

« BIKE TO BBQ »

Family Night Bike Ride

Monday, May 18th
6:00 PM

Meet at Confluence Park
1953 South Convention
Center Drive



» Join the Mayor and City Council for a family bike beginning at Confluence Park and Riding the Virgin River Trail Loop

» Drinks, hotdogs, swag bags and bike helmets for those who need a new helmet.

MAY IS BIKE MONTH



For Additional information visit
sgcity.org/activetransportation/

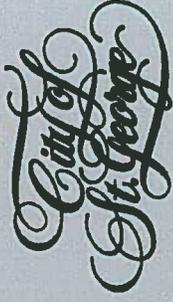


#BIKEMONTH BIKELEAGUE.ORG/BIKEMONTH



MAY IS BIKE MONTH

THE LEAGUE
OF WOMEN RIDERS
#BIKEVALET



May 2015 Calendar of Events

Sun	Mon	Tue	Wed	Thu	Fri	Sat
3	4	5	6	7	8	9
			6 Bike to School Day Crimson View Elem 3000 E 2000S 8:15	7 St. George City Council Bike Month Proclamation 5:00pm		
10	11	12	13	14	15	16
	Bike to Work Week	Bike to Work Week	Bike to Work Week	Bike to Work Week	National Bike to Work Day	
17	18	19	20	21	22	23
	Bike to BBQ Family Night Bike - Ride at Confluence Park				Sunset on the Square - Bike Valet 6:00pm	
24	25	26	27	28	29	30
				Road Respect Hurricane, Santa Clara, Washington City		
31						

DRAFTAgenda Item Number : **2A****Request For Council Action****Date Submitted** 2015-04-30 15:03:57**Applicant** Jay Sandberg**Quick Title** Bid Award - River Road/St. James Lane Traffic Signal**Subject** Consider approval of an agreement with Royal T Enterprises to construct a traffic light on River Road at St. James Lane/Boulder Springs Road.**Discussion** This project will install a traffic signal at St. James Lane and Boulder Springs Rd. The signal construction will commence July 13 as there is a considerable lead time for many of the materials used to construct the signal. All of the landscaping and decorative signs, and walls will be replaced/reconstructed.**Cost** \$124,994.00**City Manager Recommendation** Much needed. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [City Council Award Exhibit.pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [City Council Award Exhibit.pdf](#)



**BID TABULATION
CITY OF ST. GEORGE**

Traffic Signal at River Rd. & St. James Ln., Boulder Springs Rd.
Inquiry No: 15-0022



Item #	Item	Qty	Units	ENGINEER'S ESTIMATE		ROYAL T ENTERPRISES, INC		GORAN, LLC		SNOW ELECTRICAL	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
1	Mobilization	1	lump	\$6,000.00	\$6,000.00	\$9,350.00	\$9,350.00	\$6,240.08	\$6,240.08	\$7,600.00	\$7,600.00
2	Traffic Control	1	lump	\$4,500.00	\$4,500.00	\$10,000.00	\$10,000.00	\$13,520.18	\$13,520.18	\$12,000.00	\$12,000.00
3	Remove Concrete Curb and Gutter	156	ft	\$13.45	\$2,098.20	\$10.00	\$1,560.00	\$11.58	\$1,806.48	\$11.00	\$1,716.00
4	Remove Concrete Sidewalk	77	sq yd	\$13.44	\$1,034.88	\$10.00	\$770.00	\$18.47	\$1,422.19	\$35.00	\$2,695.00
5	Remove Pavement	2,224	sq ft	\$1.78	\$3,958.72	\$1.00	\$2,224.00	\$1.20	\$2,668.80	\$4.50	\$10,008.00
6	Remove Pavement Message	357	ft	\$5.00	\$1,785.00	\$3.00	\$1,071.00	\$10.23	\$3,652.11	\$2.52	\$899.64
7	Untreated Base Course	2,224	sq ft	\$1.50	\$3,336.00	\$2.00	\$4,448.00	\$1.31	\$2,913.44	\$2.25	\$5,004.00
8	1/2 Inch Dense-Graded Asphalt (AC-30)	2,224	sq ft	\$4.25	\$9,452.00	\$4.00	\$8,896.00	\$5.02	\$11,164.48	\$4.00	\$8,896.00
9	Concrete Curb and Gutter Type HB30-7	156	ft	\$22.00	\$3,432.00	\$25.00	\$3,900.00	\$36.01	\$5,617.56	\$35.00	\$5,460.00
10	Concrete Flatwork 4 Inch Thick	375	sq ft	\$5.50	\$2,062.50	\$5.00	\$1,875.00	\$8.27	\$3,101.25	\$9.00	\$3,375.00
11	Corner Pedestrian Access Ramp	4	each	\$2,000.00	\$8,000.00	\$2,500.00	\$10,000.00	\$966.11	\$3,864.44	\$950.00	\$3,800.00
12	Open Back Catch Basin	1	each	\$2,200.00	\$2,200.00	\$3,000.00	\$3,000.00	\$4,876.99	\$4,876.99	\$2,640.00	\$2,640.00
13	Smooth Lined Pipe Culvert 15 Inch	4	ft	\$80.00	\$320.00	\$200.00	\$800.00	\$183.51	\$734.04	\$165.00	\$660.00
14	Remove Sign Less Than 20 Square Feet	2	each	\$75.00	\$150.00	\$250.00	\$500.00	\$98.28	\$196.56	\$150.00	\$300.00
15	Landscape Restoration	4	each	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$2,067.81	\$8,271.24	\$1,500.00	\$6,000.00
16	12 Inch Wall Mounted Lettering	1	lump	\$1,400.00	\$1,400.00	\$1,500.00	\$1,500.00	\$1,823.89	\$1,823.89	\$1,260.00	\$1,260.00
17	Reconstruct Block Wall	62	ft	\$75.00	\$4,650.00	\$50.00	\$3,100.00	\$172.97	\$10,724.14	\$151.61	\$9,399.82
18	Traffic Signal System River Rd. & St. James Ln., Boulder Springs Rd.	1	lump	\$69,000.00	\$69,000.00	\$60,000.00	\$60,000.00	\$62,400.81	\$62,400.81	\$75,590.00	\$75,590.00
TOTAL					\$125,379.30		\$124,994.00		\$144,998.68		\$157,303.46

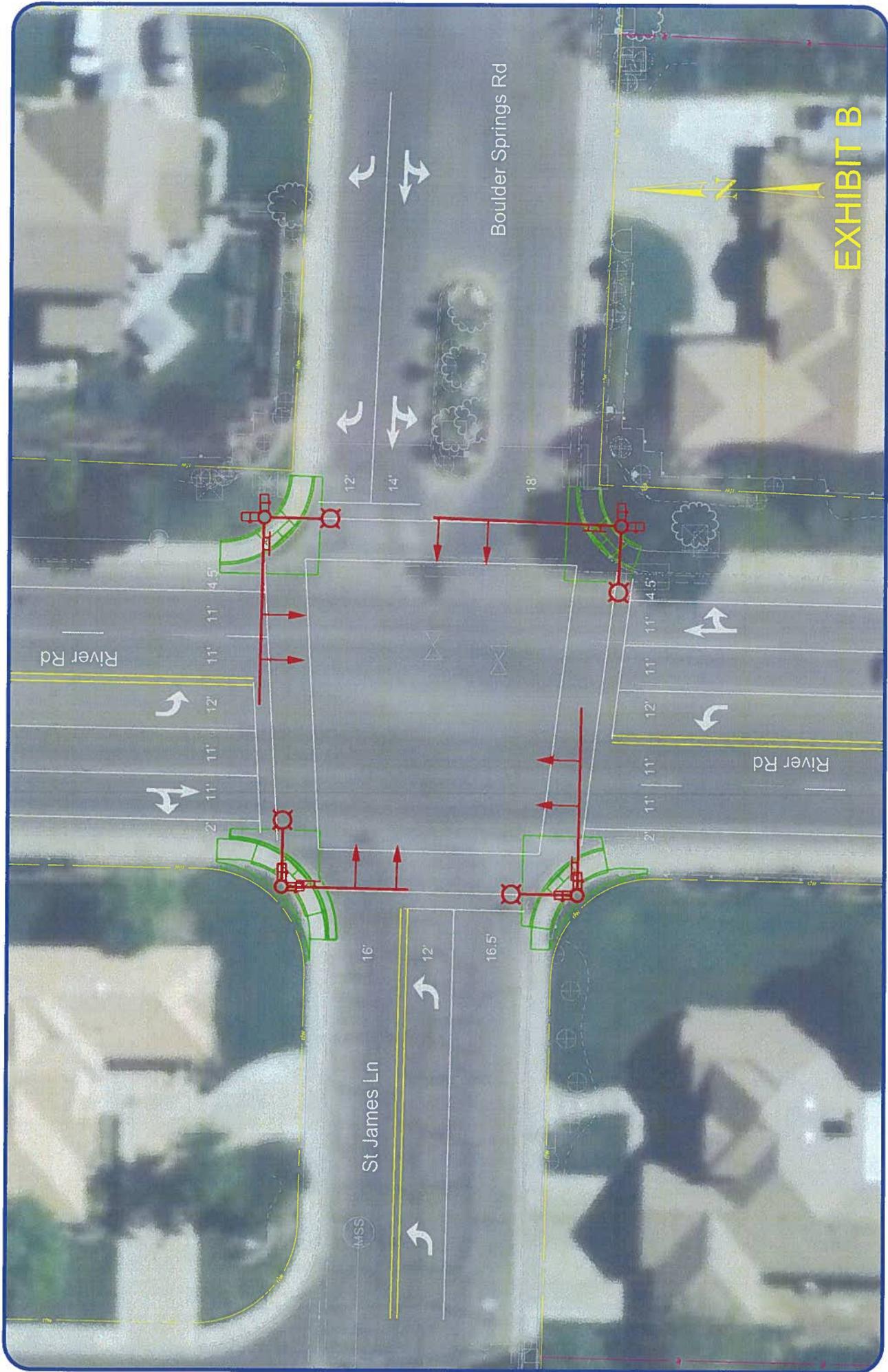


EXHIBIT B

DRAFTAgenda Item Number : **2B****Request For Council Action****Date Submitted** 2015-04-29 14:23:34**Applicant** C. Hood**Quick Title** Bid Award**Subject** Next Gen Communication Recording System for Police Department - Dispatch**Discussion** After review of all bid proposals, the City Police Department recommends DSS Corporation based on the review of the bid proposal requirements and benefit provided.**Cost** \$64,663.33**City Manager Recommendation** Recommend approval even though the net bid appears to be over budget by \$20,000 we have a balance in the dispatch center account plus we should have unspent budgeted amounts in this department that can cover the overage.**Action Taken****Requested by** Cindy Flowers/PD**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** Special Government Allowance credit \$ 14,882.67

Top 3 Vendor Options –

After reviewing the five long term recorder proposals the City of St George received we first narrowed down the group to the three top candidates that best match our public safety answer point's equipment and procedures.

The top three candidates were;

1. NICE by Vectra Solutions – Inform R7 & NICE NRX Recorder
\$58,192.00
2. Revcord by Vectra Solutions – Next Gen Call Recorder
\$22,484.00
3. DSS Equature Next Generation 911 Communication Recording System
\$64,663.33

Option 1 – NICE by Vectra Solutions- The NICE recorder is used by many PSAPs throughout the state of Utah and has the added bonus of being a company based in Utah. While their proposal met nearly all of the required specifications, the last page of their proposal is vague in reference as to how their recorder system will specifically address our migration to the Emergency Services IP network (ESInet). The sentence that reads "... Any of these solutions is likely to work..." will require additional research and coordination to resolve and sort out and will likely result in addition equipment/components. In addition, the included proposal did not show examples of their user interface which is a factor we considered. In short, this is our second choice.

Option 2 – Revcord by Vectra Solutions – This proposal seemed thrown together and disorganized with many hand written notes or check marks that we are assuming imply their system meets our requirements. In addition, their proposed price does not seem appropriate considering the equipment and specifications we have listed. In speaking with numerous other PSAPs in the state of Utah, a "reasonable industry standard" price for a Next Generation 911 call recorder system should be in the range of \$50,000 to \$70,000 range depending upon additional components, features and specifications. In regard to their user interface, the Revcord interface did not seem as well thought out or as intuitive as the other proposals. Finally, no other Utah PSAP is currently using Revcord systems and one PSAP that was considering the product due to their price proposal chose another system for many of the reasons explained above.

Option 3 – DSS Equature - The DSS proposal was the most professional with numerous positive recommendations from other PSAPs and industry boards. In addition their equipment met all of the required specifications as well as offered several additional components we believe will benefit our PSAP. After speaking with other PSAP managers in the state we learned that the Utah County Sheriff's Office 911 center had recently purchased a DSS Next Generation recorder and utilizes the same phone system and radio system as the St George 911 center which assures us there will be no "compatibility

issues". In speaking with DSS and Century Link to discuss configuration preferences, DSS provided technicians on a conference call to clarify and explain their proposal and how their equipment will suit the specific needs of our PSAP. Finally the DSS interface seems the most "thought out and user friendly" amongst the choices we reviewed.

Summary: The DSS Equature Corporation Next Generation 911 Recorder (Option#3) is the best choice when considering our equipment, configuration and needs and meets or exceeds all of the specifications in our RFP.

Justin Grenier

Assistant Manager

St George Consolidated Dispatch Center

DRAFTAgenda Item Number : **2C****Request For Council Action**

Date Submitted 2015-04-28 17:07:14

Applicant Water Services Dept- WWTP

Quick Title Professional Services Agreement- SGRWRF Optimization Study

Subject Consider approval of a Professional Services Agreement for the St. George Regional Water Reclamation Facility (SGRWRF) Optimization Study project

Discussion The Utah DEQ Water Quality Board has adopted more stringent nutrient removal requirements for the effluent discharge of the wastewater treatment plant. The new regulations are effective in 2020. The purpose of this study is to identify administrative, operational, and facility-wide process modifications that could increase the nutrient removal efficiencies within the facility. The study would be submitted to the state to show that the new regulations can be met with relatively few capital costs, or to assist in application for a waiver.

Cost \$73,322

City Manager Recommendation New State and Federal requirements coming down the road could make operations at the Wastewater treatment change. This contract is to review options and ways we can deal with these proposed changes to our effluent requirements. Recommend approval.

Action Taken

Requested by Scott Taylor

File Attachments [BCA Optimization Study PSA.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [BCA Optimization Study PSA.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2015, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Bowen, Collins & Associates, Inc. , with offices at 20 North Main, Suite 107, St. George, UT 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide Engineering services including technical memoranda and final project report for the St. George Regional Water Reclamation Facility (SGRWF) Optimization Study Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated April 28, 2015, which outlines the scope of work for the PROJECT; and

WHEREAS, CITY selected CONSULTANT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT.

- a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY=s request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY

requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- d. CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or dispose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, disability or marital status in its employment practices.
- g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 58% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT's subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
- c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

- b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "B".

5. **INVOICING, PAYMENT, NOTICES.**

- a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractor's used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment.
- c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

- e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
- f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. CONSULTANT has total responsibility for the accuracy and completeness of its

investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
- d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
- g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. **GENERAL:** CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

- b. **COMMENCEMENT OF WORK:** Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
 - i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
 - i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
 - i. CONSULTANT shall procure, and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities

- covered by this Agreement, in such manner and amounts as set forth herein.
- ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 - 1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$703,000 Dollars.
 - 2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$2,407,700 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$281,300 Dollars.
 - iv. Such policy shall include each of the following coverages:
 - 1. Comprehensive form.
 - 2. Premises - operations.
 - 3. Explosion and collapse hazard.
 - 4. Underground hazard.
 - 5. Product/completed operations hazard.
 - 6. Contractual insurance.
 - 7. Broad form property damage, including completed operations.
 - 8. Independent contractors for vicarious liability.
 - 9. Personal injury.
 - 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
 - f. **PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:**
 - i. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000 Dollars for all work performed under this Agreement.
 - ii. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 - 1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 - 4. A copy of the policy must be submitted to CITY for review.
 - g. **BUSINESS AUTOMOBILE COVERAGE:**
 - i. CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of

CONSULTANT in performing the work.

- ii. Such business automobile insurance shall include each of the following types:
 - 1. Comprehensive form, including loading and unloading.
 - 2. Owned.
 - 3. Hired.
 - 4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

- a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed,

renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy, and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

- a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with Contractor, this Agreement shall govern.
17. **CONFLICT OF INTEREST.**
- a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
 - b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
 - c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:
 City of St. George
 175 East 200 North
 St. George, Utah 84770
 Attention: (Contact Name)

CONSULTANT:
 Bowen, Collins & Associates, Inc.
 20 North Main, Suite 107
 St. George, UT 84770
 Attention: Mike Chandler, P.E.

20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable

remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

- 27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
- 29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

CITY: City of St. George

CONSULTANT: Bowen, Collins & Associates, Inc.

 (Staff name)
 (Staff title)

 Ken Spiers, P.E.
 Vice President

COUNTER SIGNED:

APPROVED AS TO FORM

 Christina Fernandez, City Recorder

 Paula Houston, Deputy City Attorney

Exhibit A
St. George Regional Water Reclamation Facility
Optimization Study
Scope of Services

PROJECT UNDERSTANDING

The Utah Water Quality Board has established a 1.0 mg/L phosphorus limit for all mechanical wastewater treatment plants effective January 1, 2020. Additionally, the State's Nutrient Core Team has recommended that a technology-based nitrogen effluent limit (TBNEL) of 10 mg/L Total Inorganic Nitrogen (TIN) be implemented by January 1, 2025. The State has proposed several incentives to facilities willing to proactively optimize their process operations in order to maximize nutrient removal using existing facilities, and in some cases with minor operational modification. In some cases significant additional investment may be necessary in order to bring existing facilities up to proposed nutrient removal standards. As a preliminary step in identifying the degree of modification required at each facility the State has requested that each mechanical wastewater treatment plant perform an optimization study. The purpose of the study is to identify administrative, operational, facility-wide and unit process level modifications that enhance receiving water body quality and increase removal efficiencies within the facility.

The St. George Regional Water Reclamation Facility (SGRWRF) provides wastewater treatment services for the City of St. George (City) and the surrounding communities of Santa Clara, Ivins, and Washington. The SGRWRF discharges to the Virgin River and has received discharge limits based on the total maximum daily load (TMDL) analysis performed on the river. The current TMDL does not identify nutrients as an impairment to water quality within the stretch of the river receiving effluent from the SGRWRF. The City has retained Bowen, Collins & Associates, Inc. (BC&A) to perform a facility optimization study to meet the State's requirements, as well as to evaluate the impacts of the nutrient criteria to the river and to coordinate with local, state and federal wildlife groups to assess the impact of any proposed changes to the plant effluent and the resultant impact on the river. The following tasks have been designated to fulfill both the State's nutrient optimization criteria and to evaluate the risks and concerns of interested parties along the Virgin River.

SCOPE OF WORK

Task 1: Initial Kickoff Meeting, Data Collection and SGRWRF Flow and Loading Analysis. Compile and review historic flow and organic loading data for SGRWRF influent and effluent streams. Influent and effluent wastewater parameters to be characterized include flow, temperature, pH, NH₃-N, NO₃-N, BOD, COD, VSS, TSS, TDS, and TP. Additionally key operational and process management strategies will be identified including flow split between trains, seasonal changes in MLVSS, sludge blanket in clarifiers, RAS recycle rates, solid retention time, solids processing operations and side stream recycle flows. This task will include:

- An evaluation of wastewater flows and loads
- An evaluation of hydraulic bottlenecks

Deliverables: None

Schedule: Two weeks after receipt of data

Assumption: The City of St. George will provide all necessary sample collection and lab analysis of wastewater constituents as defined in the attached "Recommended Supplemental Sampling Plan" in order to perform the flow and loading analysis.

Task 2: Regulatory Agency Coordination. This task includes one initial meeting with the Utah Division of Water Quality Core Nutrient Team and other associated regulators to receive approval for the initial scope of the proposed scope of the optimization study. This item includes at least three additional meetings for the following:

- Presentation of model simulation results, technical memorandum recommendations and approval of pilot period modifications to plant operations for improved nutrient removal
- Review of pilot phase results, cost estimates for enhanced nutrient removal as necessary, seasonal permit alternatives, nutrient offsets and facility optimization cost estimates
- Nutrient criteria waiver meeting based on report findings and results of multi-agency resource review and final report recommendations

Deliverables: None

Schedule: As needed

Task 3: Biological Process Model Development and Optimization Technical Memorandum. BC&A will work in conjunction with Hazen and Sawyer (H&S), a nationally renowned firm with extensive experience in biological process modeling and plant optimization, to develop a calibrated existing process model. Additional model specific sampling and development tasks are described as follows:

Subtask 3.1 Acquire and Analyze Plant Data – Compile and review historic raw wastewater data and process control data as provided by BC&A. Influent wastewater parameters to be characterized include flow, temperature, pH, TKN, NH₃-N, TP, BOD and TSS. This data will be used to develop influent wastewater average, maximum month, and maximum day flows, concentrations and loadings. Plant effluent and operational data will be summarized to evaluate plant performance and for use in model calibration. A minimum of three (3) years of the most recent influent and two (2) years of the most recent plant operational and effluent data (in electronic format) are requested.

Schedule: Completed two weeks after receipt of data

Subtask 3.2 Coordinate Site Specific Sampling - A sampling plan will be developed and coordinated with BCA and SGRWRF Staff. All sampling is to be performed by SGRWRF staff. It is envisioned that the sampling plan will consist of one week of sampling including influent and effluent composite sampling, three days of wastewater process profiles through the basins, two days of recycle stream sampling and two days of diurnal influent load characterization. The proposed sampling schedule is attached.

Schedule: Completed two weeks after receipt of data

Subtask 3.3 Analyze Sampling Data – Sampling data collected by SGRWRF Staff will be reviewed and used to develop influent wastewater characteristics. Sampling data will also be used in model calibration and verification.

Schedule: Completed two weeks after receipt of sampling data

Subtask 3.4 Develop Calibrated Process Model – Develop a biological process model (utilizing BioWin™ version 4.1 simulator) that is specifically calibrated to the SGRWRF. The results of the site specific sampling event in addition to plant historical data will be utilized to calibrate the model. Model calibration will consist of initial steady state simulations, long-term (one year minimum) dynamic simulations to match solids production and effluent quality, and short term (one week) dynamic simulations to simulate special sampling week operations including diurnal loadings.

Schedule: Completed four weeks after receipt of sampling data

Subtask 3.5 Perform Optimization Simulations – The calibrated process model developed in Subtask 3.4 will be utilized to simulate and evaluate the plant's capability to reliably remove phosphorus and nitrogen under annual average and maximum month loads at current and design flows. Potential scenarios include:

- Optimizing position of the Oxidation Ditch 3 and 4 anoxic return gates to maximize nutrient removal
- Determining the most effective combination of oxidation ditches to operate to optimize nutrient removal
- Optimizing aerator operation and dissolved oxygen targets to maximize nutrient removal
- Evaluate solids handling operations to minimize impacts to mainstream nutrient removal
- Evaluate impacts of removing phosphorus and nitrogen in solids recycle streams
- Evaluate phosphorus removal potential through addition of chemical phosphorus removal
- Identify maximum plant capacity and flow/load trigger where a fourth oxidation ditch and/or additional secondary clarifiers need to be placed in service

Schedule: Completed seven weeks after receipt of sampling data

Subtask 3.6 Prepare Draft Technical Memorandum– Prepare a TM summarizing the historical data analysis, supplemental sampling results, process model calibration and nutrient removal optimization scenarios. No drawings (layouts, basin reconfigurations, etc.) are included in this task other than simple process flow schematics utilizing the BioWin software. A draft TM will be submitted to SGRWRF Staff for review. Following sufficient review time, a conference call will be conducted with H&S, BCA and SGRWRF Staff to discuss the draft TM and receive review comments. Comments and direction received from this workshop will be incorporated into a final TM.

Schedule: Completed ten weeks after receipt of sampling data

Subtask 3.7 Finalize Technical Memorandum – The technical memorandum will be revised to incorporate BCA and SGRWRF Staff comments. Review of model and draft technical memorandum will be provided by senior wastewater process engineer with extensive experience in process modeling and nutrient removal evaluation. Final technical memorandum will be reviewed by H&S Project Director, who will be an officer of the firm.

Schedule: Completed two weeks after receipt of comments

Deliverables: Four (4) hard copies and one digital copy of the final process modeling TM

Task 4: Operational Pilot Phase. Process changes that require construction of new basins or expensive equipment can aid in the reduction of nutrients; however, changes in operating procedures can be a cost-effective measure that can similarly reduce nutrient discharges. The SGRWRF only requires modest reductions in nutrient levels in order to meet proposed State standards and therefore should pilot recommended operational changes in order to maximize the return while limiting investment and associated cost burden on the ratepayer. BC&A will develop an implementation plan for the performance optimization recommendations from the process simulation tasks. The plan will include documentation of influent and effluent values of nitrogen and phosphorus and associated process performance during a 6 month pilot phase that will incorporate both warm and cold weather operations. This pilot phase may also include small capital improvements such as the addition of chemical dosing at strategic locations within the process.

Schedule:

- Implementation plan – Two weeks after completion of simulation results and tech memo acceptance
- Pilot Phase – Six months following acceptance of implementation plan

Deliverables: One digital copy of the proposed implementation plan and pilot phase sampling and documentation plan.

Task 5: Facility Optimization Evaluation. Concurrent with the operational pilot phase BC&A will perform a facility optimization evaluation. The purpose of this evaluation is to provide cost estimates for more cost intensive forms of nutrient reduction. This task will include the identification of up to three additional process modifications or augmentations targeted at further reducing nutrients. Each additional alternative will be developed to a 15% conceptual design level for which an associated cost estimate will be developed. Based on the data from the operational pilot phase, enhanced removal capabilities of the proposed facilities will be predicted using the calibrated model. At least initially, the new facilities to be considered will be broken into individual subgroups with associated improvements. Final alternative selection for consideration will be based on input from City staff. For the purposes of this scope of work and initial effort has been outlined including the following:

Subtask 5.1 – Evaluation of expansion of current unit processes. This subtask may consider the expansion of current biological process capability or the expansion of current reuse capacity should the City decide to pursue seasonal permit limits.

Schedule: Completed two weeks after completion of final process modeling TM

Subtask 5.2 – Evaluation of augmentation of current processes with enhanced nutrient removal capabilities. This subtask may consider the addition of anaerobic/anoxic basins to the existing basins. It may also include modifications to existing solids handling processes based on model results for phosphorus release in recycle streams.

Schedule: Completed two weeks after completion of Task 5.1

Subtask 5.3 – Evaluation of the addition of side stream processes to further reduce nutrients in effluent discharge. This subtask may consider the addition of biological or chemical treatment of side stream flows with associated additional tankage and equipment.

Schedule: Completed two weeks after completion of task 5.2

Subtask 5.4 – Prepare Draft Facility Optimization Technical Memorandum. The Alternatives evaluation with associated concept level design and cost estimates will be included in a technical memorandum presented to the City for review.

Schedule: Completed two weeks after completion of task 5.3

Subtask 5.5 – Finalize Facility Optimization Technical Memorandum. After receipt of comments from SGRWRF staff BC&A will prepare a final technical memorandum documenting the key facility optimization recommendations with associated cost benefit priority ranking.

Deliverables: Four (4) hard copies and one digital copy of the Facility Optimization technical memorandum

Schedule: Two weeks after receipt of comments from SGRWRF and City Staff.

Task 6: Final Report Preparation. BC&A will compile all individual technical memorandums and process modeling reports and compile them with process recommendations into a single optimization report. A draft copy of the report will be produced and BC&A will attend a final meeting with SGRWRF staff and UDWQ Nutrient team for review and comments on the final report. Once the report is finalized copies will be supplied to the SGRWRF staff for distribution to City Staff and regulatory authorities.

Deliverables: Four (4) hard copies and one (1) digital copy of the final report

Schedule: Four weeks after receipt of final comments



EXHIBIT B
St. George Regional Water Reclamation Facility Optimization Study
Engineering Man-hours and Fee Estimate

Task / Labor Category	Office		Techs		Engineers		Subtotal Hours	Subtotal Labor	Subtotal Expenses	Expenses (Message, Survey)	Other	Total Cost		
	Account	Editor	Tech 3	Tech 3	EN3	CDVA							Principal	Spens
Staff	Shousen	Hilbert	CAD	CAD	Chandler						Hazen Sawyer			
Labor Rate	\$69	\$69	\$97	\$97	\$114	\$161								
Task Description														
1	1	1			2	2	10	\$ 1,134	\$ -			\$ 1,134		
2					24	4	28	\$ 3,380	\$ 2,500	\$ 2,500		\$ 5,860		
3					4	2	6	\$ 778	\$ -			\$ 778		
3.1	1	2			4		7	\$ 663	\$ 2,050			\$ 2,713		
3.2					12		12	\$ 1,368	\$ 760			\$ 2,128		
3.3					4		4	\$ 456	\$ 1,500			\$ 1,956		
3.4					12		12	\$ 1,368	\$ 8,600			\$ 9,968		
3.5					4		4	\$ 456	\$ 6,450			\$ 6,906		
3.6					15	4	19	\$ 3,008	\$ 9,700			\$ 12,708		
3.7	1	2			6		8	\$ 1,649	\$ 6,600			\$ 8,249		
4					18	2	20	\$ 2,374	\$ 2,500			\$ 4,874		
5					0		0	\$ -	\$ -			\$ -		
5.1				4	15	2	21	\$ 2,420	\$ -			\$ 2,420		
5.2				4	15	2	21	\$ 2,420	\$ -			\$ 2,420		
5.3				4	15	2	21	\$ 2,420	\$ -			\$ 2,420		
5.4		2	2		15	4	23	\$ 2,688	\$ -			\$ 2,688		
5.5		2	2		4	4	8	\$ 1,432	\$ -			\$ 1,432		
6		4	2		12	2	20	\$ 2,160	\$ 2,500			\$ 4,660		
TOTAL HOURS											32			
TOTAL COSTS											\$207	\$1,746	\$5,192	\$ 73,322
											\$ 30,172	\$ 43,150		

Expenses include:

- Mileage Charge at \$0.75/mile
- 10% Markup on other project related expenses

Recommended Sampling Plan for the St. George Wastewater Treatment Plant

February 2, 2015

INTRODUCTION

A calibrated *BioWin*[™] model of the existing St. George City Wastewater Treatment Plant (St. George WWTP) will be developed for this project. The purpose of this document is to present a recommended sampling and analysis plan to supplement the existing monitoring and operational data as required for *BioWin* model development, calibration, and application. The calibrated model will be used to identify operational and capital improvements to optimize biological nutrient removal (BNR).

Adequate and accurate characterization of wastewater is critical to the correct prediction and understanding of biological secondary treatment. This is especially true in applying simulation models such as *BioWin* to BNR facilities. Models such as *BioWin* are based on a detailed fractionation or partitioning of influent organic material into particulate/soluble and biodegradable/inert portions, and influent nitrogen into ammonia and organic nitrogen. This fractionation of the influent wastewater significantly impacts model predictions. Examples of the importance of wastewater characterization include:

- The readily biodegradable portion of biochemical oxygen demand (BOD) and chemical oxygen demand (COD) significantly impacts denitrification and biological phosphorus removal, influences the need for supplemental carbon required to achieve strict nitrogen standards, and impacts anoxic and anaerobic zone performance.
- Splitting influent BOD and COD into soluble and particulate fractions is required to predict the performance of primary treatment (if applicable). Further differentiation of particulate and colloidal fractions determines the amount of slowly biodegradable material that may be available for BNR.
- The unbiodegradable particulate fraction of COD impacts sludge production and oxygen demand.
- The organic nitrogen content will influence the hydrolysis requirements of the process and potential ammonia breakthrough.

SAMPLING PLAN

The recommended sampling plan described herein has been developed in accordance with recommendations from the recent WERF project entitled "Methods for Wastewater Characterization in Activated Sludge Modeling". The special sampling period lasting seven (7) days is recommended to obtain the requisite information for the development, calibration, and verification of *BioWin* models.

During the monitoring period, the following types of detailed monitoring (in addition to monitoring routinely conducted per regulatory compliance guidelines) are proposed:

- Daily, 24-hour composite sampling of raw influent and primary and secondary effluents of each plant
- Mixed liquor/process grab sampling
- Dissolved oxygen profiling
- Recycle and side stream sampling
- Diurnal Sampling

It is recommended that the following groups of samples be analyzed by the same laboratory. For example, sending a TKN sample to an outside lab and analyzing ammonia in house is not recommended.

- TKN and ammonia
- COD and BOD
- TP and orthophosphate

Sampling Plan Details

The recommended St. George WWTP monitoring program is summarized as follows:

1. Composite Influent, Primary Effluent, and Secondary Effluent:

Purpose – influent characterization/fractionation and model calibration. Collect 24-hour composite samples with a flow-weighted, refrigerated composite sampler for seven days. Samples shall remain refrigerated until analysis. The contents of the sampler shall be homogenized (well-mixed) prior to withdrawing an aliquot from the composite sampler as well as prior to filtering. Samples should be prepared and analyzed as shown in Table 1 and in accordance with *Standard Methods, 2012*.

2. Mixed Liquor/Process Grab Sampling:

Purpose – Calibration and verification of simulation results. Collect all required samples shown in Table 2 twice per day for two days. Samples shall be filtered immediately upon collection in the field. After sample collection and filtration, samples requiring analysis by an outside laboratory will be kept on ice until they are relinquished.

3. Dissolved Oxygen Profiling:

Purpose—Evaluate aeration basin performance and adequacy of mixing. Measure and record dissolved oxygen (DO) concentrations at various locations throughout the oxidation ditches. Testing should be conducted concurrently with the mixed

liquor/process sampling described earlier. In addition to the DO concentration, the following operational information should be recorded for each day of sampling:

- Aerator operation (on/off, speed, power draw if available)
- RAS rate
- Dewatering operation schedule
- Recycle stream flow rates
- Plant effluent flow rate at time of sampling

4. Recycle and Side Stream Sampling:

Purpose – Quantify major recycle and side stream loads. Record flow, duration, volume and frequency of operation for generation of recycle and side streams. Sample gravity thickening overflows and dewatering centrate during operation. Manually collected composite samples during the solids processing period as described in Table 3 for two days coinciding with process grab sampling. Samples shall be filtered immediately upon collection in the field. After sample collection and filtration, samples requiring analysis by an outside laboratory will be kept on ice until they are relinquished.

5. Diurnal Sampling:

Purpose – Quantify diurnal flow and load patterns. Collect samples every two hours over a 24-hour period. A discrete composite sampler can typically be rented to assist in this effort; otherwise manually collect samples. It is recommended that diurnal sampling be performed from one weekend and one weekday.

Summary of Analyses

Approximately 750 individual analyses are recommended for the sampling period. Tables 1, 2, 3 and 4 list the total number of each type of analysis for each parameter. The tables should be referenced for minimum sample volumes, preservation techniques, and any required filtration. Table 5 lists a summary of all analyses to be conducted.

References

Melcer, H., P.L. Dold, R.M. Jones, C.M. Bye, I. Takacs, H.D. Stensel, A.W. Wilson, P. Sun, S. Bury. 2003. *Methods for Wastewater Characterization in Activated Sludge Modeling*. Alexandria, VA: Water Environment Research Foundation.

Eaton, A., L. S. Clesceri, E. R. Rice, and A. E. Greenberg. 2005. *Standard Methods for the Examination of Water & Wastewater*. Washington, D.C.: American Public Health Association, American Water Works Association, and Water Environment Federation.

DRAFTAgenda Item Number : **2D****Request For Council Action****Date Submitted** 2015-04-28 16:44:09**Applicant** Jeff Peay - Park Planning Manager**Quick Title** RFP Award - Volcano Shelter/Play Structure**Subject** All Abilities Park - Volcano Shelter/Play Structure Design, Documentation and Construction.

Discussion Requests for proposal for this design build project were publically advertised in the middle of February and received in late March for the Volcano structure to be located in the All Abilities Park at Tonaquint Park. The project includes structural design, faux rock design, and construction of the volcano structure based on the in-house design prepared by City Park Planning staff. The volcano structure will serve as a shade pavilion, play pieces and interpretive display area. The structure will also have two play platforms attached to the volcano with slides incorporated into the layout. A total of three qualifying proposals were received with Dreamweaver Specialties Inc. being the low bid. Dreamweaver Specialties Incorporated's proposal was \$546,672.00 for the required elements. Cost of Wisconsin Inc. was the next lowest proposal at \$809,500.00. Great Western came in at \$1,328,521.10 with their proposal. We are seeking approval to accept the proposal by Dreamweaver Specialties Inc. to further refine the design and construct the volcano structure at the not to exceed amount of \$546,672.00.

Cost \$546,672.00

City Manager Recommendation Probably the most important part of the Park next to the Train. The local contractor is extremely well qualified and will do a great job. Recommend approval.

Action Taken**Requested by** Jeff Peay - Park Pla**File Attachments** [Volcano Model.pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:**

Additional Comments We will be working with the engineer, contractor, and design team to value engineer the structure in an effort to further reduce the construction costs and come in under the amount of \$546,672, if possible. Dreamweaver Specialties Inc. provided samples and a variety of local projects of exceptional quality that were also

considered in the decision to recommend them as the successful provider.

Attachments [Volcano Model.pdf](#)

DRAFTAgenda Item Number : **2E****Request For Council Action****Date Submitted** 2015-04-24 16:45:50**Applicant** Kent Perkins**Quick Title** Train Track Installation Bid**Subject** Seeking Council approval for the bid to install the train tracks for the All-abilities Park.**Discussion** We advertized this bid twice. The first time we received no bids. The 2nd time we received one bid. We spoke to three companies who all expressed interest and each gave us a verbal quote. None of the three submitted a bid. The submitted bid from RailWorks Track Systems, Inc. of Chehalis, Washington \$275,556, about \$100,000 over the estimate. They meet all the requirements otherwise.**Cost** \$275,556.00**City Manager Recommendation** Only one bid. Higher than estimated. Will have to reduce budget in other areas to make up the difference. Don't have much choice for this specialty item.**Action Taken****Requested by** Kent Perkins**File Attachments** [VE Proposal 520-145096-2 \(2\).pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [VE Proposal 520-145096-2 \(2\).pdf](#)



April 22, 2015

Kent Perkins
Director
City of St. George
175 E. 200 North
St. George, UT 84770

Subject: All Abilities Park – Value Engineering
St. George, UT
RailWorks Track Systems, Inc. Bid No. 520-145096-2

Per your request, RailWorks Track Systems, Inc. (RailWorks) analyzed the bid for Value Engineering opportunities. The analysis revealed a Value Engineering opportunity with the means of construction of the top ballast. Within the specifications sent by the City it states, "No rubber tired equipment can run on the constructed track to install top ballast." RailWorks proposes to utilize a bobcat to straddle the track in order to install the top ballast. RailWorks will not allow the machine to go over the rails. By utilizing the method of construction RailWorks offers the attached proposal and the following additional clarifications for your consideration.

Clarifications:

- Utilization of bobcat equipment to straddle track.
- Contaminated, hazardous and/or unsuitable materials have not been considered.
- Price based on a mutually agreeable schedule.
- Underground utilities relocation and/or encasement are not considered.
- RailWorks is an open shop contractor; prevailing wage have not been considered.
- Ballast is not included. RailWorks has considered placing ballast from City furnished stockpiles.

Thanks for the opportunity to quote. If you have any questions or concerns please contact the undersigned.

A handwritten signature in black ink, appearing to read 'Chad Holmes'.

Chad Holmes
Estimator
RailWorks Track Systems Inc.
(360) 262-9444
cholmes@railworks.com

Proposal

RAILWORKS TRACK SYSTEMS, INC.

Job Code: 520-145096-2

Description: All Abilities Park

Line No.	Pay Item No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price	Total Price
1	1	Installation of Track Includes furnishing and installing 20 lb rail, 6" x 6" 4' soft wood ties, spikes, joint bars per project specifications. Ballast is not included.	2,722.00	Track feet	98.00	266,756.00
2	2	Crossing Complete per plans and specifications.	1.00	Lump Sum	8,800.00	8,800.00
Subtotal:						275,556.00
GRAND TOTAL:						275,556.00

DRAFTAgenda Item Number : **2F**

Request For Council Action

Date Submitted 2015-04-22 14:03:53

Applicant Fred Davies

Quick Title Wheelchair Securement

Subject Consider giving approval to purchase seven Q Pods (wheelchair and scooter securement) for the SunTran buses.

Discussion There has been a sharp increase in the number of wheelchair and scooter users riding the buses. Because of the extra time needed to secure this equipment, the buses are often running behind schedule. Purchasing and installing these Q-Pods will make the process less time consuming while ensuring a safer ride for the wheelchair and scooter passengers. The total cost for purchase and installation of seven of these units is \$108,530 of which the City match portion is \$21,706.

Cost \$21,706 (see discussion).

City Manager Recommendation Needed to deal with the increase in riders using wheelchairs. We need to make this adjustment to keep on scheduled 40 minute route. Our match is \$21,706. Recommend approval.

Action Taken

Requested by Cameron Cutler

File Attachments [Q-Pod Quote.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Q-Pod Quote.pdf](#)



Renovation • Parts • Modification

Fred Davies
Transit Manager
City of St. George Suntran Division
953 East Red Hills Pkwy.
St. George, UT 84770

Reference: Provide and Retro-fit Curbside and Street Side 4One Q'Pods Estimate

Mr. Davies,

Complete Coach Works appreciates the opportunity to provide you with an estimate to provide and install curbside & street side 4One Q'Pods in 7 Gillig Low floor buses. We are confident that we have the qualifications, experience, and background to provide you with quality retro-fit.

We propose retro-fit the street side 4One Q'Pods as follows:

- Remove the street side and curbside aisle facing flip seats.
Remove the street side and curbside forward facing flip seat and stanchion if required.
Install street side and curbside 4One Q'Pod assembly that includes new seat inserts upholstered with like fabric currently installed in the bus.
If required fabricate stanchion and install.

Our quote for the above interior street side and curbside 4One Q'Pods retro-fit for each bus is as follows:

Table with 3 columns: Description, Cost per Bus, Total Cost 7 Buses. Rows include Parts and material, Tax, Pre-diem and travel, Labor, and Grand Total.

Please Note: QPODs are to be deliverable, installed, and invoice by June 1, 2015.

Complete Coach Works appreciates the opportunity to provide you with this estimate, and we are confident that should you choose us as you contractor, you will be completely satisfied with our performance. We look forward to your favorable response.

Sincerely,

Handwritten signature of Kevin O'Brien

Kevin O'Brien
General Sales Manager





Renovation • Parts • Modification

Fred Davies
Transit Manager
City of St. George Suntran Division
953 East Red Hills Pkwy.
St. George, UT 84770

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Table with 3 columns: Description, Cost per Bus, Total Cost 7 Buses. Rows include Parts and material, Tax, Pre-diem and travel, Labor, and Grand Total.

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Sincerely,

Handwritten signature of Kevin O'Brien

Kevin O'Brien
General Sales Manager



DRAFTAgenda Item Number : **2G****Request For Council Action****Date Submitted** 2015-04-21 13:13:12**Applicant** Water Services Dept**Quick Title** Backhoe Purchase**Subject** Consider award of a bid for a backhoe for the Water Services Department**Discussion** There were two vendors that submitted bids for the purchase of a backhoe for the Water Services Department. Wheeler Machinery was the the low bid for a CAT 420 backhoe. The Water Services Department would like consideration to award the bid to HE Equipment for the John Deere 410 backhoe based on performance at it's ability to better meet the needs of the department. See attached Memo.**Cost** \$105444**City Manager Recommendation** Even though this bid is the higher of the two the recommendation is to award to HE Equipment as the John Deere has additional assets that make it a better fit for the Water department and the work done in that department.**Action Taken****Requested by** Scott Taylor**File Attachments** [John Deere Backhoe.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [John Deere Backhoe.pdf](#)



Memo

To: Mayor and City Council
From: Scott Taylor- Water Services Dept
CC:
Date: April 21, 2015
Re: John Deere Backhoe

The Water Services Department budgeted for a new backhoe in the current fiscal year. The amount that was budgeted was \$105,000 per information provided from the Fleet Division. Recently, a bid package was prepared for a backhoe and sent to several vendors to solicit bids. Two suppliers submitted bids; Wheeler Machinery for a CAT 420F (\$85,650) and Honnen Equipment (HE) for a John Deere 410L(\$105,444). While the CAT 420F is less expensive than the John Deere 410L, it has been proven in the past that the John Deere 410L better meets the needs of our department than the CAT 420F.

The Water Distribution Manager, Kirk Klotz, prepared and sent a Memo to the Purchasing Division pointing out several differences between the CAT 420F and the John Deere 410L and explained why the John Deere 410L better meets our department's needs. Some of these factors are engine horsepower, digging depth, digging force, and lifting force. Two area in particular where the John Deere out performs the CAT is that of lifting and pulling force.

The lifting and pulling forces are critical to the Water Distribution Division because of the concrete thrust blocks that are used during installation of valves and fittings. The concrete thrust blocks weight 3,310 lbs. Recently, the CAT vendor loaned our department a CAT 420F for a couple of days to test its capabilities. While in the water yard, our operators had a hard time unloading a concrete thrust block from a 1 ton dump truck with the CAT. Our experience is that the CAT 420 can only lift the block 2 feet off the ground at a 10' distance, and cannot lift the block at all past 11'-8". Our John Deere 410L backhoes are able to lift the block 3' off the ground at a distance of 13'.

Another task that we are routinely faced with is replacing existing water services. We are able to pull a new water service line through an existing service line. A cutter head is pulled through the existing service line and splits the existing service line as a new service line is pulled through behind the cutter head. The John Deere has greater pulling force, allowing us to pull longer lengths of service lines. The John Deere also has a digging depth 2 feet greater than the CAT.

In 2005, the Water Department conducted a side-by-side comparison between the CAT 420 and the John Deere 410. After comparing both backhoes side by side, it was determined that the increased digging depth, higher pulling strength, and greater lift capacity of the John Deere backhoe better met the department's needs and far outweighed the additional cost of the John Deere compared to the CAT. This is evidenced by the fact that the majority of the backhoes that have subsequently been purchased by the department have been John Deere, with the exception of the larger backhoe purchased by the Wastewater Collections Division. Between the Water Distribution and Irrigation Divisions, the department owns 4 John Deere backhoes compared to one CAT backhoe.

While the CAT 420F is less expensive than the John Deere 410L, it seems that a good deal on the wrong backhoe may not be the best deal for the department. The Fleet Division has recommended to the Purchasing Department that the award of the backhoe bid be given to Wheeler Machinery in the amount of \$85,650 for the CAT 420F backhoe due to the cost savings. However, the Fleet Division also acknowledges that there are other factors that need to be considered in determining which backhoe better suits the needs of the department.

The Water Services Department requests that consideration be given to award the bid to Honnen Equipment in the amount of \$105,444 for the John Deere 410L backhoe, which better meets the needs of our department.

DRAFTAgenda Item Number : **2H****Request For Council Action**

Date Submitted 2015-04-29 14:44:31

Applicant Cameron Cutler

Quick Title Traffic Easement - Riverside Dr/Mall Drive

Subject Consider approval of a Purchase and Sales Agreement for Fort Apache and Deer Spring Trust 1, Steward 1996 Trust dated January 24, 1996 and FH9 LLC Dino Series to purchase an easement for a traffic signal on Mall Drive at Riverside Dr. This easement is located on the northeast corner.

Discussion Property owners have given permission to install the light, this is the final document for the easement.

Cost \$1,000

City Manager Recommendation Necessary to construct a traffic signal at this intersection. Recommend approval.

Action Taken

Requested by Cameron Cutler

File Attachments [TrafficLightEasementDino.pdf](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [TrafficLightEasementDino.pdf](#)

**PURCHASE AND SALE AGREEMENT
For Traffic Light Easement**

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made this 27 day of March, 2015, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Buyer"), and Alfred Fasano, Successor Trustee of the Fort Apache & Deer Spring Trust 1, Brent L. Steward and Susan C. Steward, Trustees of the Steward 1996 Trust dated January 24, 1996, and FH9 LLC Dino Series, a Utah Limited Liability Company, ("Seller").

RECITALS

A. Seller is the owner of certain real property located in the City of St. George, Washington County, State of Utah identified by Tax ID: SG-5-2-28-231 (the "Property").

B. Buyer desires to purchase from Seller a perpetual, non-exclusive easement on, over, across, under and through certain portions of the Property, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Easement").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Easement subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. **PURCHASE AGREEMENT.** Seller represents that Seller has fee title to the Property and will grant the Easement to Buyer for the purpose of ingress and egress, to use, install, construct, operate, repair, alter, protect, restore, maintain, remove, relocate and replace public utility improvements for a traffic signal which shall include but is not limited to electric and telecommunication utilities. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase the Easement. The transaction contemplated by this Agreement shall be completed at Closing (as defined below) in accordance with, and subject to, the terms, conditions, and provisions set forth herein.
2. **PURCHASE PRICE.** The purchase price and consideration (the "Purchase Price") to be paid for the Easement shall be ONE THOUSAND DOLLARS (\$1,000.00).
3. **CLOSING.**

- a. Time and Place. The Closing for the transaction contemplated by this Agreement (the "Closing") shall take place in the office of the Seller on the 27th. day of March, 2015, (the "Closing Date") unless the parties agree to an alternate process and time.
 - b. Seller's Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer, as applicable:
 - i. The Easement in the form of Exhibit A attached hereto, fully executed and properly acknowledged by Seller; and
 - ii. Such other funds, instruments and documents as may be reasonably requested by Buyer or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).
 - c. Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Seller:
 - i. The Purchase Price; and
 - ii. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).
 - d. Closing Costs, assessments and taxes.
 - i. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the transaction contemplated by this Agreement.
 - ii. All assessments and taxes applicable to the real property underlying the Easement shall be paid by Seller. Buyer shall be responsible for any assessments or taxes imposed as a result of any improvements constructed or installed by Buyer in connection with its use of the Easement.
 - iii. Buyer shall be responsible for any recording fees.
 - iv. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.
 - e. Documents. After Closing, Buyer shall record the documents referred to herein in the proper sequence.
 - f. Possession. Buyer shall be entitled to possession of the Easement on the Closing Date.
 - g. Survival. All obligations set forth herein shall survive the Closing and recording of the Easement.
4. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

5. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with this Agreement and the transaction contemplated herein shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER: 7379 Mission Hills Drive
Las Vegas, NV 89113
Attn: Alfred Fasano
Phone: (702) 267-7111
Email: fasano711@gmail.com

BUYER: City of St. George
175 East 200 North
St. George, Utah 84770
Attn: Cameron Cutler
Phone: (435) 627-4050
Email: cameron.cutler@sgcity.org

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

6. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.
7. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.
8. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a business day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding business day.
9. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

10. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.
11. ENTIRE AGREEMENT; AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.
12. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.
13. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.
14. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.
15. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.
16. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.
17. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:
City Of St. George

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

BUYER:
Fort Apache & Deer Springs Trust 1



Alfred Fasano, Successor Trustee

Steward 1996 Trust dated January 24, 1996



Brent L. Steward, Trustee



Susan C. Steward, Trustee

FH9 LLC Dino Seris



James R. Abbey, Jr., Member



M. Colleen Abbey, Member

PURCHASE AND SALE AGREEMENT
EXHIBIT A

When Recorded Return To:
City of St. George
City Attorney's Office
175 East 200 North
St. George, Utah 84770

Tax ID: SG-5-2-28-231

PUBLIC UTILITY AND DRAINAGE EASEMENT

That in consideration of Ten Dollars and other good and valuable consideration paid to **Alfred Fasano, Successor Trustee of the Fort Apache & Deer Springs Trust 1, Brent L. Steward and Susan C. Steward, Trustees of the Steward 1996 Trust dated January 24, 1996, and FH9 LLC Dino Series, a Utah Limited Liability Company**, herein referred to collectively as Grantor, by the **City of St. George, a Utah municipal corporation**, herein referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto Grantee, its successors and assigns, a perpetual easement (the "Easement") for ingress and egress, to use, install, construct, operate, repair, alter, protect, restore, maintain, remove, relocate and replace public utility improvements for a traffic signal which shall include but is not limited to electric and telecommunication utilities (the Permitted Use) , in and along real property owned by Grantor in Washington County, State of Utah, and the easement being more fully described as follows:

See Exhibit A attached hereto and make a part hereof.

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, forever for the uses and purposes normally associated with the Permitted Use.

Grantee agrees to repair any damage which may occur to sidewalk, curb and gutter, pavement and low level vegetation which Grantor may have constructed in the Easement as a result of Grantee's use of this Easement. Grantee does agree to in no way encumber the Easement or subject it to the imposition of liens of any type during the term of this Easement. Grantor may not install, build, place or cause or allow anything to be installed, built or placed in the Easement which interferes with the Permitted Use. If any improvement is installed, built, or placed within the Easement by Grantor, Grantor bears the risk of loss or damage to those improvements resulting from the exercise by Grantee of the rights granted hereby and Grantee is not responsible to repair, replace or maintain, or indemnify or reimburse Grantor for, any such damage or loss, except to the extent caused by the gross negligence or willful misconduct of Grantee.

Grantee shall indemnify, defend and hold Grantor harmless from and against all liability, damages, losses and costs, including reasonable attorneys' fees, arising out of or resulting from grantee's acts on or use of the Easement.

The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the Grantee its successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 27th. day of March, 2015.

GRANTOR:

Fort Apache & Deer Springs Trust 1

Alfred Fasano
Alfred Fasano, Successor Trustee

Steward 1996 Trust dated January 24, 1996

Brent L. Steward
Brent L. Steward, Trustee

Susan C. Steward
Susan C. Steward, Trustee

FH9 LLC Dino Series, LLC

James R. Abbey, Jr.
James R. Abbey, Jr., Member

M. Colleen Abbey
M. Colleen Abbey, Member

STATE OF NEVADA)
 ss.
CLARK COUNTY)

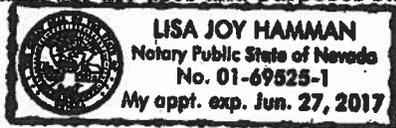
On the 26 day of March, 2015, personally appeared before me Alfred Fasano, who being by me duly sworn, did say and acknowledge that he is the successor trustee of The Fort Apache & Deer Springs Trust 1 and that he executed the foregoing document on behalf of said trust by authority of its trust agreement and that he executed the same for the uses and purposes stated herein.

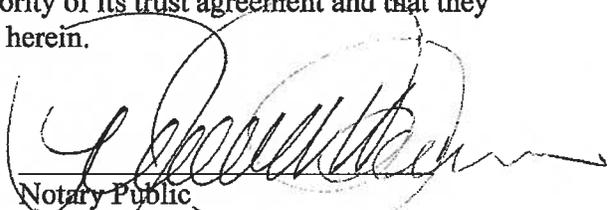
Eileen Guerra
Notary Public



STATE OF NEVADA)
)
 SS.)
CLARK COUNTY)

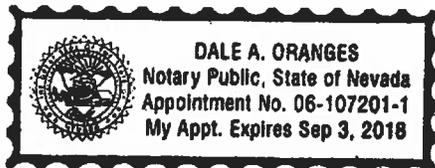
On the 6th day of April, 2015, personally appeared before me Brent L. Steward and Susan C. Steward, who being by me duly sworn, did say and acknowledge that they are the trustees of the Steward 1996 Trust dated January 24, 1996 and that they executed the foregoing document on behalf of said trust by authority of its trust agreement and that they executed the same for the uses and purposes stated herein.




Notary Public

STATE OF NEVADA)
)
 SS.)
CLARK COUNTY)

On the 14 day of April, 2015, personally appeared before me James R. Abbey, Jr. and M. Colleen Abbey, who being by me duly sworn, did say and acknowledge that they are the members of FH9 LLC Dino Series, a Utah limited liability company, and that they executed the foregoing document on behalf of said limited liability company by authority of its operating agreement and that he executed the same for the uses and purposes stated herein.




Notary Public

ACCEPTANCE OF DEDICATION

The City of St. George, a municipal corporation of the State of Utah, hereby accepts the above conveyance and dedication, and in consideration thereof agrees that it will utilize and maintain the same for purposes consistent with the above dedication.

DATED this ____ day of _____, 2015.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Paula Houston, Deputy City Attorney

EASEMENT
Exhibit A

20 FOOT UTILITY EASEMENT LEGAL DESCRIPTION
OVER FH9 LLC DINO SERIES PROPERTY

BEGINNING AT A POINT N0°54'14"E, 1445.45 FEET ALONG THE CENTER SECTION LINE AND EAST, 990.38 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON THE SOUTHWESTERLY LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 20110005383 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE N53°53'34"E, 20.00 FEET; THENCE TO THE POINT OF CURVE OF A 10.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N53°53'34"E; THENCE NORTHEASTERLY 15.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE S36°06'26"E, 20.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF RIVERSIDE DRIVE, A PUBLIC ROADWAY, SAID POINT BEING THE POINT OF CURVE OF A 30.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N36°06'26"W, SAID POINT ALSO BEING ON THE BOUNDARY OF SAID PARCEL DESCRIBED IN DOCUMENT NUMBER 20110005383; THENCE NORTHEASTERLY 46.86 FEET ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING.

DRAFT

Agenda Item Number : **21**

Request For Council Action

Date Submitted 2015-04-14 13:48:15

Applicant Dave Terry

Quick Title Traffic Paint

Subject Consider approval to purchase yellow and white traffic paint in the amount of \$128,052, from Ennis Paint for the annual restriping and the chip seal projects. The paint will be purchased from State Contract #129179.

Discussion This is a budgeted item. There is approximately \$190,000 left in the paint striping budget for FY15.

Cost \$128,052.00

City Manager Recommendation Recommend approval

Action Taken

Requested by Cameron Cutler

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

DRAFTAgenda Item Number : **3A****Request For Council Action**

Date Submitted 2015-04-27 12:32:48

Applicant Dennis Garr and Gordon Lyle

Quick Title Public Hearing, GP Amendment, and Ord From BP to MDR

Subject Consider a General Plan Amendment from BP (Business Park) to MDR (Medium Density Residential) on approximately 6.037 acres. The property is generally located at 415 South Dixie Drive behind the existing building on the property. The owners are Mr. Dennis Garr and Mr. Gordon Lyle. The representative is Mr. Dennis Garr. Case No. 2015-GPA-003. (Staff â€ John Willis).

Discussion The applicant is proposing a General Plan amendment to MDR, which accommodates 5-9 units per acre. The property was originally approved as a mixed use project and included the front property. Subsequently, the property has been divided and purchased by the applicant. The applicant intends to build a townhouse project and not mixed use. Planning Commission had a lot of discussion, however, failed to provide a motion that passed. Planning Commission gave no recommendation.

Cost \$0.00

City Manager Recommendation The original project has higher density townhouse units along with a care facility, etc. The issue is traffic and access to the property. Dixie Drive is always going to have a lot of traffic as it is the only way to get around the West Black Hill. Not sure this project will increase that traffic any more than the existing zoned Business Park would.

Action Taken

Requested by John Willis

File Attachments

Approved by Legal Department?**Approved in Budget? Amount:****Additional Comments**

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: **4/14/2015**
CITY COUNCIL SET DATE: **4/16/2015**
CITY COUNCIL MEETING: **5/7/2015**

GENERAL PLAN AMENDMENT: PUBLIC HEARING

Dennis Garr and Gordon Lyle

Case No. 2015-GPA-003

Request: Consider to amend the General Plan Land Use map to change the land use designation from Business Park (BP) to Medium Density Residential (MDR) on approximately 6.037 acres located at 415 south Dixie Drive.

Applicant: Dennis Garr and Gordon Lyle (property owners)

Representative: Dennis Garr

Area: Approx. 6.037 acres

Property: located at 415 south Dixie Drive, behind the existing building on the property.

Current Zones: PDR-Com/Res. The project was approved as a senior citizen mixed use development with commercial and residential.

Current General Plan: Business Park (BP)

Proposed General Plan: Medium Density Residential (MDR) 5 to 9 dwelling units per acre. Units for this site could range from 30 to 54 dwelling units.

Process: The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. 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.

The City General Plan adopted in 2002 and updated periodically thereafter contains policies regarding development of the city.

Request: The applicant requests the General Plan Land Use Map be changed from Business Park to Medium Density Residential (5-9 du/AC) to allow for a multifamily housing project.

Comments:

1. The General Plan land use map is a guide for zoning decisions and zoning requests which are not consistent with the General Plan, generally require a G.P. amendment prior to considering the zoning request. If the General Plan is amended as requested, the applicant would then submit a zone change for a medium density residential project (5-9 dwellings/acre).
2. Density for future zone changes will be supported on the General Plan Land Use designation for the property. Currently, the property has a BP land use designation, which does not support residential development, thus the proposal.
3. The area is surrounded by LDR with MDR and HDR in the vicinity.
4. The previous approval was a mixed use project, which had commercial and residential for senior citizens. The approval was for the overall concept of providing facilities that would support that segment of the population. The project included living quarters, recreation, office, retail, medical facilities, assisted living, and independent living. Residential development in mixed use refers to the General Plan. Properties with the land use designation of commercial are considered HDR, for the purposes of mixed use. Subsequently, the property was divided and the rear portion was acquired by the applicant who is proposing a multifamily project. The proposal is no longer associated with the original mixed use project.
5. Senior housing was approved as mixed-use and approved as high density residential. However, senior housing impacts are substantially less than traditional multifamily, given the potential increase of more individuals, children, vehicles and traffic.
6. Access is provided through a fifty foot (50') easement through the front parcels. Currently, the applicant only has one access, which limits the amount of units to approximately fifty (50).

Staff Recommendations:

The site has constraints, due to having a single access that will limit the number of units. Previous approvals were for more units with a mixed use development. In addition, senior housing is less intense than traditional multifamily developments. The surrounding neighborhood is LDR, however, adjacent is a PD-R, which is medium density. Medium density residential may be more appropriate at this location.

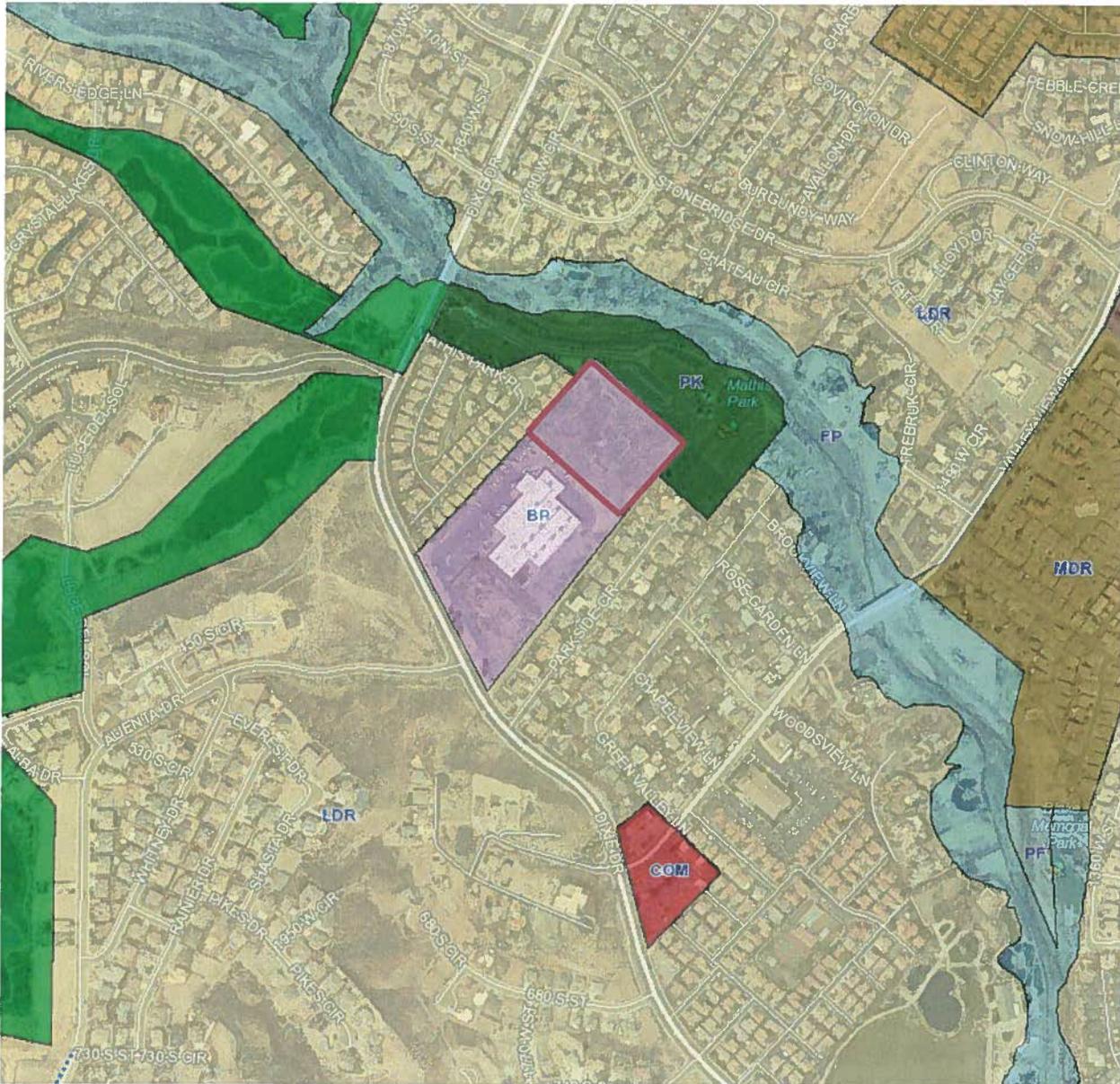
Planning Commission:

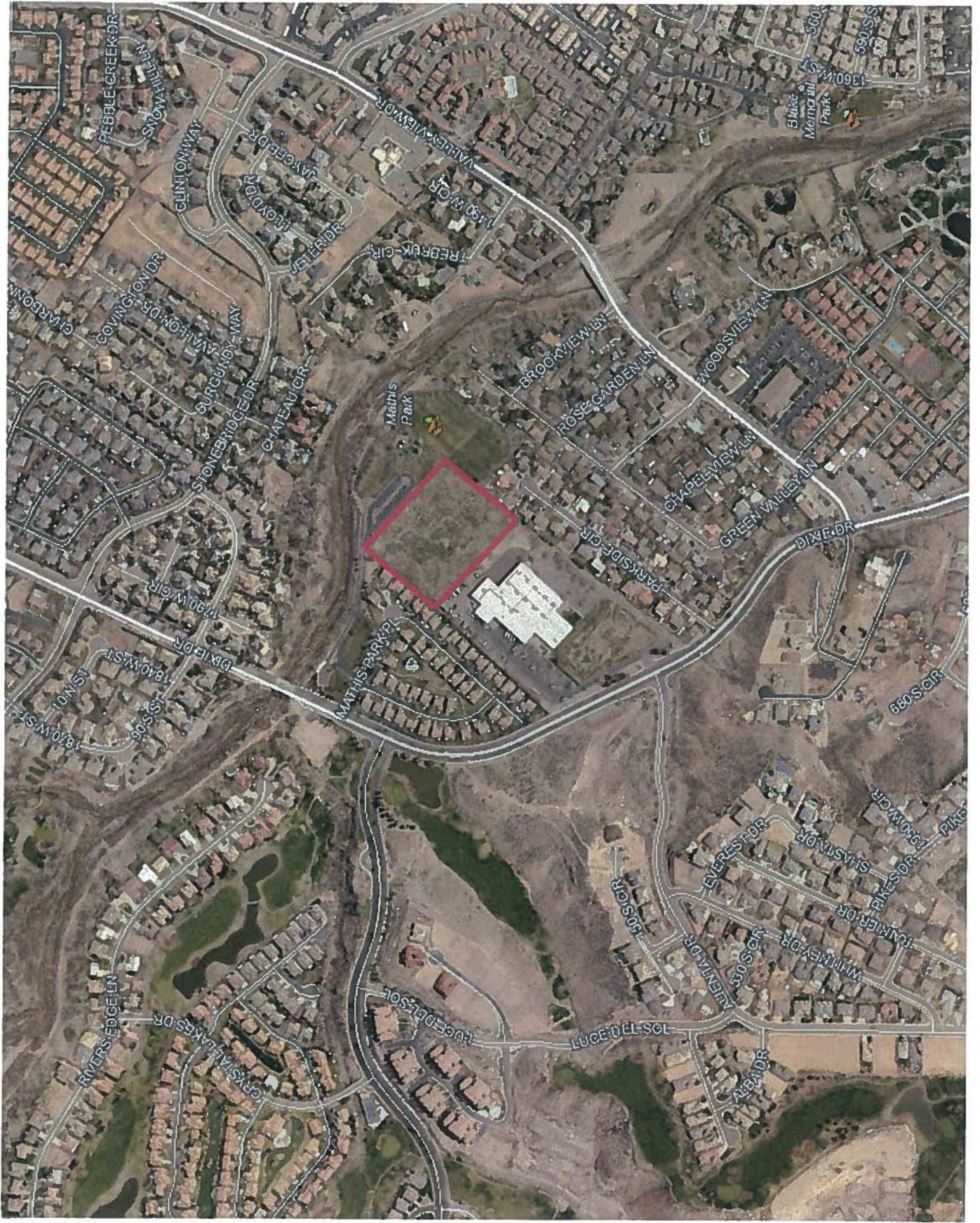
The PC reviewed the application and heard public comment regarding the project. The original request was for HDR and the applicant revised the proposal to MDR at the PC meeting. A quorum was present at the meeting, even though two members left prior to the hearing. Most of the discussion consisted of traffic and whether the proposal was the appropriate land use for the site. A motion was made and failed without enough votes. PC discussed further, however, did not provide another motion. Therefore, the application did not receive a recommendation from the Planning Commission. The following is the motion:

MOTION: Motion was made to recommend to CC that they not approve a GPA to change the designation to MDR based on the fact that there are other uses to be considered and the difficulty of access and existing traffic issues as it may not be the best use of the property. Motion failed (3-2)

SECONDED: Commissioner Diane Adams seconded the motion.

Motion fails. It will proceed to Council with no recommendation.





PEBBLE CREEK DR

SWANWHELE LN

QUINCY WAY

LEON DR

JAYCE DR

VETER DR

TRERBCK CIR

VALLEYVIEW DR

1430 W CIR

1360 W

590 S

1360 W

590 S

Memorial Park

WOODSVIEW LN

BROOKVIEW LN

ROSE GARDEN LN

CHAPELVIEW LN

GREEN VALLEY LN

PARKSIDE CIR

6100 S

1840 W ST

1820 W ST

1800 W ST

1780 W ST

1760 W ST

1740 W ST

1720 W ST

COVINGTON DR

WINDY HOLLOW DR

BURCUNDY WALK

STONEBRIDGE DR

CHATEAU CIR

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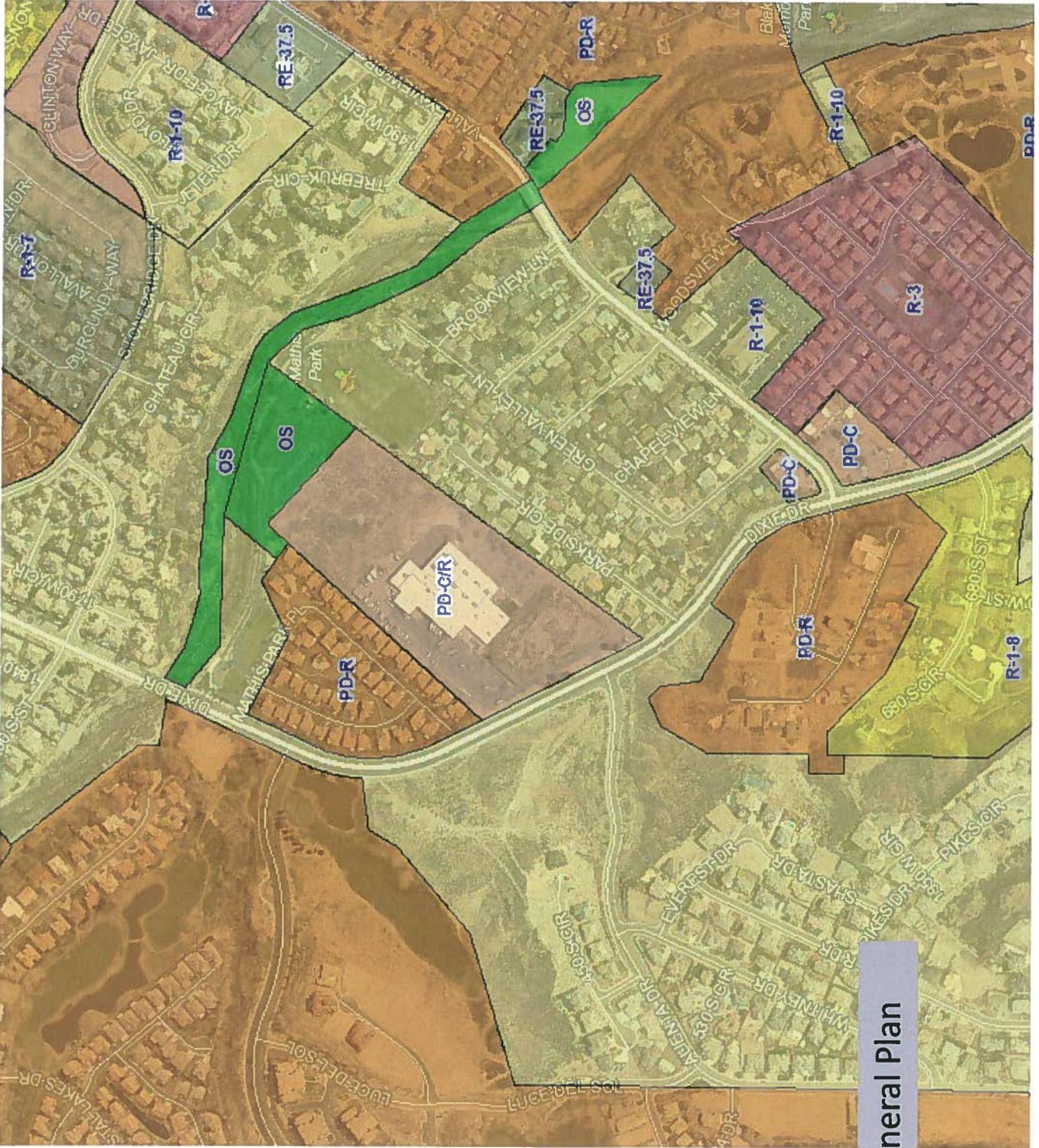
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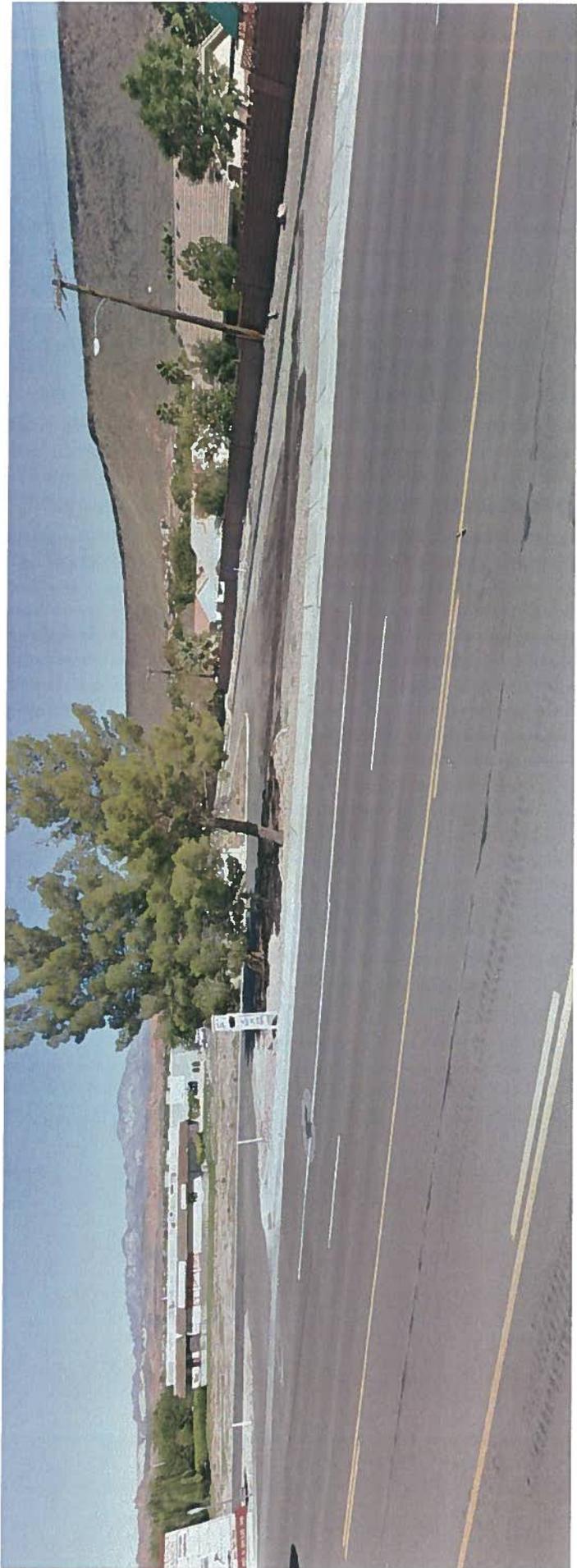
1300 W ST

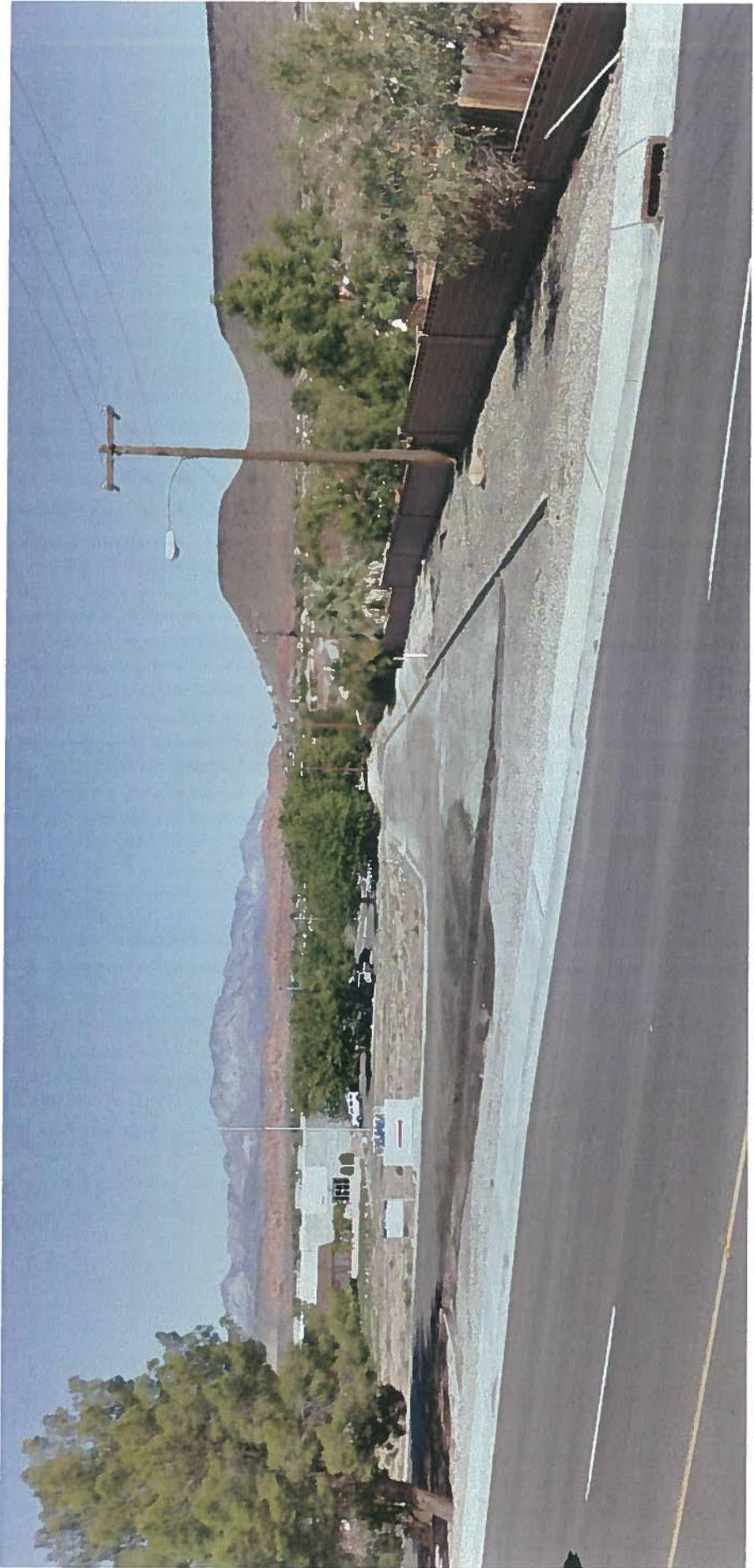
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General Plan





**GENERAL PLAN AMENDMENT
APPLICATION & CHECKLIST**



ZONE CHANGE REQUESTS WHICH ARE NOT CONSISTENT WITH THE GENERAL PLAN SHALL SUBMIT THIS APPLICATION TO THE COMMUNITY DEVELOPMENT DEPARTMENT

I. PROPERTY OWNER(S) / APPLICANT & PROPERTY INFORMATION

LEGAL OWNER(S) OF SUBJECT PROPERTY: DENNIS GARR + Gordon Lyle

MAILING ADDRESS: 3456 Mulberry Dr St George

PHONE: _____ CELL: 435-619-1481 FAX: _____

APPLICANT: _____

(if different than owner)

MAILING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): _____

CONTACT PERSON / REPRESENTATIVE: DENNIS GARR

(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): _____

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property(s) and the surrounding areas.) **Include a 24"x 36" (Arch D - paper size) site plan, highlighting the subject property(s) to be changed, suitable for presentation in public meetings.**

415 S. Dixie Drive

(Behind The old Moore Business Forum Bldg.)

The General Plan Amendment becomes effective on the hearing date if approved by the City Council. General Plan Amendment hearings are held only four (4) times per year (typically the 1st meeting of the month). A meeting will be scheduled for a Planning Commission hearing in one of the following months: January, April, July, & October.

FOR OFFICE STAFF USE ONLY

CASE #: 2015-GPA-003 FILING DATE: 3/27 RECEIVED BY: [Signature] RECEIPT #: _____

*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

II. ADDITIONAL INFORMATION

Provide the following information: (Attach additional sheets if necessary)

1. What is the present zoning on the property? PD - RES / COWA

2. What is the current General Plan designation of the property or area? BP

3. What is the proposed General Plan designation for the property or area? HDR

4. What is the purpose for amending the General Plan? (e.g. describe the proposed project) To be able to build Residential Townhomes instead of Commercial Buildings

5. How will the proposed project affect adjoining properties? It will increase property values over the commercial that could go there

6. Total acreage of the proposed General Plan change: 6.04

7. Does the subject area/property contain any slopes above 20%, floodplains, or wetlands? If so, please describe: NO

8. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts? Yes _____ No
IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering. IF NO, a Traffic Impact Study (TIS) may be required (if determined necessary at Planning Staff Review) to be submitted with this General Plan amendment application or a later Zone Change application.

8. Will any Master Planned roads be affected by this General Plan Change? NO

9. Are neighborhood meetings needed to consider the proposed amendment to the General Plan? Yes _____ No If yes, please explain: _____

10. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes No

Please describe the projected demand for utility services: 50-72 Single
Family Townhomes with Sewer + Water Needs

III. SUBMISSION CHECKLIST FOR GENERAL PLAN AMENDMENT

(A COMPLETE GENERAL PLAN AMENDMENT APPLICATION MUST BE SUBMITTED A **MINIMUM 6 WEEKS** PRIOR TO A REGULARLY SCHEDULED PLANNING COMMISSION HEARING IN JANUARY, APRIL, JULY, & OCTOBER)

Development/Project Name (if applicable) _____
(Project name **must be** previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner DENNIS GARR & Gordon Lyle Phone No. 619-1481-669-2040
Contact Person/Representative DENNIS GARR Phone No. 619-1481
Licensed Surveyor (if applicable) _____ Phone No. _____

GENERAL PLAN AMENDMENT PROCEDURE

Step #1 **Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call* Community Development at 627-4206 to be scheduled for this meeting.**

**Note: Call at least one day in advance to schedule.*

Step #2 **Document Submission Checklist***

**Note: This application will be considered incomplete without the following documents*

- This General Plan Amendment application form completed and signed by all owners;
- Appropriate Filing Fee **Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus**
- County ownership plat with the boundary of the proposed general plan amendment outlined;
- List of property owners within **500' feet** and **two sets** of mailing labels;
- Radius Map** of property owners within 500' feet;
- Site Plan showing the area to be changed highlighted – minimum size 24" x 36" (Arch D);
- 8-1/2" x 11" reduction of the site plan;
- An electronic copy (CD or E-mail) of the site plan in JPEG, TIFF or PDF format.

Step #3 Planning Commission and City Council Hearings

Planning Commission public hearings are heard on the 2nd and 4th Tuesday of the month at 5:00 p.m. The application, a site plan highlighting the area of the proposed change, and a County ownership Plat must be complete and submitted at least 6 weeks prior to the hearing. Incomplete or inaccurate applications **will not** be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing. City Council usually meets on the 1st and 3rd Thursdays of the month

Hearing Dates:

Planning Commission _____
City Council Set Date _____
City Council Hearing Date _____
Council Action _____

Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus

IV. APPLICANT AGREEMENT

We the undersigned applicant(s) DENNIS GARL + Gordon Lyle
(is)(are) the owner(s) _____
or (agent) of the following property(s) and request the General Plan Amendment change as described above.

Dennis Garl
Signature _____

3456 Mulberry Dr. St George
Address _____

[Signature]
Signature _____

2172 E 2480 SO. St. George, Ut
Address _____

Signature _____

Address _____

Signature _____

Address _____

Signature _____

Address _____

Signature _____

Address _____

Attach additional sheets if necessary for additional owners.

GARR PARCEL

Beginning at a point North 0°39'40" East 558.00 feet along the Center Section Line and South 89°20'28" East 864.07 feet from the West Quarter Corner of Section 26, Township 42 South, Range 16 West, Salt Lake Base and Meridian to a point on the Easterly boundary of THE VILLAS AT GREEN VALLEY – AMENDED SUBDIVISION as recorded at the Washington County Recorder's Office with Record Number 589842, thence South 85°27'49" East 57.01 feet to a point on the boundary of Mathis Park, a St. George City Public Park as recorded at the Washington County Recorder's Office with Book #635, Page #475, Book #650, Page #366 and Book #692, Page #253; thence following said boundary of Mathis Park South 47°35'20" East 476.09 feet; thence continuing along said boundary of Mathis Park along the Westerly boundary of PARKSIDE ESTATES SUBDIVISION, as recorded at the Washington County Recorder's Office with a Recorded Number 483742, South 36°23'39" West 486.04 feet; thence leaving said Westerly boundary of PARKSIDE ESTATES North 47°26'16" West 572.04 feet to a point on said Easterly boundary of THE VILLAS AT GREEN VALLEY; thence following along said Easterly boundary of THE VILLAS AT GREEN VALLEY North 42°24'40" East 446.85 feet to the Point of Beginning.

Containing 262,970 Square Feet or 6.037 Acres

RECEIVED
APR 08 2015

P.O. Box 34, Millerville
1825 W Park Place, St George
April 6, 2015

BY: Community Development Dept.
City of St. George
175 East 200 North, St George

Att: John Willis

We have just purchased property in Mathis Park Place. Part of the reason for this purchase was the lack of HDR property opening it. The additional traffic entering Dixie Drive would impact our ability to enter and leave our street. The traffic and housing residents would cause additional noise. We therefore would request you leave the zone as it is and as we were told it was when we purchased the property.

Sincerely
Cathy Davis
Joni Davis

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FOR 6.037 ACRES LOCATED AT 415 SOUTH DIXIE DRIVE AND OWNED BY DENNIS GARR AND GORDON LYLE

WHEREAS, the applicant / property owner has requested a change to the General Plan Land Use Map for property located at 415 South Dixie Drive from Business Park (BP) to Medium Density Residential (MDR); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on May 7, 2015; and

WHEREAS, the Planning Commission held a public hearing on April 14, 2015, and

WHEREAS, the City Council has determined that a change to the General Plan is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation Business Park (BP) to Medium Density Residential (MDR); Exhibit 'A' attached.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 7th day of May, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

DRAFTAgenda Item Number : **3B****Request For Council Action**

Date Submitted 2015-04-27 11:58:31

Applicant Dixie Power (Dixie Escalante Rural Electrical Association)

Quick Title Public Hearing, GP Amendment, and Ord From LDR to PO

Subject Public hearing to consider an amendment to the General Plan from LDR (Low Density Residential) and MDR (Medium Density Residential), to PO (Professional Office) on 11.3 acres. The property is generally located at 3025 South River Road. The applicant is Dixie Escalante Rural Electrical Association and the representative is Mr. Jared Madsen, Alpha Engineering. Case No. 2015-GPA-002. (Staff â€œ Ray Snyder).

Discussion This proposal is to change the General Plan to allow for the future submittal of a zone change to allow development of a professional office for an existing utility company site. The site is adjacent to the existing office and they would like to expand. Planning Commission Recommends Approval.

Cost \$

City Manager Recommendation Planning Commission recommends approval. The site already has a substation and storage there so this appears to be in line with the existing uses.

Action Taken

Requested by John Willis

File Attachments

Approved by Legal Department?**Approved in Budget? Amount:****Additional Comments**

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 4/14/2015

CITY COUNCIL SET DATE: 4/16/2015

CITY COUNCIL MEETING: 5/7/2015

GENERAL PLAN AMENDMENT: PUBLIC HEARING

Dixie Power

Case No. 2015-GPA-002

Request: To amend the General Plan from LDR (Low Density Residential) and a small portion of MDR (Medium Density Residential), to PO (Professional Office) on 11.3 acres. The property is generally located at 3025 South River Road (*site includes approx. 1,300 LF of frontage along the south side of River Road at the intersection of River Road and Tamarisk Drive – adjacent to the Bloomington Hills subdivision*). This proposal is to change the General Plan to allow for the future submittal of a zone change to allow development of a professional office for an existing utility company site.

Applicant: Dixie Power (Dixie Escalante Rural Electrical Association)

Representative: Jared Madsen, Alpha Engineering

Reference: In 2004 the City Council approved a conditional use (CUP) for the site to allow Dixie Escalante to create the existing site (Case No. 2004-CUP-025). See attached staff report for the CUP.

Area: Approx. 11.3 acres

Property: Generally located at 3025 South River Road.

Current Zones: R-1-10 & OS (Open Space)

Current General Plan: LDR (Low Density Residential) and MDR (Medium Density Residential)

Proposed General Plan: Submitted is an application for PO (Professional Office). Note that BP (Business Park) was not selected because in Table 6-3 of the Land Use Element of the General Plan, it states "*Outside storage and materials is not allowed in this area.*" Staff recommended the applicant consider Professional Office. Both "BP" and "PO" are similar and each would allow a future office building, but PO does not have any language restricting outside storage and the utility company requires outside equipment and pole storage.

Process:

The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. 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.

Comments:

1. CUP vs GPA - Originally staff recommended to the applicant that the general plan remain as is and instead submit a conditional use permit (CUP) as was done in 2004 for the original site (*for reference see attached staff report from 2004*). However, the applicant chose to submit a general plan land use amendment to cover the existing utility site and its expansion. If approved by council, the applicant intends to return with a zone change (ZC) application.
2. Office Land Use - Staff recommends a PO (Professional Office) General Plan land use be considered and not a BP (Business Park). Because a BP specifically does not allow outside storage (*Table 6-3 in General Plan*). The existing site has outside storage. The applicant intends to return with a ZC application to allow a two-story office building (at this time no additional outside storage has not been indicated).
3. Public Hearing - A GPA requires a public hearing (as does a ZC).
4. PD- AP – A PD-C (Planned Development Commercial) ZC was not recommended because if the land was zoned to a commercial zone and if it were resold in the future, then it's possible that unanticipated commercial development at the site might result. However, staff recommends a PD-AP (Planned Development Administrative Professional) zone as the next step.
5. Utility Yard - A discussion of the utility / power yard and any future expansion should be discussed.
6. Existing Sub Station - Discuss the existing substation.
7. Merge Lots - Will the properties need to be combined before construction is approved?
8. Use List – If the PD-AP GPA is approved and the applicant returns with a ZC, then the submittal of a “Use List” will be

required. The PD-AP can limit the use(s). Listed below are possible uses that could be unique to this site with a ZC:

- a. Electrical utility - power distribution sub station
 - b. Electrical utility - outside storage yard
 - c. Electrical utility - pole storage yard
 - d. Electrical utility - professional office building
 - e. Electrical utility - maintenance shop
 - f. Electrical utility – equipment storage
 - g. Electrical utility - warehouse
9. Complete ZC application – After a GPA, a PD-AP ZC will require submittal of a narrative, site plan, building elevations, building rendering, color & materials board, etc. The PD-AP will provide council an opportunity to review specific design and site details.
10. Scheduling - The following is a possible schedule for processing a GPA and associated ZC:
- a. GPA to PC – 4/14/2015 (PC recommended approval)
 - b. GPA – set date by council – 4/16/2015
 - c. GPA – council public hearing – 5/7/2015
 - d. ZC – submit application by 4/21/2015
 - e. ZC to PC – 5/12/2015
 - f. ZC – set date by council – 5/21/2015
 - g. ZC – council public hearing – 6/4/2015

REFERENCE – original site approval in 2004

ITEM 4B

PLANNING COMMISSION REPORT FROM: 4/27/2004
CITY COUNCIL MEETING FOR: 5/6/2004

CONDITIONAL USE PERMIT

Case # 2004-CUP-025

Request: To construct a warehouse expansion at the existing Dixie Escalante facility.

Property: The subject property is located at 3025 South River Road.

Zoning: A-1, R-1-10, and OS

General Plan: LDR (Low Density Residential).

Ordinance:

Title 10, Chapter 5 “Agricultural Zones,” Section 10-5-3 “Conditional Uses” lists public utilities and facilities.

Title 10, Chapter 7 “Residential Zones,” Section 10-7A-3, 10-7B-3, and 10-7C-3 “Conditional Uses” lists public utilities and facilities.

Title 10, Chapter 12 “Open Space Zone,” Section 10-12-3 “Conditional Uses” lists public utilities and transmission lines.

Thus a conditional use permit is required for approval of this request because the property is located within the three (3) zones listed above.

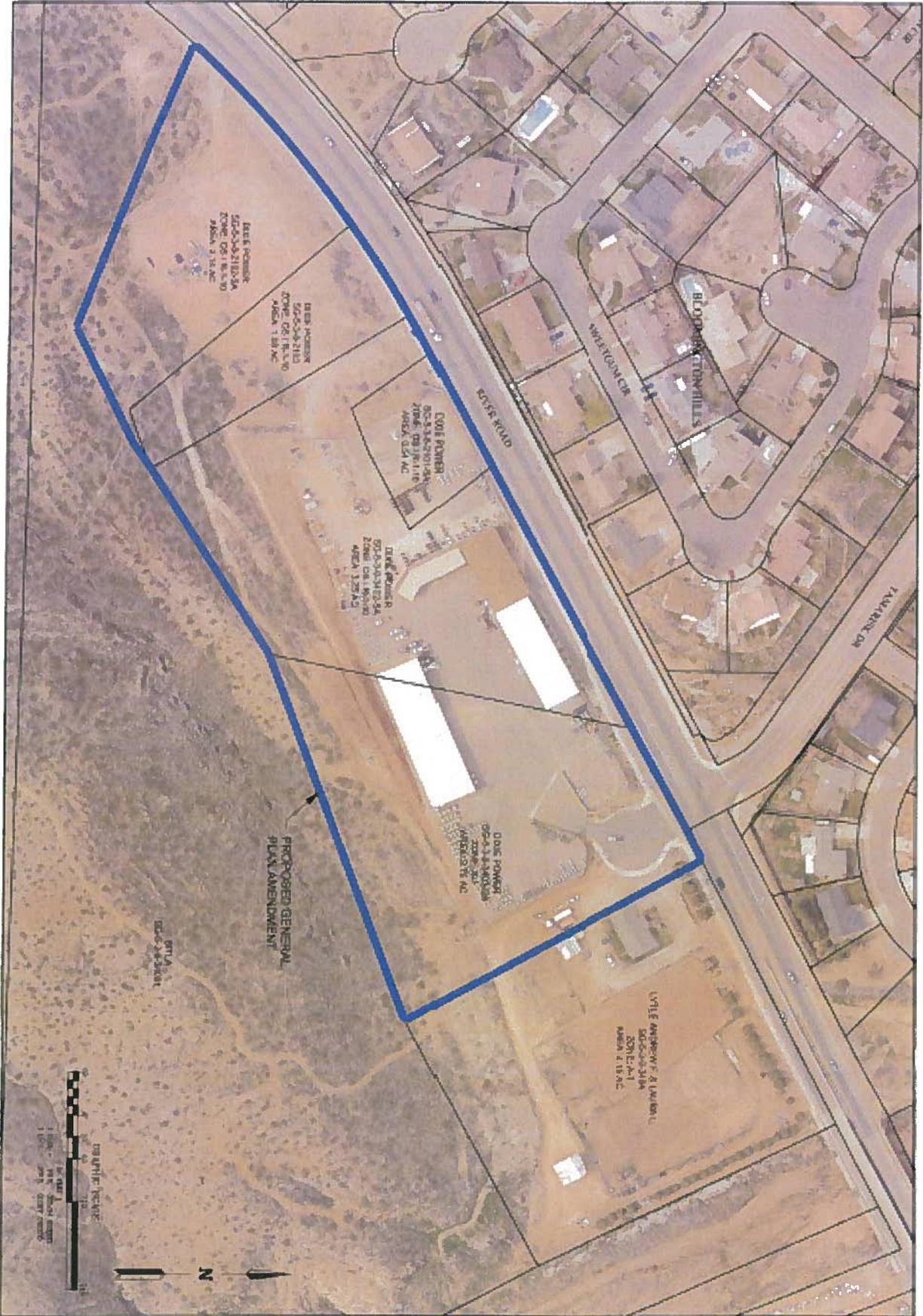
Applicant: Dixie Escalante applicant, Mr. Andy Lytle representative.

Project: The applicant proposes to construct a 200 ft. x 60 ft. (12,000 SF) warehouse / truck garage building. This building would be connected to the east side of the existing building. The proposal also includes a pole storage yard, a transformer storage yard, block screening walls, and interior site paving.

Parking: A circular driveway on River Road is proposed primarily for deliveries such as UPS. A new asphalt area behind the existing building and the new building is proposed for the temporary parking of utility vehicles.

River Road Construction:	<p>The City has designed and accepted a bid for the construction of River Road Phase II. This is known as SBG project number 14492B and C-B Project number 240104. This project consists of grading, surfacing, drainage, structures, and signing of Brigham Road from 900 East to River Road and River Road from Brigham Road to 2450 South.</p> <p>The River Road project will construct the adjacent road and related infrastructure in front of the Dixie Escalante site.</p>
Circulation:	<p>This project includes the formation of the logical extension of Tamarisk Drive in the form of a cul-d-sac on the site property.</p>
Landscaping:	<p>The applicant has submitted a proposed landscaping plan for review by staff and the Planning Commission (see attachment).</p>
Design:	<p>The applicant has submitted a building design that matches the existing block building and color. A six-foot block wall is proposed around the transformer yard.</p>
Adjacent Land Uses:	<p>There are single-family residences on the west side of River Road (Bloomington Hills No.1 Sub.Div.). The property to the north (on the east side of River Road) is the single-family residence of Mr. Andy Lytle. The property to the south and east is vacant.</p>
Required Setbacks:	<p>Front: 25 ft. Side: 8 ft. & 10 ft. Rear: 10 ft.</p>
Proposed Setbacks:	<p>(Building) Front: 30 ft. Side(north): 230 ft. Rear: 360 ft.</p>
Bldg. Height:	<p>24'-3".</p>
Information:	<p>The existing chain link fence in front of the storage yard will be removed and replaced in kind by the River Road reconstruction project</p>

Recommendation:	<p>The Planning Commission recommends approval with conditions that would include, but not be limited to the following:</p> <ol style="list-style-type: none">1. Install a six-foot block wall to screen the transformer and pole yards from River Road.2. The hillside shall not be disturbed.3. This conditional use permit approval is for the site plan, elevation, and landscape plan as submitted by the applicant on April 19, 2004, only and excludes the area west and southwest of the existing transformer storage yard.4. The old parking area off of river road is not a part of the circular driveway. Asphalt shall be removed and this area shall be incorporated into the landscaping.
------------------------	--



DATE	1
BY	
APP'D	
REV	

COUNTY OWNERSHIP EXHIBIT

DIXIE POWER
ST. GEORGE, UTAH



NO.	DATE	BY	DESCRIPTION

**GENERAL PLAN AMENDMENT
APPLICATION & CHECKLIST**



ZONE CHANGE REQUESTS WHICH ARE NOT CONSISTENT WITH THE GENERAL PLAN SHALL SUBMIT THIS APPLICATION TO THE COMMUNITY DEVELOPMENT DEPARTMENT

I. PROPERTY OWNER(S) / APPLICANT & PROPERTY INFORMATION

LEGAL OWNER(S) OF SUBJECT PROPERTY: Dixie Power (Dixie Escalante Rural Electric Assn)

MAILING ADDRESS: 145 Brigham Rd, St George, UT 84790

PHONE: (435) 673-3297

CELL: _____

FAX: _____

APPLICANT: _____

(If different than owner)

MAILING ADDRESS: _____

PHONE: _____

CELL: _____

FAX: _____

EMAIL ADDRESS(ES): _____

CONTACT PERSON / REPRESENTATIVE: Jared Madsen, Alpha Engineering Company

(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS: 43 S 100 E, Suite 100, St George, UT 84770

PHONE: (435) 628-6500

CELL: _____

FAX: _____

EMAIL ADDRESS(ES): jaredmadsen@alphaengineering.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property(s) and the surrounding areas.) **Include a 24"x 36" (Arch D – paper size) site plan, highlighting the subject property(s) to be changed, suitable for presentation in public meetings.** Approx. 1,300 ft of frontage along the south side of River Road at the intersection of River Road and Tamarisk Drive adjacent to the Bloomington Hills Subdivision.

The General Plan Amendment becomes effective on the hearing date if approved by the City Council. General Plan Amendment hearings are held only four (4) times per year (typically the 1st meeting of the month). A meeting will be scheduled for a Planning Commission hearing in one of the following months: January, April, July, & October.

FOR OFFICE STAFF USE ONLY

CASE #: 2015-GPA-002 FILING DATE: 3/26 RECEIVED BY: [Signature] RECEIPT #: 12391

*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

II. ADDITIONAL INFORMATION

Provide the following information: (Attach additional sheets if necessary)

1. What is the present zoning on the property? Open Space, A-1 and R-1-10
2. What is the current General Plan designation of the property or area? Low Density Residential
3. What is the proposed General Plan designation for the property or area? ~~Business Park~~ Professional Office
4. What is the purpose for amending the General Plan? (e.g. describe the proposed project) _____
The owner, which is a public utility, wishes to build an office building to be used for internal purposes. The building will not be leased to other companies. It is adjacent to the owner's existing substation and storage yard.
5. How will the proposed project affect adjoining properties? _____
The public utility office building will serve as the workplace for approximately 20 employees. The building will be constructed to aesthetically blend into the surroundings and not contrast in a negative way with the adjacent Bloomington Hills subdivision.
6. Total acreage of the proposed General Plan change: 11.3 acres
7. Does the subject area/property contain any slopes above 20%, floodplains, or wetlands? If so, please describe: A small area at the back of the property contains slopes that exceed 20%. The owner intends to install retaining walls if necessary, and the majority of the site will otherwise be constructed on flatter portions of the site.
8. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts? Yes _____ No x
IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering. IF NO, a Traffic Impact Study (TIS) may be required (if determined necessary at Planning Staff Review) to be submitted with this General Plan amendment application or a later Zone Change application.
8. Will any Master Planned roads be affected by this General Plan Change? No. The additional load count to be aggregated to the existing load on River Road, which is designated as an Arterial Road, is negligible.
9. Are neighborhood meetings needed to consider the proposed amendment to the General Plan? Yes _____ No x If yes, please explain: _____

10. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes X No _____

Please describe the projected demand for utility services: It is assumed that capacity for the mentioned utilities is available based on the existing land use designation. However, it will be further analyzed and coordinated with the respective utility companies during the design phase. The proposed use will include an office building serving approximately 20 employees and requiring the associated typical water, power, sewer and drainage loads.

III. SUBMISSION CHECKLIST FOR GENERAL PLAN AMENDMENT

(A COMPLETE GENERAL PLAN AMENDMENT APPLICATION MUST BE SUBMITTED A MINIMUM 6 WEEKS PRIOR TO A REGULARLY SCHEDULED PLANNING COMMISSION HEARING IN JANUARY, APRIL, JULY, & OCTOBER)

Development/Project Name (if applicable) _____
(Project name **must be** previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner Dixie Power Phone No. (435) 673-3297
Contact Person/Representative Alpha Engineering, Jared Madsen Phone No. (435) 628-6500
Licensed Surveyor (if applicable) _____ Phone No. _____

GENERAL PLAN AMENDMENT PROCEDURE

Step #1 Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call* Community Development at 627-4206 to be scheduled for this meeting.

**Note: Call at least one day in advance to schedule.*

Step #2 Document Submission Checklist*

**Note: This application will be considered incomplete without the following documents*

- This General Plan Amendment application form completed and signed by all owners;
- Appropriate Filing Fee **Filing Fee:** \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre **and \$25 per acre 101-500 and \$10.00 per acre 501-plus**
- County ownership plat with the boundary of the proposed general plan amendment outlined;
- List of property owners within **500' feet** and **two sets** of mailing labels;
- Radius Map** of property owners within 500' feet;
- Site Plan showing the area to be changed highlighted – minimum size 24" x 36" (Arch D);
- 8-1/2" x 11" reduction of the site plan;
- An **electronic copy** (CD or E- mail) of the site plan in JPEG, TIFF or PDF format.

Step #3 Planning Commission and City Council Hearings

Planning Commission public hearings are heard on the 2nd and 4th Tuesday of the month at 5:00 p.m. The application, a site plan highlighting the area of the proposed change, and a County ownership Plat must be complete and submitted at least 6 weeks prior to the hearing. Incomplete or inaccurate applications **will not** be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing. City Council usually meets on the 1st and 3rd Thursdays of the month

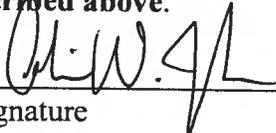
Hearing Dates:

Planning Commission April 14, 2015
City Council Set Date _____
City Council Hearing Date _____
Council Action _____

Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus

IV. APPLICANT AGREEMENT

We the undersigned applicant(s) Colin Jack
(is)(are) the owner(s) Dixie Power
or (agent) of the following property(s) and request the **General Plan Amendment change as described above.**


Signature

145 Brigham Rd, St George, UT 84790
Address

Signature

Address

Attach additional sheets if necessary for additional owners.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FOR 11.3 ACRES LOCATED AT APPROXIMATELY 3025 SOUTH RIVER ROAD AND OWNED BY DIXIE POWER (DIXIE ESCALANTE RURAL ELECTRICAL ASSOCIATION)

WHEREAS, the applicant / property owner Dixie Power (Dixie Escalante Rural Electrical Association) has requested a change to the General Plan Land Use Map for property located at approximately 3025 South River Road from Low Density Residential (LDR) and MDR (Medium Density Residential) to PO (Professional Office); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on May 7, 2015; and

WHEREAS, the Planning Commission held a public hearing on April 14, 2015, and

WHEREAS, the City Council has determined that a change to the General Plan is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from Low Density Residential (LDR) and MDR (Medium Density Residential) to PO (Professional Office) Exhibits 'A' and 'B' attached.

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

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

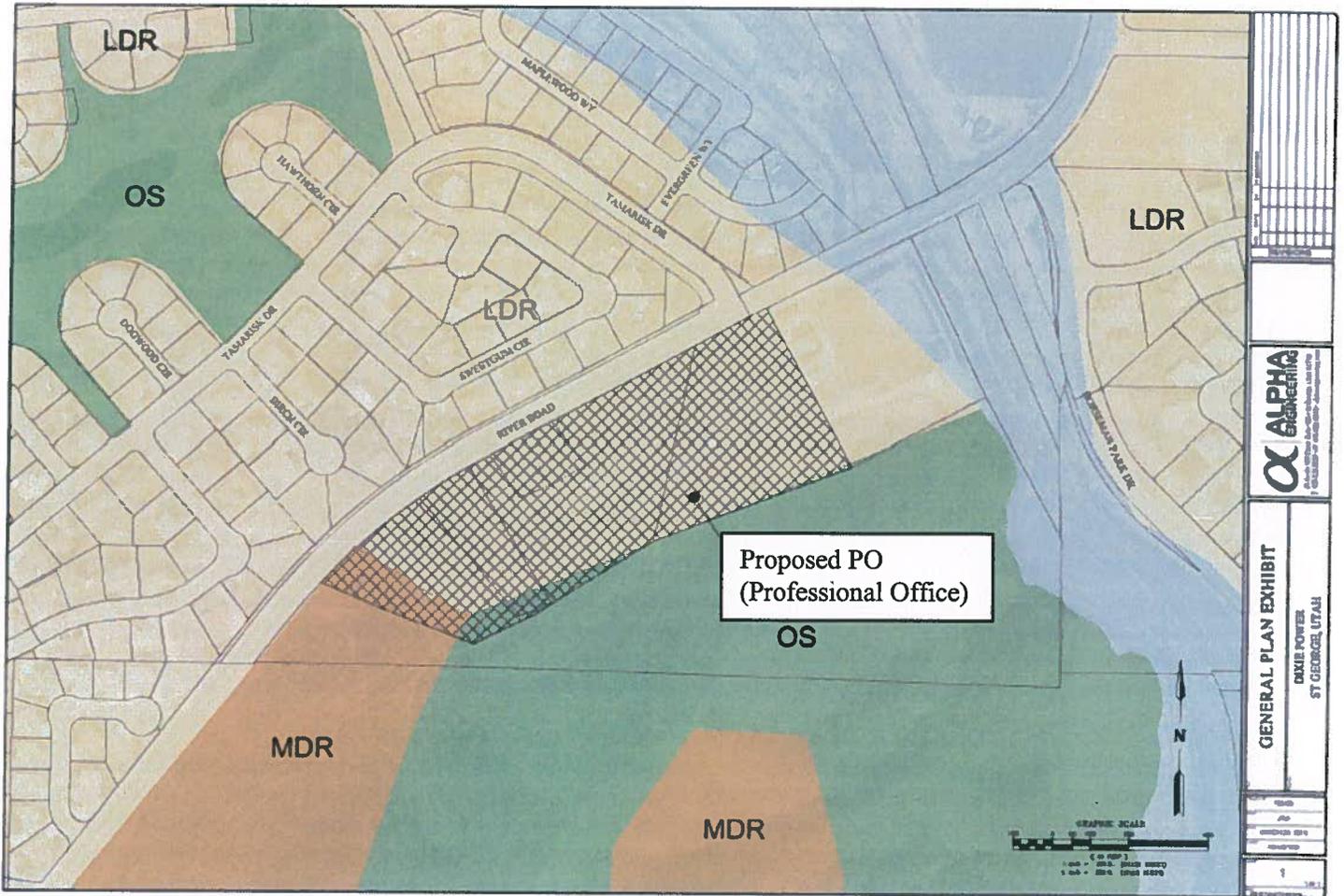
APPROVED AND ADOPTED by the City Council of the City of St. George, this 7th day of May, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "B"



DRAFTAgenda Item Number : **3C****Request For Council Action****Date Submitted** 2015-04-27 12:45:18**Applicant** Bach Homes**Quick Title** Public Hearing, Zone Change, and Ord From R-1-10 to PD-R

Subject Consider a zone change from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on 11.75 acres to accommodate a multiple family development project consisting of twelve (12) dwelling structures which includes 244 apartment units, a clubhouse, two pavilions, and covered garage structures. The property is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East) The project is "Grayhawk Apartments at River's Edge."

Discussion The applicant is requesting an apartment complex of approximately 20 du/acre. In addition to the PD-R approval, they are requesting a reduction in parking and an increase in building heights to 45'. Planning Commission recommends approval with conditions. This application was originally heard and approved by the City Council on March 19. However, the labels provided by the applicant via their title company, were incorrect and did not include everyone within the 500' radius. Therefore, the noticing was done incorrect and the item is being reconsidered by the City Council.

Cost \$0.00

City Manager Recommendation City Council approved this request previously. There was an error in the notice process so it has been renoticed and public hearing advertised. The project has not changed and appears this is a good place for this type of development.

Action Taken**Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

ZONE CHANGE

PLANNING COMMISSION AGENDA REPORT: **02/24/2015**
CITY COUNCIL MEETING: **03/19/2015**
CITY COUNCIL MEETING: **05/07/2015**

ZONE CHANGE

Grayhawk Apartments at River's Edge

Case No. 2015-ZC-004

Request: Consider a zone change from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on 11.75 acres to accommodate a multiple family development project consisting of twelve (12) dwelling structures which includes 244 apartment units, a clubhouse, two pavilions, and covered garage structures. The property is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East) The project is "Grayhawk Apartments at River's Edge."

Applicant: Bach Homes
11650 South State Street, Suite 3000
Draper, Utah 84020

Representative: Mr. Robert Reid, PE, - Rosenberg Associates

Area: 11.75 acres

Address: The property is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East)

Current Zone: R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size)

General Plan: HDR (High Density Residential). The General plan was changed from Professional Office (PO) and Business Park (BP) to High Density Residential (HDR), (10 or more du/ac) by the St. George City Council on March 6, 2014. *Case No. 2014-GPA-002.*

Previous Action: This application was originally heard and approved by the City Council on March 19. However, the labels provided by the applicant via their title company, were incorrect and did not include everyone within the 500' radius. Therefore, the noticing was done incorrect and the item is being reconsidered by the City Council. Letters from the title company, as well as, the applicant apologizing have been included in the packet. In addition, the applicant sent letters to the property owners and held a neighborhood meeting.

Adjacent zones: North: R-1-10 (Single-Family Residential)
East: R-1-10 (Single-Family Residential) and PD-R (Planned Development Residential)
South: R-1-10 (Single-Family Residential)
West: R-1-10 (Single-Family Residential)

Project: The applicant's proposal is to build 244 units on an 11.75 acre parcel. The project will consist of eight 4-story, one 3-story, and three 2-story buildings. Four story buildings will be approximately forty-five (45) feet tall. Two story buildings will be located on the southwest perimeter of the project and will be approximately twenty-three (23) in height. The project will have one three story building, which is located along the northwest border and adjacent to the existing two story townhouses. The existing townhouse property is approximately ten (10) feet higher in elevation than the proposed project. The applicant reduced the height to three stories, in order to mitigate the height for the adjacent property. Given the ten feet grade change between properties, the three story building will appear to be two stories to the adjacent property. The project includes apartments, as well as, townhouse units with selected units having access to garages. Buildings will have units with 1, 2, 3, and 4 bedrooms.

Units: **244 Total Units**

Density: 20.77 du/ac. According to PD regulations, density shall conform to the limitations set forth in the General Plan, which is 10 to 22 dwelling units per acre. The applicant is proposing, nearly the highest density allowed under the HDR land use designation.

Parking: Off Street Parking Requirements, require two parking spaces per unit, with one being covered. In addition, one guest parking space per three units is required. The applicant is providing 506 parking spaces, which includes 181 uncovered, 244 covered, and 81 guests parking. Per city code, the project is required a total of 569 parking spaces. The applicant is meeting the covered parking and guest parking requirement, however, is not meeting the uncovered parking requirement. The applicant is requesting a reduction of 63 parking spaces, which the request permitted by code.

According to 10-19-4(A)(3), projects with more than fifty (50) dwelling units, the applicant may request a reduction of the requirement to one and one-half (1.5) spaces per unit where it can be shown that two (2) spaces per unit is an excessive amount of parking. The applicant is providing approximately 1.74 spaces per unit and a total of 2.07 spaces if guest parking is included.

According to the applicant and PD text, they believe this is sufficient parking, given other similar projects they have built. In addition, the applicant provided a parking study prepared by Hales Engineering. The study reviewed parking for three multi-family projects in the community and surveyed utilization of parking spaces. Based on the recommendation of Hales Engineering, the project would have sufficient parking. Please refer to the PD text and parking study for more information regarding the reduction request.

In addition to vehicle parking, the applicant is proposing 283 bicycle parking onsite, which includes covered and uncovered spaces.

Landscaping:

The project will need to comply with the Landscape Ordinance (Ord. 10-25), additionally according to the Planned Development ordinance, 30% of the site must be landscaped and half of the landscaping must be in the form of live vegetation. The applicant is proposing 35% of the site in open space, which conforms to the ordinance.

Recreational Area:

As per Ord. 10-8-5(K), (1,000 sq. ft. for the first 5 units and 200 sq. ft. for every unit after the first five) the applicant is required to provide at least 1.12 acres (48,800 sq. ft.) of designated recreational space. The applicant is proposing to provide 49,406 sq. ft. of recreational space. Recreation areas will be in the form of a playground and useable green space.

Narrative:

A written text was provided in compliance with Ord. 10-8-4 (see attached).

Streets:

The project will be served by two public streets on the south and west of the property. The main access into the project will be 2450 East and will be extended to serve the property. 2200 East will be extended and connect with 2450 East, which will provide an additional access to the property. Only the portion of 2450 East which is adjacent to the project will be completed. A Traffic Impact Study was completed for the project and is being reviewed.

Building Heights:

The four story buildings will be a maximum of forty-five feet and eight inches (45'-8") in height. The applicant is requesting a greater height than what is permitted. The PD zoning ordinance does allow for an increase in height and states: No building shall be erected to a height greater than thirty five feet (35') unless specifically approved as a part of the zone change approval. Four story buildings are generally located in areas that would minimize

impact to adjacent properties, which is the LDS church and Millcreek High School.

Staff Comments:

1. The applicant has submitted a colored site plan, colored elevations and a color materials board as required.
2. Buildings must meet setback and building separation requirements for the PD zone.
3. The applicant is requesting building heights greater than thirty-five (35) feet, which requires specific approval as part of the zone change.
4. Building permits for construction must be obtained within eighteen (18) months or property will revert back to the previous zone.
5. The applicant is requesting a reduction in parking, which may be reduced by the City Council with the recommendations of the Planning Commission, if evidence supports a decrease and is shown to be an excessive amount of parking.
6. HDR (High-Density Residential) designation provides a density range of 10 to 22 units per acre, which does not always indicate that 22 units per acre is appropriate for every parcel of land.

The property is mostly isolated and surrounded by institutional uses to the north, Virgin River on the south, and potential commercial to the southwest, therefore, impacts to surrounding areas are minimal. However, the property is adjacent to townhouses to the north, which the applicant has reduced the height, in order to minimize the visual impact. Staff does have concerns with the amount of reduction of parking and if what is being proposed is sufficient. The applicant has provided a parking study that supports the request. Any motion for the application should specifically address the increase in height and reduction in parking.

Planning Commission:

PC spent considerable time discussing the project. PC believed that this was a good addition to the community, however, recommended approval with conditions. The conditions were based on three concerns expressed, which were density, parking, and height of buildings. The following is the motion and recommendations:

MOTION: Commissioner Don Buehner made a motion to **recommend approval for the project with the condition that 6 of the 8 buildings (K and L) be considered for a height variance rather than 8.** The recommendation to City Council is to approve this zone change for Grayhawk at River Edge because the Planning Commission believes, based on the evidence and comments tonight that this is a good addition to the community. The conditions are to address concerns with the 3 requests – 1 is parking per unit, 2 is height, 3 is density. It is appropriate to consider concession to have 6 buildings rather than 8 height variance.

By only allowing 6 of the 8 buildings to be 4 stories, it decreases density and reducing the amount of parking required. The reduction in units brings the project closer into compliance with current code. The parking deficiency would be 26 parking spaces, opposed to the 63 parking spaces that is being request. Further, the number of units would be reduced by 16 and decrease density to 19 dwelling units per acre. Buildings K and L were specifically reduced, due to having the least amount of parking around the units and decreasing density the most.

**PD ZONE CHANGE
PLANNED DEVELOPMENT (PD)
APPLICATION & CHECKLIST**



APPLICATION FOR A ZONE CHANGE AS PROVIDED BY THE
CITY OF ST. GEORGE ZONING ORDINANCE
CITY OF ST. GEORGE, UTAH

I. PROPERTY OWNER(S) / APPLICANT & PROPERTY INFORMATION

LEGAL OWNER(S) OF SUBJECT PROPERTY: Dinosaur Crossing, LLC

MAILING ADDRESS: 2920 S 925 W Ogden, UT 84402

PHONE: _____ CELL: _____ FAX: _____

APPLICANT: Grayhawk Apartments at Rivers Edge, LLC or assigns
(If different than owner)

MAILING ADDRESS: 11650 South State Street, Suite 300, Draper, Utah 84020

PHONE: 801-727-9500 CELL: _____ FAX: _____

EMAIL ADDRESS(ES): _____

CONTACT PERSON / REPRESENTATIVE: Robert Reid, P.E., P.L.S.
(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS: 352 East Riverside Drive, Suite A-2, St. George, Utah 84790

PHONE: 435-673-8586 CELL: _____ FAX: 435-673-8397

EMAIL ADDRESS(ES): robr@racivil.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property and the surrounding areas.) Include a **colored** site plan and **colored** landscape plan, and **colored** elevation drawings (all four sides) suitable for presentations in public meetings. The proposed development is located between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East).

The Zone Change becomes effective on the hearing date if approved by the City Council. A PD (Planned Development Zone *is approved for a period of 18 months only* unless building permits have been issued and the project commenced prior to 18 months from the above hearing date.

OFFICE STAFF USE ONLY

CASE #: 20___-ZC-___ FILING DATE: _____ RECEIVED BY: _____ RECEIPT #: _____

*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

II. ADDITIONAL INFORMATION

Provide the following information: (Attach additional sheets if necessary)

1. What is the present zoning on the property? Single-Family Residential Zone: R-1-10
2. What zone or zones are requested by this application? Planned Development Zone
3. Is the zone change in harmony with the present City General Plan? Yes No
4. If no, what does the City General Plan propose for the subject property? _____
(If the application is not in harmony with the City General Plan, a General Plan Amendment hearing will be required prior to the zone change request. General Plan Amendment hearings are held four (4) times per year in January, April, July, and October. A General Plan Amendment application can be obtained from the Community Development Department or online at <http://www.sgcity.org/commdev/forms.php>)
5. Total acreage of proposed zone change: 11.37 Acres
6. Are there deed restrictions against the property that might affect the requested zone change?
Yes _____ No
A copy of the deed restrictions, if any, may be submitted in support of the application and shall be submitted if contrary to the request zone change.
7. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts?
Yes No _____
IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering. IF NO, a Traffic Impact Study will be required (if determined necessary at Planning Staff Review) to be submitted with the application and reviewed prior to approval by the City Council.
8. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes No _____
Please describe the projected demand for utility services: The proposed development will feature twelve (12) dwelling structures, including two-hundred and fifty (250) apartment units, a clubhouse, one pavillion and covered garage structures . Attached within this application are will-serve letters from the Energy and Water Services Department indicating the City of St. George has the capacity to provide the necessary power, culinary water and sanitary sewer services for the proposed development. A lift station will be provided by the owner to accomodate the development.

III. SUBMISSION CHECKLIST FOR PD (PLANNED DEVELOPMENT) ZONE

(A COMPLETE ZONE CHANGE APPLICATION MUST BE SUBMITTED A MINIMUM OF 3 WEEKS PRIOR TO THE NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING)

Development/Project Name Grayhawk Apartments at Rivers Edge

*(Project name **must be** previously approved by the Washington County Recorder & City Planning Department)*

Developer/Property Owner Grayhawk Apartments at Rivers Edge, LLC Phone No. 801-727-9500

Contact Person/Representative Robert Reid, P.E., P.L.S. Phone No. 435-673-8586

Licensed Surveyor Brandon E. Anderson, P.L.S. Phone No. 435-673-8586

PD ZONE CHANGE PROCEDURE

Step #1 Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call Community Development at 627-4206 to be scheduled for this meeting.

Note: Call at least one day in advance to schedule.

Step #2 Legal Description & Submission Documents

Submit the following legal description documents:

1. **Bearings must be rotated to HCN;**
2. Legal description prepared on 8-1/2" x 11" sheet and signed by a licensed Surveyor;
3. Minimum size 8-1/2" x 11" copy of Survey Boundary;
4. Legal description and Surveyed Site Plan (Record of Survey) drawing in DWG Format on CD for GIS Department;
5. 24"x36" Surveyed Site Plan (Record of Survey) drawing sheet(s) for meeting exhibit

Document Submission Checklist

- This Zone Change application form completed and signed;
- Appropriate Filing Fee **Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus**
- County ownership plat with boundary of zone change outlined;
- List of property owners within 500' and **two sets** of mailing labels;
- Colored Site Plan & Landscape Plan** – minimum size 24" x 36";
- Building elevation(s) – **Colored** renderings, all four building sides;
- Board mounted** materials and color samples (i.e. roof tile samples, stucco samples, stone samples, and paint color swatches, etc.);
- For buildings over 35' ft in height also provide a **colored photo simulation**;
- 8-1/2" x 11" reduction of the site plan, landscape plan, and building elevations;
- Written text (as outlined in Zoning Ordinance Chapter 8, Section 10-8-4);
- CD with the above images in JPEG, BMP or TIFF format and the written text in PDF format

PD – WRITTEN TEXT

Project: Grayhawk at Rivers Edge Apartments

Case No.:

10-8-4: CONTENTS OF WRITTEN TEXT

- A. Use of Land: The projected use of land, including percentages of land devoted to various types of land use, such as building coverage, parking area, landscaped area, etc.

The projected land use is for multi-family community apartments and amenities, including twelve (12) dwelling structures (2.48 Acres / 22%); a clubhouse and one (1) pavilion, covered garage structures with forty-six (46) total single-car garage units; two-hundred seventy-six (276) open parking stalls; one-hundred and ninety-six (196) carports; and four (4) gazebos with paving covering 4.94 Acres (44%) and the landscaped area covering 3.93 Acres (35%).

- B. Height and Elevations: The text shall indicate the type, character and proposed height of all buildings. The plot plan, elevations and perspective drawings may be prepared as necessary by the applicant to help the planning commission and city council to better understand the proposal.

The proposed development includes the following building heights:

- *Apartment Buildings:*
 - *4-story range: 45'-0" – 45'-8" (8 Buildings)*
 - *3-story: 35'-0" (1 Building)*
 - *2-story range: 22'-0" – 23'-6" (3 Buildings)*
- *Pavilion: 13'-0"*
- *Covered Garage: 12'-6"*
- *Carport: 10'-0"*
- *Clubhouse: 21'-6"*
- *Gazebos: 12'-0"*

The above site structures incorporate architectural variety adding depth and interest. Color and material choice, along with variances in the foot-print and roof-line, create visual relief by breaking up building masses.

- C. Density: The density in terms of dwelling units per gross acre of land shall be indicated.

Density is 244 Units / 11.37 Acres = 21.46 Units / Acre

- D. Schools, Churches and Open Spaces: The location of any proposed school sites, churches, parks or other common or open spaces shall be identified.

The development is proximate to the Virgin River Trail and two LDS Churches.

- E. Phasing Plan: A phasing plan, if the development is proposed to be developed in phases, shall be submitted.

There is no phasing plan for this project.

- F. Topography: Topography at contour intervals of two feet (2') shall be submitted unless waived by the planning staff.

Topography is included on the site plan.

- G. Landscape Plan: A landscape plan showing the general location of lawn area and trees shall be submitted (this may be a part of the site or plot plan).

A landscape plan is provided.

- H. Area Reserved For Landscaping: The amount of land area reserved for landscaping shall be indicated.

Use of Land

	<u>Sf</u>	<u>Acre</u>	<u>%</u>
<i>Building Coverage</i>	108,049	2.48	22
<i>Landscaped Area</i>	171,591	3.93	35
<i>Paving Area</i>	215,637	4.94	43
<i>Overall Parcel</i>	495,277	11.37	100

- I. Utilities: All utilities shall be underground unless otherwise approved by the city council and upon recommendation of the water and power director. Transformer equipment shall be screened from streets and from adjacent properties.

All utilities are located underground.

- J. Refuse and Storage Areas: Refuse storage areas shall be screened so that materials stored within these areas shall not be visible from access streets, freeways and adjacent properties.

The refuse area is highlighted on the site plan and will be appropriately screened (see Landscape Plan for screening)

- K. Lighting Plan: The plans submitted shall include a general lighting plan indicating location of lights to be installed on the site.

A photometric plan will be subsequently submitted by an electrical engineer demonstrating the lighting type, location and foot-candle measurements.

- L. Turning Space: Safe and convenient turning space shall be provided for cars, sewer vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead end streets. (1998 Document Section 17-4; amd. 2003 Code).

All private drives have appropriate turnaround capacity for all necessary vehicles.

- M. Signs: Overall sign program if proposed signage differs from what is allowed as outlined in the ordinance set forth in title 9, chapter 13 of this code. (Ord. 1-3-2000, 1-20-2000).

Applicant will submit a separate sign permit and meet all sign ordinance requirements.

- N. Standard/Guest/Covered Parking: Dwellings shall have two (2) parking spaces per dwelling unit, at least one of which shall be covered. For purposes of guest parking, there needs to be one

guest parking space per three (3) dwelling units (guest parking also needs to be located within two hundred feet (200') of the dwelling unit). The city council, upon recommendation from the planning commission, may reduce the requirement for guest parking spaces where the city council finds that evidence supports a decrease in the required amount of guest parking spaces. (Ord. 2009-07-002, 7-2-2009).

Applicant meets the standard parking requirements with 488 parking stalls. The guest parking code requires 2.33 (81) guest parking stalls for 244 dwelling units and applicant currently has 2.12 (30). Applicant requests a reduction in guest parking stalls provided the following:

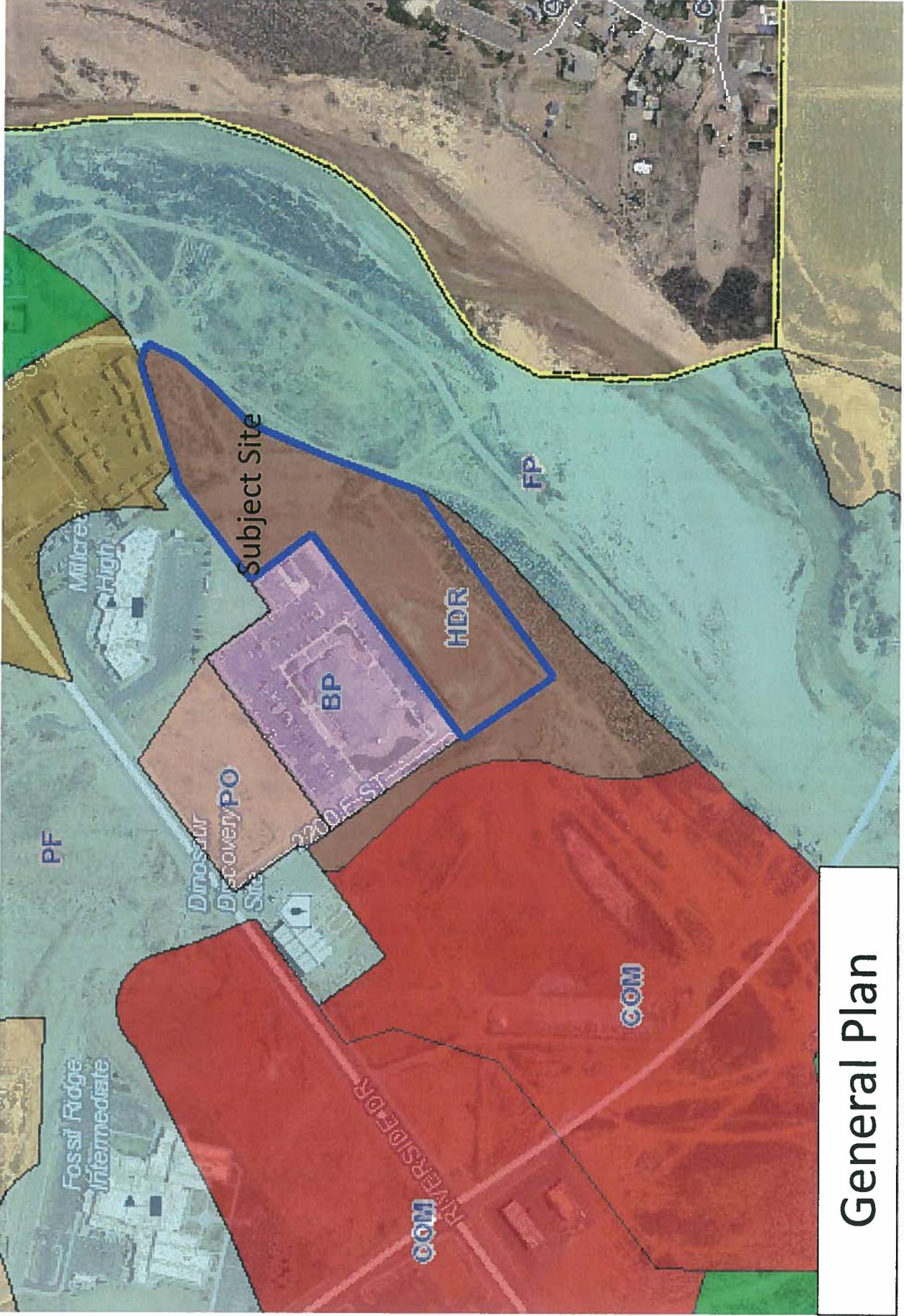
Since its inception in 1976 and subsequent diversification in 1995 into land development and apartment joint-ventures, Applicant has built over 2500 apartments in various regional and local communities and has the requisite experience in site design, layout and function. Of note, Applicant developed "The Falls at Mesa Point" apartment community near the proposed site on Mall and Riverside Drive in St. George. This resort-style complex affords its residents various amenities similar to those offered at Grayhawk Apartments. Importantly, Mesa Point's ratio for guest parking is 2.06 and is not experiencing any parking problems, including an exterior issue (cars parking on streets) or internal parking problem. The current guest parking code of 2.33 required for this site far exceed the minimum parking ratio of 1.90 for applicant's other apartment communities.

Additionally, the challenging aspect for parking in this development is the property shape. There are a multitude of "triangle" sections in the site plan that create open spaces not suited for parking. To accommodate additional guest parking, open space would need to be eliminated in prime areas, including a section behind the pool area ideally suited as a recreational place for families and children.

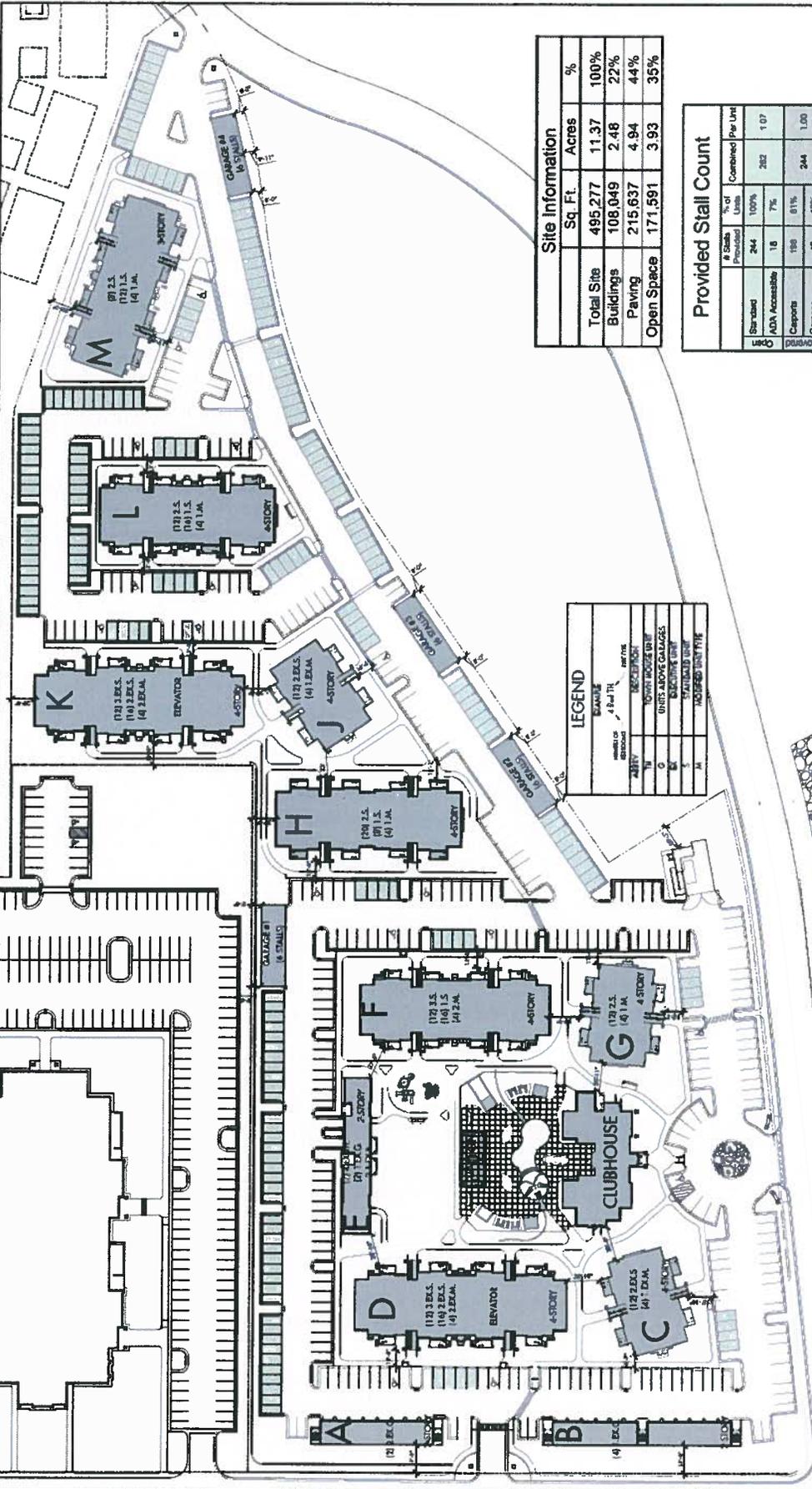
- O. Recreation or Playground Areas: In developments with five (5) or more units, there shall be provided usable recreation or playground areas outside of the front yard setback, with a total minimum area of one thousand (1,000) square feet for five (5) units and an additional two hundred (200) square feet for each unit over five (5) units. The average width and length of each usable recreation or playground area shall not be less than twenty feet (20') or as approved by the planning commission. At least 50 percent (50%) of the usable area shall be in the form of open playground or green space. (1998 Document Section 17-5).

Applicant meets the recreation requirement with 49,406 square feet of open playground or green space. The recreation code requirement for this development consisting of 244 units is 48,800 square feet of open playground or green space.





General Plan



Site Information

	Sq. Ft.	Acres	%
Total Site	495,277	11.37	100%
Buildings	108,049	2.48	22%
Paving	215,637	4.94	44%
Open Space	171,591	3.93	35%

Provided Stall Count

Category	# Stalls Provided	% of Units	Combined Per Unit
Star-rated	244	100%	2.02
ADA Accessible	18	7%	0.15
Carports (Garages)	180	81%	1.48
Total	442	18%	3.65

St. George City - Parking Code

Category	# Stalls	Per Unit
Star-rated	477	1.95
Garage	81	0.33
ADA Accessible	11	0.05
Total Req'd	569	2.33
Provided	442	1.80%

LEGEND

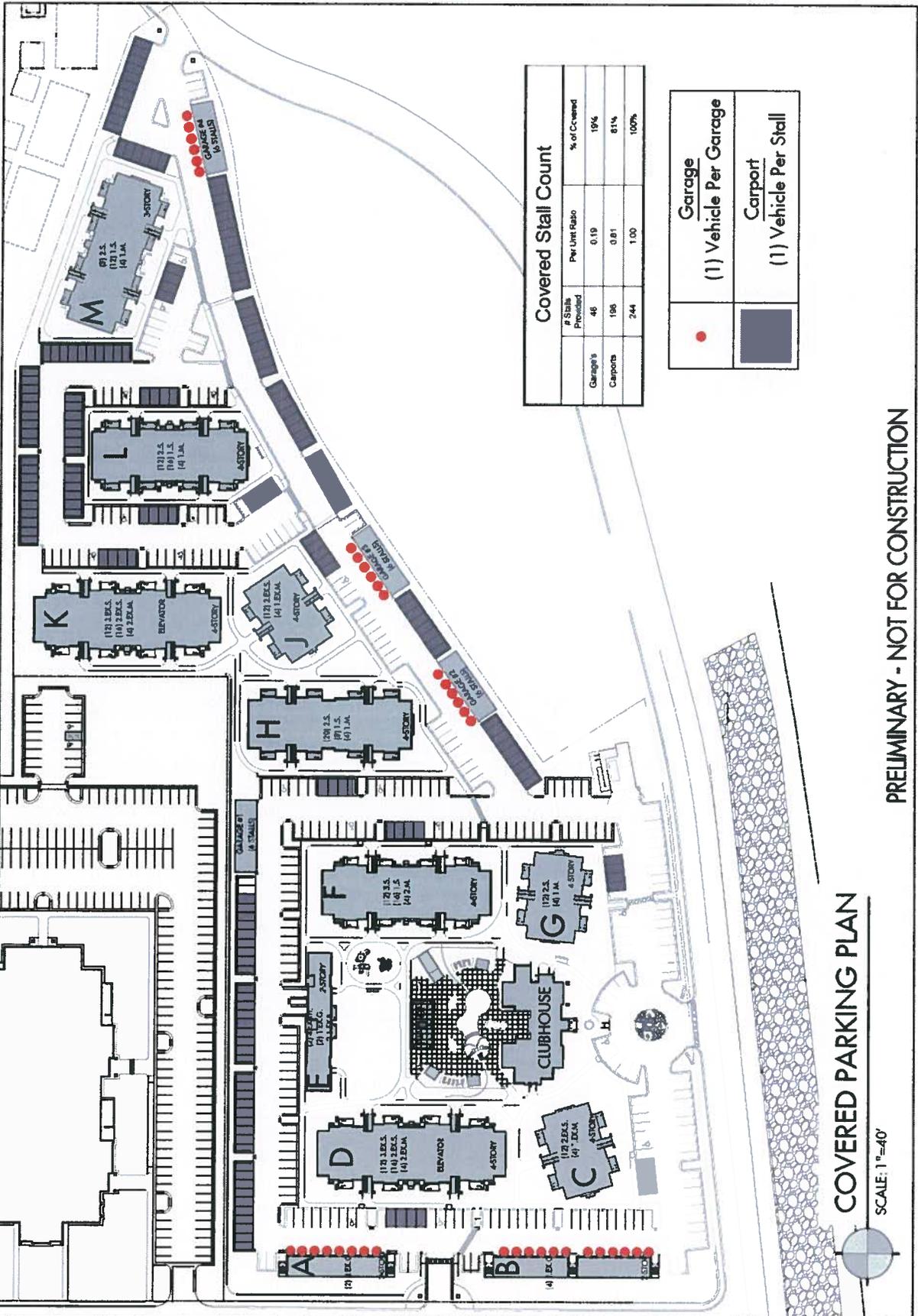
- BLANK: BLANK
- 4'x8' TIL: 4'x8' TILE
- CONC: CONCRETE
- ASPH: ASPHALT
- GRASS: GRASS
- WOOD: WOOD
- UNIT ABOVE GARAGE: UNIT ABOVE GARAGE

Category	# Stalls	Per Unit
Star-rated	477	1.95
Garage	81	0.33
ADA Accessible	11	0.05
Total Req'd	569	2.33
Provided	442	1.80%

SITE PLAN

SCALE: 1"=40'

PRELIMINARY - NOT FOR CONSTRUCTION



Covered Stall Count

# Stalls Provided	Per Unit Ratio	% of Covered
Garage's	0.19	19%
Carports	0.81	81%
Total	1.00	100%

●	Garage (1) Vehicle Per Garage
■	Carport (1) Vehicle Per Stall

COVERED PARKING PLAN

SCALE: 1"=40'

PRELIMINARY - NOT FOR CONSTRUCTION

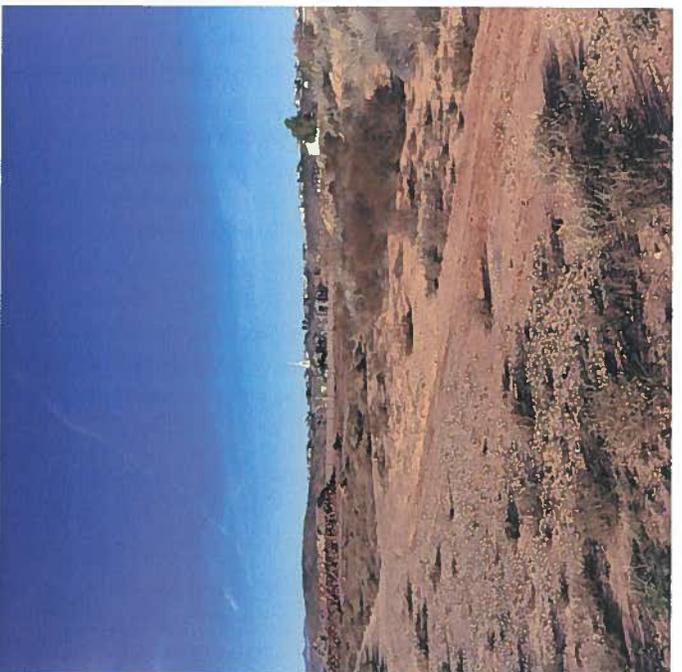
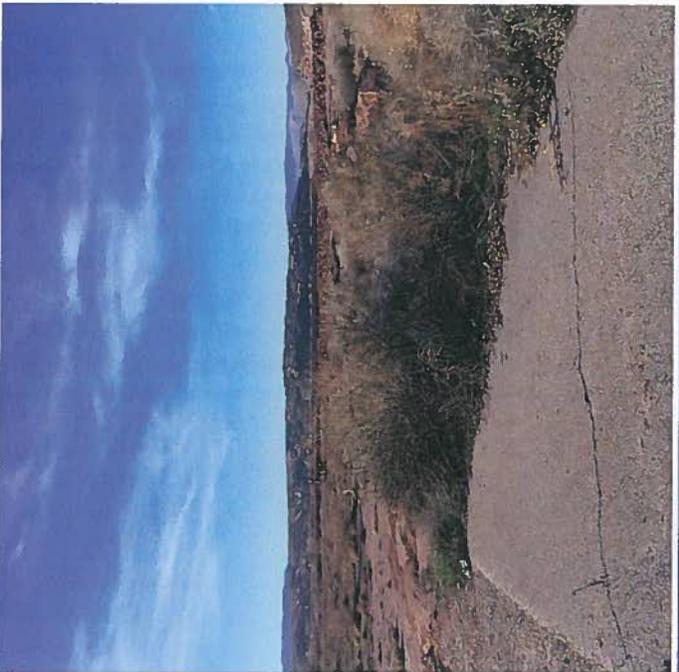
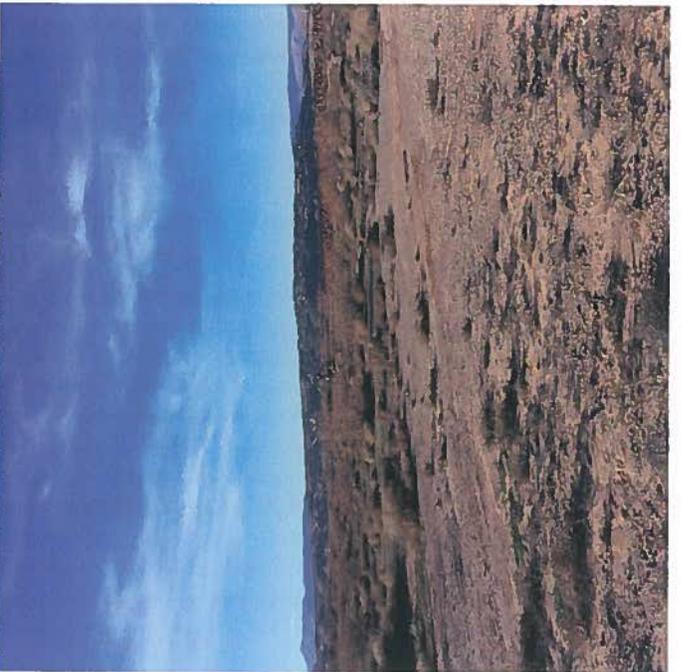
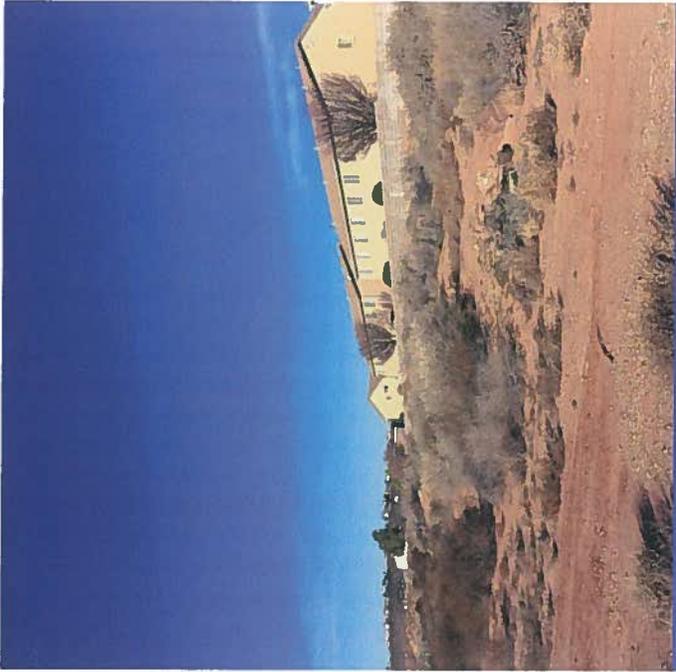


Proposed Project

Typical Isometric

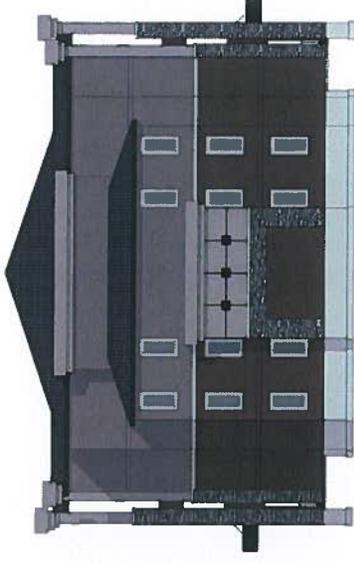


TYPICAL ISOMETRIC





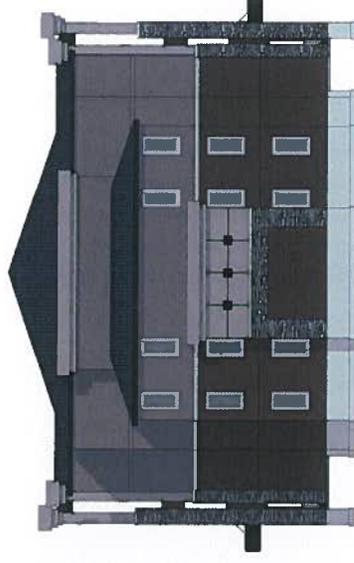
Front Elevation



Left Elevation



Back Elevation



Right Elevation



Perspective

Grayhawk Apartments at Rivers Edge

St. George, UT

- 4-Story
- (12) 3.S. / (4) 2.M. / (16) 2.S.

Building Q

MEMORANDUM

Date: February 16, 2015
To: Ben Blacker, Bach Homes
From: Ryan Hales, PE, PTOE, AICP
Subject: **St. George – Greyhawk Apartments Parking Study**

UT14-659

This memorandum discusses the parking study completed for Bach Homes in consideration for their parking demands at the Greyhawk Apartment project located in St. George, Utah. The proposed Greyhawk project will have 250 apartments. Using the St. George City code parking rates for multiple-family dwelling units, this project would require 583 parking spaces, or 2.33 spaces per unit (2.00 spaces per unit for occupants and 0.33 per unit for guests) according to the *St. George City Code*, Title 10, Chapter 19: Off Street Parking Requirements.

It has been our experience that parking demands in the St. George are typically lower than the City requirements. The following paragraphs identify our recent parking counts within St. George City limits.

Multi-family Parking Demand Rates (St. George, Utah)

In an effort to identify an existing / acceptable parking demand rate at similar projects, Hales Engineering studied three projects within St. George to better understand the parking supply and demand at these locations and to draw conclusions about the parking at the proposed Greyhawk project. Data was collected at study locations in St. George on Wednesday, February 11, 2015, just prior to Presidents Day weekend and the start of the St. George Home Show. The data collection times were all between 12:00 am and 4:00 am, as this is the time when the majority of tenets are home for the night and parking demand is at its greatest according to the Institute of Transportation Engineers (ITE), *Parking Generation*, 4th Edition, 2010.

Data Collection / Study Locations

Canyon Point Apartments

The Canyon Point Apartments are located at 1737 West 360 North in St. George, Utah and consist of 40 two-bedroom units, 44 three-bedroom units, and 12 four bedroom units for a total of 98 units (see Figure 1). During our data collection, it was observed that 144 parking stalls were occupied, 41 were empty, and there were no garages within this project, for a parking supply of 185 spaces.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 1.93 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.58 stalls / occupied unit
3. no stalls were covered on site = 0 covered stalls



Figure 1: Canyon Point Apartments – St. George, Utah

Oasis Palms Apartments

The Oasis Palms apartments are located at 260 North Dixie Drive, St. George, Utah and consist of 24 one-bedroom units, 86 two-bedroom units, and 36 three-bedroom units for a total of 146 units (see Figure 2). During our data collection, it was observed that 201 parking stalls were occupied, 109 were empty, and there were 38 garages within this project, for a parking supply of 348 spaces. Within the 38 garages, it was assumed that 38 were being used for vehicles, to remain conservative.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 2.38 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.70 stalls / occupied unit
3. 108 stalls were covered plus 38 garages = 42% covered stalls



Figure 2: Oasis Palms Apartments – St. George, Utah

The Falls at Mesa Point Apartments

The Falls at Mesa Point apartments are located at 368 South Mall Drive, St. George, Utah and consist of 60 one-bedroom units, 84 two-bedroom units, 50 three-bedroom units, and 4 four-bedroom units, for a total of 198 units (see Figure 3). During our data collection, it was observed that 314 parking stalls were occupied, 62 were empty, 48 garages existed on site, and there were 14 cars parked on the street.

The following conclusions can be made:

1. Supply (striped parking stalls or carports on-site) = 2.14 stalls / unit
2. Demand (total parked vehicles on-site and off-site) = 1.90 stalls / occupied unit
3. 200 stalls were covered plus 48 garages = 66% covered stalls



Figure 3: The Falls at Mesa Point Apartments – St. George, Utah

Data Collection Summary

Within the Oasis Palms and The Falls at Mesa Point apartment projects, each had closed garages that could not be counted. In order to provide a conservative estimate it was assumed that every garage space was being used for a vehicle. The following demand at the various apartment complexes was calculated:

Canyon Point =	1.58
Oasis Palms =	1.70
The Falls at Mesa Point =	<u>1.90</u>
	1.73 Average parking demand / occupied unit

Multi-family Residential Units

As previously identified, three studies in St. George, demonstrated an average parking demand of 1.73 stalls per occupied unit. It is our professional opinion that parking could be reduced to a range between 1.73 – 1.90 spaces per unit, a range between the average St. George rate and the highest counted demand rate per occupied unit.

The *St. George City Code*, Title 10, Chapter 19: Off Street Parking Requirements allows for a reduction to 1.5 stalls per unit for occupants, plus 0.33 stalls per unit for guests, providing 1.83 stalls per unit. This would fall within the range identified by this study at three existing apartment complexes.

Conclusions/Recommendations

Hales Engineering makes the following conclusions/recommendations based on our data collection efforts for existing apartment complexes within St. George City:

1. The base St. George parking ordinance would require 583 parking spaces on-site, or 2.33 spaces per dwelling unit.
2. Hales Engineering recommends reductions to the multi-family residential parking requirement consistent with, and above the average multi-family parking demand measured at three locations within the St. George City (1.73 stalls per unit), our recommended rate would be between 1.73 and 1.90 stalls per unit.
3. The St. George City Code will allow a reduction to 1.83 stalls per unit which falls within the range identified through our parking study, and is consistent with the desire to lower the parking rates at the proposed Greyhawk Apartment project. If a rate of 1.83 stalls per unit were used for the project, it would require 458 parking stalls.

If you have any questions regarding this memo, please feel free to contact us.

Meridian Title Company

64 East State Street Salt Lake City Utah 84107
TELEPHONE (801) 288-3795.o (801) 264-8888.o

April 6, 2015

Failure to Provide Notice to Bedrock Townhomes

RE: Project: Grayhawk Apartments
Builer: Bach Homes

Dear City of St. George,

Bach Homes ("Bach") recently informed Meridian Title Company ("Meridian") that all the owners of Bedrock Townhomes ("Bedrock") failed to receive proper notice as required by the City of St. George. Meridian wishes to apologize for this error and further explain why Bedrock's owners were not properly notified.

In conducting an investigation into why this oversight and error occurred, Meridian has read the letter provided by Robert Douberley, on behalf of Bedrock, wherein the City, the Planning Commission and Bach were first notified that the owners of Bedrock did not receive proper notice of the proposed development, Grayhawk Apartments ("Proposed Development").

Bach has been one of Meridian's most loyal and honest clients. Meridian has proudly provided title and escrow services for Bach for over thirty years. As their title agency, Meridian was responsible to provide Bach with a full and complete mailing list of all property owners within a five-hundred foot radius of their Proposed Development.

On or about January 2, 2015, Meridian provided Bach with what it believed to be a full and complete mailing list of all owners that were entitled to notification. Unfortunately and, unbeknownst to Bach and Meridian at the time, the mailing list never notified any of Bedrock's 48 units and their respective owners (the "Mailing List").

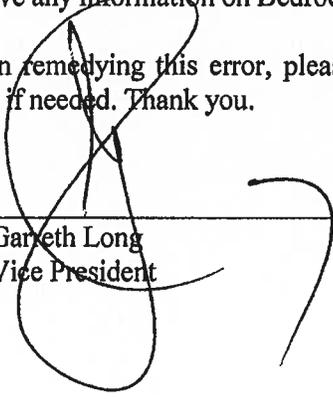
Meridian uses a program called *REISource* to provide such a Mailing List. Meridian found the location of the Proposed Development and then conducted a search of all properties located within a five-hundred foot radius of the Proposed Development. Unfortunately, REISource did not have any information and/or addresses for any of Bedrock's 48 units. For some reason, REISource simply did not have any of the addresses for Bedrock's 48 units in its database and, therefore, when Meridian conducted the search it was as if Bedrock did not exist.

When Meridian learned of this error, Meridian felt that the City of St. George deserved an apology and proper explanation of how this error occurred. To help remedy its error, Meridian has also written a letter apologizing to Bedrock Townhomes. Meridian understands that the City of St. George is placed under an immense amount of pressure when an error like this occurs. Meridian deeply regrets this unforeseen error. Meridian prides itself in providing accurate and reliable escrow and title services to Utah's growing community. Bach hires professionals to do a lot of the tasks that are best left for professionals. This was one of those tasks! Bach was provided with a flawed and incomplete Mailing List and, rightfully relied upon the information provided therein.

For the above-mentioned reasons, Meridian is the only responsible party for this error. Meridian understands and appreciates the gravity and effect of this error and humbly apologizes for this oversight. Meridian has embarrassed Bach and its stand-up reputation. Bach has a reputation of building with integrity and trust. Meridian has hurt that reputation by providing this flawed Mailing List and for that, Meridian apologizes to both Bach and the City of St. George.

Meridian has since provided Bach with a complete list of all owners that require notification. At the time we did so, REISource still did not have any information on Bedrock Townhomes.

If Meridian can do anything to assist in remedying this error, please let us know. Meridian stands willing to provide any further information if needed. Thank you.



Garreth Long
Vice President

Randy L. Rindlisbacher
11650 S. State Street Ste. #300
Draper, Utah 84020
April 10, 2015

RE: Grayhawk Apartments Public Notice and Hearing

Dear Bedrock Townhome Neighbor,

My name is Randy Rindlisbacher and I represent and am a part-owner of Bach Homes located at 11650 South State Street Ste. #300 in Draper, Utah. We are a building company that actively constructs single-family and multi-family housing throughout the mid and mountain west including The Falls at Mesa Point Apartments located at 368 South Mall Drive in St. George, Utah which we built in 2003 and a second phase in 2006. Bach has plans to develop the vacant property located at approximately 501 S. 2200 East just south of the LDS church, Millcreek High School, and your community, the Bedrock Townhomes.

On or about January 20, 2015, Bach submitted an application and conceptual plans to the City of St. George for rezoning and approval of a proposed apartment project consisting of 244 apartments, a clubhouse, pavilions, a swimming pool area, and covered garages. Part of the required process with this rezoning is to hold a public hearing. The city requires that the developer furnish them with a mailing list of all land owners within 500' of the proposed project and they in turn use that mailing list to send a notice to each landowner informing them of the time and place that the public hearing will be held.

We requested and obtained this mailing list from Meridian Title, a reputable title company that has provided us with title services for decades, and we submitted this mailing list to the city with our application. This mailing list contained sixty-nine (69) names and addresses. On or about February 13, 2015, the City of St. George mailed a notice to all of the names and addresses that were contained on this mailing list. (Please see an enclosed copy of this notice.)

On February 24, 2015, a public hearing was held with the city Planning Commission and the project was given a recommendation of approval. On March 19, 2015, a public hearing was held with the City Council and our proposed project received approval.

On or about March 26, 2015, Mr. Robert Douberley mailed a letter to the City of St. George, which was forwarded to me by the city planning staff, stating that "...the City of St. George failed to comply with letter dated February 13, 2015 Case No. 2015-ZC-004 in that the owners of property located within 500 feet of requested zone change were not notified of zoning change request".

This came as a great surprise and was very distressing to us that we had done so many months of work only to find out that we had failed to notify all of the required parties of these proceedings. When we received the mailing list from Meridian Title, because it contained 69 names and addresses, it did not "raise any red flags" that the list was incomplete due to the few number of homes around our parcel of ground. It was also difficult to determine whether or not it was complete because it contained mailing addresses and not necessarily physical addresses. Although many of the letters were sent to St. George addresses, many others were sent to cities throughout Utah and to different states including Idaho, Washington, Oregon, Nevada, California, and Michigan.



Upon investigation, it was determined that the computer program that Meridian Title uses to produce mailing lists failed to detect and identify any and all of the owners of the Bedrock Townhomes. It is still undetermined why this program does not recognize this project in their database. Meridian Title has written a letter of apology and explanation which I have enclosed in this letter.

I would also like to apologize on behalf of Bach Homes for our failure to provide notice to you of these proceedings. Although Meridian Title stated in their letter that they take full responsibility for this error, I believe that Bach is also responsible for this. We could have and should have been more thorough and diligent to confirm that the mailing list was complete. I would like to emphasize that in no way did we intentionally withhold addresses of the Bedrock Townhomes from the city in hopes to receive approval for our project by deception or circumvention. I make a daily conscious effort to be honest with any and all people both in

business and my personal life and we have striven to always employ people with the same standards. This unfortunate situation was simply a matter of human error.

After speaking with the city and considering how to move forward with this situation, it has been determined by the City of St. George and their attorney's office that another public hearing regarding our proposed project will be held at a City Council meeting in the future. We anticipate this meeting to take place on Thursday, May 7, 2015. The city will be mailing out an official notice for that hearing at the proper time and we will ensure that all of the Bedrock Townhome owners will be included on the mailing list.

Before this public hearing takes place, we feel that it would be fitting to have a more informal opportunity to further explain to you both our regrets for our failure to notify you of the previous public hearings and also to present and show to you our proposed project. Therefore, Bach Homes would like to cordially invite you to a Neighborhood Meeting Open House to be held at the Courtyard Marriott located at 185 South 1470 East in St. George in the "Bryce Canyon" room on Monday, April 20, 2015. Please feel free to stop by any time that evening between 6:00 and 9:00 p.m. We plan to bring site plans and building renderings to illustrate building locations, drive isles, roads, building types and sizes, façade materials, etc. to help mitigate any concerns or apprehensions you may have about our proposed project.

Again, I apologize for our error and hope to be able to resolve any concerns in this matter.

If you have any questions, please feel free to contact me at 801.727.9535 or randyr@bachhomes.com.

Respectfully,



Randy L. Rindlisbacher
Owner
Director of Apartment Construction

City of St Geo.

We are unalterably
opposed to the proposed
high density housing in our
neighborhood!

Ross Fillerup
2485 2390 E

and neighbors and
families

R & M FILLERUP
2485 2390 E
ST. GEORGE UT 84780

SALT LAKE CITY UT 840

14 MAR 2015 PM 1 1



CITY OF ST. GEORGE
175 EAST 200 NORTH
ST. GEORGE, UT.
84770

ATTENTION: PLANNING + ~~84770284375~~



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM R-1-10 TO PD-R ON 11.75 ACRES

WHEREAS, the property owner has requested a zone change on 11.75 acres from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential); and

WHEREAS, the City Council held a public hearing on this request on May 7, 2015; and

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

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from R-1-10 to PD-R on 11.75 acres generally between Riverside Drive and the Virgin River and runs from 2200 East to 2450 East (approximately 501 South 2200 East) more specifically described on the attached property legal description, Exhibit "A".

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 19th day of March, 2015.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

**Wadman Dinosaur Marketplace
Bach Homes Parcel**

March 16, 2015

A part of the Southwest Quarter of Section 27, and the Southeast Quarter of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point on the Southeasterly Line of Dinosaur Crossing Subdivision located 1980.14 feet North $0^{\circ}54'14''$ East along the Quarter Section Line, 1861.21 feet South $89^{\circ}05'46''$ East, and 737.53 feet South $36^{\circ}06'26''$ East along the centerline of 2200 East Street from the South Quarter Corner of said Section 28; and running thence along the boundaries of said subdivision the following two courses: North $53^{\circ}53'34''$ East 655.56 feet to the most Easterly Corner; and North $36^{\circ}06'26''$ West 215.75 feet; thence North $53^{\circ}53'34''$ East 317.42 feet; thence North $72^{\circ}40'30''$ East 352.57 feet; thence South $72^{\circ}24'42''$ East 50.00 feet; thence Southwesterly along the arc of a 350.00 foot radius curve to the right a distance of 174.40 feet (Center bears North $72^{\circ}24'42''$ West, Central Angle equals $28^{\circ}32'57''$ and Long Chord bears South $31^{\circ}51'46''$ West 172.60 feet) to a point of tangency; thence South $46^{\circ}08'15''$ West 47.37 feet to a point of curvature; thence Southwesterly along the arc of a 600.00 foot radius curve to the left a distance of 280.65 feet (Central Angle equals $26^{\circ}48'00''$ and Long Chord bears South $32^{\circ}44'15''$ West 278.10 feet) to a point of tangency; thence South $19^{\circ}20'15''$ West 363.75 feet; thence South $68^{\circ}50'31''$ East 191.66 feet; thence Southwesterly along the arc of a 1020.00 foot radius curve to the right a distance of 180.11 feet (Center bears North $52^{\circ}28'39''$ West, Central Angle equals $10^{\circ}07'02''$ and Long Chord bears South $42^{\circ}34'51''$ West 179.88 feet) to a point of tangency; thence South $47^{\circ}38'22''$ West 500.75 feet to the extension of the centerline of 2200 East Street; thence North $36^{\circ}06'26''$ West 566.93 feet along said centerline to the point of beginning.

**Contains 512,143 sq. ft.
or 11.757 acres**

Why I'm Here (again)

As part of our application, Ba provided a required mailing list to the City of St. George for surrounding properties within 500' with what we believed to be a full and complete mailing list.

Bach obtained this mailing list
from Meridian Title, a
reputable title company we've
done business with for decades.

The original mailing list contained 69 names & addresses and, therefore, do not raise any red flags.

Surrounding Area



In late March, shortly after we obtained City Council approval, received a letter from Robert Douberley (HOA Secretary) stating that we had failed to notify all 48 owners of the Bedrock Townhome Community of the public hearing.

Upon investigation, it was determined that the computer program that Meridian Title used to produce mailing lists failed to detect and identify any and all the owners of the Bedrock Townhomes.

**It is still undetermined why the
Bedrock Townhome community
not in their database.**

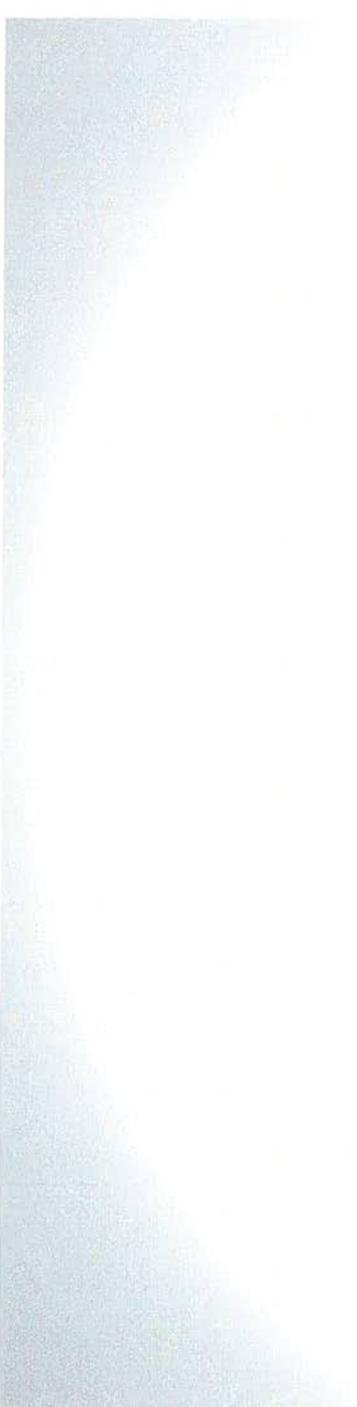
Action We've Taken

**Meridian Title wrote a letter of
apology and explanation to each
owner of the Bedrock
Townhomes.**

Bach wrote a letter of apology and
an explanation to each owner of the
Bedrock Townhomes.

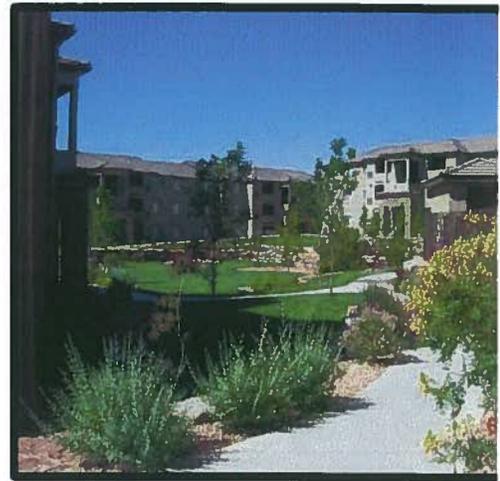
Bach invited all of the Bedrock
Townhome owners to a
neighborhood meeting to further
explain our error and to present
a more informal setting our
proposed project in hopes to
resolve any concerns they might
have.

A total of 9 people from 4 households attended the neighborhood meeting.



Selected Projects

The Falls at Mesa Point (St. George, Utah)



Location: 368 South Mall Drive

Year Built: 2003 – 2006

Number of Units: 198

Density: 17.0 Units per acre

The Falls at Mesa Point (St. George, Utah)



The Regency at River Valley (Meridian, Idaho)



Location: 3400 East River Valley Road
Year Built: 2012 – 2014
Number of Units: 240
Density: 22.9 Units per Acre

Proposed Project

Site/Landscape Plans

Grayhawk Apartments at Rivers Edge



Apartment Buildings

Grayhawk Apartments at Rivers Edge



Grayhawk Apartments at Rivers Edge



Grayhawk Apartments at Rivers Edge

2-story garage building



Clubhouse

Grayhawk Apartments at Rivers Edge



Grayhawk Apartments at Rivers Edge



Pool Area

Grayhawk Apartments at Rivers Edge



Grayhawk Apartments at Rivers Edge



Comparable Pool Areas



Comparable Pool Areas



Comparable Playground Area



Color Schemes

Color Schemes



Java



Slate



Sage



Other Renderings

Grayhawk Apartments at Rivers Edge



Looking north off of 2450 East at the primary entrance.

Grayhawk Apartments at Rivers Edge



Looking north off of 2450 East at the primary entrance.

Grayhawk Apartments at Rivers Edge



Looking southeast down 2200 East
along the west property line

Conclusion

We respectfully request that you approve our project tonight.

Exhibit 1

5-17-15
South Property Line
Bedrock Townhomes
6" Thick Horizontal
Slab Units 37-48

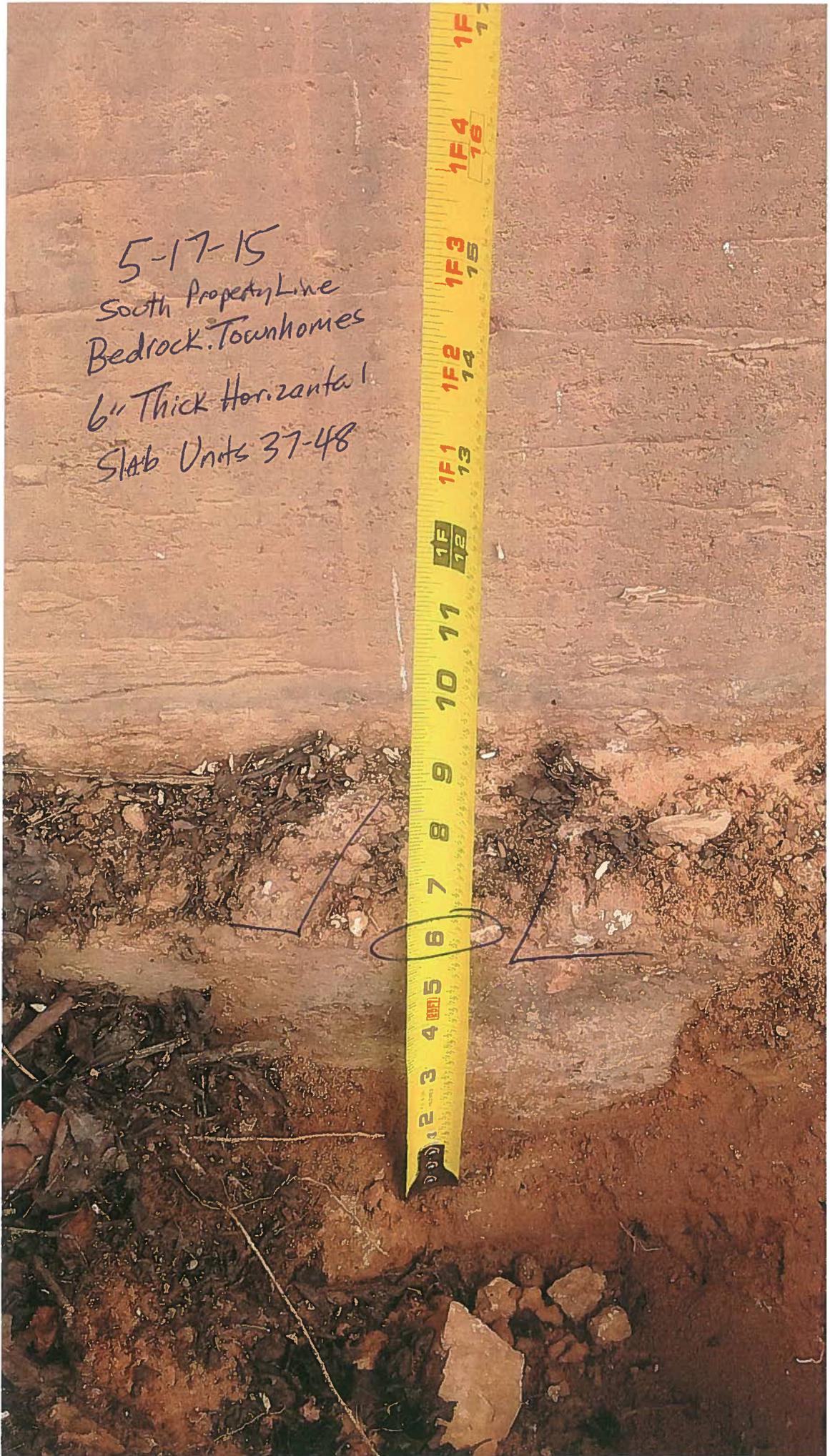


Exhibit 2

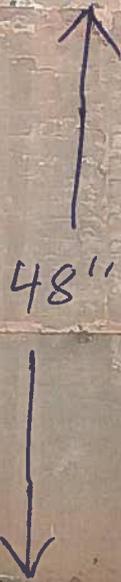
40

← Unit 41

Bedrock
Townhomes
Southwall
Property Line

10 feet from this wall to rear patio

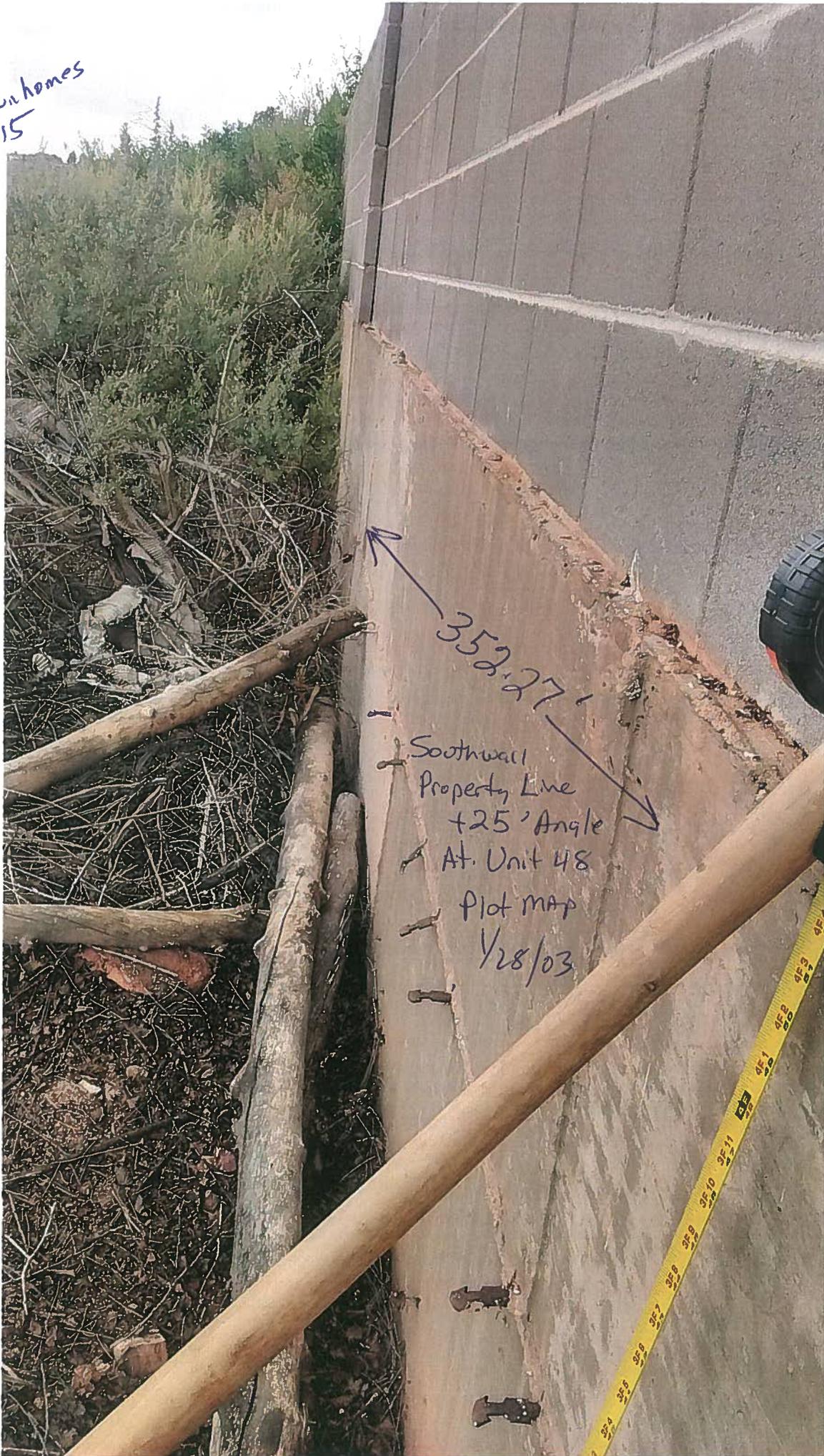
5-7-15



5-7-15 Bedrock Townhomes - West end open drainage into field of proposed development



Exhibit 4
Bedrock Townhomes
5-7-15



352.27'

Southwall
Property Line
+25' Angle
At. Unit 48
Plot map
1/28/03



Mr. Willis,

I am the owner of 316 S. 2450 East #37. I am writing to express several concerns I have with the proposed rezone and development being considered at tomorrow's hearing.

1. I am concerned by comments from the developer that the city has already collected impact fees on a project that legally can't move forward. To me this indicates that the city and the council view tomorrow's hearing as a formality and have no intention to give serious thought to the comments offered by the public at the hearing. The ethics of this is concerning to me as citizen.
2. From a personal standpoint I oppose this development because it proposes to put a 3 story building right behind my home, obstructing my view. A view that I was told by the realtor at the time I bought the home that would not be obstructed due to it being a flood plain and the current zoning. This development will undoubtedly decrease my property value. A consideration that it appears the city nor the developer has any regard for.
3. Furthermore, I feel that the city has a responsibility to current development over future development. Bed Rock Town Homes, where I have my home was approved by the city in two phases. The first phase is on the East of 2450 East and the second phase on the West of 2450 East. Phase one was approved to have a community pool that would service both phases of the development. However the plan for 2450 East to connect to Mall Drive will significantly increase the level of traffic on 2450 East, thus creating a safety issue for families and children in phase two to gain access to the pool. Without plans to address this safety concern it is clear that the city is putting future development over current development.
4. Lastly, once again I feel that the city is putting development over safety. In October of 2014 the Southwest Utah Public Health Department did surveys of residence in Bed Rock and Riviera Palms to ask residence about the safety of allowing their children to walk to Fossil Ridge. The survey indicated that while many parents let their children walk to school, many because they have no other choice, there was an overwhelming concern for the safety of children while crossing Riverside Drive. In fact, 23 (50%) individuals of the 46 that responded to the survey stated that although they didn't have children attending Fossil Ridge, if they did they would not let their children walk to school. All of which cited traffic safety as a reason. It is my opinion that the the city has shown little to no effort to address the already existing issue of pedestrian safety in the area, and I feel that it would be irresponsible for the city to consider putting more families and children in the area without figuring out a way to safely allow children to cross the road. Several inexpensive options are available to address some of these safety concerns such as sidewalks on both sides of the road, crosswalks, and school zones. Yet, the city has failed to do any. I would like to propose if the city does approve more family dwellings South of Riverside Drive that they ask the developer to help pay for the best option, a skybridge. This skybridge could stretch from the dinosaur museum to Slick Rock Park (see attachment). This would not only serve to allow children to cross the road safely to get to school, but it would provide greater and safer connectivity to the trails for those North of Riverside Drive. This would eliminate the need for a crosswalk and or school

zone to be put in place, thus allowing for the continued flow of traffic on Riverside Drive, particularly during those busy morning hours.

I am not anti-development. Rather, I am pro positive-development. However, this project as it stands offers too many negatives that I cannot support it, and don't think you should either. I believe there are ways we can still have allow development while mitigating the negatives. However, it will take collaboration and effort by all involved. I hope that you will seriously consider my concerns and the concerns of others. Thank your for your consideration.

Sincerely,

--

Jordan D. Mathis



Dear Bach Homes,

We are homeowners of #40 BedRock Townhomes, because of our inability to be present we hope this letter finds as representative of our voice and opinion regarding the "Grayhawk Apartments" that are intended to be built directly behind our residence. We would like a comprise of Building M to not be built, or for it to be relocated. This building is as big as a total of 8 residences in BedRock Townhomes. Not to mention the height considered for the building. Living in Unit 40, our view will be completely blocked. When we purchased this home back in 2008, we were informed that NO ONE would ever build behind us. We specifically choose this unit on the fact that no one was to build behind us. We are in gratitude for Bob Reid and his action to pursue your company and look into this shady deal between you and St. George city, we would have never known otherwise. You keep your machines running, and continue your construction on a daily basis. My husband and I believe that it was deceptive and if we had known about the previous meetings we would have voiced against it. You claim that you didn't intentionally withhold addresses of Bedrock Townhomes in hopes to receive approval for the project by deception or circumvention. However, your maps clearly show people live close to where you are building. The letter you sent out was very confusing. It stated that the error was caused by computer, then it goes on to say that it was human error. This seems like a way to pass the buck and avoid blame. If you truly took pride in your business, you would verify that no mistakes were made. Measure twice, cut once. We believe that your practices are showing how deceptive and shady your company truly is. We were not given the opportunity to voice out against it, yet you continue to work directly behind our home. You don't even have the common courtesy to delay your construction so that we may have a voice of opinion. Instead you are bullying your stance and still continue your work, as if our opinion doesn't matter. You have shown actions of deception that are playing out daily in my backyard. Your apology is not accepted because action speaks louder than letters (words). As much as we appreciated your letter of apology we feel that this apology is worthless given the fact that your building contactors keep busy working forward on your project. If your company is genuinely sorry you would have stopped all progression of work and given us the respect of letting our opinions matter. We are frustrated that if we had known about your building contract before (like we were suppose to) you would have never had the opportunity to break ground. So since your company doesn't have any integrity for true admittance of wrongdoing, we are asking that you build the buildings that you have intention for, but please do not build building M directly behind the view of our units. There is plenty of space to place that building elsewhere without blocking the view of our residence. We feel as though this is a simple request of compromise from the mistake that was made. You have dreams of building your business and we had a dream of having a nice townhome with a beautiful view. We thoroughly enjoy our view, we spend a great deal of time in our backyard and the thought of possibly having the view of a building or looking into one of your residents apartment windows is very displeasing. Your companies actions have upset our BedRock community so much that some residents are moving away. To state clearly we are asking that building M in Grayhawk

Apartments be relocated and not replaced by a different building or removed from your building plans entirely. We feel as though this is a fair compromise for a situation that we have been forced into.

With respect,

Cameron and Kaleha Young Residence of Unit 40 in BedRock Townhomes

DRAFTAgenda Item Number : **3D****Request For Council Action****Date Submitted** 2015-04-27 12:13:57**Applicant** River Road Inv. and Shefco**Quick Title** Public Hearing, GP Amendment, and Ord From LDR to COM**Subject** To consider an amendment to the General Plan from LDR (Low Density Residential), to COM (Commercial) on approximately 1.4 acres. The property is generally located at the north intersection of 1580 South and River Road. The applicant is River Road Inv. and Shefco and the representative is Mr. Mike Sheffield. Case No. 2015-GPA-001. (Staff â€” John Willis)**Discussion** The proposal is to change the General Plan to allow for the future submittal of a commercial zone change. The purpose is to extend the existing commercial frontage south to Bundy Lane (1580 S). The PC spent considerable amount of time on the application and heard several public comments. Two motions were made and neither passed. Therefore, this application has no recommendation from Planning Commission.**Cost** \$0.00**City Manager Recommendation** Lots of issues regarding how much commercial, what type of commercial, access, traffic plans, etc. However, the property does not appear to be suitable for residential. I believe if the General Plan is amended as requested then the zone change submitted later should be a PD Commercial.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** Amount:**Additional Comments**

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: **4/14/2015**
CITY COUNCIL SET DATE: **4/16/2015**
CITY COUNCIL MEETING: **5/7/2015**

GENERAL PLAN AMENDMENT: PUBLIC HEARING

River Road Inv. and Shefco

Case No. 2015-GPA-001

- Request:** To amend the General Plan from LDR (Low Density Residential), to COM (Commercial) on approximately 1.4 acres. The property is generally located at the north intersection of 1580 South and River Road. The purpose is to extend the existing commercial frontage south to Bundy Lane (1580 S). This proposal is to change the General Plan to allow for the future submittal of a commercial zone change.
- Applicant:** River Road Inv. and Shefco
- Representative:** Mike Sheffield
- Area:** Approx. 1.4 acres
- Property:** The property is located on the north side of 1580 East and River Road.
- Current Zones:** R-1-10
- Current General Plan:** LDR (Low Density Residential up to 4 d.u per acre).
- Proposed General Plan:** COM (Commercial)
- Process:** The Planning Commission is responsible for recommending to the City Council a General Plan for the city, or any amendments to an approved General Plan. 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.
- Comments:**
1. The General Plan land use map is a guide for zoning decisions and zoning requests which are not consistent with the General Plan, generally require a G.P. amendment prior to considering the zoning request. The decision regarding a GPA is narrow and focuses on whether COM is appropriate on this property. The type of zoning, site plan, buildings, and traffic will be addressed during a zone change request, if the GPA is approved.

2. The proposal is to expand the existing COM land use, which is located to the north of the property and extends to the 1450 south intersection. Existing to the south and east is residential properties.
3. The City General Plan (policy # 6.5.5) supports Neighborhood Convenience commercial centers at appropriate locations along arterial streets to reduce the need for cross-town travel.
4. Traffic: River Road is 4-5 lane arterial street with adequate capacity to accommodate traffic typical of a neighborhood commercial center. At the time of a zone change request and/or site plan review (note the PD-Commercial zone combines both a rezone and site plan approval) a Traffic Impact Study will be required to analyze ingress & egress , as well as, any traffic mitigation that may occur.

Staff Comments:

The proposal is expanding the existing commercial corridor along River Road. Currently, the intersection of River Road and 1450 South has a land use designation of COM, and the Maverick and Jiffy Lube have been developed as a result. Staff believes this would be a difficult location for residential, due to the amount of traffic and noise generated by River Road. If approved, specific site requirements will be addressed during the zone change, such as traffic, building height, elevations, and uses. The expansion of 1.4 acres to COM land use appears to have minimal impact on the surrounding area and does meet the intent of the General Plan.

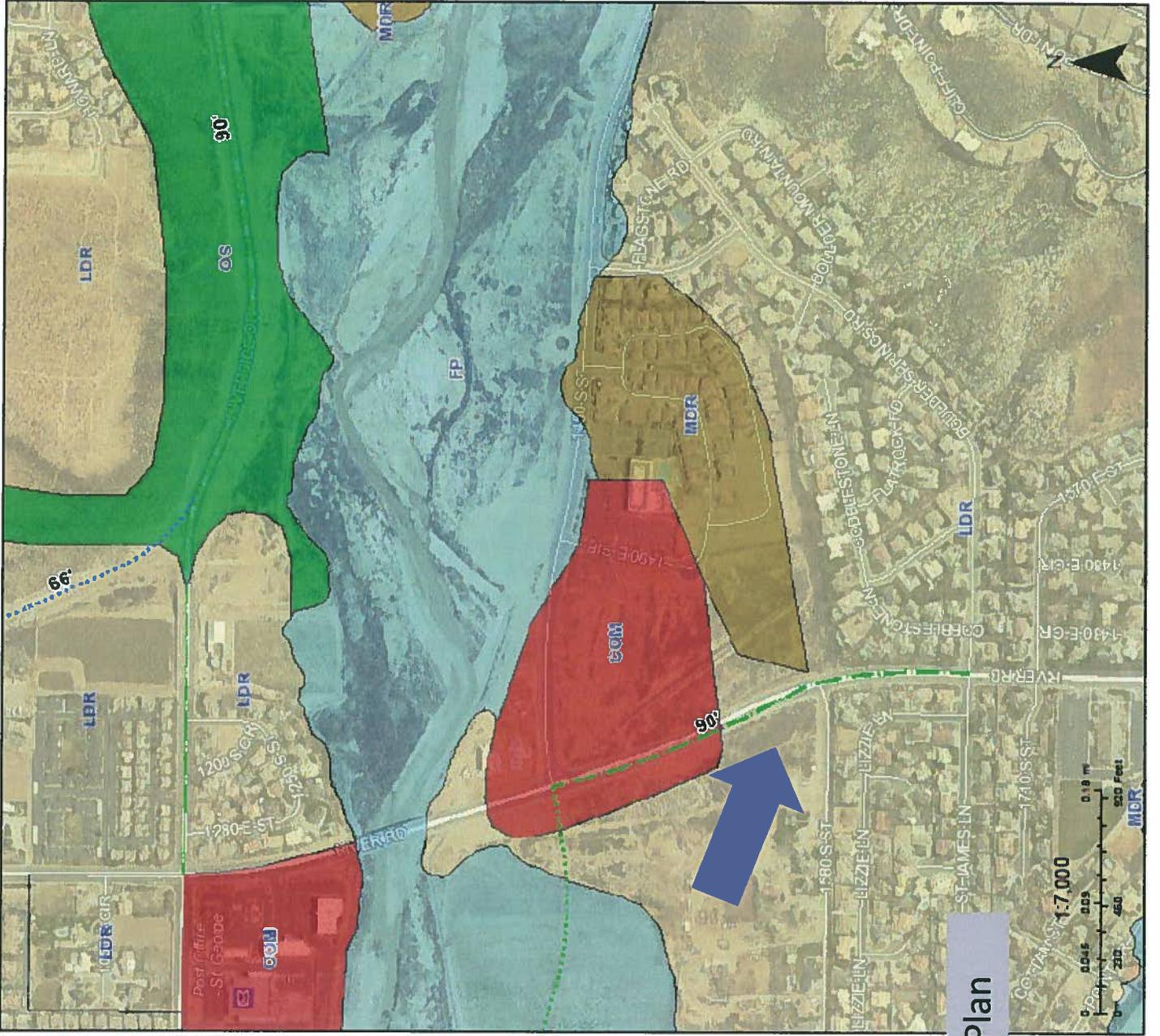
Planning Commission:

The PC spent considerable time and heard several public comments regarding the proposal. A quorum was present for the meeting, however, two members were not present during each of the motions. Two motions were made and each did not pass, thus no recommendation was provided from the Planning Commission on this item. The following are the two motions, as well as, the results.

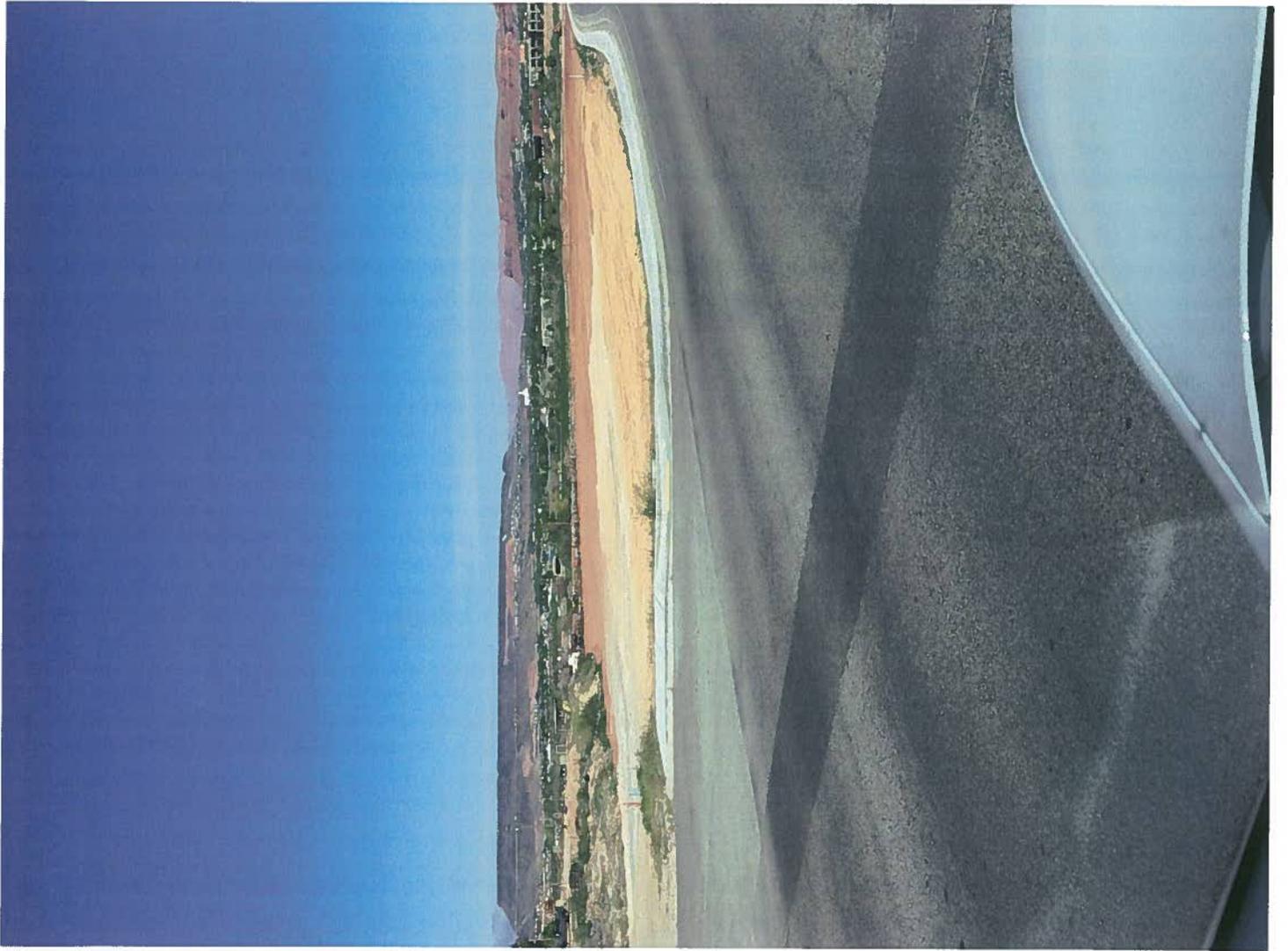
Motion 1: Motion was made to approve the general plan amendment with the modification that 100' along Bundy Lane remain as Low Density Residential. Motion failed (2-3)

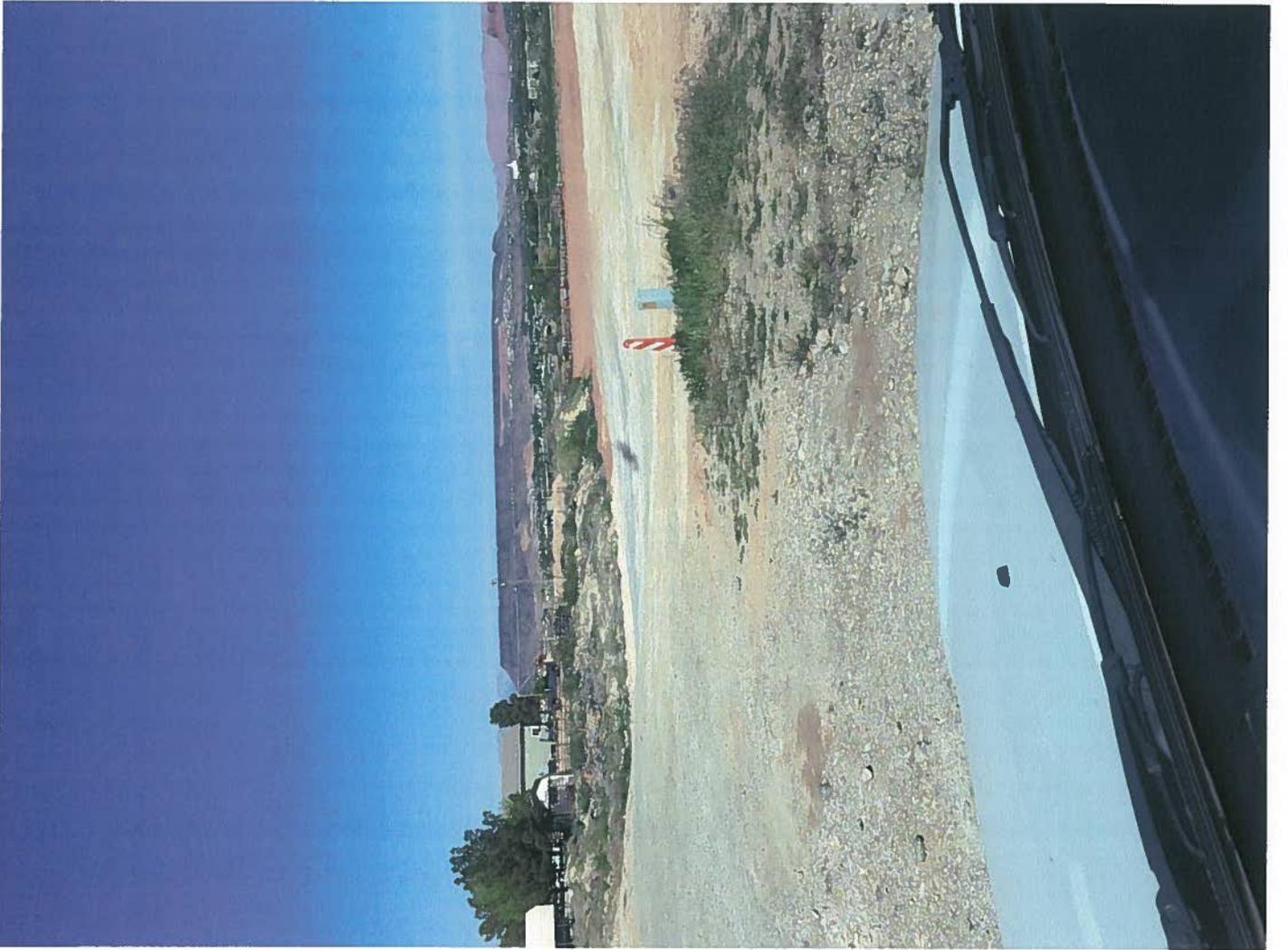
Motion 2: Motion was made that based on public comments related to this piece of land and acknowledging the concerns, to recommend to City Council a GPA for the 1.4 acres proposed be changed to commercial. The motion was made and notwithstanding the concerns we've heard, that it would be the best use for the community for that area. Motion died without a second.

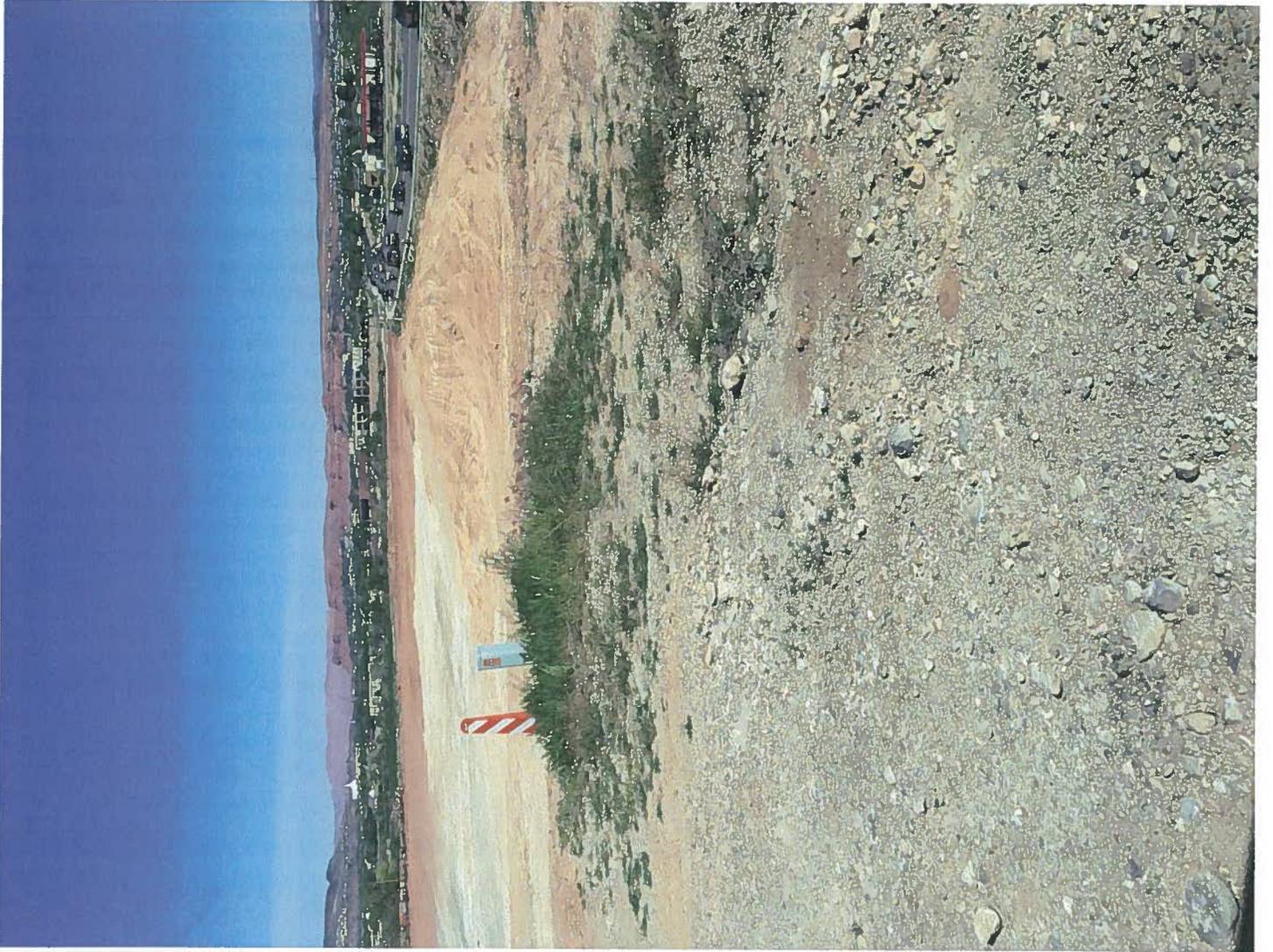




General Plan







**GENERAL PLAN AMENDMENT
APPLICATION & CHECKLIST**



ZONE CHANGE REQUESTS WHICH ARE NOT CONSISTENT WITH THE GENERAL PLAN SHALL SUBMIT THIS APPLICATION TO THE COMMUNITY DEVELOPMENT DEPARTMENT

I. PROPERTY OWNER(S) / APPLICANT & PROPERTY INFORMATION

LEGAL OWNER(S) OF SUBJECT PROPERTY: RIVER ROAD INV. ; SHEFLO LTO

MAILING ADDRESS: 720 S RIVER RD. STE. C240, ST. GEORGE UT

PHONE: 435-673-5383 CELL: 435-703-1105 FAX: _____

APPLICANT: MIKE OR STEVE SHEFFIELD
(If different than owner)

MAILING ADDRESS: SAME

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): KEYSTONECONSTRUCTION@GMAIL.COM

CONTACT PERSON / REPRESENTATIVE: MATT KELVINGTON - ROSENBERG ASSOCIATES
(i.e. Developer, Civil Engineer, Architect: if different than owner)

MAILING ADDRESS: 352 E RIVERSIDE DR. STE A-2

PHONE: 435-673-8586 CELL: 435-669-3806 FAX: 435-673-8397

EMAIL ADDRESS(ES): MATK@RA CIVIL.COM

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property(s) and the surrounding areas.) Include a 24"x36" (Arch D - paper size) site plan, highlighting the subject property(s) to be changed, suitable for presentation in public meetings. Approx. 1550 S RIVER ROAD.; VICINITY MAP ATTACHED

The General Plan Amendment becomes effective on the hearing date if approved by the City Council. General Plan Amendment hearings are held only four (4) times per year (typically the 1st meeting of the month). A meeting will be scheduled for a Planning Commission hearing in one of the following months: January, April, July, & October.

FOR OFFICE STAFF USE ONLY

CASE #: 2015-GPA-001 FILING DATE: 2/18 RECEIVED BY: PT RECEIPT #: _____

*FEE: \$500 (Filing fee and 1st acre) + \$50.00 per ac for 2-100 ac and \$25 per ac 101-500 and \$10.00 per ac 501-plus

II. ADDITIONAL INFORMATION

Provide the following information: (Attach additional sheets if necessary)

1. What is the present zoning on the property? RES (UNDEFINED)
2. What is the current General Plan designation of the property or area? RES (UNDEFINED)
3. What is the proposed General Plan designation for the property or area? COM
4. What is the purpose for amending the General Plan? (e.g. describe the proposed project) PD COMMERCIAL PROJECT FRONTING RIVER ROAD. THE PURPOSE IS TO EXTEND THE EXISTING COMMERCIAL FRONTAGE SOUTH TO BUNDY LANE
5. How will the proposed project affect adjoining properties? THE PROJECT WILL NOT ADVERSELY AFFECT ADJACENT PROPERTIES. THE PROPERTY OWNER HAS HAD COMMUNICATION WITH THE NEIGHBORS ABOUT THE PROPOSED DEVELOPMENT
6. Total acreage of the proposed General Plan change: 1.4 AC.
7. Does the subject area/property contain any slopes above 20%, floodplains, or wetlands? If so, please describe: NO; THERE IS 100-YR FLOODPLAIN AT THE NORTH END OF THE PROJECT OUTSIDE OF THE AMENDMENT AREA
8. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts?
Yes _____ No X
*IF YES, submit the Traffic Impact Study with the application for review by Traffic Engineering.
IF NO, a Traffic Impact Study (TIS) may be required (if determined necessary at Planning Staff Review) to be submitted with this General Plan amendment application or a later Zone Change application.*
8. Will any Master Planned roads be affected by this General Plan Change? NO
9. Are neighborhood meetings needed to consider the proposed amendment to the General Plan?
Yes _____ No _____ If yes, please explain: THE PROPERTY OWNER HAS HAD MEETINGS WITH THE NEIGHBORS

10. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes No

Please describe the projected demand for utility services: _____

THE PROPOSED AREA WILL BE A 1.5 ACRE COMMERCIAL
RETAIL/OFFICE DEVELOPMENT. A 10,000 SF - 2 STORY BUILDING
IS ANTICIPATED. DEMAND WILL BE TYPICAL OF THIS TYPE
OF BUILDING.

III. SUBMISSION CHECKLIST FOR GENERAL PLAN AMENDMENT

(A COMPLETE GENERAL PLAN AMENDMENT APPLICATION MUST BE SUBMITTED A MINIMUM 6 WEEKS PRIOR TO A REGULARLY SCHEDULED PLANNING COMMISSION HEARING IN JANUARY, APRIL, JULY, & OCTOBER)

Development/Project Name (if applicable) BOULDER CREEK CROSSINGS
(Project name must be previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner RIVER ROAD INV. / KEYSTONE CONSTRUCTION Phone No. 435-673-5383
Contact Person/Representative MIKE SHEFFIELD Phone No. 435-703-1105
Licensed Surveyor (if applicable) ROSENBERG ASSOCIATES Phone No. 435-673-8586

GENERAL PLAN AMENDMENT PROCEDURE

Step #1 Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call* Community Development at 627-4206 to be scheduled for this meeting.

**Note: Call at least one day in advance to schedule.*

Step #2 Document Submission Checklist*

**Note: This application will be considered incomplete without the following documents*

- This General Plan Amendment application form completed and signed by all owners;
- Appropriate Filing Fee **Filing Fee:** \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus
- County ownership plat with the boundary of the proposed general plan amendment outlined;
- List of property owners within 500' feet and **two sets** of mailing labels;
- Radius Map** of property owners within 500' feet;
- Site Plan showing the area to be changed highlighted – minimum size 24" x 36" (Arch D);
- 8-1/2" x 11" reduction of the site plan;
- An electronic copy (CD or E- mail) of the site plan in JPEG, TIFF or PDF format.

Step #3 Planning Commission and City Council Hearings

Planning Commission public hearings are heard on the 2nd and 4th Tuesday of the month at 5:00 p.m. The application, a site plan highlighting the area of the proposed change, and a County ownership Plat must be complete and submitted at least 6 weeks prior to the hearing. Incomplete or inaccurate applications **will not** be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing. City Council usually meets on the 1st and 3rd Thursdays of the month

Hearing Dates:

Planning Commission 4/7/16
City Council Set Date _____
City Council Hearing Date _____
Council Action _____

Filing Fee: \$500 (filing fee and 1st acre) + \$50.00 per acre for 2-100 acre and \$25 per acre 101-500 and \$10.00 per acre 501-plus

IV. APPLICANT AGREEMENT

We the undersigned applicant(s) Mike Sheffield
(is)(are) the owner(s) River Road Investments
or (agent) of the following property(s) and request the General Plan Amendment change as described above.

Mike Sheffield
Signature

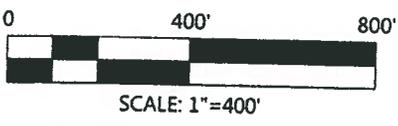
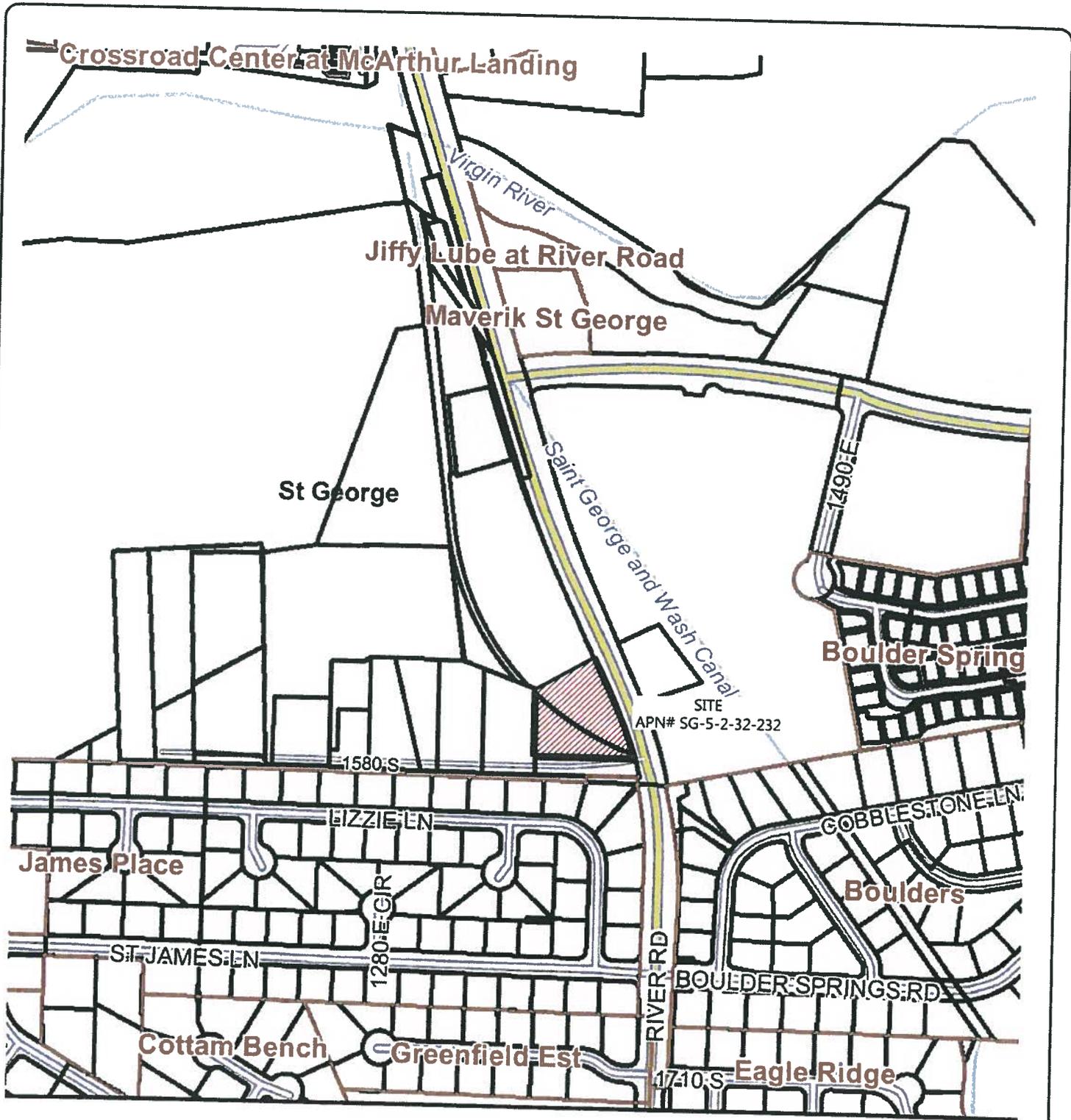
720 S. River Rd E 102 St. George UT 84720
Address

Signature

Address

Attach additional sheets if necessary for additional owners.

Z:\Common\GP Amendments\GP Application\General Plan Amendment Application_REV-04-30-2009.doc



DATE:	3/16/2015
JOB NO:	1640-14-037
DESIGNED BY:	MK
CHECKED BY:	
DWG:	

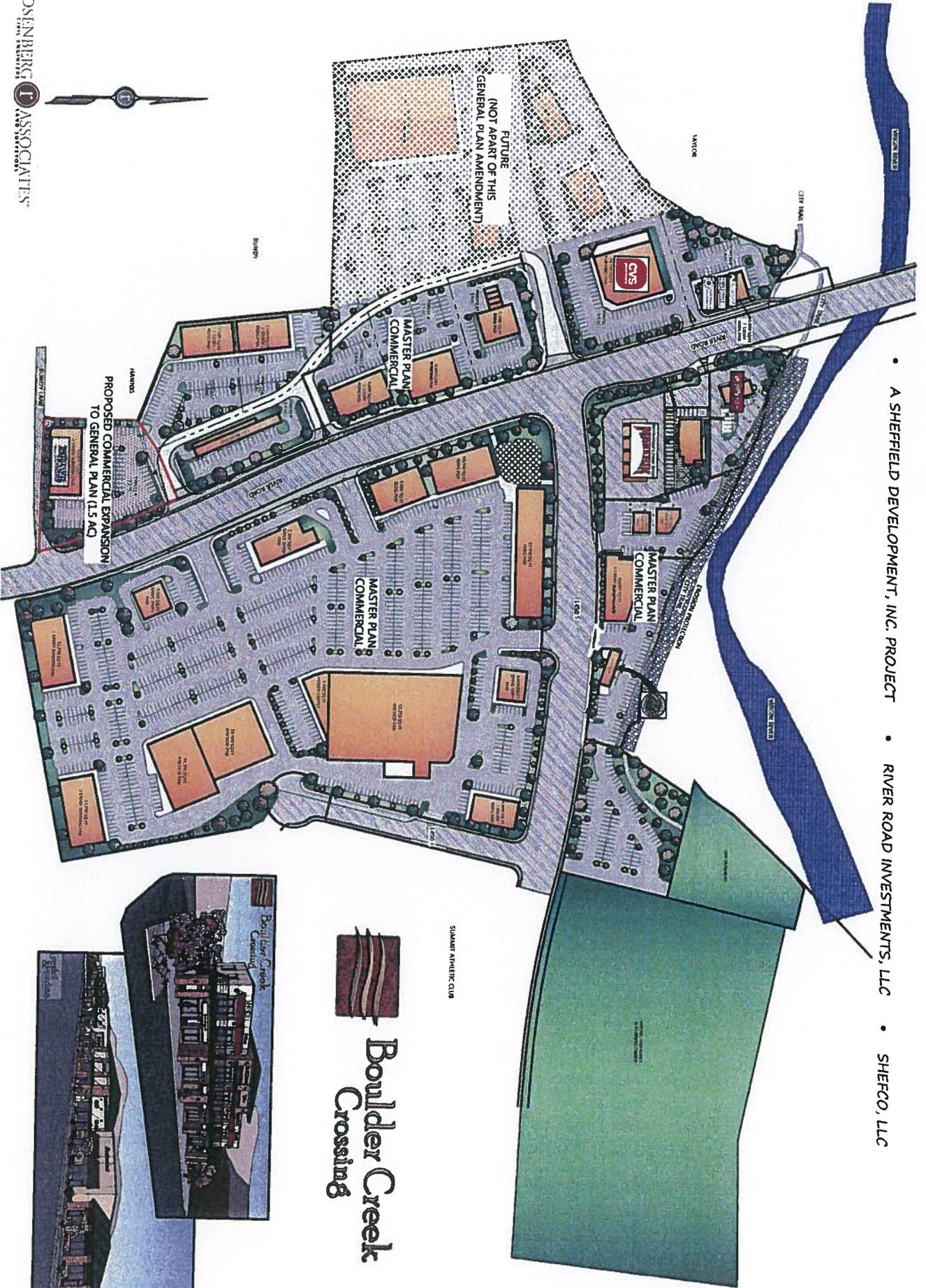
VICINITY MAP
FOR
BOULDER CREEK CROSSINGS
ST. GEORGE, UTAH

322 East Boulder Drive, Suite 200
P.O. Box 1000
St. George, Utah 84790
(435) 673-8586 Fax (435) 673-8597
www.rosenberg.com



ROSENBERG
ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

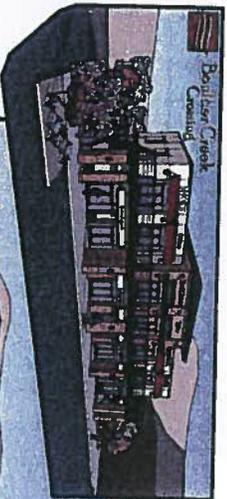
- A SHEFFIELD DEVELOPMENT, INC. PROJECT
- RIVER ROAD INVESTMENTS, LLC
- SHEFCO, LLC



SUMMIT ATHLETIC CLUB



Boulder Creek Crossing



March 10, 2014 Updated April, 2015



Re: Sheffield zoning request on Bundy Lane

Dear Planning Commission,

Residents living on Bundy Lane also known as 1580 South Street (a private road) are concerned about the Sheffield zone change request. The PD commercial request includes land Sheffield owns or represents which adjoins our residential lane. The master plan identifies future commercial zoning along River road both North and South of 1450 South Street. However, the master plan does not identify any future commercial zoning on or adjoining Bundy Lane.

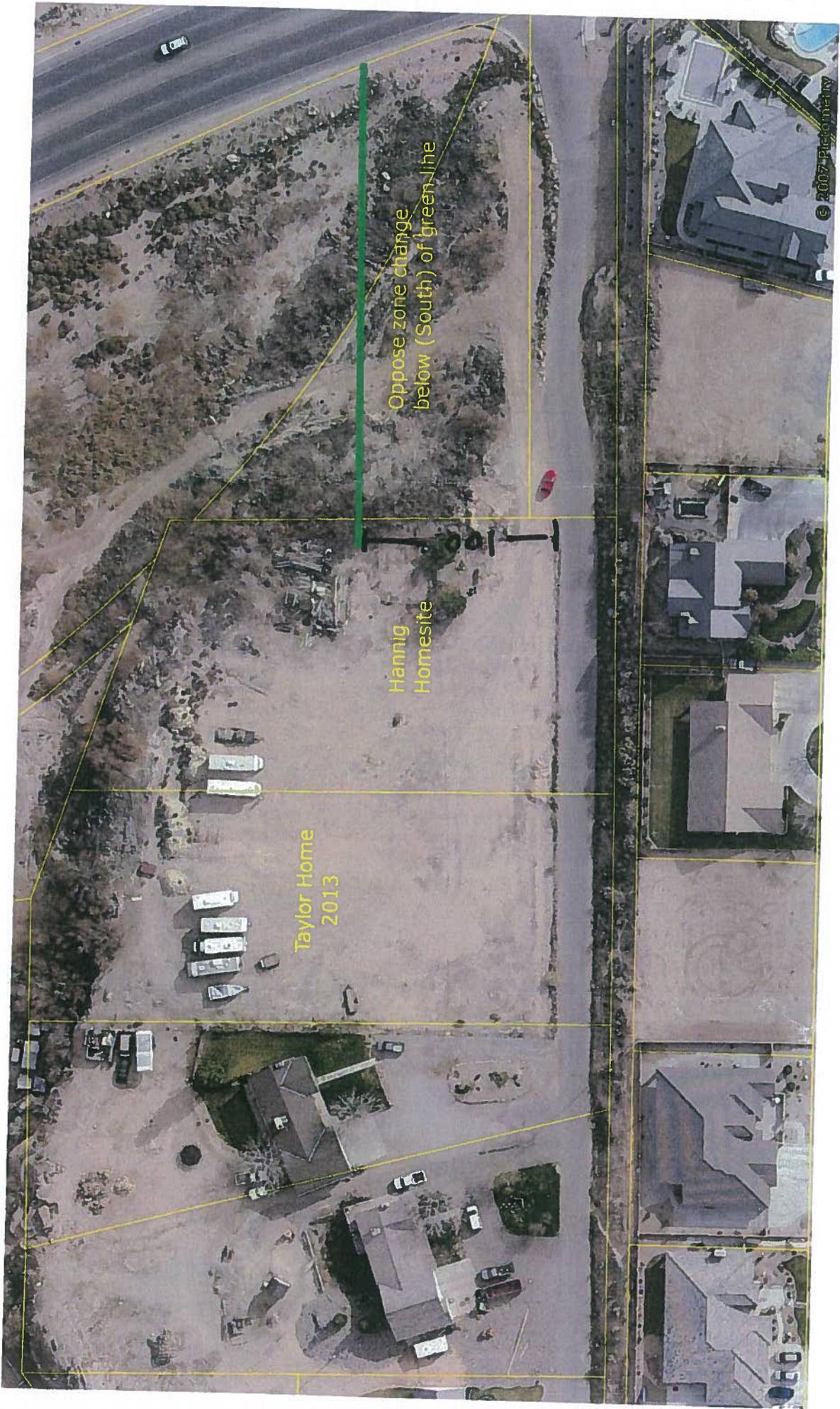
Bundy Lane is a neighborhood of single family homes located on a private lane. Most parcels have been improved with the exception of the two parcels closest to River Road. The Sheffield proposal identifies a 2-story retail/office building backing up to Bundy Lane. In addition Sheffield has stated he desires to purchase the residential lot next to his parcel hoping to build another 2-story retail/office building. Approving the Sheffield zone change could potentially lead to two large 2-story commercial buildings and approximately 450 linear feet of commercial zoning along our private lane in our residential neighborhood. No Bundy Lane resident is trying to limit Sheffield's property rights any more than all of our property rights on Bundy Lane were limited to single family residential use.

Bundy Lane residents respectfully request the planning commission amend the Sheffield zone change request to exclude the land adjoining Bundy Lane to a depth of at least /00 feet (see attached map).

Sincerely,

Bundy Lane property owners and residents

James L. Wade	Julie J. Bundy	Amanda J. Taylor
Edith Kariath		
Margaine B. Holt	Les Allen	Tom Durant
Verdon Hammig		
Talen Bundy	Paul J. Taylor	
Amie Bundy	Carol Bundy	
Wendy Bundy		



Oppose zone change
below (South) of green line

Hannig
Homesite

Taylor Home
2013

© 2007 Pictometry



Oppose zone change
below (South) of green line

Hannig
Homesite

Taylor Home
2013

© 2007 Pictometry

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FOR 1.4 ACRES LOCATED AT THE NORTH INTERSECTION OF 1580 SOUTH AND RIVER ROAD AND OWNED BY SHEFCO AND RIVER ROAD INV

WHEREAS, the applicant / property owner has requested a change to the General Plan Land Use Map for property located at the north intersection of 1580 South and River Road from Low Density Residential (LDR) to Commercial (COM); and

WHEREAS, the City Council held a public hearing on the requested change to the Land Use Map on May 7, 2015; and

WHEREAS, the Planning Commission held a public hearing on April 14, 2015, and

WHEREAS, the City Council has determined that a change to the General Plan is justified at this time and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The General Plan Land Use Map is hereby amended by changing the land use designation from Low Density Residential (LDR) to Commercial (COM) Exhibit 'A' attached.

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

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

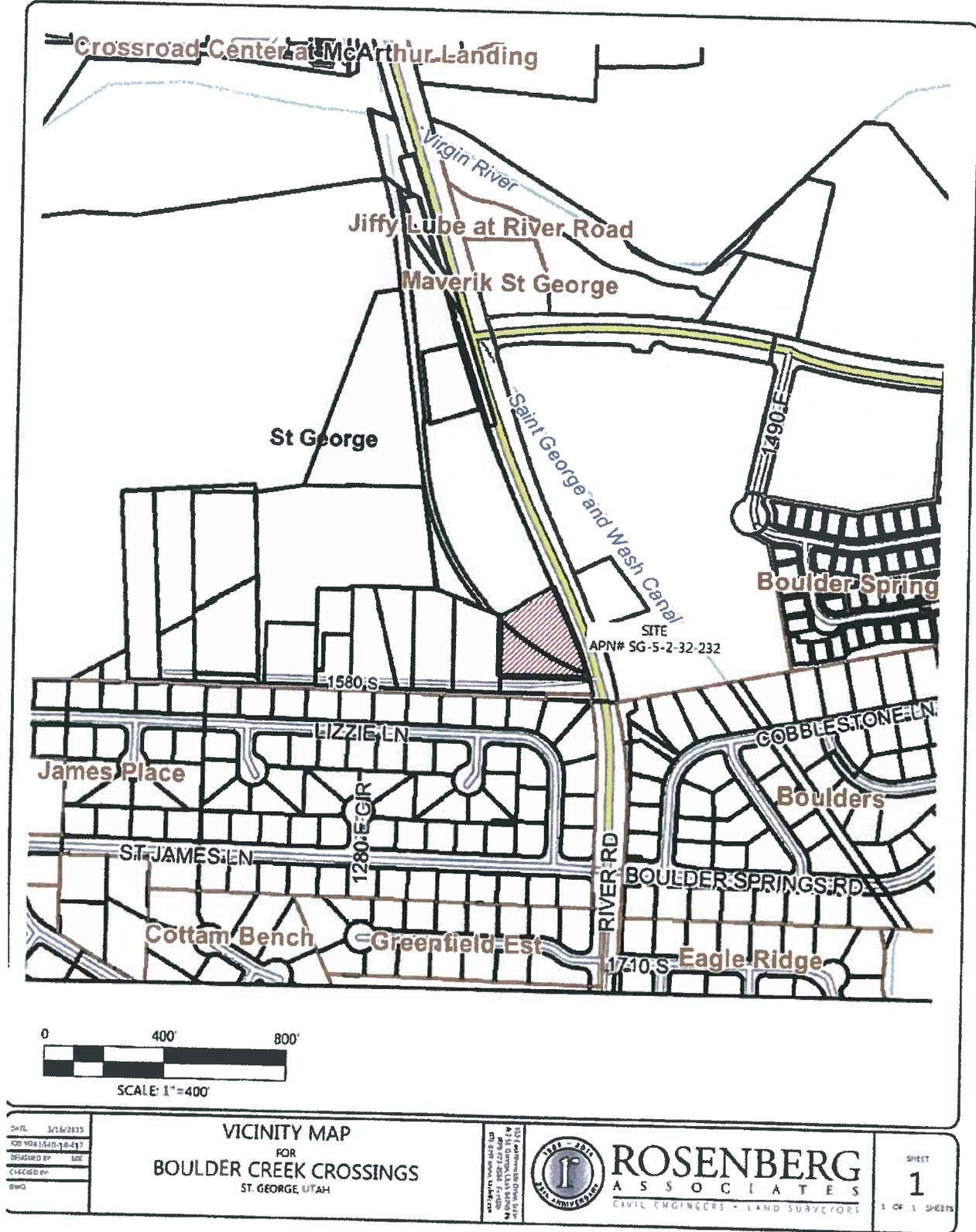
APPROVED AND ADOPTED by the City Council of the City of St. George, this 7th day of May, 2015.

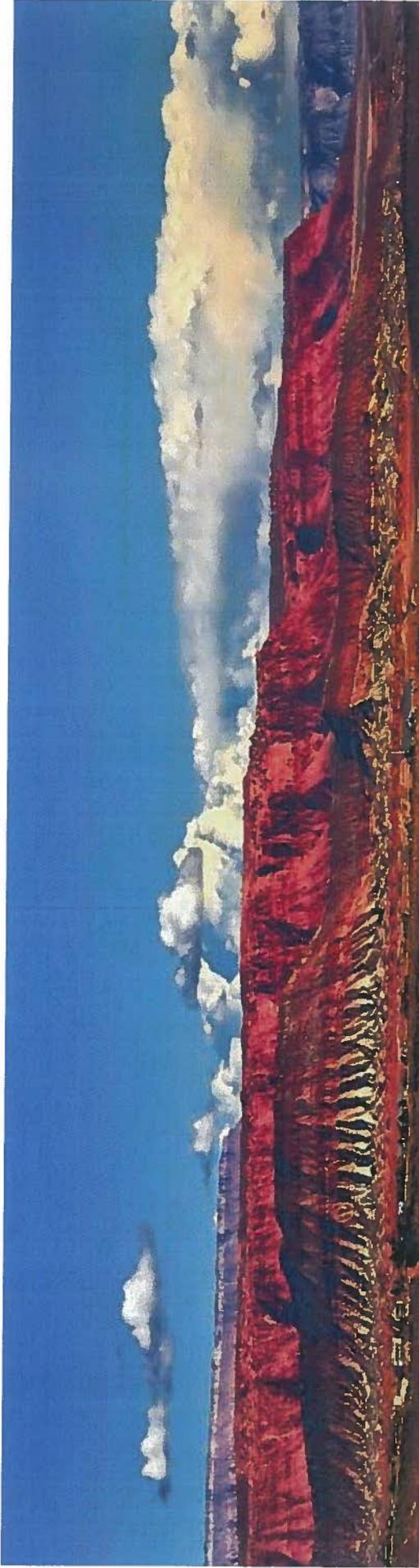
Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit 'A'



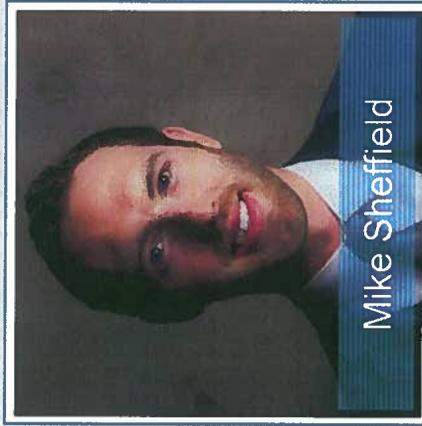


Boulder Creek Crossing



Who is

MIKE SHEFFIELD



Realtor, Developer,
Entrepreneur



Pine View
High School.
Served an LDS
Mission to
Athens, Greece.



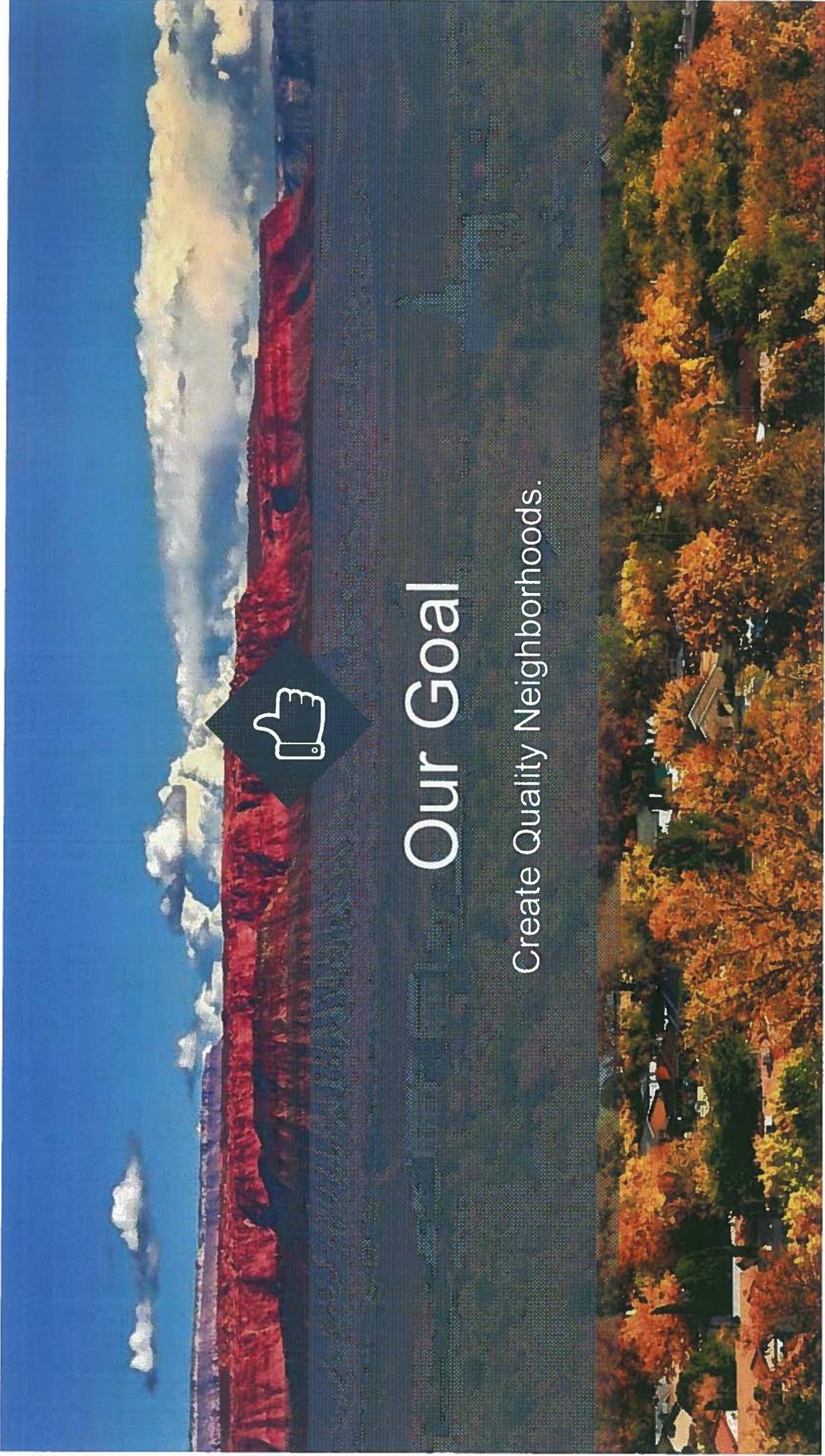
Business
Graduate,
Dixie State
University.



Student Body
President,
Dixie State
University.
Holland Building,
Student Union
Building.



Real Estate
License.
Member of the
WCBR.

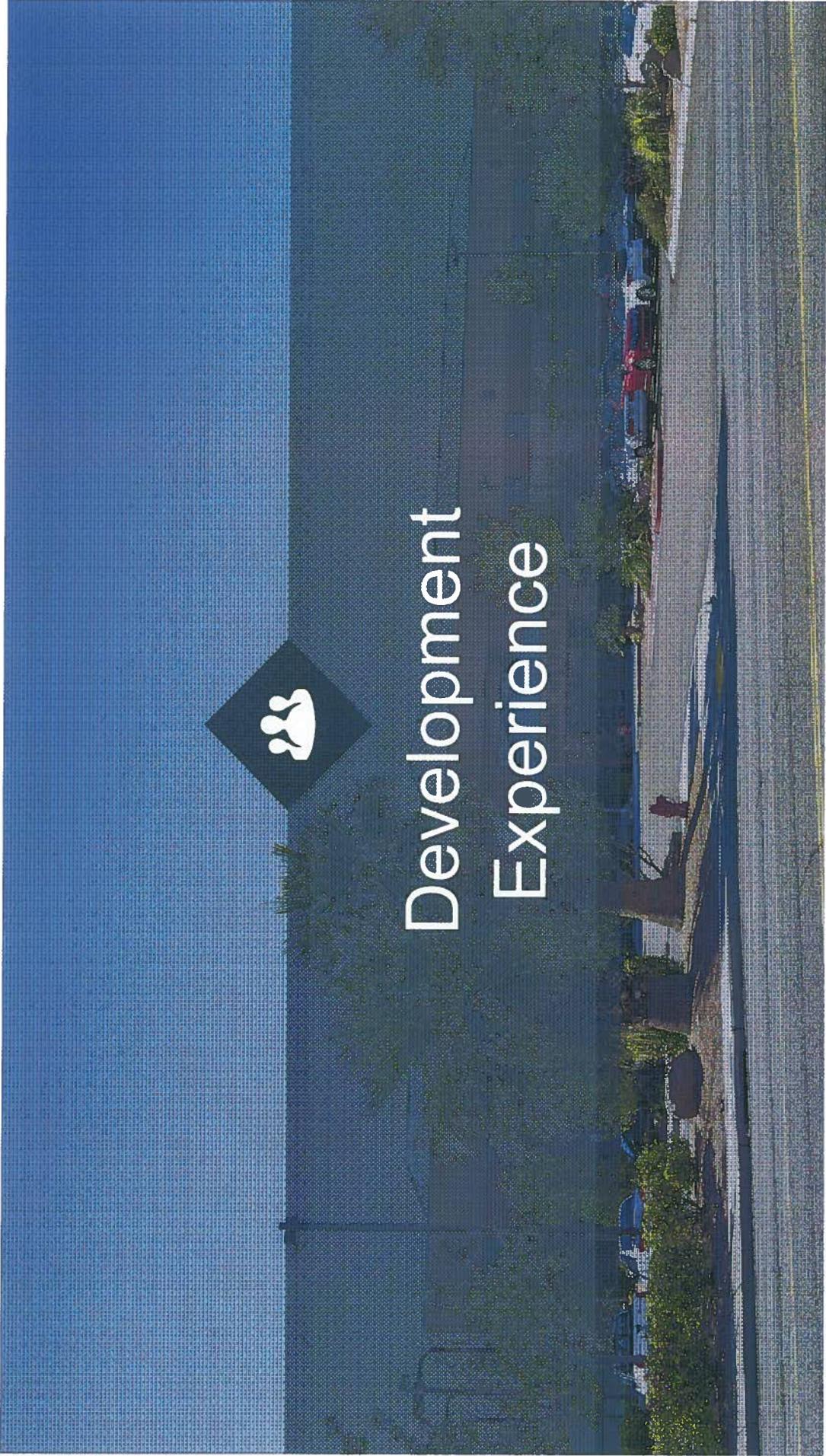


Our Goal

Create Quality Neighborhoods.

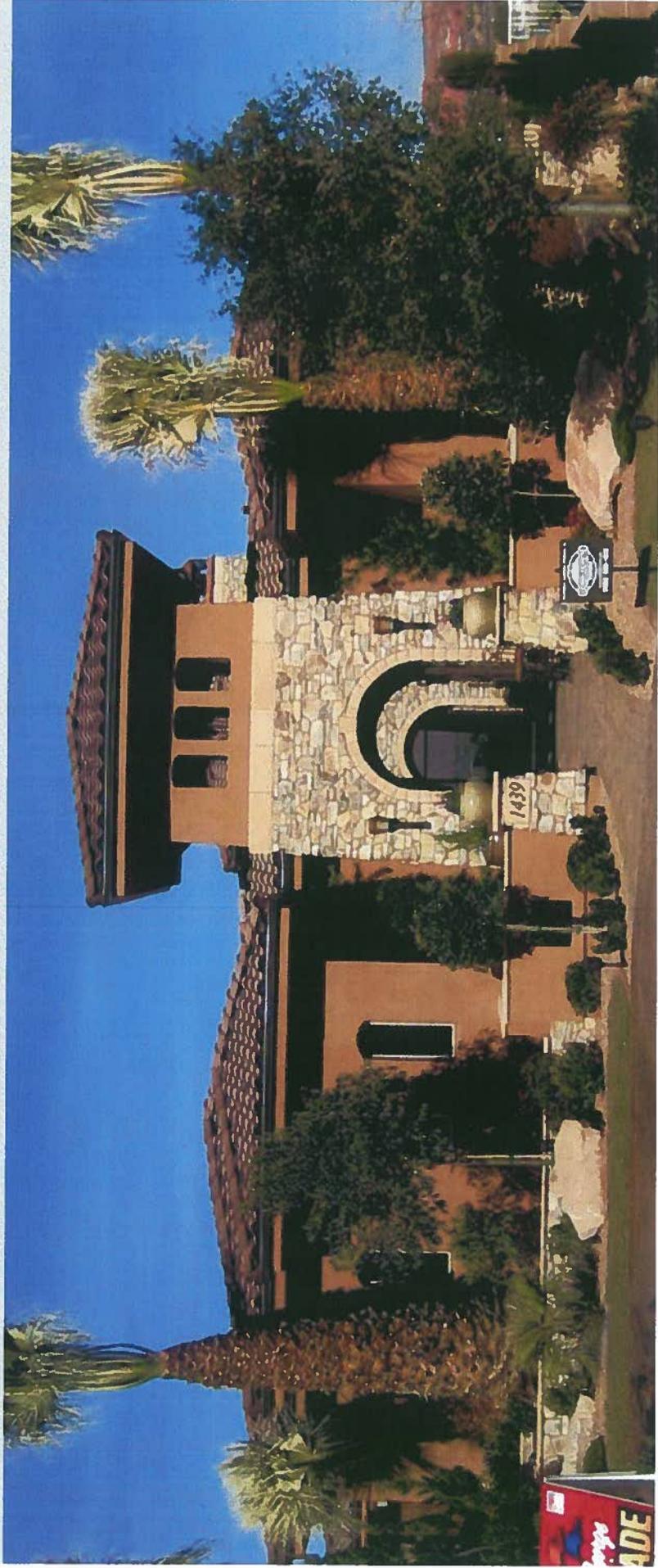


Development Experience



The Boulders Subdivision

Luxury Residential Development. 126 Lots & 45 Custom Homes



The
Boulder Springs Villas

A Planned Gated Lifestyle Community – 84 Homes



A

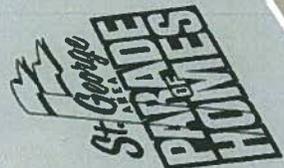
Parade of Homes Builder

Built Over 35 Parade of Homes Houses



Home #27

Keystone Construction
& Design, Inc.



St. George Parade of Homes 2015
Kemper

The
Summit Athletic Club

Southern Utah's Premiere, \$8 Million Fitness Club



The
Sun River Plaza

50,000 Sq. Ft. Prime Commercial Complex



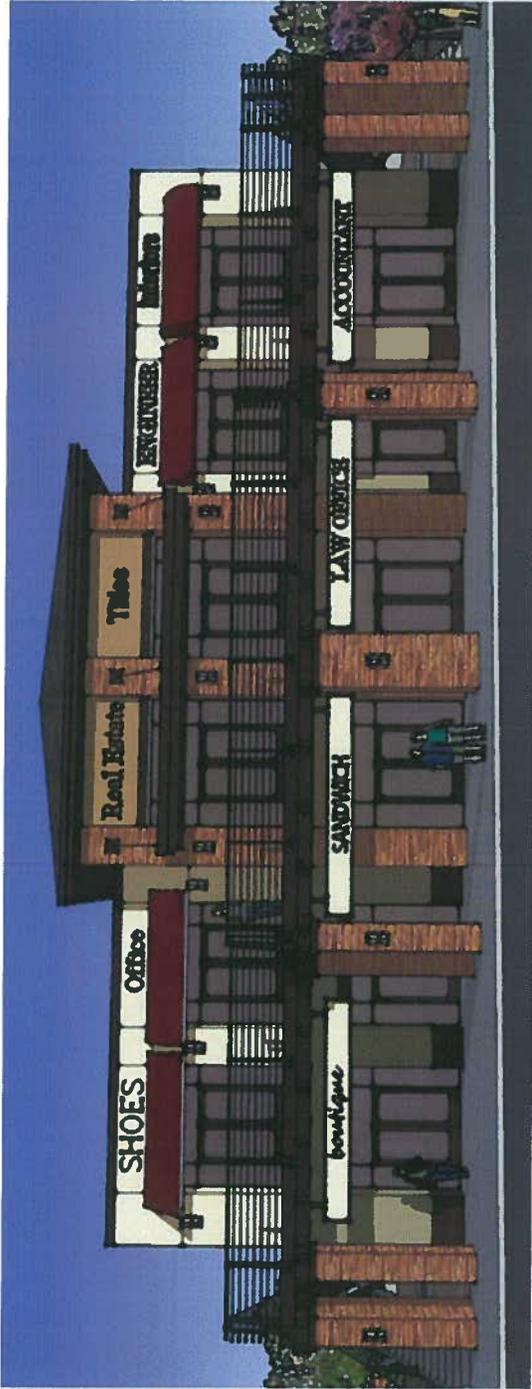


Current Project

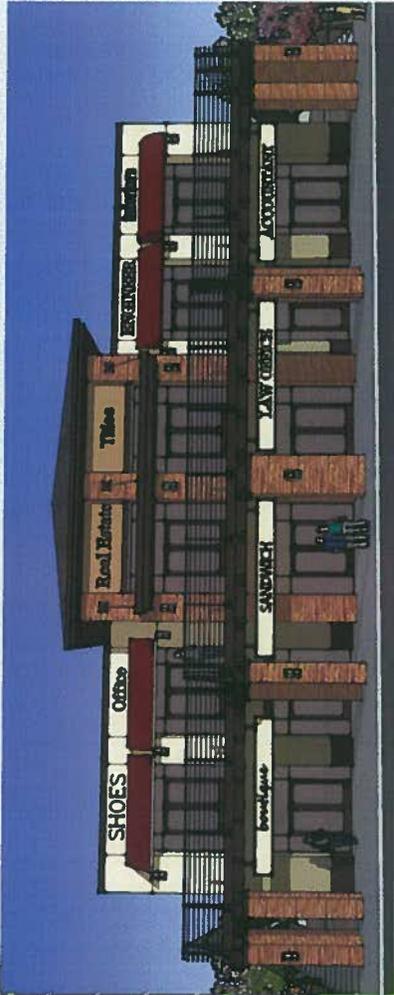


Boulder Creek Crossing





Building
Renderings



**STEVENS-
HENAGER**
Since 1891 COLLEGE

Some

Frequently Asked Questions

How will this impact Bundy Lane?



Will the buildings block my view?



What businesses can we expect?

Will this increase traffic to the area?



How will this affect my property value?

Some

Frequently Asked Questions

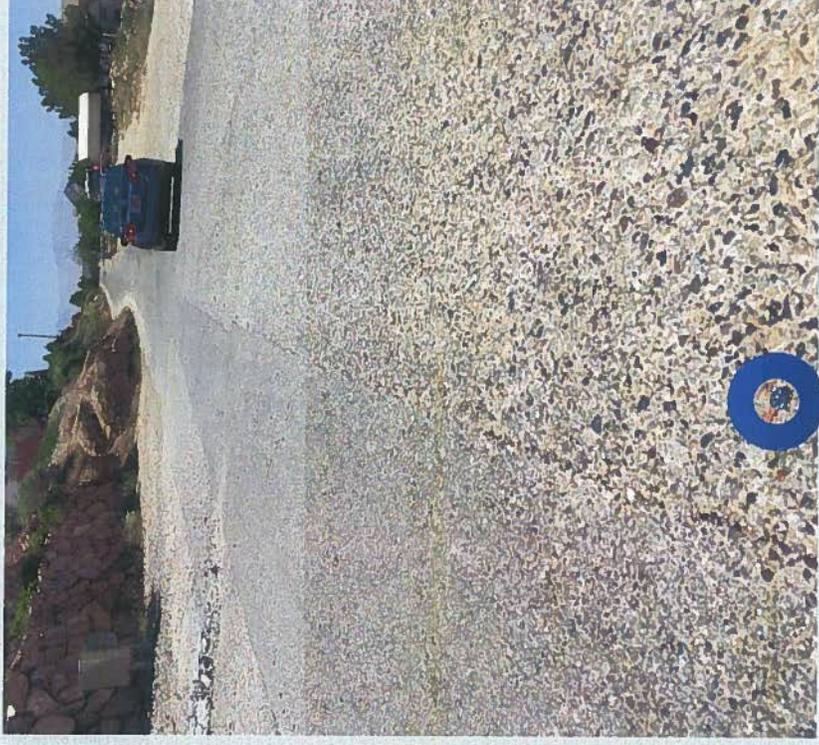
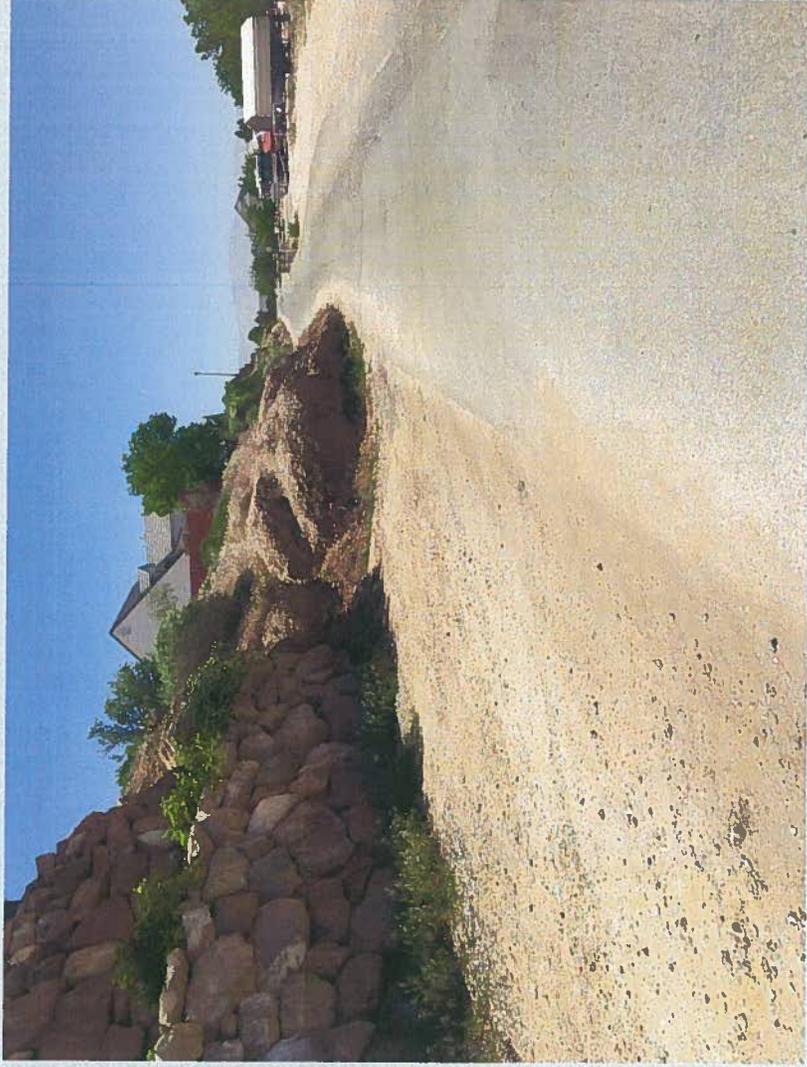
How will this impact Bundy Lane?



Some

Frequently Asked Questions

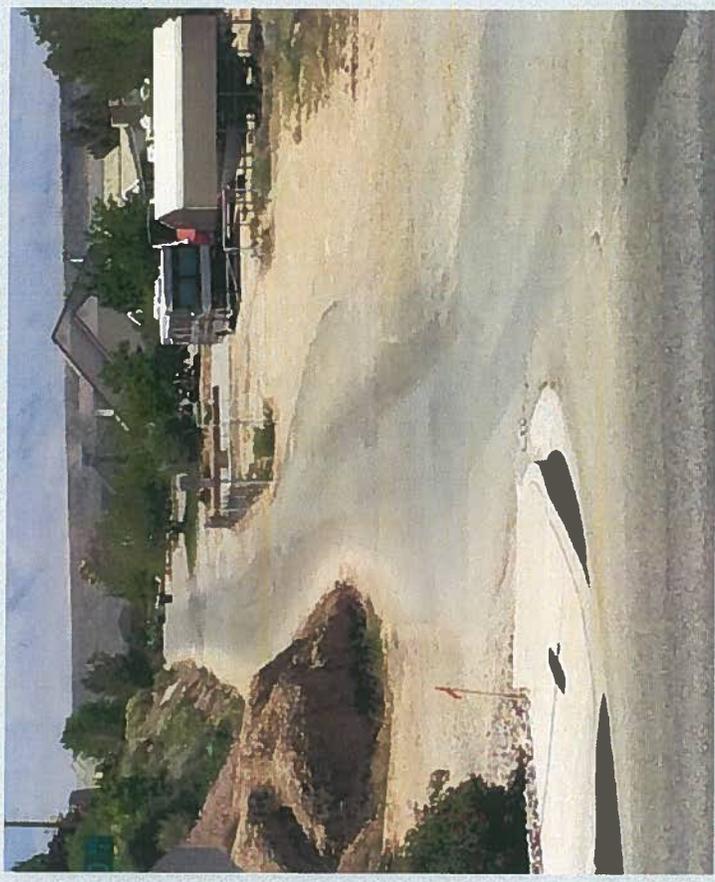
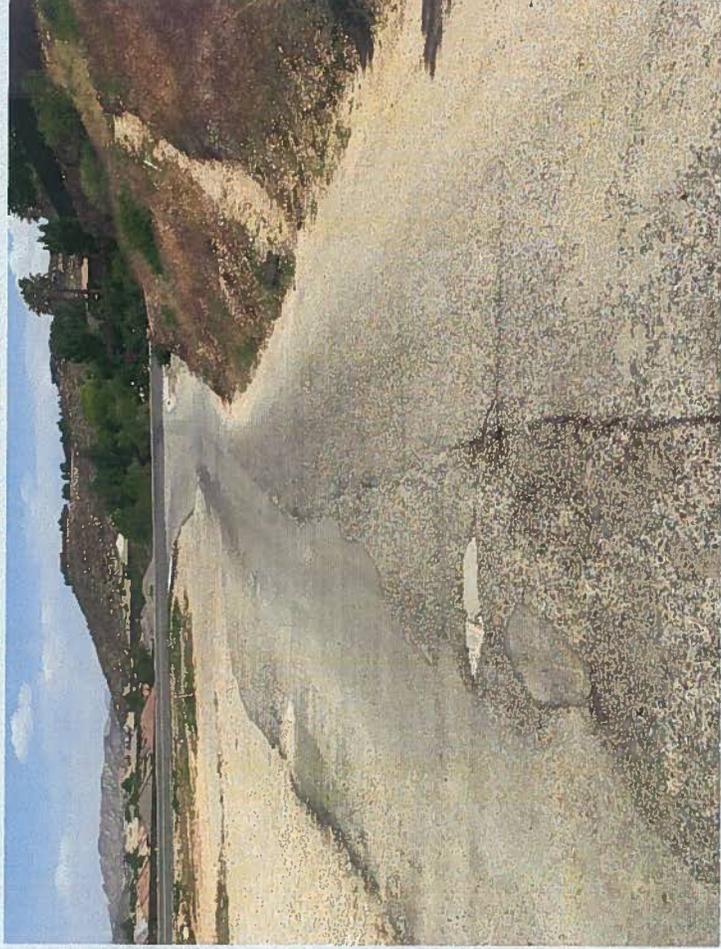
How will this impact Bundy Lane?



Some

Frequently Asked Questions

How will this impact Bundy Lane?



Some

Frequently Asked Questions

Our Proposed Solution

Work together with those on Bundy Lane to remove the “bubble” to make the necessary course correction.



Some

Frequently Asked Questions

Will the buildings block my view? No.



Some

Frequently Asked Questions

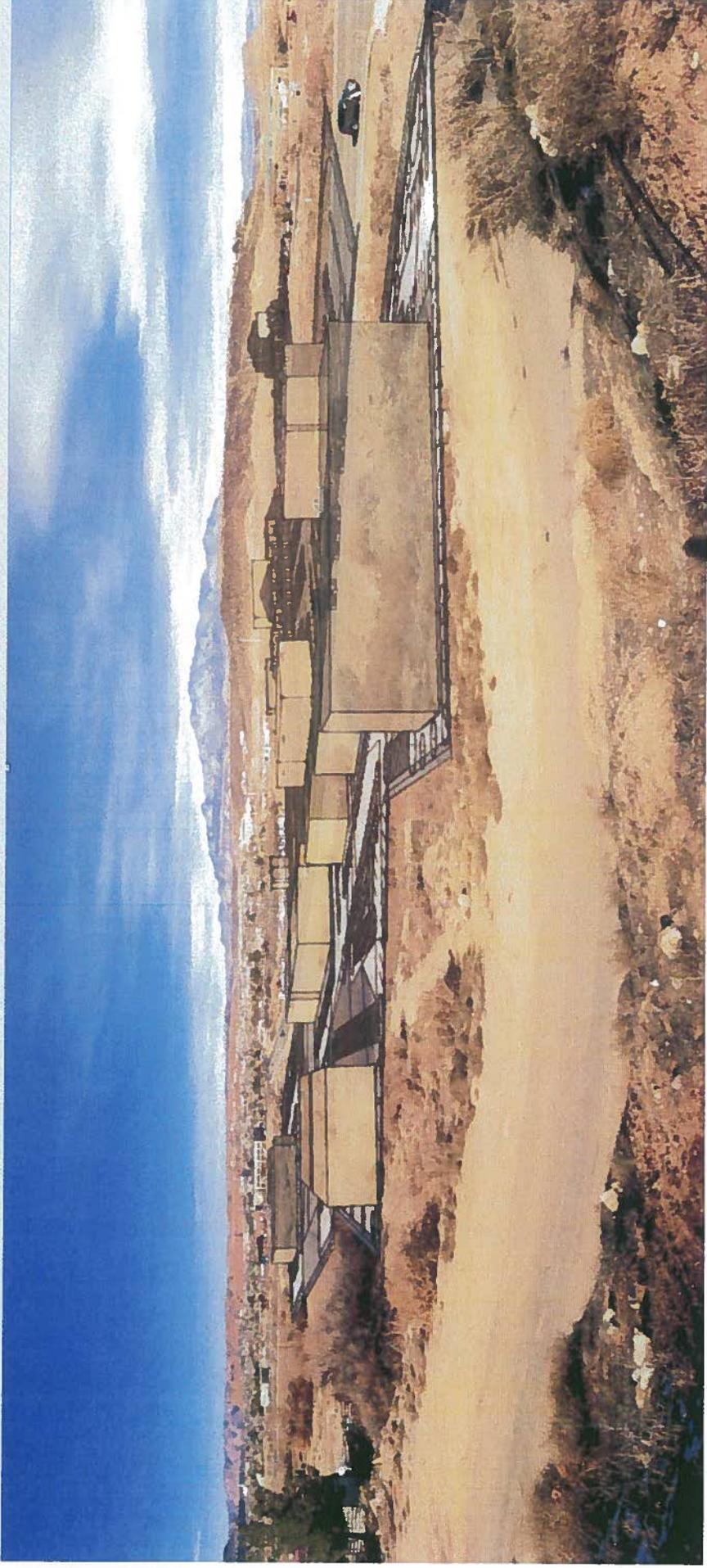
Will the buildings block my view? No.



Some

Frequently Asked Questions

Will the buildings block my view? No.



Some

Frequently Asked Questions

Will this increase traffic to the area? Yes, & No.



The Traffic Already Exists. 35,000 Cars / Day. BCC is designed to serve the existing neighborhoods and serve the present traffic flow. If anything, we hope that it will relieve pressure further down River Road by helping provide these services to neighbors, making it unnecessary to travel into town for them.



The Traffic Study is complete! We are planning on putting in acceleration and deceleration lanes in order to allow for safe access to BCC, and to allow the free flow of through traffic. In addition, the planned traffic light at The Boulders & St. James intersection will help to regulate the traffic flow, making it safe, and easier to navigate.



Some

Frequently Asked Questions



How will this affect my property value?

Studies show that a well planned neighborhood shopping center actually increases property values due to the popular conveniences provided to the neighbors.



“Song and Knaap find that housing prices increase with their proximity to neighborhood-scale commercial land uses and that an additional premium exists when the neighborhood store is located within walking distance.” (Southwestern Economic Review)



It is our opinion that it will improve property values.

What

Progress Have We Made?

- We moved the Anchor next to the Summit
- We fulfilled the Traffic Study.
- We Moved the “Stevens Henager” building along River Road.
- We are zoning as much as we can foresee at the same time.
- We are pursuing a PD Commercial, following all rules and guidelines to maintain a quality and planned development. Thus retaining values.
- Helped improve both River Road & 1450 S.
- We refuse to block views.

In

Conclusion

The question is:

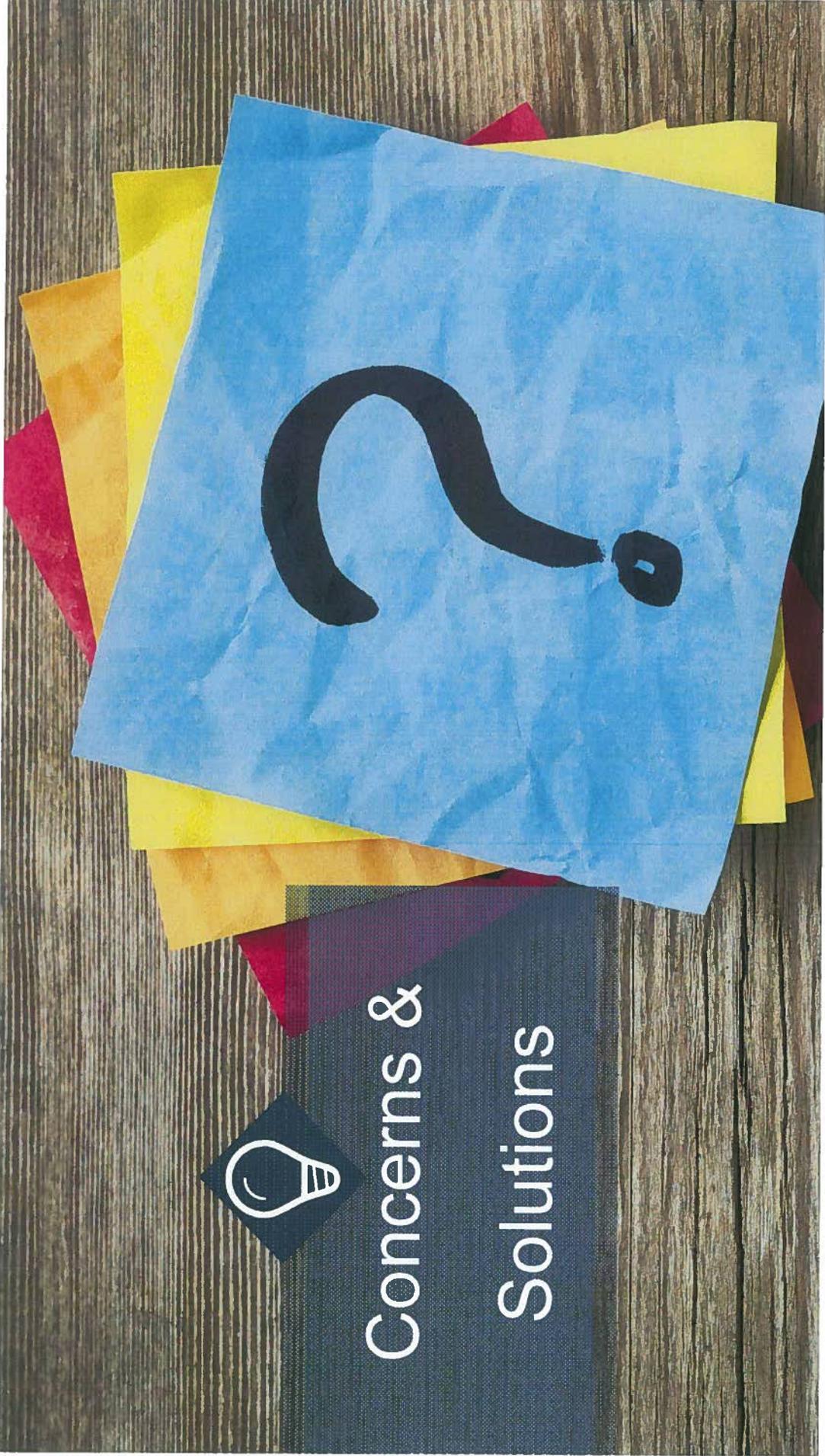
“Is this the place for the transition from Residential to Commercial?”

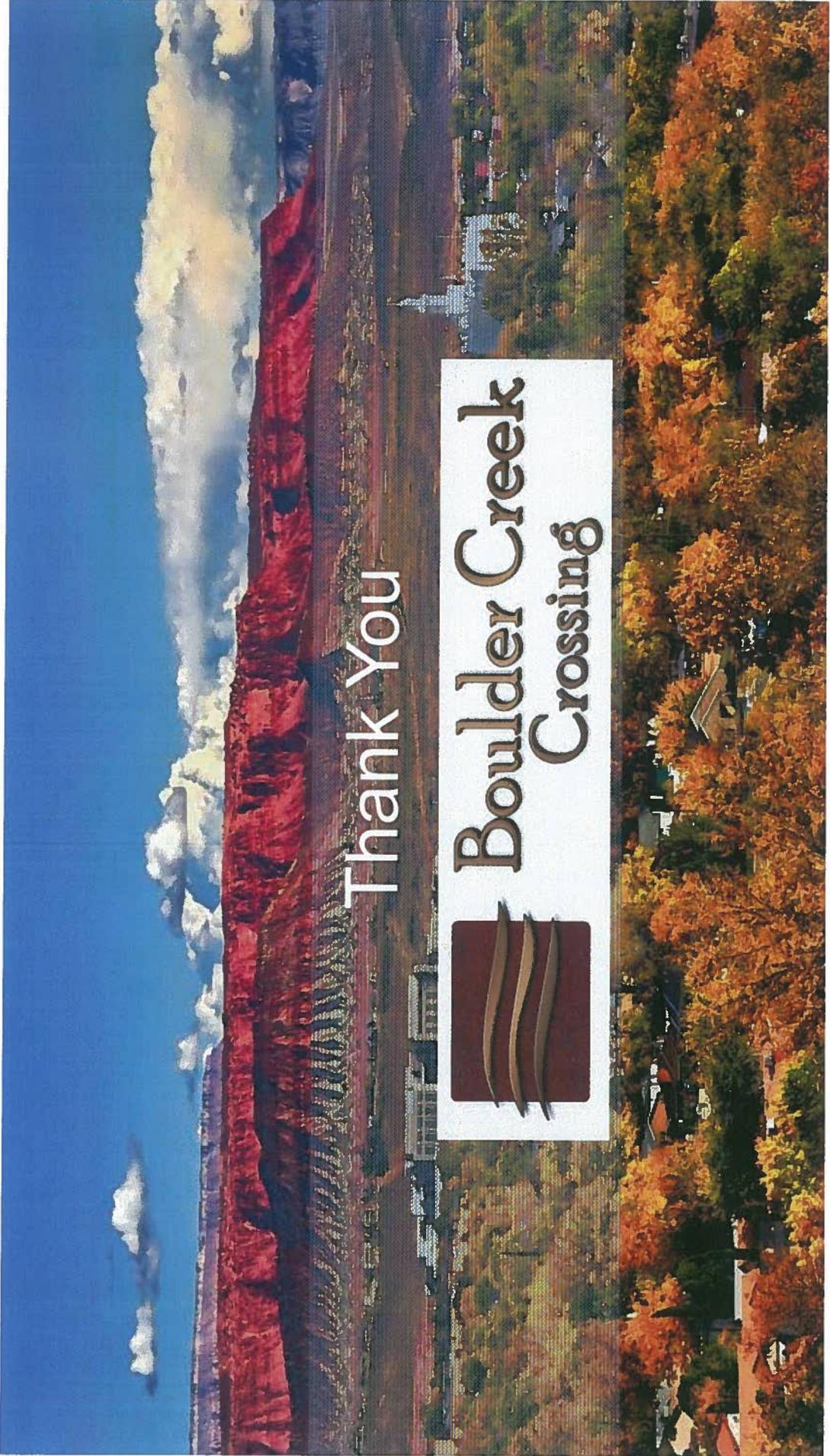
It is the *perfect* transition:

- Natural barrier with the 32 foot elevation difference.
- No reasonable residential alternative.
- Be a quiet and responsible neighbor.
 - Retains property values.
 - Retains primary views.
- Enhance the Bundy Lane entrance.



Concerns & Solutions





Thank You



Boulder Creek
Crossing



From ProssGlauset

DRAFTAgenda Item Number : **3E****Request For Council Action****Date Submitted** 2015-04-24 08:24:50**Applicant** City of St. George & Rosenberg Associates**Quick Title** Public Hearing/Ordinance - Public Street Vacation**Subject** Consider the vacation of 200 East Street located between Riverside Drive and 1670 South Street.**Discussion** This portion of Roadway is currently not improved and because of good circulation of roads surrounding the area there are no future plans of improving it either.**Cost** \$0.00**City Manager Recommendation** This road goes nowhere and a portion has already been abandoned to the property owner to the north, Gary Carter. The City owns property on one side. Recommend approval as it will never be a road.**Action Taken****Requested by** Todd Jacobsen**File Attachments** [200 East St.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [200 East St.pdf](#)

Vacate Public Street/ROW

CITY COUNCIL AGENDA REPORT: 05/07/2015

VACATE PUBLIC STREET/ROW

200 East Street

Case No. 2015-LRE-011

- Request:** Approval to vacate the remainder of a Public Street/Right-of-way
- Representative:** Brandon Anderson, Rosenberg Associates
352 E. Riverside Drive #A2
St. George, UT 84790
- Property:** Located at 200 East between Blocks 10 & 11 of the Jesse W. Crosby Entry (approximately between 1600 and 1670 South)
- Zone:** C-3
- Staff Comments:** This portion of the Public Street/ROW is not improved and there are no future plans to improve it.
- All aspects of this Public Street/ROW were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.
- This Public Street/ROW is ready for Planning Commission's consideration for approval.

N 89°05'44" W 550.56'

NORTH QUARTER CORNER
SECTION 6
T43S, R15W SLB & M
(FOUND 1997 COUNTY CAP)

GARY W.
CARTER LTD

GARY W.
CARTER LTD

NO
SOUTH
94.10

P.O.B.

66.0' ROADWAY
TO BE ABANDON

FIELD
ENTERPRISES
LIMITED
PARTNERSHIP

CITY OF ST.
GEORGE

270 EAST STREET

1670 SOUTH STREET



DATE	3/24/08
JOB NO	76-5-002
DRAWN BY	SEA
DESIGNED BY	SEA
SCALE	1"=10'
CWG	SRVY-405

NO.	
REVISION	

ROSENBERG
ASSOCIATES
CIVIL ENGINEERS - LAND SURVEYORS



255 E. 17th Avenue
Suite 310
Denver, CO 80202
Phone: 303.733.8888
Fax: 303.733.8889
www.rosenberg.com

EXHIBIT MAP
FOR
200 EAST ABANDONMENT

SHEET
1
OF 1 SHEETS



Public Street Vacation

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

March 31, 2015

DRAFTAgenda Item Number : **5A**

Request For Council Action

Date Submitted 2015-04-28 16:35:23**Applicant** Rich Stehmeier**Quick Title** Airport Final LOI Grant**Subject** Consider acceptance of the final LOI grant from the FAA for the new airport.**Discussion** This is the final payment to the City for the FAA share to construct the new airport.**Cost** \$0.00**City Manager Recommendation** Unbelievable. This is our final payment from the FAA for our Airport. Never thought I would see the day we could pay everyone back and close the project. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **5B**

Request For Council Action

Date Submitted 2015-04-24 12:29:25**Applicant** City of St. George**Quick Title** Resolution to Adopt the 2015-2016 Preliminary Budget**Subject** Presentation of the City's Recommended Annual Budget for Fiscal Year 2015-2016.**Discussion** State Code requires the Recommended Budget to be presented to the Mayor & City Council in the first regular meeting of May each year.**Cost** \$0.00**City Manager Recommendation** Hopefully I will have it to you by this meeting. We need to approve it so we can then start the formal approval process culminating with a public hearing in June.**Action Taken****Requested by** Deanna Brklacich**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **6A****Request For Council Action****Date Submitted** 2015-04-28 18:29:54**Applicant** Robert P Lehmkuhl**Quick Title** Honoring Veterans Event 3**Subject** Consideration of a request to waive the use fee for the Vernon Worthen Park Consideration of a request to waive the insurance requirements**Discussion** The 3rd annual Honoring Veterans Event will be held at Vernon Worthen Park on Saturday, June 20 from 8:00 am to 3:00 pm. The event is open to the public as they are invited to meet and greet with Veterans. All branches of the active duty military will be invited for this fundraiser in support of the Home Front Charity**Cost** \$0.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** Honoring Veterans Event 3 CC .pdf**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** Honoring Veterans Event 3 CC .pdf

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:

Business License Use Only



**SPECIAL EVENT
PERMIT APPLICATION
CITY OF ST. GEORGE**

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: Honoring Veterans Event 3

Applicant's Name: ROBERT LEIFMUKHAL

Organization: PATRIOT GUARD RIDERS OF SOUTHERN UTAH

Mailing Address: 410 N 300W

City, State, Zip: LA VERKIN UTAH 84745

Day Phone: 435-668-9892 Cell/other:

E-mail: RPLEHMUKHAL@MSW.COM

Event Web Address (if applicable):

Alternate contact name: Day Phone:

Cell/other: E-mail:

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION VERNON WORTHEN PARK

Location Details/Address:

Event	Date(s): <u>JUNE 20TH</u>	Start time: <u>8AM</u>	End time: <u>3 PM</u>
Set-up	Date(s): <u>JUNE 20TH</u>	Start time: <u>8AM</u>	End time: <u>9 AM</u>
Clean-up	Date(s): <u>JUNE 20TH</u>	Start time: <u>1 PM</u>	End time: <u>2 PM</u>

Is this a recurring event? Yes If yes; daily, weekly or other? YEARLY

Is this a Annual Event? Yes If yes; Same date and Place?

TYPE OF ACTIVITY *check all that apply:*

Sporting 5K Parade Festival
 Film Production Vendor Booth Cycling 10K Dance Block Party
 Outdoors Sales Training Fun Run 1/2 Marathon Other:

PARTICIPANTS

Number of participants expected: Number of volunteers/event staff:

Open to the Public Private Group/Party

If event is open to the public, is it: Entrance Fee/Ticketed Event? Fee for Participants/Racers/Runners Only

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

VENDORS/FOOD/ALCOHOL check all that apply

Vendors/merchants Quantity:
Vendors giving away products/services
Vendors selling products/food
Food
Alcoholic Beverages

TENTS/STAGES/STRUCTURES (include details on site map)

Tents/Pop-up Canopies Amount: 6 Dimensions: 10 x 12 FEET EACH
Temporary Stage Dimensions:
Description of Tents/Canopies/Stage, etc.:

SITE SETUP/SOUND check all that apply (please include details on site map)

Fencing/Scaffolding
Barricades
Portable Sanitary Units
Music if yes, check all that apply Acoustic Amplified
PA/Audio system Type/Description:
Fireworks / Fire Performances / Open Flame
Propane/Gas on site
Trash/Recycle bin coordination on site

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) You may begin to coordinate in advance with these contacts

Road Use Location:
Sidewalk Use Location: Will stay on sidewalks and follow pedestrian laws
Parade # of Floats:

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

Private Security/Officers Company name: # of Personnel: 2
Animals Quantity: What kind:
Drawing or Raffle SG City Legal Dept. Diana Hamblin, (435) 627-4606
Motion Pictures/Videos Other:

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

ROBERT LEHMKUHLE Applicant's Signature 2-2-15 Date
Print Applicant's Name

Please do NOT include my event on the City Event Calendar Website

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 3 of 4

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

- Please be sure to include any elements of your event that will help our review committee.
-

THIS IS A FUNDRAISER FOR OUR
HELP ON THE HOMEFRONT CHARITY.
A 501(C)(3) REGISTERED CHARITY
100% OF DONATIONS GO DIRECTLY
TO VETERANS WITH HOME EMERGENCIES.
IT IS A PATRIOT GUARD RIDER EVENT
OPEN TO THE PUBLIC. IT WILL
BE CENTERED AROUND VETERANS.

RESOLUTION NO. _____

**ADOPTING THE 2015-2016 PRELIMINARY 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 tentative 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 7th day of May, 2015, upon motion duly made and seconded, it is unanimously

RESOLVED that the preliminary 2015-16 fiscal budget for the City of St. George, attached hereto as Exhibit "A" including all schedules thereto, is hereby adopted, subject to later amendment.

**VOTED UPON AND PASSED BY THE CITY COUNCIL OF THE CITY OF
ST. GEORGE AT A REGULAR MEETING OF SAID COUNCIL HELD ON
THE 7th DAY OF MAY, 2015.**

Members of the Council Voting Aye

Gil Almquist
Jimmie Hughes
Michele Randall
Joe Bowcutt
Bette Arial

Jonathan T. Pike, Mayor

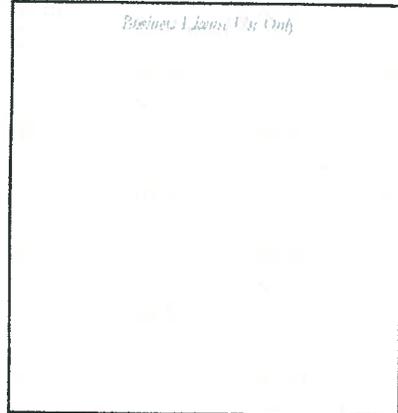
ATTEST:

Christina Fernandez, City Recorder

DRAFTAgenda Item Number : **6B****Request For Council Action****Date Submitted** 2015-04-28 18:20:21**Applicant** Anita Stewart**Quick Title** Rockwell Relay Moab to St George**Subject** Consideration of a request to close the intersection that encompasses Diagonal Street, 600 West and 700 North. Consideration to also close 600 West and 700 North to through traffic.**Discussion** The Rockwell Relay will be held at Sandtown Park on Saturday, June 13 from 9:30 am to 8:30 pm. The annual bicycle relay race with upwards of 800 participants begins in Moab and covers 525 miles with a finish line in St George at Sandtown Park. A local traffic control company will be contracted to install and remove all traffic control.**Cost** \$0.00**City Manager Recommendation** Concerned that this park gets more than its share of this type of event. I guess if the traffic control is able to provide residents access to their homes it should be okay.**Action Taken****Requested by** Bill Swensen**File Attachments** Rockwell Relay Moab to St George CC .pdf**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** Rockwell Relay Moab to St George CC .pdf

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



**SPECIAL EVENT
PERMIT APPLICATION
CITY OF ST. GEORGE**

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: Rockwell Relay: Moab to St. George

Applicant's Name: Anita Stewart

Organization: Rockwell Relay Inc

Mailing Address: 3596 S 2640 E

City, State, Zip: St. George, UT 84770

Day Phone: 801-809-0083 **Cell/other:** Same

E-mail: anita@rockwellrelay.com

Event Web Address (if applicable): rockwellrelay.com

Alternate contact name: Cort Stewart **Day Phone:** 801-643-4673

Cell/other: Same **E-mail:** cort@rockwellrelay.com

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION Bluff Street Park, last end, 600 W between 600 & 700 N *arranged w/ Susan 1/21*

Location Details/Address: Finish line for bike race originating in Moab, also food, awards ceremony

Event	Date(s): <u>Sat. June 13, '15</u>	Start time: <u>9:30 AM</u>	End time: <u>8:30 PM</u>
Set-up	Date(s): <u>"</u>	Start time: <u>8 AM</u>	End time: <u>10 AM</u>
Clean-up	Date(s): <u>"</u>	Start time: <u>9 PM</u>	End time: <u>10:00 PM</u>

Is this a recurring event? yes **If yes; daily, weekly or other?** annual

Is this a Annual Event? yes *with yr.* **If yes; Same date and Place?** 2nd Sat of June, also Bluff St. Park last year

TYPE OF ACTIVITY *check all that apply:*

<input type="checkbox"/> Sporting	<input type="checkbox"/> 5K	<input type="checkbox"/> Parade	<input type="checkbox"/> Festival
<input type="checkbox"/> Film Production	<input type="checkbox"/> Vendor Booth	<input checked="" type="checkbox"/> Cycling	<input type="checkbox"/> 10K
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Training	<input type="checkbox"/> Fun Run	<input type="checkbox"/> 1/2 Marathon
<input type="checkbox"/> Other:			

PARTICIPANTS but staggered, about 300 at a given time

Number of participants expected: about 800 **Number of volunteers/event staff:** about 30

Open to the Public Private Group/Party

If event is open to the public, is it: Entrance Fee/Ticketed Event? Fee for Participants/Racers/Runners Only

SPECIAL EVENT PERMIT APPLICATION

EVENT _____ -

Rockwell Relay

VENDORS/FOOD/ALCOHOL check all that apply

Vendors/merchants Quantity: none

Vendors giving away products/services Vendors selling products/food

Food given away catered by restaurants/vendors prepared on site SW Utah Health Dept., (435) 986-2580

Alcoholic Beverages none beer stands fenced in beer garden liquor sales Utah DABC, (801) 977-6800
Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES (include details on site map)

Tents/Pop-up Canopies Amount: 8-10 SG Fire Dept. (435) 627- 4150
Dimensions: 10x10 (one is 10x20)

Temporary Stage Dimensions: _____

Description of Tents/Canopies/Stage, etc.: Pop up canopies w/ weights

SITE SETUP/SOUND check all that apply (please include details on site map)

Fencing/Scaffolding

Barricades thru Dine @ Utah Barricade (must obtain privately)

Portable Sanitary Units (must obtain privately)

Music if yes, check all that apply Acoustic Amplified

PA/Audio system Type/Description: small portable PA

Fireworks / Fire Performances / Open Flame SG Fire Dept. (435) 627- 4150

Propane/Gas on site SG Fire Dept. (435) 627- 4150

Trash/Recycle bin coordination on site we provide own logged 33gal. WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) You may begin to coordinate in advance with these contacts

Road Use Location: _____ SG City Public Works Dept.,
(435) 627-4050
(please include details on site map)

Sidewalk Use Location: _____ Will stay on sidewalks and follow pedestrian laws
(please include details on site map)

Parade # of Floats: _____

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

Private Security/Officers Company name: _____ # of Personnel: _____

Animals Quantity: _____ What kind: _____

Drawing or Raffle SG City Legal Dept. Diana Hamblin, (435) 627-4606

Motion Pictures/Videos Other: _____

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Anita Stewart Anita Stewart 3/10/15
 Print Applicant's Name Applicant's Signature Date

Please do NOT include my event on the City Event Calendar Website

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 3 of 5

Rockwell Relay

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

- Please be sure to include any elements of your event that will help our review committee.

Annual road bicycle relay race beginning in Moab the prior day. Teams have four cyclists and cover 525 miles, one cyclist per team riding at a time. The finish line is at Bluff Street Park, same as last year. Prior years it was at Vernon Wathen Park. The cyclists will be coming into town from Enterprise, south on Hwy 18. They will cross Snow Canyon Blvd at the light then turn left and cross Bluff Street with the light (rules of road event, so will cross with green lights only), then access the bike path to continue south on Bluff Street to Diagonal Street. They will follow Diagonal Street to 600 West, with the Finish Line along 600 West at the NE corner of Bluff St. Park. Will have a light catered meal (last yr was 25 Main restaurant). About 7 PM will be an Awards Ceremony. Most participants are not at the park for very long - they come in all during the day (become very spread out over the course), eat, leave, then about half come back for the awards. This is our sixth year and its always been a quiet, respectful group. We do have a small PA system for announcing arriving teams and playing music. The sound wouldn't carry much beyond the park. We also remove our own trash. Will request some traffic control as last year - close intersection (3 way) at

SPECIAL EVENT PERMIT APPLICATION

EVENT _____-

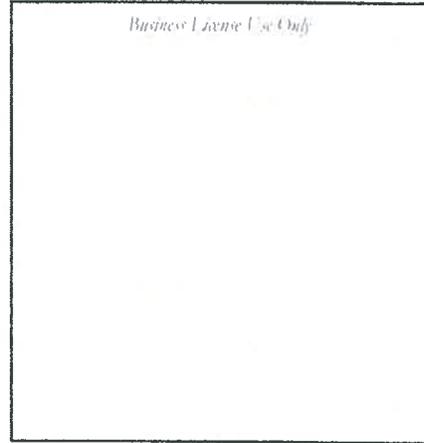
Page 4 of 5

Rockwell Relay

Diagonal Street, 600 West and 700 N. Also close 600 W and 700 N to through traffic, where they border the park. Used Utah Barricade (Dawe / Ritz) last year and likely will again. Plan to hand out flyers giving notice of the event and traffic changes to residents bordering the park on 600 W and 700 N. Did this last year and people were very receptive.

DRAFTAgenda Item Number : **6C****Request For Council Action****Date Submitted** 2015-04-28 18:05:26**Applicant** Darcy Hanks**Quick Title** Bloc Party**Subject** Consideration of a request to have a Grand Opening Event for the Bloc Wakepark at 5536 Desert Canyons Parkway**Discussion** he Bloc Party event will be held at the new Bloc Wakepark on Saturday, May 30 from 1:00 pm to 11:59 pm. This event will kick off the opening of the Bloc Wakepark with water sports sand volleyball, music, vendor booths and a live concert.**Cost** \$0.00**City Manager Recommendation** Looks like a good place for this type of event. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Bloc Party CC .pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [Bloc Party CC .pdf](#)

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

City of St. George Special Events
175 E. 200 North
St. George, UT 84770

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: Bloc Party

Applicant's Name: Darcy Hanks

Organization: Bloc Wakepark

Mailing Address: 5536 S. Desert Canyons Parkway

City, State, Zip: St. George, UT 84790

Day Phone: 801-420-0054 **Cell/other:** _____

E-mail: Darcyhanks@gmail.com

Event Web Address (if applicable): www.uprisingevents.com

Alternate contact name: Marcus Wing **Day Phone:** 801-549-7325

Cell/other: _____ **E-mail:** Marcuswing@hotmail.com

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION Bloc Wakepark

Location Details/Address: 5536 S. Desert Canyons Parkway St. George, UT 84790

Event	Date(s): <u>May 30, 2015</u>	Start time: <u>1 PM</u>	End time: <u>11:59 PM</u>
Set-up	Date(s): <u>May 28, 2015</u>	Start time: <u>11 AM May 28</u>	End time: <u>11 AM May 30</u>
Clean-up	Date(s): <u>May 30, 31st 2015</u>	Start time: <u>Midnight</u>	End time: <u>Until it's all cleaned up, 11 AM</u>

Is this a recurring event? Yes **If yes; daily, weekly or other?** other

Is this a Annual Event? Yes **If yes; Same date and Place?** May 30, Bloc Wakepark

TYPE OF ACTIVITY check all that apply:

<input checked="" type="checkbox"/> Sporting	<input type="checkbox"/> 5K	<input type="checkbox"/> Parade	<input type="checkbox"/> Festival
<input type="checkbox"/> Film Production	<input checked="" type="checkbox"/> Vendor Booth	<input type="checkbox"/> Cycling	<input type="checkbox"/> 10K
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Training	<input type="checkbox"/> Fun Run	<input type="checkbox"/> 1/2 Marathon
		<input type="checkbox"/> Other:	

PARTICIPANTS

Number of participants expected: 1500 - 2000 **Number of volunteers/event staff:** 30-35

Open to the Public Private Group/Party

If event is open to the public, is it: Entrance Fee/Ticketed Event? Fee for Participants/Racers/Runners Only

VENDORS/FOOD/ALCOHOL *check all that apply*

<input type="checkbox"/> Vendors/merchants	Quantity:	<input checked="" type="checkbox"/> Vendors <i>giving</i> away products/services	<input checked="" type="checkbox"/> Vendors <i>selling</i> products/food
<input type="checkbox"/> Food		<input type="checkbox"/> given away	<input type="checkbox"/> catered by restaurants/vendors
<input type="checkbox"/> Alcoholic Beverages		<input type="checkbox"/> beer stands	<input type="checkbox"/> fenced in beer garden
		<input type="checkbox"/> liquor sales	

SW Utah Health Dept., (435) 986-2580
 Utah DABC, (801) 977-6800
 Bus. Licensing, (435) 627-4740

TENTS/STAGES/STRUCTURES *(include details on site map)*

<input type="checkbox"/> Tents/Pop-up Canopies	Amount:	SG Fire Dept. (435) 627- 4150
	Dimensions:	
<input checked="" type="checkbox"/> Temporary Stage	Dimensions:	24' x 12' x 4'
Description of Tents/Canopies/Stage, etc.: <i>For Bands and DJ</i>		

SITE SETUP/SOUND *check all that apply (please include details on site map)*

<input type="checkbox"/> Fencing/Scaffolding	
<input type="checkbox"/> Barricades	<i>(must obtain privately)</i>
<input type="checkbox"/> Portable Sanitary Units	<i>(must obtain privately)</i>
<input checked="" type="checkbox"/> Music <i>if yes, check all that apply</i>	<input type="checkbox"/> Acoustic <input checked="" type="checkbox"/> Amplified
<input checked="" type="checkbox"/> PA/Audio system	Type/Description: <i>TVI Array System</i>
<input checked="" type="checkbox"/> Fireworks / Fire Performances / Open Flame <i>(Fire/Campfire)</i>	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Propane/Gas on site	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Trash/Recycle bin coordination on site	WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

<input type="checkbox"/> Road Use	Location:	SG City Public Works Dept., (435) 627-4050
	<i>(please include details on site map)</i>	
<input type="checkbox"/> Sidewalk Use	Location:	<input type="checkbox"/> Will stay on sidewalks and follow pedestrian laws
	<i>(please include details on site map)</i>	
<input type="checkbox"/> Parade	# of Floats:	

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

<input type="checkbox"/> Private Security/Officers	Company name:	# of Personnel:
<input type="checkbox"/> Animals	Quantity:	What kind:
<input type="checkbox"/> Drawing or Raffle		SG City Legal Dept. Diana Hamblin, (435) 627-4606
<input type="checkbox"/> Motion Pictures/Videos	<input type="checkbox"/> Other:	

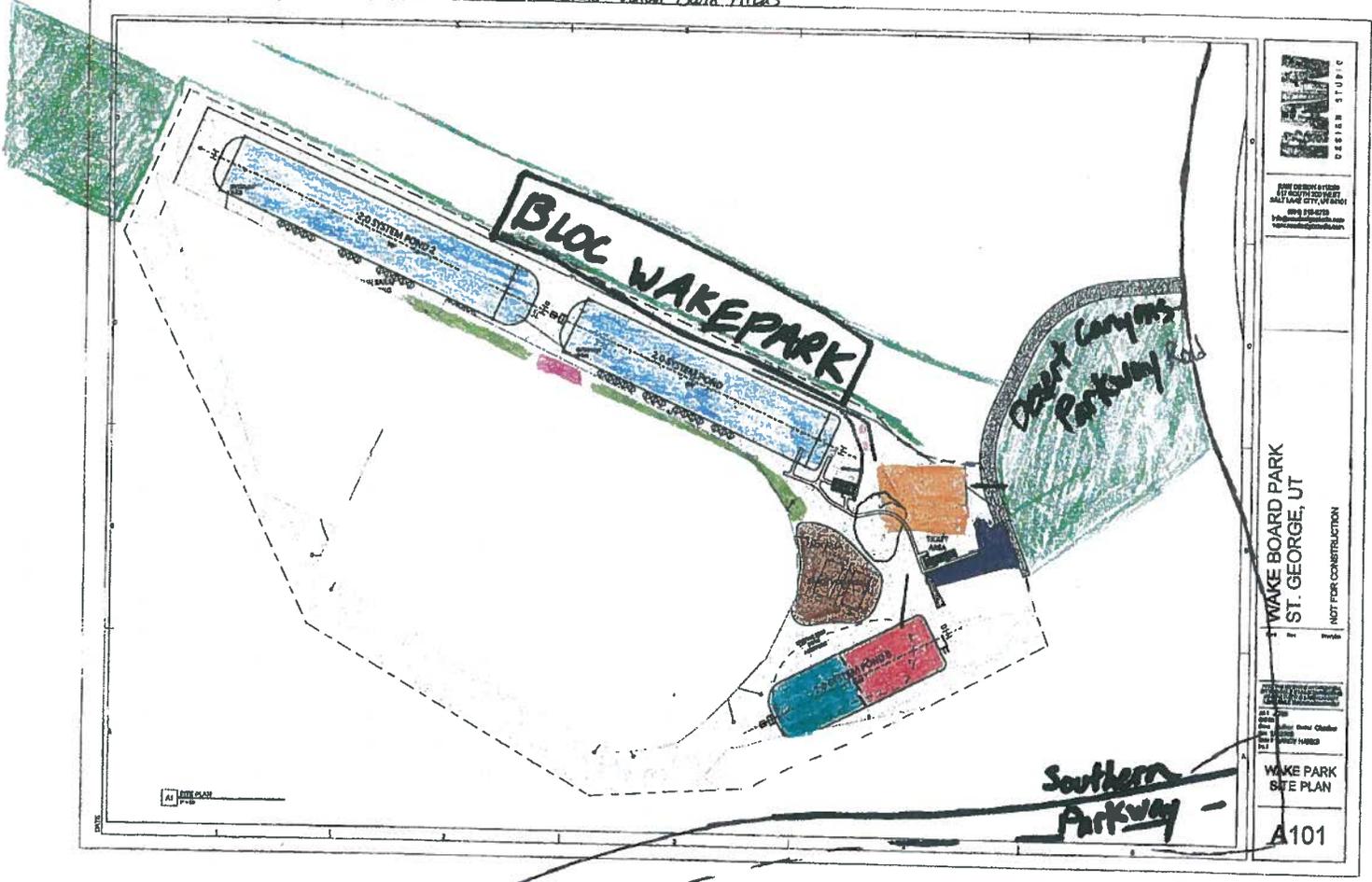
My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Paul Stevenson _____ *Paul Stevenson* _____ *Mar. 11, 2015* _____
 Print Applicant's Name Applicant's Signature Date

Please do NOT include my event on the City Event Calendar Website

The event titled Bloc Party is an event to kick off the opening of Bloc Wakepark located at 5536 S. Desert Canyons Parkway St. George, UT 84790. This event is to include cable wakeboarding, skimboarding, sand volleyball, kayaking, paddle board, slip-n-slide, music, vendor booths, food trucks, a live concert, and a dance. These events are scheduled to take place at various times throughout the day. A timeline of activities goes as follows. Wakeboarding, skimboarding, sand volleyball, kayaking, paddle board, slip-n-slide, music, vendor booths, and the food trucks will be occurring from 1-6:30 pm. We currently are in the process of contacting and making a complete list of the vendor booths or food trucks that will be at the event but some of the companies that we have contacted include wakeboard companies Ronix, Humanoid, and Byerly. Skimboard companies which include local companies Sandy Crack skimboards and Bick Skimboards. Other companies contacted for possible booths include Kameleonz sunglasses, Lyke watches, Skullcandy, Be Headwear, Land Over Yonder, and Lip Trix. Food trucks that have been contacted are Waffle Luv, Cup Bop, Art City Donuts, Sweeto Burrito, and Hokulia Shave Ice. We are planning to have a 3-4 food trucks located in the parking lot of the wakepark. This is not a complete list and all these companies are not for sure setting up as vendor booths or food trucks at the event, but we wanted to get an approval for the event before solidifying the booths or food trucks for the event. A concert/set up for the night events will take place from 7-8:30 pm. No one is booked for the concert yet but looking at artists that have performed in St. George previously like David Rhythm and Luna Lune. The wakepark has a few camp fire pits that we are hoping to have a fire going on at during the evening. We are hoping The Dixie Hangout, which is a local group that has hosted a bonfire and concert southwest of Bloomington a few times will be to be able to provide a small bonfire during the concert and dance time. This is not something that is a necessity at the event but if we were to get permission from the Sheriff's department that it would be a great aspect we would like to include at this event. The dance portion will be done by 4fx productions and DJ Marcus Wing. He has been known for having a clean, fun atmosphere for people to dance at. Tickets for this event will be sold on ww.uprisingevents.com, the reason the time was set for a couple days to set up is to make sure everything is done and set up right, so that we follow codes and rules that we need to be. We are willing to do whatever it takes to make this a compliant event that will benefit the city. Bloc wakepark has a fence around its property with a building that has restrooms and garbage cans. No roads will need to be shut down for this event. The food trucks will be parked in the parking lot of the wakepark but there are a lot of available parking spots on either side of the wakepark or on the road next to it. No roads will need to be closed in order for this event to take place. Special event general liability insurance currently hasn't been purchased for the event yet but per approval it will be purchased as soon as possible. This event will be alcohol and drug free.

- - - Gate Around the Wakepark
- Wakeboarding Ponds
- Slip-N-slide area
- Paddle Board/Kayak Area
- Areas to Park Cars
- Sand Volleyball Area
- Music/Concert/Dance Area
- Food Truck Area
- SKimboards Area
- Possible Vendor Booth Areas
- 2 Campfire pits



DESIGN STUDIO

WAKE BOARD PARK
ST. GEORGE, UT

NOT FOR CONSTRUCTION

WAKE PARK
SITE PLAN

A101

DRAFTAgenda Item Number : **6D****Request For Council Action**

Date Submitted 2015-04-16 09:47:20

Applicant Jay Sandberg

Quick Title Purchase Agreement with Roy S and Dana Muranaka

Subject Consider a purchase agreement with Roy S & Dana Muranka and authorize the Mayor to sign the Quit Claim Deed.

Discussion This agreement is for Roy S and Dana Muranaka to purchase property from the City in which a wall and landscaping have been inadvertently installed. The wall is located in Bloomington Hills at 2320 Summit Ridge Drive. The purchase price is \$1.50/sq.ft.(\$1,676).

Cost \$0.00

City Manager Recommendation Property owner has encroached on City property in the Bloomington Hills area of the City. The encroachment does not negatively impact the City property to the point we need to reclaim the proerty so recommendation is to sell the City property to the property owner at \$1.50 per sq ft for a total of \$1,676.

Action Taken

Requested by Cameron Cutler

File Attachments [Purchase Agreement City Seller Muranaka \(2\).pdf](#)

Approved by Legal Department?**Approved in Budget? Amount:****Additional Comments****Attachments** [Purchase Agreement City Seller Muranaka \(2\).pdf](#)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2015, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Seller"), and Roy S & Dana Muranaka, ("Buyer").

RECITALS

A. Seller is the owner of certain real property located in St. George, Washington County, State of Utah.

B. Buyer desires to purchase from Seller a certain portion of the Seller's Property in fee, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

C. Buyer desires to purchase from Seller, and Seller is willing to sell to Buyer, the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations and warranties hereinafter set forth, and for other valuable consideration outlined herein, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Agreement – This Purchase and Sale Agreement, including all exhibits and schedules attached hereto.

1.2. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.3. Closing – The closing and consummation of the Transaction, as evidenced by the delivery of all required funds to Seller and the recording of the Quit Claim Deed.

1.4. Funds – United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

1.5. Hazardous Materials – Any (i) hazardous, harmful, dangerous, or toxic waste, item, substance, material, or product (including, without limitation, any and all petroleum based products) as presently defined by any federal, state, or local environmental and/or health law, act, edict, directive, decree, rule, statute, ordinance, or regulation, including without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601, et. seq., (b) the Hazardous Materials Transportation Act, 49 U.S.C.A. Section 5101, et. seq., (v) the Resource Conversation and Recovery Act, 42 U.S.C.A. Section 6901, et. seq., (d) the Toxic Substances Control Act, 15 U.S.C.A. Section 2601, et. seq., (e) the Federal Water Pollution Control Act, 33 U.S.C.A. Section 1251, et. seq., and (f) all state or local environmental laws, and (g) any and all regulations related to any of the foregoing; or (ii) other item, substance, material, or product prohibited, limited, or regulated by or under any of the laws, acts, edicts, directives, decrees, rules, statutes, ordinances, or regulations described above.

1.6. Transaction – The purchase of the Property by Buyer and the sale of the Property by Seller, all as contemplated by this Agreement.

2. PROPERTY. The Property is described as set forth in Exhibit A. Property does not include water rights or water shares. Water rights and water shares are specifically reserved for Seller.

3. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Property. The Transaction shall be completed in accordance with, and subject to, the terms, conditions, and provisions fully set forth herein.

4. PURCHASE PRICE. The purchase price and consideration (the “Purchase Price”) to be paid for the Property shall be ONE THOUSAND SIX HUNDRED SEVENTY SIX DOLLARS (\$1,676).

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Seller on the ____ day of _____, 2015, the Closing Date.

5.2. Seller’s Closing Deliveries. At the Closing, Seller shall deliver, or cause to be delivered, to Buyer, as applicable:

5.2.1. A Quit Claim Deed for the Property in the form of Exhibit B attached hereto, fully executed and properly acknowledged by Seller; and

5.2.2. Such other funds, instruments and documents as may be reasonably requested by Buyer or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Seller’s prior approval thereof, which approval shall not be unreasonably withheld).

to Seller: 5.3. Buyer's Closing Deliveries. At or before the Closing, Buyer shall deliver

5.3.1. The funds set forth in Section 3 of this Agreement; and

5.3.2. Such other funds, instruments and documents as may be reasonably requested by Seller or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior approval thereof, which approval shall not be unreasonably withheld).

5.4. Prorations and Closing Costs.

5.4.1. Except as expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Transaction. Closing costs shall be paid by Buyer. Buyer shall pay for the standard-coverage policy of title insurance insuring Buyer, if desired by Buyer.

5.4.2. Buyer shall be responsible to pay rollback taxes for the Property, if any.

5.4.3. All prorations for this year, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be prorated between the parties as of Closing.

5.4.4. Buyer agrees to be responsible for taxes, assessments, utilities, and other services provided to the Property after Closing.

5.5. Documents. After Closing, Buyer shall record the documents referred to herein in the proper sequence.

5.6. Possession. Buyer shall be entitled to possession of the Property after all documents have been recorded as provided herein and all terms of the Agreement have been met.

5.7. Termination. If the Transaction does not close on or before the Closing Date for any reason, unless extended, this Agreement shall automatically be terminated.

6. "AS IS" PURCHASE.

6.1. Disclaimer. Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation, express or implied, written or oral, statutory or otherwise, concerning the Property. Without limiting the generality of

the foregoing, Seller has not made, and Buyer acknowledges that Seller has not made, any warranty, certification, or representation related to: (i) the condition of title to the Property (except as set forth in the Quit Claim Deed); (ii) the nature, physical condition or any other aspect of the Property; (iii) the existence of Hazardous Materials in, on, about, around, under or affecting the Property; (iv) the compliance of the Property with any federal, state or local laws, ordinances, statutes, rules, codes or regulations (including, without limitation, any environmental laws, building codes, or zoning codes), (v) the size, dimensions or square footage of the Property, (vi) the fitness of the Property for any particular purpose (including without limitation the current use thereof); (vii) any economic feasibility of the Property, or (viii) any development rights or permits (or lack thereof) associated with the Property.

6.2. Acceptance. Subject to the express terms of this agreement, Buyer acknowledges for Buyer and Buyer's successors and assigns, that Buyer will be acquiring the Property based solely upon Buyer's own investigation and inspection thereof. Seller and Buyer agree that, the Property shall be sold and Buyer shall accept title to and possession of the Property on the Closing Dates "as is, where is, with all faults" with no right of set off or reduction in the Purchase Price, and that except as set forth in the deed, such sale shall be without representation, certification or warranty of any kind, express or implied, oral or written, statutory or otherwise, and seller does hereby disclaim and renounce any such representation, certification or warranty.

7. BROKER'S COMMISSION. Buyer and Seller represent and warrant that they have not dealt with any broker or finder in connection with this Agreement or the Transaction. Buyer and Seller shall and do hereby each indemnify the other against, and agree to hold the other harmless from, any claim, demand or suit for any brokerage or real estate commission, finder's fee or similar fee or charge with respect to this Agreement or the Transaction based on any act by or agreement or contract with the indemnifying party, and for all losses, obligations, costs, expenses and fees (including reasonable attorneys' fees) incurred by the other party on account of or arising from any such claim, demand or suit.

8. ATTORNEYS' FEES. If there is any litigation between Seller and Buyer to enforce or interpret any provisions or rights under this Agreement, the unsuccessful party in such litigation, as determined by the court, shall pay to the prevailing party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the prevailing party, such fees to be determined by the court sitting without a jury.

9. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, electronic mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER: City of St. George
175 East 200 North
St. George, UT 84770
Attn: Jay Sandberg
Phone: (435) 703-2672
Email: jay.sandberg@sgcity.org

BUYER: Roy S and Dana Muranaka
2320 Summit Ridge Dr.
St. George, UT 84790-8015
Attn: Dana Muranaka
Phone: (435) 313-4747
Email: danamura@gmail.com

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or email, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

10. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

11. DEFAULT. If Buyer defaults, Seller may sue Buyer to specifically enforce this Agreement or pursue other remedies available at law. If Seller defaults, Buyer may sue Seller to specifically enforce this Agreement or pursue other remedies available at law.

12. ABROGATION. The provisions of this Agreement shall apply after Closing.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

14. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

15. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

16. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

17. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and

supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

18. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

19. INTERPRETATION. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

20. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

21. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

22. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

23. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

24. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Agreement on its behalf warrants his or her authority to do so and to bind Buyer or Seller.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

SELLER:
CITY OF ST. GEORGE,
a Utah municipal corporation

BUYER:
Roy S. Muranaka and Dana Muranaka

By: _____
Jonathan T. Pike, Mayor

By: _____
Roy S. Muranaka

ATTEST:

Christina Fernandez, City Recorder

By: _____
Dana Muranaka

Approved as to form:

Paula Houston, Deputy City Attorney

PURCHASE AND SALE AGREEMENT

EXHIBIT A

(Legal Description of the Property)
SG-BLH-10-COM

The following land situated in Washington County, State of Utah:

Beginning at the most Southerly corner of Lot Forty-Six (46), Bloomington Hills No. 10 Subdivision as on file in the Office of the Recorder, Washington County, Utah (Instrument No. 152931). Said point also being West 1,985.96 feet and South 1,799.67 feet from the Center Quarter corner of Section 5, Township 43 South, Range 15 West, Salt Lake Base & Meridian, and running:

Thence North 41°E13'21" West 42.26 feet;

Thence North 35°E02'27" West 35.30 feet;

Thence North 23°E30'04" West 20.11 feet;

Thence North 13°E54'26" West 19.10 feet;

Thence North 70°E44'49" East 9.40 feet to the West boundary of Lot 47;

Thence South 13°E00'00" East 2.16 feet to the lot corner common to Lots 46 and 47;

Thence South 27°E30'00" East 111.23 feet along the West line of said lot 46 to the Point of Beginning.

Containing 1,117 square feet or 0.026 Acres

PURCHASE AND SALE AGREEMENT
EXHIBIT B

When Recorded Return To:
City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

Tax ID: SG-BLH-10-COM

QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor of St. George, County of Washington, State of Utah, , hereby QUITCLAIMS to Roy S and Dana Muranaka, for the sum of TEN and no/100 Dollars, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ___ day of _____, 2015.

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the ____ day of _____, 2015, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

**QUIT CLAIM DEED
EXHIBIT A**

(Legal Description of the Property)
SG-BLH-10-COM
adjacent to the east edge of parcel SG-BLH-10-46

The following land situated in Washington County, State of Utah:

Beginning at the most Southerly corner of Lot Forty-Six (46), Bloomington Hills No. 10 Subdivision as on file in the Office of the Recorder, Washington County, Utah (Instrument No. 152931). Said point also being West 1,985.96 feet and South 1,799.67 feet from the Center Quarter corner of Section 5, Township 43 South, Range 15 West, Salt Lake Base & Meridian, and running:

Thence North 41°E13'21" West 42.26 feet;
Thence North 35°E02'27" West 35.30 feet;
Thence North 23°E30'04" West 20.11 feet;
Thence North 13°E54'26" West 19.10 feet;
Thence North 70°E44'49" East 9.40 feet to the West boundary of Lot 47;
Thence South 13°E00'00" East 2.16 feet to the lot corner common to Lots 46 and 47;
Thence South 27°E30'00" East 111.23 feet along the West line of said lot 46 to the Point of Beginning.

Containing 1,117 square feet or 0.026 Acres

When Recorded Return To:
City of St. George
Attn: Legal Dept.
175 East 200 North
St. George, Utah 84770

Tax ID: SG-BLH-10-COM

QUITCLAIM DEED

The City of St. George, a Utah municipal corporation, Grantor of St. George, County of Washington, State of Utah, , hereby QUITCLAIMS to Roy S and Dana Muranaka, for the sum of TEN and no/100 Dollars, the following described tract of land in Washington County, State of Utah:

See Exhibit "A" attached hereto and made a part hereof.

TOGETHER WITH all improvements and appurtenances thereunto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed this ___ day of _____, 2015.

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez, City Recorder

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the ____ day of _____, 2015, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

Notary Public

**QUIT CLAIM DEED
EXHIBIT A**

(Legal Description of the Property)
SG-BLH-10-COM
adjacent to the east edge of parcel SG-BLH-10-46

The following land situated in Washington County, State of Utah:

Beginning at the most Southerly corner of Lot Forty-Six (46), Bloomington Hills No. 10 Subdivision as on file in the Office of the Recorder, Washington County, Utah (Instrument No. 152931). Said point also being West 1,985.96 feet and South 1,799.67 feet from the Center Quarter corner of Section 5, Township 43 South, Range 15 West, Salt Lake Base & Meridian, and running:

Thence North 41°E13'21" West 42.26 feet;

Thence North 35°E02'27" West 35.30 feet;

Thence North 23°E30'04" West 20.11 feet;

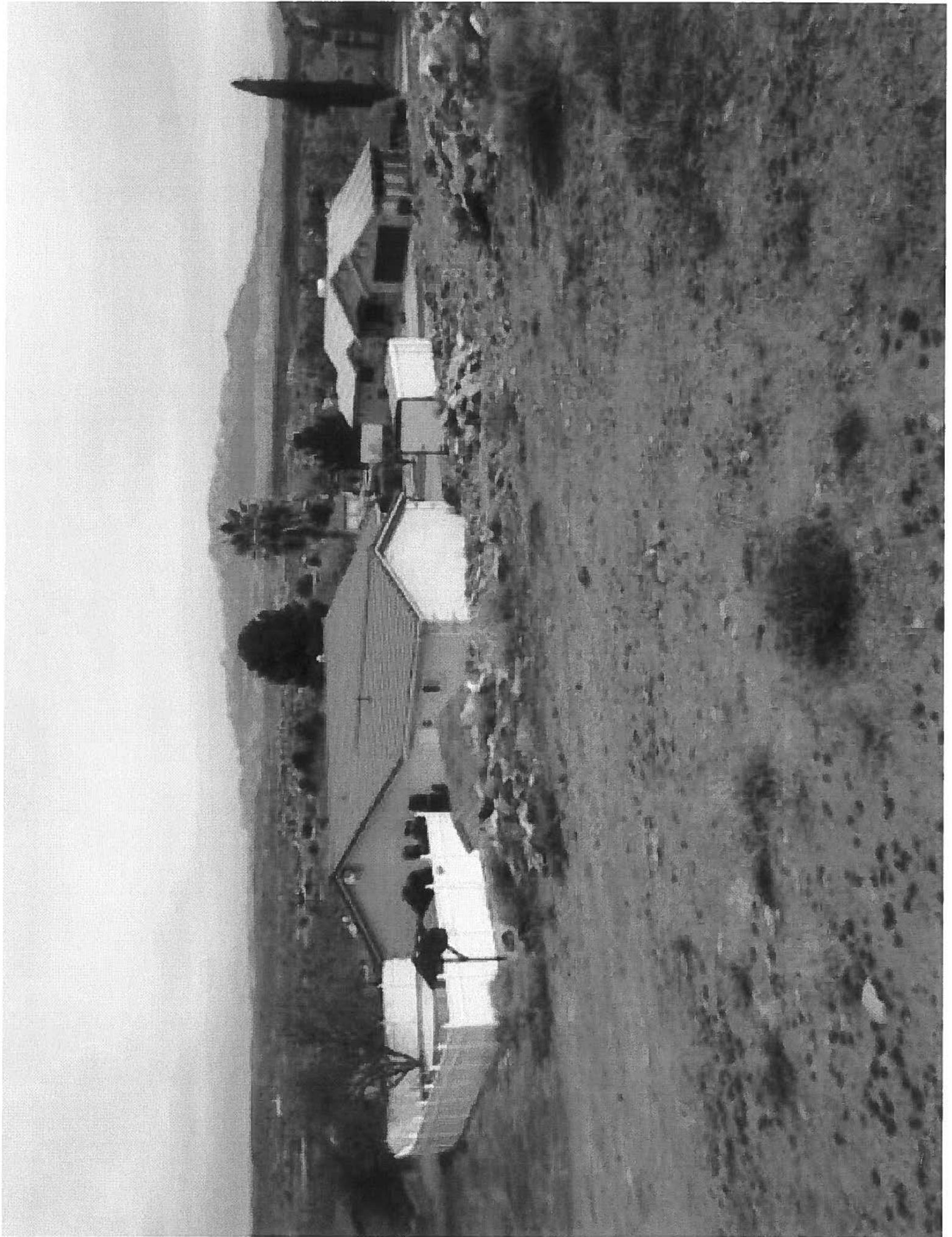
Thence North 13°E54'26" West 19.10 feet;

Thence North 70°E44'49" East 9.40 feet to the West boundary of Lot 47;

Thence South 13°E00'00" East 2.16 feet to the lot corner common to Lots 46 and 47;

Thence South 27°E30'00" East 111.23 feet along the West line of said lot 46 to the Point of Beginning.

Containing 1,117 square feet or 0.026 Acres



DRAFTAgenda Item Number : **6E****Request For Council Action**

Date Submitted 2015-04-27 08:25:48**Applicant** PC**Quick Title** PC Report from April 28, 2015**Subject** Consider the Planning Commission report from the meeting on April 28, 2015.**Discussion** The PC had a relatively short agenda for April 28th. Two of the items will be setting the public hearing dates. The other two items are preliminary Plats.**Cost** \$0.00**City Manager Recommendation** Shorter agenda for the Planning Commission. Setting public hearings for zone changes and preliminary plats will be reported.**Action Taken****Requested by** John Willis**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

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

PLANNING COMMISSION REPORT: APRIL 28, 2015
CITY COUNCIL MEETING: MAY 7, 2015

1. **PUBLIC HEARINGS TO BE ADVERTISED FOR MAY 21, 2015**

- A. Consider a zone change request to rezone from A-1 (Agricultural) to R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size) on 20.66 acres to accommodate future residential development of “**The Arbors.**” The property is generally located in Little Valley east of 3000 East Street, and north of the logical extension of Crimson Ridge Drive (*The property is located in the SE ¼ of Section 10, T43S, R15W, SLB&M*). The property is also located directly east of Oakwood Estates and Tupelo Estates. The owner and applicant is Development Solutions Group and the representative is Mr. Steve Kamlowky. Case No. 2015-ZC-011 (Staff – Ray Snyder).

(PC discussed for 15 minutes and recommended for approval 5:1)

- B. Consider a zone change request to rezone from C-2 (Highway Commercial) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to PD-C (Planned Development Commercial) on 28.802 acres to accommodate the future development of a commercial shopping center proposed to be called ‘**Dinosaur Crossing Shopping Center**’. The property is generally located at the north east corner of Riverside Drive and Mall Drive from Mall Drive to 2200 E and Riverside Drive to the river. The owner is ‘Dinosaur Crossing LLC’, the applicant is ‘**Smith’s Food and Drug Center**’, and the representative is ‘Anderson Wahlen and Associates (AWA)’. Case No. 2015-ZC-006 (Staff – Ray Snyder). *(recommended for approval 4:0)*

(Note: This item was previously set at the April 16th City Council meeting to be heard on May 7th, but the applicant has requested that council instead hear it on May 21st)

2. **PRELIMINARY PLATS (PP)**

- A. Consider approval of a preliminary plat for a three (3) lot residential subdivision for “**Meadows Edge Phase 1.**” The owner is Development Solutions and the representative is Mr. Logan Blake. The property is zoned A-1 (Agricultural) and is located at 3910 South Bentley Road. Case No. 2015-PP-013. (Staff – Wes Jenkins).
- B. Consider approval of a preliminary plat for a total of one hundred and sixty-six (166) residential units in nine residential subdivision phases for “**Sun River Phases 49 - 57.**” The owner is Sun River St George, the applicant is Rosenberg Associates, and the representative is Mr. Matt Kelvington. The property is zoned PD-R (Planned Development Residential) and is located on 48.40 acres at approximately 4300 Pioneer Drive. Case No. 2015-PP-012. (Staff – Wes Jenkins).

3. **OTHER BUSINESS**

- A. The Planning Commission considered and **tabled** (*at the request of the applicant*) a zone change amendment request on one (1) acre of property zoned PD-C (Planned Development Commercial) to accommodate the future development of a 'Sprinkler Supply' wholesale / retail store. The property is generally located east of the I-15 Freeway and north of 300 South Street. The owner is GMG II Investments LLC, the applicant is Mr. Mike Canning, and the representatives are Mr. Brandon Dawson, Dawson Development LLC. And Mr. David Peterson, Excell Engineering. Case No. 2015-ZCA-009 (Staff – Ray Snyder).

(Note: This item was discussed for 1 hour and 15 minutes before the applicant asked to table the item. The representative will meet with the owner, revise the site plan, and return at a future Planning Commission meeting for further consideration)

- B. The Planning Commission considered and **denied** approval of a preliminary plat for a sixty (60) lot residential subdivision for "**The Villas at Cottam Ridge.**" The owner is Wright Homes and the representative is Mr. Derek Wright. The property is zoned PD-R (Planned Development Residential) and is located at River road and 1850 South. Case No. 2015-PP-014. (Staff – Wes Jenkins).

(Note: This item was discussed for approximately 30 minutes. However, there was no representative present to comment on the concerns of the Planning Commission regarding the width and improvement of a second access, future deposition of the 'wetland' area, setbacks, drainage, and landscaping. The Planning Commission is concerned that the Preliminary Plat needs to contain more specific details that address these issues. It is desired to avoid any future enforcement issues by clearer information on the plat. The Planning Commission considered the plat incomplete.)

- C. The Planning Commission and staff held training regarding 1) 'General Plan Amendments' and 2) 'Public Clamor.'

(Note: These items were discussed for approximately 20 minutes)

PCR ITEM 2A Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: **04/28/2015**
CITY COUNCIL MEETING: **05/07/2015**

PRELIMINARY PLAT
Meadows Edge Phase 1
Case No. 2015-PP-013

Request: A request to approve a preliminary plat for a three (3) lot residential subdivision

Location: 3910 South Bentley Rd

Property: 3.7 acres

Number of Lots: 3

Density: 0.8 du/ac

Zoning: RE-20

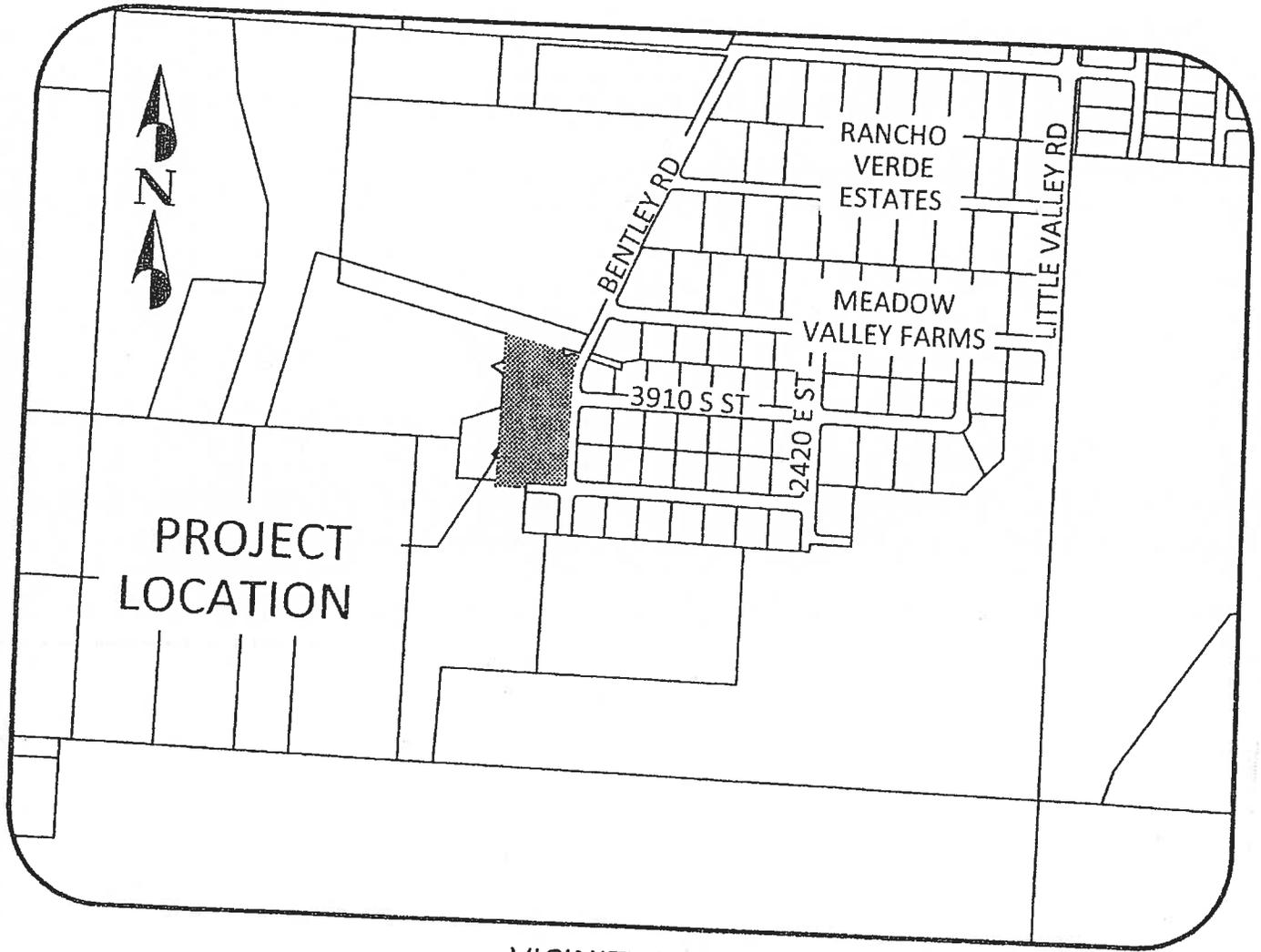
Adjacent zones: This plat is surrounded by the following zones:
North – A-1
South – RE-20
East – RE-20
West –RE-20/OS

General Plan: LDR

Applicant: Development Solutions

Representative: Ryan Thomas / Logan Blake

P.C.: The Planning Commission recommends approval subject to legal review.



VICINITY MAP

PCR ITEM 2B

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 04/28/2015
CITY COUNCIL MEETING: 05/07/2015

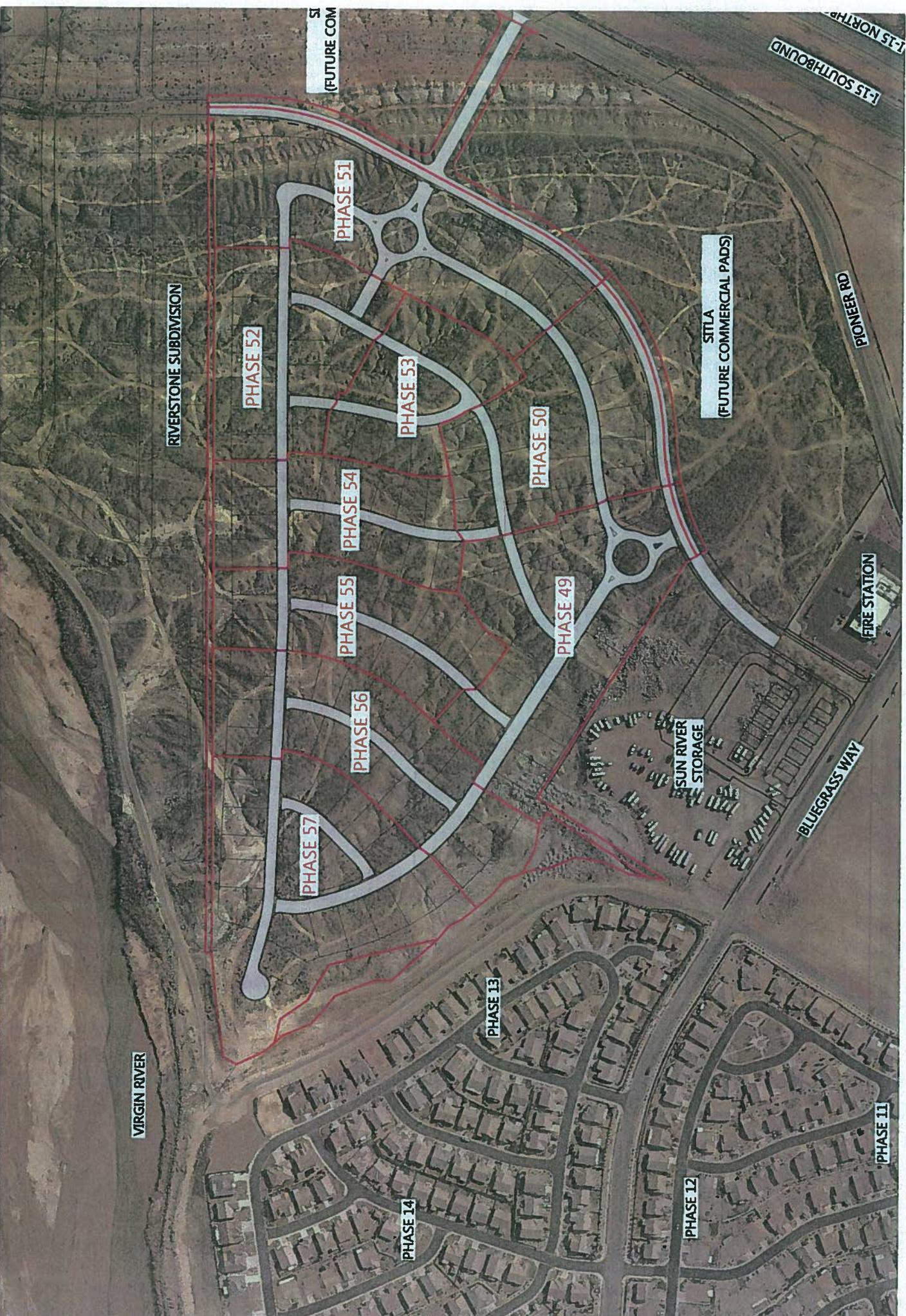
PRELIMINARY PLAT

Sun River Phases 49-57

Case No. 2015-PP-012

- Reference:** 2015-ZCA-005
- Request:** A request to approve a preliminary plat for a one hundred sixty-six (166) lot residential subdivision
- Location:** Approximately 4300 S Pioneer Drive
- Property:** 48.40 acres
- Number of Lots:** 166
- Density:** 3.43 du/ac
- Zoning:** PD-R
- Adjacent zones:** This plat is surrounded by the following zones:

North – R-1-10 (River Stone subdivision)
South – PD-C (Fire Station, Hobby Garages)
East – PD-C (Vacant – future commercial)
West – PD-R (Sun River subdivision)
- Applicant:** Sun River St George
- Representative(s):** Scott McCall, Sun River St George
Matt Kelvington, Rosenberg Associates
- Phases:** Phase 49 – 21 units on 6.74 acres
Phase 50 – 22 units on 5.28 acres
Phase 51 – 22 units on 7.68 acres
Phase 52 – 16 units on 4.50 acres
Phase 53 – 11 units on 2.94 acres
Phase 54 – 16 units on 3.81 acres
Phase 55 – 17 units on 4.04 acres
Phase 56 – 21 units on 5.74 acres
Phase 57 – 20 units on 7.67 acres
- P.C.:** The Planning Commission recommends approval subject to legal review.



VIRGIN RIVER

RIVERSTONE SUBDIVISION

ST
(FUTURE COM)

1-15 NORTH
1-15 SOUTHBOUND

PHASE 51

PHASE 52

SITLA
(FUTURE COMMERCIAL PADS)

PIONEER RD

PHASE 53

PHASE 50

PHASE 54

PHASE 49

PHASE 55

FIRE STATION

PHASE 56

SUN RIVER
STORAGE

BLUEGRASS WAY

PHASE 57

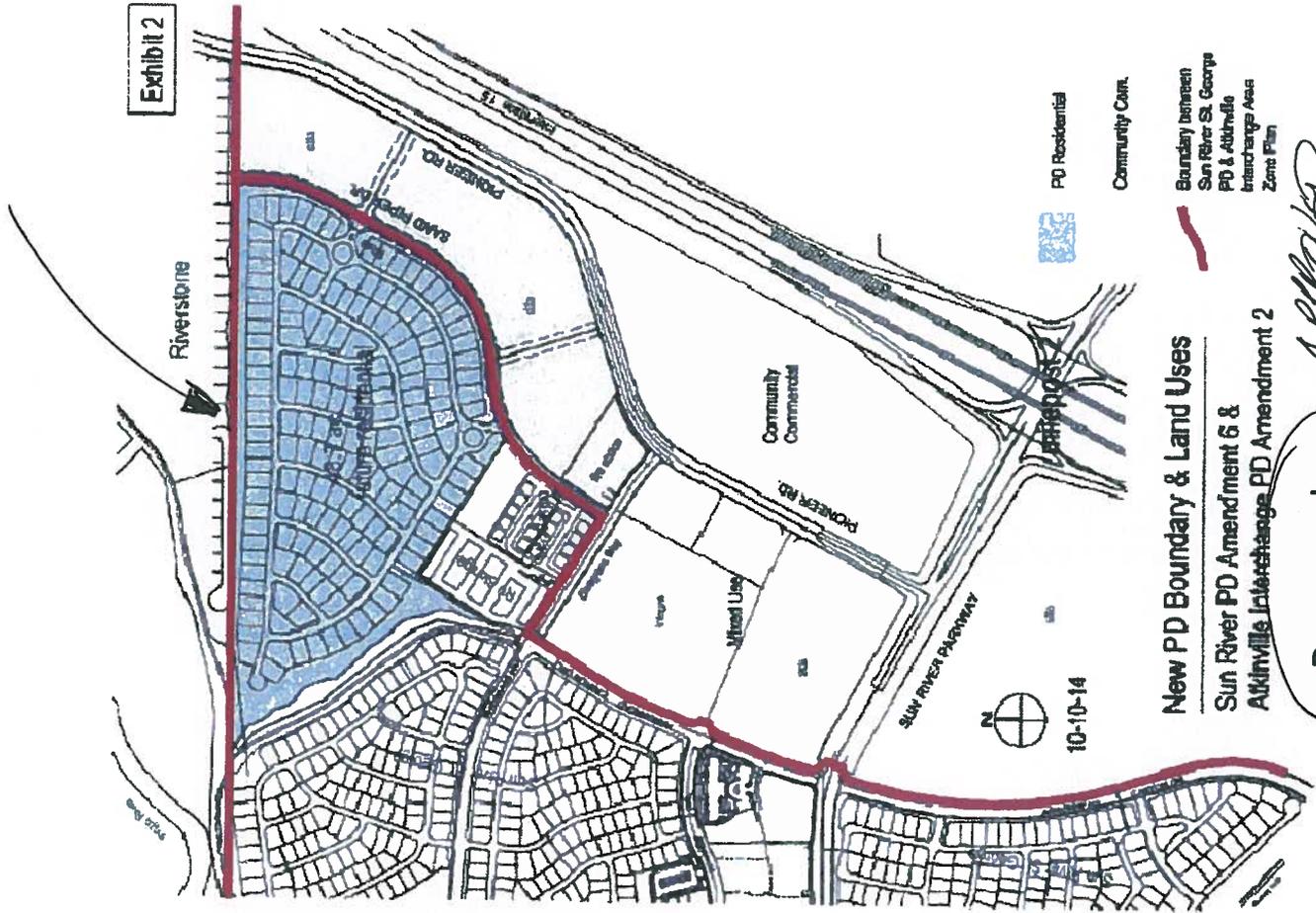
PHASE 13

PHASE 14

PHASE 12

PHASE 11

Exhibit 2

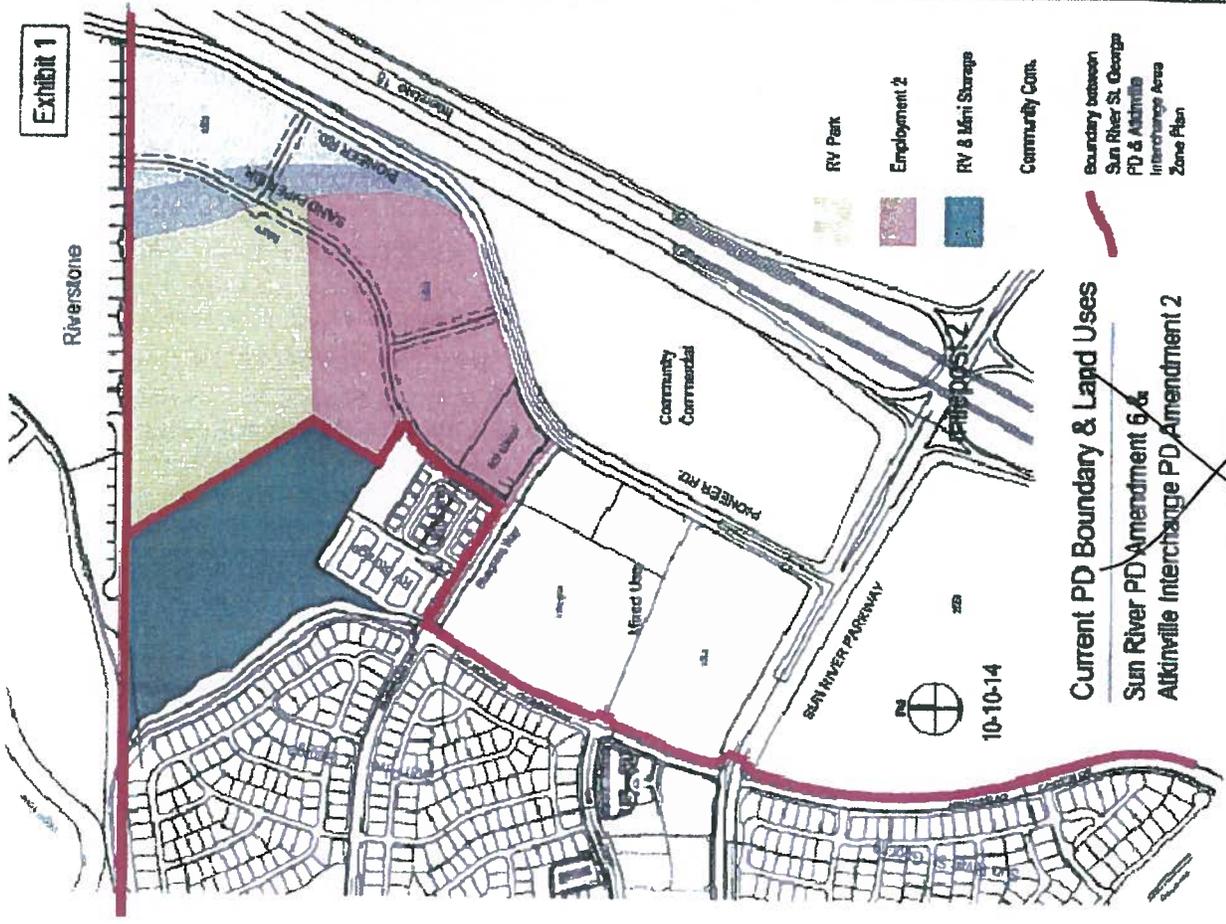


New PD Boundary & Land Uses
 Sun River PD Amendment 6 &
 Atkinville Interchange PD Amendment 2

Proposed **APPROVED**

Reference 2015-ZCA-005

Exhibit 1



Current PD Boundary & Land Uses
 Sun River PD Amendment 6 &
 Atkinville Interchange PD Amendment 2

~~Existing~~

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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
MARCH 5, 2015, 5:00 P.M.
CITY COUNCIL CHAMBERS**

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PRESENT:

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

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EXCUSED:

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Councilmember Bette Arial

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OPENING:

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Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Scout Kai Framer and the invocation was offered Roy Taylor with the Green Valley 5th LDS Ward. He introduced Doug Whetstone and asked him to come forward.

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27

Mr. Whetstone with the Color Country Model Railroad Club presented the Council with a \$1,065 donation for the All Abilities Park.

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Mayor Pike thanked Mr. Whetstone and his association for their donation.

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COMMENTS FROM THE PUBLIC:

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Mayor Pike outlined the rules for speaking during this portion of the agenda.

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Brad Harr, resident, explained that he and his wife, as well as, others in their neighborhood are in attendance. Recently, investors have purchased homes and are using them for vacation rentals. He and others met with the owners to explain that they have CCR's; their response was that they did not care. During Presidents Day weekend, there were 27 cars between the two homes. He contacted Code Enforcement and met with City Attorney Shawn Guzman and Deputy Attorney Paula Houston. After he told the owners about an issue with trash, he was told to stop harassing them. The ordinance states that they have to rent the homes for 30 days at a time. One of guests told him that he was told that he had to rent it for 5 days and then could not rent it again for 30 days. He stated that he is concerned and want to help the City enforce the code.

45
46
47

Marta Harr, resident, stated that between the two homes, he is making more than a \$1,000 a night.

48
49

Noel Lundall explained that they all have little children playing out there. She no longer knows who her neighbors are, which is a concern for her.

1
2 A gentleman who did not state his name, stated there were four young people in their
3 backyard and climbed over the fence to the golf course. If they are not playing golf,
4 they should stay off the course. Single family residences have county taxes, if they
5 are renting the homes; the county loses out on those taxes.
6

7 John Matthews, resident, stated that he hopes people like this do not come in and run
8 the City indirectly. The owners do not care and the ordinances should be followed.
9

10 City Attorney Shawn Guzman commented that there are problems with enforcing this
11 ordinance because it is a transient population. There are some that say they
12 understand this is illegal. The most difficult problem is being able to prove the home
13 is being rented on a short term basis.
14

15 Deputy City Attorney Paula Houston explained that complaints come in but staff
16 cannot prove that it is being rented. If staff can find the website the home is being
17 advertised on, they can go after the owner. In this case, the Herr's provided the
18 website and notices were sent to the owner. Since then, he has contacted the Code
19 Enforcement Officer and removed the homes from the website under that number.
20 Additionally, owners change the pictures on the websites so that the homes cannot be
21 easily identified. Fines are \$25 a day on all code enforcement violations. At hearings,
22 businesses just pay the fines and say it is a cost of doing business. Staff tries to work
23 with the neighbors who are concerned. She noted that Mr. Jones told the Code
24 Enforcement Officer that he intends to sell corporate shares for the home or have
25 friends stay there and would no longer advertise the home on a website. He did
26 admit that he was renting it out. One person wrote a review stating that 28 of their
27 family members stayed at the home over Thanksgiving weekend.
28

29 City Attorney Shawn Guzman stated that there are similar issues in other areas of the
30 City. They are not paying the state taxes that a hotel would have to pay. They are
31 not licensed as a hotel. Neighbors can report the home owners and they can be
32 charged criminally since it is a violation of the ordinance. It would still require
33 neighbors to testify and would have to show that the owner is leasing it as a short
34 term rental. An informational notice can be put on the City's website.
35

36 Mayor Pike commented that it might be worth looking at the Justice Court option for
37 this and other violations as well.
38

39 Ms. Harr added that Mr. Jones said that he met a local agent and he was told that this
40 is not being prosecuted in St. George.
41

42 Deputy City Attorney Paula Houston stated that state law defines how high offenders
43 can be fined.
44

45 Mayor Pike asked that the Legal Department review this issue and return with their
46 suggestions.
47

48 Jeff Graf, resident, stated that he lives in the St. James neighborhood, near the
49 Boulders. There is a stop light at 1450 South as well as at Ft. Pierce where it hits

1 River Road. The proposed stop light would be in the middle of those. If a light is put
2 in, Eagle Landing does not have an outlet to go out. He explained that Boulders and
3 St. James have two exits; there are other options.
4

5 Mayor Pike explained that the stop light is already being designed. There has been a
6 lot of input and he believes the light is necessary due to safety concerns. It is too far
7 down the road to stop it.
8

9 City Manager advised that staff will synchronize all of the lights in the area.
10

11 Hal Hickman, resident, explained that he is representing the Boulders Neighborhood
12 Development Committee. They would like to thank the Mayor and Council for
13 installing the stop light at St. James. Staff has been helpful when working on
14 problems in the area. He stated that they are in favor of the Mall Drive Bridge
15 developments. Additionally, they appreciate dedicated bike lanes. He stated that Five
16 Counties is working toward making River Road seven lanes. Their committee is
17 interested in maintaining the buffer south of 1450 East and continue to make it
18 residential.
19

20 Mike Sheffield, resident and developer, stated that their motivation with Boulder
21 Creek Crossing is to make an impact in St. George. They developed and built the
22 Boulders Spring Villas and Summit Athletic Club. The east and west side of River
23 Road are owned by separate companies. In the near future, they will return to zone
24 the west side to proceed with businesses that want to come here. They did a traffic
25 study to plan this in accordance with the City.
26

27 **PROFESSIONAL SERVICES AGREEMENT:**

28 **Consider approval of a professional services agreement with Sunrise Engineering**
29 **for the Little Valley Pickleball Court.**
30

31 City Manager Gary Esplin explained that this item is for the Little Valley Pickleball
32 expansion. Sunrise Engineering was the engineer for the other courts. The challenge
33 with this project is that the site is not flat. The Mayor and Council want to proceed as
34 quickly as possible. In order to do this, the project will have to be phased out. The funds
35 to build the facility will not be collected from RAP tax until June or July. If bonding for the
36 project, the costs could not be recovered.
37

38 Mayor Pike stated that he talked with Huntsman Senior Games representatives who would
39 like to use the courts for the Games this October. He believes it can happen.
40

41 City Manager Gary Esplin advised that the cost for design and construction management is
42 \$107,600. He suggests continuing with Sunrise Engineering because the next two fields
43 will be at the same location.
44

45 Councilmember Hughes commented that the amount seems like a lot of money for a
46 professional services agreement; however, it includes parking lots, restrooms and
47 electrical items.
48

49 Parks Planner Millie Cockerill explained that this proposal is for 12 courts and additional
50 parking on the west side with hardscape between the courts. A separate agreement with
51 Kim Campbell is proposed to enlarge the restroom building. This project is not going to
52 include a pavilion, but umbrellas will be added in the next phase.
53

1 City Manager Gary Esplin commented that the project is going to be difficult if the budget
2 estimates are correct.
3

4 Councilmember Almquist stated that he worries about item 3(d) on the page that is
5 marked 2 of 4 in the agenda packet; if questions are asked regarding the plans is Sunrise
6 Engineering going to charge the City to interpret the plans.
7

8 Ms. Cockerill explained, that during construction, they will not charge the City to interpret
9 the plans; it is included in the cost. Additionally, she stated that staff will do the
10 landscaping and irrigation on this project.
11

12 **MOTION:** A motion was made by Councilmember Almquist to approve the
13 professional services agreement with Sunrise Engineering for the Little
14 Valley Pickleball Court in conjunction with the public record made on the
15 cost.

16 **SECOND:** The motion was seconded by Councilmember Bowcutt.
17

18 Mayor Pike clarified the cost is \$107,600.
19

20 **VOTE:** Mayor Pike called for a vote, as follows:
21

22 Councilmember Almquist – aye
23 Councilmember Hughes – aye
24 Councilmember Randall - aye
25 Councilmember Bowcutt – aye
26

27 The vote was unanimous and the motion carried.
28

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

30 **Public hearing to consider a zone change from A-20 to PD-C on 16.95 acres**
31 **located at 3000 East and Mall Drive to accommodate a proposed shopping center**
32 **with a grocery store. Property Reserve, Inc., applicant.**
33

34 John Willis presented a request for a zone change from A-20 to PD-C on 16.95 acres
35 located at 3000 East and Mall Drive to accommodate a proposed shopping center with a
36 grocery store. There have been two General Plan amendments for this property. He
37 showed a vicinity map, zoning map, layout and site plan. In addition to the right-of-way,
38 the developer will be dedicating 80 feet due to the large drainage channel. They are
39 requesting to use the dedicated area as part of their setback, to use a portion of the front
40 as their open space requirements, and to locate heir signs in the dedicated portion. The
41 first phase will be the Lins grocery store. They are proposing four (4) monument signs
42 and one (1) pole sign along Mall Drive and two (2) monument signs and one (1) pole sign
43 along 3000 East. He showed elevations, building materials and photos of the site. The
44 Washington County Flood Control Authority and the City are constructing a drainage
45 channel and parkway to replace the existing canal. He then showed the Mall Drive and
46 Washington Fields Drainage Corridor Conceptual Cross-section. The developer is
47 requesting signage that is outside of the current code. He showed some examples of other
48 signs throughout the City. He outlined the master sign plan which is part of the agenda
49 packet. Pole signs are allowed in major commercial areas. In other commercial areas,
50 pole signs are not permitted. Planning Commission recommended approval of a 30' pylon
51 sign along 3000 East.
52

53 City Manager Gary Esplin stated that the General Plan shows the interaction of Mall Drive
54 and 3000 East as commercial. Three corners are in St. George, the other in Washington
55 City. The General Plan would not allow any more commercial along 3000 East going

1 south; however, it would allow commercial on the east side. Similar issues occurred with
2 regards to signs with the Harmons sign on River Road because it was not a commercial
3 road. He does not think that having the signs on Mall Drive will create an issue, but they
4 may be on 3000 East. There have been discussions with representatives; the concern is
5 for the smaller commercial shops that will not come unless they have exposure on the
6 pylon sign. The other issue is the signage on the back of the buildings.
7

8 Councilmember Almquist noted that with one of the sign examples, not all of the
9 businesses in the shopping center are advertised on the sign.
10

11 Mr. Willis explained that there is a limitation on the square footage for the signs. That
12 particular shopping center has several signs. He showed an additional site plan.
13

14 City Manager Gary Esplin stated that this has been a challenging project. He would like to
15 see the project built on this corner because residential will not work on that corner. It
16 meets the General Plan and they have done a great job with the design and colors. It is
17 setback 90' because of the channel. This project will be an incredible asset.
18

19 Mr. Willis read the motion from the Planning Commission which states "Commissioner
20 Nathan Fisher made a motion to recommend approval of Planning Commission agenda
21 item 3B as presented conditioned on the requirement that all future pads (1, 6, 7, 8, 9
22 and 3) come back as zone change amendments, also upon legal review and approval of the
23 development agreement, and also conditioned on the developer financing the
24 improvement of the second access on Mall Drive closer to the intersection of Mall Drive
25 and 3000 East with the caution and condition that if a development agreement not be
26 reached, the developer is required to develop pursuant to current ordinances accept and
27 so far as the signage as presented here with the adjustment of the pylon on 3000 East as
28 a 30' sign rather than a 40' sign".
29

30 City Manager Gary Esplin commented that the development agreement will come after the
31 zone change. The property owner has agreed to make the improvements on Mall Drive.
32

33 Councilmember Almquist inquired about exhibit C in the agenda packet. The channel area
34 is different than the handout. The area is no longer colored and the trees have been
35 removed.
36

37 City Manager Gary Esplin explained that in phase 1, they will landscape their frontage and
38 along 3000 East.
39

40 City Attorney Shawn Guzman advised that Mall Drive will be maintained by the City.
41

42 Councilmember Almquist commented that the monument signs and trees are more
43 compatible.
44

45 Steve Miner, Vice President of Associate Foods, explained that they service 400
46 independent retailers. They have watched the area for about five years, but having the
47 bridge was critical. Lins does well in smaller neighborhood centers; they feel that this is
48 the right location. The biggest challenge they have is the drainage canal. Visibility is a
49 concern. They hope to work with the City on the maintenance of the canal to make sure it
50 is consistent with shopping center visibility, access and landscape. Their feasibility study
51 determined that they can build a 50,000 square foot grocery store. They are working with
52 local businesses for the design and engineering. The easement they are asking to be
53 granted in the drainage canal will be used for monument signs. He clarified that the
54 monument signs are only for the out parcels, the pylon signs will be for Lins and the co-
55 anchors. They may not need the full pylon sign on 3000 East in phase 1, but will in other
56 phases. He realizes that in order for this to be approved, a development agreement needs
57 to be agreed upon. As they move forward with this project, Associated Foods and Lins will

1 be the project managers for both phase 1 and lot 2. They plan to break ground in May
2 and open in November.

3
4 Mayor Pike asked why they need to have a 40' pylon sign on Mall Drive.
5

6 Mr. Miner explained that they will not need a 40' sign in phase 1, but phase 2 will. For St.
7 George and SLR to attract tenants, they need to have good space for them. Additionally,
8 because of the setback, a taller sign is needed for visibility. The purpose of the 40' sign is
9 to accommodate the additional inline box spaces for a larger development.

10
11 Mayor Pike opened the public hearing. There being no public comment, he closed the
12 public hearing.
13

14 Councilmember Almquist mentioned the diamonds in the parking lot at Red Rock
15 Commons some of which are too small for the trees. There is a minimum size for parking
16 lot planters. He encourages one less parking stall to make interior tree planters
17 accommodate the time frame a healthy tree needs.
18

19 City Manager Gary Esplin commented that this is a zone change. A building permit will not
20 be issued until the development agreement is approved. The development cannot proceed
21 without knowing if the utilities are going to be in place.
22

23 City Attorney mentioned that the setbacks are closer than the City allows to a property
24 line; however, the developer is transferring the property to the City, therefore it is being
25 allowed. This will be included with development agreement.
26

27 City Manager Gary Esplin advised that they are getting credit for open space because they
28 are deeding the property to the City.
29

30 **MOTION:** A motion was made by Councilmember Hughes to approve the zone
31 change from A-20 to PD-C on 16.95 acres subject to a development
32 agreement and with recommendations of the Planning Commission that
33 the pylon sign on 3000 East be 30' tall rather than 40'.

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

35 **VOTE:** Mayor Pike called for a roll call vote, as follows:
36

37 Councilmember Almquist – aye

38 Councilmember Hughes – aye

39 Councilmember Randall - aye

40 Councilmember Bowcutt – aye
41

42 The vote was unanimous and the motion carried.
43

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

45 **Public hearing to consider a zone change from R-1-10 to PD-R on 0.50 acres**
46 **generally located at 1650 North Dixie Downs Road to accommodate a fourplex**
47 **referred to as Ancestor Village. Chad Van Cleve, applicant.**
48

49 John Willis presented the request for a zone changes from R-1-10 to PD-R to
50 accommodate a fourplex referred to as Ancestor Village. The property is located at 1650
51 North Dixie Downs Road. He showed an aerial map and explained that the general plan
52 shows the property as medium density residential. Additionally, he showed a photo of the
53 proposed site and a landscaping plan, as well as, photos of the area. They meet the
54 parking requirement of two parking spaces per unit and will exceed City code with regard
55 to open space. Planning Commission recommends approval.

1
2 Mayor Pike opened the public hearing.
3

4 Tara Farren, resident, stated that you see her home in the photo. She explained that the
5 lot is not big enough for a fourplex. They have a dumpster which is going to be used for
6 illegal dumping, it will become unsightly. The traffic has become bad on Dixie Downs,
7 even without multiple housing. There are enough problems with crime and unsightly
8 properties. Trying to get Code Enforcement and Police Officers out in a timely fashion is
9 becoming a problem. They do not need another slum lord in their neighborhood. She
10 suggests the Council go out and look at the property.
11

12 Councilmember Bowcutt commented that the dumping will not be a new problem as illegal
13 dumping already occurs at the Church.
14

15 Some of the Councilmembers stated that they went out to look at the property.
16

17 Chad Van Cleve, applicant, stated that he appreciates the comments. This will be a family
18 owned fourplex and will have an HOA; this project is something they want to be proud of.
19 They will keep two units in their family and will sell the other two. He explained that he
20 will not be a slum lord. The units will be 1,480 square feet each.
21

22 Sandy Lewis, resident, commented that those are single family homes that families have
23 worked hard for. It is a nice piece of property. To put in a fourplex the developer is just
24 duplicating Sierra Point, degrading the Dixie downs area. Taking homes away from
25 families that have been there 20 years. It is a single family area; families will suffer
26 because of this.
27

28 Mayor Pike closed the public hearing.
29

30 **MOTION:** A motion was made by Councilmember Bowcutt to approve the zone
31 change from R-1-10 to PD-R on 0.50 acres generally located at 1650 North
32 Dixie Downs Road.

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

34 **VOTE:** Mayor Pike called for a roll call vote, as follows:
35

36 Councilmember Almquist – aye

37 Councilmember Hughes – aye

38 Councilmember Randall - aye

39 Councilmember Bowcutt – aye
40

41 The vote was unanimous and the motion carried.
42

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

44 **Public hearing to consider a zone change amendment to the PD-C zone on 1.29**
45 **acres located along the north side of 1600 South Street to accommodate**
46 **development of a two story professional office building. TCN, Inc., applicant.**
47

48 John Willis presented the request for a zone change amendment to the PD-C zone on 1.29
49 acres located along the north side of 1600 South Street to accommodate the development
50 of a two story professional office building. He showed an aerial map, site plan, elevations,
51 building materials, and layout. Planning Commission recommends approval.
52

53 Greg Mathis with MRW Design explained that the applicant is currently renting in the
54 Green Valley mall area. The Tonaquint Business Park is made for this type of use.
55

1 Mayor Pike opened the public hearing.
2

3 Gary Zabriskie, Deputy Director at the Five Counties Associations of Governments stated
4 that they are very pleased to see something built on this parcel. Additionally, they are
5 pleased that this will be zoned PD-C so that the City can control it. His only concern is
6 with the traffic in the area; he hopes that there is a study for a traffic signal.
7

8 Mayor Pike mentioned that staff is looking at a traffic signal in that area. He closed the
9 public hearing.

10 Councilmember Hughes asked for clarification on why this is amending the PD-C zone.

11 Mr. Willis explained that part of the PD approval is reviewing the site plan and
12 architecture. When these items come in, the PD-C is amended.
13

14 **MOTION:** A motion was made by Councilmember Almquist to approve the
15 amendment which includes the backup material as far as the details to
16 the PD-C as directed.
17

18 **SECOND:** The motion was seconded by Councilmember Hughes.
19

20 **VOTE:** Mayor Pike called for a roll call vote, as follows:
21

22 Councilmember Almquist – aye

23 Councilmember Hughes – aye

24 Councilmember Randall - aye

25 Councilmember Bowcutt – aye
26

27 The vote was unanimous and the motion carried.
28

29 Mayor Pike asked if anyone was present to speak to the next public hearing, item 3D.
30

31 Councilmember Bowcutt stepped out.
32

33 **LOCAL CONSENT/BEER ONLY RESTAURANT LICENSE:**

34 **Consider approval of a local consent for a beer only restaurant license for Irmittas**
35 **Restaurant located at 490 West St. George Boulevard. Jack Lancaster, applicant.**
36

37 City Manager Gary Esplin advised the request meets distance requirements.
38

39 **MOTION:** A motion was made by Councilmember Almquist to approve the local
40 consent for a beer only restaurant license for Irmittas Restaurant located at
41 490 West St. George Boulevard.

42 **SECOND:** The motion was seconded by Councilmember Randall.
43

44 **VOTE:** Mayor Pike called for a vote, as follows:
45

46 Councilmember Almquist – aye

47 Councilmember Hughes – aye

48 Councilmember Randall - aye
49

50 The vote was unanimous and the motion carried.
51
52
53

1 **LOCAL CONSENT/EVENT PERMIT TEMPORARY BEER LICENSE:**

2 **Consider approval of a local consent for an event permit temporary beer license**
3 **for a beer garden at the Retrospect Rockfest event at the Ridgetop Complex. Lon**
4 **Allen, applicant.**
5

6 City Manager Gary Esplin advised this is for the beer garden that has been previously
7 discussed. The applicant has been through the special event process.
8

9 Councilmember Bowcutt returned.
10

11 Lon Allen, applicant, owner of Sonny Boy's explained that they have been trying to put on
12 this event for over a year. They have beer licenses at their locations in other cities. They
13 have not done a beer garden previously, but they have dealt with the state on all of the
14 issues for licensing. A beer garden would add to the event. It is not an out of control
15 event, but it is part of the BBQ culture. They are excited to put this together and run it
16 professionally and organized.
17

18 Business License Officer Shiloh Kirkland stated that she and the Legal Department will
19 work with Mr. Allen on a use agreement to address the insurance and liability issue prior to
20 the certificate being issued.
21

22 Mayor Pike mentioned that this is the first event like this and they meet requirements.
23

24 Mr. Allen added that they will not accentuate the beer garden; instead they will promote
25 the music and the BBQ.
26

27 Councilmember Almquist inquired security plan which states that they will have 14 police
28 officers at the event. He asked if the applicant covers the cost of the officers.
29

30 Curtis Strong, event promoter, stated that they will cover the cost of the officers. They
31 will also have off duty security officers.
32

33 **MOTION:** A motion was made by Councilmember Hughes to grant the local
34 consent for the temporary event at the Ridgetop Complex for the beer
35 garden subject to Shiloh's review of the insurance and liability.

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

37 **VOTE:** Mayor Pike called for a vote, as follows:
38

39 Councilmember Almquist – aye
40 Councilmember Hughes – aye
41 Councilmember Randall - aye
42 Councilmember Bowcutt – aye
43

44 The vote was unanimous and the motion carried.
45

46 **FEE WAIVER:**

47 **Consider approval of a fee waiver for the use of Seegmiller Farm for a Virgin**
48 **River Land Preservation Association meeting. Marie Landis, applicant.**
49

50 City Manager Gary Esplin advised that staff reviewed this request. They are starting to
51 see a lot of requests for the use of Seegmiller Farm. The Council approved a fee schedule
52 at the last meeting. When reserved, a staff member will be present to monitor. Anyone
53 who rents the facility needs to cover the cost of having the staff member present.
54

1 Councilmember Hughes asked if the fee should be reduced to \$60.

2
3 Mayor Pike replied yes.

4
5 Marie Landis, applicant, commented that she is also a City employee. She asked if her
6 being there would be considered as a staff member if she is unpaid.

7
8 City Manager Gary Esplin explained that is not an option due to the Fair Labor Standards
9 Act.

10
11 **MOTION:** A motion was made by Councilmember Almquist to reduce the fee to
12 \$60.

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

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

15
16 Councilmember Almquist – aye

17 Councilmember Hughes – aye

18 Councilmember Randall - aye

19 Councilmember Bowcutt – aye

20
21 The vote was unanimous and the motion carried.

22
23 Mayor Pike called for a five minute recess.

24
25 **SET PUBLIC HEARINGS:**

26 John Willis advised that at its meeting on February 24, 2015, the Planning
27 Commission recommended setting public hearings on March 19, 2015 to consider: 1)
28 a request a zone change from R-1-10 to PD-R on 11.37 acres located between
29 Riverside Drive and the Virgin River and runs from 2200 East to 2450 East and 2) a
30 request for a zone change to rezone 76.42 acres to: 1) allow amendment #6 to the
31 St. George SunRiver PD Zone to move approximately 30 acres of the Interchange PD
32 into the SunRiver PD and to updates its land use to become PD-R; 2) allow
33 amendment #2 to the Atkinville Area Zone Plan to update the balance of the property
34 to join the existing 8.1 acre Community Commercial as defined by the Atkinville
35 Interchange PD which will increase the Community Commercial amount to 27.9 acres;
36 and 3) update the location of the signage parcel used for advertising the SunRiver St.
37 George Community. The properties are in the SunRiver area.

38
39 **MOTION:** A motion was made by Councilmember Randall to set the public
40 hearings.

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

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

43
44 Councilmember Almquist – aye

45 Councilmember Hughes – aye

46 Councilmember Randall - aye

47 Councilmember Bowcutt – aye

48
49 The vote was unanimous and the motion carried.

50

1 **FINAL PLAT:**

2 John Willis presented the final plat for Mulberry Estates Phase 9, a 16-lot residential
3 subdivision located at approximately 2880 East and 3110 South; zoning is R-1-12 and
4 RE-20.
5

6 **MOTION:** A motion was made by Councilmember Almquist to approve the final
7 plat for Mulberry Estates Phase 9.

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

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

10 Councilmember Almquist - aye

11 Councilmember Hughes - aye

12 Councilmember Randall - aye

13 Councilmember Bowcutt - aye
14
15

16 The vote was unanimous and the motion carried.
17

18 **FINAL PLAT:**

19 John Willis presented the final plat for SunRiver St. George Phase 46, a 26-unit residential
20 subdivision located along Whetstone Drive between Pearl Vista Drive and Blue Star Drive,
21 zoning is PD-R.
22

23 **MOTION:** A motion was made by Councilmember Almquist to the final plat for
24 SunRiver St. George Phase 46.

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

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

27 Councilmember Almquist - aye

28 Councilmember Hughes - aye

29 Councilmember Randall - aye

30 Councilmember Bowcutt - aye
31
32

33 The vote was unanimous and the motion carried.
34

35 **ROADWAY DEDICATION FINAL PLAT:**

36 John Willis presented the roadway dedication final plat for 2350 East Street and
37 Horseman's Park Drive Roadway Dedication located at approximately 2350 East and 3220
38 South. When the schools were built, some of the areas were not dedicated. This plat ties
39 up those loose dedications.
40

41 **MOTION:** A motion was made by Councilmember Hughes to approve the roadway
42 dedication final plat.

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

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

45 Councilmember Almquist - aye

46 Councilmember Hughes - aye

47 Councilmember Randall - aye

48 Councilmember Bowcutt - aye
49
50

1 The vote was unanimous and the motion carried.
2
3

4 **CONDITIONAL USE PERMIT:**

5 **Consider approval of a conditional use permit to establish a towing and impound**
6 **yard in the Ft. Pierce Industrial Park. Sterling Norton, applicant.**
7

8 John Willis presented the request for a conditional use permit to establish a towing and
9 impound yard in the Ft. Pierce Industrial Park. The property is located at 4379
10 Progressive Drive and zoning is M-1. The site currently has the landscaping and screen
11 required per code. The Ft. Pierce Industrial Park Owner's Association has approved the
12 use of this site. He showed an aerial map. Planning Commission recommends approval.
13

14 Councilmember Bowcutt mentioned that he was at the Planning Commission meeting when
15 this item was heard. It is storage only until the insurance company decides what they will
16 do with the vehicle.
17

18 Councilmember Almquist commented that the aerial site plan in the agenda packet does
19 not show vehicle storage in the back area. He asked if there will be storage behind the
20 block walls.
21

22
23 Sterling Norton, applicant, explained that is where they will park their tow trucks. There is
24 a section of chain link fencing along the back corner; the rest is already a block wall. The
25 storage enclosed area meets the code.
26

27 **MOTION:** A motion was made by Councilmember Bowcutt to approve the
28 conditional use permit to establish a towing and impound yard, item 6E
29 from the Planning Commission meeting.

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

31 **VOTE:** Mayor Pike called for a vote, as follows:
32

33 Councilmember Almquist – aye

34 Councilmember Hughes – aye

35 Councilmember Randall - aye

36 Councilmember Bowcutt – aye
37

38 The vote was unanimous and the motion carried.
39

40 **CONDITIONAL USE PERMIT:**

41 **Consider approval of a conditional use permit to construct a detached accessory**
42 **structure with a maximum ridge height of approximately 21' and wall height of**
43 **14' on property located 2479 East 3860 South. Jared Wade, applicant.**
44

45 John Willis presented the request for a conditional use permit to construct a detached
46 accessory garage with a maximum height of approximately 21', zoning is RE-37.5. The
47 structure will be the same building material as the main house. Since the Planning
48 Commission meeting, the applicant has revised his request. The applicant has provides a
49 new site plan. He is requesting an 8' setback from the rear and side. Additionally, he is
50 asking to expand the building footprint by raising the height by approximately 1'. By
51 doing so, it moves the structure closer to the property line and would still be in compliance

1 with the code with regards to setbacks. He showed a site plan, elevation and photos of
2 the existing home.
3

4 **MOTION:** A motion was made by Councilmember Almquist to approve the
5 conditional use permit to construct a detached accessory garage 21' in
6 height, with the changes the applicant has asked for with regard to
7 setbacks and building footprint.

8 **SECOND:** The motion was seconded by Councilmember Randall.
9

10 City Manager Gary Esplin clarified that the applicant's requested changes would raise
11 the height by a foot.
12

13 **AMENDED**

14 **MOTION:** Councilmember Almquist amended his motion to 22'.

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

16 **VOTE:** Mayor Pike called for a vote, as follows:
17

18 Councilmember Almquist – aye

19 Councilmember Hughes – aye

20 Councilmember Randall - aye

21 Councilmember Bowcutt – aye
22

23 The vote was unanimous and the motion carried.
24

25 John Willis advised that the applicant asked that item 3a has been removed from the
26 agenda.
27

28 **PRELIMINARY PLAT:**

29 John Willis presented the preliminary plat for Tupelo Estates Phase 3, a 5-lot residential
30 subdivision located at 3230 South Amaranth Drive; zoning is R-1-8. The developer is
31 utilizing lot size averaging. This preliminary plat does exceed what is allowed for the
32 density requirement for lot size averaging; however, when included with phases 1 and 2,
33 the overall density meets the requirement. Planning Commission recommends approval.
34

35 **MOTION:** A motion was made by Councilmember Hughes to approve the
36 preliminary plat for Tupelo Estates Phase 3.

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

38 **VOTE:** Mayor Pike called for a vote, as follows:
39

40 Councilmember Almquist – aye

41 Councilmember Hughes – aye

42 Councilmember Randall - aye

43 Councilmember Bowcutt – aye
44

45 The vote was unanimous and the motion carried.
46

47 **PRELIMINARY PLAT:**

48 John Willis presented the preliminary plat for Hawthorn Estates – Amendment, a 56-lot
49 residential subdivision located at 3000 East Crimson Ridge Drive; zoning is R-1-10. This is
50 an amendment to an already approved preliminary plat. The previously preliminary plat

1 included the entire area; however, at this time, the developer is going to plat the lower
2 section only. There was a 4-acre park planned with lots to the north. They still plan on
3 coming forward with the park. Planning Commission recommends approval.
4

5 Mayor Pike asked at what time is the park required to be dedicated.
6

7 City Attorney Shawn Guzman advised it will be required at the final plat stage. The plat
8 will not be recorded unless the park is dedicated.
9

10 City Manager Gary Esplin suggests approving the preliminary plat tonight, but have
11 discussions on the park prior to the final plat being approved. When this development was
12 occurring, as part of the density, the developer would designate a public park.
13

14 **MOTION:** A motion was made by Councilmember Hughes to amend the
15 preliminary plat for Hawthorn Estates.

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

17 **VOTE:** Mayor Pike called for a vote, as follows:
18

19 Councilmember Almquist – aye

20 Councilmember Hughes – aye

21 Councilmember Randall - aye

22 Councilmember Bowcutt – aye
23

24 The vote was unanimous and the motion carried.
25

26 **PUBLIC HEARING/ZONING REGULATION CHANGES/ORDINANCE:**

27 **Public hearing to consider amending Title 10, Section 10-8-6 of the zoning**
28 **regulations to make changes regarding outside storage in the PD-C zone.**
29

30 John Willis presented the request for a zone regulation change. He explained that this
31 is a staff initiated zoning regulation amendment. The PD zone specifies that no
32 outside storage is allowed. There are numerous buildings that have outside storage
33 as they were approved. This amendment would allow for outside storage with specific
34 requirements. He read the proposed changes and/or additions to the language in
35 sections H. Outside Storage; I. Trash, Junk, Inoperable Vehicles, Vessels and Similar
36 Items; J. Solid Waste Storage Facilities; and K. Protection Of Residential Property as
37 outlined on Exhibit A for this item which is included in the agenda packet.
38

39 City Manager Gary Esplin asked if the PD-C zone requires the plan to be submitted,
40 will they have to show the outside storage when approved by City Council.
41

42 Mr. Willis stated yes, they would have to show the site plan and materials.
43

44 Councilmember Almquist inquired if a business within the PD-C zone that has an
45 enclosed storage unit that is over 6' tall. He asked if it can be on the property.
46

47 Mr. Willis explained that it would be treated as any other building in a PD-C zone; it
48 would have to meet the setback. If they plan to have outside storage, they would
49 have to show it on their site plan.
50

1 City Attorney Shawn Guzman commented this is an ordinance that can be problematic
2 for staff. There is a difference in those businesses that are adjacent to other
3 commercial properties. If the outside storage was adjacent to residential zoning;
4 there would be a problem.
5

6 Councilmember Bowcutt inquired if this can be decided without having to go to the
7 City Council.
8

9 City Manager Gary Esplin explained that the applicant would have to define the
10 parameters for staff approval. The ordinance would have to be written giving staff
11 authority to approve the request with discretion. Staff's concern is primarily where PD
12 zones abut residential.
13

14 Mayor Pike opened the public hearing. There being no public comment, he closed the
15 public hearing.
16

17 **MOTION:** A motion was made by Councilmember Hughes to approve the PD-C
18 ordinance, Section 10-8-6 as discussed.

19 **SECOND:** The motion was seconded by Councilmember Almquist.
20

21 Councilmember Almquist asked about the zoning of the hotel near the Pilot station.
22

23 City Manager Gary Esplin stated that the zoning is PD.
24

25 Councilmember Almquist stated that there used to be a tractor sales business that did
26 not have solid wall. He asked if they wanted to have outside storage; would they
27 would have to put in a solid wall.
28

29 Mr. Willis explained what is around the public right-of-way would need to be solid if it
30 will be outside storage as opposed to display.
31

32 City Attorney Shawn Guzman added that they are able to do what was approved at
33 the time that the PD was approved.
34

35 **VOTE:** Mayor Pike called for a roll call vote, as follows:
36

37 Councilmember Almquist – aye

38 Councilmember Hughes – aye

39 Councilmember Randall - aye

40 Councilmember Bowcutt – aye
41

42 The vote was unanimous and the motion carried.
43

44 **MINUTES:**

45 **Consider approval of the minutes from the meeting held on December 18, 2014.**
46

47 **MOTION:** A motion was made by Councilmember Almquist to approve the minutes
48 from December 18, 2014.

49 **SECOND:** The motion was seconded by Councilmember Bowcutt.
50

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

1
2 Councilmember Almquist – aye
3 Councilmember Hughes – aye
4 Councilmember Randall - aye
5 Councilmember Bowcutt – aye
6

7 The vote was unanimous and the motion carried.
8

9 **MINUTES:**

10 **Consider approval of the minutes from the meeting held on January 15, 2015.**
11

12 **MOTION:** A motion was made by Councilmember Almquist to approve the minutes
13 from January 15, 2015.

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

15 **VOTE:** Mayor Pike called for a vote, as follows:
16

17 Councilmember Almquist – aye
18 Councilmember Hughes – aye
19 Councilmember Randall - aye
20 Councilmember Bowcutt – aye
21

22 The vote was unanimous and the motion carried.
23

24 **MINUTES:**

25 **Consider approval of the minutes from the meeting held on January 22, 2015.**
26

27 Councilmember Almquist noted that prior to the meeting, City Recorder Christina
28 Fernandez amended the minutes after finding some typos.
29

30 **MOTION:** A motion was made by Councilmember Almquist as amended.

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

32 **VOTE:** Mayor Pike called for a vote, as follows:
33

34 Councilmember Almquist – aye
35 Councilmember Hughes – aye
36 Councilmember Randall - aye
37 Councilmember Bowcutt – aye
38

39 The vote was unanimous and the motion carried.
40

41 **MINUTES:**

42 **Consider approval of the minutes from the meeting held on January 29, 2015.**
43

44 **MOTION:** A motion was made by Councilmember Hughes to approve the minutes
45 from January 29, 2015.

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

47 **VOTE:** Mayor Pike called for a vote, as follows:
48

49 Councilmember Almquist – aye
50 Councilmember Hughes – aye
51 Councilmember Randall - aye

1 Councilmember Bowcutt – aye

2
3 The vote was unanimous and the motion carried.
4

5 **MINUTES:**

6 **Consider approval of the minutes from the meeting held on February 5, 2015.**
7

8 **MOTION:** A motion was made by Councilmember Hughes...

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

10 **VOTE:** Mayor Pike called for a vote, as follows:
11

12 Councilmember Almquist – aye

13 Councilmember Hughes – aye

14 Councilmember Randall - aye

15 Councilmember Bowcutt – aye
16

17 The vote was unanimous and the motion carried.
18

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

20 Mayor Pike advised that next Thursday's work meeting will be cancelled. He mentioned
21 the discussion that the Solid Waste had regarding recycling. They made a decision to use
22 Dixie Waste for curbside recycling services. The executive committee of that board has
23 asked people to work with them on the negotiations; he and Councilmember Bowcutt will
24 serve on the committee. The committee met with Dixie Waste yesterday to discuss
25 services and cost. The price that was offered for opting out or mandatory recycling could
26 be different if there is low participation.
27

28 Councilmember Hughes mentioned that everything is going well with the Animal Shelter
29 Board.
30

31 Mayor Pike mentioned that Randy Fields' foundation donated \$2,500 to train animals that
32 need training before they are adopted.
33

34 **ADJOURN:**

35 **MOTION:** A motion was made by Councilmember Almquist to adjourn.

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

37 **VOTE:** Mayor Pike called for a vote, as follows:
38

39 Councilmember Almquist – aye

40 Councilmember Hughes – aye

41 Councilmember Randall - aye

42 Councilmember Bowcutt – aye
43

44 The vote was unanimous and the motion carried.
45
46
47
48
49

50 _____
Christina Fernandez, City Recorder

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**St. George City Council Minutes
Regular Meeting
March 19, 2015
City Council Chambers**

Present:

Mayor Jon Pike
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
City Manager Gary Esplin
City Attorney Shawn Guzman
Deputy City Recorder René Fleming

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Eric War and Matt War. The invocation was offered by Nadine Parish.

Council Member Almquist stepped out at 5:05 pm

A Wellness Week Proclamation was read by Mayor Pike and presented to Rosie Brasia and Michelle Baker.

Rosie Brasia said she was excited and honored by the proclamation.

Michelle Baker said it was her first year on the committee and knows it will be a success.

Mayor Pike asked Stephanie Bevans to discuss the Art Around the Corner event.

Ms. Bevans explained the current temporary art exhibits are coming to an end. She indicated there will be an event on Friday at 7:00 pm to introduce the new exhibits. She presented a power point of the exhibits.

Council Member Almquist returned at 5:11 pm.

There was discussion regarding the various exhibits and what sculpture will go into the roundabout where the guitar is currently displayed. The Segoe Lily sculpture will go into the roundabout.

The work of the committee was discussed and that the pieces of art could be purchased.

Mayor Pike indicated the city intends to highlight the exhibit next month when the League of Cities conference is held in St. George.

1 Mayor Pike indicated former Mayor Grey Larkin died yesterday in a car accident. He was a City
2 Council Member and Mayor of City of St. George a number of years ago. He expressed
3 condolences to the Larkin family and thanked Mayor Larkin for his services to the community.
4

5 City Manager Esplin indicated item 6D, a request for a conditional use permit to allow a
6 landmark site located at 295 South Main to be used as a vacation rental has been tabled at the
7 request of the applicant.
8

9 **Appointments to boards and commissions**

10
11 Mayor Pike explained that one of the gentlemen appointed to the airport board, Josh Bevans is
12 unable to serve due to conflicts in his schedule. He suggested filling the position with Mike
13 Thompson, a Washington City resident but an executive with SkyWest. He explained that he
14 would like to have SkyWest represented on the board.
15

16 Mayor Pike asked for a motion.
17

18 **MOTION:** A motion was made by Councilmember Almquist to appoint Mike Thompson to the
19 Airport Board, filling the position vacated by Josh Bevans.
20

21 **SECOND:** The motion was seconded by Councilmember Hughes
22

23 **VOTE:** Mayor Pike called for a vote as follows:
24

25 Councilmember Almquist, aye
26 Councilmember Randall, aye
27 Councilmember Bowcutt, aye
28 Councilmember Arial, aye
29 Councilmember Hughes, aye
30

31 The vote was unanimous and the motion carried.
32

33 Mayor Pike explained he would like to appoint Genna Singh as a Deputy City Recorder.
34

35 Mayor Pike asked for a motion.
36

37 **MOTION:** A motion was made by Councilmember Hughes to appoint Genna Singh as a Deputy
38 City Recorder
39

40 **SECOND:** The motion was seconded by Councilmember Almquist
41

42 **VOTE:** Mayor Pike called for a vote as follows:
43

44 Councilmember Almquist, aye
45 Councilmember Randall, aye
46 Councilmember Bowcutt, aye
47 Councilmember Arial, aye
48 Councilmember Hughes, aye

1 The vote was unanimous and the motion carried.

2

3 **CONSENT CALENDAR**

4

5 **Consider approval of the financial report for February 2015.**

6

7 City Manager Esplin explained the reasons it appears that more has been spent than the
8 amount of revenues received. Generally, capital fund revenues are transferred at the end of the
9 fiscal year, making it appear at this time, expenses have exceeded revenues. The summary
10 shows that currently revenues received are about 67% and expenses are about 58%. Overall,
11 the budget is coming in close to projections.

12

13 Mayor Pike called for a motion.

14

15 **MOTION:** A motion was made by Councilmember Randall to approve the financial report for
16 February 2015.

17

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

19

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

21

22 Councilmember Almquist, aye

23 Councilmember Randall, aye

24 Councilmember Bowcutt, aye

25 Councilmember Arial, aye

26 Councilmember Hughes, aye

27

28 The vote was unanimous and the motion carried.

29

30 **Consider approval of an airport hangar lease with Clear Line Aviation for lot #51L.**

31

32 City Manager Esplin said the lease meets all the requirements, staff has reviewed it and
33 recommends approval.

34

35 Mayor Pike called for a motion.

36

37 **MOTION:** A motion was made by Councilmember Almquist to approve the airport hangar lease
38 with Clear Line Aviation for Lot #51L.

39

40 **SECOND:** The motion was seconded by Councilmember Arial.

41

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

43

44 Councilmember Almquist, aye

45 Councilmember Randall, aye

46 Councilmember Bowcutt, aye

47 Councilmember Arial, aye

48 Councilmember Hughes, aye

1
2 The vote was unanimous and the motion carried.

3
4 **AWARD OF BID:**

5
6 **Consider award of bid to Geff's Manufacturing to upgrade the computer portion of the**
7 **chip spreader.**

8
9 City Manager Esplin explained staff has evaluated the option of purchasing a new chip seal
10 machine versus upgrading the computer on the existing equipment. It is approximately
11 \$250,000 for a new machine and approximately \$55,000 to upgrade the computer on the
12 existing machine. Staff recommends upgrading the computer.

13
14 Mayor Pike called for a motion.

15
16 **MOTION:** A motion was made by Councilmember Hughes to award the bid for a new computer
17 to Geff's Manufacturing in the amount of \$55,433.31.

18
19 **SECOND:** The motion was seconded by Councilmember Randall.

20
21 Councilmember Almquist asked regarding the warranty for the computer upgrade.

22
23 Purchasing Agent Hood indicated there is a warranty but is not sure the time frame.

24
25 **VOTE:** Mayor Pike called for a vote as follows:

26
27 Councilmember Almquist, aye
28 Councilmember Randall, aye
29 Councilmember Bowcutt, aye
30 Councilmember Arial, aye
31 Councilmember Hughes, aye

32
33 The vote was unanimous and the motion carried.

34
35 **Consider approval of an agreement with Intermountain Slurry Seal to complete a mirco-**
36 **surfacing project on River Road from River Road Bridge to St. George Blvd.**

37
38 City Manager Esplin explained this project is part of the pavement management program and
39 expected to cost about \$210,000. This type of surfacing is a heavier slurry seal and has a longer
40 expected life span than chip sealing. This is the first time the city has tried this type of road
41 surfacing and staff expects it to perform as advertised.

42
43 Purchasing Agent Hood indicated Intermountain Slurry Seal was the low bidder at \$210,620.10.

44
45 Councilmember Hughes asked how it is different than chip seal.

46
47 City Manager Esplin explained it doesn't have the rocks in it and is heavier than chip seal.

48

1 City Planner Sandberg explained UDOT has been using this type of road surfacing and
2 provided a couple of names of state routes for which it was used. He commented it is similar to
3 a chip seal but smoother.
4

5 There was discussion regarding the surface process and the plan is to complete the project over
6 seven days by doing the work at night.
7

8 Mayor Pike called for a motion.
9

10 MOTION: A motion was made by Councilmember Randal to approve bid to Intermountain Slurry
11 Seal to complete a mirco-surfacing project on River Road from River Road Bridge to St. George
12 Blvd in the amount of \$210,620.10.
13

14 SECOND: The motion was seconded by Councilmember Arial
15

16 There was discussion regarding how it is applied and the removal and repainting of road
17 striping.
18

19 VOTE: Mayor Pike called for a vote as follows:
20

21 Councilmember Almquist, aye
22 Councilmember Randall, aye
23 Councilmember Bowcutt, aye
24 Councilmember Arial, aye
25 Councilmember Hughes, aye
26

27 The vote was unanimous and the motion carried.
28

29 **Consider award of bid to HD Supply for aluminum overhead wire ACSRS for the Energy
30 Services warehouse.**
31

32 City Manager Esplin commented that this bid is for aluminum overhead wire for the Energy
33 Services Department warehouse inventory.
34

35 Purchasing Agent Hood explained there were three bids from local vendors. The low bid was
36 HD Supply in the amount of 58,296.00.
37

38 Mayor Pike called for a motion.
39

40 MOTION: A motion was made by Councilmember Almquist to award bid for aluminum overhead
41 wire ACSRS for the Energy Services Department warehouse to HD Supply in the amount of
42 \$58,296.00.
43

44 SECOND: The motion was seconded by Councilmember Hughes.
45

46 VOTE: Mayor Pike called for a vote as follows:
47

48 Councilmember Almquist, aye

1 Councilmember Randall, aye
2 Councilmember Bowcutt, aye
3 Councilmember Arial, aye
4 Councilmember Hughes, aye
5

6 The vote was unanimous and the motion carried.
7

8 **Consider approval of the City's portion of the Washington County Water Conservancy**
9 **District Regional Pipeline Cathodic Protection Project.**

10
11 City Manager Esplin explained this is an agreement with WCWCD to provide cathodic protection
12 on regional pipeline. The city is 69.7% owner in the regional steel pipeline which has
13 experienced a large amount of erosion. The cathodic protection extends the life of the pipeline.
14 The city's portion of the cost is \$187,640.15.
15

16 Councilmember Almquist asked if this is an electrolysis reversal of the erosion or lining process.
17

18 Water Services Director Taylor explained cathodic protection protects against corrosion, it is not
19 a liner.
20

21 Mayor Pike called for a motion.
22

23 MOTION: A motion was made by Councilmember Hughes to approve the city's portion of the
24 Regional Pipeline Cathodic Protection Project in the amount of \$187,640.15.
25

26 SECOND: The motion was seconded by Councilmember Randall.
27

28 VOTE: Mayor Pike called for a vote as follows:
29

30 Councilmember Almquist, aye
31 Councilmember Randall, aye
32 Councilmember Bowcutt, aye
33 Councilmember Arial, aye
34 Councilmember Hughes, aye
35

36 The vote was unanimous and the motion carried.
37

38 **Consider approval of an amendment to a Professional Services Agreement with**
39 **Automation N Controls for the SCADA Upgrade project at the Wastewater Treatment**
40 **Plant.**

41
42 City Manager Esplin explained this is an extension of the existing contract to finish installation
43 the SCADA system at the Wastewater Treatment Plant (WWTP). In November 2014 the council
44 approved the first phase of this upgrade. Staff recommends continuing with the same company,
45 Automation N Controls that is handing the contract currently for the next three phases.
46

47 Councilmember Hughes asked if the amount is the exact cost or a not to exceed amount.
48

1 Water Services Director Taylor indicated this is a not to exceed amount. He explained that in
2 2013 staff budgeted \$500,000 for SCADA upgrade and decided to look at doing some of the
3 work in house so that staff would have the ability to maintain the system in the future. With this
4 contract and what is budgeted next year the total project is expected to cost about \$350,000.
5 Overall staff has saved money and will understand the system. This will allow maintenance and
6 upgrades to be done in house, saving money in the future.
7

8 Councilmember Hughes commented on the recent tour the council took to the sewer plant. He
9 said it is impressive and it is evident that the employees love what they do. He recommended
10 everyone take a tour of the plant.
11

12 Mayor Pike called for a motion.
13

14 MOTION: A motion was made by Councilmember Hughes to approve the amendment to the
15 Professional Services Agreement with Automation N Controls for the SCADA upgrade project at
16 the WWTP not to exceed \$144,00.00.
17

18 SECOND: The motion was seconded by Councilmember Arial.
19

20 VOTE: Mayor Pike called for a vote as follows:
21

22 Councilmember Almquist, aye
23 Councilmember Randall, aye
24 Councilmember Bowcutt, aye
25 Councilmember Arial, aye
26 Councilmember Hughes, aye
27

28 The vote was unanimous and the motion carried.
29

30 PUBLIC HEARING/REZONING/ORDINANCES 31

32 **Consider approval of an ordinance rezoning 76.42 acres to allow: 1) Amendment No. 6 to**
33 **the Sun River PD Zone to move approximately 30 acres of the Interchange PD into the**
34 **Sun River PD, and to update its land use to become PD-R; 2) Amendment No. 2 to the**
35 **Interchange PD to update the balance of the property to join the existing 8.1 acres**
36 **Community Commercial (CC) as defined by the Atkinville Interchange PD; and 3) To**
37 **update the location of the signage parcel used for advertising the Sun River community.**
38 **The properties are generally located westerly of Pioneer Road and northerly of Bluegrass**
39 **Way and the sign is generally located south of the Atkinville Wash, west of the I-15**
40 **Freeway, and east of the residential lots 2122 thru 2128 along Silk Berry Drive.**
41

42 Planning and Zoning Manager John Willis explained the three parts of the zone change request.
43 He displayed the locations, a site plan and proposed hobby hut location and picture in a Power
44 Point. The applicant will have to come back to council with preliminary and final plats for the
45 development of the residential zone. This request includes a modification to the master signage
46 plan, moving the sign about 200 feet and extending the time frame to 2022 for the temporary
47 sign which currently expires in 2017.
48

1 Councilmember Bowcutt asked for clarification of the location of the SITLA land and the location
2 of the proposed commercial area.

3
4 John Willis explained the SITLA land is along Pioneer Road and that is where the proposed
5 commercial development will be located.

6
7 Mayor Pike asked for clarification of the RV storage area, is it RV storage and or an RV Park.

8
9 John Wills indicated one part is storage and another portion is an RV Park. The proposal would
10 change the RV Park to a residential area.

11
12 Mayor Pike asked if the applicant would like to make a presentation.

13
14 Scott McCall with Sun River Development explained there are two existing Planned
15 Developments (PD) for which the boundary is moving and the land use is changing. The RV
16 and mini storage is being eliminated and light industrial is being added. This will expand the
17 community commercial area and add the use of the hobby huts, making it a more compatible
18 use.

19
20 Councilmember Almquist asked if the plan incorporates the water demand of the East Side tank.

21
22 Scott McCall explained that an agreement has been reached with the city to complete a looped
23 water feed.

24
25 Mayor Pike opened the public hearing.

26
27 Michael McFarland a Sun River resident expressed concern with some issues. First is the
28 requirement to notify people within 500 feet of the change. He commented that the entire
29 community will be affected by the proposals being made; he will not be able to utilize
30 recreational facilities as easily and has financial concerns. He thinks Sun River should be
31 required to notify the entire community. The 2nd phase is still coming and goes on the other side
32 of Sun River Parkway and also is intended to be changed to residential. He explained that that
33 at the time residents purchased their homes that the SITLA land would be an RV Park, storage
34 and light industrial. He anticipated a grocery store, all abilities facility and a park. He explained
35 Sun River residents have to approve annexation and he thinks the residents will fight it. He
36 discussed the burden that would be experienced if it is developed as multi-family with children.
37 He said there is a parcel that is not before the council yet, it will border the interstate which will
38 mean a sound wall will be erected. He asked if that is the look everyone wants, he thinks not.

39
40 Councilmember Almquist asked how it would affect Mr. McFarland's pocket book

41
42 Mr. McFarland replied that when he was on the board of trustees, he presented suggestions for
43 a \$1,000 impact fee on new homes which was not adopted. The idea was it would be split, with
44 \$500 going to pay off the debt to the developer and \$500 to a capital improvement fund. Now
45 the developer wants a \$1,500 impact fee when a house is resold, that will affect him. He also
46 expects to see an increase in association fees to expand the facilities to accommodate the new
47 homes.

1 Councilmember Bowcutt asked if this addition is going to be the classified as 55 older.
2

3 Mr. McFarland replied that the developer can do that but can't annex it into Sun River without
4 residents' approval. He said if residents' don't approve annexations, the developer will not build
5 the addition into Sun River.
6

7 Scott McCall explained the area in this proposed zone change is already in an agreement to be
8 annexable. There is an area that will come to a vote to the association in a different portion in
9 April. It's a different parcel and the association will get to vote on it.
10

11 Mr. McFarland pointed out that the agreement he spoke of was not with the HOA but part of
12 mediation in a court battle between the developer and a board member and is not part of the
13 issue.
14

15 Judy Bozeman, a resident of Sun River stated that the homes under consideration today are
16 part of the 2,391 residential units originally included. The HOA dues will not go up. A second
17 zone change will come before council in April or May. This portion was part of the transition
18 agreement which Sun River residents voted on in 2012.
19

20 David Patten, a Sun River resident and member of the board of trustees said he was speaking
21 personally and not as a member of the board. He said the confusion caused by the board is the
22 proposal to annex south of the Sun River Parkway. That will have a vote of the community at a
23 later date. The \$1,500 resale fee and increase of HOA's fees will be part of that decision. This
24 proposal was approved in the 2012 transition agreement. The 2,391 units comes from the
25 mediation agreement between the developer and community and was effective in March of
26 2011. The maximum amount is 2,391 and is part of the proposal today.
27

28 There was a question of when the land in the zone change was acquired. There was discussion
29 of it happening in the last two years.
30

31 Mayor Pike indicated some of the issues raised are between the HOA and residents and not
32 part of the proposal to the city council for action tonight.
33

34 Bob Royal, a Sun River resident said more attention should be given the demands this will put
35 on the water system. He would like to hear if that has been thoroughly discussed. He also
36 asked what kind of community facilities would be allowed in the community commercial area.
37

38 Scott McCall explained the developer will pay impact fees and he hasn't been told water would
39 be unavailable. He commented that Sun River has a very low water use compared with other
40 residential areas of the city. Community commercial is defined as commercial highway uses as
41 put in the SITLA agreement. He doesn't have a list of what is approved for that at hand.
42

43 City Manager Esplin explained it is a combination retail and highway. He provided clarification
44 with respect to water services, there is a tank in that area and there is capacity to meet the
45 demands of this project. The city has done a build out analysis and determined there is enough
46 water to meet demand until a population of approximately 150,000 – 155,000. On the other side
47 of the freeway to the airport there are other issues that will need to be addressed.

1 John Mogibol, a Sun River resident asked how much real estate taxes will go up if new homes
2 become available. He referred to an FBI report regarding the number of police, firemen and
3 such needed for a given amount of people in an area.
4

5 City Manager Esplin commented the city doesn't subscribe to any FBI or national standard with
6 respect to first responders. The need is based on the number of calls for service and the
7 budget. He stated that he doesn't anticipate this will result in an increase to property taxes to
8 existing homes, he anticipates new officers required would be funded through property taxes on
9 the new homes.
10

11 There was discussion regarding the new fire station and the assumptions of growth in the area.
12 The fire station serves more than just Sun River, it provides for growth on both sides of the
13 freeway.
14

15 Seeing no one else wanting to comment, Mayor Pike closed the public hearing.
16

17 Councilmember Almquist commented that he thinks Sun River is known as a good
18 development, which is a tribute to the services that are provided. He has seen every phase that
19 has gone through and there have been concerns expressed with each phase of development.
20 He suggested to Scott McCall that some funds should be incorporated into expanding recreation
21 facilities. He said it looks like there is a piece of land that moves away from RV storage which is
22 a use he doesn't like much.
23

24 Councilmember Hughes indicated he sees a concern with the 2,391 number. Some residents
25 are okay with that number and don't want to go over that amount. He sees this phase as staying
26 within the 2,391 number. He knows growth is a concern for many and it has been for a long
27 time. In this case, it seems like it has been known the homes would go somewhere and this
28 seems like a good place for them.
29

30 Councilmember Arial encouraged Sun River developers to communicate better which might
31 clear up some of the confusion.
32

33 Mayor Pike called for separate motions for each piece of the zone change and requested a
34 motion on part 1 amendment No 6 to the St. George Sun River Planned Development Zone to
35 move approximately 30 acres of the Interchange PD into the Sun River PD and to update the
36 land use to become PD-R.
37

38 MOTION: A motion was made by Councilmember Hughes to approve the zone change request
39 to rezone 76.42 acres to allow Part 1 Amendment No. 6 to the Sun River PD Zone to move
40 approximately 30 acres of the Interchange PD into the Sun River PD, and to update its land use
41 to become PD-R.
42

43 SECOND: The motion was seconded by Councilmember Bowcutt.
44

45 VOTE: Mayor Pike called for a roll call vote as follows:
46

47 Councilmember Almquist, aye
48 Councilmember Randall, aye

1 Councilmember Bowcutt, aye
2 Councilmember Arial, aye
3 Councilmember Hughes aye
4
5 The vote was unanimous and the motion carried.
6
7 Mayor Pike requested a motion on part 2 amendment No. 2 to the Interchange PD to update the
8 balance of the property to join the existing 8.1 acres Community Commercial (CC) as defined by
9 the Atkinville Interchange PD.
10
11 MOTION: A motion was made by Councilmember Hughes to approve portion 2 Amendment No.
12 2 to the Interchange PD to update the balance of the property to join the existing 8.1 acres
13 Community Commercial (CC) as defined by the Atkinville Interchange PD.
14
15 SECOND: The motion was seconded by Councilmember Almquist.
16
17 VOTE: Mayor Pike called for a roll call vote as follows:
18
19 Councilmember Almquist, aye
20 Councilmember Randall, aye
21 Councilmember Bowcutt, aye
22 Councilmember Arial, aye
23 Councilmember Hughes aye
24
25 Mayor Pike asked for a motion on part 3, to update the location of the signage parcel used for
26 advertising the Sun River community and to include the extension of the term of the temporary
27 sign permit through the year 2022.
28
29 There was discussion regarding the five year extension and moving the sign 200 feet.
30
31 MOTION: A motion was made by Councilmember Arial to approve part 3 to update the location
32 of the signage parcel used for advertising the Sun River community. The properties are
33 generally located westerly of Pioneer Road and northerly of Bluegrass Way and the sign is
34 generally located south of the Atkinville Wash, west of the I-15 Freeway, and east of the
35 residential lots 2122 thru 2128 along Silk Berry Drive.
36
37 City Attorney Guzman asked if this will also extend the term of the permit to 2022 if so it should
38 be put into the motion.
39
40 Mayor Pike said the term of the sign permit to go through 2022.
41
42 Councilmember Hughes clarified that is for the temporary construction sign, after 2022 it goes
43 away.
44
45 Councilmember Arial indicated that was okay.
46
47 SECOND: The motion was seconded by Councilmember Randall.
48

1 Councilmember Almquist said the sign doesn't change in size or message.

2
3 VOTE: Mayor Pike called for a roll call vote as follows:

4
5 Councilmember Almquist, aye

6 Councilmember Randall, aye

7 Councilmember Bowcutt, aye

8 Councilmember Arial, aye

9 Councilmember Hughes aye

10
11 The vote was unanimous and the motion carried.

12
13 **PUBLIC HEARING/ZONE CHANGE/ORDINANCES**

14
15 **Consider approval of an ordinance changing the zone from R-1-10 to PD-R on 11.75 acres**
16 **on property located at approximately 501 South 2200 East.**

17
18 Planning and Zoning Manager John Willis explained the zone change consists of 12 dwelling
19 units and garages. The project is Grayhawk Apartments at Rivers Edge. He described the
20 elevations, site plans, multi-use material and colors. He indicated there are two additional
21 requests with zone change.

- 22
23 1. To allow eight buildings to be 45 feet tall. This is an exception to the 35 foot height limit
24 and is allowed under code with council approval.
25 2. To allow a reduction in parking spaces, this is allowed under the code. Based on the
26 number of dwelling units 569 parking spaces would be required. The proposal provides
27 for 506 spaces.
28

29 There was discussion as to how the number of parking spaces per unit was calculated and the
30 studies provided in the agenda packet that show 569 spaces aren't needed.

31
32 John Willis explained there would be one covered stall per unit however, the uncovered parking
33 is lacking. The proposal exceeds the recreation requirement per unit. There are three accesses
34 for the project. He reviewed the staff comments and indicated the Planning Commission
35 recommended approval with conditions. The density, parking and building heights were of
36 concern to the Planning Commission. He read the motion and recommendation from the
37 Planning Commission. The recommendation from the Planning Commission would reduce the
38 number of units and allow a 20 parking space shortage.
39

40 Councilmember Bowcutt asked with the reduction in units in three of the buildings, how short the
41 development will be of the parking space requirement.

42
43 John Willis said it would be a 16 unit reduction and 23 parking spaces deficient as opposed to
44 the 63 as proposed by the applicant.

45
46 Councilmember Almquist wondered if the council should have some input from the police
47 department as it seems like there are a lot of calls for service in these types of projects. Does
48 this have any federal dollars in this project.

1
2 John Willis replied that there are no federal funds as part of this project.
3
4 Councilmember Almquist asked if there is adequate access and an emergency aisle to allow for
5 both police and fire department to respond without going through adjacent property.
6
7 John Willis replied it doesn't appear that way.
8
9 Councilmember Almquist commented that he doesn't see fire access to building L or K without
10 going through adjacent property. He expressed concern for fire access throughout the project.
11
12 City Manager Esplin commented the plan would need to receive approval from staff
13
14 Councilmember Almquist asked why buildings A, B and E are only two stories.
15
16 Randy Rindlisbacher with Bach homes replied those buildings have garages on the bottom floor
17 and placed for aesthetics.
18
19 Mr. Rindlisbacher handed out print outs of his Power Point and began the presentation.
20
21 Council Member Arial left at 6:41 pm and returned at 6:44 pm.
22
23 Councilmember Bowcutt asked about hours the management office would be staffed:
24
25 Mr. Rindlisbacher replied business hours Monday – Saturday. He continued with the
26 presentation.
27
28 Councilmember Almquist discussed the emergency service entrance and expressed concern
29 with the turning radius.
30
31 Mr. Rindlisbacher replied it will be designed to meet all city codes.
32
33 The three access points were discussed. The top of the covered parking on northern end of the
34 property and a wall in existence on the property was discussed.
35
36 Mr. Rindlisbacher commented that he anticipates adding a retaining wall at north and south
37 ends as needed.
38
39 The parking cover as it will be seen from other properties was discussed. It hasn't been
40 engineered yet but it isn't expected to be seen. Due to the lack of aesthetics of parking
41 structures, the applicant was encouraged to design something nicer looking.
42
43 Mr. Rindlisbacher continued with the presentation. He discussed the parking situation and a
44 parking analysis of quite a few projects that his company owns and manages. The stalls per
45 unit range from 1.3 and 2.14; the average is 1.95 parking spaces. This proposal is for 2.07
46 spots per unit. The other projects don't have parking problems. His company hired a
47 professional traffic engineer, Ryan Hills to do a parking study.
48

1 Ryan Hills explained he completed a parking study in St. George. He reviewed his qualifications
2 to conduct a parking study. He referred to the Power Point as he discussed the study. At
3 Canyon Point Apartments the supply was 1.93 stalls per unit, demand is 1.58 per unit. Oasis
4 Palms Apartments the supply of 2.38 stalls per unit, the demand 1.70 per unit. The Falls at
5 Mesa Point there is a supply of 2.14 per unit and demand of 1.9 per unit.
6

7 Councilmember Hughes asked with respect to parking did the study take into account the
8 vacancy rate.
9

10 Mr. Hills replied he assumed a 5% vacancy rate.
11

12 Councilmember Hughes asked with respect to The Falls at Mesa Point, what is the thought
13 process and seeing the demand per unit go up relative to the size of the complex. Is there a
14 correlation or trend with the number of units and is 2.7 space per unit appropriate.
15

16 Mr. Rindlisbacher replied the Canyon Point complex has zero garage units. The assumption
17 was that every garage in the others had a car in it and that is conservative as many use the
18 garage as a storage unit. He said one option is to put into the leases that garages cannot be
19 used as storage units.
20

21 City Manager Esplin said with respect to parking, the city code requires more than others as
22 most apartments are built around residential homes and if there aren't enough parking spots,
23 parking spills on the streets. He expressed that this case may be a bit different in that in this
24 area there won't be in any competition from existing homes for parking. That may be a reason
25 to consider a reduction in parking space requirement.
26

27 Mr. Rindlisbacher said that with 250 units there isn't a time when everyone is at home and that
28 allows for a lower demand for parking.
29

30 Councilmember Almquist commented the bicycle stalls will be attractive. He asked if the
31 demographics of the residents with respect to them owning more than one vehicle or if this is a
32 vacation location is taken into account. The concern being that if the purchaser is vacationing in
33 St. George often that increases the number of vehicles needing parking.
34

35 Council Member Bowcutt asked if the units are going to be sold or rented.
36

37 Mr. Rindlisbacher said they are all rentals. He continued with the Power Point presentation. He
38 explained why he felt the density decrease which made the parking 2.2 spaces per unit was
39 excessive. He feels strongly that this density fits well on the parcel of the ground. He
40 respectfully requests the council disregard the conditions from the Planning Commission.
41

42 Councilmember Hughes asked if reducing the density is the only way to reduce the parking
43 issues.
44

45 Mr. Rindlisbacher said the only other thing that could be done is to use some of the open lawn
46 area for parking. But he feels like that it would be a mistake to eliminate open space kids could
47 enjoy for parking spaces that will be empty.
48

1 Councilmember Bowcutt asked when the club house will be built.
2
3 Mr. Rindlisbacher replied it will be the first thing built.
4
5 Mayor Pike opened the public hearing.
6
7 Ed Bacca asked if a traffic study has been done to determine the impact to that area.
8
9 City Manager Esplin said a traffic study has been completed and there will be some negotiation
10 with regard to a traffic signal that is part of the traffic study. It is the city's opinion that it should
11 be installed now, but that is not the conclusion of the report. It will need to be negotiated with
12 the developer and owners of the other pieces of property.
13
14 Mayor Pike closed the public hearing.
15
16 City Manager Esplin commented that he doesn't think it's a density issue, there are some
17 extenuating circumstances based on the location of the development. It is out of the 100 year
18 flood plain but it is within the erosion plain. There will have to be some erosion protection as
19 part of the plan. The roadway needs to be constructed from Mall Drive to the project along the
20 river which guarantees more access. With that many units staff thinks it's necessary. The
21 developer doesn't necessarily agree with that assessment.
22
23 City Manager Esplin continued that if the council is considering the study and information
24 provided it could make sense to require a 16 unit decrease, but visually it won't make a
25 difference.
26
27 There was discussion regarding the parking issue and the city requirement for more parking
28 spaces as a result of parking overflowing into neighborhoods.
29
30 Councilmember Hughes commented that this is a really nice project. He has no problem with
31 density, but he also commented that he's never lived in an apartment complex with enough
32 parking and he is concerned there aren't enough parking spaces.
33
34 Councilmember Almquist discussed a letter that was in the agenda packet of a resident that was
35 opposed to the zone change.
36
37 John Willis commented the applicant has provided much more clear information to the council
38 than what was provided to the Planning Commission.
39
40 Councilmember Almquist stated that he has complete respect for the Planning Commission
41 decision. However understanding the management issue is important. More apartments mean
42 more funds and ability to fulfill obligations and traffic concerns. He indicated he is supportive of
43 the design.
44
45 Mayor Pike called for a motion.
46
47 MOTION: A motion was made by Councilmember Almquist to approve the zone change from R-
48 1-10 to PD-R on 11.75 acres to accommodate a multifamily development consisting of 12

1 dwelling structures which includes 244 apartments units, a clubhouse, two pavilions etcetera.
2 The address is 510 South 2200 East and the applicant is Grayhawk at Rivers Edge LLC and in
3 respect to the traffic study is pending or completed?
4
5 City Manager Esplin indicated that is a separate item than what the council is looking at tonight
6 and will be part of the development review.
7
8 MOTION: Councilmember Almquist said that is his motion and anyone can amend it.
9
10 Councilmember Bowcutt asked does the motion include the original four stories on buildings K
11 and L and three stories on Building M.
12
13 Councilmember Almquist replied yes.
14
15 SECOND: The motion was seconded by Councilmember Bowcutt.
16
17 Councilmember Hughes asked that that means Councilmember Almquist is agreeing with the
18 Planning Commission recommendation?
19
20 Councilmember Almquist replied no.
21
22 Mayor Pike said to clarify that the council would accept other recommendations by the Planning
23 Commission, but not the building height of the two units.
24
25 Councilmember Almquist replied correct.
26
27 Councilmember Hughes commented then the motion is allowing the parking to be reduced.
28
29 Mayor Pike replied correct.
30
31 City Manager Esplin commented this is the proposal as submitted to Planning Commission
32 which reduced the height and the parking. It's the original plans the Planning Commission
33 considered.
34
35 Councilmember Almquist replied correct.
36
37 City Attorney Guzman stated it's a Planned Development and you are approving it as presented
38 it should include a stipulation with the traffic study and whether or not it requires improvements
39 and participation in the signal and what that participation should be.
40
41 There was discussion as to how the council can approve it without knowing what the traffic
42 study will determine. There was discussion that the motion could be made to approve subject to
43 the normal development process and the developer could come back to the council and redo
44 their project.
45
46 Councilmembers Almquist and Bowcutt agreed to the stipulation.
47
48 VOTE: Mayor Pike called for a roll call vote as follows:

- 1
- 2 Councilmember Almquist, aye
- 3 Councilmember Randall, aye
- 4 Councilmember Bowcutt, aye
- 5 Councilmember Arial, aye
- 6 Councilmember Hughes, nay
- 7

8 The vote was four ayes and one opposed, the motion carried.

9

10 **PUBLIC HEARING/VACATE PORTION OF A ROADWAY/ORDINANCES**

11

12 **Consider approval of an ordinance vacating a portion of a platted roadway located at**
13 **approximately 1100 South between 2580 East and 2780 East.**

14

15 Assistant Public Works Director Wes Jenkins explained there are some platted roads on the
16 property for which this action requests to be vacated.

17

18 City Manager Esplin commented that in the past when the city has owned platted property and a
19 request has been made to vacate a portion of the roadway the city would seal the property. In
20 this case a request was received it in the annexation, Staff is also requesting to approve the lay
21 out of the street. Perhaps it's not abandonment but an exchange as the owner is giving the city
22 another roadway.

23

24 Mayor Pike opened the public hearing, seeing no one wishing to comment, he closed the public
25 hearing and called for a motion.

26

27 **MOTION:** A motion was made by Councilmember Almquist to approve an ordinance vacating a
28 portion of a platted roadway located at approximately 1100 South between 2580 East and 2780
29 East.

30

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

32

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

34

- 35 Councilmember Almquist, aye
- 36 Councilmember Randall, aye
- 37 Councilmember Bowcutt, aye
- 38 Councilmember Arial, aye
- 39 Councilmember Hughes, aye
- 40

41 The vote was unanimous and the motion carried.

42

43 **RESOLUTIONS**

44 **Consider approval of a resolution for the Warner Draw Supplemental Watershed Work**
45 **Plan Agreement #3.**

46

47 City Manager Esplin explained the watershed hasn't been well maintained in the past. The flood
48 authority is working to make sure the basins are maintained to prevent flooding in the

1 Washington field's area. This agreement would require the flood authority to maintain it once
2 it's improved.

3
4 Mayor Pike called for a motion.

5
6 MOTION: A motion was made by Councilmember Arial to approve a resolution for the Warner
7 Draw Supplemental Watershed Work Plan Agreement #3.

8
9 SECOND: The motion was seconded by Councilmember Randall.

10
11 VOTE: Mayor Pike called for a roll call vote as follows:

12
13 Councilmember Almquist, aye
14 Councilmember Randall, aye
15 Councilmember Bowcutt, aye
16 Councilmember Arial, aye
17 Councilmember Hughes, aye

18
19 The vote was unanimous and the motion carried.

20
21 **STAFF REPORTS:**

22
23 **Consider approval of an agreement between the Zion Lions Football team and the City**
24 **regarding use of the Sun Bowl for the 2015 season.**

25
26 City Manager Esplin indicated the agreement in the agenda packet. It is a standard agreement
27 for the use of city facilities prepared by the Legal Department. It's important to understand it's a
28 non-exclusive right to use the facility. The facility will be scheduled as much as possible. There
29 are numerous requests to use the facility.

30
31 City Attorney Guzman said the fee is \$200 per game and allows the use of the recreation center
32 for the locker room facilities. It's for one year and is non-exclusive. The applicant can only use
33 the facility for the games on their schedule. He commented that the insurance issue was
34 resolved.

35
36 Councilmember Bowcutt asked if the \$200 fee is just for this use.

37
38 City Attorney Guzman said the fee this is just for the football games. Other uses might have
39 other fees.

40
41 There was discussion as to what the \$200 fee covers which are costs the city incurs for items
42 such as striping the field.

43
44 Mayor Pike called for a motion.

45
46 MOTION: A motion was made by Councilmember Arial to approve the agreement between the
47 Zion Lions Football team and the City regarding use of the Sun Bowl for the 2015 season for a

1 \$200 per game fee and the other arrangements made for use of the locker room for the 2015
2 season.

3

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

5

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

7

8 Councilmember Almquist, aye

9 Councilmember Randall, aye

10 Councilmember Bowcutt, aye

11 Councilmember Arial, aye

12 Councilmember Hughes, aye

13

14 The vote was unanimous and the motion carried.

15

16 **Consider approval of the sale of City property to homeowners adjacent to the Millcreek
17 Industrial Park.**

18

19 City Manager Esplin explained this is to approve the sale of city property along the new
20 Millcreek Park. He itemized the square footage of each of the three pieces at \$1.50 per square
21 foot.

22

23 Mayor Pike called for a motion.

24

25 **MOTION:** A motion was made by Councilmember Bowcutt to approve that pricing and to
26 approve the sale that property along Millcreek Industrial Park.

27

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

29

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

31

32 Councilmember Almquist, aye

33 Councilmember Randall, aye

34 Councilmember Bowcutt, aye

35 Councilmember Arial, aye

36 Councilmember Hughes, aye

37

38 The vote was unanimous and the motion carried.

39

40 There was a discussion regarding the schedule of the park and that the Parks Department is
41 working on grant funding.

42

43 **Report from the Planning commission meeting held March 10, 2015**

44

45 **FINAL PLAT**

46

47 **Consider approval of a twelve lot residential subdivision for Cornerstone Phase 2.**

48

1 Wes Jenkins indicated this is approximately 3100 East and 2100 South and it meets the
2 conditions of the preliminary plat approval.
3

4 Mayor Pike called for a motion.
5

6 MOTION: A motion was made by Councilmember Hughes to approve the final plat of a twelve
7 lot residential subdivision for Cornerstone Phase 2.
8

9 SECOND: The motion was seconded by Councilmember Almquist.
10

11 VOTE: Mayor Pike called for a vote as follows:
12

13 Councilmember Almquist, aye

14 Councilmember Randall, aye

15 Councilmember Bowcutt, aye

16 Councilmember Arial, aye

17 Councilmember Hughes, aye
18

19 The vote was unanimous and the motion carried.
20

21 LOT LINE ADJUSTMENT 22

23 **Consider approval of a lot line adjustment for 731 and 735 North Industrial Road.**
24

25 Wes Jenkins indicated all aspects have been reviewed by staff.
26

27 Councilmember Bowcutt asked if the same person owns both pieces.
28

29 Wes Jenkins replied no but both property owners agree with the movement of the property line.
30

31 Mayor Pike called for a motion.
32

33 MOTION: A motion was made by Councilmember Randall to approve a lot line adjustment for
34 731 and 735 North Industrial Road.
35

36 SECOND: The motion was seconded by Councilmember Arial.
37

38 VOTE: Mayor Pike called for a vote as follows:
39

40 Councilmember Almquist, aye

41 Councilmember Randall, aye

42 Councilmember Bowcutt, aye

43 Councilmember Arial, aye

44 Councilmember Hughes, aye
45

46 The vote was unanimous and the motion carried.
47

48 FINAL PLAT AMENDMENT

1 **Consider approval of a fourteen lot commercial subdivision amendment for Escalera**
2 **Phase 5 Amended.**

3
4 Wes Jenkins indicated all aspects were looked at by staff and it meets the conditions for
5 approval.

6
7 There was discussion regarding the need for the amendment. A Parade Home Show home was
8 built on the lot and included a pool. The pool was built across the property line. This action
9 adjusts the line so that the pool and home will be on the same lot.

10
11 Councilmember Almquist asked if the neighbor is okay with the adjustment.

12
13 Wes Jenkins indicated the lot hasn't been sold yet, it is still under the ownership of the
14 developer.

15
16 Mayor Pike called for a motion.

17
18 MOTION: A motion was made by Councilmember Almquist to approve a fourteen lot
19 commercial subdivision amendment for Escalera Phase 5 Amended.

20
21 SECOND: The motion was seconded by Councilmember Hughes.

22
23 VOTE: Mayor Pike called for a vote as follows:

24
25 Councilmember Almquist, aye
26 Councilmember Randall, aye
27 Councilmember Bowcutt, aye
28 Councilmember Arial, aye
29 Councilmember Hughes, aye

30
31 The vote was unanimous and the motion carried.

32
33 **Consider approval of a twenty-four lot residential subdivision amendment for Gentry**
34 **Lane Amended.**

35
36 Wes Jenkins indicated all aspects were looked at by staff and it meets the conditions for
37 approval. The trail location has been located on the plat to match the location where it was
38 constructed.

39
40 Councilmember Bowcutt asked if the width is still the same as what was presented to the
41 Planning Commission.

42
43 Wes Jenkins replied, yes.

44
45 Mayor Pike called for a motion.

46
47 MOTION: A motion was made by Councilmember Almquist to approve a twenty-four lot
48 residential subdivision amendment for Gentry Lane Amended.

1
2 SECOND: The motion was seconded by Councilmember Arial.
3

4 VOTE: Mayor Pike called for a vote as follows:
5

6 Councilmember Almquist, aye
7 Councilmember Randall, aye
8 Councilmember Bowcutt, aye
9 Councilmember Arial, aye
10 Councilmember Hughes, aye
11

12 The vote was unanimous and the motion carried.
13

14 **PREMILINARY PLAT** 15

16 **Consider approval of a preliminary plat for a nine lot commercial subdivision for The** 17 **Fields at Mall Drive.** 18

19 Wes Jenkins indicated in the discussion at the Planning Commission meeting it was noted that
20 the development will be done in phases. With Phase 1 the developer will finish improvements
21 on 3000 East and Mall Drive with deceleration lane. Phases 2 and 3 were discussed and there
22 was a concern with truck access because Phase 3 won't be built until later. Mall Drive and 2780
23 improvements are proposed to be done at a later date.
24

25 City Manager Esplin noted there is enough parking once all the Phases are complete.
26

27 Wes Jenkins detailed the parking space.
28

29 Mayor Pike noted that in terms of Mall Drive does this development add a lane.
30

31 Wes Jenkins indicated the south half will be built out and a deceleration lane will be constructed.
32

33 There was discussion regarding access from Mall Drive and participation of the developer with
34 respect to culverts.
35

36 Wes Jenkins noted the city is participating with one of the culverts; the developer is responsible
37 for the others.
38

39 Councilmember Hughes asked if the phasing will be spelled out in the development agreement.
40

41 City Manager Esplin detailed what the council will be approving if this action is approved. He
42 explained that either Lin's or the property owner will be responsible for off-site improvements.
43 The city will construct one crossing that is the wider one in the middle as part of its cost of doing
44 the drainage in exchange for the property the drainage will be put on.
45

46 Wes Jenkins noted the accesses will be located in the public right of way but the developer or
47 property owner will have to maintain the access. The city will only maintain the roadway itself.
48

1 City Manager Esplin commented that before final plat approval is granted the city needs to
2 receive the necessary dedications and a development agreement will have to be completed. He
3 noted that there was a bid opening today at two pm on the drainage channels but he doesn't
4 know how the bids came out.

5
6 Mayor Pike called for a motion.

7
8 MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat for a
9 nine lot commercial subdivision for The Fields at Mall Drive.

10
11 SECOND: The motion was seconded by Councilmember Arial.

12
13 VOTE: Mayor Pike called for a vote as follows:

14
15 Councilmember Almquist, aye
16 Councilmember Randall, aye
17 Councilmember Bowcutt, aye
18 Councilmember Arial, aye
19 Councilmember Hughes, aye

20
21 The vote was unanimous and the motion carried.

22
23 **Consider approval of a preliminary plat for a four lot residential subdivision for**
24 **Blackberry Court Phase 3.**

25
26 Wes Jenkins explained the low density residential proposal. The developer will finish the cul-
27 de-sac as the road is completed.

28
29 Councilmember Bowcutt asked if the cul-de-sac meets the requirement for fire department
30 access.

31
32 Wes Jenkins replied yes.

33
34 Mayor Pike asked if there will be another access point.

35
36 Wes Jenkins replied that he doesn't think so because a sewer line can't be brought to it.

37
38 There was discussion regarding the drainage, the elevation changes and erosion protection that
39 has been put in since the 2005 flood.

40
41 Mayor Pike called for a motion.

42
43 MOTION: A motion was made by Councilmember Almquist to approve the preliminary plat for a
44 four lot residential subdivision for Blackberry Court Phase 3.

45
46 SECOND: The motion was seconded by Councilmember Bowcutt.

47
48 VOTE: Mayor Pike called for a vote as follows:

- 1
- 2 Councilmember Almquist, aye
- 3 Councilmember Randall, aye
- 4 Councilmember Bowcutt, aye
- 5 Councilmember Arial, aye
- 6 Councilmember Hughes, aye
- 7

8 The vote was unanimous and the motion carried.

9

10 **Consider approval of a wireless site lease agreement with Tonaquint Networks LLC.**

11

12 City Manager Esplin said staff recommends approval for co-locate on the pole within the
13 Stonecliff water tank site as it will reduce the amount paid for storage at the data center by
14 about \$200 a month. He recommended the approval should be subject to legal review.

15

16 Mayor Pike called for a motion.

17

18 MOTION: A motion was made by Councilmember Bowcutt approve the wireless site lease
19 agreement with Tonaquint Networks LLC subject to legal review.

20

21 SECOND: The motion was seconded by Councilmember Randall.

22

23 VOTE: Mayor Pike called for a vote as follows:

- 24
- 25 Councilmember Almquist, aye
- 26 Councilmember Randall, aye
- 27 Councilmember Bowcutt, aye
- 28 Councilmember Arial, aye
- 29 Councilmember Hughes, aye
- 30

31 The vote was unanimous and the motion carried.

32

33 **Consider approval of a renewal of a Fuel Facilities Lease for SkyWest.**

34

35 City Manager Esplin explained this is a basically a formality, that the lease has to be approved
36 every year.

37

38 Mayor Pike called for a motion.

39

40 MOTION: A motion was made by Councilmember Arial approve the renewal of a Fuel Facilities
41 Lease for SkyWest.

42

43 SECOND: The motion was seconded by Councilmember Almquist.

44

45 VOTE: Mayor Pike called for a vote as follows:

- 46
- 47 Councilmember Almquist, aye
- 48 Councilmember Randall, aye

1 Councilmember Bowcutt, aye
2 Councilmember Arial, aye
3 Councilmember Hughes, aye
4

5 The vote was unanimous and the motion carried.
6

7 **Consider approval of a special event permit for a concert in the Dixie Sun Bowl on April**
8 **16, 2015, Simmons Media and St. George News applicants.**
9

10 Shawna Smith said the request is to add the city as a sponsor of the event as it is planned to be
11 a family friendly event. She indicated the goal is to recreate it every quarter and ask that the
12 council consider that as well.
13

14 Mayor Pike discussed the streamlining of special event permit process.
15

16 City Manager Esplin indicated that process is still being worked on.
17

18 Mayor Pike indicated this action would just approve this event only
19

20 City Manager Esplin noted that approval of this event would be subject to review of the
21 application. This item has come before the council before staff has had a chance to review the
22 application due to a time constraint on the part of the event organizers with respect to the band.
23 Staff is supportive but would like to review the application. The only real issue is with respect to
24 a request to use the city's stage. Staff is very concerned about using the city stage for an event
25 outside of city purposes. There have been other requests for use of the stage, which cost over
26 \$100,000, and those requests have been denied. Even with the First Night events, bands were
27 required to bring their own stage. Staff feels if others are allowed to use the stage it will get
28 beat up and it will have to be repaired at the city's cost and the city will be in competition with
29 private sector businesses that provide those items for rent.
30

31 There was much discussion regarding the events for which the stage is used.
32

33 Shawna Smith commented that the request to have the city sponsor the event is so that they
34 would be allowed to use the stage and turn it into more of a festival. The organizers believe it
35 will bring additional revenue to the city.
36

37 Bryan Benware commented that the nearest stage that is the size needed is out of Las Vegas
38 so no local vendors would be hurt.
39

40 City Manager Esplin commented this could lead to the city being asked to cosponsor every
41 event that comes to town so that the stage could be used. He said if all proceeds were donated
42 to a charity then perhaps it should be considered. He expressed that the city should not be in
43 the business of supporting private businesses.
44

45 Mr. Benware commented that the city will make more if more people are there.
46

1 City Manager Esplin expressed concern that the stage costs approximately \$125,000 if it is
2 rented to private businesses the city will move into the rental business. How can this request be
3 approved and all others denied.
4

5 Councilmember Arial commented that if the city wants concerts maybe a stage should be
6 purchased.
7

8 City Manager Esplin commented that the use of the stage for other downtown events does not
9 equate into the merchants directly making money on the deal. Whereas for this event the
10 organizers are directly making a profit from the concert so it becomes a money making event for
11 a private company. He suggested this is an area the city needs to be very careful with.
12

13 Matt Loo commented that staff has never put the stage in that location (The Sun Bowl) and it
14 might have to be modified in order to fit through the 12 foot entry.
15

16 It was noted that a smaller stage was used last July 4th, but the band for this event has
17 requested a larger stage.
18

19 There was discussion regarding renting as an option but transport makes it cost about \$3,000.
20

21 City Attorney Guzman reminded the council that rental companies recoup their cost for repair
22 and replacement as well as profit. Liability insurance and the repair/replacement cost would
23 have to be added to the agreement.
24

25 Councilmember Bowcutt asked if the organizers were to use the stage would the city need man-
26 power to assemble and disassemble it.
27

28 City Attorney Guzman stated city staff would have to assemble and disassemble the stage.
29

30 Matt Loo commented that it is a four hour process for two people.
31

32 Shawna Smith commented that whether rental of the stage is approved or not, she'd like the city
33 to sponsor our event.
34

35 Mayor Pike asked if the organizers can make it work if a stage from Las Vegas has to be rented
36 if the council approves the event tonight.
37

38 Brian Benware replied yes the contract with the band has been signed.
39

40 The group discussed the rental fees for the facility, which are \$1,000 plus 5% of the total
41 proceeds.
42

43 City Manager Esplin commented that if the council is inclined to sponsor the event, there is
44 some inherent risk to being a sponsor with regard to liability. He suggested an option is to be a
45 sponsor and waive the \$1,000 fee and 5% of the proceeds and require the organizers to clean
46 up the facility so that there are no out of pocket costs for the city.
47

48 Brian Benware said that would be a good deal.

1 Mayor Pike commented that would give the city a chance to work through this issue.
2

3 City Manager Esplin indicated if the council is considering sponsoring the event it should be
4 approved if it can be worked out with the city attorney and as a sponsor waive a portion of the
5 fees with no other costs to the city.
6

7 Mayor Pike said that could be considered this for this one event.
8

9 City Manager Esplin recommended the motion be subject to working this out with the City
10 Attorney and running it past the special event committee.
11

12 Mayor Pike called for a motion.
13

14 MOTION: A motion was made by Councilmember Hughes approving special event permit for a
15 concert in the Dixie Sun Bowl on April 16, 2015, subject to legal review and subject to
16 recommendations by the special event committee and working out the sponsorship.
17

18 SECOND: The motion was seconded by Councilmember Randall.
19

20 VOTE: Mayor Pike called for a vote as follows:
21

22 Councilmember Almquist, aye

23 Councilmember Randall, aye

24 Councilmember Bowcutt, aye

25 Councilmember Arial, aye

26 Councilmember Hughes, aye
27

28 The vote was unanimous and the motion carried.
29

30 **Consider approval of a resolution setting a fee schedule for the use of the Ridgetop**
31 **Complex.**
32

33 Matt Loo explained that staff looked at several facilities such as the county fairgrounds. Fees
34 ranged from \$250 - \$800. Staff has proposed fee schedule similar to what is in the current
35 schedule. He outlined some of the fees in the proposal.
36

37 There was discussion regarding security fees which are waived provided private security meets
38 city standards.
39

40 Mayor Pike asked are these fees going to be charged for the May event.
41

42 Matt Loo replied yes.
43

44 Council Member Almquist stepped out at 8:50.
45

46 Mayor Pike called for a motion.
47

1 MOTION: A motion was made by Councilmember Hughes to approve the resolution approving
2 the resolution setting a fee schedule for the use of the Ridgetop Complex.
3

4 SECOND: The motion was seconded by Councilmember Randall.
5

6 VOTE: Mayor Pike called for a roll call vote as follows:
7

8 Councilmember Almquist, stepped out

9 Councilmember Randall, aye

10 Councilmember Bowcutt, aye

11 Councilmember Arial, aye

12 Councilmember Hughes, ate
13

14 The vote was unanimous and the motion carried.
15

16 **REPORTS FROM MAYOR, COUNCIL MEMBERS AND CITY MANAGER** 17

18 None
19

20 **REQUEST A CLOSED SESSION** 21

22 MOTION: A motion was made by Councilmember Randall to enter into a closed session to
23 discuss a property issue.
24

25 Council Member Almquist returned at 8:52
26

27 SECOND: The motion was seconded by Council Member Arial.
28

29 VOTE: Mayor Pike called for a vote as follows:
30

31 Councilmember Almquist, aye

32 Councilmember Hughes, aye

33 Councilmember Randall, aye

34 Councilmember Bowcutt, aye

35 Councilmember Arial, aye
36

37 The vote was unanimous and the motion carried.
38

39 **RECONVEYNE**

40 MOTION: A motion was made by Councilmember Almquist to reconvene the regular meeting.
41

42 SECOND: The motion was seconded by Council Member Hughes.
43

44 VOTE: Mayor Pike called for a vote as follows:
45

46 Councilmember Almquist, aye

47 Councilmember Hughes, aye

48 Councilmember Randall, aye

1 Councilmember Bowcutt, aye
2 Councilmember Arial, aye
3

4 The vote was unanimous and the motion carried.
5

6 **OTHER BUSINESS**

7 None
8

9 **ADJOURMENT**

10
11 **MOTION:** A motion was made by Councilmember Almquist to adjourn the regular meeting.
12

13 **SECOND:** The motion was seconded by Council Member Hughes.
14

15 **VOTE:** Mayor Pike called for a vote as follows:
16

17 Councilmember Almquist, aye
18 Councilmember Hughes, aye
19 Councilmember Randall, aye
20 Councilmember Bowcutt, aye
21 Councilmember Arial, aye
22

23 The vote was unanimous and the motion carried.
24
25
26
27

28 _____
29 René Fleming, Deputy City Recorder
30

Date