

Dixie Regional Medical Center
400 East Campus

Dixie Regional Medical Center 2015 Awards and Recognitions

- **Becker's Hospital Review** — showed Dixie tied for first in the nation for lowest 30-day readmission rates from heart failure.
- **Consumer Reports** — listed Dixie Regional as the **8th top hospital in the nation** for patient safety and respect.
- **American Heart/Stroke Association** — presented **Get With The Guidelines Stroke Gold Plus** and **Heart Failure Gold Plus awards** to Dixie.
- **The American Heart Association** — named Dixie's Primary Stroke Center and STEMI programs **Centers of Excellence**.
- **Stanford University** — partnered with Intermountain Precision Genomics (based in St. George) to help stage four cancer patients live longer with higher quality lives.
- **Analytics MD** — gave Dixie an **"A" grade**.
- Dixie was featured by the **American Heart Association** in **U. S. News & World Report** for **best heart and stroke care**.
- Dixie passed the tri-annual **Joint Commission Survey** with the fewest findings ever.
- Dixie's Neuro Rehabilitation received the **top acute inpatient rehabilitation program award** from **Unified Data Systems**.
- **Women's Choice Award** — named Dixie **One of America's Best Hospitals** in the following categories: **Patient Experience, Orthopedics, Obstetrics, Heart Care and Stroke Center**.
- **Becker's Hospital Review** — recommended Terri Kane as one of **America's 50 Rural Hospital CEO's to Know**.
- Dixie Regional received the **Patriotic Employer Award** from **Employer Support of the Guard and Reserve**.
- **The U. S. Marines** — honored Dixie Regional for providing great care to their corps.
- **The Joint Commission** — recertified Dixie as a **Center of Excellence for Joint Surgery**.
- **The American College of Surgeons** — certified Dixie as a **Center of Excellence for Bariatric Surgery**.

- **Medicare** — designated Dixie Regional a **4-Star Hospital**.
- The 400,000-square-foot, **\$300 million expansion project** at River Road was announced.
- **The nation's first fluoroless electrophysiology** procedure was performed at Dixie Regional, garnering system and national attention.
- Dixie began doing Y-90 procedures to treat liver cancer.
- **Simply Birth Suite** — opened at Dixie, offering safe, unmedicated childbirth.
- **A new access center for behavioral medicine** — opened for patients of partnering agencies.

Intermountain Healthcare Recognitions

- **The Patient Safety Movement Foundation** — honored Intermountain Healthcare among the **top three** healthcare institutions that demonstrated the most lives potentially saved by eliminating preventable deaths.
- **IH Executive magazine** — included Intermountain in their 10 organizations as "Integrated Delivery Networks to Watch."
- A newly published report called, *Into the Minds of the C-Suite*, identified Intermountain Healthcare as one of the **top five most innovative healthcare providers in the U.S.**
- Intermountain's Life Flight medical transport service received the **2015 Vision Zero Aviation Safety Award**.
- **Computerworld** — named Intermountain Healthcare to its list of **100 Best Places to Work in I.T.**
- **The Gallup Organization** — selected Intermountain as one of 40 companies world-wide, and the only organization in Utah, to earn the **Gallup Great Workplace Award**.
- **Microsoft** — presented Intermountain with a **Health Innovation Award** for telemedicine innovation.
- **Forbes** — named Intermountain as one of **America's Best Employers** among large U.S. companies.



Dixie Regional Medical Center
River Road Campus

2015 STATISTICS & ACCOMPLISHMENTS

DIXIE REGIONAL MEDICAL CENTER

Dixie Regional Medical Center Statistics

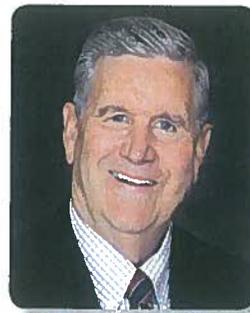
	2014	2015
Total Admissions	17,416	18,014
Inpatient Surgeries	4,721	4,960
Outpatient Surgeries	8,316	9,233
ER Visits	45,716	48,465
Births	2,390	2,334
Lab Tests	1,026,912	1,056,374
Imaging Procedures	138,480	147,320
Turnover Rate	13.2%	11.8%
New Employees Hired	526	837
Total Employees	2,870	3,038
New Physicians	22	37
Total Physicians	288	305
Volunteer Hours	29,548	40,328
Total Volunteers	243	337
Total Charity Care	\$35,284,619	\$26,635,672

Dixie Regional Medical Center Leadership

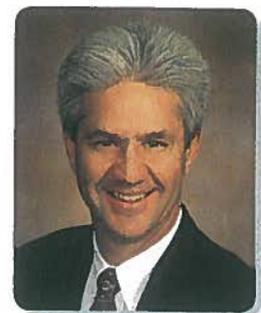


Terri Kane

*Vice President Southwest Region
Dixie Regional CEO / Administrator*



Jack Renouf
*Foundation
Board Chairman*



Steven G. Caplin
*Governing
Board Chairman*

City of St. George

Identity and Brand Implementation

Why New?

Why Now?

Common Issues City Logos

- Quality
- Try too hard
- Try to say everything
- Want to tie to heritage
 - Too much detail
 - Too vague
 - No purpose
 - Do it yourself
 - No Thought
 - Cheap
- Promise Too Much
 - Hard to use
- No longevity/dated
 - Cheesy

Common Strengths City Logos

- Simple
- Clean
- Vibrant
- Say a lot
 - not literal
- Easily replicated
- Easier to Distinguish
- Longevity

City of
St. George





↑ Downtown
St. George

Municiple & Civic

↑ Arts & Shopping
District

↑ Cultural &
Entertainment

History to Now

Key Facts about St. George

- Occupied by Anasazi & Paiute Indians
- Established by Mormon Pioneers
- Named after George A. Smith
- Started as Cotton Mission
- Tourism Industry Focused
- Nicknamed Dixie (Utah's South)
- Forged by farmers, masons, blacksmiths, businessmen, educators, carpenters
- 326 Days of Sunshine every year
- Close to National Parks
- Diverse Wildlife and Vegetation
- One of fastest growing areas - consistently
- Artistic & Cultural Destination

Review Branding Platform

Discuss

Activity

- Enterprising
- Essential
- Honorable

Inspire

Optimism

- Grounded
- Confident
- Bright

Desired Result:

- Update identity to help St. George achieve it's potential
- pull from our heritage for inspiration
- be conscious of where it will take us for the future
- create something that stands out and is memorable
- create something versatile & timeless

Possible Symbols

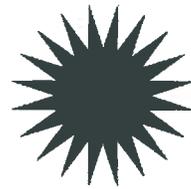
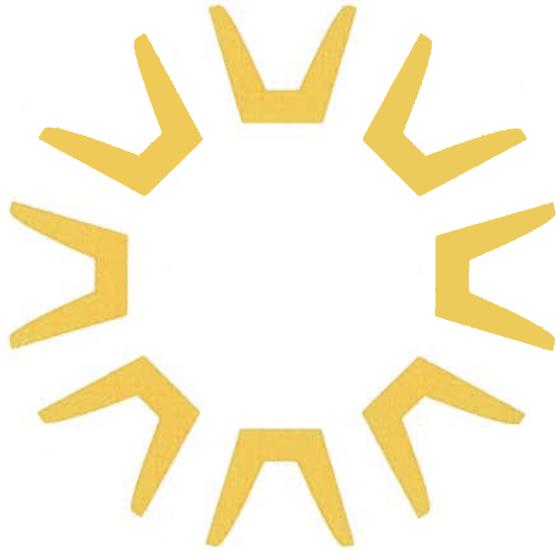
- Sun
- Trees
- Golf
- Mesas/Plateaus
- Red Rocks
- Virgin River
- Temple
- Tabernacle
- Opera House
- Art Museum
- Pioneers
- Industry

The Obvious Choice

SUN



What it says...



SUN
TOURISM
DESTINATION
RETIREMENT



NATIVE
AMERICAN
ROOTS



HERITAGE
PIONEER



ENTERPRISE
INDUSTRY
INVENTION



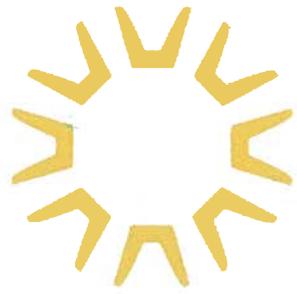
COMMUNITY
REACHING OUT
SERVICE



COMMUNICATION
OPEN DOORS
TRANSPARENCY



LEADERSHIP
BEACON TO OTHERS



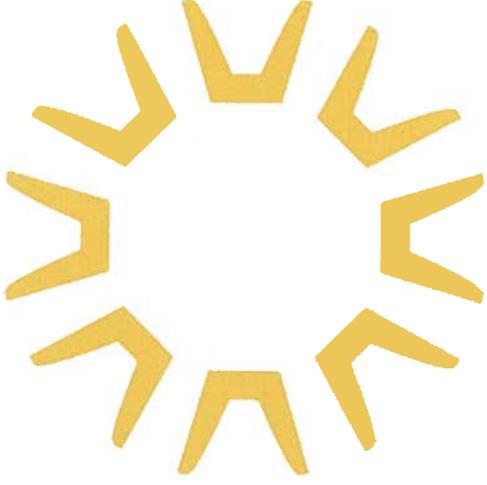
St. George



St. George







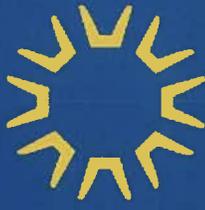
St. George

THE BRIGHTER SIDE



St. George

THE BRIGHTER SIDE



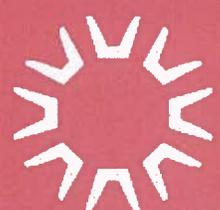
St. George

THE BRIGHTER SIDE



St. George

THE BRIGHTER SIDE



St. George

THE BRIGHTER SIDE



St. George

THE BRIGHTER SIDE



St. George

THE BRIGHTER SIDE



Jon Pike
MAYOR

St. George
THE BRIGHTER SIDE

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M 435-632-6892
jon.pike@city.org

175 E. 200 N.
St. George, UT 84770

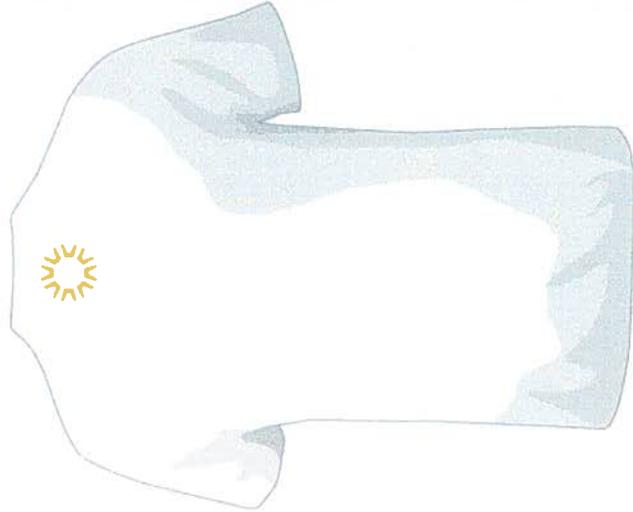
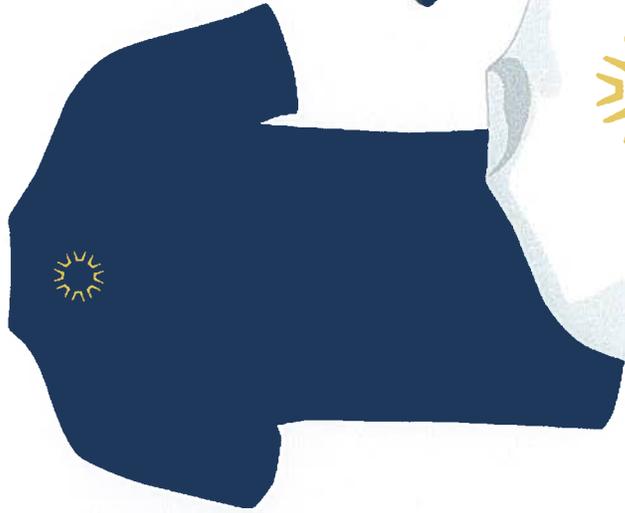


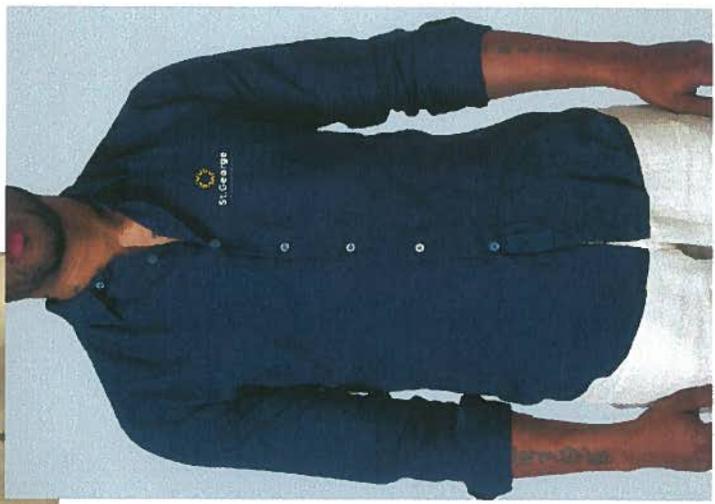
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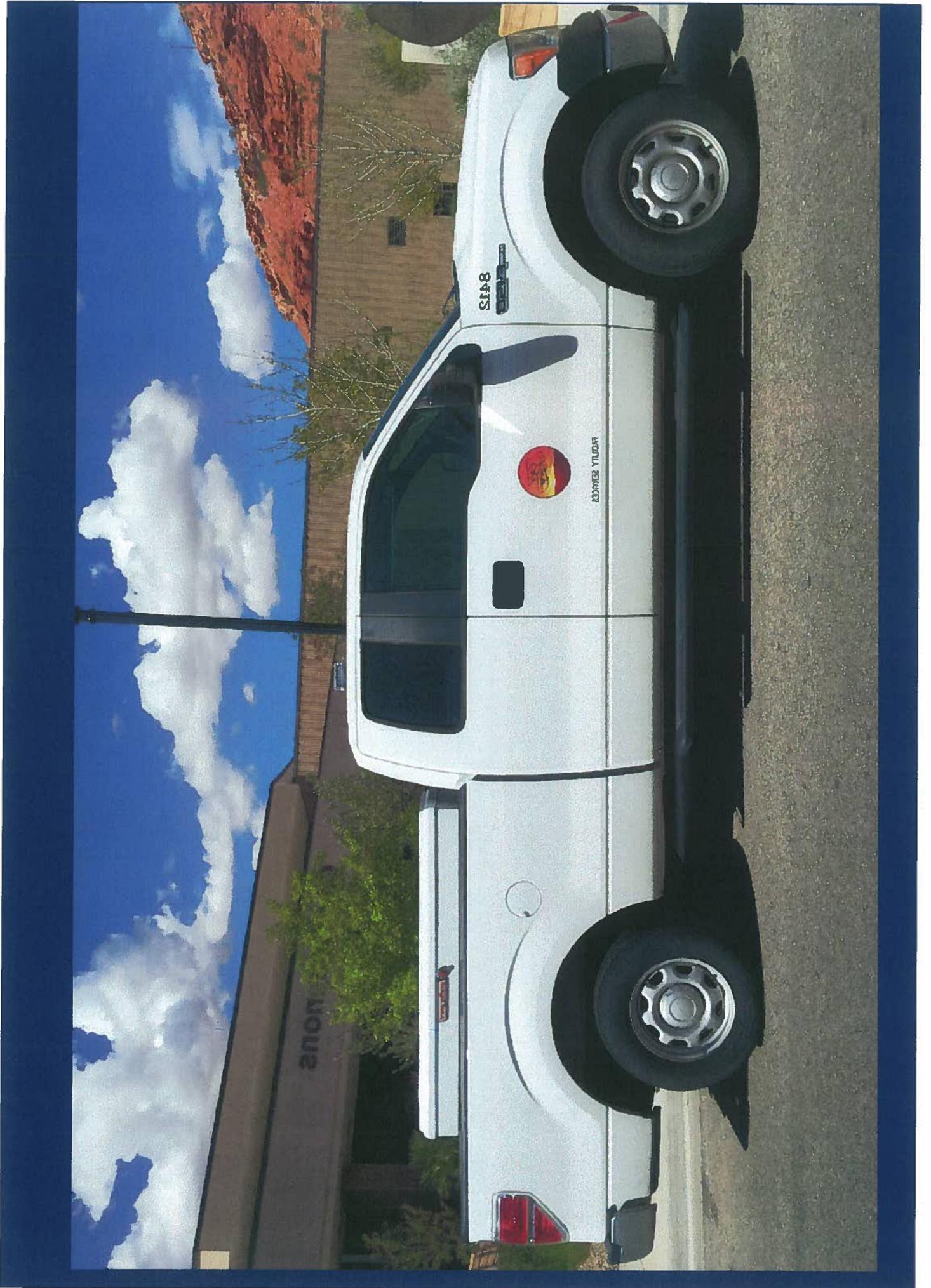
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CITY OF ST. GEORGE

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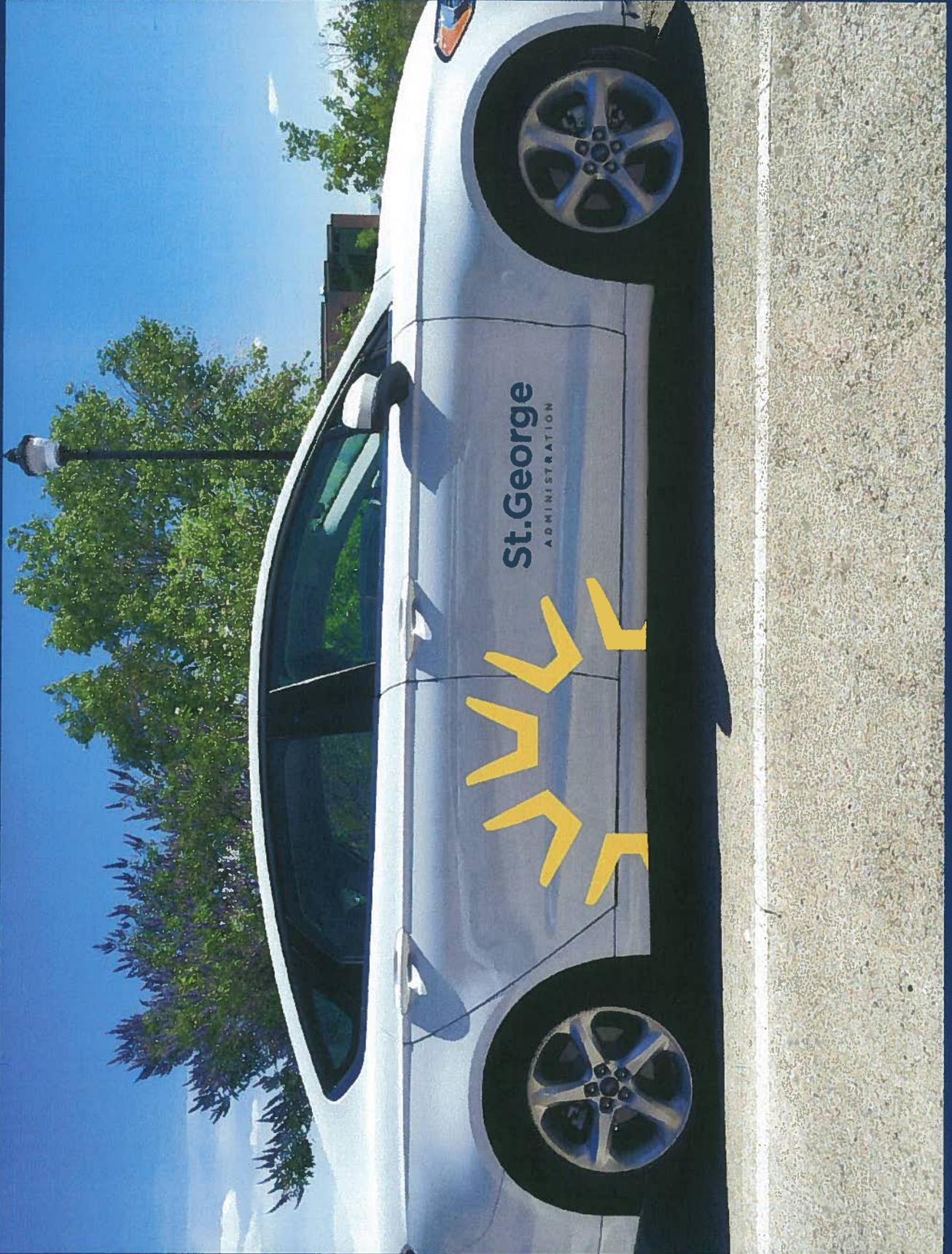














VERNON WORTHEN PARK



— St. George —

PUBLIC AREA



St. George

THE BRIGHTER SIDE

DRAFTAgenda Item Number : **1B****Request For Council Action**

Date Submitted 2016-06-28 11:36:02**Applicant** City of St. George**Quick Title** May 2016 Financial Report**Subject****Discussion** This will be the final monthly financial report presented for Fiscal Year 2016. June is reported in the Comprehensive Annual Financial Report (CAFR).**Cost** \$0.00**City Manager Recommendation** Still in good shape at the end of the fiscal year. Should be able to add a little to our fund balance and the capital project fund.**Action Taken****Requested by** Deanna Brklacich**File Attachments** MAY 2016.pdf**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** MAY 2016.pdf



MONTHLY FINANCIAL REPORT

ELEVEN MONTHS ENDED

MAY 31, 2016

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORT
ELEVEN MONTHS ENDED MAY 31, 2016

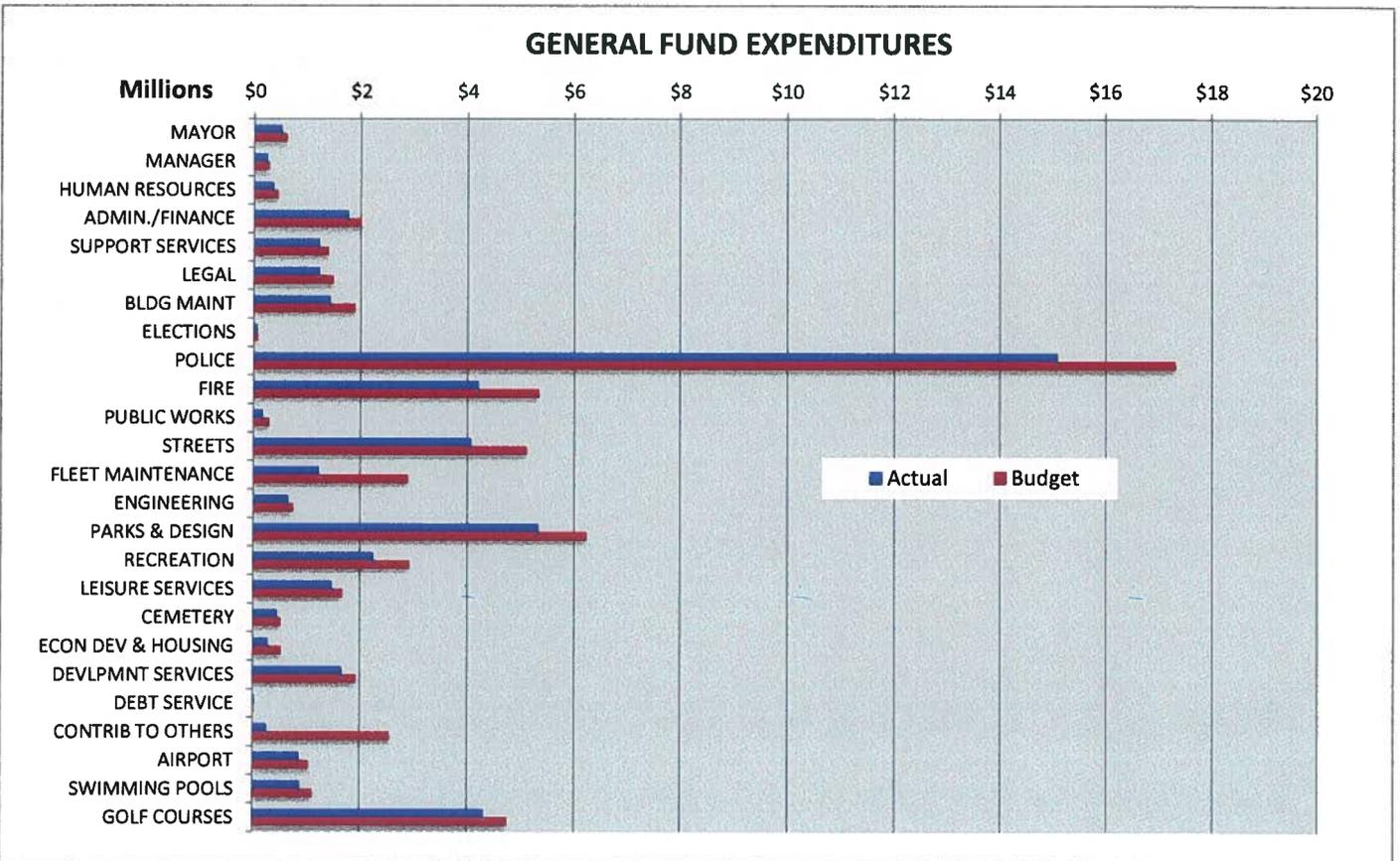
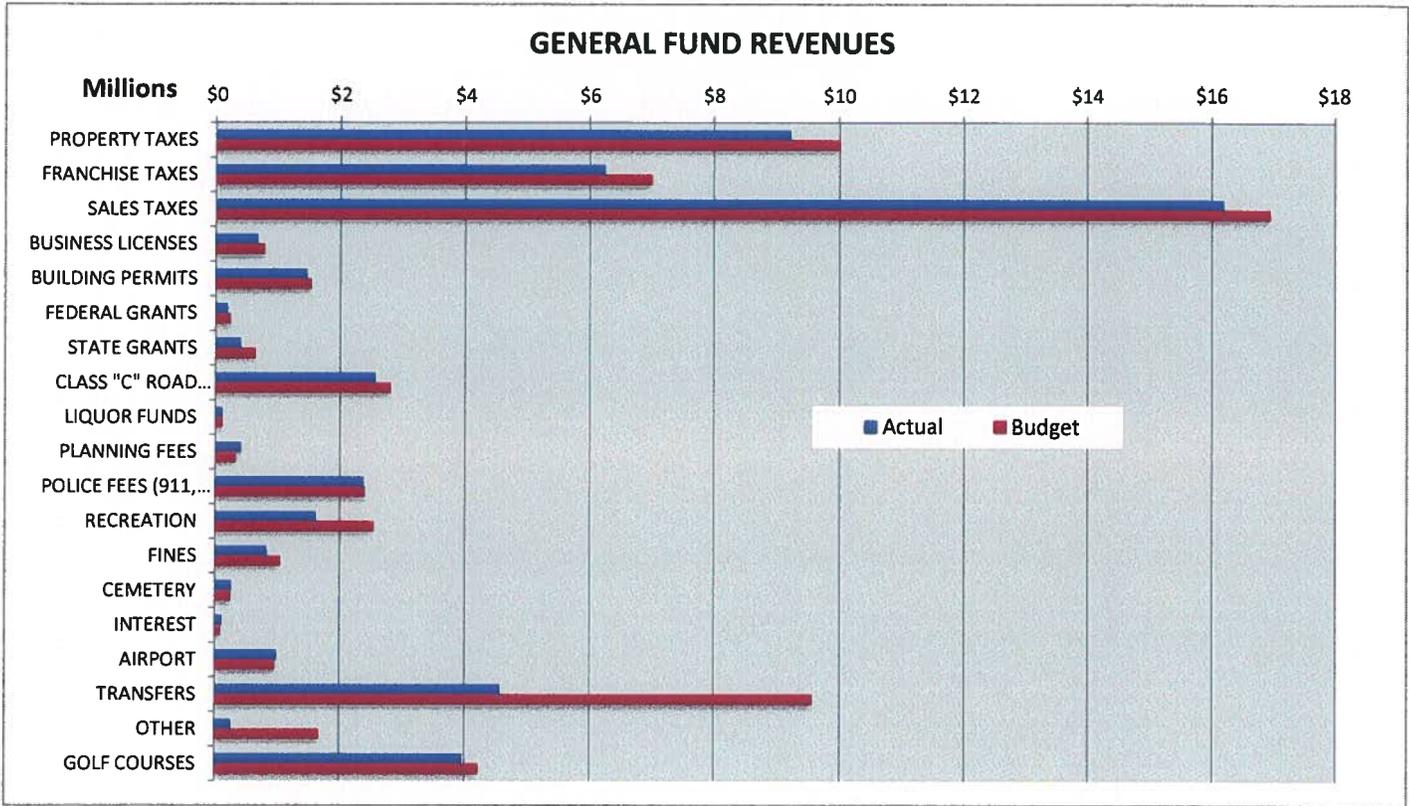
ADMINISTRATIVE DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the ELEVEN months ended May 31, 2016. This period represents 91.67% of the fiscal year.

- 1) General Fund revenues are at 82.98% of budget. The predominant revenues affecting the overall revenue percentages primarily in the first half of the year are Current (Real) Property Taxes, Fees Assessed (Personal Property Taxes) and Delinquent Taxes which typically are not received until December, January, and June. Current Property Taxes are now at 99.39% of the \$8.35M budgeted and are 1.87% higher than the prior year-to-date. The majority of Fees Assessed will not be received until June therefore the percentage received as compared to the budget will continue to lag.
- 2) Overall General Fund revenues are up 5.51% over the prior fiscal year. Sales taxes are up 8.23% over last year and franchise taxes are up 3.25% to the prior year. Golf revenues are up at 5.08%. Class C Road Allotment is up 1.92%. House Bill (HB) 362, passed last year which increased the gas tax, goes into effect January 1, 2016 and as such we've been watching its impact on Class C Road revenues where the projected increase for this year was around 10%. Unfortunately we have recently learned that HB 60, passed in this last legislative session, will negate the anticipated 10% increase from HB 362.
- 3) The attached General Fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget.
- 4) General Fund expenditures are at 79.15% of budget for the year to date. Where we have completed 91.67% of the fiscal year on the time horizon, as compared to expenditures at 79.15% of the budget, we are continuing to do a good job of spending within the budget.
- 5) The revenue comparison schedule attached to this report does show a mixed bag. Most fund revenues are up in comparison to prior years, while a few others are down. In addition, some impact fee revenues are up while others are down. Some variances are likely due to the new impact fee rates which became effective October 2014 and would have affected only part of Fiscal Year 2015, but all of Fiscal Year 2016.
- 6) The Dixie Center Operations revenues are up noticeably in comparison to the prior year due to receipt of \$510,000 from Washington County as a contribution towards the City's economic development activities and programs.
- 7) The RAP Tax Fund's revenues include the recent bond issuance of \$7.9 million. Actual tax revenues receipts to date for this current year total \$1,038,435 which is 74.2% of the \$1.4 million budgeted.
- 8) The City Treasurer's investment reports for February through May 2016 are attached.

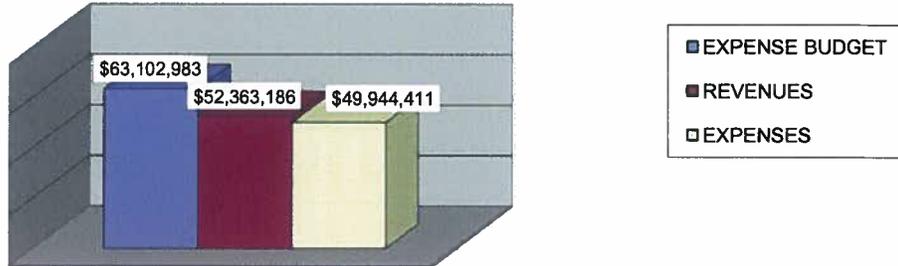
If there are any questions, comments, or concerns, please feel free to contact me at any time at either deanna.brklacich@sgcity.org or at 627-4004.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2016

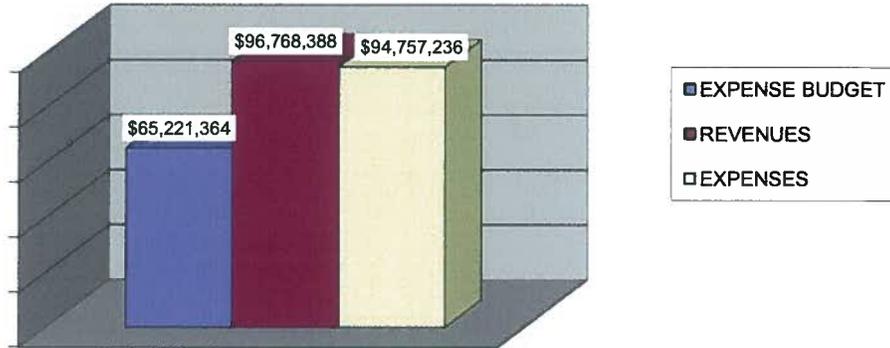


CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
 5/31/2016

GENERAL FUND

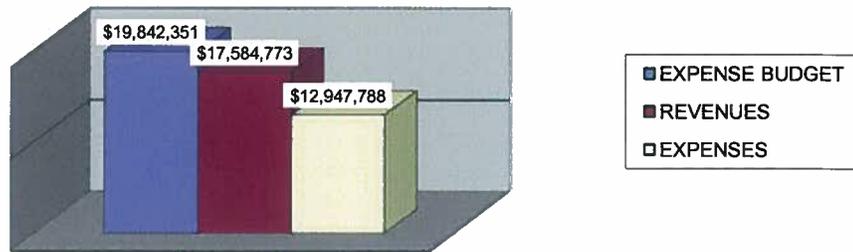


ELECTRIC UTILITY



Note: Invoices for power purchases have a one-month lag and therefore expenses are generally understated in comparison to revenues. Both the Revenue and Expenditure amounts include adjustments to record the recent bond refunding which inflates the amounts shown above. Without the bond refunding entries, Revenues are \$56,143,388 and Expenses are \$47,524,390.

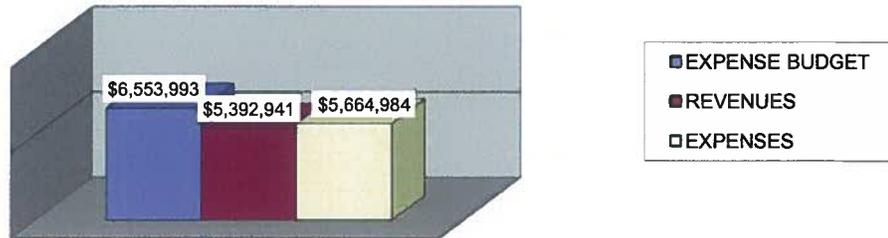
WATER UTILITY



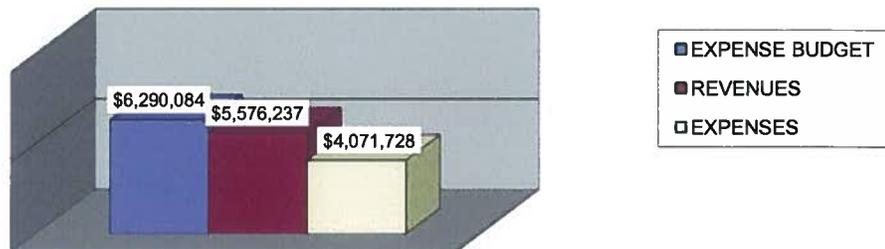
Note: Invoices for water purchases from the Water Conservancy District have a one-month lag and therefore expenses are generally understated in comparison to revenues.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2016

WASTEWATER COLLECTION (includes impact)

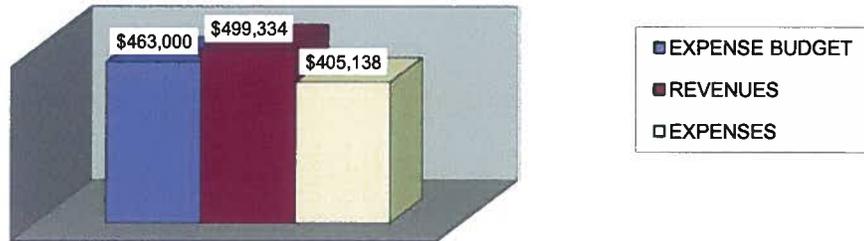


WASTEWATER TREATMENT (includes impact)

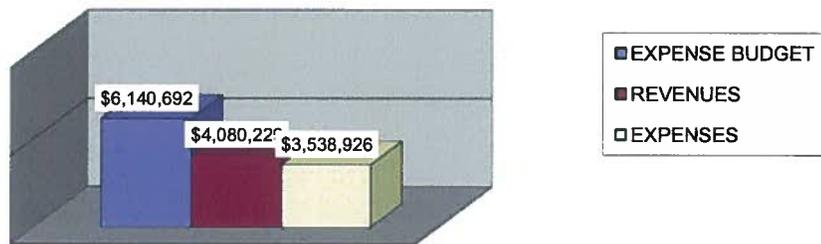


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2016

CDBG BLOCK GRANT FUND

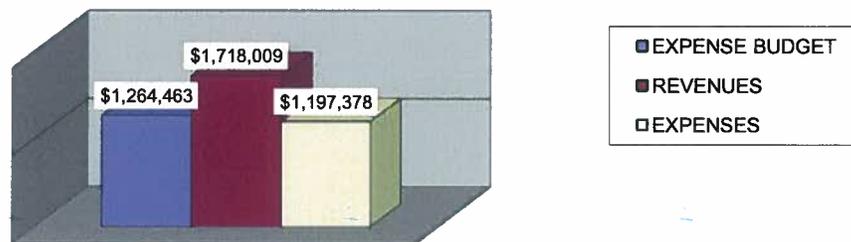


SALES TAX BOND CAP. PROJECT FUND



NOTE: Revenues are derived from year-end transfers from other City funds which received a portion of the bond proceeds and therefore participate in making the annual debt services payments.

DIXIE CENTER OPERATIONS

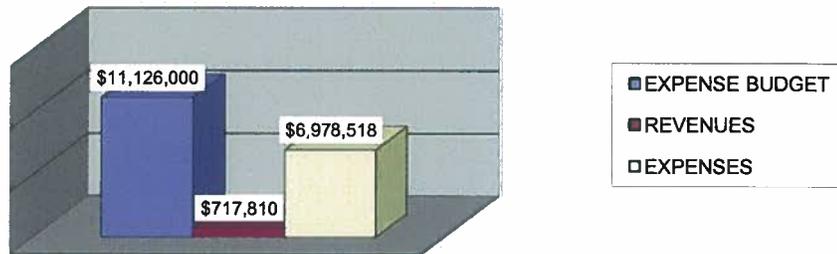


CITY OF ST. GEORGE, UT
 MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
 5/31/2016

CAPITAL EQUIPMENT FUND

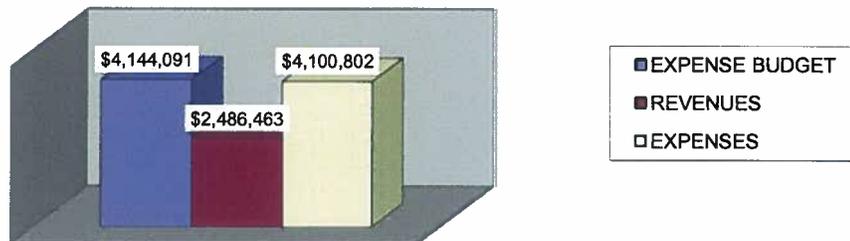


PUBLIC WORKS CAPITAL PROJECTS FUND



NOTE: Most of the Revenues are derived from year-end transfers from other City funds who collectively participate in funding each project (i.e. Transportation Fund, Street Impact, Drainage Impact, etc.)

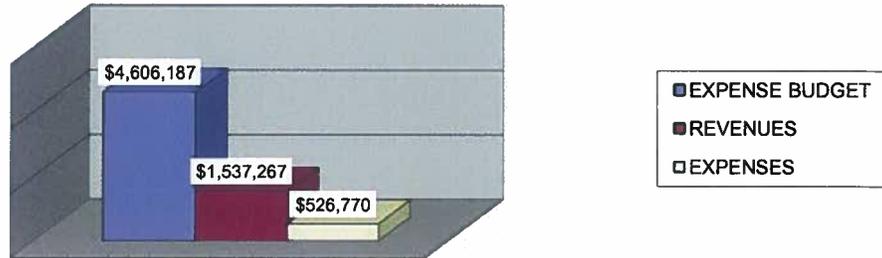
REPLACEMENT AIRPORT FUND



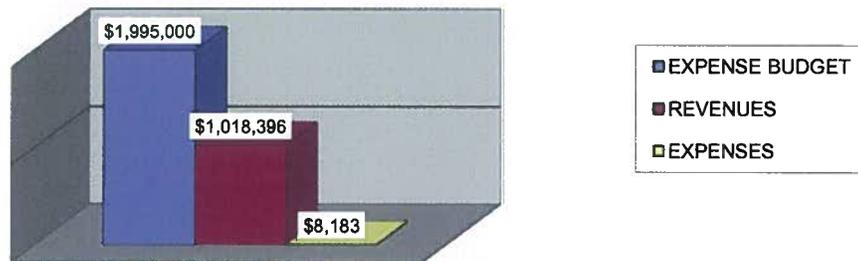
NOTE: Expenditures include a one-time transfer of \$4,080,000 to transfer a portion of unused funding from the 2009 Sales Tax Revenue Bonds (STRB) back to the STRB fund to be used towards other transportation improvement infrastructure projects such as the River Road Bridge and Road widening project.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2016

PARK IMPACT FUND

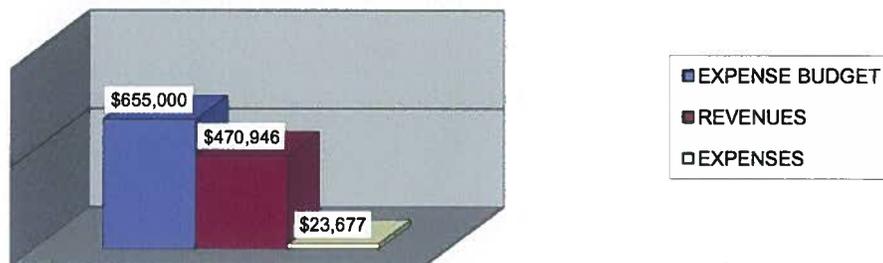


STREET IMPACT FUND



NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

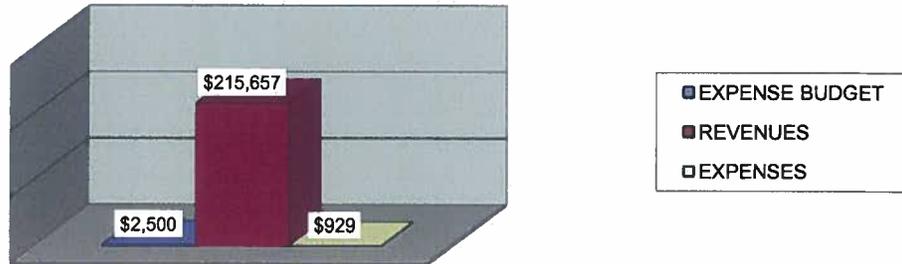
DRAINAGE IMPACT FUND



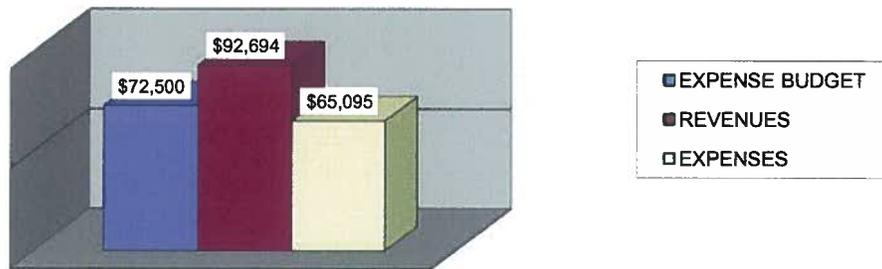
NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2016

FIRE IMPACT FUND

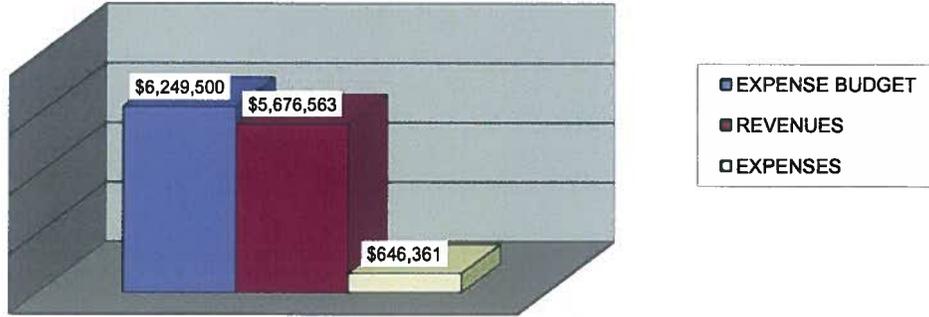


POLICE IMPACT FUND



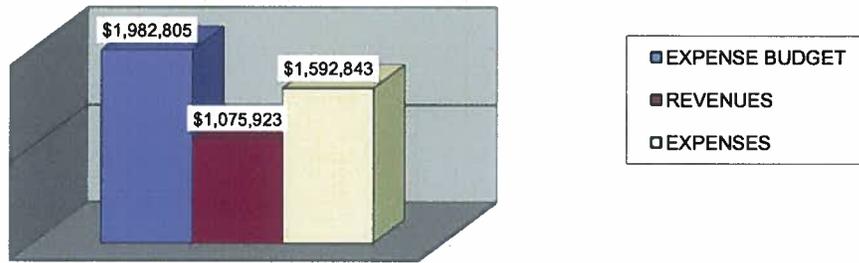
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
5/31/2016

TRANSPORTATION IMPROVEMENT FUND (TIF)

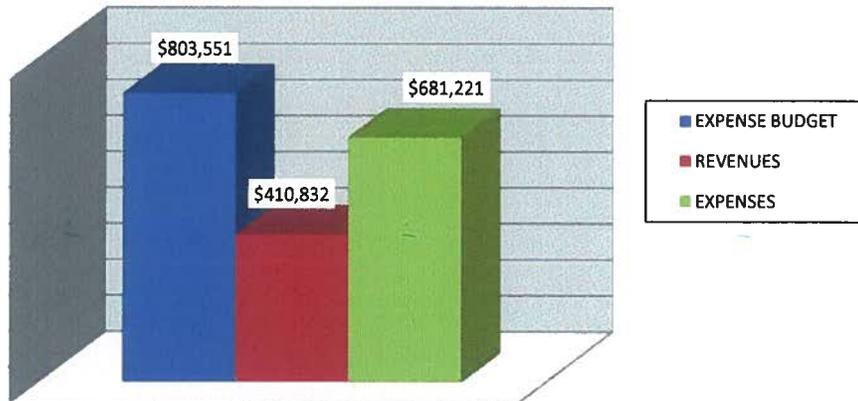


NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

SUNTRAN TRANSIT FUND



SWITCHPOINT RESOURCE CENTER



CITY OF ST. GEORGE, UT
 GENERAL FUND REVENUES
 ELEVEN MONTHS ENDED MAY 31, 2016

91.67% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU MAY 31, 2016	PCT RECEIVED
CURRENT PROPERTY TAXES	8,350,000	8,298,762	99.39%
FEES ASSESSED	1,300,000	676,638	52.05%
FRANCHISE TAXES	7,000,000	6,239,511	89.14%
DELINQUENT TAXES	350,000	241,824	69.09%
GENERAL SALES TAXES	16,950,000	16,189,805	95.52%
BUSINESS LICENSES	600,000	608,965	101.49%
LICENSE FEES - RENTAL ORDINANCE	180,000	62,220	34.57%
ELECTION FILING FEES	0	0	#DIV/0!
TRUCK-N-GO PERMITS	4,500	960	21.33%
BUILDING PERMITS	1,500,000	1,434,410	95.63%
DOG LICENSES	32,000	22,600	70.63%
FEDERAL GRANTS	240,543	182,081	75.70%
STATE GRANTS	633,768	402,004	63.43%
CLASS C ROAD ALLOTTMENT	2,810,000	2,556,452	90.98%
LIQUOR FUND ALLOTTMENT	104,000	101,627	97.72%
RESOURCE OFFICER CONTRIB.	602,932	602,932	100.00%
PLANNING FEES	300,000	380,695	126.90%
AIR QUALITY FEES	30,000	36,336	121.12%
SPECIAL POLICE SERVICES	55,000	79,840	145.16%
E-911 SERVICES	960,000	909,102	94.70%
OTHER CITIES DISPATCH FEES	773,198	773,198	100.00%
POLICE TRAINING CLASSES	2,000	5,915	295.75%
MUSEUM DONATIONS	475	591	124.38%
MUSEUM ADMISSION FEES	9,000	8,780	97.56%
NJCAA TOURNAMENT	0	0	#DIV/0!
COMMUNITY ARTS BLDG RENTALS	1,000	8,220	822.00%
OPERA HOUSE PERFORMANCES	1,500	0	0.00%
ELECTRIC THEATER RENTALS	60,400	8,960	14.83%
TRIPAK PASS SALES	0	-34	#DIV/0!
WALKING TOUR REVENUES	3,000	1,670	55.67%
SOCIAL HALL RENTALS	20,000	15,483	77.42%
EXHIBITS - COLLECTIONS	6,000	11,604	193.40%
NATURE CENTER	22,000	27,504	125.02%
AQUATIC CENTER	350,000	267,313	76.38%
YOUTH SPORTS	100,000	88,209	88.21%
ADULT SPORTS	50,000	40,416	80.83%
RACES	300,000	254,755	84.92%
SOFTBALL LEAGUES	360,000	333,840	92.73%
ARTS FAIR REVENUE	40,000	36,485	91.21%
SPECIAL COMMUNITY EVENTS	2,600	1,061	40.81%
SWIMMING POOL FEES	116,800	58,815	50.36%
RECREATION FEES	5,000	6,330	126.59%

CITY OF ST. GEORGE, UT
 GENERAL FUND REVENUES
 ELEVEN MONTHS ENDED MAY 31, 2016

91.67% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU MAY 31, 2016	PCT RECEIVED
RECREATION CENTER FEES	143,000	131,075	91.66%
OPERA HOUSE RENTALS	12,000	10,558	87.98%
RECREATION FACILITY RENTALS	30,000	30,797	102.66%
TENNIS CLASSES ETC.	120,000	129,734	108.11%
MARATHON REVENUES	759,700	124,686	16.41%
RECREATION CLASS FEES	0	1,320	#DIV/0!
ST GEORGE CAROUSEL	30,000	13,057	43.52%
CEMETERY LOT SALES	120,000	134,640	112.20%
BURIAL FEES	125,000	126,435	101.15%
TRAFFIC SCHOOL FEES	45,000	40,469	89.93%
COURT FINES	940,000	753,251	80.13%
POLICE WARRANTS	16,000	18,000	112.50%
ACE PENALTIES	35,000	12,689	36.25%
ACE COSTS	10,000	2,707	27.07%
ACE ABATEMENTS	0	0	#DIV/0!
INTEREST EARNINGS	85,000	102,409	120.48%
RENTS AND ROYALTIES	30,000	47,789	159.30%
SALE OF PROPERTY	30,000	70,034	233.45%
POLICE EVIDENCE IMPOUND	2,500	8,645	345.81%
LEASE AGREEMENTS	1,355,900	0	0.00%
MISCELLANEOUS SUNDRY REVENUES	75,000	56,512	75.35%
ORTHOGRAPHY MAPS	500	55	11.10%
MISS ST GEORGE PRINCESS	0	1,162	#DIV/0!
COMPOST SALES - REUSE	30,000	16,718	55.73%
ROADBASE SALES - REUSE	2,500	977	39.09%
AIRPORT REVENUES	961,562	984,621	102.40%
MAINTENANCE AT AIRPORT	7,100	6,524	91.89%
CONTRIBUTIONS FROM OTHER	100,000	8,473	8.47%
TRANSFERS FROM OTHER FUNDS	9,565,330	4,557,607	47.65%
CONTRIBUTIONS FROM PRIVATE	20,000	27,459	137.29%
MEDIAN LANDSCAPE FEES	15,000	4,901	32.67%
ANIMAL SHELTER DONATIONS	0	-2,924	#DIV/0!
ANIMAL TRAINING DONATIONS	0	6,675	#DIV/0!
POLICE PROJECT LIFESAVER	0	1,282	#DIV/0!
APPROPRIATED FUND BALANCE			
RED HILLS GOLF COURSE	762,885	644,026	84.42%
GOLF ADMINISTRATION	49,100	75,783	154.34%
SOUTHGATE GOLF COURSE	1,194,575	1,096,349	91.78%
ST GEORGE GOLF CLUB	700,915	621,386	88.65%
SUNBROOK GOLF COURSE	1,503,700	1,521,427	101.18%
TOTAL GENERAL FUND REVENUES	63,102,983	52,363,186	82.98%

CITY OF ST. GEORGE, UT
 EXPENDITURE STATUS REPORT BY CATEGORY
 ELEVEN MONTHS ENDED MAY 31, 2016

91.67% OF THE BUDGET YEAR

GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU MAY 31, 2016	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	608,700	514,615	94,085	84.54%
CITY MANAGER	270,803	244,509	26,294	90.29%
HUMAN RESOURCES	441,350	362,845	78,505	82.21%
ADMINISTRATIVE SERVICES (FINANCE)	2,007,015	1,757,392	249,623	87.56%
TECHNOLOGY SERVICES	1,386,412	1,227,215	159,197	88.52%
LEGAL SERVICES	1,298,092	1,086,418	211,674	83.69%
BUILDING MAINTENANCE	1,895,754	1,426,013	469,741	75.22%
ELECTIONS	69,000	58,830	10,170	85.26%
PLANNING COMMISSION	12,700	7,600	5,100	59.84%
POLICE	13,795,468	12,335,912	1,459,556	89.42%
HIDTA GRANT	153,573	137,864	15,709	89.77%
POLICE DISPATCH	3,259,282	2,549,248	710,034	78.22%
CCJJ GRANT	51,500	42,598	8,902	82.71%
SAFG (State Asset Forfeiture Grant)	49,860	21,100	28,760	42.32%
FIRE DEPARTMENT	5,331,584	4,210,961	1,120,623	78.98%
CODE ENFORCEMENT	182,299	136,188	46,111	74.71%
PUBLIC WORKS ADMINISTRATION	289,605	172,686	116,919	59.63%
STREETS	5,106,072	4,065,858	1,040,214	79.63%
FLEET MAINTENANCE	2,892,190	1,220,736	1,671,454	42.21%
ENGINEERING	737,188	645,024	92,164	87.50%
PARKS	5,501,420	4,700,217	801,203	85.44%
DESIGN	735,280	621,717	113,563	84.56%
NATURE CENTER & YOUTH PROGRAMS	99,086	73,216	25,870	73.89%
SOFTBALL PROGRAMS	358,685	255,233	103,452	71.16%
SPORTS FIELD MAINTENANCE	623,616	507,147	116,469	81.32%
SPECIAL EVENTS & PROGRAMS	319,845	256,507	63,338	80.20%
YOUTH SPORTS PROGRAMS	173,351	147,182	26,169	84.90%
ADULT SPORTS PROGRAMS	190,502	142,684	47,818	74.90%
RECREATION	595,947	435,692	160,255	73.11%
EXHIBITS AND COLLECTIONS	247,694	239,552	8,142	96.71%
COMMUNITY ARTS	301,033	255,580	45,453	84.90%
HISTORIC OPERA HOUSE	84,714	62,363	22,351	73.62%
HISTORIC COURTHOUSE	23,200	18,916	4,284	81.53%
LEISURE SERVICES ADMINISTRATN	327,530	313,820	13,710	95.81%
RECREATION CENTER	560,079	428,674	131,405	76.54%
MARATHON	652,142	563,671	88,471	86.43%
COMMUNITY CENTER	3,300	1,958	1,342	59.34%
ELECTRIC THEATER	29,200	19,616	9,584	67.18%
CEMETERY	516,464	440,284	76,180	85.25%
ECONOMIC DEVELOPMENT & HOUSING	527,128	271,885	255,243	51.58%
DEVELOPMENT SERVICES ADMIN.	1,906,184	1,645,282	260,902	86.31%
DEBT SERVICE	28,395	26,029	2,366	91.67%
TRANSFERS TO OTHER FUNDS	2,556,825	256,265	2,300,560	10.02%
AIRPORT	1,048,599	859,525	189,074	81.97%
SWIMMING POOL	237,537	141,936	95,601	59.75%
SAND HOLLOW AQUATIC CENTER	872,510	734,128	138,382	84.14%
RED HILLS GOLF COURSE	615,576	600,757	14,819	97.59%
GOLF ADMINISTRATION	213,861	140,692	73,169	65.79%
SOUTHGATE GOLF COURSE	1,117,816	1,018,649	99,167	91.13%
ST GEORGE GOLF CLUB	1,092,578	946,929	145,649	86.67%
SUNBROOK GOLF COURSE	1,704,439	1,594,696	109,743	93.56%
TOTAL GENERAL FUND	63,102,983	49,944,411	13,158,572	79.15%

CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
ELEVEN MONTHS ENDED MAY 31, 2016

	FYE JUNE 2016	FYE JUNE 2015	FY2016 as a % of FY2015
GENERAL FUND:			
PROPERTY TAXES	9,217,224	9,047,877	101.87%
FRANCHISE TAXES	6,239,511	6,043,273	103.25%
SALES TAXES	16,189,805	14,958,272	108.23%
BUSINESS LICENSES	672,145	648,093	103.71%
BUILDING PERMITS	1,457,010	1,318,794	110.48%
FEDERAL GRANTS	182,081	352,228	51.69%
STATE GRANTS	402,004	50,204	800.75%
CLASS "C" ROAD FUNDS	2,556,452	2,508,368	101.92%
LIQUOR FUNDS	101,627	101,658	99.97%
PLANNING FEES	417,031	327,299	127.42%
POLICE FEES (911, ETC.)	2,370,987	2,330,057	101.76%
RECREATION	1,611,229	1,609,719	100.09%
FINES	827,116	906,144	91.28%
CEMETERY	261,075	234,753	111.21%
INTEREST	102,409	74,543	137.38%
AIRPORT	984,621	840,632	117.13%
TRANSFERS	4,557,607	4,244,167	107.39%
OTHER	254,282	266,451	95.43%
GOLF COURSES	3,958,970	3,767,684	105.08%
Total General Fund	52,363,186	49,630,214	105.51%
DIXIE CENTER OPERATIONS	\$1,718,009	\$1,141,780	150.47%
CDBG BLOCK GRANT FUND	\$499,334	\$126,053	396.13%
PARK IMPACT FUND	\$1,537,267	\$1,857,553	82.76%
STREET IMPACT FUND	\$1,018,396	\$931,699	109.31%
DRAINAGE IMPACT FUND	\$470,946	\$382,123	123.24%
FIRE DEPT IMPACT FUND	\$215,657	\$250,874	85.96%
POLICE DEPT IMPACT FUND	\$92,694	\$103,224	89.80%
WATER UTILITY FUND (w/ impact fees)	\$17,584,773	\$16,834,282	104.46%
WASTEWATER COLLECTION (w/impact fees)	\$5,392,941	\$5,453,351	98.89%
ELECTRIC UTILITY (w/impact fees)	\$96,768,388	\$57,299,482	168.88%
REGIONAL WASTEWATER (w/impact fees)	\$5,576,237	\$5,292,615	105.36%
SUNTRAN TRANSIT FUND	\$1,075,923	\$2,242,481	47.98%
TRANS. IMPROV. FUND	\$5,676,563	\$4,606,585	123.23%
REPLMNT AIRPORT FUND	\$2,486,463	\$275,000	904.17%
SWITCHPOINT FUND	\$410,832	\$85,155	482.45%
RAP TAX FUND	\$8,965,580	\$246	3639957.92%

CITY OF ST. GEORGE, UT
 MONTHLY COUNCIL REPORT
 ELEVEN MONTHS ENDED MAY 31, 2016

	<u>ADJUSTED EXPENSE BUDGET</u>	<u>REVENUE</u>	<u>EXPENDITURES</u>	
10 GENERAL FUND (includes Golf Courses)	\$63,102,983	\$52,363,186	\$49,944,411	79.15%
53 & 83 ELECTRIC FUND (includes impact)	\$65,221,364	\$96,768,388	\$94,757,236	145.29%
51 & 81 WATER FUND (includes impact)	\$19,842,351	\$17,584,773	\$12,947,788	65.25%
52 & 82 WASTEWATER COLLECT (includes impact)	\$6,553,993	\$5,392,941	\$5,664,984	86.44%
62 & 86 WASTEWATER TREATMNT (includes impact)	\$6,290,084	\$5,576,237	\$4,071,728	64.73%
32 CDBG BLOCK GRANT FUND	\$463,000	\$499,334	\$405,138	87.50%
84 SALES TAX BOND - CAPITAL PROJ FUND	\$6,140,692	\$4,080,229	\$3,538,926	57.63%
30 DIXIE CENTER OPERATIONS	\$1,264,463	\$1,718,009	\$1,197,378	94.69%
40 CAPITAL EQUIPMENT FUND	\$10,980,778	\$879,268	\$3,598,865	32.77%
87 PUBLIC WORKS CAPITAL PROJ FUND	\$11,126,000	\$717,810	\$6,978,518	62.72%
88 REPLACEMENT AIRPORT CONST. FUND	\$4,144,091	\$2,486,463	\$4,100,802	98.96%
44 PARK IMPACT FUND	\$4,606,187	\$1,537,267	\$526,770	11.44%
45 STREET IMPACT FUND	\$1,995,000	\$1,018,396	\$8,183	0.41%
47 DRAINAGE IMPACT FUND	\$655,000	\$470,946	\$23,677	3.61%
48 FIRE IMPACT FUND	\$2,500	\$215,657	\$929	37.15%
49 POLICE IMPACT FUND	\$72,500	\$92,694	\$65,095	89.79%
64 SUNTRAN TRANSIT FUND	\$1,982,805	\$1,075,923	\$1,592,843	80.33%
27 TRANSPORTATION IMPROV FUND	\$6,249,500	\$5,676,563	\$646,361	10.34%
21 SWITCHPOINT RESOURCE CENTER	\$803,551	\$410,832	\$681,221	84.78%
80 RAP TAX FUND	\$9,084,599	\$8,965,580	\$1,546,972	17.03%

City of St. George
DEPOSITS AND INVESTMENTS
5/31/2016

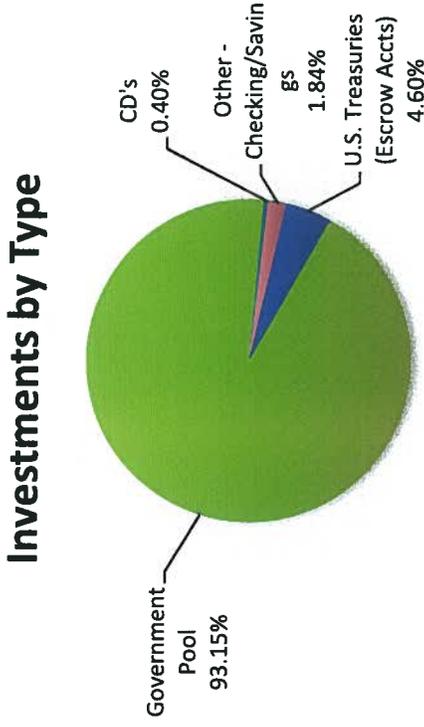
Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Hold at or s/k Location	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.1500	05/31/16	05/01/16	\$ 97,612.74	1	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	05/31/16	05/01/16	\$ 1,200,658.65	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	05/31/16	05/01/16	\$ -	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Public Money Market	0.3000	05/31/16	05/01/16	\$ 176,512.28	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.6500	03/19/16	03/19/15	\$ 482,870.83	Q	CVB	1.00	CD's	Cache Valley	General
Cache Valley Bank	Checking - General	-	05/31/16	05/01/16	\$ 708,989.19	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Utilities & Payroll	-	05/31/16	05/01/16	\$ -	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Other	-	05/31/16	05/01/16	\$ 89.63	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Savings	0.3000	05/31/16	05/01/16	\$ 11,229.58	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.8873	05/31/16	05/01/16	\$ 101,085,879.81	65	UPTIF	1.00	Govt. Pool	UPTIF	General, Water, Elec, Swr, Self Ins
State Treasurer	PTIF - 0983 Performance Bond	0.8873	05/31/16	05/01/16	\$ -	65	UPTIF	1.00	Govt. Pool	UPTIF	General (Performance Bonds)
State Treasurer	PTIF - 2037 Community Arts	0.8873	05/31/16	05/01/16	\$ 116,452.54	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 2038 Community Arts Interest	0.8873	05/31/16	05/01/16	\$ 15,861.59	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 5033 Retainage	0.8873	05/31/16	05/01/16	\$ 106.35	65	UPTIF	1.00	Govt. Pool	UPTIF	Various (Retainage Held)
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.8873	05/31/16	05/01/16	\$ 287,593.57	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.8873	05/31/16	05/01/16	\$ 17,471.45	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Revenue Refunding 2009 Bond	0.0200	05/31/16	05/01/16	\$ 169,007.80	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	MBA Lease Rev Bonds 1998	-	05/31/16	05/01/16	\$ 1,688,051.62	42	US Bank	1.00	U.S. Treasuries	F.Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	05/31/16	05/01/16	\$ 0.01	42	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	General
U.S. Bank	Electric Revenue Bonds 2005 Bond	-	05/31/16	05/01/16	\$ 1,182,125.00	33	US Bank	1.00	U.S. Treasuries	F.Am. Treas	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.0100	05/31/16	05/01/16	\$ -	46	US Bank	1.00	U.S. Treasuries	F.Am. Gov	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.8873	05/31/16	05/01/16	\$ 494,597.67	65	US Bank	1.00	Govt. Pool	UPTIF	General (Airport)
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.8873	05/31/16	05/01/16	\$ 350,000.00	65	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Rev Refunding Ser 2011 Bond	0.0300	05/31/16	05/01/16	\$ -	1	US Bank	1.00	Other	USB Mmkt	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Refunding Bn 2013 Bond	0.8873	05/31/16	05/01/16	\$ 1,132,405.48	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
U.S. Bank	Electric Revenue Refunding 2016 COI	0.8873	05/31/16	05/01/16	\$ 5,366.72	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.1138	05/31/16	05/01/16	\$ 372,356.25	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.8873	05/31/16	05/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.1138	05/31/16	05/01/16	\$ 1,299,744.04	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.8873	05/31/16	05/01/16	\$ 48.21	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	Franchise Tax 2014 Bond Fund	0.8873	05/31/16	05/01/16	\$ 175,862.80	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	Franchise Tax 2014 Project Acct	0.8873	05/31/16	05/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Water Rev 2004A Bond	0.8873	05/31/16	05/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.8873	05/31/16	05/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	GO Ser 2014 Bond Fund	0.8873	05/31/16	05/01/16	\$ 52.31	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ser 2014 COI	0.8873	05/31/16	05/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Bond accts - temp SID & misc.	0.8873	05/31/16	05/01/16	\$ 864,857.14	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 93B Reserve	0.0100	05/31/16	05/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1993 B Bond	0.0100	05/31/16	05/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	05/31/16	05/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2011 Bond	0.1138	05/31/16	05/01/16	\$ 943,832.91	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Franchise Tax 2015 Bond Project (RAP)	0.8873	05/31/16	05/01/16	\$ 6,378,663.18	65	Zion's	1.00	Govt. Pool	UPTIF	RAP Tax Fund
Zion's FNB	Bond accts - temp SID & misc.	0.0100	05/31/16	05/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Various
				TOTAL =	119,256,299.35						

* Average Days to Maturity updated monthly.

** Interest Rate updated monthly for bond escrow accounts.

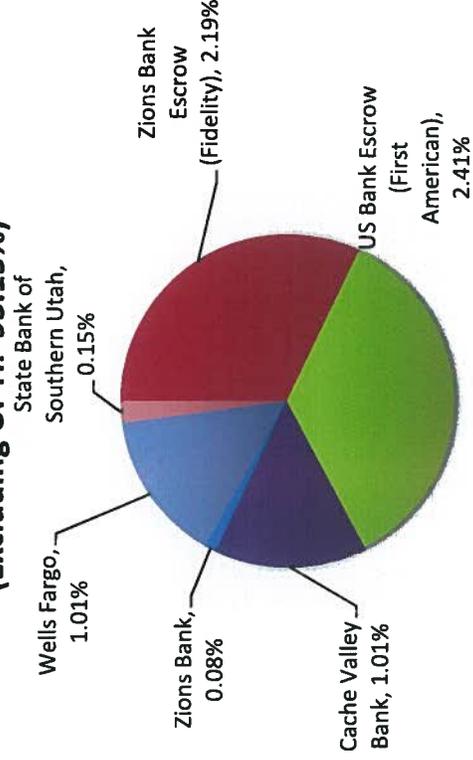
City of St George
DEPOSITS AND INVESTMENTS
5/31/2016

<u>Portfolio Composition</u>	<u>Amount</u>	<u>Percentage</u>
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	5,486,109.83	4.60%
Agencies	-	0.00%
Government Pool	111,094,226.62	93.15%
Mutual Funds	-	0.00%
CD's	482,870.83	0.40%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	2,195,092.07	1.84%
Total	119,258,299.35	100.00%



<i>Investments by Issuer:</i>		
UPTIF (State Pool)	111,094,226.62	93.15%
Zions Bank Escrow (Dreyfus)	-	0.00%
Zions Bank Escrow (Fidelity)	2,615,933.20	2.19%
US Bank Escrow (Assured Guar.)	0.01	0.00%
US Bank Escrow (First American)	2,870,176.62	2.41%
Cache Valley Bank	1,203,179.23	1.01%
Zions Bank	97,612.74	0.08%
U.S. Bank	-	0.00%
Wells Fargo	1,200,658.65	1.01%
State Bank of Southern Utah	176,512.28	0.15%
Total	119,258,299.35	100.00%
<i>Portfolios Weighted Average Maturity on</i>	<i>5/31/2016</i>	<i>63.76 days</i>
<i>Portfolios Weighted Average Rate on</i>	<i>5/31/2016</i>	<i>0.83%</i>

**Investments by Issuer
(Excluding UPTIF 93.15%)**



**City of St. George
DEPOSITS AND INVESTMENTS
4/30/2016**

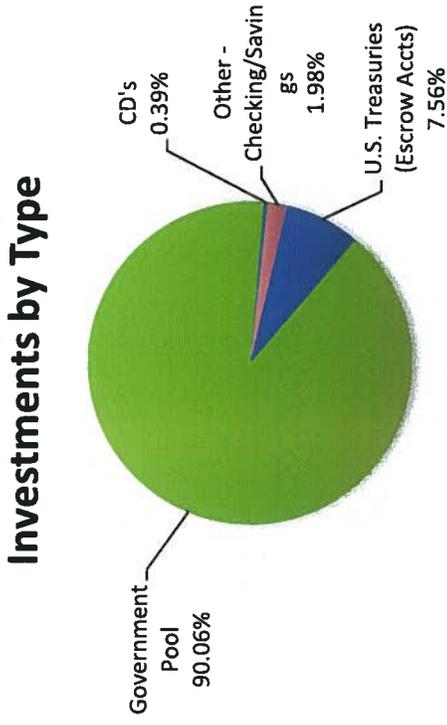
Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Location or s/k	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.1500	04/30/16	04/01/16	\$ 96,232.47	1	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	04/30/16	04/01/16	\$ 466,084.52	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	04/30/16	04/01/16	\$ -	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Public Money Market	0.3000	04/30/16	04/01/16	\$ 175,735.33	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.6500	03/19/16	03/19/15	\$ 482,870.83	Q	CVB	1.00	CD's	Cache Valley	General
Cache Valley Bank	Checking - General	-	04/30/16	04/01/16	\$ 1,447,698.96	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Utilities & Payroll	-	04/30/16	04/01/16	\$ -	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Other	-	04/30/16	04/01/16	\$ 92.22	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Savings	0.3000	04/30/16	04/01/16	\$ 245,787.62	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.8400	04/30/16	04/01/16	\$ 101,617,985.86	65	UPTIF	1.00	Govt. Pool	UPTIF	General, Water, Elec, Swr, Self Ins
State Treasurer	PTIF - 0983 Performance Bond	0.8400	04/30/16	04/01/16	\$ 117,479.63	65	UPTIF	1.00	Govt. Pool	UPTIF	General (Performance Bonds)
State Treasurer	PTIF - 2037 Community Arts	0.8400	04/30/16	04/01/16	\$ 15,861.59	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 2038 Community Arts Interest	0.8400	04/30/16	04/01/16	\$ 94.16	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 5033 Retainage	0.8400	04/30/16	04/01/16	\$ 190,278.38	65	UPTIF	1.00	Govt. Pool	UPTIF	Various (Retainage Held)
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.8400	04/30/16	04/01/16	\$ 27,445.56	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.8400	04/30/16	04/01/16	\$ 106,450.53	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Revenue Refunding 2009 Bond	0.0200	04/30/16	04/01/16	\$ 1,548,301.23	42	US Bank	1.00	U.S. Treasuries	F.Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	MBA Lease Rev Bonds 1998	-	04/30/16	04/01/16	\$ 0.01	42	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	General
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	04/30/16	04/01/16	\$ 2,225,250.00	33	US Bank	1.00	U.S. Treasuries	F.Am.Treas	Electric
U.S. Bank	Electric Revenue Bonds 2005 Bond	0.0100	04/30/16	04/01/16	\$ -	46	US Bank	1.00	U.S. Treasuries	F.Am.Gov	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.8400	04/30/16	04/01/16	\$ 355,393.00	65	US Bank	1.00	Govt. Pool	UPTIF	General (Airport)
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.8400	04/30/16	04/01/16	\$ 351,096.26	65	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Rev Refunding Ser 2011 Bond	0.0300	04/30/16	04/01/16	\$ -	1	US Bank	1.00	Other	USB Mmkt	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Refunding Bn 2013 Bond	0.8400	04/30/16	04/01/16	\$ 1,132,141.28	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
U.S. Bank	Electric Revenue Refunding 2016 Reserve	0.8400	04/30/16	04/01/16	\$ 3,091,418.76	65	US Bank	1.00	Govt. Pool	Assured Guar.	Electric
U.S. Bank	Electric Revenue Refunding 2016 COI	0.8400	04/30/16	04/01/16	\$ 85,346.70	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.1138	04/30/16	04/01/16	\$ 330,382.73	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.8400	04/30/16	04/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.1138	04/30/16	04/01/16	\$ 1,199,081.26	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.8400	04/30/16	04/01/16	\$ 48.18	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	Franchise Tax 2014 Bond Fund	0.8400	04/30/16	04/01/16	\$ 209.09	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	Franchise Tax 2014 Project Acct	0.8400	04/30/16	04/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Water Rev 2004A Bond	0.8400	04/30/16	04/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.8400	04/30/16	04/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	GO Ser 2014 Bond Fund	0.8400	04/30/16	04/01/16	\$ 52.27	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ser 2014 COI	0.8400	04/30/16	04/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Bond accts - temp SID & misc.	0.8400	04/30/16	04/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 93B Reserve	0.0100	04/30/16	04/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1993 B Bond	0.0100	04/30/16	04/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	04/30/16	04/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2011 Bond	0.1138	04/30/16	04/01/16	\$ 873,063.82	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Franchise Tax 2015 Bond Project (RAP)	0.8400	04/30/16	04/01/16	\$ 6,373,288.62	65	Zion's	1.00	Govt. Pool	UPTIF	RAP Tax Fund
Zion's FNB	Bond accts - temp SID & misc.	0.0100	04/30/16	04/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Various
				TOTAL =	122,555,170.87						

* Average Days to Maturity updated monthly.

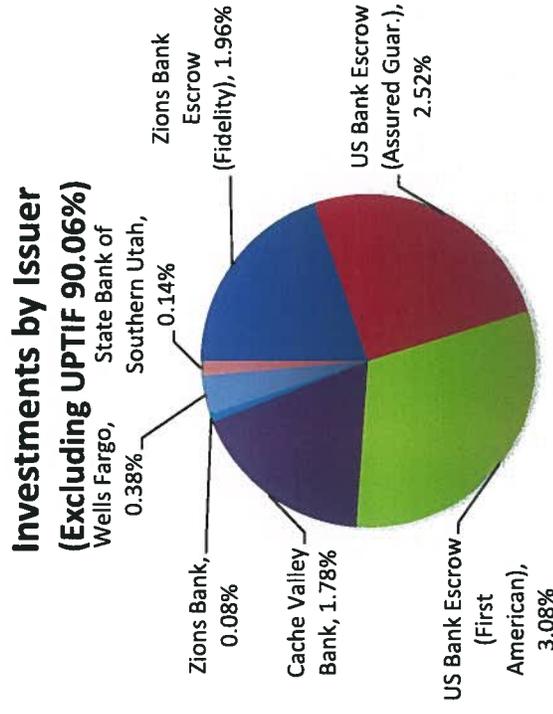
** Interest Rate updated monthly for bond escrow accounts.

City of St George
DEPOSITS AND INVESTMENTS
4/30/2016

Portfolio Composition	Amount	Percentage
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	9,267,497.81	7.56%
Agencies	-	0.00%
Government Pool	110,373,171.11	90.06%
Mutual Funds	-	0.00%
CD's	482,870.83	0.39%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	2,431,631.12	1.98%
Total	122,555,170.87	100.00%



<i>Investments by Issuer:</i>		
UPTIF (State Pool)	110,373,171.11	90.06%
Zions Bank Escrow (Dreyfus)	-	0.00%
Zions Bank Escrow (Fidelity)	2,402,527.81	1.96%
US Bank Escrow (Assured Guar.)	3,091,418.77	2.52%
US Bank Escrow (First American)	3,773,551.23	3.08%
Cache Valley Bank	2,176,449.63	1.78%
Zions Bank	96,232.47	0.08%
U.S. Bank	-	0.00%
Wells Fargo	466,084.52	0.38%
State Bank of Southern Utah	175,735.33	0.14%
Total	122,555,170.87	100.00%



Portfolios Weighted Average Maturity on 4/30/2016 61.83 days

Portfolios Weighted Average Rate on 4/30/2016 0.76%

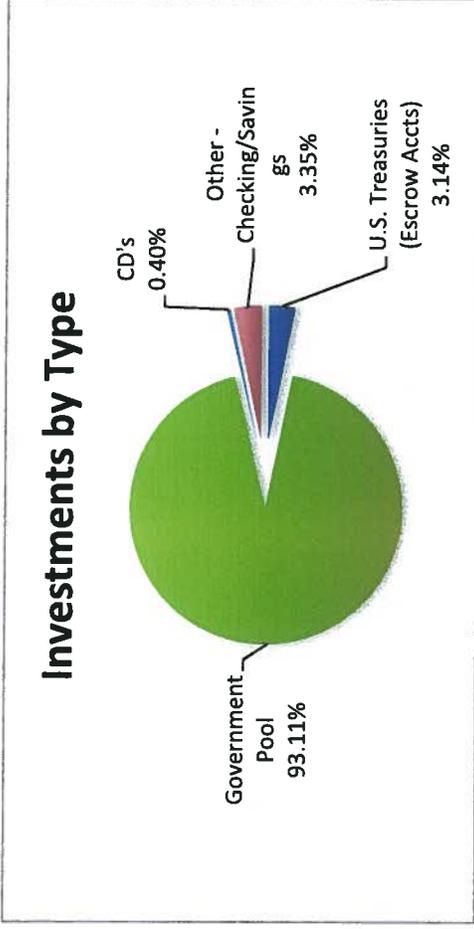
City of St. George
DEPOSITS AND INVESTMENTS
3/31/2016

Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Held at or s/k	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.1500	03/31/16	03/01/16	\$ 95,204.61	1	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	03/31/16	03/01/16	\$ 2,402,129.29	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	03/31/16	03/01/16	-	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Public Money Market	0.3000	03/31/16	03/01/16	\$ 175,132.28	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.6500	03/19/16	03/19/15	\$ 482,870.83	Q	CVB	1.00	CD's	Cache Valley	General
Cache Valley Bank	Checking - General	-	03/31/16	03/01/16	\$ 1,087,700.62	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Utilities & Payroll	-	03/31/16	03/01/16	-	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Other	-	03/31/16	03/01/16	\$ 94.22	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Savings	0.3000	03/31/16	03/01/16	\$ 233,273.80	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.8112	03/31/16	03/01/16	\$ 102,457,658.42	65	UPTIF	1.00	Govt. Pool	UPTIF	General, Water, Elec, Swr, Self Ins
State Treasurer	PTIF - 0983 Performance Bond	0.8112	03/31/16	03/01/16	\$ 116,281.76	65	UPTIF	1.00	Govt. Pool	UPTIF	General (Performance Bonds)
State Treasurer	PTIF - 2037 Community Arts	0.8112	03/31/16	03/01/16	\$ 15,861.59	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 2038 Community Arts Interest	0.8112	03/31/16	03/01/16	\$ 83.00	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 5033 Retainage	0.8112	03/31/16	03/01/16	\$ 190,145.27	65	UPTIF	1.00	Govt. Pool	UPTIF	Various (Retainage Held)
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.8112	03/31/16	03/01/16	\$ 42,426.36	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.8112	03/31/16	03/01/16	\$ 106,376.06	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Revenue Refunding 2009 Bond	0.0100	03/31/16	03/01/16	\$ 1,548,285.03	42	US Bank	1.00	U.S. Treasuries	F. Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	MBA Lease Rev Bonds 1998	-	03/31/16	03/01/16	\$ 0.01	42	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	General
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	03/31/16	03/01/16	\$ -	33	US Bank	1.00	U.S. Treasuries	F. Am. Treas	Electric
U.S. Bank	Electric Revenue Bonds 2005 Bond	0.0100	03/31/16	03/01/16	\$ -	46	US Bank	1.00	U.S. Treasuries	F. Am. Gov	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.8112	03/31/16	03/01/16	\$ 133.63	65	US Bank	1.00	Govt. Pool	UPTIF	General (Airport)
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.8112	03/31/16	03/01/16	\$ 350,851.19	65	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Rev Refunding Ser 2011 Bond	0.0300	03/31/16	03/01/16	\$ -	1	US Bank	1.00	Other	USB Mmkt	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Refunding Bn 2013 Bond	0.8112	03/31/16	03/01/16	\$ 49.66	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.1138	03/31/16	03/01/16	\$ 295,363.65	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.8112	03/31/16	03/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.1138	03/31/16	03/01/16	\$ 1,098,417.36	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.8112	03/31/16	03/01/16	\$ 48.15	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	Franchise Tax 2014 Bond Fund	0.8112	03/31/16	03/01/16	\$ 208.94	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	Franchise Tax 2014 Project Acct	0.8112	03/31/16	03/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Water Rev 2004A Bond	0.8112	03/31/16	03/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.8112	03/31/16	03/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	GO Ser 2014 Bond Fund	0.8112	03/31/16	03/01/16	\$ 52.23	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ser 2014 COI	0.8112	03/31/16	03/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Bond accts - temp SID & misc.	0.8112	03/31/16	03/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 93B Reserve	0.0100	03/31/16	03/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1993 B Bond	0.0100	03/31/16	03/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	03/31/16	03/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2011 Bond	0.1138	03/31/16	03/01/16	\$ 801,504.84	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Franchise Tax 2015 Bond Project (RAP)	0.8112	03/31/16	03/01/16	\$ 7,817,066.27	65	Zion's	1.00	Govt. Pool	UPTIF	RAP Tax Fund
Zion's FNB	Bond accts - temp SID & misc.	0.0100	03/31/16	03/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Various
				TOTAL =	119,317,219.07						

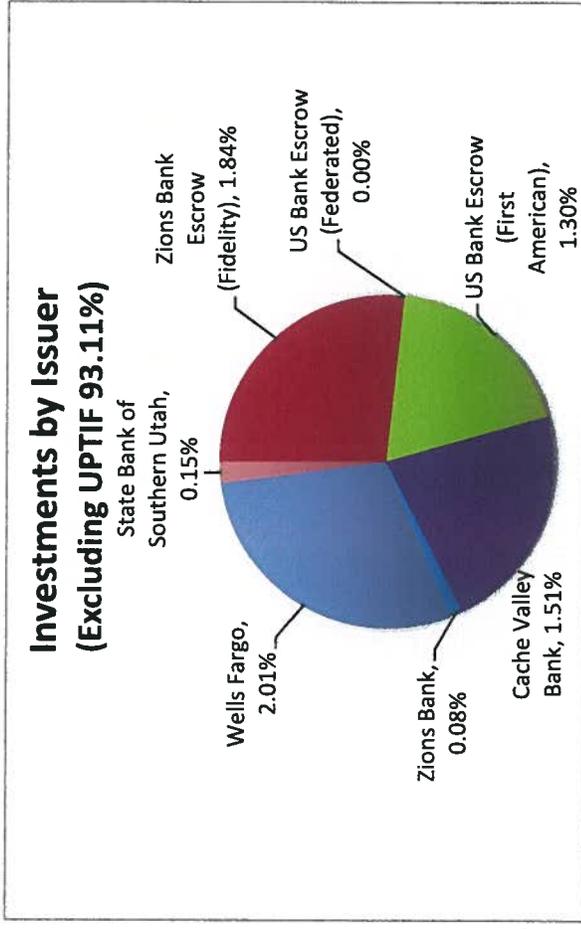
* Average Days to Maturity updated monthly.
** Interest Rate updated monthly for bond escrow accounts.

City of St George
DEPOSITS AND INVESTMENTS
3/31/2016

<u>Portfolio Composition</u>	<u>Amount</u>	<u>Percentage</u>
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	3,743,570.89	3.14%
Agencies	-	0.00%
Government Pool	111,097,242.53	93.11%
Mutual Funds	-	0.00%
CD's	482,870.83	0.40%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	3,993,534.82	3.35%
Total	119,317,219.07	100.00%



<i>Investments by Issuer:</i>		
UPTIF (State Pool)	111,097,242.53	93.11%
Zions Bank Escrow (Dreyfus)	-	0.00%
Zions Bank Escrow (Fidelity)	2,195,285.85	1.84%
US Bank Escrow (Federated)	0.01	0.00%
US Bank Escrow (First American)	1,548,285.03	1.30%
Cache Valley Bank	1,803,939.47	1.51%
Zions Bank	95,204.61	0.08%
U.S. Bank	-	0.00%
Wells Fargo	2,402,129.29	2.01%
State Bank of Southern Utah	175,132.28	0.15%
Total	119,317,219.07	100.00%



Portfolios Weighted Average Maturity on	3/31/2016	63.23 days
Portfolios Weighted Average Rate on	3/31/2016	0.76%

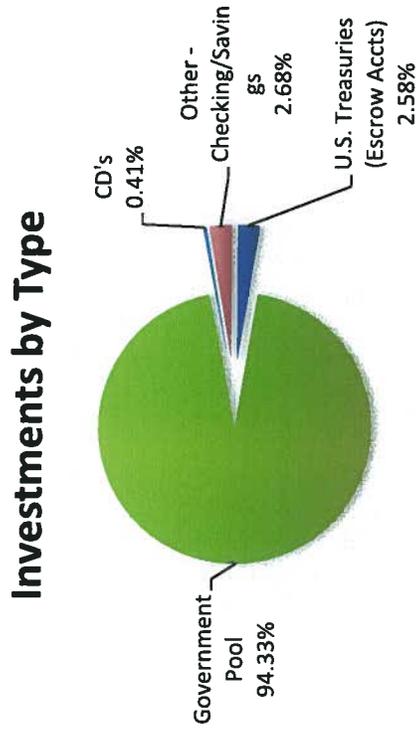
City of St. George
DEPOSITS AND INVESTMENTS
2/29/2016

Name of Bank	Type of Account	Rate**	Due Date or Maturity	Purchase Date	Face Amount (Bank Balance)	Average Days to Maturity*	Held at or s/k Location	Current Market Value	Investment Type	Issuer	Fund that money or investment is assigned to
Zion's FNB	Money Market	0.1500	02/29/16	02/01/16	\$ 93,790.99	1	Zion's	1.00	Other	Zions	General
Wells Fargo Bank	Money Market	0.0100	02/29/16	02/01/16	\$ 1,496,849.00	1	WFB	1.00	Other	WFB	General
U.S. Bank	Checking - Utilities	0.0100	02/29/16	02/01/16	\$ -	1	US Bank	n/a	Other	USB	General
St. Bank So. Ut.	Public Money Market	0.3000	02/29/16	02/01/16	\$ 174,392.06	1	SBSU	n/a	Other	SBSU	General
Cache Valley Bank	T C D	0.6500	03/19/16	03/19/15	\$ 480,489.82	Q	CVB	1.00	CD's	Cache Valley	General
Cache Valley Bank	Checking - General	-	02/29/16	02/01/16	\$ 1,149,676.75	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Utilities & Payroll	-	02/29/16	02/01/16	\$ -	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Checking - Other	-	02/29/16	02/01/16	\$ 94.72	1	CVB	n/a	Other	Cache Valley	General
Cache Valley Bank	Savings	0.3000	02/29/16	02/01/16	\$ 221,341.09	1	CVB	n/a	Other	Cache Valley	General
State Treasurer	PTIF - 0167 General Account	0.7689	02/29/16	02/01/16	\$ 101,829,993.51	65	UPTIF	1.00	Govt. Pool	UPTIF	General, Water, Elec, Swr, Self Ins
State Treasurer	PTIF - 0983 Performance Bond	0.7689	02/29/16	02/01/16	\$ 116,200.59	65	UPTIF	1.00	Govt. Pool	UPTIF	General (Performance Bonds)
State Treasurer	PTIF - 2037 Community Arts	0.7689	02/29/16	02/01/16	\$ 15,861.59	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 2038 Community Arts Interest	0.7689	02/29/16	02/01/16	\$ 71.87	65	UPTIF	1.00	Govt. Pool	UPTIF	Arts Commission
State Treasurer	PTIF - 5033 Retainage	0.7689	02/29/16	02/01/16	\$ 190,012.55	65	UPTIF	1.00	Govt. Pool	UPTIF	Various (Retainage Held)
State Treasurer	PTIF - 5178 New PD Task Force Seizure	0.7689	02/29/16	02/01/16	\$ 42,396.75	65	UPTIF	1.00	Govt. Pool	UPTIF	General
State Treasurer	PTIF - 5737 Warranty Deposits	0.7689	02/29/16	02/01/16	\$ 230,300.92	65	UPTIF	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Revenue Refunding 2009 Bond	0.0200	02/29/16	02/01/16	\$ 1,032,202.18	42	US Bank	1.00	U.S. Treasuries	F.Am. Prime Ob	Sales Tax Bond Fund
U.S. Bank	MBA Lease Rev Bonds 1998	-	02/29/16	02/01/16	\$ 4,582.50	42	US Bank	1.00	U.S. Treasuries	Fed Auto Gov	General
U.S. Bank	Electric Revenue Bonds 2008 Bond	-	02/29/16	02/01/16	\$ -	33	US Bank	1.00	U.S. Treasuries	F.Am. Treas	Electric
U.S. Bank	Electric Revenue Bonds 2005 Bond	0.0100	02/29/16	02/01/16	\$ -	46	US Bank	1.00	U.S. Treasuries	F.Am. Gov	Electric
U.S. Bank	Excise Tax Rev Bonds 2009A & B Bond	0.7689	02/29/16	02/01/16	\$ 133.55	65	US Bank	1.00	Govt. Pool	UPTIF	General (Airport)
U.S. Bank	Excise Tax Rev Bonds 2009A & B Reserve	0.7689	02/29/16	02/01/16	\$ 350,634.01	65	US Bank	1.00	Govt. Pool	UPTIF	General
U.S. Bank	Sales Tax Rev Refunding Ser 2011 Bond	0.0300	02/29/16	02/01/16	\$ -	1	US Bank	1.00	Other	USB Mmkt	Sales Tax Bond Fund
U.S. Bank	Electric Revenue Refunding Bn 2013 Bond	0.7689	02/29/16	02/01/16	\$ 49.63	65	US Bank	1.00	Govt. Pool	UPTIF	Electric
Zion's FNB	St George Water Rev Ref 2012 Bond Fund	0.1138	02/29/16	02/01/16	\$ 260,355.09	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.7689	02/29/16	02/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	Water Rev Ref 2013 Bond	0.1138	02/29/16	02/01/16	\$ 997,789.67	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	GO Ref Bond, Ser 2010 BF	0.7689	02/29/16	02/01/16	\$ 48.12	65	Zion's	1.00	Govt. Pool	UPTIF	Various
Zion's FNB	Franchise Tax 2014 Bond Fund	0.7689	02/29/16	02/01/16	\$ 208.81	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	Franchise Tax 2014 Project Acct	0.7689	02/29/16	02/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Public Works/Capital Projects
Zion's FNB	UWFA Water Rev 2004A Bond	0.7689	02/29/16	02/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Water
Zion's FNB	UWFA Sewer 2004A Bond Fund	0.7689	02/29/16	02/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	Wastewater
Zion's FNB	GO Ser 2014 Bond Fund	0.7689	02/29/16	02/01/16	\$ 52.20	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	GO Ser 2014 COI	0.7689	02/29/16	02/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Bond accts - temp SID & misc.	0.7689	02/29/16	02/01/16	\$ -	65	Zion's	1.00	Govt. Pool	UPTIF	General
Zion's FNB	Swr Rev 93B Reserve	0.0100	02/29/16	02/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	Swr Rev 1993 B Bond	0.0100	02/29/16	02/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Wastewater
Zion's FNB	St George Water Rev Ref 2011 Bond	0.0100	02/29/16	02/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Water
Zion's FNB	St George Water Rev Ref 2011 Bond	0.1138	02/29/16	02/01/16	\$ 729,972.09	38	Zion's	1.00	U.S. Treasuries	Fidelity	Water
Zion's FNB	St George Water Rev Ref 2011 Bond	0.7689	02/29/16	02/01/16	\$ 7,812,227.40	65	Zion's	1.00	Govt. Pool	UPTIF	RAP Tax Fund
Zion's FNB	Bond accts - temp SID & misc.	0.0100	02/29/16	02/01/16	\$ -	45	Zion's	1.00	U.S. Treasuries	Dreyfus	Various
				TOTAL =	117,229,727.46						

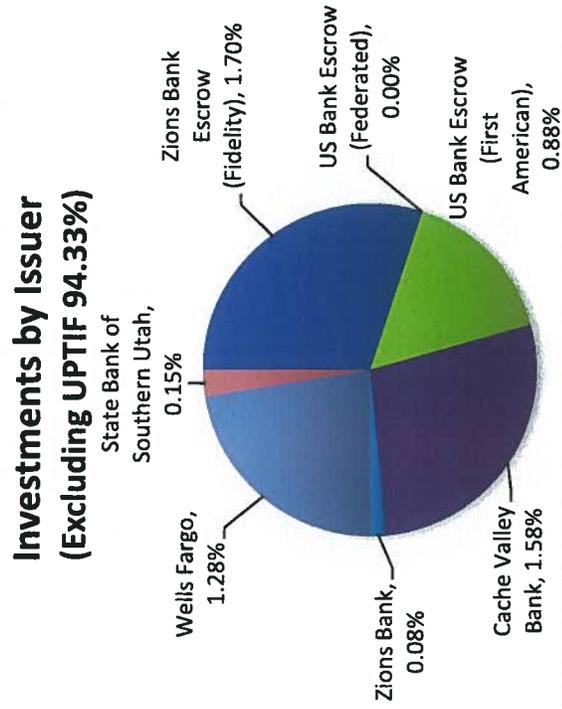
* Average Days to Maturity updated monthly.
** Interest Rate updated monthly for bond escrow accounts.

City of St George
DEPOSITS AND INVESTMENTS
2/29/2016

Portfolio Composition	Amount	Percentage
<i>Investments by Type:</i>		
U.S. Treasuries (Escrow Accts)	3,024,901.53	2.58%
Agencies	-	0.00%
Government Pool	110,588,191.50	94.33%
Mutual Funds	-	0.00%
CD's	480,489.82	0.41%
Banker Acceptance	-	0.00%
Repos	-	0.00%
Other - Checking/Savings	3,136,144.61	2.68%
Total	117,229,727.46	100.00%



<i>Investments by Issuer:</i>		
UPTIF (State Pool)	110,588,191.50	94.33%
Zions Bank Escrow (Dreyfus)	-	0.00%
Zions Bank Escrow (Fidelity)	1,988,116.85	1.70%
US Bank Escrow (Federated)	4,582.50	0.00%
US Bank Escrow (First American)	1,032,202.18	0.88%
Cache Valley Bank	1,851,602.38	1.58%
Zions Bank	93,790.99	0.08%
U.S. Bank	-	0.00%
Wells Fargo	1,496,849.00	1.28%
State Bank of Southern Utah	174,392.06	0.15%
Total	117,229,727.46	100.00%
<i>Portfolios Weighted Average Maturity on</i>	2/29/2016	63.81 days
<i>Portfolios Weighted Average Rate on</i>	2/29/2016	0.73%



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

Date Submitted 2016-06-27 11:14:21

Applicant Development Solutions Group

Quick Title Public Hearing, Zone Change, and Ord From R-1-12 to RE-20

Subject Consider a zone change on 8.16 acres from R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size) to RE-20 (Residential Estate 20,000 sq. ft. minimum lot size). The property is generally located southwest of Seegmiller Drive and east of Little Valley Road and is located in the W ½ Sec. 10, T43S, R15W, SLB&M.

Discussion The property was previously approved by City Council as R-1-12. At that time, the applicant agreed to include a 100 ft. buffer (not required by General Plan Map) along the north side. However, the applicant is now returning with a request for a portion of the land to be re-zoned to RE-20 (8.16 acres) and eliminate the 100' buffer. Planning Commission recommends approval.

Cost \$0.00

City Manager Recommendation PC recommends approval and allows for some larger lots in this area.

Action Taken

Requested by John Willis

File Attachments

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

Zone Change

PLANNING COMMISSION AGENDA REPORT: 06/14/2016
CITY COUNCIL SET DATE: 06/16/2016
CITY COUNCIL MEETING: 07/07/2016

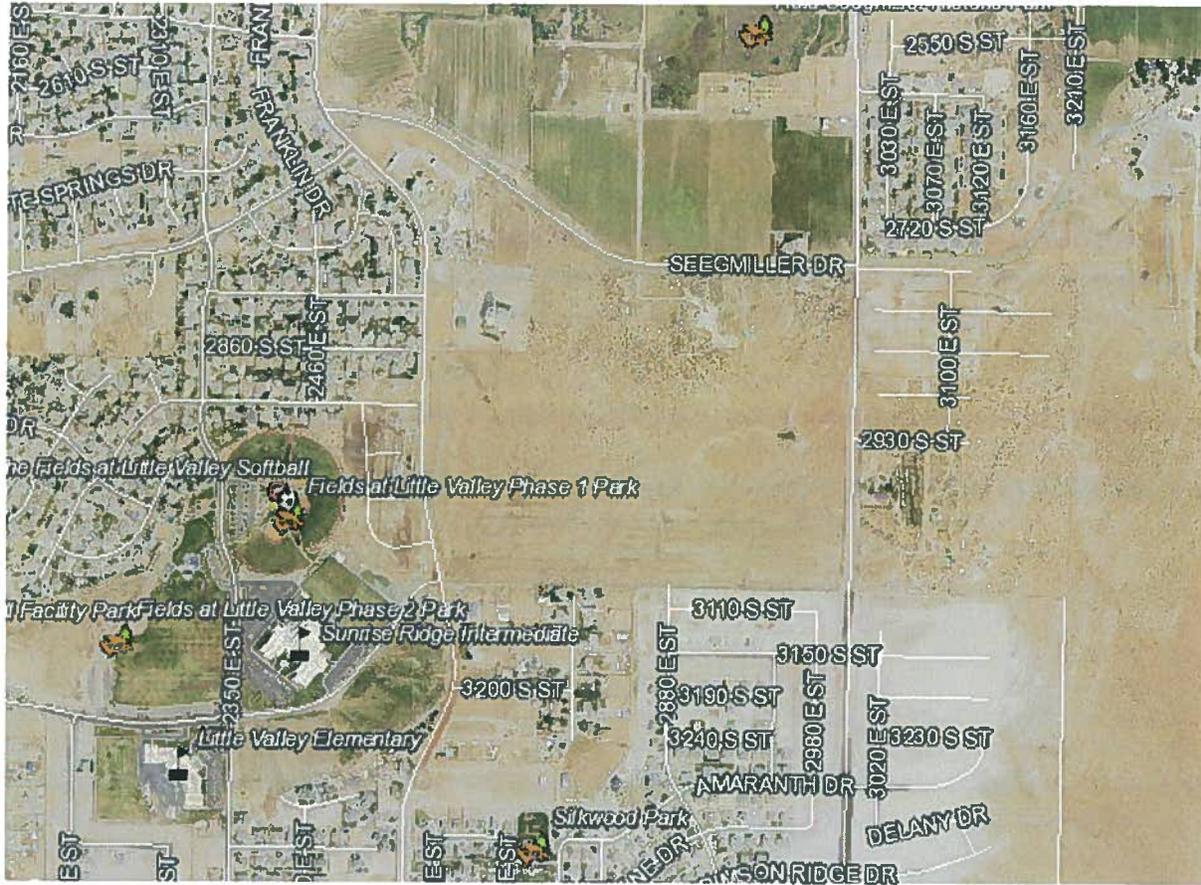
ZONE CHANGE

Arbors

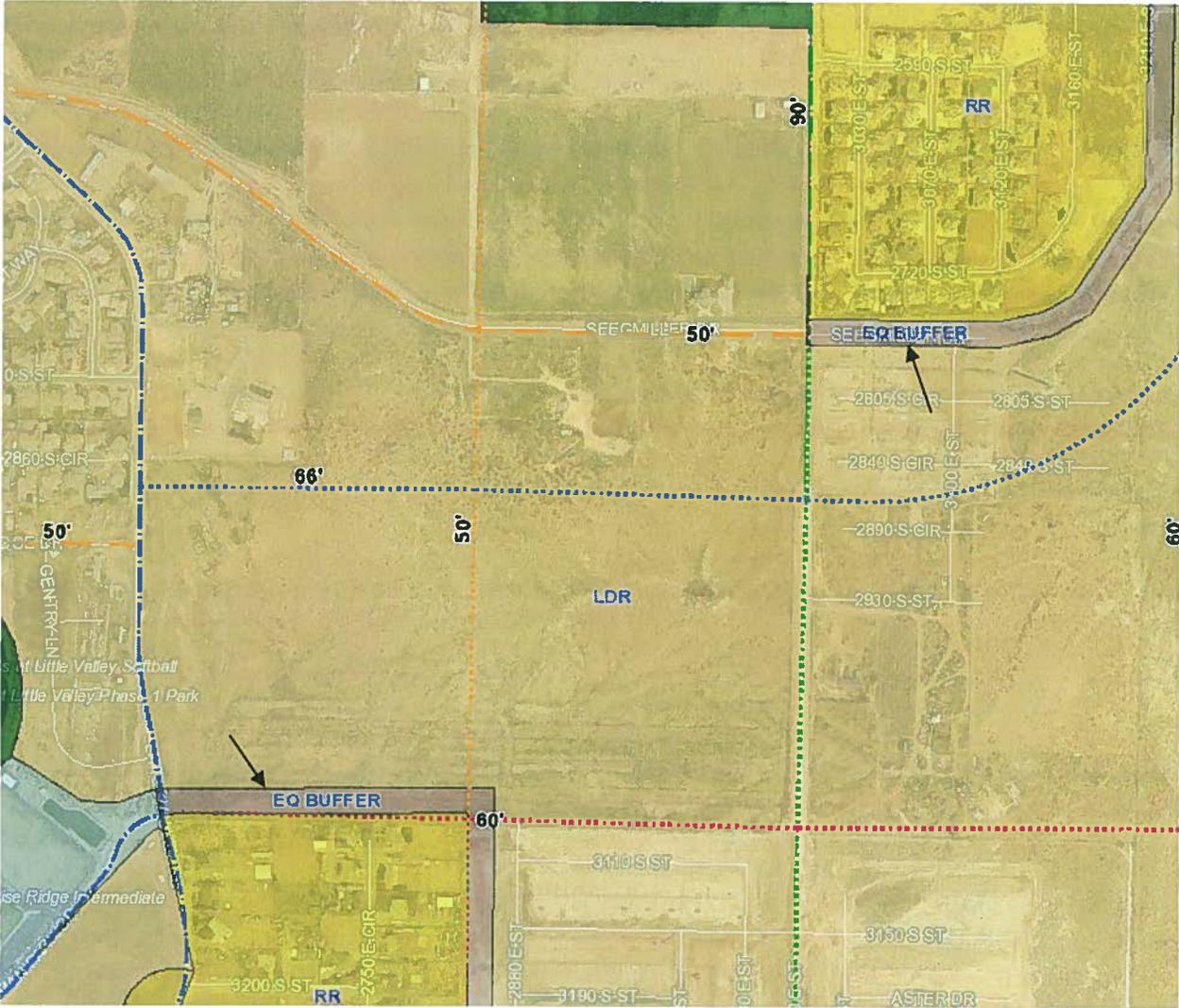
Case No. 2016-ZC-023

- Background:** Previously Case No. 2016-ZC-016 (Seegmiller) was approved by City Council for 106.478 acres from A-1 (Agricultural) to R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size). At that time the applicant agreed to include a 100 ft. buffer (not required by General Plan Map). However, the applicant is now returning with a request for a portion of the land to be re-zoned to RE-20 (8.16 acres) instead which will provide animal rights and provide larger lots whereas the R-1-12 would not.
- Request:** Consider a zone change on 8.16 acres from R-1-12 (Single Family Residential 12,000 sq. ft. minimum lot size) to RE-20 (Residential Estate 20,000 sq. ft. minimum lot size)
- Owner:** Seegmiller Family Limited Partnership
- Applicant:** Development Solutions Group, Inc
- Location:** The property is generally located southwest of Seegmiller Drive and east of Little Valley Road and is located in the W ½ Sec. 10, T43S, R15W, SLB&M
- Acreage:** 8.16 acres
- Existing Zoning:** R-1-12
- General Plan:** LDR (Low Density Residential) and EQ Buffer.
- Adjacent zones:** North = A-1 and RE-20
South = A-1, RE-20, and R-1-12
West = RE-12.5
East = R-1-12 (per 2016-ZC-016)
- P.C.:** The Planning Commission recommends approval to rezone 8.16 acres from R-1-12 to RE-20 as presented.

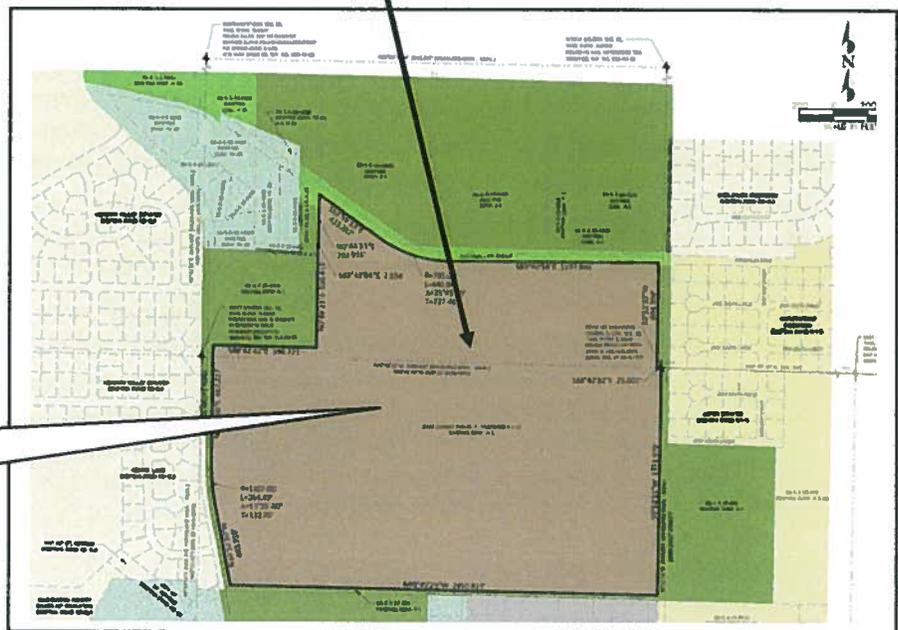
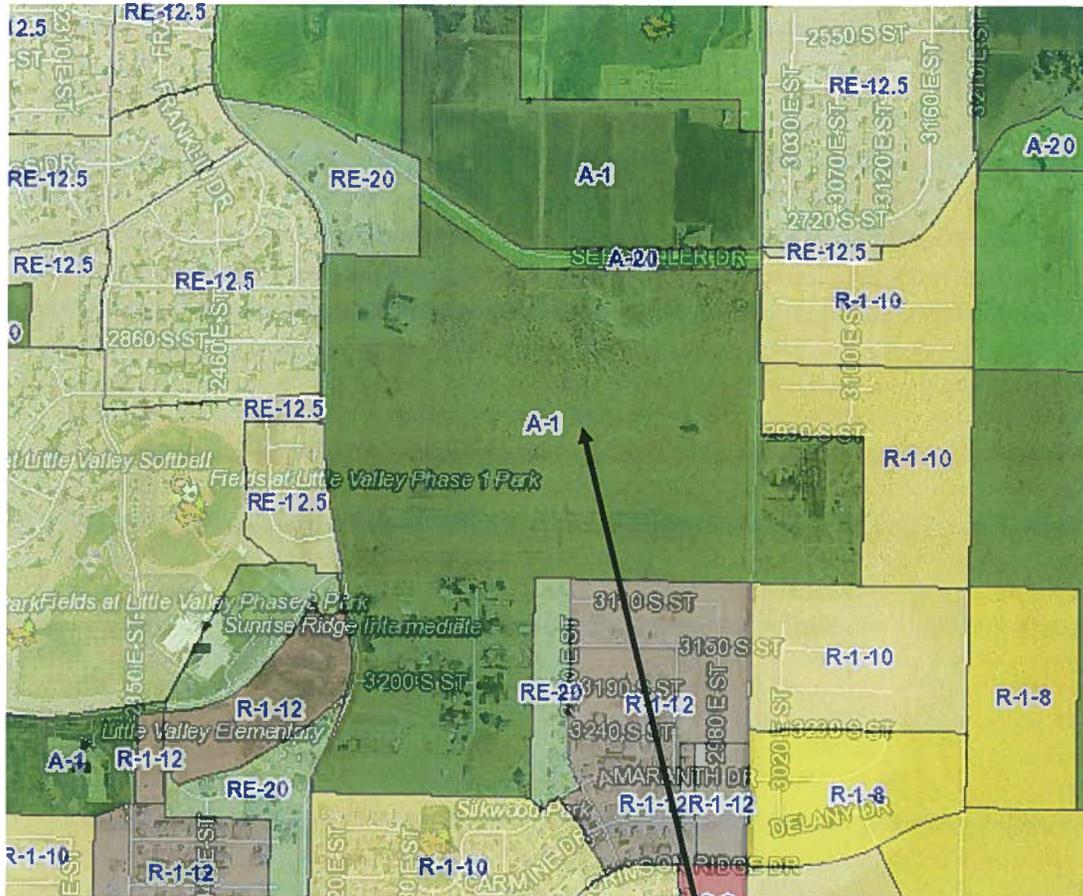
Aerial - Vicinity



General Plan

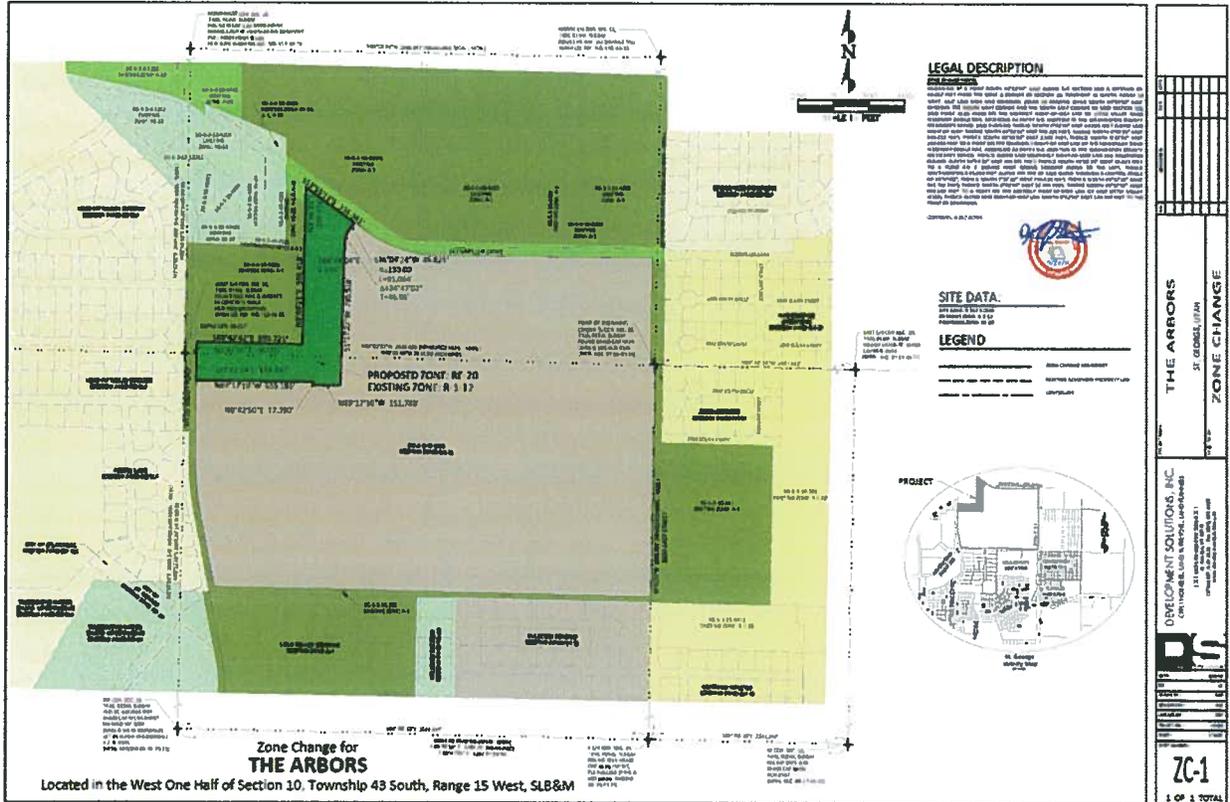


Zoning Map

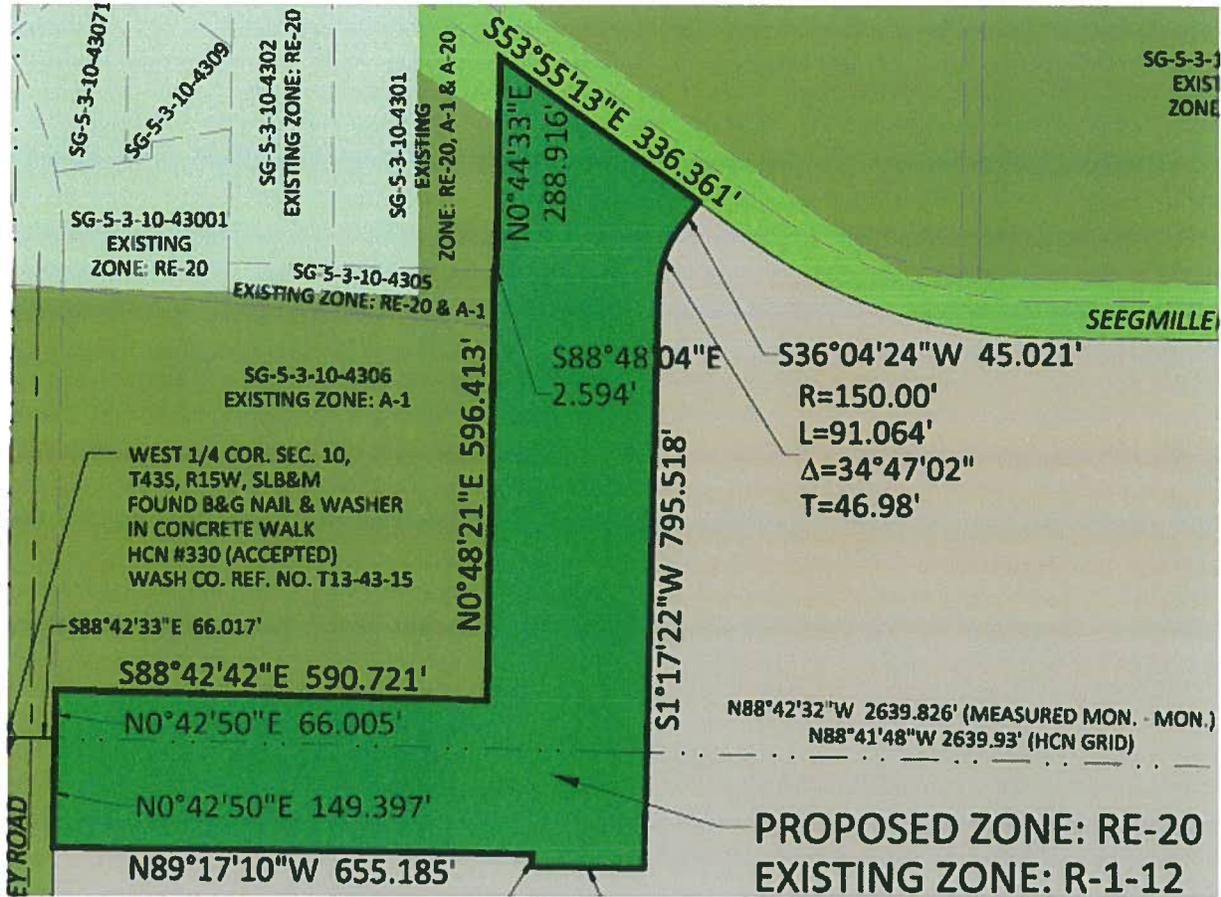


This area is now
zoned as R-1-12
(2016-ZC-016)
(5/5/2016)

Zone Change Map (Proposal)



Zone Change Area



Application

ZONE CHANGE
ALL ZONES (EXCEPT PD)
APPLICATION & CHECKLIST



APPLICATION FOR A ZONE CHANGE EXCEPT PD (PLANNED DEVELOPMENT)
 AS PROVIDED BY THE CITY OF ST. GEORGE ZONING ORDINANCE
 CITY OF ST. GEORGE, UTAH

2016-ZC-023

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

LEGAL OWNER(S) OF SUBJECT PROPERTY: SEEGMILLER FAMILY LIMITED PARTNERSHIP

MAILING ADDRESS: 11470 CATON COURT, SANDY, UTAH 84092

PHONE: [REDACTED] CELL: _____ FAX: _____

APPLICANT: DEVELOPMENT SOLUTIONS GROUP, INC.

(If different than owner)
 MAILING ADDRESS: 120 EAST ST. GEORGE BLVD, SUITE 300 ST. GEORGE, UTAH 84770

PHONE: (435) 628-2121 CELL: _____ FAX: _____

EMAIL ADDRESS(ES): brad@developmentsolutions.co

CONTACT PERSON / REPRESENTATIVE: BRAD PETERSEN

(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 and the surrounding areas.) Include a site plan suitable for presentations in public meetings.

PROPERTY LOCATED AT APPROX. 2900 SOUTH 2850 EAST, ST. GEORGE, UTAH - The Arbors

The Zone Change becomes effective on the hearing date if approved by the City Council.

*NOTE: NO FEE FOR ACREAGE (10 ACRES OR MORE) REZONED TO OPEN SPACE.

OFFICE STAFF USE ONLY

CASE #: 2016-ZC-023 FILING DATE: 5/25/16 RECEIVED BY: [Signature] RECEIPT #: _____

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

\$500 + 8.00

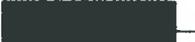
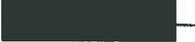
II. ADDITIONAL INFORMATION

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

1. What is the present zoning on the property? R-1-12
2. What zone or zones are requested by this application? RE-20
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: 8.16
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: Typical demand for a residential subdivision.

III. SUBMISSION CHECKLIST FOR ZONE CHANGE

(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 The Arbors
 (Project name must be previously approved by the Washington County Recorder & City Planning Department)
 Developer/Property Owner Development Solutions Group, Inc. Phone No. 
 Contact Person/Representative Stacy Young Phone No. 
 Licensed Surveyor D. Bradford Petersen, P.L.S. Phone No. 

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: \$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
 **NO FEE FOR ACREAGE (10+ acres) REZONED TO OPEN SPACE
- County ownership plat with boundary of zone change outlined;
- List of property owners within 500' and two sets of mailing labels;
- Site Plan – minimum size 24" x 36" (Arch D). Colored site plans are preferred;
- 8-1/2" x 11" reduction of the site plan;
- CD with the above images in JPEG, BMP, TIFF or PDF format.

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

Step #3 Planning Commission and City Council Hearings

Planning Commission usually meets the 2nd and 4th Tuesday of the month at 5:00 p.m. All applications, the legal description and surveyed site plan drawing (Record of Survey) must be complete and submitted at least 3 weeks prior to the meeting. 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.

Hearing Dates:

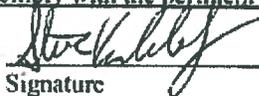
Planning Commission _____
City Council Set Date _____
City Council Hearing Date _____
Council Action _____

***NOTE: NO FEE FOR ACREAGE (10+ ACRES) REZONED TO OPEN SPACE.**

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) Development Solutions Group, Inc.
(is)(are) the owner(s) agents
or (agent) of the following legally described property and request the zone change as described above. (Exact legal description and surveyed site plan (Record of Survey) drawing prepared and stamped by licensed surveyor, and/or property ownership plat must accompany application and must be attached hereto along with the legal description and the surveyed site plan (Record of Survey) drawing in DWG format on CD.) The legal description, if separated from the surveyed site plan (Record of Survey) drawing, must be stamped, signed, and dated, and have a firm name or surveyor's name address and phone number. Note: Surveyed Site Plan (Record of Survey) drawing and legal description shall comply with the pertinent subdivision Final Plat Checklist requirements.



Signature

120 E. St. George Blvd., #300, St. George, Ut 84790

Address

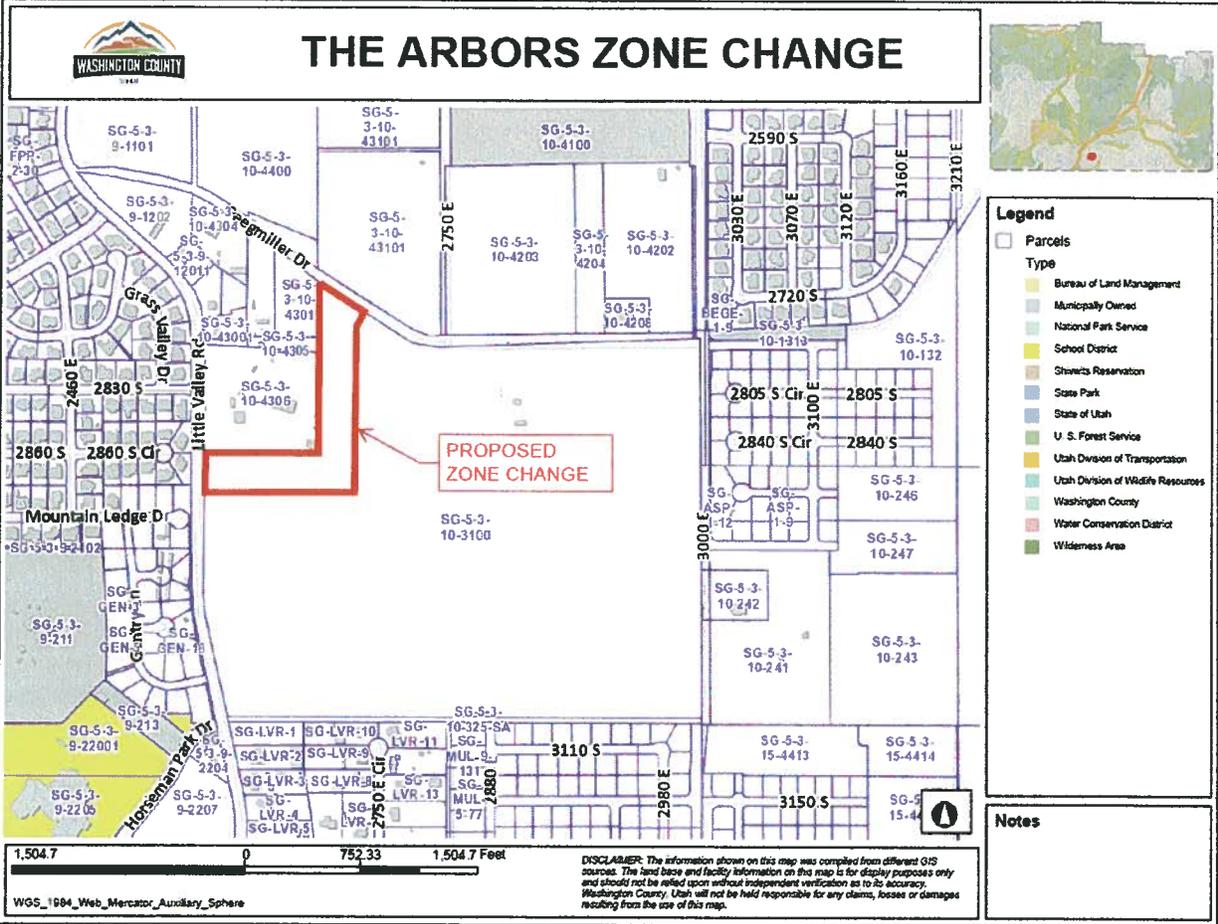
Signature

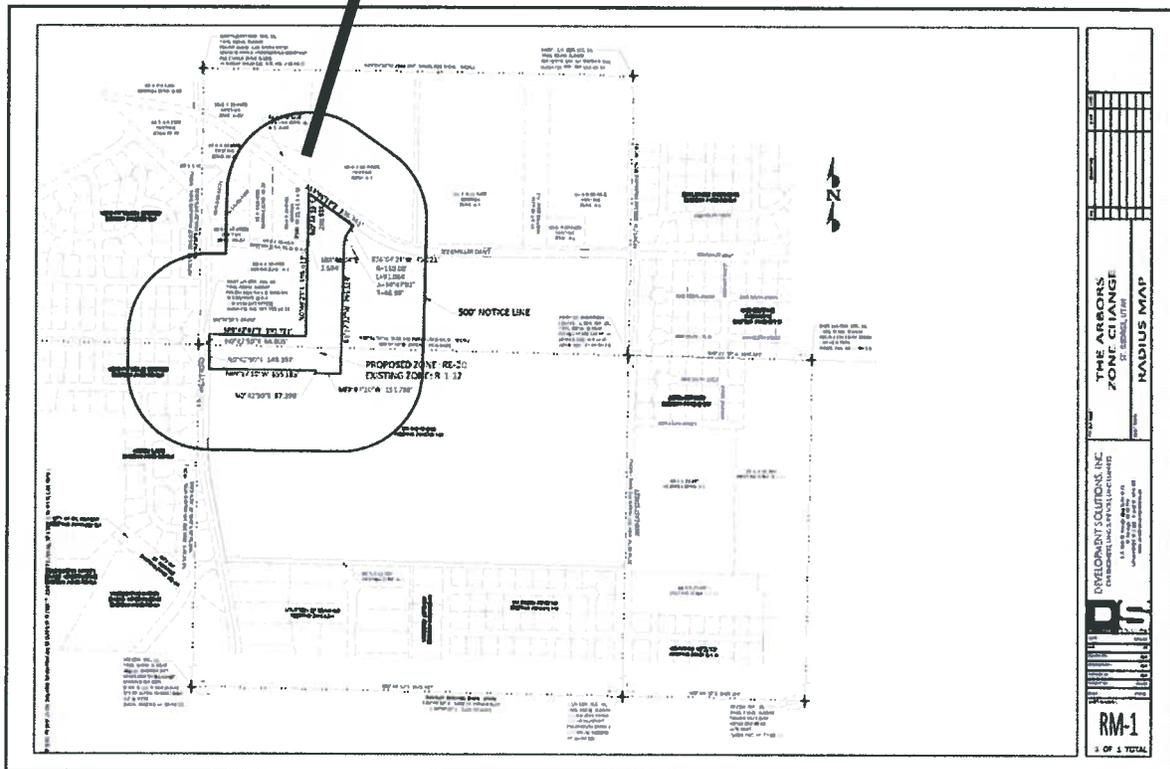
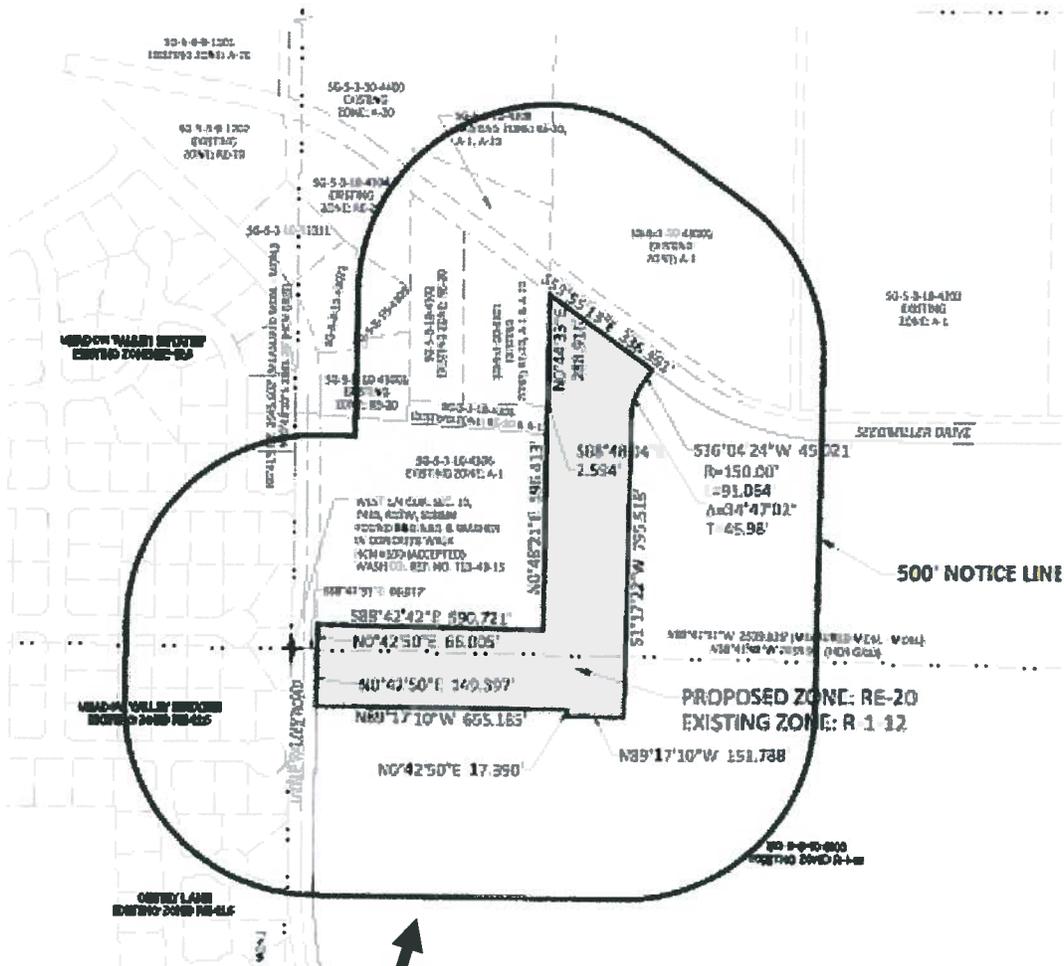
Address

Signature

Address

Attach additional sheets if necessary for additional owners.





ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM R-1-12 (SINGLE FAMILY RESIDENTIAL 12,000 SQ. FT. LOT SIZE) TO RE-20 (RESIDENTIAL ESTATE 20,000 SQ. FT. LOT SIZE) ON APPROXIMATELY 8.16 ACRES, GENERALLY LOCATED SOUTHWEST OF SEEGMILLER DRIVE AND EAST OF LITTLE VALLEY ROAD

WHEREAS, the property owner has requested a zone change on 8.16 acres, from R-1-12 (Single family Residential 12,000 sq. ft. minimum lot size), to RE-20 (Residential Estate 20,000 sq. ft. minimum lot size); and

WHEREAS, the City Council held a public hearing on this request on July 7, 2016; and

WHEREAS, the Planning Commission recommends approval of the requested zone change amendment; 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-1-12 to RE-20 on approximately 8.16 acres located southwest of Seegmiller Drive and east of Little valley Road, and more specifically described on the attached property legal description, incorporated herein as Exhibit "A." The project must comply with all conditions, requirements, and restrictions as approved by City Council

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

Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 7th day of July, 2016.

Jonathan T. Pike, Mayor

ATTEST:

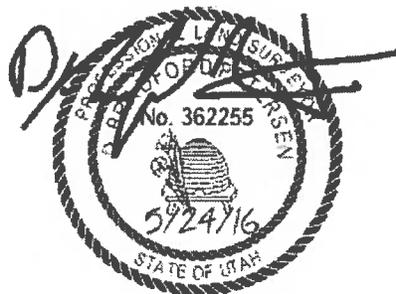
Christina Fernandez, City Recorder

Exhibit "A"

ZONE CHANGE PARCEL – PROPOSED RE-20

BEGINNING AT A POINT SOUTH 88°42'33" EAST ALONG THE SECTION LINE A DISTANCE OF 66.017 FEET FROM THE WEST ¼ CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING SOUTH 88°48'18" EAST BETWEEN THE SOUTH WEST CORNER AND THE SOUTH EAST CORNER OF SAID SECTION 10); SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF LITTLE VALLEY ROAD ROADWAY DEDICATION, RECORDED AS ENTRY NO. 00279153 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; AND RUNNING THENCE NORTH 0°42'50" EAST 66.005 FEET ALONG SAID RIGHT-OF-WAY; THENCE SOUTH 88°42'42" EAST 590.721 FEET; THENCE NORTH 0°48'21" EAST 596.413 FEET; THENCE SOUTH 88°48'04" EAST 2.594 FEET; THENCE NORTH 0°44'33" EAST 288.916 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE SEEGMILLER DRIVE ROADWAY DEDICATION, RECORDED AS ENTRY NO. 00237929 IN THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSE: SOUTH 53°55'13" EAST 336.361 FEET; THENCE SOUTH 36°04'24" WEST 45.021 FEET TO A POINT ON A 150.000 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 91.064 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°47'02"; THENCE SOUTH 1°17'22" WEST 795.518 FEET; THENCE NORTH 89°17'10" WEST 151.788 FEET; THENCE NORTH 0°42'50" EAST 17.390 FEET; THENCE NORTH 89°17'10" WEST 655.185 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID LITTLE VALLEY ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 0°42'50" EAST 149.397 FEET TO THE POINT OF BEGINNING.

CONTAINS: 8.157 ACRES



DRAFT

Agenda Item Number : **4A**

Request For Council Action

Date Submitted 2016-06-28 09:34:06

Applicant Paula Houston

Quick Title Amend Title 3 Chapter 20 Taxicab Services

Subject Amend Title 3 chapter 20 to address transportation network services and to make the requirements for taxicabs more uniform with TNCs.

Discussion State law changed setting standards for transportation network services. Because of this change, the city ordinance needs to be changed to address these issues and adjust the requirements for taxis so that those requirements are closer to the requirements for the TNCs.

Cost \$0.00

City Manager Recommendation This amendment will bring our ordinances into conformance with state law. Recommend approval.

Action Taken

Requested by Paula Houston

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

1
2 **ORDINANCE NO.** _____
3

4 **AN ORDINANCE AMENDING AND ENACTING TITLE 3 CHAPTER 2 ARTICLE O**
5

6 **WHEREAS**, the City has an ordinance regulating Taxicab Services; and
7

8 **WHEREAS**, the Utah State Legislature adopted a state law regulating transportation
9 network company's (TNC'S) which provided transportation to the public as a vehicle for hire
10 through a software program; and
11

12 **WHEREAS**, the new state law preempts cities from regulating these types of businesses;
13 and
14

15 **WHEREAS**, the City ordinance needs to be changed to bring it into compliance with
16 State law; and
17

18 **WHEREAS**, the City Council has determined that changes to the ordinances are in the
19 best interest of the health, safety, and welfare of the citizens of the City of St. George and are
20 justified at this time.
21

22 **NOW, THEREFORE, BE IT ORDAINED**, by the St. George City Council, as follows:
23

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

26 **Section 2. Enactment.** Title 3 Chapter 2 Article O is enacted to read as follows:

27 **ARTICLE O. ~~TAXICAB~~FOR-HIRE VEHICLE SERVICES**

28 **3-20-1: DEFINED:**

29 **3-20-2: APPLICATION INFORMATION:**

30 **3-20-3: INSPECTION:**

31 **3-20-4: DISTINCTIVE COLOR SCHEME:**

32 **3-20-5: INSURANCE REQUIRED:**

33 **3-20-6: ~~TAXICAB~~FOR-HIRE DRIVER'S LICENSE:**

34 **3-20-7: EXAMINATION OF DRIVERS:**

35 **3-20-8: FORM AND TERMS OF LICENSE:**

36 **3-20-9: DISPLAY OF LICENSE:**

37 **3-20-10: MAINTENANCE OF RECORDS:**

38 **3-20-11: RATES AND FARES:**

39 **3-20-12: RULES, REGULATIONS AND REQUIREMENTS:**

40 **3-20-13: INTOXICATING LIQUORS:**

41 **3-20-14: REVOCATION OR SUSPENSION OF LICENSE:**

42 **3-20-15: EXEMPTIONS FROM COMPLIANCE:**

43 **3-20-1: DEFINED:**

43
44 "~~Taxicab~~For-Hire Vehicle" means any motor vehicle used for the purpose of transporting
45 persons ~~within the city~~ for hire a fee including but not limited to shuttles, taxicabs, limousines, or
46 similar vehicles; provided, that "~~taxicab~~for-hire vehicle", as herein defined, shall not include
47 vehicles used ~~in what is commonly known as motor bus operations with a seating capacity of~~
48 ~~fifteen (15) persons or more~~ as part of a transportation network company to provide
49 transportation network services as defined in Utah Code Annotated §13-51-102.

50
51 **3-20-2: APPLICATION INFORMATION:**

52
53 ~~In addition to the information required by section 3-20-5 of this article, All business license~~
54 ~~applications for taxi-for-hire vehicle services shall be made on the form provided by the city for~~
55 ~~general business licenses plus and shall include, contain~~include the make, model, year of
56 manufacture, and seating capacity, Utah state license number with proof of current register with
57 the Division of Motor Vehicles, the color scheme or combination proposed to be used, and
58 insurance as required in this chapter of all the ~~taxicabs~~for-hire vehicles used in the business. ~~the~~
59 ~~Utah state license number with proof that it they are~~ currently registered with the Utah Division
60 of Motor Vehicles for the current year, the engine and factory number of each taxicab and the
61 color scheme or combination proposed to be used and the insurance information as required in
62 this chapter. The application shall also include the information on the taxicab-for-hire driver's as
63 listed in 3-20-6 of this article.

64
65 **3-20-3: INSPECTION MAINTENANCE OF TAXICAB FOR-HIRE VEHICLE:**

66
67 A. ~~Required: All business license applications for taxicab services shall be forwarded to the~~
68 ~~police chief, or his or her designee, who in turn, shall make or cause to be made inspections~~
69 ~~of such taxicabs-for-hire vehicles as are intended to be licensed and shall forward to the~~
70 ~~business license officer a certification of inspection for each taxicab showing the taxicabs to~~
71 ~~have been inspected and are in a thoroughly shall be maintained in a safe condition for the~~
72 ~~transportation of passengers.; and further, that such The taxicabs-for-hire vehicles are shall~~
73 ~~be kept clean, of respectable appearance, and shall maintain the painted a distinctive color or~~
74 ~~color scheme, as listed on the business license application, so as to permit differentiation~~
75 ~~from privately owned passenger motor vehicles and other taxicabsfor-hire vehicles.~~

76
77 B. All taxicabs-for-hire vehicles must comply with state law including:
78 (1)safety and inspection requirements described in Utah Code Annotated § 53-8-205;
79 (2)equipment standards described in Utah Code Annotated § 41-6a-1601;
80 (3)emission requirements adopted by a county under Utah Code Annotated § 41-6a-1642.
81 (4) procuring and maintaining insurance; and
82 (5) carrying proof of insurance.

83 ~~Six Month Inspections: Taxicabs under the provision of this article shall be inspected every six~~
84 ~~(6) months to ensure the continued maintenance of safe operating conditions. Such inspection~~

85 shall be made by the police department or by someone directed by the police department to
86 make the inspection.

87 C. Fee For Inspection: The owner or operator of the taxicab shall pay an inspection fee in such
88 amount as provided by resolution of the city council for each inspection made in
89 conformance with this provision.

90

91 **3-20-4: DISTINCTIVE COLOR SCHEME:**

92

93 A business license for ~~taxi~~ for-hire vehicle services shall not be issued to any person or entity
94 until a standard and uniform color scheme for the applicant's ~~taxicabs~~ for-hire vehicles has been
95 adopted by the applicant and approved by the chief of police, or his or her designee, which
96 designated color scheme shall not conflict with or imitate any color scheme, monogram, name or
97 insignia used by another ~~concern~~ for-hire vehicle in such manner as to be misleading or to tend
98 to deceive or defraud the public. Every ~~taxicab~~ for-hire vehicle shall have painted upon each of
99 the rear doors, the name of the owner, or the ~~trade~~ licensed business name under which the
100 owner operates. All lettering mentioned in this section shall not be less than two and one-fourth
101 inches (2¹/₄") in height and five-sixteenths inch (⁵/₁₆") stroke. This section shall not apply to
102 limousines, however the limousine driver shall provide and display a City approved vehicle trade
103 dress, consisting of recognizable company emblems, which will allow the City to identify the
104 company vehicle at a distance of up to fifty (50) feet at all times when such vehicle is stopped or
105 parked but in service for business. Such trade dress, which may be removable, shall be a visual
106 indicator that indicates the driver is affiliated with a specific company and that the company is
107 authorized to operate.

108

109 **3-20-5: INSURANCE REQUIRED:**

110

111 Prior to the issuance of a business license for ~~taxi~~ for-hire vehicle services, the applicant shall
112 submit to the business license officer an insurance policy that covers, on a primary basis and for
113 a commercial purpose, the vehicle and all drivers. The policy shall have a liability coverage for
114 a minimum amount of \$1,000,000 per occurrence; personal injury protection to the extent
115 required under state law, uninsured motorist coverage where required by state law and
116 underinsured motorist coverage where required by state law or other limits and requirements as
117 required by state law. ~~minimum public liability and property damage insurance policy to protect~~
118 ~~the public and its fares from claims for injuries, including accidental death, as well as from~~
119 ~~claims for property damage which may arise in the operation of the taxicab, and the minimum~~
120 ~~limit of liability for such insurance shall be a combined single limit bodily injury and property~~
121 ~~damage policy of not less than seven hundred fifty thousand dollars (\$750,000.00), or in such~~
122 ~~amounts as the city shall from time to time determine appropriate. Said insurance policy shall be~~
123 ~~executed by an insurance company qualified to do business in the state and containing a taxicab~~
124 ~~endorsement, or the equivalent endorsement thereof.~~

125

126 No person shall operate or permit a for-hire vehicle owned or controlled by such person to
be operated as a vehicle for hire without first having obtained at its own cost and expense

127 the required policies of insurance required by Utah law.

128
129 ~~(c) personal injury protection to the extent required under Sections 31A-22-306 through 31A-22-~~
130 ~~309;~~

131 ~~(d) uninsured motorist coverage where required by Section 31A-22-305; and~~

132 **3-20-6: TAXICAB-FOR-HIRE DRIVER'S LICENSE PERMIT:**

133
134 A. ~~taxicab~~ A for-hire vehicle driver's license permit ~~shall is be~~ required for each and every driver
135 of a ~~taxicab for-hire vehicle~~. A ~~taxicab for-hire driver's license permit~~ may be issued only after
136 ~~submitting~~ to the business license officer of the following:

- 137 1. The driver's Utah driver's license with a taxi endorsement per state law, Title 53, Chapter
138 3, Section 202, Uniform Driver License Act;
- 139 2. The driver's name, telephone number, address, and age;
- 140 3. The driver's Utah criminal background check and a Triple I criminal background check;
141 and
- 142 4. The driver's driving history for the past seven years from all states driver held a driver's
143 license during that time.

144 A. ~~Personal Information: A taxicab driver's license application setting forth the name, age,~~
145 ~~address, places of residence of the applicant for five (5) years prior to the date of such~~
146 ~~application, marital status, record, if any, of arrests and convictions for felonies and~~
147 ~~misdemeanors and a record as to whether previously licensed as a driver or chauffeur and, if~~
148 ~~so, whether such license has ever been revoked and for what reason. The taxicab driver's~~
149 ~~license application shall be sworn to by the applicant before a notary public or other officer~~
150 ~~authorized to administer oaths. No taxicab driver's license shall be granted unless the~~
151 ~~applicant is over twenty one (21) years of age, a bona fide resident of the city for sixty (60)~~
152 ~~days next preceding the date of such application, not addicted to the use of intoxicating~~
153 ~~liquors or drugs and possessed of a sound physique with good eyesight and hearing.~~
154 ~~Applicants shall, further, not be subject to epilepsy, vertigo, heart trouble or any other~~
155 ~~infirmity of body or mind such as to render them unfit for the safe operation of a taxicab.~~

156
157 B. ~~Photographs: Three (3) unmounted, unretouched photographs of the taxicab driver's license~~
158 ~~applicant in such positions as the police may require, taken not earlier than thirty (30) days~~
159 ~~prior to the filing of the application~~ A passport size photograph and a color copy of the
160 driver's Utah driver's license which clearly showings the driver's face and ~~and all~~
161 ~~information is readable.~~

162 B. The driver shall be disqualified as a taxicab for-hire vehicle driver if :

- 163 1. The driver has committed more than three moving violations in the three years before the
164 day on which the individual applies for a license;
- 165 2. The driver has been convicted, in the seven years before the day on which the individual
166 applies for the license, of any of the following: driving under the influence of alcohol or

167 drugs; fraud; a sexual offense; a felony involving a motor vehicle; a crime involving
168 property damage; a crime involving theft; a crime of violence; or an act of terror;

169 3. The driver is required to register as a sex offender in accordance with Title 77, Chapter
170 41, Sex and Kidnap Offender Registry;

171 4. The driver does not have a valid Utah drivers license; or

172 5. The driver is not at least 19 years of age.
173

174 ~~C. Examination Certificate: A certificate in a form approved by the city attorney's office, signed~~
175 ~~by the police chief or a duly authorized officer, setting forth that the applicant has been~~
176 ~~examined by the police chief or such officer, and that applicant is, in the opinion of such~~
177 ~~officer, sufficiently familiar with the geography of the city and the traffic rules and~~
178 ~~regulations of the state to operate a taxicab, that the applicant has demonstrated sufficient~~
179 ~~skill and ability to handle safely a taxicab, and possesses the average knowledge of the~~
180 ~~mechanism of an automobile; provided, that the police may accept evidence that the~~
181 ~~applicant holds a valid Utah's driver's license to drive a taxicab in the incorporated limits of~~
182 ~~the city as a basis for the issuance of a certificate and in lieu of an independent examination.~~

183
184 ~~D. Affidavits: Affidavits signed by at least two (2) reputable residents of the city to whom~~
185 ~~applicant is known personally, attesting to applicant's good moral character, honesty and~~
186 ~~integrity and, in addition, a letter of endorsement from applicant's most recent employer~~
187 ~~regarding applicant's habits and character, unless, in the opinion of the police, it is impossible~~
188 ~~or inadvisable to obtain such employer's endorsement.~~

189
190 ~~E. Fingerprints: Fingerprints of the applicant, consisting of impressions of all fingers and both~~
191 ~~thumbs of the right and left hands.~~

192
193 ~~F. State Chauffeur's Permit: Evidence that the applicant has a current motor vehicle chauffeur's~~
194 ~~permit issued by the state authorizing the transportation of passengers.~~

195 **Renewal of For-Hire Driver's Permit:** The for-hire driver's permit shall be renewed on January
196 1 of each year. Any annual permit that is not suspended, or revoked, or expired, may be
197 renewed upon the request of the for-hire driver and the submission of a new complete permit
198 application and payment of fee, unless any of the conditions for the denial, suspension or
199 revocation of the permit are present as set forth in this article or a disqualifying status is
200 present.

201 **~~3-20-7: EXAMINATION OF DRIVERS:~~**

202
203 Each applicant for a ~~taxicab driver's license~~ under the provisions of this article may be annually
204 examined by the police department as to his or her knowledge of the provisions of same, the
205 traffic regulations and geography of the city and, if the result of the examination be
206 unsatisfactory, shall be refused a license. Each such applicant shall, upon demand by the police
207 department, demonstrate the skill and ability to handle his or her vehicle and must demonstrate a
208 knowledge of the mechanism of an automobile.
209

210 **3-20-87: FORM AND TERMS OF LICENSE:**

211
212 The ~~taxicab-for-hire vehicle~~ driver's ~~license-permit~~ shall be in such form as to contain the
213 photograph and signature of the licensee. It shall be unlawful for any licensee to deface, remove
214 or obliterate any official entry made upon the ~~taxicab-for-hire vehicle's driver's license-permit~~.
215

216 **3-20-98: DISPLAY OF LICENSE PERMIT:**

217
218 The ~~taxicab-for-hire vehicle's driver's license-permit~~ must, under penalty of ~~the~~ revocation of the
219 license, be constantly and conspicuously displayed on the outside front of the driver's outer
220 garment when he or she is engaged in his or her employment. ~~Such~~ The ~~license-permit~~ shall be
221 nontransferable, and it shall be unlawful for any person to wear any such ~~license-permit~~ or one so
222 similar as to deceive any person, unless the same has been regularly issued, as provided herein,
223 to the person wearing the same.
224

225 **3-20-10: MAINTENANCE OF RECORDS:**

226
227 ~~The business license officer shall maintain a complete record of each taxicab business license~~
228 ~~and taxicab driver's license issued and of all renewals, suspensions and revocations thereof,~~
229 ~~which record shall be kept on file with the original applications for such licenses.~~
230

231 **3-20-119: RATES AND FARES:**

232
233 A. Schedule Of Rates: The driver of each ~~taxicab-for-hire vehicle~~ shall display in a conspicuous
234 place ~~in~~ on the inside of the vehicle which he or she is operating where the same may be easily
235 read by every person riding therein, a schedule of the rates or, if the rates are based on zones,
236 the zone map determining the charges to be assessed.

237
238 B. Taximeter:

239 1. If the rates to be charged are to be computed by taximeters, it shall be the duty of every
240 person owning or operating such ~~taxicab-for-hire vehicle~~ to keep the taximeter ~~thereon~~ in
241 good and workable condition and at the beginning of every ~~employment-hire~~ to set ~~said~~
242 ~~the~~ taximeter in the usual way so that it will register and compute on a mileage basis

243 while ~~said~~ the vehicle is running and on a time basis while waiting, and ~~such~~ the
244 taximeter shall be ~~so~~ placed so that the face ~~thereof~~ where the fare is registered will be
245 plainly visible to passengers within the vehicle.

- 246 2. No ~~taxicab~~ for-hire vehicle business license shall be issued to a ~~taxicab~~ for-hire service
247 using a taximeter for computing the fare, until the taximeter attached thereto shall have
248 been inspected by ~~the police department~~ an independent company certifying it as
249 accurate and found to be correct, and no person shall use or permit to be used upon any
250 ~~taxicab~~ for-hire vehicle a taximeter which shall be in ~~such~~ a condition as to be over five
251 percent (5%) incorrect to the prejudice of any passenger.

252
253 C. Filing Schedule Of Rates: It shall be the duty of every operator of a ~~taxicab~~ for-hire service to
254 file with the business license officer a schedule of the rates to be charged in the operation of
255 ~~taxicabs~~ the for-hire vehicles and the method upon which the rates shall be computed.

256
257 D. Refusing To Pay Fare: It shall be unlawful for any person having hired any ~~taxicab~~ for-hire
258 vehicle, and having ridden therein, to refuse to pay the fare, not exceeding the rates
259 prescribed in the schedule or zone maps permitted under this article. It shall be unlawful for
260 any ~~taxicab~~ for-hire vehicle driver to charge rates different from those so prescribed.

261
262 E. Demand Of Fare In Advance: A ~~taxicab~~ for-hire vehicle driver shall have the right to demand
263 in advance the minimum fare of any person employing him, and may refuse to convey any
264 person who shall not comply with such demand.

265
266 **3-20-120: RULES, REGULATIONS AND REQUIREMENTS:**
267

268 A. Requirements For For-Hire Vehicle Operation

- 269 1. No person shall operate or permit a for-hire vehicle owned or controlled by such person
270 to be operated as a vehicle for hire without first having obtained a for-hire vehicle
271 business license from the City in accordance with this Chapter.
272 2. All for-hire vehicles shall have in the drivers possession a copy of the current
273 vehicle registration, copy of the business license, proof of insurance as required in
274 this Chapter and the driver shall have a “Z” or “P” endorsement on their Utah State
275 driver’s license. Failure to produce any of this information may result in the

issuance of a citation and suspension or revocation of the business license.

3. For the purpose of this section, the term 'operate' or 'operated' for hire' shall not include the transporting, by a for-hire vehicle properly licensed in a jurisdiction outside the corporate limits of the City, of a passenger or passengers for hire where a trip shall originate with the passenger or passengers being picked up outside the corporate limits of the City and where the destination is either within or beyond the City corporate limits. The term 'operate' or 'operated' means and shall include the soliciting or picking up of a passenger or passengers within the corporate limits of the City, whether the destination is within or outside of the corporate limits of the City.
4. All office space of a for-hire company in the City of St. George must comply with this Chapter.
5. Additional Passengers: Whenever a ~~taxicab-for-hire~~ vehicle driver is transporting a passenger or passengers, such passenger or passengers shall have the exclusive right to full and free use of the passenger compartment, and it shall be unlawful for the ~~taxicab-for-hire~~ vehicle driver to solicit or carry an additional passenger or passengers therein, except with the consent of the passenger or passengers then being transported.

B. Conduct Of ~~Taxicab-For-Hire~~ Vehicle Driver: It shall be unlawful for a for-hire vehicle ~~taxicab~~ driver, while engaged in operating a for-hire vehicle~~taxicab~~, to obstruct any street or sidewalk; ~~make any loud or unusual noise, disturbance or outcry; use any indecent, profane or obscene language; or be guilty of any boisterous or loud talking or any disorderly conduct; or to harass, vex, annoy or disturb any passenger or other person;~~ or to interfere with, obstruct or impede the free passage of passengers or other persons ~~to or from any depot, theater, home, hotel, public resort, airport, or any other building or place;~~ or to seize or grasp, or interfere with any person or package carried by or belonging to passengers or persons.

C. ~~Taxi-For-Hire~~ Vehicle Must Take Direct Route: Any driver employed to carry passengers to a definite point shall take the most direct route possible that will carry the passenger safely and expeditiously to his or her destination.

D. Fraud Prohibited: It shall be unlawful for the driver of any licensed ~~taxicab-for-hire~~ vehicle to induce or attempt to induce any person to employ him or her by knowingly or wantonly misinforming or misleading such person as to the time or place of the arrival or departure of any airplane, bus or other conveyance, or the location of any airport, office, station or ticket office, or the location of any hotel, public place or private residence within the city, or to practice any deceit, fraud or misrepresentation in any manner whatever relative to matters pertaining to his or her business.

314

315 E. Duty To Transport Passengers: It shall be unlawful for any ~~for-hire vehicle taxieab~~ driver
316 while engaged in operating a ~~for-hire vehicle taxieab~~, except as permitted herein, to refuse to
317 convey any person for any lawful purpose, with or without baggage, upon demand and tender
318 of the lawful fare, or having undertaken to convey such person and thereafter
319 ~~wilfully~~ **willfully** to refuse or neglect so to do; provided, that there shall be no duty hereunder
320 for any ~~for-hire vehicle taxieab~~ driver to transport any person who is ~~in an intoxicated~~
321 ~~condition or who is~~ acting in a loud, boisterous or unruly manner.

322

323 F. Disclosing Information Required: It shall be unlawful for the owner of any particular ~~for-hire~~
324 ~~vehicle taxieab~~ service upon being requested so to do by a passenger or officer of the police
325 department to give the ~~for-hire vehicle taxieab~~ services business license number, or for any
326 ~~for-hire vehicle taxieab~~ driver upon being requested so to do by a passenger or officer of the
327 police department to refuse to give the ~~for-hire vehicle taxieab~~ driver's ~~license permit~~
328 ~~number information~~ and the name of the ~~for-hire vehicle taxieab~~ driver.

329

330 G. Record Of Business: Every person engaged in driving a ~~for-hire vehicle taxieab~~ shall keep a
331 true and exact record of every trip he or she shall make. The record shall show the exact time
332 of departure from the place of employ, the place where every stop was made and the exact
333 time when the employment terminated, and the place where the passenger, or if more than
334 one, where each passenger was discharged, which record shall at all times be open to the
335 inspection of any law enforcement officer upon demand.

336

337 **3-20-131: INTOXICATING LIQUORS:**

338

339 It shall be unlawful for any person while engaged in operating a ~~for-hire vehicle taxieab~~ to be
340 under the influence, or to drink intoxicating liquors or alcoholic beverages of any kind, including
341 beer, regardless of the limit of its alcoholic content, or to be under the influence, or to ingest, any
342 illegal drug, or to be under the influence, or to take or ingest, any drug or substance that renders
343 the driver in an unsafe condition to operate a ~~taxieab~~ **for-hire vehicle**.

344

345 **3-20-142: REVOCATION OR SUSPENSION OF LICENSE:**

346

347 A. Authority: ~~Upon the recommendation of the police, b~~Based upon a violation of any of the
348 provisions of this article or of any other ordinance of the city, or the laws of the state, ~~or for~~
349 ~~any immoral, indecent or offensive conduct~~, or for any other reason ~~the police department city~~
350 ~~deems deemed~~ it reasonable or proper, the above mentioned ~~for-hire vehicle taxieab~~ business

351 license and ~~for-hire vehicle taxicab~~ driver's ~~license~~ permit may be either permanently
352 revoked or suspended by the ~~chief of police~~ city, but only after the owner or driver has been
353 given notice and has had a reasonable opportunity to present evidence in his or her behalf.

354

355 B. Appeal: In the event the ~~chief of police~~ city either permanently revokes or suspends the
356 ~~business license or the driver's a-for-hire vehicle taxicab~~ driver's ~~license~~ permit, the ~~driver-~~
357 ~~licensee~~ may file a written appeal to the city council which shall be filed with the city
358 recorder within five (5) business days of the revocation or suspension. The ~~driver's license~~'s
359 failure to file a written appeal ~~with the city council~~ within five (5) business days -of the
360 revocation or suspension shall be considered a waiver of a right of appeal ~~to the city council~~.
361 The city council shall hear the appeal within ~~fourteen-thirty (1430)~~ business days of receipt
362 of the written appeal ~~by the city recorder~~. At the hearing before the city council, the ~~driver-~~
363 ~~licensee~~ may present evidence as to why his or her ~~business license or the for-hire vehicle~~
364 ~~taxicab~~ driver's ~~license~~ permit should not be revoked or suspended. The decision of the city
365 council shall be made within five (5) business days of the hearing, and the city council's
366 decision shall be final.

367

368 C. Suspension Or Revocation: Any suspension of the ~~business license or the for-hire vehicle~~
369 ~~taxicab~~ driver's ~~license~~ permit shall be noted on such license, together with a statement of the
370 reasons therefor, and the licensee shall ~~thereupon~~ be deprived of the ~~license~~ permit or
371 licenses until the expiration of the period of the suspension in the event that ~~only~~ a
372 suspension ~~only~~ is ~~had~~ imposed. A second suspension for the same reason or a third
373 suspension for any reason shall be cause to permanently revoke the ~~for-hire vehicle taxicab-~~
374 business license and/or the ~~for-hire vehicle taxicab~~ driver's ~~license~~ permit.

375

376 D. License After Revocation: No person whose license has been ~~so~~ revoked shall ~~again~~ be
377 permitted to obtain a ~~for-hire vehicle taxicab~~ business license and/or a ~~for-hire vehicle~~
378 ~~taxicab~~ driver's ~~license~~ permit, except upon the presentation of reasons satisfactory to the city
379 council.

380 **3-20-13: PENALTY:**

381 Any violation of this article is a class B misdemeanor and punishable by a fine of one thousand
382 dollars (\$1,000.00), not including any mandatory fees and surcharges imposed by law or a court of
383 competent jurisdiction.

384 **~~3-20-15: EXEMPTIONS FROM COMPLIANCE:~~**

385
386 ~~Hotel courtesy cars or other vehicles for transportation of the public operated by a commercial-~~
387 ~~entity shall be required to comply with the provisions hereof, except for the requirement that the~~

388 | ~~vehicle be identified as a taxicab, the requirement of a taximeter or posting of fares, and the~~
389 | ~~requirement of a taxicab driver's license.~~

390
391 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of
392 competent jurisdiction, the remainder shall not be affected thereby.

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

395
APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of
_____, 2016.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

DRAFT

DRAFTAgenda Item Number : **5A****Request For Council Action**

Date Submitted 2016-06-30 15:46:27**Applicant****Quick Title** Resolution Approving Interlocal Agreement with ULGT**Subject** This resolution is for the approval of an Interlocal Agreement between the City and Utah Local Governments Trust for the provision of Insurance Coverages.**Discussion** The City Currently is a member of the Utah Local Governments Trust for Worker's Compensation coverage. For the new fiscal year, the City will be moving its liability, property, airport and boiler and machinery coverage to the Trust as well. This is the latest Interlocal Agreement for Trust members.**Cost** \$0.00**City Manager Recommendation** We received a good bid from the Trust. Recommend approval.**Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments**

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ENTERING INTO AN AMENDED AND
RESTATED INTERLOCAL AGREEMENT CREATING THE UTAH LOCAL
GOVERNMENTS TRUST.

WHEREAS, Utah cities, towns, counties, and other governmental entities created and established a political subdivision and entity known as the Utah Local Governments Trust; and

WHEREAS, the City of St. George desires to participate in the Utah Local Governments Trust to provide assistance, advice, counsel, and casualty, property and liability insurance, and benefits related to the purposes of the Utah Local Governments Trust; and

WHEREAS, the City of St. George has appointed Shawn M. Guzman as its attorney to review and approve the form of the amended and restated agreement.

NOW THEREFORE, it is hereby resolved that the attached Interlocal Agreement Amending and Restating the Interlocal Agreement creating Utah Local Governments Trust is hereby entered into, approved, ratified, accepted, and made effective this 7th day of July, 2016.

CITY OF ST. GEORGE, UTAH

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

AMENDED AND RESTATED INTERLOCAL AGREEMENT CREATING THE
UTAH LOCAL GOVERNMENTS TRUST

ARTICLE I
NAME

1.1. The name of the governmental entity created pursuant to this Interlocal Agreement is the Utah Local Governments Trust (hereinafter “the Trust”).

ARTICLE II
PURPOSES

2.1. The purposes of this Agreement and the entity created pursuant thereto are:

2.1.1. **PERSONAL BENEFITS.** To enable Utah cities, towns, counties, and other special districts of local governments to form a governmental entity to provide a comprehensive and complete program of hospital, medical, dental, disability, life, and other personal benefit plans and programs for units of local governments within the State of Utah.

2.1.2. **CASUALTY-PROPERTY.** To enable units of local governments to provide a comprehensive and complete program of casualty, property, marine, liability, and other insurance plans or programs required or desirable to protect local governments’ property and assets and elected and appointed officials and employees from personal liability.

2.1.3. **FUNDS.** To create funds from revenues, premiums, and monies which funds shall at all times belong to the participating units of local governments to pay claims of the local units of government according to any plan, program, or contract between the Trust and the participating unit of local government or to purchase the insurance requested by the participating unit of local government.

2.1.4. **GENERAL POWERS.** To administer, insure, reinsure, fund or self fund, indemnify, or perform any other act necessary to provide or administer any plan or program necessary or desirable to give effect to this Agreement.

2.1.5. **SINGLE ENTITY.** To enable local governments to act as a single entity to provide personal, casualty, property, marine, liability, or other insurance to participating units of local government.

2.1.6. **ADVISOR TO LOCAL GOVERNMENTS.** To act as an advisor and counsel to units of local government regarding their insurance needs, obligations, risks, and benefit plans.

2.2. **TRUST NOT REQUIRED TO PROVIDE COVERAGES.** Nothing in this Agreement shall require the Trust to offer or provide any or all of the plans or programs authorized by this Agreement.

2.3. AUTHORITY. The Trust hereby is granted and authorized to perform and do all acts necessary or convenient and to render all services contemplated and engage in such governmental and proprietary functions, as are authorized or contemplated by Sections 11-13-101 et seq., 10-3-1103, and 63-30d-801 et seq., Utah Code Annotated 1953, to carry out the purposes and intent of this Agreement.

ARTICLE III DEFINITIONS

3.1. As used in this Interlocal Cooperation Agreement:

3.1.1. LOCAL GOVERNMENTS. "Local governments" means public agency as used in the Interlocal Cooperation Act and includes any county, city, town, special district, or combination thereof; it specifically includes any agency or entity created pursuant to the Utah Interlocal Cooperation Act, Section 11-13-101 et seq., Utah Code Annotated 1953, as amended.

3.1.2. PROPERTY INSURANCE. The definition of "property insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.3. BOND. "Bond" means a faithful performance bond or indemnification bond or any other bond required by any Utah law.

3.1.4. INLAND MARINE . The definition of "inland marine" insurance set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.5. WORKERS' COMPENSATION. "Workers' compensation" means any form of workers' compensation permitted or required by the laws of the State of Utah or the laws of the United States.

3.1.6. UNEMPLOYMENT COMPENSATION. "Unemployment compensation" means any form of unemployment compensation permitted or required by the laws of the State of Utah or the laws of the United States.

3.1.7. VEHICLE LIABILITY INSURANCE. The definition of "vehicle liability insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.8. SURETY INSURANCE. The definition of "surety insurance" set forth in Section 31A-1-301, Utah Code Annotated 1953 is hereby incorporated by reference.

3.1.9. ADMINISTRATIVE BOARD. "Administrative board" means the administering body created by this Agreement to operate and administer the Trust and the insurance programs offered by the Trust.

3.1.10. MEMBER. "Member" means any city, county, town, or other unit of local government that participates in one or more plans or programs offered by the Trust. A unit of

local government need not have executed this Interlocal Agreement or Resolution to be a member. Any unit of local government that stops participating in the plans or programs offered by the Trust, shall not be a member.

3.1.11. CASUALTY INSURANCE. The definition of “casualty insurance” (liability insurance) set forth in Section 31A-1-301, Utah Code Annotated 1953, is hereby incorporated by reference.

3.1.12. UNIT OF LOCAL GOVERNMENT. “Unit of local government” means any city, county, town, special district, or any other entity which is a political subdivision of the State of Utah.

3.1.13. PERSONAL INSURANCE OR PERSONAL BENEFITS. “Personal insurance” or “personal benefits” means life, disability, hospital, medical and dental insurance or benefits, unemployment or workers’ compensation.

3.1.14. PERSON. “Person” means any individual, company, partnership, corporation, municipal corporation, or any business entity.

3.1.15 INSURANCE. “Insurance” means casualty liability and personal insurance.

ARTICLE IV DURATION

4.1. EXTENSION. This Agreement shall be for a period of 50 years, but may be extended by the members.

4.2. WITHDRAWAL. Nothing in this Article shall prevent any local government from withdrawing from the Trust.

4.3. TERMINATION IF VOID. This Agreement shall terminate if it is found to exist entirely in violation of the law.

ARTICLE V TRUST FUNDS

5.1. FUNDS PROPERTY OF UNITS OF GOVERNMENTS. All premiums, payments, and funds received, held, or administered by the Trust as herein provided shall be and remain the property and assets of the units of local government which create or participate in the Trust program or programs according to the terms of this Agreement, except that the funds of the Trust shall become the property of the person to whom the funds are paid when paid according to this Agreement, benefit or insurance plans, and programs authorized by the administrative board.

5.2. INTERNAL REVENUE CODE COMPLIANCE. In accordance with Section 115 of the Internal Revenue Code of 1954, as amended, any income derived from the investments or operations of the Trust shall accrue to the units of local government participating

in the Trust. None of the assets, property, funds, or revenues held by the Trust shall ever be deemed to or become the property of the Trust.

5.3. **UNRESTRICTED RIGHT TO PROPORTIONATE SHARE OF INCOME.** Each unit of local government participating in the Trust shall have the unrestricted right to withdraw its proportionate share (as defined in Section 12.3.) of the income derived from the investments or operations of the Trust. However, to the extent the income so derived is needed to provide reserves for potential claims against programs that the Trust has elected to reinsure or self-insure (under authority of Article VI), participating units of local governments agree to defer the withdrawal of that portion of the income so needed until such time as the administrative board determines using actuarially sound insurance accounting principles that such withdrawal will not jeopardize the financial stability of Trust programs.

5.4. **FUNDS TO BE USED TO PURCHASE OR PROVIDE COVERAGE.** The local governments hereby authorize and direct the administrative board to do all things necessary and proper and to use the payments or contributions received by the Trust to purchase and maintain in force such policy or policies of insurance as they in their sole discretion shall determine to be in the best interest of the members and the employees of the members; or on an actuarially sound basis, to use such funds to establish a program or programs of self-insurance, reinsurance, or co-insurance.

**ARTICLE VI
MANAGEMENT AND ALLOCATION OF FUNDS,
PURCHASE OF INSURANCE, BONDS, REINSURANCE, SELF-FUNDING**

6.1. **LICENSED CARRIER REQUIRED.** If casualty insurance or personal insurance policies are purchased, it shall be from a licensed insurance carrier. Policies may be purchased for one or more of the casualty insurance or personal insurance programs offered by the Trust from one or several carriers; or the Trust may reinsure or self-insure one or more of the programs and purchase the casualty insurance or personal insurance from a carrier for the remaining programs. Where the Trust purchases insurance or personal insurance from a carrier, the Trust shall be the policyholder. The amount of casualty insurance, personal insurance, and benefits shall be such as the administrative board may determine subject to securing a policy or policies from one or more carriers or bond companies able to provide the benefits from the premium paid.

6.2. **TRUST TO ACT AS POLICYHOLDER.** The administrative board may apply for such insurance policies or group insurance or personal insurance or group personal insurance in its name as policyholder or in the names of the participating members and may use the fund to pay for and accept and hold as part of the fund the policy or policies insured to the Trust in its name as policyholder.

6.3. **TERMS OF POLICY.** The administrative board may agree with an insurer of any policy or policies issued for the purposes of this Agreement on waiting period, definitions of full-time employment and all other necessary or desirable provisions, including the eligibility of

employees; or, in the case of self-insurance, the local government and administrative board may provide specifically such terms and conditions.

6.4. **SEPARATE ACCOUNT REQUIRED.** The Trust Board shall create separate funds and accounts for each of the following:

- A. Hospital, medical, and dental;
- B. Disability;
- C. Life (except where part of the hospital and medical plan) whether or not dental is included;
- D. Fidelity and fiduciary;
- E. Casualty, marine, property, and liability.

The assets of each fund shall not be co-mingled with those of another fund, nor shall it be subject to attachment, claims, or payment of damages in any other fund. Where a participating unit of local government elects to participate in Groups A, B, and C, or any combination of these groups, the Trust may treat the account as participating in the fund for which a majority of the premium is paid. One fund may make loans to another.

6.5. **FUND MANAGEMENT.** With respect to each fund, the administrative board shall use and apply each fund:

6.5.1. **GENERAL ADMINISTRATION.** To pay or provide for the payment of all reasonable and necessary expenses of collecting the local governments' contributions and administering the affairs of each fund, including, but without limitation, all expenses which may be incurred in connection with each fund, the employment of such administrative, legal, expert, and clerical assistance, the leasing of such premises and the purchase or lease of such materials, supplies, and equipment as the administrative board, in its discretion, finds necessary or appropriate in the performance of its duties.

6.5.2. **PAYMENT OF PREMIUMS.** To pay or provide for the payment of premiums due from local governments on the policy or policies, when such premiums shall become due; but the administrative board shall not use the fund to maintain in force any insurance for the account of any local government that is in default of payment of contributions to the fund.

6.5.3. **RESERVES.** To establish and accumulate as part of the fund an adequate reserve which the administrative board shall deem advisable to carry out the purposes of this Agreement.

6.5.4. **REFUNDS.** To refund premiums, payments, or contributions from local governments for which insurance may not be purchased for any reason, but if a unit of local

government withdraws from the Trust for any reason, the Trust shall be under no obligation to refund any premium, payment, or contribution of the local government if insurance has been purchased for the local government.

6.6. GENERAL OPERATING ACCOUNT. The administrative board may establish a general operating account or fund and may transfer to that account or fund a specified percentage of revenues received in each separate fund for the purpose of establishing a general operating fund or account to administer the general provision of the Agreement.

6.7. DEPOSITORIES-INVESTMENTS. All premiums, contributions, and monies received by the Trust hereunder as part of the fund or funds shall be deposited by it in such bank or banks as the administrative board may designate for that purpose, and all withdrawals of monies from such bank or banks shall be made only by check signed by a person or persons authorized by the administrative board to sign and countersign but no bank shall be elected as a depository of the funds of the Trust that is not a member of the Federal Deposit Insurance Corporation or is not supervised and insured by an instrumentality of the United States Government.

6.8. BOND REQUIRED. All officers and employees of the Trust who are authorized to sign or countersign checks or who otherwise may handle monies or other property of the Trust shall be bonded.

6.9. DIVIDENDS, EXPERIENCE RATING. Anything contained in this Agreement to the contrary notwithstanding, the administrative board may agree with the insurer or insurers for the combination of financial experiences, for dividend purposes, of policies issued to the administrative board pursuant to this Agreement and of policies not so issued with insured employees of local governments that are insured under this Agreement. The administrative board may agree with the insurers and to provide for a centralized administration of all policies or may administer the programs themselves in any manner deemed advisable by the administrative board.

ARTICLE VII LOCAL GOVERNMENT CONTRIBUTIONS TO THE TRUST

7.1. PERSONAL INSURANCE OR BENEFITS. On application and acceptance by the administrative board or the Executive Director, each local government shall pay to the Trust a sum determined by the administrative board to participate in any personal insurance or self-funded benefit program offered by the Trust. Each local government shall pay to the Trust on such day of each month as determined by the administrative board for all the local governments, such member's contributions for personal insurance when and as the administrative board shall deem necessary to pay the premium due, together with that member's fair share of expenses on account of the personal insurance purchased for such local governments but all local government payments shall be credited against premiums and shares of expenses due from local governments.

7.2. CASUALTY AND LIABILITY INSURANCE. On application and acceptance by the administrative board or the Executive Director, each local government shall pay to the Trust a sum determined by the administrative board to participate in any casualty or liability insurance or self-funded casualty or liability program offered by the Trust. Each local government shall pay to the Trust on such day of each month as determined by the administrative board for the local governments, such member's contributions for insurance when and as the administrative board shall deem necessary to pay the premium due, together with that member's fair share of expenses on account of the insurance purchased for such local governments but all local government payments shall be credited against premiums and shares of expenses due from local governments.

ARTICLE VIII
PARTICIPATION OF LOCAL GOVERNMENTS
IN THE ASSOCIATION

8.1. PERSONAL INSURANCE. The employees of a unit of local government that make application to the administrative board shall, on approval of the application and payment of the premium established by the administrative board, become insured by the Trust under the policy or policies of the Trust and shall participate in the Trust for such personal insurance, provided the employee satisfies the requirements for participation in such personal insurance as may be established by the personal insurance carrier or carriers of the policy or policies under which such insurance is offered; or, under such requirements as the administrative board may establish for participation in any self-funded personal benefit plan or program. A local government's participation in the Trust personal insurance program shall commence on the date set by the Board. The personal insurance carrier of the policy or policies, if any, shall at all times be kept informed by the administrative board of the local governments that participate in the Trust personal insurance, as well as the names of their employees. A local government may participate in the personal insurance program on approval of the application and payment of the premium. The local government need not execute this Agreement to participate, but must subscribe to the personal insurance or benefits to be provided pursuant to this Agreement by resolution, ordinance, or contract.

8.2. CASUALTY AND LIABILITY INSURANCE. A unit of local government that makes application to the administrative board shall, on approval of the application and payment of the premium established by the administrative board, become insured by the Trust under the policy or policies of the Trust and shall participate in the Trust for such insurance, provided the unit of local government satisfies the requirements for participation in such casualty insurance as may be established by the insurance carrier or carriers of the policy of policies under which such insurance is offered; or, under such requirements as the administrative board may establish for participation in any self-funded casualty program. A local government's participation in the Trust insurance program shall commence on the date set by the administrative board. The insurance carrier of the policy or policies, if any, shall at all times be kept informed by the administrative board of the local governments that participate in the Trust insurance. A local government may participate in the casualty or liability insurance program on approval of the application and payment of the premium. The local government need not

execute this Agreement to participate, but must subscribe to the insurance or benefits to be provided pursuant to this Agreement by resolution, ordinance, or contract.

8.3. TERMINATION OF QUALIFICATIONS. A local government shall cease to qualify for participation in the Trust for any insurance or benefit plan when it fails to make its contribution as provided in Article VII for the insurance on the date when due or within the period of time allowed by the administrative board for the payment thereof; or if a local government shall cease to qualify under or by reason of any state or federal law; or when the local government fails to comply with the rules and regulations made by the administrative board from time to time with respect to the administration of the insurance Trust fund or funds; including, but without limiting the generality of the foregoing, the method and accuracy of local government's reports, the effective date of insurance of its employees, the discontinuance of insurance of its employees, premiums due, or any and all other facts which the administrative board deems advisable to assure a sound administration of the insurance programs offered by the Trust.

8.4. TERMINATION OF PARTICIPATION. When in accordance with the provisions of this Article VIII, a local government ceases to qualify for participation in the Trust for the insurance provided under the policy or policies, the administrative board shall, if insured by a carrier, forthwith give notice thereof to the insurance carrier of the policy or policies under which such insurance is provided, and such policy or policies and participation of the local government in the Trust shall terminate to such extent and at such time as the insurance terminates. In such event the Trust shall have no further liability to local government or its employees whose participation and insurance have terminated.

ARTICLE IX
RETURN OF MONIES RECEIVED FROM PERSONS
NOT QUALIFYING AS A LOCAL GOVERNMENT AS
DEFINED IN THIS AGREEMENT

9.1. Should any monies be received by the Trust for the purpose specified in Article II of this Agreement from any local government failing to satisfy the requirements for participation in the Trust, or from any local government whose employees do not become insured under the policy or policies, such monies shall be returned, and there shall be no further obligations whatsoever in connection therewith.

ARTICLE X
ADMINISTRATION OF THE TRUST

10.1. ADMINISTRATIVE BOARD. The Trust shall be governed and administered by an administrative board composed of at least seven officials representing participating Members. The administrative board may from time to time, on a two-thirds vote of the administrative board, increase the number of members on the administrative board without amending this Agreement, but the number shall not exceed 15.

10.1.1. CITIES AND TOWNS. Up to four members of the administrative board shall be elected officials from participating cities and towns unless the number of participating cities and towns is less than four, in which case the minimum number of elected officials from cities and towns on the administrative board shall be reduced to the number of participating cities and towns. The terms of the municipal administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a municipal member of the administrative board ceases to be an elected official, the remaining municipal members shall appoint a person to serve until the next election. At the next election a municipal elected official shall be elected to fill the remainder of the term.

10.1.2. COUNTIES. Up to three members of the administrative board shall be elected officials from participating counties unless the number of participating counties is less than three, in which case the minimum number of elected officials from counties on the administrative board shall be reduced to the number of participating counties. The terms of the county administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a county member of the administrative board ceases to be an elected official, the remaining county members shall appoint a person to serve until the next election. At the next election a county elected official shall be elected to fill the remainder of the term.

10.1.3. SPECIAL DISTRICTS. Up to three members of the administrative board shall be elected or appointed officials from participating special districts unless the number of participating special district is less than three, in which case the minimum number of officials from special districts on the administrative board shall be reduced to the number of participating special districts. The terms of the special district administrative board members shall be four years, but the terms shall be staggered so that one position is filled each year. If a special district member of the administrative board ceases to be an official of a district, the remaining special district members shall appoint a person to serve until the next election. At the next election a special district elected or appointed official shall be elected to fill the remainder of the term.

10.1.4 APPOINTED OFFICIALS. The elected officials of the administrative board may appoint additional members to serve on the board, but the number of appointed board members shall not exceed one third of the total board membership. Any vacancy in the appointed member positions shall be filled by the remaining board members. Terms may be staggered as the board deems appropriate.

10.2. RESIGNATION. A member of the administrative board may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving 30 days notice in writing to the remaining members, or such shorter notice as the remaining members may accept as sufficient, in which notice there shall be stated a date and such resignation shall take effect on the date specified in the notice, unless a successor member shall effect immediately upon the appointment of such successor member.

ARTICLE XI
POWERS OF ADMINISTRATIVE BOARD

11.1. AS POLICYHOLDER. The administrative board may exercise all rights or privileges granted to it as policyholder by provisions of each policy or allowed by the insurance carrier of such policy, and may agree with such insurance carrier to any alteration, modification, or amendment of such policy, and may take any action respecting such policy or the insurance provided thereunder which may be necessary or advisable, and such insurance carrier shall not be required to inquire into the authority of the administrative board with regard to any dealings in connection with such policy.

11.2. CONSTRUE THIS AGREEMENT. The administrative board shall have power to construe the provisions of this Agreement and the terms used herein, and any reasonable construction adopted by the administrative board in good faith shall be binding upon the local governments and employees.

11.3. LIABILITY OF MEMBER. Notwithstanding anything contained herein to the contrary, each local government shall be liable to The Utah Local Governments Trust for the premium for its insurance and the insurance of its employees under the policy or policies for any period during which such insurance is in force and the administrative board shall enforce such liability for such premiums to the extent necessary to pay premiums due under any such policy or policies. In the event any such policy or policies are terminated and premium due thereunder is not paid by the administrative board to the insurance carrier issuing the policy or to the Trust on the date the premium is due thereunder, such insurance carrier, if it shall so elect, shall immediately be subrogated to the right of the Trust to enforce the liability of any local government under this Agreement and may apply any sums collected first toward its expense of suit including costs and counsel fees and then toward the discharge of the premium obligation under the policy or policies. Any such election by the insurer may be exercised at any time and shall not constitute a waiver of its right to collect any deficiencies in premium from the Trust.

11.4. ADMINISTRATIVE BOARD - GENERAL MANAGEMENT MEETINGS. The administrative board shall have the general management, control, and direction of all the business activities and affairs of the Trust, with full power to transact all its business, including the making of deposits in and disbursements from the funds. The administrative board shall meet at least bi-annually.

11.5. COMPENSATION. The members of the administrative board shall receive compensation for their duties and shall be reimbursed for all reasonable and necessary expenses which they may incur in the performance of their duties. Provision may be made to compensate one or more members of the administrative board for special executive or administrative services performed in connection with the direction, administration, or operation of the Trust.

11.6. RULES AND REGULATIONS. The administrative board may promulgate such rules and regulations as may, in its discretion, be proper or necessary for the sound and efficient administration of the Trust; but such rules shall not take effect until a copy or copies

thereof have been mailed to the carrier of such policy or policies which may be affected by such rules and regulations.

11.7. **GENERAL ADMINISTRATION.** The administrative board may delegate its administrative and ministerial powers and duties to an Executive Director. The Trust may employ such persons as it deems necessary on such terms and conditions as the administrative board shall deem appropriate.

11.8. **RECORDS - AUDITS - REPORTS.** The Trust shall keep true and accurate books of account and records of all its transactions, which shall be audited annually or more often by a public accountant and furnish to participating local governments from time to time reports respecting the status of the Trust and the status of each fund and the status of the bond, policy or policies, and the benefits paid thereunder, but the administrative board shall not be required to furnish such reports more often than annually.

11.9. **MEETINGS.** Any action by the administrative board pursuant to this Agreement may be taken either at a meeting, a meeting at which all or several members participate by electronic means, or in writing without a meeting. A meeting may be called at any time by the chairman or any two members, giving at least five days written notice to the other members. Notice of any meeting may be dispensed with if all the members in writing waive the notice. Notice shall be deemed waived by any member that appears at a meeting, unless such appearance is solely for the purpose of objecting to the failure to give the notice required by this section.

11.10. **MAJORITY REQUIRED.** Any action taken by the administrative board pursuant to this Agreement, except as otherwise provided, shall be by at least a majority of a quorum of the members. A quorum is a majority of the total number of the members of the administrative board.

11.11. **NO LIABILITY OF BOARD.** The administrative board shall not have any liability with respect to the nonpayment of local government contributions. All suits and proceedings to enforce or protect any other right, demand, or claim on behalf of the administrative board or Trust, may be instituted and prosecuted on behalf of the Trust and the administrative board.

11.12. **NO LIABILITY - EXCEPTIONS.** The members of the administrative board personally and individually, whether severally or jointly, shall not be liable in any matter or transaction or for any omission relating to the conduct of the business of the Trust nor their respective activities and performance of their duties with respect thereto. No member shall be liable for errors in judgment of himself or of the other members nor for any act, judgment, or exercise of discretion of the administrative board's agents or employees, in the conduct of the Trust and each shall be liable only for his own willful misconduct or wrongdoing in respect thereto.

11.13. **FULL FAITH AND CREDIT.** The administrative board shall honor and be bound by all agreements made by their predecessors, successors, assigns, or assignors.

ARTICLE XII
TERMINATION-DISTRIBUTION OF ASSETS

12.1. PROCEDURE. This Agreement may be terminated:

12.1.1. BY MEMBERS. On a two-thirds majority vote of all members at a meeting called for that purpose after written notice of such meeting stating the time, purpose, and place of the meeting is given to all members at least 30 days prior to this meeting.

12.1.2. BY ADMINISTRATIVE BOARD. By a two-thirds majority vote of all of the members of the administrative board at a meeting called for that purpose after written notice of such meeting stating the time, purpose, and place of the meeting is given to all members of the board and of the Trust at least 30 days prior to the meeting. The Trust board may not terminate this Agreement if more than 25 percent of the members appear at the meeting to object to terminating this Agreement.

12.2. PAYMENT OF OBLIGATIONS. On termination of this Agreement, the entity and administrative board shall continue in existence for the purpose of winding down the affairs of the Trust. The Trust shall make provision, so far as reasonably possible, for the orderly transfer of all policies held in the name of the Trust and to protect members and their employees. The Trust shall, to the extent it has revenues, pay all obligations of the Trust from each fund for which the fund is obligated.

12.3. DISTRIBUTION OF ASSETS. After paying or making provision for paying all claims, whether reported or unreported, the Trust shall pay to the member participants, including those that may have ceased to be members, their proportionate share of the assets from each fund according to the member's ratio of contribution to the fund to the total contribution of all members divided by the unencumbered assets of the fund. Notwithstanding the foregoing, the decision of the Trust board as to the distribution of the assets of the Trust within each fund to participating members and former members shall be final and binding unless the distribution is arbitrary, unreasonable, and capricious under the construction given by the administrative board.

ARTICLE XIII
AMENDMENTS

13.1. BY MEMBER. The members of the Trust may amend the provisions of this Agreement except Sections 5.1., 5.3 12.3., and 13.5. on a two-thirds vote of those attending any meeting called for that purpose by at least ten members or by the administrative board, on giving at least 30 days written notice of the time, purpose, and place of the meeting. The written notice must include the specific language of the proposed amendment.

13.2. BY BOARD. The administrative board may amend the provisions of the Agreement, except Sections 5.1., 5.3 12.3., and 13.5. by a two-thirds vote, at any meeting called for that purpose if at least 30 days written notice of the time, purpose, and place of the meeting is provided to all members and members of the board. The written notice must include the specific language of the proposed amendment and advise the members about their right to object to the

proposed amendment and the method by which such right may be exercised. The amendment shall not be effective if more than 50 percent of the members appear personally or provide written objection to the proposed amendment prior to the time of the meeting.

13.3. RESTRICTIONS ON RIGHT TO AMEND. Sections 5.1. 5.3., 12.3., and 13.5. shall not be amended except with the unanimous concurrence of all members and local governments entitled to the funds of or refunds or payments from the Trust.

13.4. NOTICE OF AMENDMENT. After an amendment has been approved by the members or Trust board, notice shall be given to all members of the amendment together with a statement of the effective date of the amendment which shall be at least 30 days after the date of the meeting at which the amendment was approved.

13.5. MEMBERS SUBJECT TO CONTINGENT ASSESSMENT. (Reserved.)

13.6. CONSENT REQUIRED FOR OTHER ASSESSMENT. (Reserved.)

ARTICLE XIV MISCELLANEOUS PROVISIONS

14.1. RECORDS OF LOCAL GOVERNMENT TO BE FURNISHED. Local governments shall furnish to the administrative board such records and any other information as the administrative board or the insurance carrier of the policy or policies may require in connection with the administration of the Trust. The insurance carrier shall have the right to audit all records of the Trust or local governments pertaining to the insurance provided by the carrier.

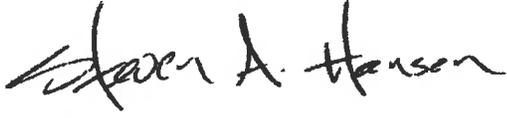
14.2. THIRD PARTY CLAIMS AGAINST TRUST FUNDS. Unless otherwise specifically provided in a written agreement between a unit of local government and the Trust, no local government nor any other person claiming by or through such employee by reason of having been named a beneficiary in a certificate or otherwise, shall have any claim against the monies or properties of the Trust, and the interests of such employees, beneficiaries, and other persons claiming through them shall be limited to those specified in the policy or policies.

14.3. SPECIAL PROVISIONS RELATING TO WORKERS' COMPENSATION COVERAGE. For each member that chooses to participate in the Workers' Compensation insurance program through the Trust, the Trust shall pay any workers' compensation liabilities incurred during the period of participation and membership. The member's bankruptcy insolvency or withdrawal from the Trust shall not relieve the Trust of such workers' compensation liability, nor shall bankruptcy, insolvency or cessation of the Trust relieve the member of its ultimate liability to pay the worker's compensation claims of the member's employees.

14.4. SUPERSEDES PRIOR AGREEMENT. This Agreement supersedes and replaces all previous Interlocal Agreements creating or establishing the Utah Local Governments Trust.

DATED as of and made effective _____, 20____.

UTAH LOCAL GOVERNMENTS TRUST



Executive Director of Utah Local Governments Trust

Name of Public Agency

Signature of Person Authorized to Bind This Agreement

Date

Approved as to form



Attorney

DRAFT

Agenda Item Number : **6A**

Request For Council Action

Date Submitted 2016-06-27 11:24:56

Applicant PC

Quick Title PC Report from June 28, 2016

Subject Consider the Planning Commission report for the meeting that was held on June 28, 2016

Discussion PC agenda was fairly long, but mostly consisted of subdivisions and two public hearings. The agenda had three final plat amendments, five final plats, and two preliminary plats.

Cost \$0.00

City Manager Recommendation Bunch of plats both preliminary and final.

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: JUNE 28, 2016
CITY COUNCIL MEETING: JULY 7, 2016

1. **PUBLIC HEARING TO BE ADVERTISED FOR JULY 21, 2016**

- A. Consider a zone change amendment to: 1) approve a fifth (5th) zone change amendment to the 'Atkinville Interchange Zone Plan' to add/allow the 'use' of truck sales and service on Astragalus Drive in the PD-C zone in Area 2.3; and to 2) approve the site plan layout & building design in the PD-C zone in Area 2.3 for development of the 'Kenworth' site (Truck sales, services, rentals, & leasing facility) on a portion of 27.14 acres. The property is generally located in the vicinity of the former Utah Travel Center located east of the I-15 Freeway in the Milepost 2 Interchange and within the Atkinville Master Plan area. The applicant is Kenworth (truck sales) and the representative is Mr. Scott Nielson, NBW Architects. Case No. 2016-ZCA-025 (Staff – Ray Snyder)
- B. Consider a zone change from RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) to C-2 (Highway Commercial) on approximately 0.69 acres. The property is Parcel 1 of the Charles W and Karen G Crosby Trust (APN SGM-11-11) and is generally located on Red Hills Parkway by 1900 East Street. The applicant is 'The Crosby Trust' and the representative is Mrs. Lori Hutchings. Case No. 2016-ZC-024 (Staff – Ray Snyder)

2. **FINAL PLAT MENDMENTS (FPA)**

- A. Consider amending a residential final plat subdivision for "Kachina Cliffs Phase 2 – Entrada at Snow Canyon Amended." Located at approximately 2110 West Magatsu Drive (northeast side of Snow Canyon Parkway). The property is zoned PD-R (Planned Development Residential). The purpose is to revise the interior lot restrictions of the No Build- No Disturb lines shown on Lots 40 and 41. The representative is Mr. Kevan Bundy, Bundy Surveying Inc. Case No. 2016-FPA-035 (Staff Todd Jacobsen).
- B. Consider amending a residential final plat subdivision for "Primrose Pointe Subdivision Phase 4 2nd Amended and Extended." Located at approximately 1900 East and 200 South (Arroyo Drive in the primrose Subdivision). The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The purpose is to make Lot 42 larger. The representative is Mr. Adam Allen, Bush & Gudgell. Case No. 2016-FPA-058 (Staff Todd Jacobsen).

3. **FINAL PLATS (FP)**

- A. Consider a three (3) lot residential final subdivision plat for "Camadon Subdivision Phase 1." Located at approximately 1200 West 750 North Street. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The representative is Mr. Kevan Bundy, Bundy Surveying Inc. Case No. 2016-FP-032 (Staff Todd Jacobsen).

- B. Consider a twelve (12) lot residential final subdivision plat for “**Hawthorn Estates Phase 4.**” Located at approximately 3100 East and 3580 South (east of 3000 East Street and the north side of Maple Mountain Drive). The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2016-FP-029 (Staff Todd Jacobsen).
- C. Consider a fifteen (15) lot residential final subdivision plat for “**Maple Estates Phase 1.**” Located at approximately 3100 East and 3580 South (east of 3000 East Street and the south side of Maple Mountain Drive). The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2016-FP-027 (Staff Todd Jacobsen).
- D. Consider a nine (9) lot residential final subdivision plat for “**Oakwood Estates Phase 4.**” Located at approximately 3170 East and 3100 South Street. The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2016-FP-020 (Staff Todd Jacobsen).
- E. Consider an eighteen (18) lot residential final subdivision plat for “**Redwood Estates Phase 1 Subdivision.**” Located east of 3210 East Street and south of 3230 South Street and north of Crimson Ridge Drive. The property is zoned R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2016-FP-022 (Staff Todd Jacobsen).

4. **PRELIMINARY PLAT (PP)**

Consider approval of a preliminary plat for a seventy (70) lot residential subdivision called “**The Arbors Phases 1-5.**” Located between Little Valley Road and 3000 East at the northeast corner of the intersection of Little Valley Road and Horseman Park Drive. The property is zoned R-1-12 (Single Family Residential 12,000 sp. Ft. lot size). The representative is Mr. Steve Kamlowsky. Case No. 2016-PP-018. (Staff – Wes Jenkins)

5. **OTHER BUSINESS**

The Planning Commission meeting on June 28th was approximately 2 ½ hours long; it began at 5:00 pm and ended at approximately 7:30 pm. Listed below is a ‘brief’ summary of the agenda items:

a. **ZCA**

The request for a ZCA (zone change amendment) for the proposed ‘**Kenworth**’ truck service, rental, leasing, and sales facility to be located in Area 2.3 of the Atkinville Interchange Zone Plan (milepost 2) was discussed for approx. one hour before it was recommended for approval with conditions. It is requested to be heard as a public hearing on July 21st by CC.

- b. ZC
The ZC (zone change) request for the 'Crosby Trust' to change from RE-12.5 to C-2 zoning on Redhills Parkway was discussed for 5 minutes before being recommended for approval. It is requested to be heard as a public hearing on July 21st by CC.
- c. FPA
Two of the FPA (final plat amendments) were discussed for Approx. 10 minutes and were then recommended for approval; 1) Kachina Cliffs Phase 2 – Entrada at Snow canyon Amended) and 2) Primrose Pointe Phase 4 – 2nd amended and extended. However, one was withdrawn to work out issues of concern and will return at a future PC meeting (U.S. Bank subdivision amended).
- d. FP
The five (5) FP (Final Plats) were reviewed discussed for approximately 6 minutes and are recommended for approval.
- e. PP
Two PP (Preliminary Plats) were reviewed. One PP (Maple Estates Phase 2- 4) was discussed for approximately 30 minutes until it was tabled at the request of the representative (*to resolve drainage issues and concerns*). One PP (Arbors Phases 1 – 5). Was discussed for about 7 minutes before it was recommended for approval.
- f. RS
A RS (reduced setback) for Star Sign on Tabernacle was discussed for 20 minutes and was then approved with conditions (*note this does not come to the CC*).

PCR ITEM 2A

Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL MEETING: 07/07/2016

AMENDING A FINAL SUBDIVISION PLAT

Kachina Cliffs Phase 2 – Entrada at Snow Canyon Amended

Case No. 2016-FPA-035

Request: Consider Amending a Residential Final Subdivision Plat

Representative: Kevan Bundy, Bundy Surveying Inc.
935 North 1300 West #8
St. George, UT 84770

Property: Located at approximately 2110 West Magatsu Dr. (northeast side of Snow Canyon Parkway)

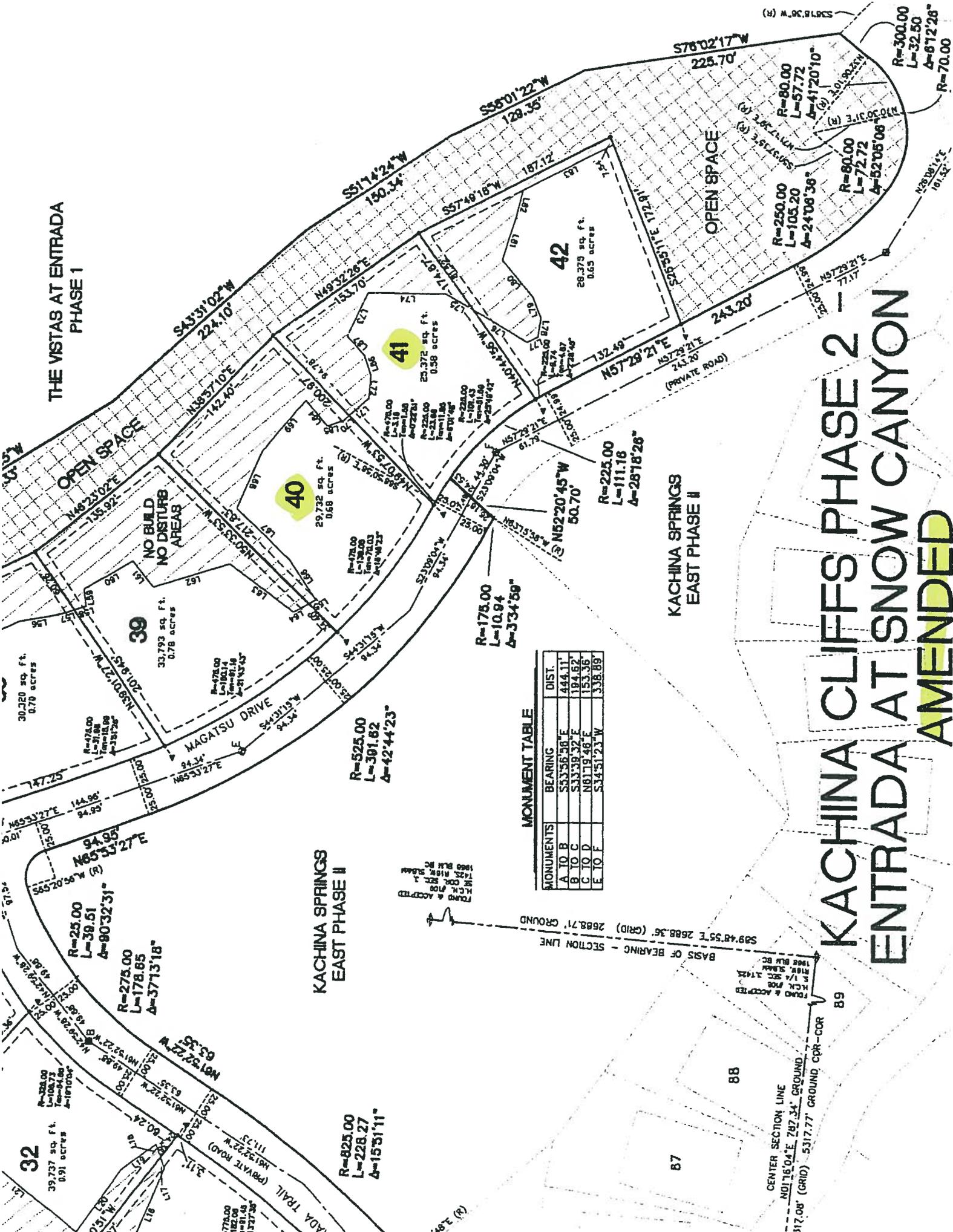
Zone: PD-R

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to revise the interior lot restrictions of the No Build – No Disturb lines shown on Lots 40 & 41 and as approved by City Staff. No other changes were made or intended.

All aspects of this Final Subdivision Plat Amendment 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.

P.C.: The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat Amendment for Kachina Cliffs Phase 2 – Entrada at Snow Canyon Amended.

THE VISTAS AT ENTRADA
PHASE 1



MONUMENT TABLE

MONUMENTS	BEARING	DIST.
A TO B	S33°56'56"E	444.11'
B TO C	S33°38'32"E	194.62'
C TO D	N81°19'46"E	153.36'
E TO F	S34°51'23"W	338.89'

KACHINA CLIFFS PHASE 2 -
ENTRADA AT SNOW CANYON
AMENDED

KACHINA SPRINGS
EAST PHASE II

CENTER SECTION LINE
N01°16'04"E 787.34' GROUND
S17°08' (GRID) 5317.77' GROUND COR-COR

289°48'55"E 2688.36' (GRID) 2688.71' GROUND - SECTION LINE

1988 BLM PC
1988 COR. SEC. 1
H.C. & A.C. 1988
FOUND & ACCEPTED



NOTES

1. THE PROJECT AREA IS LOCATED WITHIN THE CITY OF ST. GEORGE, UTAH.
2. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.
3. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.
4. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.
5. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.
6. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.
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8. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.
9. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.
10. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.

GENERAL NOTES AND RESTRICTIONS

1. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.

2. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.

3. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.

4. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.

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8. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.

9. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.

10. THE PROJECT AREA IS BOUND BY THE CITY OF ST. GEORGE, UTAH.

SURVEYORS CERTIFICATE

WE, THE UNDERSIGNED, HAVE BEEN EMPLOYED BY THE ABOVE NAMED PARTY TO SURVEY THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT AND TO PREPARE THIS CERTIFICATE AND THE ACCOMPANYING MAP. WE HEREBY CERTIFY THAT WE ARE LICENSED SURVEYORS UNDER THE LAWS OF THE STATE OF UTAH AND THAT WE HAVE COMPLIED WITH ALL THE REQUIREMENTS OF SAID LAWS IN THE PERFORMANCE OF OUR DUTY.

KACHINA CLIFFS PHASE 2 - ENTRADA AT SNOW CANYON AMENDED

AND SHALL THIS INSTRUMENT BE A PART OF THE RECORD.



ROYAL L. SHAWY, P.L.S. No. 177128

BOUNDARY DESCRIPTION

THE FOLLOWING IS A DESCRIPTION OF THE BOUNDARIES OF THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP:

THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT IS A POINT IN THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP.

THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT IS A POINT IN THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP.

THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT IS A POINT IN THE SOUTHERLY CORNER OF THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP.

OWNERS DEDICATION

WE, THE UNDERSIGNED, HEREBY DEDICATE TO THE PUBLIC THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP, FOR THE USE OF THE PUBLIC.

WE, THE UNDERSIGNED, HEREBY DEDICATE TO THE PUBLIC THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP, FOR THE USE OF THE PUBLIC.

WE, THE UNDERSIGNED, HEREBY DEDICATE TO THE PUBLIC THE LAND DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP, FOR THE USE OF THE PUBLIC.

DOUGLAS BRIDGEMAN INVESTMENTS, LLC

BY: BERTY N. REEDER, MANAGER

BERNARD S. REEDER

BERTY N. REEDER

KACHINA CLIFFS PHASE 2 - ENTRADA AT SNOW CANYON AMENDED

(A PLANNED UNIT DEVELOPMENT)
 LOCATED IN THE SE 1/4 SECTION 3, AND THE NE 1/4 SECTION 1D,
 T 42 S, R 16 W, SLBAM - ST. GEORGE, UTAH

APPROVAL OF THE PLANNING AND ZONING MANAGER	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
PLANNING AND ZONING MANAGER CITY OF ST. GEORGE	THE ABOVE SUBMISSION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. GEORGE, UTAH ZONING ORDINANCES AND THE CITY OF ST. GEORGE, UTAH PLANNING COMMISSION RESOLUTIONS.	APPROVED AS TO FORM, THIS INSTRUMENT IS IN ACCORDANCE WITH THE CITY OF ST. GEORGE, UTAH ZONING ORDINANCES AND THE CITY OF ST. GEORGE, UTAH PLANNING COMMISSION RESOLUTIONS.	ON THIS DAY OF _____, A.D. 20____, THE CITY OF ST. GEORGE, UTAH PLANNING COMMISSION HAS REVIEWED THE ABOVE SUBMISSION AND HAS APPROVED THE SAME.	WE, THE UNDERSIGNED, HEREBY APPROVE THE INSTRUMENT DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP, FOR THE USE OF THE PUBLIC.	WE, THE UNDERSIGNED, HEREBY APPROVE THE INSTRUMENT DESCRIBED IN THE FOREGOING INSTRUMENT, AS SHOWN ON THE ACCOMPANYING MAP, FOR THE USE OF THE PUBLIC.	KACHINA CLIFFS PHASE 2 - ENTRADA AT SNOW CANYON AMENDED LOCATED IN THE SE 1/4 SECTION 3, AND THE NE 1/4 SECTION 1D, T 42 S, R 16 W, SLBAM - ST. GEORGE, UTAH

PCR ITEM 2B
Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL MEETING: 07/07/2016

AMENDING A FINAL SUBDIVISION PLAT

Primrose Pointe Subdivision Phase 4 2nd Amended and Extended
Case No. 2015-FPA-058

Request: Consider Amending a Residential Final Subdivision Plat

Representative: Adam Allen, Bush and Gudgell
205 E. Tabernacle St., Suite 4
St. George, UT 84770

Property: Located at approximately 1900 East and 200 South (Arroyo Drive in the Primrose Sub.)

Zone: R-1-10

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to make Lot 42 larger. Along with adjusting the lot lines to make this bigger the public utility easements have also been adjusted to match the proposed lot lines of Lot 42. Also the Flood Map Reference has also been updated to match the current FEMA Maps. No other changes were made or intended.

All aspects of this Final Subdivision Plat Amendment 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.

P.C.: The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat Amendment for Primrose Pointe Subdivision Phase 4 2nd Amended and Extended.

Prepared by: **BUSH & GUDGETL, INC.**
 Registered Professional Surveyors - Registered Professional Engineers
 555 N. Georgia Street, Suite 200
 Raleigh, North Carolina 27601
 Phone: (404) 827-2277 / Fax: (404) 827-2141
 Email: bush@bushandgudgetl.com

LEGEND:

- ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 3/4" REBAR AND CAP STAMPED L3 30488, UNLESS OTHERWISE NOTED.
- SECTIONAL MANIPULATION (FOUND, TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON PLAN)
- TO CITY STANDARD CONTROL MONUMENT TO BE SET (CLASS 1, RING AND LID SET TO CITY STANDARD)
- SPECIFIC FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING AND LID)
- SPECIFIC SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, REBAR & ALUM CAP SET TO CITY STANDARD)
- AT AN OFFSET DISTANCE OF 5.0'

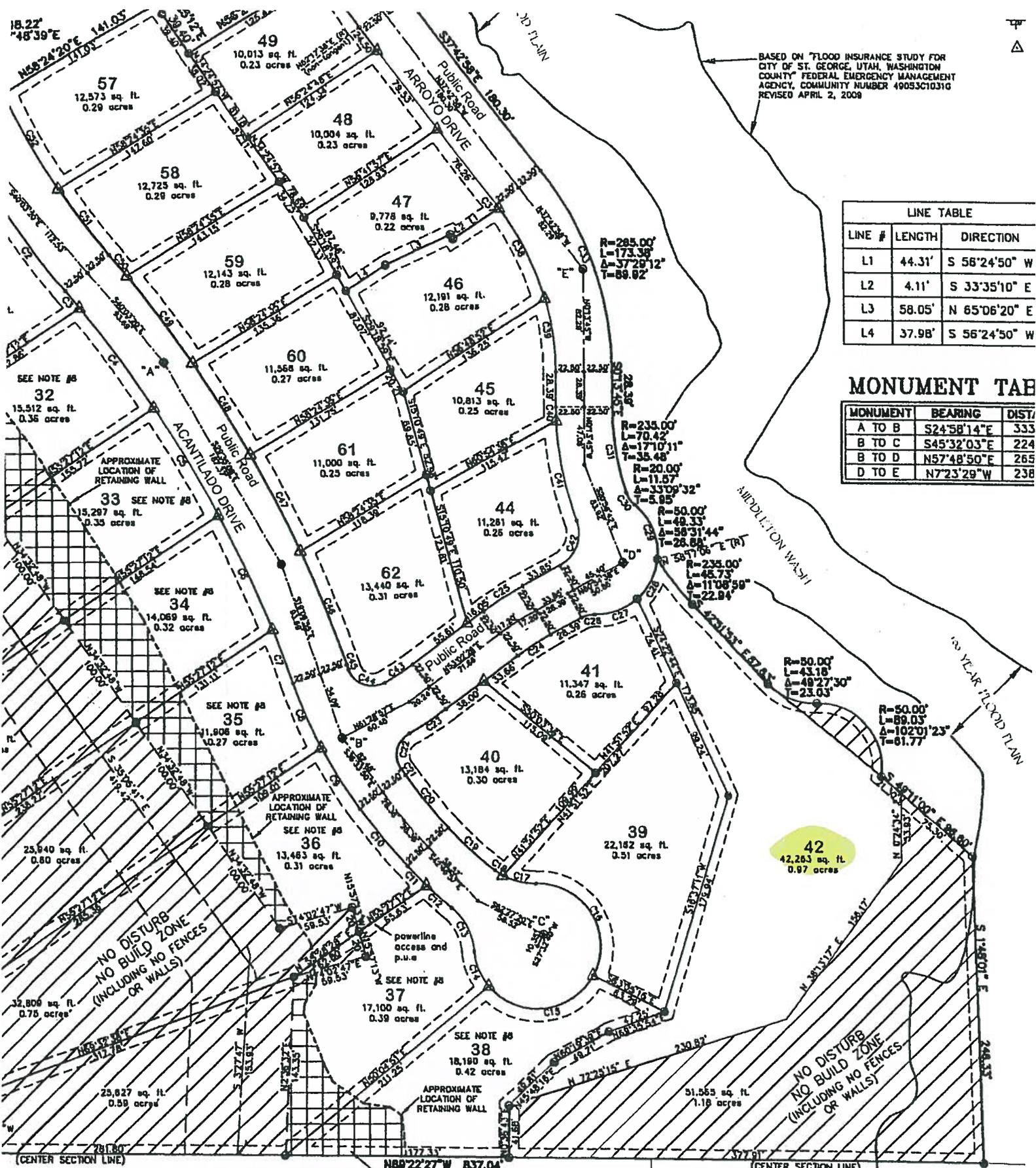
CURVE DATA TABLE

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+20.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+30.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+40.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
1+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+20.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+30.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+40.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
2+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+20.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+30.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+40.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
3+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+20.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+30.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+40.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
4+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+20.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+30.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+40.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
5+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+20.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+30.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+40.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
6+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+20.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+30.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+40.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
7+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
8+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
8+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
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8+30.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
8+40.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
8+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
8+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
8+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
8+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
8+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
9+00.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
9+10.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
9+20.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
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9+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
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10+50.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
10+60.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
10+70.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
10+80.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00
10+90.00	S 89° 57' 30" W	100.00	171° 56' 00" E	100.00

MONUMENT TABLE

MONUMENT NUMBER	BEARING	DISTANCE
1	S 89° 57' 30" W	100.00
2	S 89° 57' 30" W	100.00
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57	S 89° 57' 30" W	100.00
58	S 89° 57' 30" W	100.00
59	S 89° 57' 30" W	100.00
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62	S 89° 57' 30" W	100.00
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82	S 89° 57' 30" W	100.00
83	S 89° 57' 30" W	100.00
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93	S 89° 57' 30" W	100.00
94	S 89° 57' 30" W	100.00
95	S 89° 57' 30" W	100.00
96	S 89° 57' 30" W	100.00
97	S 89° 57' 30" W	100.00
98	S 89° 57' 30" W	100.00
99	S 89° 57' 30" W	100.00
100	S 89° 57' 30" W	100.00

BASED ON "FLOOD INSURANCE STUDY FOR CITY OF ST. GEORGE, UTAH, WASHINGTON COUNTY" FEDERAL EMERGENCY MANAGEMENT AGENCY, COMMUNITY NUMBER 49053C10310 REVISED APRIL 2, 2009



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	44.31'	S 56°24'50" W
L2	4.11'	S 33°35'10" E
L3	58.05'	N 65°06'20" E
L4	37.98'	S 56°24'50" W

MONUMENT TAB		
MONUMENT	BEARING	DIST/
A TO B	S24°58'14"E	333
B TO C	S45°32'03"E	224
B TO D	N57°48'50"E	265
D TO E	N72°29'W	238

(CENTER SECTION LINE) N89°22'27" W 837.04' NO BUILD ZONE (CENTER SECTION LINE) 332 ASSOCIATES, LLC RIO GRANDE ASSOCIATES, LLC

PCR ITEM 3A
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL MEETING: 07/07/2016

FINAL SUBDIVISION PLAT
Camadon Subdivision Phase 1
Case No. 2016-FP-032

Request: Consider a 3 Lot Residential Final Subdivision Plat

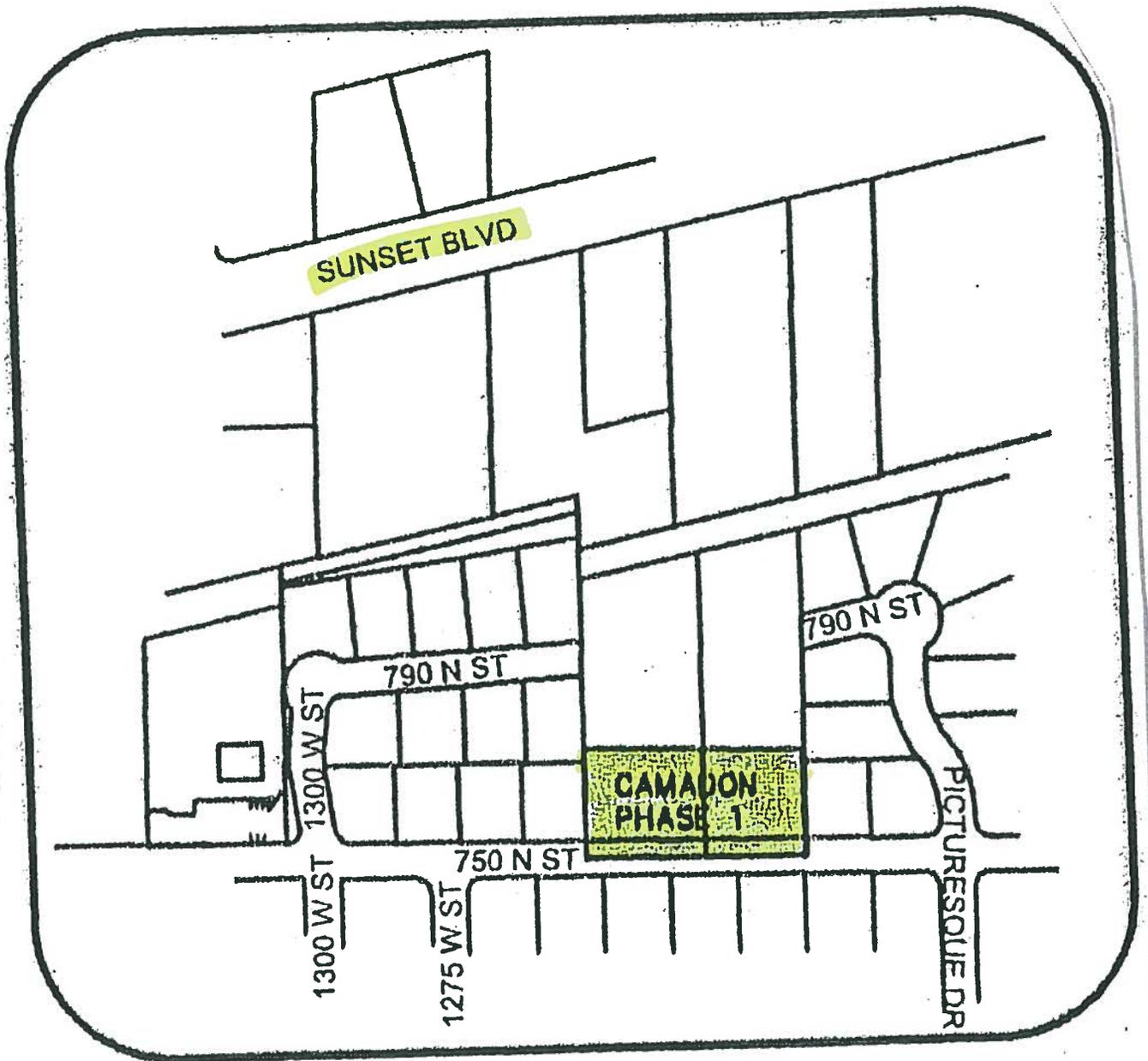
Representative: Kevan Bundy, Bundy Surveying Inc.
935 North 1300 West #8
St. George, UT 84770

Property: Located at approximately 1200 West 750 North Street

Zone: R-1-10

Staff Comments: All aspects of this Final Subdivision Plat 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 Preliminary Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Camadon Subdivision Phase 1.



VICINITY MAP (NO SCALE)

PCR ITEM 3B
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL MEETING: 07/07/2016

FINAL SUBDIVISION PLAT

Hawthorn Estates Phase 4

Case No. 2016-FP-029

Request: Consider a 12 Lot Residential Final Subdivision Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3100 East and 3580 South (east of 3000 East St. and the north side of Maple Mountain Dr.)

Zone: R-1-10

Staff Comments: All aspects of this Final Subdivision Plat 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 Preliminary Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Hawthorn Estates Phase 4.

SURVEYOR'S CERTIFICATE:

I, G. BRADCOCK PETERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HAVE PREPARED THIS PLAN IN ACCORDANCE WITH TITLE 54, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND SURVEYORS ACT. I HAVE MADE A SEARCH OF THE RECORDS OF THE SURVEYING BOARD AND HAVE FOUND NO RECORDS OF ANY OTHER SURVEYOR'S PLAN FOR THE TRACT OF LAND SHOWN ON THIS PLAN. I HAVE ALSO MADE A SEARCH OF THE RECORDS OF THE SURVEYING BOARD AND HAVE FOUND NO RECORDS OF ANY OTHER SURVEYOR'S PLAN FOR THE TRACT OF LAND SHOWN ON THIS PLAN. I HAVE ALSO MADE A SEARCH OF THE RECORDS OF THE SURVEYING BOARD AND HAVE FOUND NO RECORDS OF ANY OTHER SURVEYOR'S PLAN FOR THE TRACT OF LAND SHOWN ON THIS PLAN.

HAWTHORN ESTATES - PHASE 4

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE ON THIS 15th DAY OF APRIL, 2014, AT WASHINGTON, DISTRICT OF COLUMBIA.



DATE: _____

LEGAL DESCRIPTION:

THE TRACT OF LAND SHOWN ON THIS PLAN IS A SUBDIVISION OF THE TRACT OF LAND KNOWN AS HAWTHORN ESTATES - PHASE 4, AS SHOWN ON THE SURVEYING BOARD'S RECORDS OF SURVEYING PLANS, FILED IN THE OFFICE OF THE SURVEYING BOARD, WASHINGTON, DISTRICT OF COLUMBIA, AND IS BOUND BY THE TRACTS OF LAND KNOWN AS HAWTHORN ESTATES - PHASE 1, HAWTHORN ESTATES - PHASE 2, HAWTHORN ESTATES - PHASE 3, HAWTHORN ESTATES - PHASE 4, HAWTHORN ESTATES - PHASE 5, HAWTHORN ESTATES - PHASE 6, HAWTHORN ESTATES - PHASE 7, HAWTHORN ESTATES - PHASE 8, HAWTHORN ESTATES - PHASE 9, HAWTHORN ESTATES - PHASE 10, HAWTHORN ESTATES - PHASE 11, HAWTHORN ESTATES - PHASE 12, HAWTHORN ESTATES - PHASE 13, HAWTHORN ESTATES - PHASE 14, HAWTHORN ESTATES - PHASE 15, HAWTHORN ESTATES - PHASE 16, HAWTHORN ESTATES - PHASE 17, HAWTHORN ESTATES - PHASE 18, HAWTHORN ESTATES - PHASE 19, HAWTHORN ESTATES - PHASE 20, HAWTHORN ESTATES - PHASE 21, HAWTHORN ESTATES - PHASE 22, HAWTHORN ESTATES - PHASE 23, HAWTHORN ESTATES - PHASE 24, HAWTHORN ESTATES - PHASE 25, HAWTHORN ESTATES - PHASE 26, HAWTHORN ESTATES - PHASE 27, HAWTHORN ESTATES - PHASE 28, HAWTHORN ESTATES - PHASE 29, HAWTHORN ESTATES - PHASE 30, HAWTHORN ESTATES - PHASE 31, HAWTHORN ESTATES - PHASE 32, HAWTHORN ESTATES - PHASE 33, HAWTHORN ESTATES - PHASE 34, HAWTHORN ESTATES - PHASE 35, HAWTHORN ESTATES - PHASE 36, HAWTHORN ESTATES - PHASE 37, HAWTHORN ESTATES - PHASE 38, HAWTHORN ESTATES - PHASE 39, HAWTHORN ESTATES - PHASE 40, HAWTHORN ESTATES - PHASE 41, HAWTHORN ESTATES - PHASE 42, HAWTHORN ESTATES - PHASE 43, HAWTHORN ESTATES - PHASE 44, HAWTHORN ESTATES - PHASE 45, HAWTHORN ESTATES - PHASE 46, HAWTHORN ESTATES - PHASE 47, HAWTHORN ESTATES - PHASE 48, HAWTHORN ESTATES - PHASE 49, HAWTHORN ESTATES - PHASE 50, HAWTHORN ESTATES - PHASE 51, HAWTHORN ESTATES - PHASE 52, HAWTHORN ESTATES - PHASE 53, HAWTHORN ESTATES - PHASE 54, HAWTHORN ESTATES - PHASE 55, HAWTHORN ESTATES - PHASE 56, HAWTHORN ESTATES - PHASE 57, HAWTHORN ESTATES - PHASE 58, HAWTHORN ESTATES - PHASE 59, HAWTHORN ESTATES - PHASE 60, HAWTHORN ESTATES - PHASE 61, HAWTHORN ESTATES - PHASE 62, HAWTHORN ESTATES - PHASE 63, HAWTHORN ESTATES - PHASE 64, HAWTHORN ESTATES - PHASE 65, HAWTHORN ESTATES - PHASE 66, HAWTHORN ESTATES - PHASE 67, HAWTHORN ESTATES - PHASE 68, HAWTHORN ESTATES - PHASE 69, HAWTHORN ESTATES - PHASE 70, HAWTHORN ESTATES - PHASE 71, HAWTHORN ESTATES - PHASE 72, HAWTHORN ESTATES - PHASE 73, HAWTHORN ESTATES - PHASE 74, HAWTHORN ESTATES - PHASE 75, HAWTHORN ESTATES - PHASE 76, HAWTHORN ESTATES - PHASE 77, HAWTHORN ESTATES - PHASE 78, HAWTHORN ESTATES - PHASE 79, HAWTHORN ESTATES - PHASE 80, HAWTHORN ESTATES - PHASE 81, HAWTHORN ESTATES - PHASE 82, HAWTHORN ESTATES - PHASE 83, HAWTHORN ESTATES - PHASE 84, HAWTHORN ESTATES - PHASE 85, HAWTHORN ESTATES - PHASE 86, HAWTHORN ESTATES - PHASE 87, HAWTHORN ESTATES - PHASE 88, HAWTHORN ESTATES - PHASE 89, HAWTHORN ESTATES - PHASE 90, HAWTHORN ESTATES - PHASE 91, HAWTHORN ESTATES - PHASE 92, HAWTHORN ESTATES - PHASE 93, HAWTHORN ESTATES - PHASE 94, HAWTHORN ESTATES - PHASE 95, HAWTHORN ESTATES - PHASE 96, HAWTHORN ESTATES - PHASE 97, HAWTHORN ESTATES - PHASE 98, HAWTHORN ESTATES - PHASE 99, HAWTHORN ESTATES - PHASE 100.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT HAVE HEREBY DEDICATED TO THE PUBLIC THE TRACT OF LAND SHOWN ON THIS PLAN, TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND DRIVEWAYS, HEREAFTER SHOWN AS:

HAWTHORN ESTATES - PHASE 4

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND WARRANT TO THE CITY OF ST. GEORGE, DISTRICT OF COLUMBIA, ALL LOTS, PUBLIC STREETS, AND DRIVEWAYS SHOWN ON THIS PLAN AS PUBLIC STREETS AND DRIVEWAYS. ALL LOTS, PUBLIC STREETS, AND DRIVEWAYS SHOWN ON THIS PLAN SHALL BE SUBJECT TO THE CITY OF ST. GEORGE'S RIGHT OF EASE AND RIGHT OF WAY. THE CITY OF ST. GEORGE SHALL HAVE THE RIGHT TO TAKE ANY AND ALL NECESSARY ACTION TO ENFORCE THIS DEDICATION. THE CITY OF ST. GEORGE SHALL HAVE THE RIGHT TO TAKE ANY AND ALL NECESSARY ACTION TO ENFORCE THIS DEDICATION. THE CITY OF ST. GEORGE SHALL HAVE THE RIGHT TO TAKE ANY AND ALL NECESSARY ACTION TO ENFORCE THIS DEDICATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE ON THIS 15th DAY OF APRIL, 2014.

QUALITY PROPERTIES, INC.
BY: G. BRADCOCK PETERSON

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF WASHINGTON } ss.
I, _____, Secretary of the Corporation, do hereby certify that the above described person is a duly authorized officer of the Corporation and is duly qualified to execute the foregoing instrument.

ON THE _____ DAY OF _____, 2014, PERSONALLY APPEARED BEFORE ME, G. BRADCOCK PETERSON, A PROFESSIONAL LAND SURVEYOR, THE PRESIDENT OF QUALITY PROPERTIES, INC., A WASHINGTON CORPORATION, AND HE HAS DECLARED THAT HE IS THE PRESIDENT OF QUALITY PROPERTIES, INC., A WASHINGTON CORPORATION, AND THAT HE IS DULY AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT ON BEHALF OF QUALITY PROPERTIES, INC., A WASHINGTON CORPORATION. I HAVE EXAMINED THE CERTIFICATE OF INCORPORATION AND THE ARTICLES OF INCORPORATION OF QUALITY PROPERTIES, INC., A WASHINGTON CORPORATION, AND I HAVE FOUND THAT QUALITY PROPERTIES, INC., A WASHINGTON CORPORATION, IS A WASHINGTON CORPORATION. I HAVE EXAMINED THE CERTIFICATE OF INCORPORATION AND THE ARTICLES OF INCORPORATION OF QUALITY PROPERTIES, INC., A WASHINGTON CORPORATION, AND I HAVE FOUND THAT QUALITY PROPERTIES, INC., A WASHINGTON CORPORATION, IS A WASHINGTON CORPORATION.

Subdivision Final Plat for HAWTHORN ESTATES - PHASE 4

Located in the Northeast Quarter of Section 15, Township 43 South, Range 15 West, SB88M

RECORDED NUMBER _____

DATE OF RECORDING _____

BY _____

FOR _____

IN _____

AT _____

ON _____

IN _____

FOR _____

IN _____

AT _____

ON _____

IN _____

FOR _____

IN _____

AT _____

ON _____

IN _____

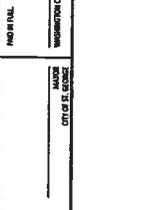
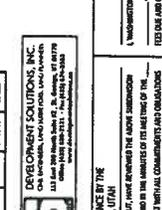
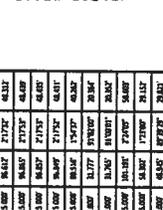
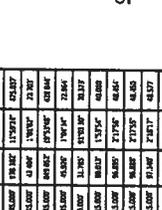
FOR _____

IN _____

SCALE IN FEET 1"=60'



LOT	AREA (SQ. FT.)	AREA (SQ. YD.)
1	12,500	286
2	12,500	286
3	12,500	286
4	12,500	286
5	12,500	286
6	12,500	286
7	12,500	286
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94	12,500	286
95	12,500	286
96	12,500	286
97	12,500	286
98	12,500	286
99	12,500	286
100	12,500	286



APPROVAL OF THE PLANNING AND ZONING COMMISSION

APPROVAL OF THE CITY OF ST. GEORGE

APPROVAL OF THE ENGINEERS

APPROVAL OF THE SURVEYOR

APPROVAL OF THE DEVELOPER

APPROVAL OF THE CITY OF ST. GEORGE

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APPROVAL OF THE CITY OF ST. GEORGE

APPROVAL OF THE PLANNING AND ZONING COMMISSION

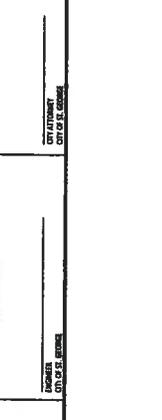
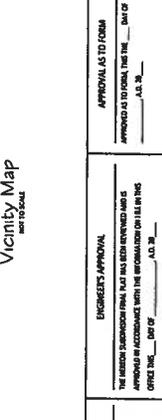
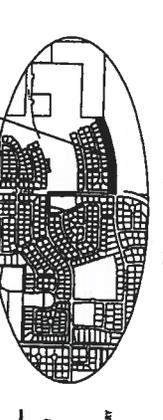
APPROVAL OF THE CITY OF ST. GEORGE

APPROVAL OF THE ENGINEERS

APPROVAL OF THE SURVEYOR

APPROVAL OF THE DEVELOPER

APPROVAL OF THE CITY OF ST. GEORGE



APPROVAL OF THE PLANNING AND ZONING COMMISSION

APPROVAL OF THE CITY OF ST. GEORGE

APPROVAL OF THE ENGINEERS

APPROVAL OF THE SURVEYOR

APPROVAL OF THE DEVELOPER

APPROVAL OF THE CITY OF ST. GEORGE

NOTIFICATION AND CONSENT TO IMPACT FEE OBLIGATION:

THE OWNER AND MORTGAGEE OF THE ABOVE TRACT HEREBY ACKNOWLEDGE THAT THE SUBSEQUENT INSTRUMENT BEING RECORDED WITH RESPECT TO SAID TRACT, THERE SHALL BE WATER AVAILABILITY FEES DUE TO THE STATE OF UTAH AND WASHINGTON COUNTY WATER CONSERVANCY DISTRICT. IN THE EVENT OF A BUILDING PERMIT FOR CONSTRUCTION ON THE ANY PORTION OF THE TRACT, OR SECURITY AGREEMENT IS RECORDED AND ACCORDS WITH THE SAME AS SET FORTH IN A PRELIMINARY NOTE AND AGREEMENT TO CONVEY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE OBLIGATION AND CONSENT TO IMPACT FEE OBLIGATION ON THE PART OF:

ACKNOWLEDGEMENT BY WASHINGTON COUNTY WATER CONSERVANCY DISTRICT:
I, _____, COUNTY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE OBLIGATION AND CONSENT TO IMPACT FEE OBLIGATION ON THE PART OF:
STATE OF UTAH } s.
WASHINGTON COUNTY } s.
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

STATE OF UTAH } s.
WASHINGTON COUNTY } s.
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION BECAME VALID IN UTAH: _____
TITLE #4, CHAPTER 1, SECTION 31

NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT OF WATER IMPACT FEES:

THE UNDERSIGNED, ED BARRETT, PRESIDENT OF SOUTHERN UTAH BANK, PERSONALLY APPEARED BEFORE ME, ED BARRETT, PERSONALLY APPEARED BEFORE ME, ED BARRETT, PRESIDENT OF SOUTHERN UTAH BANK, WHO BEING FULLY ADVERSELY AFFECTED BY THE OBLIGATION AS STATED HEREIN, FOR THE USES AND PURPOSES STATED THEREIN.

ED BARRETT, PRESIDENT
BY: ED BARRETT, PRESIDENT
SOUTHERN UTAH BANK
COUNTY OF WASHINGTON } s.
STATE OF UTAH

CORPORATE ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 2014, PERSONALLY APPEARED BEFORE ME, ED BARRETT, WHO BEING FULLY ADVERSELY AFFECTED BY THE OBLIGATION AS STATED HEREIN, FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION BECAME VALID IN UTAH: _____
TITLE #4, CHAPTER 1, SECTION 31

NOTARY PUBLIC

MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, MORTGAGEE OF THE ABOVE TRACT, HEREBY ACKNOWLEDGES THE OBLIGATION AND CONSENT TO IMPACT FEE OBLIGATION ON THE PART OF THE OWNER AND MORTGAGEE OF THE ABOVE TRACT, THERE SHALL BE WATER AVAILABILITY FEES DUE TO THE STATE OF UTAH AND WASHINGTON COUNTY WATER CONSERVANCY DISTRICT.

CORPORATE ACKNOWLEDGMENT (CONSENT)
BY: THE CHRISTINA EXECUTIVE VICE PRESIDENT
SOUTHERN UTAH BANK
COUNTY OF WASHINGTON } s.
STATE OF UTAH

ON THE _____ DAY OF _____, 2014, PERSONALLY APPEARED BEFORE ME, ED BARRETT, WHO BEING FULLY ADVERSELY AFFECTED BY THE OBLIGATION AS STATED HEREIN, FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION BECAME VALID IN UTAH: _____
TITLE #4, CHAPTER 1, SECTION 31

NOTARY PUBLIC

MORTGAGEE'S CONSENT TO OWNER'S CONSENT OF WATER IMPACT FEES

THE STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREBY ACKNOWLEDGES THE OBLIGATION AND CONSENT TO IMPACT FEE OBLIGATION ON THE PART OF THE OWNER AND MORTGAGEE OF THE ABOVE TRACT, THERE SHALL BE WATER AVAILABILITY FEES DUE TO THE STATE OF UTAH AND WASHINGTON COUNTY WATER CONSERVANCY DISTRICT.

ED BARRETT, PRESIDENT
BY: ED BARRETT, PRESIDENT
SOUTHERN UTAH BANK
COUNTY OF WASHINGTON } s.
STATE OF UTAH

CORPORATE ACKNOWLEDGMENT (WATER IMPACT FEES)

ON THE _____ DAY OF _____, 2014, PERSONALLY APPEARED BEFORE ME, ED BARRETT, WHO BEING FULLY ADVERSELY AFFECTED BY THE OBLIGATION AS STATED HEREIN, FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION BECAME VALID IN UTAH: _____
TITLE #4, CHAPTER 1, SECTION 31

NOTARY PUBLIC



PCR ITEM 3C
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:
CITY COUNCIL MEETING:

06/28/2016
07/07/2016

FINAL SUBDIVISION PLAT
Maple Estates Phase 1
Case No. 2016-FP-027

Request: Consider a 15 Lot Residential Final Subdivision Plat

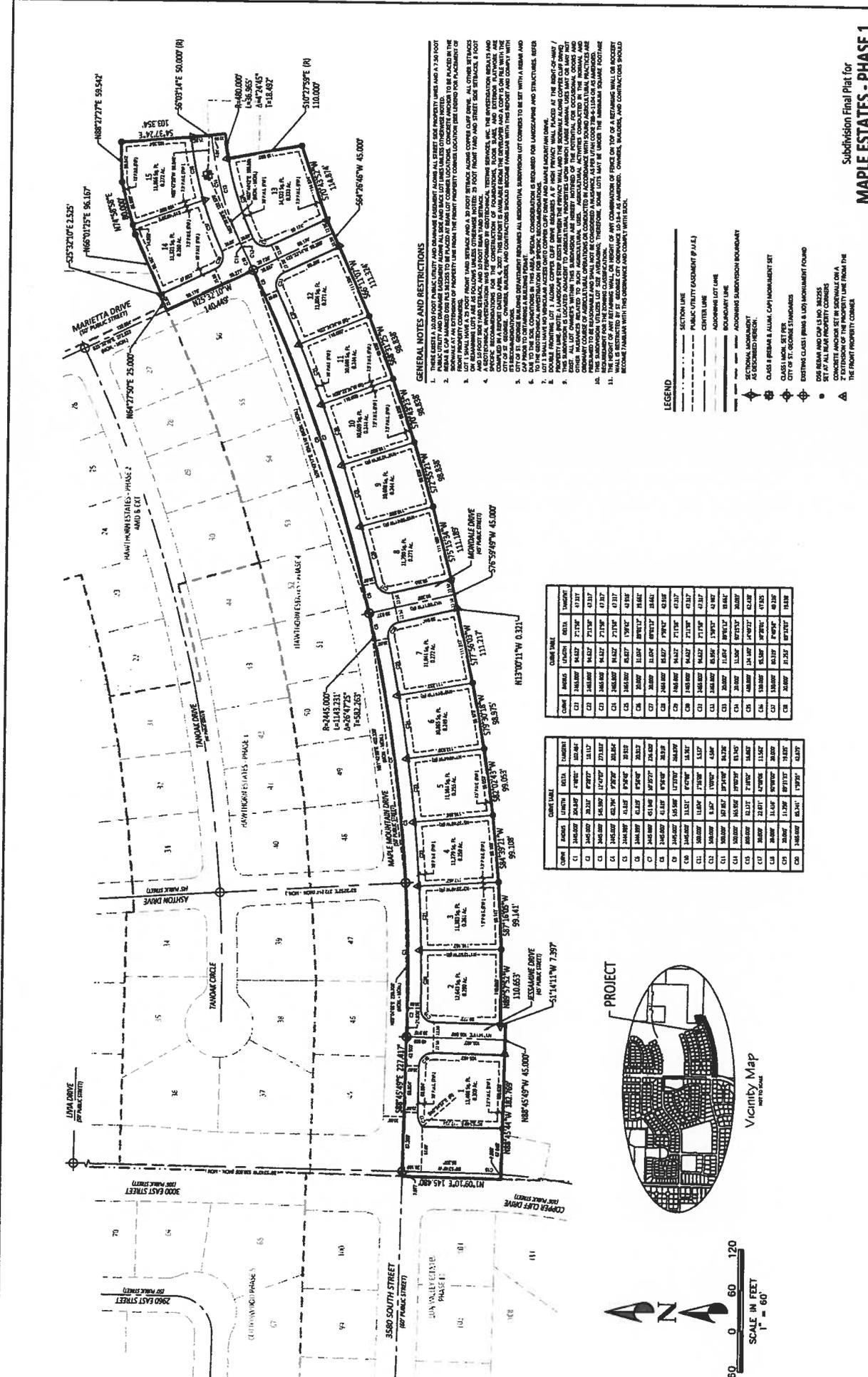
Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3100 East and 3580 South (east of 3000 East St. and the south side of Maple Mountain Dr.)

Zone: R-1-10

Staff Comments: All aspects of this Final Subdivision Plat 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 Preliminary Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Maple Estates Phase 1.



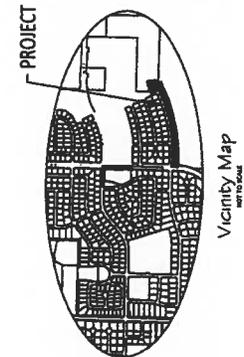
GENERAL NOTES AND RESTRICTIONS

- THESE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES AND SHALL BE USED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF ST. LOUIS. THE CITY OF ST. LOUIS IS NOT PROVIDING ANY INSURANCE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
- THESE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES AND SHALL BE USED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF ST. LOUIS. THE CITY OF ST. LOUIS IS NOT PROVIDING ANY INSURANCE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
- THESE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES AND SHALL BE USED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF ST. LOUIS. THE CITY OF ST. LOUIS IS NOT PROVIDING ANY INSURANCE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
- THESE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES AND SHALL BE USED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF ST. LOUIS. THE CITY OF ST. LOUIS IS NOT PROVIDING ANY INSURANCE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
- THESE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES AND SHALL BE USED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF ST. LOUIS. THE CITY OF ST. LOUIS IS NOT PROVIDING ANY INSURANCE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
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- THESE LOTS ARE TO BE USED FOR RESIDENTIAL PURPOSES AND SHALL BE USED IN ACCORDANCE WITH THE ZONING ORDINANCES OF THE CITY OF ST. LOUIS. THE CITY OF ST. LOUIS IS NOT PROVIDING ANY INSURANCE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

- LEGEND**
- SECTION LINE
 - PUBLIC UTILITY EASEMENT (P.U.E.)
 - CURTAIN LINE
 - BOUNDARY LINE
 - ADJOINING SUBDIVISION BOUNDARY
 - AS DESCRIBED HEREON
 - CLASS 5 PAVEMENT & GULLY CANYONMENT SET
 - CITY OF ST. LOUIS EASEMENTS
 - EXISTING CLOSEST PAVED & LOT INCORPORATION FOUND
 - ONE BEAM AND CAP LOT NO. 28225
 - CONCRETE ANCHOR SET IN SPRAWL ON A
 - EXTENSION OF THE PROPERTY LINE FROM THE
 - THE FRONT PROPERTY CORNER

COMB	BEAMS	LENGTH	WIDTH	AREA	PERMITS
C1	244.000	84.000	27.125	2131.750	43131
C2	244.000	84.000	27.125	2131.750	43131
C3	244.000	84.000	27.125	2131.750	43131
C4	244.000	84.000	27.125	2131.750	43131
C5	244.000	84.000	27.125	2131.750	43131
C6	244.000	84.000	27.125	2131.750	43131
C7	244.000	84.000	27.125	2131.750	43131
C8	244.000	84.000	27.125	2131.750	43131
C9	244.000	84.000	27.125	2131.750	43131
C10	244.000	84.000	27.125	2131.750	43131
C11	244.000	84.000	27.125	2131.750	43131
C12	244.000	84.000	27.125	2131.750	43131
C13	244.000	84.000	27.125	2131.750	43131
C14	244.000	84.000	27.125	2131.750	43131
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C19	244.000	84.000	27.125	2131.750	43131
C20	244.000	84.000	27.125	2131.750	43131
C21	244.000	84.000	27.125	2131.750	43131
C22	244.000	84.000	27.125	2131.750	43131
C23	244.000	84.000	27.125	2131.750	43131
C24	244.000	84.000	27.125	2131.750	43131
C25	244.000	84.000	27.125	2131.750	43131
C26	244.000	84.000	27.125	2131.750	43131
C27	244.000	84.000	27.125	2131.750	43131
C28	244.000	84.000	27.125	2131.750	43131
C29	244.000	84.000	27.125	2131.750	43131
C30	244.000	84.000	27.125	2131.750	43131
C31	244.000	84.000	27.125	2131.750	43131
C32	244.000	84.000	27.125	2131.750	43131
C33	244.000	84.000	27.125	2131.750	43131
C34	244.000	84.000	27.125	2131.750	43131
C35	244.000	84.000	27.125	2131.750	43131
C36	244.000	84.000	27.125	2131.750	43131
C37	244.000	84.000	27.125	2131.750	43131
C38	244.000	84.000	27.125	2131.750	43131
C39	244.000	84.000	27.125	2131.750	43131
C40	244.000	84.000	27.125	2131.750	43131

COMB	BEAMS	LENGTH	WIDTH	AREA	PERMITS
C1	244.000	84.000	27.125	2131.750	43131
C2	244.000	84.000	27.125	2131.750	43131
C3	244.000	84.000	27.125	2131.750	43131
C4	244.000	84.000	27.125	2131.750	43131
C5	244.000	84.000	27.125	2131.750	43131
C6	244.000	84.000	27.125	2131.750	43131
C7	244.000	84.000	27.125	2131.750	43131
C8	244.000	84.000	27.125	2131.750	43131
C9	244.000	84.000	27.125	2131.750	43131
C10	244.000	84.000	27.125	2131.750	43131
C11	244.000	84.000	27.125	2131.750	43131
C12	244.000	84.000	27.125	2131.750	43131
C13	244.000	84.000	27.125	2131.750	43131
C14	244.000	84.000	27.125	2131.750	43131
C15	244.000	84.000	27.125	2131.750	43131
C16	244.000	84.000	27.125	2131.750	43131
C17	244.000	84.000	27.125	2131.750	43131
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C25	244.000	84.000	27.125	2131.750	43131
C26	244.000	84.000	27.125	2131.750	43131
C27	244.000	84.000	27.125	2131.750	43131
C28	244.000	84.000	27.125	2131.750	43131
C29	244.000	84.000	27.125	2131.750	43131
C30	244.000	84.000	27.125	2131.750	43131
C31	244.000	84.000	27.125	2131.750	43131
C32	244.000	84.000	27.125	2131.750	43131
C33	244.000	84.000	27.125	2131.750	43131
C34	244.000	84.000	27.125	2131.750	43131
C35	244.000	84.000	27.125	2131.750	43131
C36	244.000	84.000	27.125	2131.750	43131
C37	244.000	84.000	27.125	2131.750	43131
C38	244.000	84.000	27.125	2131.750	43131
C39	244.000	84.000	27.125	2131.750	43131
C40	244.000	84.000	27.125	2131.750	43131



PROLOGIC SOLUTIONS, INC.
 11100 South Lakes Ave., Suite 100, St. Louis, MO 63143
 Phone: (314) 433-1100
 Fax: (314) 433-1101
 Email: info@prologicsolutions.com

PCR ITEM 3D
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL MEETING: 07/07/2016

FINAL SUBDIVISION PLAT

Oakwood Estates Phase 4

Case No. 2016-FP-020

Request: Consider a 9 Lot Residential Final Subdivision Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3170 East and 3100 South Street

Zone: R-1-10

Staff Comments: All aspects of this Final Subdivision Plat 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 Preliminary Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Oakwood Estates Phase 4.

PCR ITEM 3E
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL MEETING: 07/07/2016

FINAL SUBDIVISION PLAT
Redwood Estates Phase 1 Subdivision
Case No. 2016-FP-022

Request: Consider a 18 Lot Residential Final Subdivision Plat

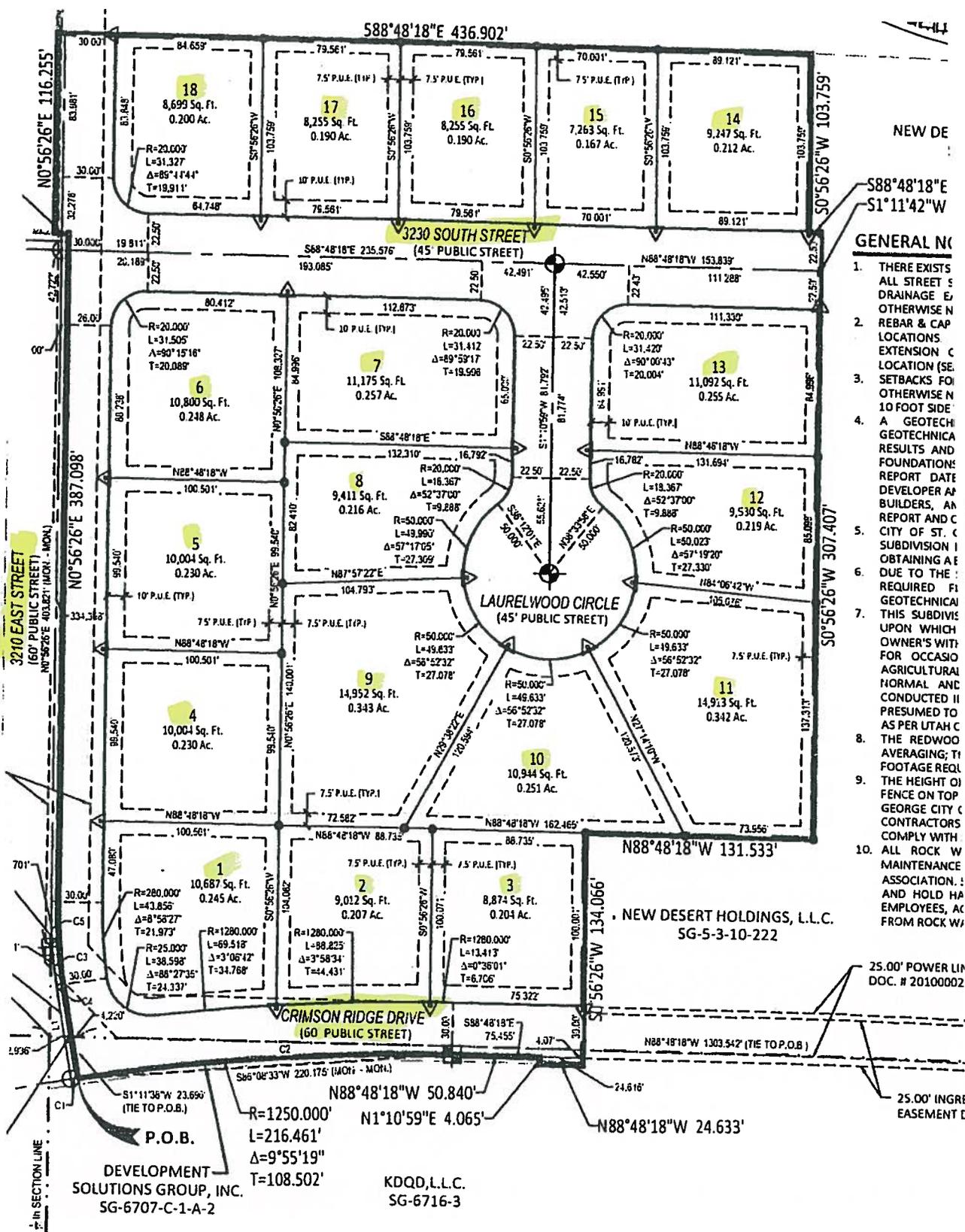
Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located east of 3210 East Street and south of 3230 South Street
and north of Crimson Ridge Drive

Zone: R-1-8

Staff Comments: All aspects of this Final Subdivision Plat 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
Preliminary Subdivision Plat conditions and approvals.

P.C.: The Planning Commission recommends APPROVAL to City
Council of this Final Subdivision Plat for Redwood Estates Phase 1
Subdivision.



GENERAL NOTES

1. THERE EXISTS ALL STREET S DRAINAGE E OTHERWISE N REBAR & CAP LOCATIONS EXTENSION C LOCATION (SE OTHERWISE N 10 FOOT SIDE
2. A GEOTECH GEOTECHNICAL RESULTS AND FOUNDATIONS: REPORT DATE DEVELOPER AP BUILDERS, AN REPORT AND C CITY OF ST. C SUBDIVISION I OBTAINING A DUE TO THE REQUIRED FI GEOTECHNICAL THIS SUBDIVI UPON WHICH OWNER'S WITH FOR OCCASIO AGRICULTURAL NORMAL AND CONDUCTED II PRESUMED TO AS PER UTAH C THE REDWOOD AVERAGING; TI FOOTAGE REQU THE HEIGHT O FENCE ON TOP GEORGE CITY C CONTRACTORS COMPLY WITH.
3. ALL ROCK W MAINTENANCE ASSOCIATION. AND HOLD HA EMPLOYEES, AC FROM ROCK W/

PCR ITEM 4

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 06/28/2016
CITY COUNCIL MEETING: 07/07/2016

PRELIMINARY PLAT

The Arbors Phases 1-5

Case No. 2016-PP-018

Request: To approve a preliminary plat for a seventy (70) lot residential subdivision

Location: The site is located between Little Valley Road and 3000 East at the northeast corner of the intersection of Little Valley Road and Horseman Park Drive

Property: 29.62 acres

Number of Lots: 70

Density: 2.4 du/ac

Zoning: R-1-12

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-12
South – A-1, RE-20, and R-1-12
East – A-1
West – RE-12.5

General Plan: LDR (Low Density Residential)

Applicant: Development Solutions Group

Representative: Steve Kamlowsky

Comments:

1. Double Fronting Lots
The developer is proposing double fronting lots along Little Valley Road which will require a 10-foot landscape strip and a 6-foot high privacy wall. Developer will also have double fronting lots along 3000 East which will also require the 10-foot landscape strip and 6-foot high privacy wall.

2. Lot 1

Lot 1 will be a double fronting lot along 3000 East and will require a 10-foot landscape strip and privacy wall along 3000 East.

3. Equestrian Trail

The City has a master planned equestrian trail along the south side of Road A, Horseman Park Drive, and along Little Valley Road.

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

Date Submitted 2016-06-28 15:06:36**Applicant** Rich Stehmeier**Quick Title** Grant Application for Aircraft Operations Counter**Subject** This is to request approval for an application for a grant through the Utah Department of Transportation for counting software and equipment at the airport for aircraft operations.**Discussion** The cost of the aircraft operations counter software and equipment is \$3,200. The proposed grant would pay for 90% of the cost (\$2,880). The equipment would count the takeoffs and landings, and it will also record the aircraft transmissions for such in since the airport does not have an airport tower.**Cost** \$3,200.00**City Manager Recommendation** Our share is minimal and this will help operations at the Airport.**Action Taken****Requested by** Cameron Cutler**File Attachments** [FY 16 project grant agreement Aircraft Counter.doc](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** City Cost = \$320.00**Attachments** [FY 16 project grant agreement Aircraft Counter.doc](#)

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

**PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

Part 1 - Project Information

St. George City (hereinafter called the “Sponsor”) hereby makes application to the Utah Department of Transportation (hereinafter called the “State”) for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the “project”) for the development of the **St. George Municipal Airport**, (hereinafter called the “Airport”) located in **St. George City, Washington County**.

It is proposed that the Project consists of the following described airport improvements or development:

Purchase Aircraft Operations Counter

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is \$ 3,200. The requested State share of the project is \$ 2,880 or 90%.

Other governmental agencies granting money to the project are

None

The Project engineer is intended to be _____.

The FAA Project No. is N/A (if applicable)

As part of this agreement, the Sponsor will provide the acquired count data back to the state on a semi-annual basis for the life of the equipment.

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to:
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has \$320 available for use in defraying its share of the Project.

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. The furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

9. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

(1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment, revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

10. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

11. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown

on the approved map without the written consent of the State.

12. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

13. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.
- (6) The boundary fence, when in place, in a state of good repair.
- (7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

14. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

15. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

16. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

17. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor this _____ day of _____, 20_____.

(SEAL)

(Name of Sponsor)

By _____

Title _____

Attest _____

Recorder

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Paula Houston, acting as Attorney for City of St. George
(herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this 7 day of July, 2014.

Paula Houston

Title Deputy City Attorney

AERONAUTICAL OPERATIONS DIVISION

Director

APPROVED:

UDOT Legal Counsel

Finance

DRAFT

Agenda Item Number : **6C**

Request For Council Action

Date Submitted 2016-06-28 09:12:58

Applicant Paula Houston

Quick Title Agreement with Rasier for TNC services at the Airport

Subject An agreement with Raiser to provide transportation network services at the airport.

Discussion Under state law, the city has the right to enter into and regulate TNC services at the airport. Rasier will provide these services under the name of Uber.

Cost \$0.00

City Manager Recommendation This will allow UBER to operate at our Airport.

Action Taken

Requested by Paula Houston

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

**TRANSPORTATION NETWORK COMPANY
AIRPORT OPERATIONS AGREEMENT BETWEEN THE
CITY OF ST. GEORGE AND RASIER, LLC**

THIS AGREEMENT FOR COMMERCIAL GROUND TRANSPORTATION (“Agreement”) is between CITY OF ST. GEORGE, a Utah municipal corporation (“City”) and RASIER, LLC, a limited liability corporation authorized to and doing business in Utah, with offices located at _____ (“Operator”), and is dated this ____ day of _____, 2016 (“Effective Date”).

RECITALS

- A. City owns and operates the St. George Regional Airport (“Airport”).
- B. Operator is a transportation network company (“TNC”) and is authorized by the state of Utah to provide transportation network services (“TNC Services”).
- C. Operator desires to operate a transportation network service at the Airport wherein the network provided by Operator will connect Airport passengers with prearranged ground transportation services offered by individual drivers.
- D. City agrees to allow drivers affiliated with Operator to make use of certain Airport facilities in order to provide network ground transportation services to Airport passengers, conditioned upon Operator’s payment of applicable fees and charges, and other terms set forth below.

AGREEMENT

In consideration of the foregoing recitals and the following terms, conditions and mutual promises, the parties agree as follows:

1. AGREEMENT

1.01 Agreement.

This Agreement, including all exhibits attached hereto and incorporated herein by reference, in conjunction with all federal, state, and local laws, constitute the entire agreement between the parties.

1.02 State and City Regulations.

- (a) Operator shall at all times during the term of this Agreement be in full compliance with and be subject in all respects to the regulations stated in Utah Code Title 13 Chapter 51 (“State Laws and Regulations”), as amended and modified from time to time. Operator’s failure to comply with State Laws and Regulations is considered a

default under this Agreement.

- (b) Operator shall be subject in all respects to the requirements, terms and conditions of the commercial ground transportation Policies and Rules and Regulations of City and the Airport, as amended and modified from time to time, except as expressly modified in this Agreement. To the extent of a conflict between this Agreement and the commercial ground transportation Ordinances, Rules and Regulations of City and the Airport, the terms of this Agreement control.

1.03 License to Operate.

- (a) During the term of this Agreement, Operator, operating under the name “Uber”, shall have a non-exclusive, revocable license solely to (i) operate a TNC, subject to regulations, requirements, and applicable laws, at the Airport utilizing Operator’s Internet-connected software platform (“Software Application”) to connect Airport passengers with prearranged transportation services for hire; and (ii) Agreement affiliated drivers (“TNC Drivers”, which definition includes the concept of “affiliated”) to transport such passengers and their personal baggage to and/or from the Airport in TNC Drivers’ vehicles (“TNC Vehicles”) which vehicles shall be no larger than a nine passenger vehicle; and (iii) Agreement TNC Drivers to use roadways designated by Airport for ingress and egress to and from the Airport.
- (b) TNC Drivers shall provide and display a City approved vehicle trade dress, consisting of recognizable TNC emblems, which will allow the City to identify TNC Vehicles at a distance of up to fifty (50) feet at all times when such vehicles are on Airport property and active on Operator's TNC Software Application network. Such trade dress, which may be removable, shall be a visual indicator that indicates the driver is affiliated with a specific TNC and that the TNC Vehicle is authorized to operate at the Airport.
- (c) TNC Drivers shall, upon request by City, provide any information regarding passenger electronic waybills while on Airport property, and TNC Drivers' activity on Airport property.
- (d) Operator is subject to the administrative actions set forth in this Agreement, including without limitation termination of this Agreement and liquidated damages, in connection with any TNC Drivers found to be in violation of the requirements of this Agreement if Operator does not act promptly to remedy the TNC Driver violation.
- (e) Failure by Operator to (1) require TNC Drivers to display TNC Vehicle trade dress and TNC Driver's digital ID and/or passenger waybills to City, (2) accurately and on a timely basis report TNC Vehicle activity at the Airport, (3) otherwise comply with applicable laws, rules, regulations, or Agreement requirements, shall subject Operator to administrative actions set forth in this Agreement.

- (f) Operator shall perform criminal background checks on each TNC Driver and vehicle inspections on each TNC Vehicle, as required by Utah law, and otherwise comply with all requirements of Utah law before such TNC Driver begins operating at the Airport.

2. TERM

2.01 Term.

- (a) This Agreement shall commence as of the Effective Date, and shall continue thereafter for a period of one (1) calendar year, unless earlier terminated as specified herein.
- (b) Either party may cancel this Agreement upon thirty (30) days prior notice to the other party at any time for any or no reason.

3. AGREEMENT TO ACCESS AIRPORT PROPERTY

3.01 Access to Airport Property.

City hereby gives consent to allow TNC Drivers to access Airport property for the purposes set forth in this Agreement, which are generally described as business activities to pick-up and drop-off Airport customers at the Airport at a location or locations designated by the City. Operator hereby agrees TNC Drivers will access Airport property for the uses and purposes described in Section 5 below and for no other purpose, and operate on Airport property subject to applicable laws, rules and regulations, as well as to the terms, covenants, and conditions contained in this Agreement. Operator and Operator's TNC Drivers shall have no right or ability to access Airport property in connection with any business purpose except as expressly set forth in this Agreement, and Operator acknowledges and agrees that any unauthorized business activity on Airport property is a violation of St. George City Code and Airport rules and regulations. Nothing in the foregoing shall prohibit TNC Drivers from accessing the Airport in their personal capacity as ordinary members of the public.

4. PAYMENT, DOCUMENTATION, RECORD REQUIREMENTS

4.01 Operator Fee.

Commencing as of the Effective Date, Operator shall pay to City an Operator fee ("Operator Fee") for each Airport passenger pick-up and for each drop-off made by its TNC Drivers at the Airport, at the rates set forth in Exhibit A, attached hereto.

4.02 Payments and Reports.

- (a) Monthly in Arrears. Without notice or demand therefor, Operator shall furnish to City by the fifteenth (15th) day of each month the following:

- (1) Operator Fee and Reports.
 - (i) Based on the total number of TNC Driver pickups and drop-offs through the end of the preceding month, Operator shall remit a payment of Operator Fees as provided in Section 4.01 above.
 - (ii) At the time Operator pays the Operator Fee in arrears to City, Operator shall: (1) furnish a monthly itemized statement of the preceding month's total number of pickups and drop-offs for each billing event, as of the end of the preceding month; and (2) report the number of TNC Drivers actively operating at the Airport during the preceding month.
 - (2) Any other monthly in arrears charge not otherwise addressed in this Section.
- (b) Other Amounts Due City. If City pays any amount on behalf of Operator, after Operator is provided notice of the amount due and fails to pay it, whether in connection with security violations, fines, penalties, taxes, charges, fees or otherwise, such amount shall constitute an advance by City to Operator, and shall be paid by Operator to City within ten (10) days of receipt of an invoice therefor.
 - (c) Late Fees and Interest. Without waiving any other right of action available to City, if Operator fails to pay when due any amount required to be paid by Operator under this Agreement, City may charge a sum equal to five percent (5%) of such unpaid amount as a service fee each month. In addition, if Operator fails to pay within ten (10) days of the date due any amount required to be paid by Operator under this Agreement, such unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the due date of such amount to the date of payment in full, with interest. Unpaid amounts more than sixty (60) days overdue may constitute grounds for termination and or liquidated damages, as set forth in this Agreement.
 - (d) No Set-offs or Deductions. All amounts due shall be paid without abatement, deduction, offset, or prior notice or demand, unless specifically provided otherwise by the terms of this Agreement.
 - (e) Accord and Satisfaction. No payment by Operator or receipt by City of a lesser amount than the amount due hereunder shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or in any letter or other transmittal shall be deemed an accord and satisfaction, and City may accept such check or payment without prejudice to City's right to recover the balance of any amount, or to City's right to pursue any other remedy provided in this Agreement or by law.
 - (f) Payment Address. The Operator shall make all payments required under the Agreement and provide all information to the following address:

Send all payments to:
City of St. George
Attn: Finance Division, re: Airport TNC
175 E 200 N
St. George, Utah 84770

Send all reports to Rich Stehmeier at: rich.stehmeier@sgcity.org.
Or: Fax to (435) 627-4089

4.03 Record Requirements.

Operator shall keep all records in accordance with the following requirements:

- (a) **Inspection and Storage.** Operator shall keep full and accurate books, and records of (i) all TNC Driver names, contact information, training records, vehicle inspections, background checks; and (ii) activity logs of TNC Driver operations, including without limitation the time, date and location of each TNC Driver's pickups and drop-offs. Operator agrees that all such books, records and electronic data are and shall be maintained and retained for the current year, and for at least a three (3) year period following the termination of this Agreement. Storage shall be at the sole expense of Operator.
- (b) **No Misrepresentation.** Operator shall not modify its accounting treatment or rename or redefine services or products, which under the terms of this Agreement would be subject to the Operator Fee.

4.04 Audits.

City may audit and inspect copies of Operator's books, records and electronic data regarding Operator's operations at the Airport with a minimum of seven (7) days advance notice but not more than twice per year. If City requests that Operator provide information, Operator shall do so within thirty (30) calendar days. Should any examination, inspection, or audit of Operator's books and records by City disclose an underpayment by Operator in excess of five percent (5%) of the total consideration due for the audited period, Operator shall promptly reimburse City for all reasonable and documented costs incurred in the conduct of such examination, inspection, or audit in addition to remitting the amount of such underpayment.

5. USES AND OBLIGATIONS

5.01 Use of the Airport.

- (a) Operator and any TNC Driver operating in connection with Operator's Software Application may access the Airport solely to operate a transportation network service for the purpose of picking up or dropping off passengers at the Airport to the exclusion of any other use, and shall not engage in any other business activity at or on the Airport unless it is provided for by a separate written agreement with City.

- (b) The Airport may, at their sole discretion, relocate customer pick-up and drop-off areas at any time for any reason. Operator shall follow all Airport Rules and Regulations, and other directions.

5.02 Use of Airport Property.

No Unlawful Use of Airport Property. Without limitation, Operator shall not allow any areas at the Airport to be used in any manner, or anything to be done therein, or permit anything to be brought into or kept thereon that would in any way (a) violate any law or requirement of public authorities; (b) cause structural or other injury to any building or structure; (c) constitute a public or private nuisance; (d) alter the appearance of the exterior of any building or structure; (e) be prohibited by either party's insurance policies or any endorsements thereto; (f) interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard, obstruction or breach of security requirements; (g) annoy, disturb or offend Airport customers or tenants; (h) engage in any unauthorized activities. Operator shall not allow or provide parking to its Airport customers, agents or employees at the Airport.

5.03 Use of Brands.

Operator shall operate at the Airport using only the brand name authorized by this Agreement. Operator shall not conduct operations using any other brand.

5.04 Service Standards.

Operator shall comply with all service standards required by the City for the operation of this transportation network service as set forth in Exhibit B attached hereto. City may modify such service standards as City may reasonably determine to be applicable to all ground transportation operations for the safe and orderly operations of the Airport.

5.05 Advertising.

Operator may not advertise at the Airport, including the advertising of prices, and the dispensing of brochures, pamphlets or leaflets or like items whether for profit or not, except through City's Airport advertising concessionaire and must comply with the advertising concessionaire agreements, payments and other requirements. Operator affirms that its advertising shall be truthful, accurate and not misleading.

5.06 Signage.

Any and all signage, if any, at the Airport shall be at the sole discretion of City. Any City allowed signage must be approved by City in writing prior to use or display in compliance with Airport Rules and Regulations.

5.07 Response to Complaints.

Questions or complaints raised by customers, on the City’s own initiative, or otherwise, may be submitted to Operator for response. Operator shall provide such response to Airport and to any customer within ten (10) working days, and thereafter promptly work toward a resolution of such questions or complaints. At Airport’s request, Operator shall meet with Airport representatives to review any complaints or concerns and shall promptly correct any deficiencies. Airport’s determination as to quality of operation or services shall be made in Airport’s reasonable judgment, and curative measures approved by Airport shall be implemented by Operator as expeditiously as possible.

5.08 Liquidated Damages, Civil Penalties and Enforcement.

- (a) Operator hereby reaffirms its obligation to abide by the provisions of this Agreement and agrees that failure to do so by Operator or any of its partners, subcontractors, agents, employees, damages City through lost revenues and otherwise. Therefore, City may, in addition to any other remedies provided for herein, impose liquidated damages upon Operator in the following amounts, not as a penalty, but as liquidated compensatory damages, if City determines that the following requirements are not being met by Operator or any of its partners, subcontractors, agents, employees to City’s reasonable satisfaction. Operator further acknowledges the City’s Ordinances, Rules and Regulations shall apply to drivers affiliated with Operator as follows:

Requirement	Liquidated Damages/ Violations
(1) Failure to provide monthly report to City or comply with audit provisions in accordance with Agreement requirements.	\$500.00 for every seven (7) calendar days of delay, charged to Operator.
(2) Other violations of this Agreement, including without limitation any violation of the Performance and Operational Standards in Exhibit B not otherwise listed in this subsection (a).	\$250.00 per occurrence, charged to Operator.
(3) Unauthorized solicitation of passengers and or passenger transport to and from Airport without use of Software Application, circumventing billing process.	\$250.00 per occurrence charged to TNC Driver.
(4) Operations on Airport property not in compliance with applicable law, policies, rules and regulations, including without limitation TNC Driver conduct in violation of Airport	\$250.00 per occurrence, charged to TNC Driver.

rules.

- (b) Operator may contest any liquidated damages under the dispute resolution procedures set forth in paragraph 9. City's failure to impose liquidated damages for any violation of the requirements set forth above shall not waive any right, or prohibit City from doing so for subsequent violations.

5.09 TSA Airport Security.

Operator acknowledges that security is of primary importance at the Airport, and that security requirements are likely to change during the term of this Agreement. Operator shall at all times comply with directives from City related to all federal, state and local security laws, regulations, policies, requirements and directives whether written or verbal, including, without limitation, 49 C.F.R. Part 1542 "Airport Security" or any amendment or successor thereto, and Operator will work cooperatively with City in connection with the same. Operator understands and agrees that the same may impact Operator's business operations and costs. Operator further agrees that it shall be strictly liable for the payment of any civil penalties assessed against the Airport or Operator relating to security, and shall be solely and fully responsible for any and all breaches of security and the consequences thereof resulting from the negligence or intentional acts of omission or commission of its partners, officers, employees, representatives, agents, subcontractors, independent contractors, successors, and assigns.

5.10 Safety.

Operator agrees to take necessary safety precautions within its reasonable control and comply with applicable provisions of federal, state and local safety laws to prevent accidents or injury to any of its partners, subcontractors, independent contractors, employees, agents, customers or others on, about or adjacent to Airport property. Compliance with State law shall fulfill this safety requirement. This safety requirement shall not relieve any TNC Driver from complying with the safety requirements of its contract or applicable law. City may, but is not obligated to, stop Operator's operations if safety laws or safe work practices are not being observed. City's failure to stop Operator's operations is not a waiver of the requirement to comply or of Operator's liability for the violation.

5.11 Non Transferable.

City and Operator expressly agree that this Agreement is not transferable and that Operator shall not assign this Agreement or any right or privilege conferred hereunder, either in whole or in part.

5.12 Licenses, Agreements and Taxes.

Operator shall comply with the following:

- (a) Licenses and Agreements. Prior to commencement of operations at the Airport, Operator will have and maintain in current status all federal, state, and local licenses and Agreements required for the operation of the business conducted by Operator in

the state of Utah.

- (b) Taxes. Operator agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies, including sales, franchise, intangible, and personal property taxes, which are now or may hereafter be levied upon Operator, or upon the business conducted by Operator on Airport property, or upon any of Operator's property used in connection therewith.

6. INDEMNIFICATION, INSURANCE AND SECURITIES

6.01 Indemnity Provisions.

- (a) Operator shall, at its sole cost and expense, indemnify and hold City and its officers, board members, representatives, City authorized representative(s), agents, employees, affiliates, successors and assigns harmless from and against all third-party losses, claims, demands, suits, actions, legal or administrative proceedings, damages, costs, charges and causes of action of every kind or character whatsoever, including, but not limited to, reasonable attorney's fees and other legal costs such as those for paralegal, investigative, legal support services and the actual costs incurred for expert witness testimony, (collectively "Claims") directly or indirectly arising from, related to or connected with, in whole or in part, Operator's work under the Agreement, including but not limited to Claims directly or indirectly arising from, related to or connected with, in whole or in part: any act, omission, fraud, wrongful or reckless conduct, fault or negligence by Operator or its officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, or by any of their employees, agents or persons under their direction or control; violation by Operator or Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, or by any persons under their direction or control, of any copyright, trademark or patent or federal, State or local law, rule, code, regulation, policy or ordinance; nonpayment to any of Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier; and, any other act, omission, fault or negligence, whether active or passive, of Operator or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement (collectively "Acts and Omissions"). This indemnification obligation includes any penalties or fines assessed by the Federal Aviation Administration or Transportation Security Administration as well as any other costs to the City, such as investigation and security training, incurred as a result of any violation of federal security regulations, including the Airport security plan, by the Operator, its officers, directors, agents, partners, employees, subcontractors or independent contractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.
- (b) Operator shall, at its sole cost and expense, defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns from and against all third-party Claims that are directly or indirectly based, in whole or in part, upon the allegation or

assertions, express or implied, that Operator, or its officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, or any persons under their direction or control, committed any Acts or Omissions, regardless of whether such allegations or assertions are true and whether or not Operator, or its officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, or any persons under their direction or control, are ultimately found liable for such Acts or Omissions.

- (c) Operator's duty to defend shall arise only upon (i) City's tender of defense to Operator in writing, (ii) Operator's sole control over the defense and settlement of each claim (provided that Operator will not settle or compromise any claim without written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) City's reasonable cooperation, at Operator's expense, in the defense and settlement of a claim. Upon receipt of City's tender of defense, if Operator does not promptly accept the defense and thereafter duly and diligently defend City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns as provided herein, then Operator shall pay and be liable for the reasonable costs, expenses and attorneys' fees incurred after the tender of defense by City and its officers, board members, departments, representatives, authorized representative(s), agents and employees, affiliates, successors and assigns, in defending against the Claims and enforcing this provision.
- (d) Nothing herein shall be construed to require Operator to indemnify, hold harmless, or defend City from City's fault, which shall be apportioned between the parties based on the proportionate share of fault of each party.
- (e) The parties intend that the indemnity and defense provisions in this paragraph 6.01 shall be interpreted so as to be enforceable to the fullest extent permitted by law, but nothing herein shall be interpreted in any manner to violate public policy.
- (f) Nothing in this Agreement shall prevent Operator from making a claim against its officers, directors, agents, partners, employees, subcontractors or independent contractors pursuant to the terms and conditions of the agreements between Operator and its officers, directors, agents, partners, employees, subcontractors or independent contractors.
- (g) The indemnification obligations of this Agreement shall not be reduced by a limitation on the amount or type of damages, compensation or benefits payable by or for the Operator, or Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- (h) If the above indemnity provisions in this Agreement are deemed void in whole or in part under Utah law, then the following indemnification obligations shall apply (subject to the limitations set forth in subsections (d) and (e) above) except to the

extent such provisions are deemed void: Operator shall indemnify and hold harmless the City, its officers and employees, from third-party liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the acts or inaction, negligence, recklessness, or intentional wrongful misconduct of the Operator and persons employed or utilized by the Operator in the performance of the Agreement.

- (i) Environmental Indemnity. Operator's Acts and Omissions, for purposes of this Agreement, shall include, without limitation, any violation of federal, State or local environmental laws or requirements by Operator or Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors of any tier, and Operator's indemnification obligation shall include (but not be limited to) all cleanup and remedial costs, diminution in the value of City's property, and reasonable legal fees and costs incurred by City in connection with any such violation or the enforcement of this provision.
- (j) The provisions of this paragraph 6.01 shall survive the termination of this Agreement and the completion of the work and shall apply to all Claims regardless of whether they arise before or after completion of the work under the Agreement.

6.02 Insurance.

Operator, at its own cost and expense, shall secure and maintain the required policies of insurance required by Utah TNC law throughout the term of this Agreement and provide proof of such insurance and shall name City as an additional primary insured with City listed as non-contributory.

7. ENVIRONMENTAL REQUIREMENTS

Operator and Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors shall use Airport property in compliance with all applicable federal, state or local statutes, ordinances, regulations, orders, policies, and administrative rules, including, without limitation, those issued by City (including any environmental handbook and/or policies adopted by City for use in connection with the Airport), which are now existing or hereafter enacted or issued, or the requirements of common law, which in any way pertain to the environment and/or to Operator's use of the Airport ("Environmental Requirements"). Without limitation, such matters include Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors (1) use of any areas at the Airport; (2) transportation, handling, or discharge of any materials; or (3) storage, treatment, or disposal of any waste in connection with Operator's use of the Airport. Operator shall act with due care and in compliance with Airport practices in connection with materials and substances used by Operator at the Airport, even if not regulated by law or requirements as aforesaid, so as not to pose a hazard to the health or safety of the current or future occupants of any areas at the Airport or to the owners or occupants of property adjacent to or in the vicinity of the same or to the environment ("Restricted Activities"). In particular, without limiting the generality of the foregoing, Operator shall not discharge any hazardous wastes or other materials down the storm drains or sanitary sewers at the Airport or on any other property of City. Operator further agrees

to execute and deliver to City any documents reasonably required by City in connection with any environmental matter, including disposal. Operator shall not cause contamination of any areas at the Airport arising from Restricted Activities or by “hazardous,” “controlled,” “regulated,” or “waste,” substances, or substances described by similar terms, within the meaning of Utah Code Title 19, the Utah Administrative Code on Environmental Quality, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Federal Resource Conservation and Recovery Act, the Federal Clean Air or Clean Water Act, or similar applicable law, regulation, policy, or standard, as amended from time to time, or as enacted or issued in the future by federal, state, or local governmental authorities, including, without limitation, City, concerning protection of the environment.

8. TERMINATION

8.01 Default by Operator.

The occurrence of any of the following events shall constitute a default by Operator under this Agreement and if not cured within ten (10) days from the written notice from City except as otherwise provided below: (a) Operator fails to timely pay any installment of the Operator Fee when due or any other amount due under this Agreement; (b) Operator fails to provide reports to City as required under this Agreement; (c) failure of Operator or any of its partners, subcontractors, agents, employees, and any TNC Driver operating in connection with this Agreement, to comply with applicable laws, rules and regulations; (d) Operator assigns, transfers, or encumbers this Agreement; (e) Operator files a petition in bankruptcy, becomes insolvent, has a petition filed against Operator in bankruptcy, or insolvency or for reorganization or appointment of a receiver or trustee, which is not dismissed within sixty (60) days; (f) Operator petitions for or enters into an arrangement for the benefit of creditors or suffers this Agreement to become subject to a writ of execution, and such writ is not released within thirty (30) days; or (g) Operator violates or fails to perform any other obligation to be performed by Operator under this Agreement.

8.02 Remedies.

Upon any default by Operator under this Agreement, City may at any time, without waiving or limiting any other right or remedy available to City under applicable law or as provided in this Agreement, terminate Operator’s rights or the rights of any of Operator’s agents, partners, employees, subcontractors, or independent contractors to access the Airport ground transportation market under this Agreement, effective immediately upon delivery of a written notice of termination to Operator’s address as set forth in this Agreement. At such time, all sums payable to City under this Agreement shall be immediately due, and Operator shall pay all such sums within five (5) business days.

9. DISPUTE RESOLUTION

9.01 Process Required.

Before Operator may commence a legal action against City, Operator must first comply with the provisions of paragraph 9, which compliance shall be a condition precedent to commencing a

legal action under this Agreement.

9.02 Dispute Resolution Process.

Any dispute or claim that Operator may have which is not disposed of by a written amendment or agreement between the parties shall be decided pursuant to the procedure set forth below. Each notice of claim, dispute, request, submission, appeal, notification, or decision under paragraph 9 shall be made by delivery of notice of such action as set forth in paragraph 10.07 of this Agreement, in compliance with the requirements set forth below.

9.03 Operator's Disputes and Claims.

- (a) Operator shall submit written notice of any dispute or claim arising under this Agreement to an individual designated by the City to act as the City's dispute resolution administrator for any particular dispute ("City's Dispute Resolution Administrator") within thirty (30) calendar days after Operator knows or reasonably should know of the facts giving rise to the dispute or claim.
- (b) Within thirty (30) days after giving the written notice described above, Operator shall submit the dispute or claim to City's Dispute Resolution Administrator for review by delivering the following to City's Dispute Resolution Administrator:
 - (1) A detailed statement of all the relevant facts and law applicable to such dispute or claim, with citations and references to all relevant evidence, contract provisions and authorities;
 - (2) Copies of all relevant evidence, contract provisions and authorities;
 - (3) The identification, title, address and phone numbers of each person who may have relevant knowledge concerning the dispute or claim, together with a summary of the relevant knowledge believed to be held by each such person;
 - (4) A concise statement of the relief sought by Operator; and,
 - (5) A summary of all amounts, if any, Operator is seeking as monetary relief or damages as part of the claim or dispute, together with all detailed cost records, receipts, invoices and documents that support the claimed amount.
- (c) Upon receiving Operator's submission, City's Dispute Resolution Administrator shall be entitled, at his or her sole discretion, to:
 - (1) Direct Operator to provide additional or supplemental information and documentation to City's Dispute Resolution Administrator that is relevant to the dispute or claim or may lead to the discovery of relevant information;
 - (2) Meet with and interview persons who may have relevant knowledge

concerning the matter;

- (3) Direct submission of the dispute or claim to an independent expert or experts, or an independent third party or panel of third parties, for review and recommendations, on terms directed by City's Dispute Resolution Administrator;
 - (4) Direct any other form of dispute resolution or claim evaluation, as determined by City's Dispute Resolution Administrator, for purposes of providing guidance or recommendations to City's Dispute Resolution Administrator concerning all or any aspect of the dispute or claim;
 - (5) Direct meetings between the parties or their agents (including, without limitation, senior decision makers, attorneys, agents, and subcontractors) to, among other things, vet the issues, gather information, assure full disclosure, evaluate facts, obtain statements, or encourage settlement;
 - (6) Direct legal counsel for the parties to provide legal authorities, citations, opinions or attend meetings to address legal issues;
 - (7) Direct such other acts as City's Dispute Resolution Administrator deems reasonable to vet the issues, gather information, assure full disclosure, evaluate facts, obtain statements, encourage settlement and fully and fairly evaluate the relevant facts and law.
- (d) Subject to paragraph 9.03(e) and 9.04 below, within sixty (60) calendar days after the events directed by City's Dispute Resolution Administrator have concluded and all information and documentation requested by City's Dispute Resolution Administrator have been provided, City's Dispute Resolution Administrator shall issue a written decision concerning the dispute or claim and such decision by City's Dispute Resolution Administrator shall be final and binding unless it is appealed in writing as set forth in paragraph 9.03(e). City's Dispute Resolution Administrator shall have the right, in its sole discretion, to adopt, follow or agree with, in whole or in part, any formal or informal guidance, recommendations, or decisions given by any experts, third parties, or other person. City's Dispute Resolution Administrator shall further have the authority (among other things) to direct whether or not such formal or informal guidance, recommendations or decisions by any such experts, third parties, or other persons may be introduced, admitted or used as evidence in any subsequent proceedings. Unless otherwise agreed in writing, failure of the City's Dispute Resolution Administrator to issue a written decision within sixty (60) calendar days shall be deemed a denial of Operator's Claim.
- (e) If Operator disputes City's Dispute Resolution Administrator's decision and wishes to appeal, Operator shall file an appeal with City's City Manager in writing within twenty (20) calendar days after the date the City's Dispute Resolution Administrator's decision is issued. If an appeal is not timely filed, then the decision of

the City's Dispute Resolution Administrator shall be final and binding upon all parties with respect to its subject matter and the disputes or claims that were at issue. Operator's appeal to City's City Manager shall specify all factual and legal grounds that Operator is relying upon for the appeal, and shall certify that the appeal is ready for decision. The appeal shall be limited to the facts, documents, evidence and legal arguments previously submitted to the City's Dispute Resolution Administrator, although City's City Manager may, in his/her discretion, direct Operator to provide additional information and documentation deemed necessary to review the issues on appeal. Within twenty (20) calendar days after City's City Manager receives the appeal and all documents requested from Operator in connection with the appeal, then City's City Manager shall issue a written decision. A decision by City's City Manager shall be final and binding. Unless otherwise agreed in writing, failure by City's City Manager to issue a written decision within twenty (20) calendar days shall be deemed a denial of Operator's appeal.

- (f) Notwithstanding the foregoing, City's Dispute Resolution Administrator shall have the right in his or her sole discretion to waive in writing all or any portion of the foregoing procedures with respect to any particular claim or dispute, or portion thereof, and to implement other reasonable procedures to handle such disputes or claims on a more accelerated basis if City's Dispute Resolution Administrator deems it necessary or desirable to consider or resolve the dispute or claim on an accelerated basis. In such event, City's Dispute Resolution Administrator shall notify Operator in writing of the change in procedures applicable to the particular claim or dispute, or portion thereof, and Operator shall follow City's Dispute Resolution Administrator's directives with respect to submitting such claim or dispute, or portion thereof.

9.04 Third Party Disputes and Claims.

Notwithstanding the foregoing, if City's City Manager or City's Dispute Resolution Administrator in good faith anticipates or becomes aware of a potential claim or dispute that might be made by third parties against the City by reason of Operator's alleged acts or omissions, then City's City Manager or City's Dispute Resolution Administrator may, in his or her sole discretion, stay the process set forth above with respect to Operator's disputes or claims pertaining to the same subject matter until City is reasonably able to determine the outcome of the potential claim or dispute. In such case, Operator may bring its disputes or claims in State court.

10. MISCELLANEOUS PROVISIONS

10.01 FAA Nondiscrimination Clause.

- (a) Operator, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of any facilities; (b) that in the furnishing of services thereon, no person on the grounds of

race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and (c) that Operator will use Airport premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

- (b) In the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate this Agreement as if said Agreement had never been made or issued.
- (c) Operator does hereby agree to include the above clauses in all subleases and cause sublessees to similarly included clauses in further subleases.
- (d) Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right forbidden by Section 308 of the Federal Aviation Act of 1958, as amended.

10.02 Subordination to FAA Requirements.

This Agreement and all provisions hereof are subject and subordinate to the terms and conditions of any existing or future agreement entered into between City and the United States of America for the improvement or operation and maintenance of Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to City for Airport purposes, or the expenditure of federal funds for the improvements or development of Airport; this Agreement will be subject to any ordinances, rules or regulations which have been, or may hereafter be adopted pertaining to Airport.

10.03 Right to Amend.

In the event that the Federal Aviation Administration or Transportation Security Administration or their successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, or otherwise, Operator agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement, as may be required.

10.04 Comply with All Laws.

In providing its services hereunder, Operator agrees to comply at its own expense with all applicable laws of the United States of America, the state of Utah, the City and other local authorities, and lawful rules and regulations promulgated by their authority, including the Federal Aviation Administration and Transportation Security Administration with reference to Airport security; and all applicable lawful rules, regulations and ordinances of the City now in force or thereafter prescribed and promulgated by authority of law, specifically including all fire codes and security regulations, and all Airport Rules and Regulations as they may be issued from

time to time.

10.05 Ethical Standards.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

The Operator represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; or (3) knowingly influenced, and hereby promises that it will not knowingly influence, a city officer or employee or former city officer or employee to breach U.C. A. Title 10 Chapter 3 Part 13.

10.06 Notice Addresses.

Notice will be sufficient if sent to the following Notice Addresses by hand delivery directly to the named individual, by express U.S. mail postage prepaid, by overnight delivery service, or by email transmission.

- (a) To City:
Rich Stehmeier, Airport Manager
St. George Regional Airport
4508 S Airport Parkway, #1
St. George, UT 84790
Email rich.stehmeier@sgcity.org

With a copy to:
City Attorney
175 E 200 N
St. George, UT 84790
Email paula.houston@sgcity.org

- (b) To Operator:
Rasier, LLC
ATTN: _____

Email _____

- (c) Any notice delivered by hand shall be conclusively deemed received by the addressee upon actual delivery; any notice delivered by overnight or express mail as set forth in this Agreement shall be conclusively deemed received by the addressee on the date delivery scheduled by the delivery company.

- (d) The parties may designate in writing other Notice Addresses for notice from time to time.

10.07 Government Records Access and Management Act.

City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by the Operator pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with the Operator. Any materials for which the Operator claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from the Operator explaining the Operator's claim of exemption from disclosure. City will promptly notify the Operator of any requests made for disclosure of documents submitted under a claim of confidentiality. The Operator may, at the Operator's sole expense, take any appropriate actions to prevent disclosure of such material. The Operator specifically waives any claims against City related to disclosure of any materials required by GRAMA.

10.08 No Third-Party Beneficiaries.

Operator and City assume no duty or responsibility under this Agreement that may be construed as being for the benefit of and/or thereby enforceable by any other person or entity including without limitation any TNC Driver operating in connection with Operator's Software Application. Operator's and City's obligations are solely to each other. This Agreement shall confer no third party rights whatsoever.

10.09 Covenants, Conditions, and Restrictions.

This Agreement is subject and subordinate to the effect of any bond requirement, covenants, conditions, restriction, easement, mortgages, deeds of trust, ground leases, rights of way, and any matters of record now or hereafter imposed upon the Airport premises, and to any applicable land use or zoning laws or regulations. Operator shall, upon request of the City, execute and deliver agreements of subordination in the form requested by the City.

10.10 Joint and Several Obligations.

If Operator consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several.

10.11 Limitation on City Liability.

The City shall have no liability to Operator for loss or damage suffered by Operator or Operator's officers, directors, agents, partners, employees, subcontractors or independent contractors on account of theft or any act of a third party, including Airport tenants.

10.12 No Limit on City's Powers.

Nothing in this Agreement shall limit, in any way, the power and right of the City to exercise its governmental rights and powers in any way, including such as may affect the Airport, the Airport premises, or any other area under the jurisdiction of the City, and including the City's powers of eminent domain.

10.13 Complete Agreement.

This Agreement sets out the entire agreement between the parties. Except as expressly permitted in this Agreement, no agreement to modify the terms of this Agreement will be effective unless in writing and executed by both parties to this Agreement.

10.14 Governing Law and Venue.

This Agreement shall be governed by the laws of the state of Utah, and venue shall be in Washington County, Utah.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the date first written above.

CITY OF ST. GEORGE

JONATHAN T. PIKE, MAYOR

ATTEST:

CHRISTINA FERNANDEZ, CITY RECORDER

RASIER, LLC

By _____

Its _____

STATE OF _____)
: ss.

COUNTY OF _____)

On _____, personally appeared before me
(Date)

_____, who being by me duly sworn,
(Name of person signing Agreement)

did say that s/he is the _____
(Title of person signing Agreement)

of Rasier, a limited liability corporation validly existing under the laws of the state of Delaware;
and that said instrument was signed on behalf of said corporation by authority of a resolution or
bylaws of its Board of Directors; and said person acknowledged to me that said corporation
executed the same.

NOTARY PUBLIC

EXHIBIT A

TNC Operator's Fees – July 1, 2016 through June 30, 2017

Ground Transportation – TNC Operator's Fees		
1 to 4 people in a vehicle	\$ 1.00	Per vehicle per trip
5 to 9 people in a vehicle	\$ 1.50	Per vehicle per trip

EXHIBIT B

Performance and Operational Standards for Transportation Network Operators and TNC Drivers Accessing the Airport

A. Personnel

1. TNC Drivers interacting with Airport customers shall conduct themselves in a businesslike manner and not engage in public disputes or conflicts which would detract from the quality of customer's experience.
2. TNC Drivers will not engage in the use of improper language or act in a loud or improper manner when operating on Airport property and/or interacting with Airport customers.
3. City may bar the Operator from allowing a particular TNC Driver to provide transportation network services pursuant to this Agreement if such TNC Driver is found to have violated the requirements of this Agreement or any laws, rules, and regulations applicable to this Agreement.

B. General Operations

1. TNC Drivers shall pick-up and drop-off customers using only the areas designated by City.
2. TNC Drivers shall be prompt in picking up and dropping off passengers and shall not engage in excessive waiting on Airport property.
3. TNC Drivers shall not park in any area not designated by the City and shall not stage anywhere on Airport property. TNC Drivers may not park in the public parking spaces or in the short term parking lot.
4. TNC Drivers shall not park in the designated parking area for longer than thirty (30) minutes at a time.
5. TNC Drivers may drop off passengers in the designated Loading Zone in front of the Airport Terminal Building but must then move to the designated parking area to wait for new passengers if one is scheduled. The vehicle may not be in the loading zone for more than five (5) minutes at a time. Unattended vehicles will be ticketed and may be towed at the owner's expense.
6. TNC Drivers may pick up a pre-arranged passenger in the designated Commercial Lane Pre-Arranged Taxi Passenger Loading Zone if the passenger's name is clearly posted in the vehicle's passenger door window before the vehicle stops. The

vehicle may only be stopped in this area for five (5) minutes. TNC Drivers may not enter the building to meet a passenger.

7. TNC Drivers may not double-park anywhere on Airport property.
8. TNC Drivers must remain in their vehicle or in the immediate vicinity of the vehicle at all times except they may enter the Airport Terminal Building while parked in the Commercial Lane for no more than five (5) minutes to attend to personal needs such as restroom use, vending machine purchases or for an emergency.
9. TNC Drivers may not sleep in their vehicles on Airport property.

DRAFTAgenda Item Number : **6D****Request For Council Action****Date Submitted** 2016-07-01 11:16:30**Applicant** Bracken Investments, LC**Quick Title** Sale of City Property**Subject** Consider the sale of City property to Bracken Investments, LC, located off Riverside Dr. and behind the business, AAA Disaster Services**Discussion** Applicant is requesting to purchase approximately 0.17 acres of City property proximate to his business, AAA Disaster Services, for the amount of \$43,032. The sale is conditioned on applicant obtaining the perpetual right to access Riverside Drive, through the adjacent commercial property, providing the lot with legal access to a public roadway.**Cost** \$0.00**City Manager Recommendation** As has been discussed previously this property is adjacent to the Virgin River trail and is logical to be used by the adjacent property owner as that is the only place to get access. Recommend approval.**Action Taken****Requested by** Shawn Guzman**File Attachments** [SoUTDisaterExC.pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** The property is adjacent to the City trail, and the Buyer has agreed to design and construct \$10,000 in landscaping improvements on City property adjacent to the trail, and proximate to the sale property. \$10,000 of the purchase price will be held in escrow. Upon proof of satisfactory completion of the landscape improvements, City agrees to release the escrow amount to the Buyer.**Attachments** [SoUTDisaterExC.pdf](#)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT is made this ____ day of _____, 2016, (the "Effective Date"), by and between CITY OF ST. GEORGE, a Utah municipal corporation ("Seller"), and BRACKEN INVESTMENTS, LC, a limited liability company, ("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 Warranty 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 Conservation 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, including, but not limited to:

3.1 Buyer Responsibilities. Buyer shall be responsible for, and pay all costs associated with, site plans, plats, surveys, soil tests, zone changes, lot splits, lot mergers, applications, and compliance with all ordinances and policies of the City of St. George. The Agreement is conditioned on the property being rezoned, General Commercial Zone, C-3.

3.2 Seller Responsibilities. Seller agrees to waive all City fees associated with the application to re-zone the Property, and the application for approval of a lot split, lot merger, or lot line adjustment. Buyer is responsible for all other fees.

3.3 Buyer's Landscape Improvements Adjacent to City Trail. Buyer agrees to design, improve, and construct a landscape strip that is approximately 440 feet in length, and varies in width, but is eight (8') feet wide and greater, on City property immediately adjacent to the City trail in the area described in Exhibit C, attached hereto and incorporated herein by this reference (the "Improvements"). Buyer agrees to design, get City approval of the design, clear, grade, construct, supervise, manage, and install the Improvements. Improvements will include gravel to the edge of the asphalt trail, and vertical elements like boulders will be at least two (2) feet away from edge of asphalt as a trail shoulder. Improvements will include large boulders, four to six inch (4"- 6") inch

rock, and half-inch gravel, to blend with the style and color (Cappuccino) further northeast on the City trail. No Improvements will be made on property that is not owned by the City. Buyer will complete the Improvements in compliance with all City ordinances, resolutions, regulations, policies, and procedures, and the City of St. George Standard Specifications for Design and Construction, except as specifically modified or waived in this Agreement. If the Improvements require installation of a water meter, City agrees to waive impact fees for the water meter. Buyer may enter City property to perform the duties herein, at its sole risk, and will indemnify, defend, and hold harmless City, its elected officials, officers, employees, agents, and representatives against any and all claims, suits, causes of action, judgments, demands, losses, costs, expenses, attorney's fees, damages, and liability of every kind for any death, injuries, or loss resulting from performing its duties herein. Buyer shall secure and maintain insurance to protect Seller from all liability for the Improvements, and the insurance shall name Seller as an additional primary insured without offset against its existing insurance. Improvements will be constructed to the satisfaction and approval of both Buyer and Seller, and approval shall not be unreasonably withheld by either party. TEN THOUSAND DOLLARS of the Purchase Price, described in Paragraph 4, below, shall be held in escrow by the Title Company, to be remitted to Buyer, after the Improvements are constructed, installed, and approved. Funds held in escrow shall be released to Buyer upon satisfactory completion, approval, and presentation by Buyer to Seller of construction invoices. In the event the Buyer does not present satisfactory proof that the cost of Improvements is TEN THOUSAND DOLLARS, the balance of the escrow amount shall be remitted to Seller. Nothing in this Agreement shall be construed to prevent the Seller from making additional improvements adjacent to the Improvement area. Once constructed, installed, and approved, City will own and maintain the Improvements. The covenants and duties herein will survive the closing.

4. PURCHASE PRICE. The purchase price and consideration (the "Purchase Price") to be paid for the Property shall be FORTY-THREE THOUSAND AND THIRTY TWO DOLLARS (\$43,032.00). TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) of the Purchase Price shall be paid by Buyer as an earnest money deposit, and shall be forfeited to Seller if the Closing does not occur in a timely manner.

5. CLOSING.

5.1. Time and Place. The Closing for the Transaction shall take place in the office of the Seller on the 15th day of July, 2016, the Closing Date, or as mutually agreed.

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 Warranty 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).

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

5.3.1. The funds set forth in Section 4 of this Agreement;

5.3.2. A copy of a duly executed and satisfactory agreement with the adjacent commercial landowner, and any applicable property owner's association, providing perpetual access to a public roadway for the Property.

5.3.3. 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. Seller shall pay for the standard-coverage policy of title insurance insuring Buyer in the amount of the Purchase Price, 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, 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. Duties and Covenants Survive Closing. All terms, duties, and covenants in this Agreement survive closing.

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

5.7. 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.

5.8. 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.

6.3. Compliance. Buyer is fully responsible for compliance with all City, State, and Federal rules, regulations, statutes, ordinances, resolutions, and policies ("Laws") applicable to the Property. All improvements to the Property shall be constructed or performed by Buyer in compliance with all applicable Laws, including, but not limited to, all planning and zoning codes, and building and safety codes, and with required permits from any applicable governmental entity. Buyer acknowledges that it shall accept title to the Property without representations or warranties by Seller that the Property is fit for Buyer's intended purpose.

7. BROKER'S COMMISSION. Seller represents and warrants that it has not dealt with any broker or finder in connection with its negotiation or finalization of this Agreement or the Transaction. Buyer represents and warrants that it is solely responsible for any fees or

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:
Bracken Investments, LLC

By: _____
Name: Curt Bracken, Manager

By: _____
Name: Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Approved as to form:

Shawn M. Guzman, City Attorney

Exhibit "A"

Beginning at a point being South 89°05'44" East 1,268.54 feet along the section line and North 1,278.38 feet from the South Quarter Corner of Section 31, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

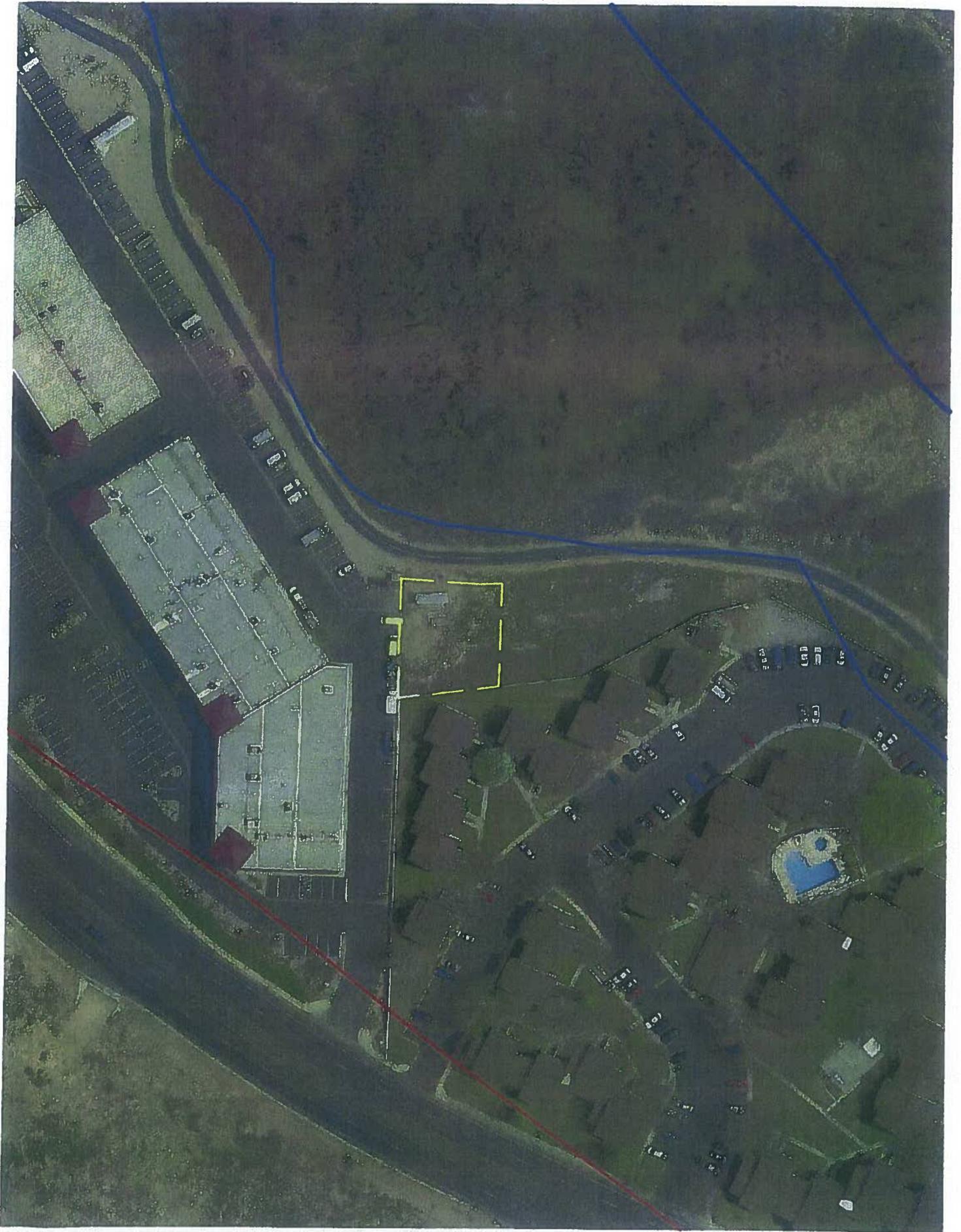
thence North 07°26'57" West 80.95 feet;
thence South 88°38'50" East 97.30 feet;
thence South 03°43'25" West 63.32 feet;
thence South 02°54'23" East 16.78 feet;
thence North 88°38'50" West 83.54 feet to the Point of Beginning.

Containing 7,172 square feet or 0.17 acres.



April 13, 2016

EXHIBIT A (cont)



**PURCHASE AND SALE AGREEMENT
EXHIBIT B (WARRANTY DEED)**

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

Tax ID: SG-

WARRANTY DEED

The City of St. George, a Utah municipal corporation, Grantor, in consideration of the sum of Ten Dollars and other good and valuable consideration paid to Grantor by Grantee, receipt of which is hereby acknowledged, does hereby grant, sell, release, convey and warrant to Southern Utah Disaster Service, Inc., Grantee, its successors and assigns forever, free and clear of all encumbrances, in fee simple, all its rights, title and interest in and to the following described properties located in the County of Washington, State of Utah:

See Exhibit A for legal description:

TO HAVE AND TO HOLD such property to Grantee.

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 Warranty Deed this ____ day of _____, 2016.

GRANTOR:

CITY OF ST. GEORGE

Attest:

Jonathan T. Pike, Mayor

Christina Fernandez,
City Recorder

Approved as to form:

Shawn M. Guzman, City Attorney

STATE OF UTAH)
 ss.
WASHINGTON COUNTY)

On the ____ day of _____, 2016, 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

EXHIBIT C



Area of proposed landscape
(Approximately 440.00 feet along
City Trail)

Do NOT
extend beyond
this fence line

Area of
additional
landscape if
necessary

City of
St. George

1 **ST. GEORGE CITY COUNCIL MINUTES**
2 **REGULAR MEETING**
3 **MAY 5, 2016, 5:00 P.M.**
4 **CITY COUNCIL CHAMBERS**
5

6 **PRESENT:**

7 **Mayor Jon Pike**
8 **Councilmember Jimmie Hughes**
9 **Councilmember Michele Randall**
10 **Councilmember Joe Bowcutt**
11 **Councilmember Bette Arial**
12 **Councilmember Ed Baca**
13 **City Attorney Shawn Guzman**
14 **Support Services Director Marc Mortensen**
15 **City Recorder Christina Fernandez**
16

17 **EXCUSED:**

18 **City Manager Gary Esplin**
19

20 **OPENING:**

21 Mayor Pike called the meeting to order and welcomed all in attendance. The
22 invocation was offered by Steve Stanart with the Salvation Army and the Pledge of
23 Allegiance to the Flag was led by Scouts Titus and Kaden from Troup 1697.
24

25 Mayor Pike mentioned that the National Day of Prayer breakfast took place this
26 morning. Additionally, he mentioned the passing of Senator Robert Bennett. He
27 stated that the Ironman 70.3 event will be taking place on Saturday, May 7.
28

29 Support Services Director Marc Mortensen mentioned that May is national bike month
30 and that the City is participating. Yesterday was bike to school day - he focused on
31 Little Valley elementary who had approximately 215 bikes and 60 scooters. He then
32 showed a video about e-bikes introduced Craig and Diane Shanklin, and Ryan Gurr,
33 Owner of Red Rock Bicycle Company.
34

35 Mr. Shanklin stated that bicycles make communities better. He and his wife donated
36 two turbo bikes to the City of St. George employees for their use.
37

38 Mayor Pike thanked Mr. and Mrs. Shanklin as well as Mr. Gurr for their contribution.
39

40 **COMMENTS FROM THE PUBLIC:**

41 Mayor Pike stated that because of the full agenda, each speaker will have three
42 minutes to speak. He outlined the rules for speaking.
43

44 Resident Steve Horner stated that he has been in the City for seven years. Many
45 things bother him including the ice cream vendor. He believes the vendor is violating
46 the law since he can hear the truck from over 2,000 feet away. Because they know
47 he does not like them, they park closer to him and are playing the music louder. He
48 would like the City to prosecute the vendor. The HOA where he lives pin him with
49 falsehoods and lies. He mentioned that he visited with Deputy Chief Farnsworth and
50 is tired of being the suspect and being given the third degree. He then mentioned
51 email exchanges with Councilmember Randall in which he requested the City offer a
52 discount on utility bills for disabled veterans. Because he does not believe
53

5 Councilmember Randall's response is something the veterans would say, he would
6 like to be invited to the next Veterans Advisory Committee meeting.
7

8 Mayor Pike commented that there have been communications with Mr. Horner
9 beforehand; therefore, several members of the Veterans Advisory Committee are
10 present to speak.
11

12 Pam Palermo, veteran and member of the Veterans Advisory Committee, stated that
13 Mr. Horner is a Purple Heart recipient and tried to thank him for his service; however,
14 Mr. Horner stopped her, stating that he resents it. She outlined who makes up the
15 Committee and stated that their purpose is to advise the Mayor and City Council on
16 issues of importance to veterans, their families and is based upon input. At their
17 meeting held on February 9th, Councilmember Randall read the email request for
18 discounted utility rates for disabled veterans, without divulging the name of the
19 person who sent it. After much discussion, the consensus of the Committee was that
20 there were already programs in place and no financial burden should be placed on the
21 City; a motion was made, it was seconded and passed. She mentioned that this
22 community is veteran friendly. Councilmember Randall is fair, objective and known
23 throughout this community as a proponent for all military veterans and their families.
24

25 Councilmember Randall introduced, Courtney Pendleton, Sam New, Steve Duke and
26 Bruce Rafferty. Mr. Pendleton introduced other members of the board.
27

28 Mayor Pike added that the Committee has been in place for about two and a half
29 years. It was Councilmember Randall's idea.
30

31 Mr. Rafferty stated this request was not dismissed as something that does not have
32 importance. He mentioned that he works with veterans through the Veterans Legal
33 Initiative, is a Vietnam Veteran and sits on the Utah State Council for the Vietnam
34 Veterans of America. This request would have opened a can of worms. If available,
35 everyone in the veteran community would take advantage. The Committee cannot
36 support the request - it was a unanimous vote. He mentioned a fund that customers
37 can donate additional money to when paying their bill that is available to all
38 customers. It was approached from a veteran's point of view as well as the view
39 from a non-veteran.
40

41 Mr. Horner commented that since he got out of the military, he has been involved
42 with many Veteran organizations, many of which he disagrees with. He would like to
43 be invited to the next meeting so he can express his opinion on how this can work
44 and how Washington County offers discounts on property taxes.
45

46 Councilmember Randall advised that they meet at 1:00 p.m. on the second Tuesday
47 of every month in the City Hall Administrative Conference Room.
48

49 Ski Ingram, former member of the Veterans Advisory Committee and Vietnam
50 Veteran, last as a Green Beret, mentioned that he is a life member of the America
51 Legion, Veterans of Foreign Wars, Vietnam Veterans of America and Disabled
52 Veterans of America. Currently, he is Area 4 Commander of the American Legion and
53 writes a monthly article in the Senior Sampler regarding veterans. He does not know
54 of any veteran who wants something for free - all they want to do is serve and give
55 back to America. Disabled veterans do get some benefits; however, he does not feel
56 the City should give discounts. American Legion Post 90, on May 25th at 6:00 p.m.
57 is going to honor Jerry Olsen from the Veterans Home, Commander Marty Bigby and
58 Joe Hamblin who performed a heroic act on North Bluff preventing damage to citizens
59 in the community.

5 **AWARD OF BID:**

6 **Consider award of bid for the high density mineral bond overlay project for**
7 **parking lots and trails within the City.**

8
9 Purchasing Manager Connie Hood advised that the recommendation is to award the
10 bid to Holbrook Asphalt for coating and restriping of eleven parking lots and five miles
11 of trails in the amount of \$163,002. There is a schedule of the trails and parking lots
12 that will be done, based upon the need. She mentioned some of the trails.
13

14 **MOTION:** A motion was made by Councilmember Randall to award the bid to
15 Holbrook Asphalt Inc for the high density mineral bond overlay project
16 in the amount of \$163,002.

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

18 **VOTE:** Mayor Pike called for a vote, as follows:
19

20 Councilmember Hughes – aye
21 Councilmember Randall - aye
22 Councilmember Bowcutt – aye
23 Councilmember Arial – aye
24 Councilmember Baca – aye
25

26 The vote was unanimous and the motion carried.
27

28 **AWARD OF BID:**

29 **Consider award of bid for a new 2015 MV-1 paratransit van for SunTran.**

30
31 Purchasing Manager Connie Hood explained this van will be purchased using the
32 Government Services Administration contract in the amount of \$51,558. The van has
33 well needed equipment.
34

35 Support Services Director Marc Mortensen advised FTA funds will cover 80%, this cost
36 is the City's portion.
37

38 **MOTION:** A motion was made by Councilmember Hughes to award the bid for the
39 paratransit van in the amount of \$51,558.

40 **SECOND:** The motion was seconded by Councilmember Arial.

41 **VOTE:** Mayor Pike called for a vote, as follows:
42

43 Councilmember Hughes – aye
44 Councilmember Randall - aye
45 Councilmember Bowcutt – aye
46 Councilmember Arial – aye
47 Councilmember Baca – aye
48

49 The vote was unanimous and the motion carried.
50

51 **AWARD OF BID:**

52 **Consider award of bid for a storage shed at the Reuse Center.**

53
54 Purchasing Manager Connie Hood advised the request is to purchase 40 x 200 shed
55 from Wells Custom Construction in the amount of \$91,027.45.

5 Support Services Director Marc Mortensen explained that part of the reason to
6 purchase this shed is because of the new Fleet facility. Part of the cost, \$77,000 from
7 Streets and \$15,000 out of proceeds from approved amount for Fleet building.
8

9 **MOTION:** A motion was made by Councilmember Arial to award the bid for the
10 Streets storage shed at the Reuse Center in the amount of \$91,027.45

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

12 **VOTE:** Mayor Pike called for a vote, as follows:
13

14 Councilmember Hughes - aye
15 Councilmember Randall - aye
16 Councilmember Bowcutt - aye
17 Councilmember Arial - aye
18 Councilmember Baca - aye
19

20 The vote was unanimous and the motion carried.
21

22 **AWARD OF BID:**

23 **Consider award of bid for the Recreation Center re-roofing project.**
24

25 Purchasing Manager Connie Hood advised although the bid was sent to two vendors,
26 only one bid was received - Stout Roofing in the amount of \$140,170.
27

28 **MOTION:** A motion was made by Councilmember Randall to award the bid to
29 Stout Roofing for the Recreation re-roofing project in the amount of
30 \$140,170.

31 **SECOND:** The motion was seconded by Councilmember Baca.
32

33 After Councilmember Hughes asked if other vendors were contacted, Purchasing
34 Manager Connie Hood mentioned that she contacted Noorda, but they were too busy.
35 Typically, if only one bid is received staff has the option to re-bid the project;
36 however in this case, because of time constraints, it was decided to go with the
37 bidder.
38

39 Support Services Director Marc Mortensen added that two local companies provide
40 the materials required on the buildings. Given the complexity of the job, the bid is
41 right in line with what anyone would bid per square foot.
42

43 **VOTE:** Mayor Pike called for a vote, as follows:
44

45 Councilmember Hughes - aye
46 Councilmember Randall - aye
47 Councilmember Bowcutt - aye
48 Councilmember Arial - aye
49 Councilmember Baca - aye
50

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

5 **CDBG 2016 UPDATE:**

6 **Update on the HUD - Community Development Block Grant (CDBG) program**
7 **activities for 2016.**
8

9 Economic & Housing Development Director Matt Loo introduced Erich Chatham, the
10 City's CDGB consultant, who was referred by the HUD office in Denver.
11

12 Mr. Chatham explained that a consolidated plan is required every five years that
13 identifies the needs of the community and the best uses and goals of the program.
14 The City completed the plan in 2014; however, HUD has asked for revisions. He
15 mentioned that they assisted with preparing the annual action plan. He presented a
16 PowerPoint presentation covering the following topics: What is a Consolidated Plan?;
17 Citizen Participation Events; Consolidated Plan: Priority Needs; Consolidated Plan:
18 Goals; Annual Action Plan: CDBG Projects & Funding; and HUD Submission. The
19 annual entitlement decreased; however, significant program income has been
20 receipted over the past twelve months due to repayment of down payment assistance
21 when homes were sold. He mentioned a workshop they hosted in March; applications
22 were submitted in April.
23

24 Mr. Loo added that there is a grading process outlined by HUD. They are currently in
25 the process of grading the applications and will bring the requests to the City Council
26 and City Manager for review and approval.
27

28 Mr. Chatham explained to qualify for assistance, HUD requirement is 80% of the area
29 median income and is adjusted for the household size. That information is included in
30 the plan and will be posted on the City's website once approved.
31

32 **PUBLIC HEARING/FINAL PLAT AMENDMENT/ORDINANCE:**

33 **Public hearing to consider amending the final plat for Stone Cliff Subdivision**
34 **Phase 13 Amended. Kay Traveller, applicant.**
35

36 Assistant Public Works Director Wes Jenkins presented the request for a final plat
37 amendment for the Stone Cliff Subdivision Phase 13 Amended. He showed and
38 reviewed the final plat and proposed amendments.
39

40 Mayor Pike opened the public hearing. There being no comment, he closed the public
41 hearing.
42

43 **MOTION:** A motion was made by Councilmember Hughes to approve the final plat
44 amendment for Stone Cliff Subdivision Phase 13 Amended and
45 Extended.
46

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

47 **VOTE:** Mayor Pike called for a roll call vote, as follows:
48

49 Councilmember Hughes – aye
50 Councilmember Randall - aye
51 Councilmember Bowcutt – aye
52 Councilmember Arial – aye
53 Councilmember Baca – aye

5 The vote was unanimous and the motion carried.
6

7 **PUBLIC HEARING/PD-C AMENDMENT/ORDINANCE:**

8 **Public hearing to consider amending the Planned Development Commercial**
9 **Subdivisions Boulder Creek Commons and Boulder Creek Crossing**
10 **commercial center sites, located at the intersection of 1450 South Street and**
11 **River Road, by adding a master sign plan. Steven Sheffield, applicant.**
12

13 Planner Ray Snyder presented the request to amend the PD-C subdivisions for
14 Boulder Creek Commons and Boulder Creek Crossing. He presented a PowerPoint
15 presentation covering the following topics: summary of the request; zoning map;
16 overall site plan; aerial map; comparison chart; east side site plan; renderings of the
17 proposed signs; west side site plan; comparison chart; additional renderings of the
18 proposed signs. Although the Council approved a 10' sign, Rite Aid is now requesting
19 a 15' sign and to be considered as part of this master sign plan. He showed nearby
20 comparisons; radius listing (letter mailing) and read portions of the ordinance
21 pertaining to master sign plans in a Planned Development and comments as follows:
22

- 23 1. Master Sign Plan – This plan consists of a site plan and elevation details for
24 the proposed different categories of signs (pylon, monument, etc.) and their
25 overall heights and widths.
26
- 27 2. Site Plan - A 'site plan' has been provided which shows the locations of
28 proposed signs (e.g. A, B, C).
29
- 30 3. Roadway - All of the proposed commercial development(s) are located on
31 "Non-Major Commercial Street" per the sign ordinance unless a master sign
32 plan is approved, the maximum height would be limited to ten feet (10') high.
33
- 34 4. Freestanding - The size of all freestanding signs (monument, pylon, etc.) is
35 determined by linear footage.
36
- 37 5. Easements - The proposed freestanding signs will all be located in an
38 easement or common area (to be determined per development agreement).
39
- 40 6. Pylon Sign – West – The applicant is asking for one (1) thirty foot (30') high
41 pylon sign.
42
- 43 7. Pylon Signs – East – The applicant is asking for two (2) thirty-one foot (31')
44 high pylon signs.
45
- 46 8. Monument Signs – West – The applicant is asking for six (6) monument signs
47 at 9 ½ ft. high.
48
- 49 9. Monument Signs – East - The applicant is asking for six (6) monument signs at
50 9 ½ ft. high.
51
52
53
54

- 5 10. Low Profile Center ID – The applicant is asking for one (1) low profile Center
6 ID monument sign at 13.3 ft. high. This is similar to what IHC has on the
7 corner of River Road and Foremaster.
8
- 9 11. Animation – Animated signs shall not be allowed on property adjacent to
10 residential and may not be appropriate for the pylon sign.
11
- 12 12. Frontages – The applicant will have to provide linear distances for each site.
13
- 14 13. Building Signs – This plan does not address signs located on buildings;
15 building signs are subject to staff review as a part of submitted sign permit
16 applications and must follow the requirements of the sign ordinance.
17
- 18 14. Future Commercial – It is recommended that the area shown as “Future
19 Commercial Conceptual Layout” be removed from the master sign plan.
20
- 21 15. Rite Aid – The City Council approved a ten foot (10’) monument sign as part of
22 a recent zone change amendment; however, Rite Aid returned and asked for a
23 15 ft. sign to be considered as a part of this master sign plan. At the Planning
24 Commission meeting, a revised request for 13 feet was presented by the
25 applicant.
26

27 Additionally, he stated that the Planning Commission recommended approval with the
28 following conditions:
29

- 30 1. Master Sign Plan – This plan consists of a site plan and elevation details for
31 the proposed different categories of signs (pylon, monument, etc.) and their
32 overall heights and widths.
33
- 34 2. Site Plan - A ‘site plan’ has been provided which shows the locations of
35 proposed signs (e.g. A, B, C).
36
- 37 3. Roadway - All of the proposed commercial development(s) are located on
38 “Non-Major Commercial Street” per the Sign Ordinance unless a master sign
39 plan is approved, the maximum height would be limited to ten feet (10’) high.
40
- 41 4. Freestanding - The size of all freestanding signs (monument, pylon, etc.) shall
42 be determined by linear footage.
43
- 44 5. Easements - The proposed ‘center’ freestanding signs (pylons) will be located
45 in either a common area or in an easement to be determined per development
46 agreement and/or CC&R’s controlled by the Property Owner Association. The
47 applicant shall provide a copy to the City Attorney’s office for review and
48 approval.
49
- 50 6. Design – All signs (A, B, C) shall have a common and consistent look and
51 design, color, stone, etc.
52

- 6 7. Sight Distance – no signs shall block vehicle sight distances.
7
8 8. Pylon Sign – West – Approve one (1) thirty foot (30') high pylon sign 'A',
9
10 9. Pylon Signs – East – Approve two pylon signs: 1) one sign being a thirty-one
11 foot (31') high pylon signs 'C' and 2) one at 70% height of the first pylon sign
12 (21.7 feet) 'C'.
13
14 10. Monument Signs – West – Approve six (6) monument signs 'B' at 9 ½ ft. high.
15
16 11. Monument Signs – East - Approve six (6) monument signs 'B' at 9 ½ ft. high.
17
18 12. Low Profile Center ID – East – Approve for one (1) low profile Center ID
19 monument sign 'A' at 13.3 ft. high. This sign will be similar to what IHC has on
20 the corner of River Road and Foremaster.
21
22 13. Animation – Animated signs shall not be allowed on property adjacent to
23 residential. Any electronic message sign on a pylon sign shall face away from
24 residential homes.
25

26 City Attorney Shawn Guzman clarified that this is a residential zone – they are not
27 just looking at houses.
28

29 Planning and Zoning Manager John Willis further clarified that on the zoning map,
30 which lots are adjacent to residential zoning. The code is fairly specific regarding
31 animated signs adjacent to residential zoning.
32

- 33 14. EMS (electronic message sign)- East Side – The applicant has agreed to limit
34 electronic reader boards to only three (3) locations on the east side; 1) one on
35 only one of the 'B' signs on 1450 South, note - none on 'C' pylon on 1450
36 South, 2) one on sign 'A' on the corner of 1450 South & River Road and 3) one
37 on sign 'C' pylon on River Road.
38
39 15. EMS (electronic message sign)- West Side – The applicant has agreed to limit
40 electronic reader boards to only three (3) locations on the west side; 1) Rite
41 Aid sign, 2) sign 'A' pylon, and 3) on one of the 'B' signs on River Road.
42
43 16. Frontages – The applicant will have to provide linear distances for each site.
44
45 17. Building Signs – This plan does not address signs located on buildings;
46 building signs are subject to staff review as a part of submitted sign permit
47 applications and must follow the requirements of the sign ordinance.
48
49 18. Future Commercial – It is recommended that the area shown as “Future
50 Commercial Conceptual Layout” be removed from the Master Sign Plan.
51
52

4
5 19. Rite Aid – The City Council approved a ten foot (10') monument sign as part of
6 a recent zone change amendment; however, Rite Aid is asking for a 13 ft. sign
7 to instead be considered as a part of this master sign plan. At the Planning
8 Commission meeting, a revised request for 13 feet was presented by the
9 applicant and the Planning Commission recommends approval.

10
11 Mr. Snyder mentioned that Mr. Sheffield contacted him today regarding commercial
12 signs along Bluff Street. River Road is considered a major commercial street until
13 700 South. Additionally, he read an email received regarding connectivity and
14 outlined where and what type of signs would be placed.

15
16 City Attorney Shawn Guzman inquired about the car wash on the west side; he asked
17 if their sign is included.

18
19 Mr. Snyder replied that they are showing two signs on the west side; when the car
20 wash was approved, signs were not discussed. At this point, signs have not been
21 requested specifically for the car wash. He mentioned that the Rite Aid sign does not
22 appear to be animated. When discussed at the Planning Commission meeting,
23 animated pylon signs would have to face away from residences. He read the portion
24 of the ordinance pertaining to distances for animated signs, which does not mention
25 distances.

26
27 City Attorney Shawn Guzman explained these items are recommendations from the
28 Planning Commission. In theory, they could have a pylon sign including an electronic
29 message board on the open space area that is not adjacent to a residential zone and
30 it could be facing a residential home on the west side.

31
32 Assistant City Attorney Victoria Hales advised that the Planning Commission did not
33 focus on the property being adjacent to residential because they were looking at the
34 front of the lot, not the back. There is one lot on the east side; that entire lot is
35 adjacent to residential. Under the sign code, an electronic message sign would not
36 be allowed on the east side; but they would be allowed on two lots on the west side
37 as the car wash and lot 7 do not abut residential zoning.

38
39 Mike Sheffield, applicant, stated that although this is a complicated and complex
40 item, they are excited to work out any issues. Regarding major commercial versus
41 not major commercial roads, he asked at what point is a road deemed major
42 commercial. They will have over 200,000 sq. ft. of business, which to him is a major
43 commercial zone. If not major commercial, why can they only have right in and right
44 outs? He mentioned three images he emailed the other day, which the Council did
45 not receive. The images show other areas of the City with pole signs within feet of
46 each other. Electronic reader boards will be angled toward the intersection, not
47 towards homes or residences.

48
49 Steve Davis with Rainbow Sign and Banner noted that there are several streets
50 deemed major commercial, which allow 30' pylon or pole signs. The sign code states
51 that when a street has 70% or more of its frontage zoned commercial, the City
52 Council shall consider designating such street as a major commercial street.

53
54 Councilmember Baca inquired about the Rite Aid sign.

55
56 Mr. Sheffield explained that the sign is being reduced to 13' sign and will be an
57 electronic sign. The signs for the car wash are included in tonight's proposal – they
58

5 will have one out front and one along the side of their property which will be for the
6 buildings behind. He mentioned that the Rite Aid sign on the corner of 1450 South
7 and River Road; which was missing on the map.
8

9 Mayor Pike asked staff how a street is deemed a major commercial street.
10

11 City Attorney Shawn Guzman he explained that this has been done twice before with
12 Mall Drive and River Road. With any change to commercial property along that way,
13 if the entire length of the road is designated major commercial, a taller sign can be
14 requested. The request to deem a street as major commercial would have to be put
15 on a City Council agenda for approval. Staff can be directed to look at other areas of
16 the City that may be developed and do them all at the same time. He mentioned that
17 the road does not have to be contiguous.
18

19 Mr. Snyder explained that one of the signs proposed by the car wash cannot legally
20 be done since it would be an off premise sign as it is on another lot.
21

22 Mr. Willis stated that staff considered major commercial on Mall Drive; however, most
23 of the zoning is coming in as Planned Development which allows the Council to review
24 each sign.
25

26 City Attorney Shawn Guzman clarified that Lin's was not adjacent to a residential
27 zone. If there is a specific provision of the law, it holds over a general provision. He
28 pointed out that Jiffy Lube has an electronic reader board and asked if that was
29 requested or if the message was just put on the bottom of a monument sign.
30

31 Assistant City Attorney Victoria Hales stated that staff will look into that. City code
32 10-8-6(D) states that the requirements of the sign ordinance set forth in Title 9,
33 Chapter 13 of the code shall apply in a PD zone, which is a specific provision. The
34 specific provision in the sign code is 9-13-4(B)(1)(e) which states that animated signs
35 are permitted only in commercial zones; however, no animated sign shall be allowed
36 on property adjacent to a residential zone. The code does not talk about which way a
37 sign phases; however, it is not relevant to the code. Some of the graphics provided
38 by Mr. Sheffield tonight are on major commercial streets allowed under prior sign
39 ordinances. She added that the property south of Lin's is currently zoned
40 Agricultural. If the zoning changes, they can request an amendment to their PD.
41

42 Mayor Pike opened the public hearing.
43

44 Resident EJ Arlidge stated that in Utah, city governments were organized as
45 theological governments; a lot of the laws have taken that general tone. The Mayor
46 and Council have the absolute power to determine what a major commercial zone is
47 and what is not. Staff has done a good job of reading bits and pieces of the sign
48 ordinance. He read the definition of lights and lighted signs as stated in City code 9-
49 13-7. There are 60+ homes overlooking this project; he can see the entire project
50 from his back porch. Today learned that there is an item on the agenda regarding
51 the restaurant; which will not be facing River Road. He mentioned that he has
52 spoken to Code Enforcement Officers regarding the numerous nuisance lights in their
53 area. Additionally, he mentioned that he has been developing commercial property
54 all his life - he is for development but this is a unique property as there are homes
55 above. He then read portions of the sign ordinance pertaining to which roads are
56 major commercial zones and requested the Council table the item for further
57 investigation.
58
59

5 Resident Lorri Kocinski-Puchlik stated that she is pro-business and community
6 friendly. She invested many hours shaping the current sign ordinance; which was a
7 compromise to be business friendly and aesthetically pleasing. The original intent of
8 the sign ordinance was to balance the aesthetics of the community. Tall signs are
9 allowed; however, they are not needed in residential zones. She presented a
10 PowerPoint presentation covering the following topics: aerial map of the area; aerial
11 map of River Road; photos of the 700 South Harmon's signs; Cache Valley Bank sign.
12 She mentioned the signs at Dixie Regional Medical Center; they could have had
13 additional signs, but they chose not to. Jiffy Lube and Maverik have been successful
14 with low profile monument signs. She showed samples of signs for the Sandstone
15 Business Center; Sunset Corner; Town Square; Santa Clara Dental; Rio Plaza; Photos
16 of the businesses in Rio Plaza; Intermountain Sunset Clinic; Dixie Sunset Plaza;
17 Professional Office Building example; Sun River Professional Plaza; Southwest
18 Community Credit Union on Sunset; Fort Knox Plaza; and photos of the area. A
19 Planned Development is usually restrictive, when it comes to aesthetics. In this case,
20 the Planned Development designation is being used to sidestep the intent of the
21 current sign ordinance to allow taller signage than would be allowed on a non-major
22 commercial street. She asked how Maverik and Jiffy Lube will feel knowing that the
23 developer who sold them their land has taller signs than they do. Although she is in
24 favor of the development, she is not in favor of the 30' signs. She requested the
25 Council give the applicant what would be given if this were not a Planned
26 Development.
27

28 Resident Hal Hickman asked that the Council not take action at this time. Steve
29 Sheffield stated that he wanted to plan a neighborhood shopping center, but this
30 development is nowhere near a major commercial store such as Target or Walmart.
31 Residents along the hillside are blinded by the signs currently in place.
32

33 Mr. Sheffield reiterated that he is a member of this community and cares about how it
34 looks. Every sign that was placed was done so on and with purpose – the intent is
35 not to cause harm or block views. The proposed sign will be of lower elevation than
36 the Remax building across the River. He agrees wholeheartedly regarding signs
37 advertising multiple businesses. As mentioned, this is a unique opportunity to do
38 something special. They have added an incredible amount of stone and steel to make
39 this a beautiful and modern addition. The Sunset Corner sign represents 10
40 businesses; their 30' sign will advertise only a few tenants. They are requesting the
41 pylon signs to represent their tenants well. Significant efforts have been put into this
42 project; he believes it meets the needs of the area. It is his opinion that action
43 should be taken and requested the item not be tabled. Because the plan for the
44 entire project was requested, there are a lot of signs being discussed. Currently
45 there are pole signs are throughout the area, they only want a handful as their major
46 tenants want the visibility. The Lin's signs are 40' and are closer to homes than their
47 signs will be. Each day, approximately 35,000 cars drive through the area. With all
48 of the elevation and height studies, the proposed signs and buildings are not in the
49 view corridor of homes.
50

51 Mr. Arlidge added that the developer has failed to hear what the residents are saying.
52 They are concerned with light pollution, not blocking their views.
53

54 Resident Joshua Puchlik added that they were talking about the signage; but the light
55 pollution should be looked at as well. The sign does not need to be larger than the
56 building; all that does is advertise to the homes above. He drives a smaller car, with
57 that the roof height prevents him from seeing taller signs. He suggests better
58 signage on the buildings themselves.
59

5 Resident Jeff Weaver mentioned that at 40 mph, he needs more time to decide where
6 to turn. He believes the sign needs to be higher to be able to see it from a distance.
7

8 Mayor Pike closed the public hearing.
9

10 Mayor Pike explained that the Council can proceed with what has been presented or
11 with modifications as this is a PD-C zone. He asked the Council to keep in mind the
12 ordinance, specific versus general requirements. If they are concerned with the
13 status of this portion of River Road defined a non-major commercial segment, they
14 can table the item and request staff to gather info about designating this segment as
15 a major commercial road.
16

17 City Attorney Shawn Guzman clarified the ordinance states that when a street has
18 70% or more of its frontage zoned for commercial use, the City Council shall consider
19 it. It does not preclude the Council from considering it prior to that.
20

21 Councilmember Baca commented that this is a PD-C and he has not seen sufficient
22 evidence for this segment to be considered a major commercial street at this point.
23 He would not support pylon signs for this particular area. He then suggested tabling
24 the request or denying the requested 30' signs.
25

26 Assistant City Attorney Victoria Hales added that specific provision says that the
27 commercial code sign provisions apply. At the very least, it is a strong indicator of
28 what would and would not be appropriate in a PD zone; however, the Council has
29 some latitude based on the general provisions in the PD provisions of the code.
30

31 City Attorney Shawn Guzman stated that location of the signs is important as the
32 proposal is to subdivide some of the lots after which they would not be adjacent to
33 residential zoning.
34

35 Assistant City Attorney Victoria Hales reviewed which lots would and would not be
36 adjacent to residential zoning. Major commercial is another issue that has not yet
37 been requested.
38

39 A discussion took place regarding the placement of the electronic message boards.
40

41 Councilmember Arial asked about the businesses they are trying to attract to this
42 area.
43

44 Mr. Sheffield stated that they have a letter of intent from a grocery store on the east
45 side and the Rite Aid store on the west side. The next phase will include a large
46 anchor tenant who will most likely want the same treatment. He personally believes
47 that a precedent has been set with Lin's with a 40' sign; they do not want that - they
48 are compromising with a 30' sign.
49

50 Mayor Pike noted that the Lin's on 3000 East and Mall Drive has been designated a
51 major commercial center.
52

53 Mr. Sheffield asked that the Council address that issue tonight.
54

55 City Attorney Shawn Guzman explained that the request would have to be an item on
56 an agenda.
57

58 Councilmember Randall commented that she is not in favor of changing this area to
59 major commercial while Councilmember Bowcutt commented that he is.

5 Mr. Sheffield asked the monuments signs be approved tonight- he will then work with
6 staff on the others.
7

8 Mayor Pike stated that tonight, the Council can approve or deny signs as they see fit.
9

10 Councilmember Randall mentioned the letter of intent from the grocery store
11 requiring a 30' pylon sign and Rite Aid, who is also an anchor store, is not requesting
12 one that high; therefore, the anchor store in the next phase may not request one
13 either.
14

15 Mr. Sheffield explained there are many more uses for a pylon sign. It serves a
16 purpose and use for the entire development.
17

18 City Attorney Shawn Guzman advised that the applicant would have to return for an
19 amendment to the PD if the Council does not approve the request as presented. He
20 mentioned that the plan shows an off premises sign that would have to be corrected.
21 The Council can say how many electronic reader boards they would allow.
22

23 Councilmember Hughes commented that patrons enter where signs are. He stated
24 that is not opposed to the number of signs. It seems that everything on this project
25 has been a stick in the eye to the residents. This will be a good project; a 30' sign
26 will not make a difference and does not know there is a need for six of them. He is
27 okay to approve the monument signs; however, the 30' and electronic signs are a bit
28 much.
29

30 Mr. Sheffield asked the Council to approve the monument signs and allow them to
31 work toward an amendment for the pylon signs. He would also like to have an action
32 plan to have this area be designated as a major commercial.
33

34 Mayor Pike asked the Council if they would like to table the request. If not, he asked
35 them to formulate an approval.
36

37 Mr. Hickman commented that he does not believe the Council should let any anchor
38 store determine policy.
39

40 **MOTION:** A motion was made by Councilmember Arial to approve the monument
41 signs as has been presented with the exclusion of the pylon and
42 electronic signs as well as the signs not on site and signs adjacent to
43 residential areas.

44 **SECOND:** The motion was seconded by Councilmember Baca.
45

46 Mayor Pike asked Councilmember Arial to clarify the portion regarding electronic
47 signs.
48

49 Councilmember Arial stated that they are not approved in this motion; they will be
50 discussed with the pylon signs.
51

52 City Attorney Shawn Guzman commented that the only concern on the residential
53 zone is the electronic signs. Pylon and electric signs are excluded, which means the
54 Council would be approving the number of monuments signs as proposed.
55

56 Councilmember Bowcutt inquired about the reader board at the southeast corner.

5 Councilmembers Hughes and Bowcutt stated that is an appropriate location for a
6 reader board.
7

8 Councilmember Arial stated that she does not have a problem with adding that to her
9 motion.
10

11 City Attorney Shawn Guzman commented that is one lot. If that is the case, the
12 southeast corner would be adjacent to a residential zone.
13

14 Mr. Sheffield advised regarding the off premises sign, their attorney does not see why
15 through an easement, that lot cannot have two signs.
16

17 City Attorney Shawn Guzman stated that he would be happy to discuss that with his
18 attorney. All of the ins and outs cannot be discussed on how to make that sign legal
19 tonight; as proposed, it is not legal.
20

21 Mr. Sheffield noted that the Rite Aid 13' sign is not represented on the map and it
22 does include a reader board near the bottom.
23

24 City Attorney Shawn Guzman pointed out that the sign would adjacent to residential
25 zoning.
26

27 Mayor Pike noted that no electronic reader boards were approved in this motion.
28

29 Councilmembers Arial and Baca agreed.
30

31 Mr. Snyder explained there are a total of 12 monument signs plus Rite Aid's sign.
32

33 Mayor Pike clarified that the motion would approve the Rite Aid sign without the
34 electric reader at this point.
35

36 Councilmember Arial agreed as did Councilmember Baca.
37

38 Councilmember Bowcutt asked the Sheffields if this motion will work or if they would
39 rather table it.
40

41 Mr. Sheffield asked that they be allowed to move forward with the monument plan
42 and to include Rite Aid's sign. Further, he asked the Council to address the potential
43 to designate this area as major commercial.
44

45 Mayor Pike advised that is not part of the motion, but staff can be directed to address
46 that.
47

48 Councilmember Arial explained that this motion is addressing the needs of the
49 citizens. Additionally, she recognized the developer's efforts; this is a compromise.
50
51

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

6
7 Councilmember Hughes – aye
8 Councilmember Randall - aye
9 Councilmember Bowcutt – aye
10 Councilmember Arial – aye
11 Councilmember Baca – aye
12

13 The vote was unanimous and the motion carried.
14

15 The consensus of the Council is to direct staff to look at areas throughout the City to
16 look into the major commercial street designations and bring their recommendations
17 to a work meeting.
18

19 A discussion took place regarding the fact that even if an area is designated major
20 commercial, the Council can still deny 30' signs in a PD.
21

22 Mayor Pike called for a recess.
23

24 **PUBLIC HEARING/PD-C AMENDMENT/ORDINANCE:**

25 **Public hearing to consider amending the Boulder Creek Crossing Planned**
26 **Development Commercial Subdivision by amending lot 1 located on the west**
27 **side of River Road in the vicinity of Bundy Lane to allow for the development**
28 **of a Stevens Henager College and professional office building. Steven**
29 **Sheffield, applicant.**
30

31 Planner Ray Snyder presented the request to amend the Boulder Creek Crossing
32 Planned Development Commercial Subdivision by amending lot 1. He presented a
33

34 PowerPoint presentation covering the following topics: summary of the request;
35 zoning map; conceptual site plan; site plan; final plat map; list of uses; aerial and
36 site maps; photos of the area; site plan (landscape plan); and cross section. He
37 mentioned that the letter that he read on the previous item pertaining to sidewalks,
38 trails and circulation would apply to this request also. He then reviewed the proposed
39 wall along Bundy Lane and the landscaping plans. Planning Commission recommends
40 approval with the following conditions and comments:
41

- 42 1. Zoning - Approve the PD-C zone change amendment on 1.40 acres.
- 43
- 44 2. Uses – This use (professional office/college) is in harmony with the previously
45 approved uses list for 'Boulder Creek Crossing' on 10.83 acres (*Case No.*
46 *2015-ZC-017 approved by City Council on 8/6/2015*). This list includes
47 'Educational institutions, schools, college, learning center, trade school'.
48
- 49 3. Site Plan – The conceptual layout as presented is approved.
- 50
- 51 4. Colors & Materials – As presented the colors and materials are recommended
52 for approval.
53
54

- 5 5. Wall – It is recommended that a wall be installed by Bundy Lane for safety,
6 aesthetics, and separation from the commercial development.
7
- 8 6. Sight Distance – A safe sight distance shall be provided that so no wall or
9 vegetation blocks vehicular sight distance as existing or entering Bundy Lane
10 and River Road.
11
- 12 7. Road Improvements – The applicant shall design and install to the satisfaction
13 of the Public Works department the improvements along the project’s frontage
14 on River Road (asphalt structural section, curb, gutter, and sidewalk).
15
- 16 8. Setbacks – Setbacks shall meet the Zoning Ordinance (*staff will confirm during*
17 *the SPR process*).
18
- 19 9. Impervious Surface – The applicant shall pave as required all surfaces for
20 drive ways and parking.
21
- 22 10. Landscaping – The applicant shall provide landscaping along River Road in
23 compliance with the Landscape Ordinance (10-25).
24
- 25 11. Lighting - Provide a photometric plan with submittal of the SPR and
26 demonstrate that lighting will not exceed 1 ft candle at property line and not
27 exceed 20 ft candle on site. Dark sky style lighting fixtures shall be used to
28 avoid a nuisance as seen from adjacent residential neighborhoods and
29 surrounding community.
30
- 31 12. Final Plat - This project is subject to Final Plat approval and recording and to
32 the satisfaction of the City Attorney’s Office.
33
- 34 13. SPR – Upon approval of the zone change, the applicant shall submit an
35 application for a SPR (Site Plan Review) along with the required civil
36 engineering plan set which may include but not be limited to: cover sheet, site
37 plan, grading plan, erosion control plan, utility plan, landscape plan, irrigation
38 plan, and photometric plan.
39

40 Further, he mentioned that a 6’ solid masonry wall adjacent to residential (west side)
41 and a 10’ buffer landscape. No building permits will be provided until the plat
42 records. Each use must have a specific package and any new use must conform to
43 the approved uses.
44

45 A discussion took place regarding the letter received mentioned sidewalks and
46 connectivity as mentioned.
47

48 Planning & Zoning Manager John Willis mentioned that there are no ordinances to
49 address internal circulation for pedestrian.
50

51 City Attorney Shawn Guzman advised traffic also includes pedestrian safety. Most
52 projects are being designed to meet requirements. Additionally, he mentioned that in
53 some areas trails are considered to be landscaping.

5 Mayor Pike added that staff can work with the developer on this issue.
6

7 Support Services Director Marc Mortensen mentioned that he, Assistant Public Works
8 Director Wes Jenkins and Mr. Willis have discussed this issue. They plan on putting a
9 group together to discuss this issue for future developments and to work on an
10 ordinance to allow for greater attention to these details.
11

12 Mayor Pike opened the public hearing. There being no comment, he closed the public
13 hearing.
14

15 Applicant Mike Sheffield stated that they are excited about this opportunity. They
16 have already spoken with their designers and engineers to incorporate some of these
17 concepts. The challenge is the elevation of River Road as it starts to incline near the
18 Stevens Henager pad. The height and the building itself have been compressed as
19 much as possible to be a minimal impact. He explained that the height of the
20 building is 29 1/2' with one section in the middle at 33 1/2'. After recent
21 conversations with nearby residents, they are happy with moving forward with a 6'
22 block wall. They are working with planning staff to make sure the viewable distance
23 from the intersection is appropriately placed.
24

25 Councilmember Bowcutt mentioned that he has visited the property – the wall is not
26 blocking any views.
27

28 Mr. Snyder outlined what staff will require during the site plan review with regard to
29 the wall. He wanted to make sure the applicant was aware.
30

31 Mr. Sheffield stated that he was aware. They have installed a drain and are working
32 with several residents to discuss resurfacing the road.
33

34 Assistant Public Works Director Wes Jenkins mentioned that Bundy Lane is an 18-20'
35 road. It is an existing non-conforming road.
36

37 City Attorney Shawn Guzman explained that if a permit was pulled on a private
38 roadway, they would have to install the improvements to current standards. This
39 roadway has been there for a long time. He does not know if this is the right time to
40 do that.
41

42 Mr. Sheffield commented that the road was placed on their property. Now that the
43 caliche is removed, the intersection arches and meets with the base of the wall
44 trajectory. It is thinner now; however, it is their property.
45

46 City Attorney Shawn Guzman noted that if the roadway was narrowed, it would be a
47 concern. He does not know if the property ownership and the traffic make a
48 difference.
49

50 **MOTION:** A motion was made by Councilmember Arial to amend the Boulder
51 Creek Crossing Planned Development Commercial Subdivision by
52 amending lot 1 located on the west side of River Road near Bundy Lane
53 to allow for the development of Stevens Henager College and
54 professional office building, adding that the 6' wall be placed between
55 Stevens Henager and the residential neighborhood, that drainage be
56 put in the wall, and that Bundy Lane be paved and finished off so that
57 it looks nice.

5 **SECOND:** The motion was seconded by Councilmember Bowcutt with the
6 stipulation that the arrangement for paving the road would be between
7 the residents of Bundy Lane and Mr. Sheffield.
8

9 Councilmember Arial agreed; however, she would like Mr. Sheffield to pay the cost to
10 pave the road. Also, they need to comply with the terms and condition of Planning
11 Commission.
12

13 **VOTE:** Mayor Pike called for a roll call vote, as follows:
14

15 Councilmember Hughes - aye
16 Councilmember Randall - aye
17 Councilmember Bowcutt - aye
18 Councilmember Arial - aye
19 Councilmember Baca - aye
20

21 The vote was unanimous and the motion carried.
22

23 **PUBLIC HEARING/PD-C AMENDMENT/ORIDNANCE:**

24 **Public hearing to consider amending the Boulder Creek Crossing Planned**
25 **Development Commercial Subdivision by amending lot 6 to allow for the**
26 **development of a restaurant building. Steven Sheffield, applicant.**
27

28 Planner Ray Snyder presented the request to amend the Boulder Creek Crossing
29 Planned Development Commercial Subdivision by amending lot 6. He presented a
30 PowerPoint presentation covering the following topics: summary of the request;
31 zoning map; aerial map; lot 6 final plat; overall site plan; close-up/site plan/building
32 & outside dining courtyard areas; overall conceptual landscape plan; close-up
33 conceptual landscape plan; elevations. He mentioned the letter he read earlier
34 regarding the walkability and connections which also applies to this request. Planning
35 Commission recommends approval with the following conditions and comments:
36

- 37 1. Zoning - Approve the PD-C zone change amendment on 1.04 acres (of a 9 lot
38 commercial subdivision - Boulder Creek Crossing).
39
- 40 2. Uses - It is found that this use is in harmony with the previously approved
41 uses list for 'Boulder Creek Crossing' on 10.83 acres (*Case No. 2015-ZC-017*
42 *approved by City Council on 8/6/2015*). This list includes 'restaurants'.
43
- 44 3. Site Plan - The conceptual layout as presented is approved.
45
- 46 4. Colors & Materials - As presented the colors and materials are recommended
47 for approval.
48
- 49 5. Road Improvements - The applicant shall design and install to the satisfaction
50 of the Public Works department the improvements along the project's frontage
51 on River Road (*including the asphalt structural section, curb, gutter, and*
52 *sidewalk*).
53

- 5 6. Setbacks – Setbacks shall meet the Zoning Ordinance (*staff will confirm during*
6 *the SPR process*).
7
- 8 7. Outdoor Dining Canopies – The applicant will have to remove the outside
9 dining canopies as shown on the site plan and elevations. They cannot
10 encroach into the front building setback area. The 4 ft. high courtyard walls
11 shown are permitted. Note that the applicant may install small / limited
12 canopies and other ornamental features attached to the building which project
13 into the yard not more than 4 ft. (Section 10-14-9.A).
14
- 15 8. Impervious Surface – The applicant shall pave as required all surfaces for
16 drive ways and parking.
17
- 18 9. Landscaping – The applicant shall provide landscaping along River Road in
19 compliance with the Landscape Ordinance (10-25).
20
- 21 10. Lighting – Provide a photometric plan with submittal of the SPR and
22 demonstrate that lighting will not exceed 1 ft candle at property line and not
23 exceed 15 ft candle on site. Dark sky style lighting fixtures shall be used to
24 avoid a nuisance as seen from adjacent residential neighborhoods and
25 surrounding community.
26
- 27 11. Final Plat – This project is subject to Final Plat approval and recording. Subject
28 to the satisfaction of the City Attorney’s Office.
29
- 30 12. SPR – Upon approval of the zone change, the applicant shall submit an
31 application for a SPR (Site Plan Review) along with the required civil
32 engineering plan set which may include but not be limited to: cover sheet, site
33 plan, grading plan, erosion control plan, utility plan, landscape plan, irrigation
34 plan, and photometric plan.
35

36 Mayor Pike opened the public hearing. There being no comment, he closed the public
37 hearing.
38

39 **MOTION:** A motion was made by Councilmember Bowcutt to approve the
40 ordinance amending the Boulder Creek Crossing Planned Development
41 Commercial Subdivision by amending lot 6 to allow for the
42 development of a restaurant building subject to the findings of staff and
43 the recommendations and findings of the Planning Commission.

44 **SECOND:** The motion was seconded by Councilmember Baca.
45

46 Councilmember Bowcutt added to address the pedestrian issues possibly with the
47 serpentine sidewalk.
48

49 Councilmember Baca agreed.
50
51
52

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

6
7 Councilmember Hughes – aye
8 Councilmember Randall - aye
9 Councilmember Bowcutt – aye
10 Councilmember Arial – aye
11 Councilmember Baca – aye
12

13 The vote was unanimous and the motion carried.
14

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

16 **Public hearing to consider changing the zone on approximately 106.478**
17 **acres generally located at the southwest corner of the intersection of**
18 **Seegmiller Drive and 3000 East Street from A-1 (Agricultural) to R-1-12**
19 **(Single Family Residential 12,000 sq. ft. minimum lot size). Development**
20 **Solutions Group, applicant.**
21

22 Planning & Zoning Manager John Willis presented the request for a zone change for
23 property generally located at the southwest corner of Seegmiller Drive and 3000 East
24 Street. He presented a PowerPoint presentation covering the following topics: aerial
25 map; general plan map; zoning map; zone change original submittal; updated
26 request; equestrian buffer; example of buffer on other projects and photos of the
27 property. There were quite a few comments from residents at the Planning
28 Commission meeting. Originally, the applicant proposed R-1-10 on portions of the
29 property; however, they modified their request to zone these portions R-1-12. Based
30 upon that modification, the Planning Commission recommended approval.
31

32 Mayor Pike opened the public hearing.
33

34 Resident Maureen Martindale mentioned that the general plan provision 6.8 talks
35 about wanting a lower density in the Little Valley area. They are concerned that
36 there is an equestrian area and with George Washington Academy, the traffic is very
37 heavy. She mentioned that Seegmiller Farm is busy on weekends. This is the last
38 piece of agricultural land as everything south is residential – they would like to see it
39 preserved. The idea of putting high density with a large amount of animals nearby
40 seems to be a problem. She asked if the area is ready for this density as there would
41 be a need for additional police officers and firefighters. Additionally, there are
42 concerns with drainage issues and open ditches with standing water. She asked they
43 look at a variety of lot sizes.
44

45 Mayor Pike commented that the Council would share some of the concerns
46 mentioned. He is concerned about Canal Road.
47

48 Gail Carter, adjacent property owner, stated that his concern is that he has horses.
49 Property owners have rights; but those that move into agricultural areas with open
50 space are okay until summer hits with flies and odors. Even though there are signs
51 posted regarding agricultural areas, it does not stop complaints. He would like
52 protection as what happened to him in Bloomington several years ago was unpleasant
53 to deal with. The 100' buffer is not required on the entire property. Additionally, he
54 is also concerned with the proposed density.

5 Mayor Pike closed the public hearing.
6

7 Councilmember Baca commented that the issue of maintaining agricultural areas is
8 never an easy resolution.
9

10 Councilmember Hughes mentioned that he is concerned with this creating an island in
11 the area.
12

13 Mr. Carter commented that he was the only property owner that received a notice.
14 The neighbors adjacent to him are just as concerned as he is, but were not notified of
15 the meeting due to the 500 feet requirement.
16

17 Mayor Pike shares in the concern with regard to the buffer zone.
18

19 Councilmember Hughes explained that the buffer zone will help. He liked the
20 suggestion of a mix of density, maybe having the larger lots along Little Valley Road.
21

22 Stacy Young, representative for the applicant, explained that it is hard to determine
23 the mix at this stage. The layout will be addressed during the preliminary plat
24 process. They initially proposed R-1-10 as they wanted greater flexibility to offer a
25 wider range of lot sizes. The R-1-12 zone does not allow for lot size averaging.
26

27 Councilmember Baca noted that there was already a compromise of sorts as the
28 original request for R-1-10 is now R-1-12.
29

30 Councilmember Hughes commented that he does not see an issue with having R-1-10
31 mixed in if the same buffer is there and the density is not increased.
32

33 Mayor Pike mentioned that he is not sure why more of a buffer would not be required
34 along Dr. Carter's property.
35

36 Mr. Young explained that developers look at the general plan to see the long term
37 plan. They do not propose any given buffer; however, they can address the that
38 during the preliminary plat process, possibly creating a 100' buffer along that
39 boundary as they did other subdivisions in that area.
40

41 City Attorney Shawn Guzman advised if the motion is to approve the request, it
42 needs to specify the location of the buffer zone that the applicant's representative has
43 voluntarily agreed to.
44

45 **MOTION:** A motion was made by Councilmember Baca to approve the zone
46 change on 106.478 acres from A-1 to R-1-12 with the stipulation that
47 the buffer zones will be expanded upon as discussed.

48 **SECOND:** The motion was seconded by Councilmember Bowcutt.
49
50
51

5 City Attorney Shawn Guzman mentioned that the applicant offered to put the buffer
6 zone in; however, the area needs to be identified. The applicant would have to agree
7 to the specific location.
8

9 Mr. Willis pointed out the location of the additional buffer zone on the screen.

10
11 Mr. Young agreed to the location.
12

13 Mr. Willis described the additional buffer will be along the existing A-1 zone – the
14 northwest corner.
15

16 **VOTE:** Mayor Pike called for a roll call vote, as follows:
17

18 Councilmember Hughes – aye
19 Councilmember Randall - aye
20 Councilmember Bowcutt – aye
21 Councilmember Arial – aye
22 Councilmember Baca – aye
23

24 The vote was unanimous and the motion carried.
25

26 Mayor Pike added that “right to farm area” needs to be noted on the plats.
27

28 **IMPACT FEE CREDITS/RESOLUTION:**

29 **Consider approval of a resolution regarding impact fee credits to Suburban
30 Land Reserve.**
31

32 City Attorney Shawn Guzman reminded the Council that the City entered into a
33 development agreement with Suburban Land Reserve (SLR) for the development of
34 the Mall Drive roadway adjacent to the Fields at Mall Drive, up to the bridge. As part
35 of the agreement, SLR contributed \$793,000 for the construction of the project in
36 exchange for impact fee credits. The resolution as required and agreed to
37 memorialized that they have \$693,438.35 worth of impact fee credits for City
38 imposed impact fees. There are other stipulations on the fees that are included in the
39 agreement.
40

41 **MOTION:** A motion was made by Councilmember Randall to approve the
42 resolution regarding impact fee credits to Suburban Land Reserve.

43 **SECOND:** The motion was seconded by Councilmember Baca.

44 **VOTE:** Mayor Pike called for a roll call vote, as follows:
45

46 Councilmember Hughes – aye
47 Councilmember Randall - aye
48 Councilmember Bowcutt – aye
49 Councilmember Arial – aye
50 Councilmember Baca – aye
51

52 The vote was unanimous and the motion carried.
53

5 **RESOLUTION:**

6 **Consider approval of a resolution requesting that the Washington County**
7 **Commission place HB 362 on the ballot in the November, 2016 election.**
8

9 Mayor Pike explained that this resolution passed last year and is to communicate with
10 the County Commission that the City would like to see the .25% local option general
11 sales tax option, dedicated to transportation and transit, be put on the ballot this
12 election cycle. The resolution is not saying that the City is favor of the tax rather it is
13 asking the County to put it on the ballot. It was not put on the ballot last year since
14 it would cost extra since it was not a County-wide election. He put this request on
15 the agenda because the DTEC asked cities to consider this resolution.
16

17 Councilmember Baca commented that if voters decide this tax is desirable, some of
18 the roads in need of improvements can be taken care of.
19

20 **MOTION:** A motion was made by Councilmember Arial to approve the resolution
21 requesting that the Washington County Commission place HB 362 on
22 the ballot in the November, 2016 election.

23 **SECOND:** The motion was seconded by Councilmember Bowcutt.
24

25 Mayor Pike explained that HB 362 was passed by the State Legislature and signed by
26 Governor Herbert allows local governments, with the approval of the voters, to
27 impose a .25% local option general sales tax option dedicated to transportation.
28

29 Councilmember Arial added that although none of us like taxes, roads cannot be
30 maintained and transportation needs may not be met without this type of funding.
31

32 City Attorney Shawn Guzman clarified that HB 362 was passed by the Legislature in
33 2015.
34

35 Mayor Pike commented that voters should be provided with as much information as
36 possible in terms of what this tax would mean.
37

38 **VOTE:** Mayor Pike called for a roll call vote, as follows:
39

40 Councilmember Hughes – aye
41 Councilmember Randall – aye
42 Councilmember Bowcutt – aye
43 Councilmember Arial – aye
44 Councilmember Baca – aye
45

46 The vote was unanimous and the motion carried.
47

48 **SET PUBLIC HEARINGS:**

49 Planner Ray Snyder stated that at their meeting held on April 26, 2016, the Planning
50 Commission recommended setting public hearings on May 19, 2016 to consider: A) a
51 request to rezone approximately 10.12 acres located adjacent to the Bloomington
52 Golf Course from Open Space to R-1-10 and B) a request to rezone approximately
53 5.38 acres located adjacent to the Bloomington Country Club from Open Space to
54 Planned Development Residential and to locate the property within the Resort
55 Overlay.

5 Councilmember Baca asked staff to distinguish the ordinance on short term leasing
6 rentals and overlays versus planned development subdivisions.
7

8 Planning & Zoning Manager John Willis explained the differences and stated that there
9 is not an existing resort overlay zone covering this area.
10

11 **MOTION:** A motion was made by Councilmember Bowcutt to set the hearings to
12 be advertised for May 19, 2016 for items 1A and 1B from the Planning
13 Commission.
14

15 **SECOND:** The motion was seconded by Councilmember Randall.
16

17 **VOTE:** Mayor Pike called for a vote, as follows:
18

19 Councilmember Hughes – aye
20 Councilmember Randall - aye
21 Councilmember Bowcutt – aye
22 Councilmember Arial – aye
23 Councilmember Baca – aye

24 The vote was unanimous and the motion carried.
25

26 **CONDITIONAL USE PERMIT:**

27 **Approval of a conditional use permit to construct a 52', four story hotel at**
28 **175 North 1000 East. MRW Design Associates, applicant.**

29 Planner Ray Snyder presented the request for a conditional use permit to construct a
30 52', four story hotel at 175 North 1000 East. He presented a PowerPoint presentation
31 covering the following topics: summary of the request; vicinity map; aerial map of
32 the property; reference: New Maverik store; existing structure to be removed; site
33 plan; amenity; elevations; height dimensions; renderings; and cross section. He
34 outlined the findings from the Planning Commission which include aesthetics, height
35 and to maintain character and purpose of the zone. Signage was not addressed with
36 this request.
37

38 Planning & Zoning Manager John Willis stated they will have two access points. The
39 signage has not been discussed but will have to meet the sign code.
40

41 Mayor Pike read an email received from Kimball Forbes, the attorney representing St.
42 George Hospitality LLC, owner of Motel 6. His client is objecting to the item as the
43 proposed hotel will block the view of their hotel and the views of their patrons.
44

45 Applicant Greg Mathis stated the hotel is not visible from I15 but the will sign is. He
46 does not believe it is an unreasonable expectation to think redevelopment will not
47 affect the views. It was not their goal to block the adjacent hotel.
48

49 Mayor Pike commented that this is an area that can use revitalization.
50

51 **MOTION:** A motion was made by Councilmember Hughes to approve the
52 conditional use permit construct a four story hotel up to 52' with the
53 findings of staff and conditions of the Planning Commission.
54

55 **SECOND:** The motion was seconded by Councilmember Arial.
56

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

6
7 Councilmember Hughes – aye
8 Councilmember Randall - aye
9 Councilmember Bowcutt – aye
10 Councilmember Arial – aye
11 Councilmember Baca – aye
12

13 The vote was unanimous and the motion carried.
14

15 **PRELIMINARY PLAT:**

16 Assistant Public Works Director Wes Jenkins presented the preliminary plat for MWE
17 St. George Medical Properties, a 1-lot commercial subdivision located at
18 approximately 1000 South Riverside Drive; zoning is Planned Development
19 Commercial. He showed and reviewed the preliminary plat. As the property is
20 located within the erosion hazard line, the developer will be required to do an erosion
21 hazard study to determine what mitigation measures will be required. Additionally,
22 they will be dedicating a 60' road on the north side.
23

24 **MOTION:** A motion was made by Councilmember Baca to approve the preliminary

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

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

27
28 Councilmember Hughes – aye
29 Councilmember Randall - aye
30 Councilmember Bowcutt – aye
31 Councilmember Arial – aye
32 Councilmember Baca – aye
33

34 The vote was unanimous and the motion carried.
35

36 **FINAL PLAT:**

37 Assistant Public Works Director Wes Jenkins presented the final plat for Blackberry
38 Court Phase 3, a 4-lot residential subdivision located at the west end of Blackberry
39 Circle; zoning is R-1-10. He showed and reviewed the final plat.
40

41 **MOTION:** A motion was made by Councilmember Bowcutt to approve the final
42 plat for Blackberry Court Phase 3.

43 **SECOND:** The motion was seconded by Councilmember Arial.

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

45
46 Councilmember Hughes – aye
47 Councilmember Randall - aye
48 Councilmember Bowcutt – aye
49 Councilmember Arial – aye
50 Councilmember Baca – aye
51

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

5 **FINAL PLAT:**

6 Assistant Public Works Director Wes Jenkins presented the final plat for Boulder Creek
7 Crossing Phase 1, a 9-lot commercial subdivision located 1450 South Street and west
8 of River Road; zoning is Planned Development Commercial. Some items are being
9 reviewed by the Legal Department prior to being recorded. He showed and reviewed
10 the final plat.
11

12 **MOTION:** A motion was made by Councilmember Randall to approve the final plat
13 for Boulder Creek Crossing Phase 1.

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

15 **VOTE:** Mayor Pike called for a vote, as follows:
16

17 Councilmember Hughes - aye
18 Councilmember Randall - aye
19 Councilmember Bowcutt - aye
20 Councilmember Arial - aye
21 Councilmember Baca - aye
22

23 The vote was unanimous and the motion carried.
24

25 **COOPERATIVE AGREEMENT WITH UDOT:**

26 **Consider approval of a cooperative agreement with UDOT to provide design**
27 **services for modifications on the Interchange at The Ledges along SR-18.**
28

29 Support Services Director Marc Mortensen explained this agreement primarily
30 concerns the east side of the roundabout. UDOT has agreed to reimburse the City
31 \$40,000 toward funding the design and engineering.
32

33 **MOTION:** A motion was made by Councilmember Hughes to approve the
34 cooperative agreement with UDOT for The Ledges interchange
35 modifications.

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

37 **VOTE:** Mayor Pike called for a vote, as follows:
38

39 Councilmember Hughes - aye
40 Councilmember Randall - aye
41 Councilmember Bowcutt - aye
42 Councilmember Arial - aye
43 Councilmember Baca - aye
44

45 The vote was unanimous and the motion carried.
46

47 **DISADVANTAGED BUSINESS ENTERPRISE POLICY STATEMENT:**

48 **Consider approval of the Disadvantaged Business Enterprise (DBE) Policy**
49 **Statement for the DBE program with SunTran.**
50

51 Support Services Director Marc Mortensen explained housekeeping item to fulfill an
52 FTA requirement.
53
54

5 **MOTION:** A motion was made by Councilmember Baca to approve the Policy
6 Statement for the Transit Disadvantaged Business Enterprise.

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

8 **VOTE:** Mayor Pike called for a vote, as follows:
9

10 Councilmember Hughes – aye
11 Councilmember Randall - aye
12 Councilmember Bowcutt – aye
13 Councilmember Arial – aye
14 Councilmember Baca – aye
15

16 The vote was unanimous and the motion carried.
17

18 **MINUTES:**

19 **Consider approval of the minutes from the meeting held on March 24, 2016.**
20

21 **MOTION:** A motion was made by Councilmember Arial to approve the minutes
22 from March 24, 2016.

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

24 **VOTE:** Mayor Pike called for a vote, as follows:
25

26 Councilmember Hughes – aye
27 Councilmember Randall - aye
28 Councilmember Bowcutt – aye
29 Councilmember Arial – aye
30 Councilmember Baca – aye
31

32 The vote was unanimous and the motion carried.
33

34 **APPOINTMENTS:**

35 Mayor Pike recommended appointing Dr. Chris Moore to the Animal Shelter Board.
36

37 **MOTION:** A motion was made by Councilmember Hughes to appoint Dr. Chris
38 Moore to the Animal Shelter Board.

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

40 **VOTE:** Mayor Pike called for a vote, as follows:
41

42 Councilmember Hughes – aye
43 Councilmember Randall - aye
44 Councilmember Bowcutt – aye
45 Councilmember Arial – aye
46 Councilmember Baca – aye
47

48 The vote was unanimous and the motion carried.
49

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

51 Mayor Pike asked the Council about the Department Head budget presentations set
52 for May 26th, he cannot be present nor can Councilmember Baca. He suggested
53 having all of the presentations on May 12th, starting the meeting early and

5 encouraging the Department Heads to make a brief presentation outlining their
6 requests, preferably without a PowerPoint presentation.
7

8 **ADJOURN:**

9 **MOTION:** A motion was made by Councilmember Randall to adjourn.
10

11
12 The meeting then adjourned.
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19 _____
Christina Fernandez, City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
MAY 12, 2016, 3:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM**

17
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PRESENT:

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**Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Attorney Shawn Guzman
City Manager Gary Esplin
City Recorder Christina Fernandez**

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OPENING:

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35

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

36
37

Mayor Pike introduced Steven Woodfield with Operation Underground Railroad.

38
39
40
41

Mr. Woodfield explained what Operation Underground Railroad does and mentioned events that are taking place this weekend.

42
43
44

Councilmember Baca read a statement he wrote regarding the budget process.

45
46
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52

PRESENTATION FROM DEPARTMENT HEADS REGARDING THEIR 2016-2017 FISCAL YEAR BUDGETS:

City Manager Gary Esplin outlined the City Manager's budget message included in the Preliminary 2016-2017 Fiscal Year Budget. He explained that State law requires the City to have a Budget Officer; by ordinance that is the City Manager.

Administrative Services Director Deanna Brklacich presented a PowerPoint presentation covering the following topics: General Fund Revenues Budget – Fiscal Year 2017 Recommended; Comparison of Revenues for 1st Nine Months (July – March) – Fiscal Years 2014, 2015, and 2016; Sales Tax Distribution Program; Annual Comparison of 1% Direct Point of Sales Tax Revenues - Calendar Year by Quarter for 2010 to 2015 (Adjusted for Lag); Monthly Average 1% Sales Tax Remittance by Industry – Calendar Year 2010 to 2015; 2015 Property Tax Distribution – St. George District (Tax Rate is .011661); Property Tax Rate Distribution Comparison (St. George District) Tax Year 2005 to 2015; Number of building Permits Issued By Category Comparison of January – December 2009 – 2015; Value (in \$Millions) of Building Permits issued by category – Comparison of January through December 2009 to 2015; General Fund Expenditure Budget by Expense Type – Fiscal Year 2017 Recommended; General Fund – Percentage Distribution of Personnel, Materials & Supplies, Capital Outlays, and Transfers – Expenses for Fiscal Years 2007 to 2017; General Fund Percent of Expenditures by Service Type; 2016-17 Allocation of General Fund Budgeted Dollars; General Fund Top 10 Revenue Sources to Total Salaries & Benefits; GF – Distribution of Personnel, Materials & Supplies, Capital Outlays, and

5 Transfers – Fiscal Years 2007 to 2015; and General Overview of Fund Resources and
6 Functions.
7

8 Mayor Pike left the meeting during Ms. Brklacich's presentation.
9

10 Support Services Director Marc Mortensen presented his preliminary budget for Fleet
11 Management including making one of the Part Time employees Full Time; Building
12 Maintenance including the request for additional Capital Outlays; and Technology
13 Services including the request for two additional Full Time positions and additional
14 Capital Outlays. Additionally he outlined items that were requested but not
15 recommended by the City Manager.
16

17 Fire Chief Robert Stoker and City Manager Gary Esplin provided an update on the
18 proposed Little Valley Fire Station.
19

20 Mayor Pike returned.
21

22 City Manager Gary Esplin advised that he misunderstood the Advanced EMT position
23 that was requested but not recommended; therefore, he feels it is appropriate for the
24 Council to consider.
25

26 Chief Stoker provided a handout and outlined the items requested and recommended
27 in his preliminary budget.
28

29 Housing & Economic Development Director Matt Loo explained that there has been
30 some restructuring in his department – he outlined the changes. He then provided an
31 update on the Friends of SwitchPoint agreement.
32

33 A discussion took place regarding additional SkyWest flights.
34

35 Mr. Loo outlined the requested and recommended budget for the Golf division.
36 Overall, the golf courses are in better shape than they ever have been.
37

38 After being asked by Councilmember Baca, City Manager Gary Esplin updated the
39 Council on the economics of the St. George Golf Course. The fate of that course is in
40 the hands of the Council ultimately.
41

42 A discussion took place regarding staffing and using the Cache card versus a potential
43 loyalty card at City golf courses. Additionally, a new Red Hills Golf Course clubhouse
44 was discussed.
45

46 Public Works Director Cameron Cutler mentioned that there has been some
47 restructuring in his department – he outlined the changes and mentioned a request to
48 amend the current budget to remodel the customer service area in the Building and
49 Zoning departments. He then outlined the requested and recommended preliminary
50 budgets for Public Works Administration and Engineering.
51

5 City Manager Gary Esplin commented that Mr. Loo is assigned to the big development
6 projects such as Smith's Marketplace and the hospital. He commented that he is
7 worried that things are going to slow down.
8

9 Mr. Cutler continued with outlining the preliminary budgets for Development Services,
10 Streets, Airport and Public Transportation. Included in the preliminary budget is a
11 request to amend the encroachment fees to include a fee for lane closures; the
12 proposed fee is quite a bit less than what other cities charge. He then outlined the
13 preliminary budget for Public Works Capital Projects including updates on current and
14 future capital projects. Additionally, he mentioned storm drain rates and estimates
15 for roads near the proposed schools near Washington Fields.
16

17 Mayor Pike called for a short recess.
18

19 Energy Services Director Laurie Mangum outlined her requested and recommended
20 budget. She presented a PowerPoint presentation covering the following topics:
21 Education; Improvements Done 2015/2016; Improvements to Do 2016/2017;
22 Understanding – Succession Planning; Understanding Challenges; and Understanding
23 Future Needs.
24

25 Water Services Director Scott Taylor presented a PowerPoint presentation covering
26 the following topics: 2006 Regional Water Pooling Agreement; Developable Water
27 Supply & Sustainable Population; City Creek Well; Ledges Well Field; Culinary Water
28 Source (Acre-Ft) 2013 and Culinary Water Source (Acre-Ft) 2015; Gunlock Arsenic
29 Treatment Plant; Expansion Master Plan 2008 and Expansion Master Plan Update;
30 Aging Infrastructure; Water Distribution Capital Projects; Water Distribution
31 Equipment; Water Source of Supply; Irrigation Capital Projects; Irrigation Equipment;
32 Requested Positions; Wastewater Collections Capital Projects; Wastewater Collections
33 Equipment; Wastewater Treatment Plant Capital Projects; Water Rates; Historic
34 Water Rates; Wholesale Water Rates (Purchase Price of Water); Current Water Rates;
35 Rate Increase Effects; and Rate Comparison. He provided an update and asked the
36 Mayor and Council their feeling about irrigation rights.
37

38 City Manager Gary Esplin read a public notice that will be mailed to all utility users
39 regarding unbilled utility services.
40

41 Police Chief Marlon Stratton showed an organization chart for his department. In the
42 near future, they are going to begin a reserve officer program. He then outlined
43 annual training for officers, number of incidents throughout the City, and an overview
44 of response times. In his preliminary budget, he requested increased supervision in
45 the Patrol Division by promoting three Sergeants to Lieutenants, three Police Officers
46 to Sergeant and then hire two additional officers. He added that the City Manager
47 recommended the hiring of 2 new officers, but not the promotions.
48

49 City Manager Gary Esplin advised that he is not against the promotions, but he looked
50 at priorities when making his recommendation.
51

5 Chief Stratton stated that he also requested four officer positions; however, the City
6 Manager recommended two. He mentioned that body cameras were recommended
7 as was a civilian employee to monitor the videos. Currently, the officers are not
8 wearing them. He thanked the Mayor and Council for their support.
9

10 Councilmember Baca explained when looking at the population base, traffic accidents
11 and calls, as well as other circumstances, he feels that Chief Stratton is very reserved
12 with the positions he has requested. He recommends hiring at least four to six
13 additional officers.
14

15 Chief Stratton explained that he manages the resources best he can. Every police
16 department is different; this works for them as they work smart and have
17 outstanding officers. The four positions he requested would be very helpful as would
18 the promotions he mentioned.
19

20 City Attorney Shawn Guzman outlined his requested preliminary budget, all of which
21 was recommended by the City Manager. The additional attorney they hired this
22 current fiscal year has helped tremendously. He provided numbers of cases that
23 went through Justice Court and the number of cases the City filed during the past
24 year. The number of cases has increased approximately 500 cases in Justice Court.
25 He mentioned some changes with the court system and the number of claims the City
26 has received. Worker's Compensation claims are holding steady and is the highest
27 premium paid. He then outlined the preliminary budget for Code Enforcement.
28

29 A discussion took place regarding staffing concerns in Code Enforcement and short
30 term rentals.
31

32 City Attorney Shawn Guzman mentioned the challenges for his staff in the Legal
33 Department.
34

35 Administrative Services Director Deanna Brklacich provided statistics on the types of
36 payments and how they are received. Regarding the budget, the number of positions
37 has declined – as employees left; they took two Full Time positions making them four
38 Part Time positions. She then mentioned challenges the department has been facing
39 as well as some changes that will be happening soon. She then outlined the items
40 requested in the preliminary budget, all of which were recommended by the City
41 Manager.
42

43 City Manager Gary Esplin mentioned that he is requesting to reinstitute the Budget
44 Director position and separate it from Administrative Services. Additionally, he
45 mentioned that Leisure Services Director Kent Perkins could not be present;
46 therefore, he will be presenting the Leisure Services budget. He explained that one
47 technical item cut in the amount of \$15,000 for Parks Planning for planning on their
48 projects; however, he believes it should be added back in. He then outlined the
49 requested items in the preliminary budget as well as the items not recommended.
50

51 A discussion took place regarding the items not recommended by the City Manager.

5 City Manager Gary Esplin commented that doing a budget is not easy. Because a
6 request is not recommended does not mean that he doesn't agree that it is
7 necessary. The priority is the existing employees – keeping them, training them and
8 keeping them happy. Based on the salaries in the budget, 4% market increases and
9 the increased cost of health benefits adds up to \$1.5 million on an annual basis. He
10 wants to remain cautious. With one time capital dollars, there is an opportunity to
11 deal with those as they are easier; however, staffing levels are different in that if
12 revenues decline, positions may need to be cut from the budget causing some
13 employees to possibly be laid off.
14

15 Councilmember Arial mentioned that she sat in on the City's RAP Tax funding
16 meeting; they cut the requested amounts in half right off the top. They will come to
17 the Council for approval.
18

19 Councilmember Hughes commented that it is impressive to see the team of
20 Department Heads who are looking for ways to improve their departments and who
21 take pride in their job. This is a testament to the City Manager's management.
22

23 City Manager Gary Esplin stated that the City has the best employees – he would put
24 his staff and their employees up against anyone in the Country, they would do very
25 well. It is also nice to see the departments working together as it has not always
26 been that way. He could not ask for a better team.
27

28 Mayor Pike noted that there will be a lengthy meeting again next week. He directed
29 the Council to bring their comments and/or suggestions to either him or the City
30 Manager before next Thursday.
31

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

33 No reports were given.
34
35

36 The meeting then adjourned.
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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
MAY 19, 2016, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Manager Gary Esplin
Deputy City Attorney Paula Houston
City Recorder Christina Fernandez**

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Arial and the invocation was offered by Jim Hetrick with the Community of Christ.

Mayor Pike proclaimed May 21, 2016 as Kids to Park Day. He then mentioned that the City Manager Gary Esplin celebrated his 40th anniversary with the City earlier in the week. Additionally he mentioned other events taking place this month.

ENGINEERING SERVICES AGREEMENT:

Consider approval of an engineering services agreement with Rosenberg Associates for the old airport south access road project.

City Manager Gary Esplin explained this agreement is with Rosenberg Associates to design the old airport south access road.

MOTION: A motion was made by Councilmember Baca to approve the engineering services agreement to provide engineering services for the design of the access road for the development located on the old airport site in the amount of \$45,860.

SECOND: The motion was seconded by Councilmember Randall.

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

Councilmember Hughes – aye
Councilmember Randall - aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

SET PUBLIC HEARINGS:

Planner Ray Snyder stated that at their meeting held on May 5, 2016, the Planning Commission recommended setting public hearings on June 2, 2016 to consider: 1) A zone change to amend the PD-C zone on approximately 12.50 acres generally located

5 along the south side of Red Cliffs Drive to add Building 375 to the Pine View Plaza
6 commercial center; 2) A zone change on approximately 0.17 acres generally located
7 south of 476 East Riverside Drive from R-4 and R-1-10 to C-3 and on approximately
8 4.5 acres from Residential to Open Space; and 3) A zone change on approximately
9 16.78 acres located along Tonaquint Drive north of the Southgate Golf Course from
10 R-3 to PD-R for phase 2 and amending the existing PD-R for phase 3 of The Joshuas
11 and to allow for short term rentals.
12

13 **MOTION:** A motion was made by Councilmember Bowcutt to set the public
14 hearings for June 2, 2016.

15 **SECOND:** The motion was seconded by Councilmember Baca.

16 **VOTE:** Mayor Pike called for a vote, as follows:
17

18 Councilmember Hughes – aye
19 Councilmember Randall - aye
20 Councilmember Bowcutt – aye
21 Councilmember Arial – aye
22 Councilmember Baca – aye
23

24 The vote was unanimous and the motion carried.
25

26 **CONDITIONAL USE PERMIT:**

27 **Consider approval conditional use permit to operate a taxidermy business in**
28 **a C-3 zone located at 1812 West Sunset Boulevard. Judson Tolman,**
29 **applicant.**
30

31 Planner Ray Snyder presented the request for a conditional use permit to operate a
32 taxidermy business in a C-3 zone located at 1812 West Sunset Boulevard. He
33 presented a PowerPoint presentation covering the following: summary of request;
34 findings from Planning Commission; applicant's narrative; vicinity map; zoning map;
35 and photos of the applicant's work. Planning Commission recommends approval with
36 findings and the following conditions:
37

- 38 1. No tanning of animal hides shall occur on site.
- 39 2. There shall be no removal, treatment, or processing of any flesh or fat on
40 site.
- 41 3. Any un-tanned hides received shall only be for shipping purposes.
- 42 4. No disposal on commercial site of any remnants; any disposal of skin shall
43 be taken to the landfill by the applicant.
- 44 5. No live animals on site.
45

46 **MOTION:** A motion was made by Councilmember Randall to approve the
47 conditional use permit for the taxidermy business in a C-3 zone with
48 the recommendations of the Planning Commission.

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

50 **VOTE:** Mayor Pike called for a vote, as follows:
51

52 Councilmember Hughes – aye
53 Councilmember Randall - aye
54 Councilmember Bowcutt – aye
55
56

4
5 Councilmember Arial – aye
6 Councilmember Baca – aye

7
8 The vote was unanimous and the motion carried.
9

10 **COMMUNITY DEVELOPMENT BLOCK GRANT RECOMMENDATIONS:**
11 **Consider approval of the Community Development Block Grant funding**
12 **recommendations for Fiscal Year 2016-2017.**

13
14 Housing & Economic Development Director Matt Loo advised seven applicants were
15 received; a cap of 15% to be used to provide services in this category.

16
17 Mr. Loo and City Manager Gary Esplin outlined the recipients of the grant funding as
18 follows:

19
20

DOVE Center – Library	\$ 5,000
DOVE Center – Vouchers	\$ 5,000
United Way Dixie	\$50,000
Big Brothers Big Sisters of Utah	\$10,000
The Learning Center for Families	\$10,000
Family Support Center	\$15,000
CDBG Program Administration	\$95,000

27

28 Mr. Loo noted that the 7th applicant was not eligible because the project services
29 residents outside of the City and does not specifically target those with low to
30 moderate income. The total amount of the funding for fiscal year 2016-17 is
31 \$506,489 with the 15% cap being \$75,973; the rest coming from excess funds for
32 prior years.
33

34 **MOTION:** A motion was made by Councilmember Arial to accept the list of six
35 projects within the CDBG HUD guidelines for the City Council's initial
36 approval.

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

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

39
40 Councilmember Hughes – aye
41 Councilmember Randall - aye
42 Councilmember Bowcutt – aye
43 Councilmember Arial – aye
44 Councilmember Baca – aye

45
46 The vote was unanimous and the motion carried.
47

48 **PUBLIC HEARING/STREET VACATION/ORDINANCE:**
49 **Public hearing to consider vacating a portion of 250 North Street**
50 **between Main Street and 100 East Street. Matt Glendenning,**
51 **applicant.**

52
53 Assistant Public Works Director Wes Jenkins presented the request to vacate a
54 portion of 250 South Street between Main Street and 100 East Street. He
55
56

5 showed an aerial map pointing out the proposed vacation and explained that
6 the purpose for vacating the road is to allow the setback to be more in line
7 with the others.

8
9 City Manager Gary Esplin added if approved, it is recommended to sell the
10 frontage to the adjacent property.

11
12 Mayor Pike opened the public hearing.

13
14 Resident Jeremy Eckman stated that he lives across the street and asked what
15 was happening. He is concerned that the road will be tore up.

16
17 City Manager Gary Esplin explained that no roads will be tore up. He will
18 simply get a new neighbor.

19
20 Mayor Pike closed the public hearing.

21
22 **MOTION:** A motion was made by Councilmember Baca to approve the request to
23 vacate a portion of 250 North Street between Main Street and 100
24 South Street.

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

26 **VOTE:** Mayor Pike called for a roll call vote, as follows:
27

28 Councilmember Hughes – aye
29 Councilmember Randall - aye
30 Councilmember Bowcutt – aye
31 Councilmember Arial – aye
32 Councilmember Baca – aye
33

34 The vote was unanimous and the motion carried.
35

36 **PUBLIC HEARING/AMEND ENTRADA PD-R/ORDINANCE:**

37 **Public hearing to consider amending the Entrada Planned**
38 **Development Residential zone by approving seventy-eight (78) short**
39 **term rentals for the Inn of Entrada and Shinava Ridge. Bruce Jenkins,**
40 **applicant.**

41
42 Planning & Zoning Manager John Willis presented the request to amend the
43 Entrada PD-R zone. He presented a PowerPoint presentation covering the
44 following topics: summary of the request; aerial map of the area; general plan
45 map; official amended & extension Entrada PD plan; example and definition of
46 a lockout unit. Planning Commission recommended approval.
47

48 Applicant Dimon McFerson explained the history of the project. Last year,
49 they rented approximately 10,000 room night; they have a full time on-site
50 manager and employ 10-12 employees. Not all residents are a part of the
51 short term rentals. For the last 10 years, they have been issued building
52

5 permits and business licenses. They would like to continue offering short term
6 rentals. There is no opposition from the Golf Club or HOA.
7

8 Mayor Pike opened the public hearing.
9

10 Councilmember Baca mentioned that the request meets amenity and parking
11 requirements.
12

13 Mayor Pike closed the public hearing.
14

15 **MOTION:** A motion was made by Councilmember Arial to approve the zone
16 change amendment for The Inn at Entrada PD, lots 1 – 23 and Shinava
17 Ridge PD, lots 24-39 to allow lockout short term rentals.

18 **SECOND:** The motion was seconded by Councilmember Randall.
19

20 Deputy City Attorney Paula Houston noted that lockout makes it so that they are two
21 units.
22

23 Councilmember Arial added “for two lockouts” to her motion.
24

25 Deputy City Attorney Paula Houston stated that they can only use two lockouts and
26 cannot rent out to three different groups in one night.
27

28 Mr. McFerson stated the parking previously before the Council stated that each
29 lockout must have a covered garage. They have only been renting two – even those
30 with three keys.
31

32 Councilmember Randall agreed to Councilmember Arial’s addition to the motion.
33

34 **VOTE:** Mayor Pike called for a roll call vote, as follows:
35

36 Councilmember Hughes – aye
37 Councilmember Randall - aye
38 Councilmember Bowcutt – aye
39 Councilmember Arial – aye
40 Councilmember Baca – aye
41

42 The vote was unanimous and the motion carried.
43

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

45 **Public hearing to consider rezoning approximately 10.12 acres located off**
46 **Bloomington Drive and generally westerly of the Virgin River from Open**
47 **Space to Residential (R-1-10). SR Bloomington LC, applicant.**
48

49 Planner Ray Snyder presented the request to rezone approximately 10.12 acres
50 located off Bloomington Drive and generally westerly of the Virgin River. The request
51 involves five parcels of land in the Bloomington Golf Course area. He presented a
52 PowerPoint presentation covering the following: summary of request; vicinity map;
53 existing zoning; parcel 1; parcel 2; parcel 3; parcel 4; parcel 5; and general plan
54

5 amendment. He mentioned that the Planning Commission recommends approval as
6 presented and letters received regarding the request. As this is a zone change, the
7 applicant would have to return with a preliminary plat.
8

9 Councilmember Baca added that this project is to help vitalize the area.

10
11 Rick Rosenberg, representative for the applicant, stated that the request follows the
12 general plan.
13

14 Mayor Pike opened the public hearing.
15

16 Resident Alan McKie stated that he is the past President of the Board of Trustees for
17 the Bloomington Country Club. They entered into an agreement with SunRiver
18 Bloomington LC. Since the agreement, they have seen nothing but positive things at
19 the Golf Course and the Bloomington area. He urged the Council to approve these
20 requests.
21

22 Resident Ferrell Peterson explained this will affect him. There are massive changes in
23 the area. He asked the Council to consider that the impacts will be positive.
24

25 Resident Arland Wiberg explained that although he has received three notices
26 regarding this project, this is the first meeting he has been able to attend. He
27 mentioned that he owns several homes in the Bloomington area all of which are
28 affected by what happens on Bloomington Drive. Some of the homes have vertical
29 curves which causes water to flow onto the asphalt which falls apart. The City does
30 not do a good job maintaining the road.
31

32 Mayor Pike added that Bloomington Drive will be redone in the next couple of years.
33

34 Mr. Wiberg stated that not only is the road falling apart, but the applicant built a
35 retaining wall at the end of Man of War Drive, but nothing was aligned. He believes
36 that when improvements are made, they should be done within the standards.
37

38 Mayor Pike explained that Bloomington was annexed into the City as is, not to City
39 standards. The Council has determined to start the replacement of Bloomington
40 Drive including drainage as they have the same concerns. This has been planned for
41 several years.
42

43 Resident Richard Kohler presented and outlined a handout regarding the project.
44 Because of this project, they have seen a decrease in the values of homes in the
45 area. This rezoning is a contradiction with the private covenants that exist between
46 the homeowners and the owner of the project. He provided a history of the Country
47 Club and Golf Course. It may appear to be in the City's economic interest, but he
48 believes it will open up for future lawsuits. The annexation agreement states that the
49 covenants will remain intact. He does not believe there has been enough research on
50 this proposal.
51

52 Councilmember Randall commented that she can only imagine the decrease in home
53 values if they were sitting on a dead golf course.
54

55 Mr. Kohler stated that he believes this project is causing the decrease in home
56 values. In 2012, the Country Club wanted to be purchased by the City or County.
57 He believes that what happened in 2013 was orchestrated to drive the values down.
58 New construction can be down at a lower value than existing mortgages. Developers
59 are realizing a windfall in profit because of what is happening.

5 Councilmember Baca commented that it seems that the City is getting a bad rap on
6 this. He asked City Manager Gary Esplin to explain the history.
7

8 City Manager Gary Esplin provided a history as requested. The City would not
9 recognize the recorded covenants as part of the subdivision as the City does not
10 enforce them. When the subdivision was accepted, the roads were not up to
11 standard. The City's obligation at that time was to repair the existing roadways as
12 best it could. The upgrades in the Ranches were done so with a Special Improvement
13 District, every lot owner paid for the curb and gutter and upgrades to the road. Staff
14 met with the Bloomington Country Club representatives; there was no interest to
15 purchase the Country Club, nor was the City in favor of accepting it as a donation.
16

17 Resident Steve Whitlock commented that well-meaning people managed the Club -
18 there was no conspiracy theory. Unless there is something that states that views
19 would be preserved, there is no way to preserve them. The whole idea of a right to a
20 view doesn't exist.
21

22 Resident Tony Temple mentioned some documents he submitted. He is in favor of
23 the project; however, some neighbors are concerned with their views. His concern is
24 that the traffic assessment did not cover some of the more problematic areas. People
25 coming out of Wesley Powell Drive do not have a view. He asked the Council to
26 assess the traffic in that area and stated that he is not in favor of installing speed
27 bumps.
28

29 City Manager Gary Esplin noted that if there is an issue with sight distance, it would
30 be addressed during the platting process.
31

32 Mr. Wiberg stated that City Manager Gary Esplin was correct with the improvements
33 in Bloomington Ranches; he suggested doing the same thing to improve Bloomington
34 Drive.
35

36 Mayor Pike replied that would be expensive – the residents would have to agree. It is
37 possible and can be looked at. Staff will look at traffic implications in the area.
38

39 Mayor Pike closed the public hearing.
40

41 Mr. Rosenberg mentioned the traffic impact study done following the general plan
42 amendment. All of the intersections in the area maintain a level of service B or
43 better. The intersections will be addressed by the City if the Bloomington loop is
44 done. All of the new developments will be built in accordance to current City
45 standard.
46

47 **MOTION:** A motion was made by Councilmember Arial to rezone approximately
48 10.12 acres from Open Space to R-1-10 in the Bloomington Golf Course
49 Country Club area and residences off Bloomington Drive.

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

51 **VOTE:** Mayor Pike called for a roll call vote, as follows:
52

53 Councilmember Hughes – aye

54 Councilmember Randall - aye

55 Councilmember Bowcutt – aye

56 Councilmember Arial – aye

57 Councilmember Baca – aye
58

4
5 The vote was unanimous and the motion carried.
6

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

8 **Public hearing to consider rezoning approximately 5.38 acres from**
9 **Open Space to Planned Development Residential as well as locate the**
10 **property within the Resort Overlay; property is located adjacent to the**
11 **Bloomington Golf Course and Country Club. SR Bloomington LC,**
12 **applicant.**
13

14 Planning & Zoning Manager John Willis presented the request to rezone
15 approximately 5.38 acres adjacent to the Bloomington Golf Course and
16 Country Club and to locate the property within the Resort Overlay. He
17 presented a PowerPoint presentation covering the following topics: vicinity
18 map; aerial map; zoning map; parcels L & M; and proposed layout. He
19 outlined and read portions of the ordinance related to parking requirements
20 and reviewed the proposed parking. He then continued with his PowerPoint
21 presentation covering the following topics: diagram of the proposed project
22 including landscaping and amenities; elevations; floor plan; and resort
23 overlay. City code has standards for amenities in Resort Overlay Zones; he
24 read portions of that code. He then continued with his PowerPoint
25 presentation covering the following topics: country club & resort amenities;
26 and photos of the area. After quite a lengthy discussion, the Planning
27 Commission recommended approval with the following comments and
28 conditions:
29

- 30 1. Traffic turn lane on Bloomington Drive.
- 31 2. Two separate motions would be required for approval of the PD-R
32 and Resort Overlay.
- 33 3. Alley setback of 5' with a 20' alley that fronts on a green
34 court/paseo may be approved, if determined that the green court is
35 well designed and provides significant open space.
- 36 4. The applicant is requesting a reduction in the additional required
37 parking for the units that front on a green court with an alley
38 access. The reduction request is for 18 parking spaces. One
39 additional parking space per dwelling unit shall be provided, unless
40 otherwise approved by the City Council after hearing the
41 recommendations from the Planning Commission.
- 42 5. The proposed short term rentals will have access to the
43 Bloomington Clubhouse.
- 44 6. Garages must be a minimum of 480 square feet in order to be
45 counted towards the two parking spaces per unit requirement.
- 46 7. The applicant has submitted a colored site plan, colored elevations
47 and a color materials board as required.
- 48 8. Buildings must meet setback and building separation requirements
49 for the PD zone.
- 50 9. Building permits for construction must be obtained within eighteen
51 (18) months or property will revert back to the previous zone.
52

4
5 10. HDR (High Density Residential) designation provides a density
6 range up to 22 units per acre, which does not always indicate that
7 22 units per acre is appropriate for every parcel of land.
8

9 Rick Rosenberg, representative for the applicant, added that the request for
10 reduction in parking is validated by the fact that the proposed short term
11 rental use requires the garages be kept clear for parking and not be used for
12 storage. There will be an on-site manager taking care of the rentals. This
13 particular site does not have additional space for RV parking.
14

15 Councilmember Bowcutt commented that RV parking has been approved on
16 Pioneer Road.
17

18 Mayor Pike opened the public hearing.
19

20 Resident Alan McKie commented about the financial conditions of the
21 Bloomington Country Club last year. Although the conditions would have
22 caused the Country Club to close, the last thing they wanted to do was turn
23 the Country Club over to anyone else. Their efforts to get additional members
24 were unsuccessful. At that time they pursued other avenues – they
25 approached and entered into an agreement with SunRiver Bloomington LC.
26 They feel they have made the best decision for the members as well as the
27 adjacent property owners.
28

29 Mayor Pike mentioned that he and City Manager Gary Esplin spoke with the
30 previous board chair who told them that they were within three months of
31 closing. Their feeling was that someone could take it over and redevelop the
32 entire property. A significant amount of open space is being preserved if they
33 move forward with this proposal.
34

35 City Manager Gary Esplin expressed his belief that this is the only way the golf
36 course could remain viable. There is room in the area for a country club type
37 development such as this. It is possible for this to be successful.
38

39 Resident Carl Johnston commented that the project needs to move forward;
40 however, he does not see how public safety officials could have approved the
41 plan. His concern is that emergency vehicles will not be able to turn around.
42 The proposed development only has one exit and one entrance. If the zone
43 change is approved, the applicant should have to bring a plan of what is being
44 proposed on the other side of the road.
45

46 City Manager Gary Esplin explained that this is a PD zone; therefore, they
47 would have to return for Council approval.
48

49 Mayor Pike mentioned that the proposed project meets the traffic
50 requirements.
51
52

4
5 Assistant Public Works Director Wes Jenkins stated that he spoke with Deputy
6 Fire Chief Kevin Taylor who stated the buildings in the rear will be required to
7 have sprinklers for fire protection.

8
9 Mr. Rosenberg noted the longest alley is 180 feet. Fire Chief Stoker reviewed
10 the proposal; he will not deploy the fire trucks in the alleys. There are actually
11 three entrances, one of which will be a primary entrance. He added that there
12 is a 30' separation between the units. Unless units are removed, there is no
13 space for a bubble. He explained that the 18th hole is being realigned.

14
15 Mr. Johnston suggested putting an alley way to the west that goes all the way
16 around as the Fire Department will take the easiest access. The plan can be
17 altered to make the project better for the City and safe for the residents.

18
19 Applicant Darcy Stewart commented that they moved forward prematurely
20 because of the faith the residents have put in them. He believes that City staff
21 is excellent. The purpose of getting density there is that every new unit will
22 be required to pay dues – they need the income to fix things long term.

23
24 Mayor Pike closed the public hearing.

25
26 Councilmember Hughes commented that unless they do away with the patio
27 style homes, they cannot solve the access issues.

28
29 Mayor Pike stated that he places the highest degree of confidence with the Fire
30 Department who looks at these proposals carefully.

31
32 **MOTION:** A motion was made by Councilmember Hughes to approve the zone
33 change on 5.38 acres from Open Space to Planned Development
34 Residential based on the Planning Commission recommendations
35 including the reduction in parking.

36 **SECOND:** The motion was seconded by Councilmember Baca.

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

38
39 Councilmember Hughes – aye
40 Councilmember Randall - aye
41 Councilmember Bowcutt – aye
42 Councilmember Arial – aye
43 Councilmember Baca – aye

44
45 The vote was unanimous and the motion carried.

46
47 **MOTION:** A motion was made by Councilmember Hughes to include this Planned
48 Development Residential project within the resort overlay.

49 **SECOND:** The motion was seconded by Councilmember Arial.

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

4
5 Councilmember Hughes – aye
6 Councilmember Randall - aye
7 Councilmember Bowcutt – aye
8 Councilmember Arial – aye
9 Councilmember Baca – aye

10
11 The vote was unanimous and the motion carried.

12
13 Mayor Pike called for a recess.

14
15 **PUBLIC HEARING/ZONE CHANGE/ORDINANCE:**

16 **Public hearing to consider rezoning 20.00 acres located at**
17 **approximately 3200 East and 2840 South from Agricultural (A-1) to**
18 **Residential (R-1-8). Development Solutions Group, applicant.**

19
20 Planning & Zoning Manager John Willis presented the request to rezone 20.00
21 acres located at approximately 3200 East and 2840 South. He presented a
22 PowerPoint presentation covering the following: vicinity map; general plan
23 map; current zoning map; zone change area; and zone change. Planning
24 Commission recommended approval.

25
26 Stacy Young with Development Solutions added that they are trying to provide
27 a spectrum of lot sizes. They are providing low density residential
28 opportunities.

29
30 Mayor Pike stated that the community is talking about affordable housing
31 again. One of the realities of that is lot sizing and density.

32
33 Mayor Pike opened the public hearing.

34
35 Resident David Hunter stated that he speaks for a number of his neighbors
36 who would like to see this zoned R-1-12. He believes the proposal goes
37 against the Master Plan, keeping the area agricultural.

38
39 Councilmember Hughes commented that this piece has never been farmed;
40 however, it is right behind a fairly large feed lot. Looking at the entire project,
41 the overall density is fairly decent.

42
43 Resident Rod Wetzel mentioned the common equestrian area. They have
44 already had people ask when the horses are moving because of the flies.
45 Traffic in the area is getting worse. They moved out there for quality of life,
46 not quantity. He said that the City cannot provide emergency services and
47 water to the area.

48
49 City Manager Gary Esplin disagreed with Mr. Wetzel with regards to the
50 services the City provides. It is important to understand that all of the density
51 of Development Solutions projects is the same density that this gentleman
52 lives on - the average is over 12,000 sq. ft. lots. The overall density of the
53 General Plan needs to be looked at.

5 Mayor Pike commented that this was going to be higher density.
6

7 Morgan Hadlock commented that he lives in Little Valley; residents in the area
8 are passionate. He mentioned a lot in the area who has a faux rock slide into
9 a swimming pool that is above the block wall because of being on a smaller
10 lot. He stated that more residents should be made aware of development –
11 the 500 feet for notifications should be expanded.
12

13 Mayor Pike stated that 3000 East is a major arterial road and will eventually
14 five lanes. He explained that the property owner can choose the developer of
15 their choice to sell their property to.
16

17 Deputy City Attorney Paula Houston advised state law does not require
18 notifications be mailed to neighboring residents; it requires the notice be
19 posted on the Public Notice Website.
20

21 City Manager Gary Esplin explained the development process including the
22 notices that are posted.
23

24 Mr. Young mentioned that their standard business model is to act more as a
25 master developer, targeting varying households. In Little Valley, 80-90% of
26 the homes have been built by a higher volume builder. With this particular
27 property, they do not have a developer in mind yet.
28

29 Mr. Hunter asked why a builder would want to be associated with lots this
30 small. If he was a developer, he would want to build something he is proud
31 of. Older neighborhoods with higher density and lower income housing have
32 higher incidents with foreclosure while bigger lots have more stable
33 homeowners.
34

35 Councilmember Randall commented there were not homes in the Little Valley
36 area years ago. She has not seen a subdivision in the area that she would
37 consider low income. There is a need for lots this size in that area.
38

39 Councilmember Bowcutt stated that he believes that unkept yards have
40 nothing to do with the size of the lot.
41

42 Resident Maureen Martindale asked Councilmember Hughes where he wanted
43 to stop rezoning the agricultural lots.
44

45 Councilmember Hughes explained the area is in the vicinity of Seegmiller Drive
46 and 3000 East. This issue was outlined when the Master Plan was first
47 discussed.
48

49 Ms. Martindale added that homes near her house are not selling because they
50 do not have backyards. Instead, the homes are becoming rentals. She
51 believes larger lots would have less problems.
52

5 Resident Darla Rock asked the Council to keep density in mind when making
6 their decision as well as the need for trails and parks in the area. She is
7 concerned with 3000 East and asked when it will be widened.
8

9 Mayor Pike mentioned that the improvements are required to be installed as
10 properties are developed.
11

12 Ms. Rock stated that she is also concerned with fire protection services. She
13 asked where the nearest "manned" fire station was.
14

15 City Manager Gary Esplin explained that most stations are not manned. The
16 closest manned station to the Little Valley area is in the downtown area;
17 however, the station at 2450 East has 60 volunteers that can respond. Staff
18 is currently looking for property to build a fire station in the Little Valley area
19 which will be manned. He noted that the City meets insurance requirements
20 of having a fire station within 1.5 miles of residences.
21

22 A discussion took place regarding improvements along 3000 East.
23

24 City Manager Gary Esplin noted that the City has spent \$10 million on 3000
25 East and Mall Drive Bridge over the last three budget years.
26

27 Resident Bobbie Whetzel mentioned that 3000 East is the only access road to
28 the area other than Little Valley Road. She asked if there were any auxiliary
29 roads planned.
30

31 City Manager Gary Esplin explained that Commerce Drive is being improved.
32 He outlined other road improvements in the area.
33

34 Ms. Whetzel added that smaller lots are not in demand as larger lots are. She
35 then mentioned that there is a need for more churches and schools in the
36 area.
37

38 Mayor Pike mentioned that there are additional master planned roads in the
39 area. Additionally, he mentioned other areas of the City that are busy with
40 ball fields and traffic and stated that there will be a park in that area in the
41 future.
42

43 Mayor Pike closed the public hearing.
44

45 Councilmember Hughes commented that all of the concerns are legitimate. If
46 he had his way, each lot in the City would be an acre lot with horses. Property
47 owners have complained to him about having smaller lots next to them. He
48 mentioned that his property in the County is surrounded by homes. The
49 Council is addressing all of the concerns brought up tonight. Overall density
50 needs to be looked at – negotiations have taken place to keep the density at a
51 livable level. Roads are not complete as the City requires the developer to
52

5 improve the roads rather than the taxpayers. He believes there is a market
6 for 8,000 sq. ft. lots.
7

8 **MOTION:** A motion was made by Councilmember Baca to approve the zone
9 change on 20.00 acres from A-1 to R-1-8 located at approximately
10 3200 East and 2840 South.

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

12 **VOTE:** Mayor Pike called for a roll call vote, as follows:
13

14 Councilmember Hughes – aye
15 Councilmember Randall - aye
16 Councilmember Bowcutt – aye
17 Councilmember Arial – aye
18 Councilmember Baca – aye
19

20 The vote was unanimous and the motion carried.
21

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

23 **Public hearing to consider rezoning 34.359 acres from Agricultural (A-1)**
24 **to Residential (R-1-10); 31.890 acres from Agricultural (A-1) to**
25 **Residential (R-1-8) and 38.937 from Agricultural (A-10 and A-20) to**
26 **Open Space; properties are generally located east of 3000 East Street.**
27 **Development Solutions Group, applicant.**
28

29 Planning & Zoning Manager John Willis presented the request to rezone
30 property generally located east of 3000 East Street. He presented a
31 PowerPoint presentation covering the following: aerial map; general plan map;
32 slope analysis map; general plan compared to slope analysis; existing zoning
33 map; summary of request; zone change map and photos of the area. The
34 properties are located within slopes that are greater than 20% and in the
35 hillside overlay zone; therefore, any development would require approval from
36 the Hillside Review Board prior to the preliminary plat. Planning Commission
37 recommended approval.
38

39 Stacy Young, applicant, explained as they defined the open space boundary
40 they took rock fall into consideration. This area will have trails and parks – he
41 showed where they will be on the map.
42

43 Mayor Pike opened the public hearing.
44

45 Resident Morgan Hadlock stated that he came tonight because he is concerned
46 that he could not understand the letter he received notifying him of this
47 request. Additionally, he believes the Council will not stop Salisbury from
48 developing on these lots.
49

50 Mayor Pike explained when notifications are sent, all staff has is a legal
51 description. There is a phone number listed on the letter residents can call to
52 get additional information. He further explained that this is a zone change.

5 Mayor Pike, City Manager Gary Esplin and Mr. Willis helped Mr. Hadlock
6 understand the notification letter and what the proposal was.
7

8 Mr. Hadlock further commented that his concerns also include large boulders
9 in the area and that building homes here will cause a scar on the ridge and
10 take away their views.
11

12 Mayor Pike noted that there are hillside provisions the developer would have
13 to adhere to. He reminded Mr. Hadlock that this is privately owned property.
14

15 Mayor Pike closed the public hearing.
16

17 **MOTION:** A motion was made by Councilmember Arial to approve the zone
18 change on 34.359 acres from A-1 to R-1-10; 31.890 acres from A-1 to
19 R-1-8; and 38.937 from A-10 and A-20 to Open Space - properties are
20 generally located at 3000 East Street.

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

22 **VOTE:** Mayor Pike called for a roll call vote, as follows:
23

24 Councilmember Hughes – aye
25 Councilmember Randall - aye
26 Councilmember Bowcutt – aye
27 Councilmember Arial – aye
28 Councilmember Baca – aye
29

30 The vote was unanimous and the motion carried.
31

32 City Manager Gary Esplin commented that Planning Commission meetings,
33 some of which go very late, are open to the public. They are not paid, put in
34 hundreds of hours and do their very best.
35

36 **PUBLIC HEARING/AMEND CITY CODE/ORDINANCE:**

37 **Public hearing to consider amending Title 10, Chapter 8 of City code to**
38 **add Traditional Neighborhood Zone (TNZ) within the zoning ordinance.**
39 **Development Solutions Group, applicant.**
40

41 Planning & Zoning Manager John Willis presented the request to amend Title
42 10, Chapter 8 of City code to add Traditional Neighborhood Zone (TNZ) within
43 the zoning ordinance.
44

45 Stacy Young with Development Solutions Group presented a PowerPoint
46 presentation covering the following: overview; traditional neighborhood
47 development; "missing middle" housing; personal finance component; public
48 finance component; structure of new ordinance vs old; and drafting approach.
49

50 City Manager Gary Esplin explained that this concept has been discussed for a
51 number of years. Although there are good examples in other parts of the
52

5 Country, there are only a couple in Utah. He asked when the City will be
6 ready for this concept.
7

8 Mr. Young stated that he believes the City is ready. There is a large gap
9 between townhomes and single family homes. The original traditional
10 neighborhood had 5,000 sq. ft. lots. He explained that they want to be in a
11 location that will succeed and plan to start small, giving them more flexibility
12 and vitality. As they are unsure how the market will receive this concept, the
13 goal is to repair one lot at a time.
14

15 Mr. Willis outlined the changes to the ordinance by presenting a PowerPoint
16 presentation. Additionally, his PowerPoint presentation covered the following:
17 design manual; types of street sections; building configurations; frontages;
18 types of possible developments; parking standards; architectural guidelines;
19 civic spaces; and building requirements. The current code does not require
20 commercial components for these particular neighborhoods.
21

22 Deputy City Attorney Paula Houston explained that parking is being reduced
23 on the theory that there will be commercial, but commercial is not required.
24

25 Mr. Willis added that the commercial, multi-family, elevations and use will be
26 specifically approved as part of the TNZ zone. The Council will review these
27 components with the zone change.
28

29 Mr. Young stated that the plan is to allow for commercial uses is constrained
30 by size. They do not allow car-oriented, drive to shopping. Part of the
31 application process requires an audit of the radius of the project site to see
32 what is already in the neighborhood. He showed examples of traditional
33 neighborhoods and a simulated concept plan.
34

35 Mayor Pike opened the public hearing.
36

37 Mr. Young stated that the site is neighborhood general. On one hand, there
38 are fairly extreme low density, high end homes and the church wanting to do
39 something relatively higher density. It makes sense to transition from these
40 two neighboring parcels.
41

42 City Manager Gary Esplin asked who is going to build these developments.
43

44 Mr. Young replied they would treat this more like The Ledges and less like
45 Little Valley. They envision working with multiple developers and will tell them
46 what they can build. These neighborhoods would be developed as a PD.
47

48 Mayor Pike closed the public hearing.
49

50 City Manager Gary Esplin commented that the old St. George was really a
51 TND. The current ordinance is not friendly to this concept.
52

5 Mr. Willis pointed out that density is not mentioned in the proposed ordinance
6 as this is about form, layout and ratios of mixture.
7

8 **MOTION:** A motion was made by Councilmember Randall to amend Title 10,
9 Chapter 8 of City code to add Traditional Neighborhood Zone within the
10 zoning ordinance, including the design standards as part of the
11 ordinance.

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

13 **VOTE:** Mayor Pike called for a roll call vote, as follows:
14

15 Councilmember Hughes – aye
16 Councilmember Randall - aye
17 Councilmember Bowcutt – aye
18 Councilmember Arial – aye
19 Councilmember Baca – aye
20

21 The vote was unanimous and the motion carried.
22

23 **PUBLIC HEARING/VACATE SEWER LINE EASEMENT AND DEED OF**
24 **DEDICATION/ORDINANCE:**

25 **Public hearing to consider vacating a portion of an existing sewer line**
26 **easement and deed of dedication for a sewer line easement belonging**
27 **to the City. Brandon Anderson, applicant.**
28

29 Assistant Public Works Director Wes Jenkins presented the request to vacate a
30 portion of an existing sewer line easement and deed of dedication for a sewer
31 line easement belonging to the City. He showed and outlined the proposed
32 vacation.
33

34 Mayor Pike opened the public hearing. There being no public comment, he
35 closed the public hearing.
36

37 **MOTION:** A motion was made by Councilmember Arial to vacate portion of an
38 existing sewer line easement and deed of dedication for a sewer line
39 easement belonging to the City of St. George.

40 **SECOND:** The motion was seconded by Councilmember Baca.

41 **VOTE:** Mayor Pike called for a roll call vote, as follows:
42

43 Councilmember Hughes – aye
44 Councilmember Randall - aye
45 Councilmember Bowcutt – aye
46 Councilmember Arial – aye
47 Councilmember Baca – aye
48

49 The vote was unanimous and the motion carried.
50
51
52

5 **PUBLIC HEARING/AMEND FISCAL YEAR 2015-2016 BUDGET/RESOLUTION:**
6 **Public hearing to consider amendments to the Fiscal Year 2015-2016**
7 **Budget.**

8 City Manager Gary Esplin outlined the amendments to the Fiscal Year 2015-
9 2016 Budget as follows: 1) To budget for the previous HR Director's
10 retirement payouts and the overlap in salaries and benefits while the previous
11 HR Director was training her replacement; 2) To budget for a professional
12 services contract to design and implement a new city visual identity and
13 brand; 3) To budget for a new grant from the State of Utah - Alcohol & Drug
14 Free Committee for the purchase of three in-car cameras for DUI
15 enforcement; 4) To budget for receipt of a new grant to install 20 trail
16 wayfinding signs and print 10,000 trail maps; 5) To increase the merchandise
17 costs budget to accommodate special orders and increase the revenue budget
18 correspondingly at the Southgate Golf Course; 6) To increase Southgate Golf's
19 budget for Small Tools to perform some unforeseen major repairs to
20 equipment; 7) To increase St. George Golf Club's budget to install sod at the
21 #5 fairway; 8) To increase Sunbrook Golf's budget for Small Tools to perform
22 some unforeseen major repairs to equipment; 9) To budget for remodeling the
23 Development Services area at the City Office building to better facilitate
24 customer service for Building Permit, Business Licensing, and Planning &
25 Zoning customers and improve employee accommodations and efficiencies;
26 10) To budget for costs to repair damage to the 3000 East traffic signal.
27 Reimbursement of the repairs will eventually be recovered from the insurance
28 company of the business who caused the damage; 11) To budget for the City's
29 participation in rip rap erosion protection upstream of the Mall Drive bridge to
30 protect the City trail and future City infrastructure and park property; 12) To
31 budget for proceeds from the sale of property at the old airport site to the
32 Dixie Applied Technology College. As per FAA requirements, proceeds will be
33 used to reimburse the City for construction costs at the Replacement Airport
34 paid from the 2007/2009 Road Bonds; 13) To budget for consultant fees to
35 study, consult, and create the Millcreek Economic Development Area (EDA),
36 the new Downtown EDA, and the High-Tech Business Park at the old airport
37 site; 14) To budget for the Land & Water Conservation Fund (LWCF) grant
38 award and environmental costs for the Millcreek Park project; 15) To budget
39 for the design phase of improvements at the Ledges Interchange with the
40 City's costs to be fully reimbursed by UDOT; 16) To budget for the design and
41 environmental permitting phase for a debris removal and river re-contouring
42 project upstream from the Man-O-War bridge. The design costs will be fully
43 funded by the Washington County Flood Control Authority; 17) To budget for
44 design and engineering costs for the south access road for The Runway
45 Development project located on the old airport site. Funding is from the 2007
46 Sales Tax Road Bonds via sale of property at the old airport site; 18) To
47 budget for additional grants received during the year for the Addiction
48 Recovery, Adult Mentoring, Employment Retention programs at SwitchPoint;
49 and 19) To budget for a transfer from the Housing Fund for programs provided
50 by SwitchPoint for low/moderate income affordable housing and for related
51 start-up costs not covered by State or Federal Grants in the prior fiscal year.

5 Councilmember Baca mentioned that the Dinosaur Museum would like to
6 install awnings.
7

8 City Manager Gary Esplin replied there are some funds available.
9

10 Mayor Pike instructed Councilmember Baca to find out how much they will
11 need.
12

13 Mayor Pike opened the public hearing. There being no public comment, he
14 closed the public hearing.
15

16 **MOTION:** A motion was made by Councilmember Arial to approve amendments to
17 the Fiscal Year 2015-2016 Budget.

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

19 **VOTE:** Mayor Pike called for a roll call vote, as follows:
20

21 Councilmember Hughes – aye
22 Councilmember Randall - aye
23 Councilmember Bowcutt – aye
24 Councilmember Arial – aye
25 Councilmember Baca – aye
26

27 The vote was unanimous and the motion carried.
28

29 **AMEND CITY CODE/ORDINANCE:**

30 **Consider approval of an ordinance amending Title 7, Chapter 3 of City**
31 **code pertaining to Park Rules.**
32

33 Deputy City Attorney Paula Houston outlined the proposed changes to Title 7,
34 Chapter 3 of City code pertaining to Park Rules some of which needed to be
35 cleaned up as they conflicted with other portions of the code or were not used.
36 A change include but are not limited to what the Police Department can do
37 with items abandoned at a park, provide a definition of a park, a list of parks
38 and park hours, prohibits vending in park and prohibits camping in a park
39 without approval of a special event permit.
40

41 **MOTION:** A motion was made by Councilmember Randall to approve the
42 ordinance amending Title 7, Chapter 3 of City code pertaining to Park
43 Rules.

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

45 **VOTE:** Mayor Pike called for a roll call vote, as follows:
46

47 Councilmember Hughes – aye
48 Councilmember Randall - aye
49 Councilmember Bowcutt – aye
50 Councilmember Arial – aye
51 Councilmember Baca – aye
52

5 The vote was unanimous and the motion carried.
6

7 **SALE OF CITY PROPERTY:**

8 **Consider approval of the sale of City-owned property located at 250 North**
9 **Street between Main Street and 100 East Street.**

10 City Manager Gary Esplin suggested the item be tabled as the Council needs to
11 discuss the purchase price.
12

13 **AMEND THE FBO OPERATING AND LEASE AGREEMENT:**

14 **Consider approval of amendments to the FBO Operating and Lease**
15 **Agreement between the City of St. George and Above View.**

16 City Manager Gary Esplin explained this agreement is to extend the current operating
17 lease with Above View.
18

19 **MOTION:** A motion was made by Councilmember Baca to approve amendments
20 to the FBO Operating and Lease Agreement.
21

22 **SECOND:** The motion was seconded by Councilmember Randall.
23

24 **VOTE:** Mayor Pike called for a vote, as follows:
25

26 Councilmember Hughes – aye
27 Councilmember Randall - aye
28 Councilmember Bowcutt – aye
29 Councilmember Arial – aye
30 Councilmember Baca – aye
31

32 The vote was unanimous and the motion carried.
33

34 **PRELIMINARY PLAT:**

35 Assistant Public Works Director Wes Jenkins presented the preliminary plat for Desert
36 Plateau, a 100-lot residential subdivision located in the Desert Canyons development
37 along the Arizona border south and east of Deserts Edge Drive; zoning is R-1-10. He
38 showed and reviewed the preliminary plat.
39

40 **MOTION:** A motion was made by Councilmember Randall to approve the
41 preliminary plat for Desert Plateau.

42 **SECOND:** The motion was seconded by Councilmember Bowcutt.
43

44 **VOTE:** Mayor Pike called for a vote, as follows:
45

46 Councilmember Hughes – aye
47 Councilmember Randall - aye
48 Councilmember Bowcutt – aye
49 Councilmember Arial – aye
50 Councilmember Baca – aye
51

52 The vote was unanimous and the motion carried.
53

54 **FINAL PLAT AMENDMENT:**

55 Assistant Public Works Director Wes Jenkins presented the request to amend the final
56 plat for Confluence Commercial Center Phase 1 Amended located between 1808
South Crosby Way and 1819 South 120 East Street. The purpose of the amendment

5 is to adjust the northerly line between lots 1 and 3 to accommodate parking
6 requirements. He showed and reviewed the amended final plat.
7

8 **MOTION:** A motion was made by Councilmember Baca to amend the final plat for
9 Confluence Commercial Center Phase 1 Amended.

10 **SECOND:** The motion was seconded by Councilmember Arial.

11 **VOTE:** Mayor Pike called for a vote, as follows:
12

13 Councilmember Hughes – aye
14 Councilmember Randall - aye
15 Councilmember Bowcutt – aye
16 Councilmember Arial – aye
17 Councilmember Baca – aye
18

19 The vote was unanimous and the motion carried.
20

21 **FINAL PLAT:**

22 Assistant Public Works Director Wes Jenkins presented the final plat for Desert Crest
23 Phase 3, an 18-lot residential subdivision located at approximately 3650 East and
24 5820 South; zoning is PD-R. He showed and reviewed the final plat.
25

26 **MOTION:** A motion was made by Councilmember Randall to approve the final plat
27 for Desert Crest Phase 3.

28 **SECOND:** The motion was seconded by Councilmember Arial.

29 **VOTE:** Mayor Pike called for a vote, as follows:
30

31 Councilmember Hughes – aye
32 Councilmember Randall - aye
33 Councilmember Bowcutt – aye
34 Councilmember Arial – aye
35 Councilmember Baca – aye
36

37 The vote was unanimous and the motion carried.
38

39 **FINAL PLAT:**

40 Assistant Public Works Director Wes Jenkins presented the final plat for Desert
41 Plateau Phase 5, a 25-lot residential subdivision plat located at approximately 3470
42 East and 6310 South; zoning is R-1-10. He showed and reviewed the final plat.
43

44 **MOTION:** A motion was made by Councilmember Bowcutt to approve the final
45 plat for Desert Plateau Phase 5.

46 **SECOND:** The motion was seconded by Councilmember Arial.

47 **VOTE:** Mayor Pike called for a vote, as follows:
48

49 Councilmember Hughes – aye
50 Councilmember Randall - aye
51 Councilmember Bowcutt – aye
52 Councilmember Arial – aye
53 Councilmember Baca – aye
54

55 The vote was unanimous and the motion carried.

5 **FINAL PLAT:**

6 Assistant Public Works Director Wes Jenkins presented the final plat for Desert Rim
7 Phase 2, a 13-lot residential subdivision located at approximately 3620 East 6170
8 South; zoning is R-1-10.
9

10 **MOTION:** A motion was made by Councilmember Hughes to approve the final plat
11 for Desert Rim Phase 2.

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

13 **VOTE:** Mayor Pike called for a vote, as follows:
14

15 Councilmember Hughes – aye
16 Councilmember Randall - aye
17 Councilmember Bowcutt – aye
18 Councilmember Arial – aye
19 Councilmember Baca – aye
20

21 The vote was unanimous and the motion carried.
22

23 **FINAL PLAT:**

24 Assistant Public Works Director Wes Jenkins presented the final plat for Riverstone
25 Subdivision Phase 7, a 13-lot residential subdivision located at approximately 1070
26 West 4120 South; zoning is R-1-10. He showed and reviewed the final plat.
27

28 **MOTION:** A motion was made by Councilmember Baca to approve the final plat
29 for Riverstone Subdivision Phase 7.

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

31 **VOTE:** Mayor Pike called for a vote, as follows:
32

33 Councilmember Hughes – aye
34 Councilmember Randall - aye
35 Councilmember Bowcutt – aye
36 Councilmember Arial – aye
37 Councilmember Baca – aye
38

39 The vote was unanimous and the motion carried.
40

41 **ADJOURN TO REDEVELOPMENT AGENCY MEETING:**

42 **MOTION:** A motion was made by Councilmember Hughes to adjourn to the
43 Redevelopment Agency meeting.

44 **SECOND:** The motion was seconded by Councilmember Arial.

45 **VOTE:** Mayor Pike called for a vote, as follows:
46

47 Councilmember Hughes – aye
48 Councilmember Randall - aye
49 Councilmember Bowcutt – aye
50 Councilmember Arial – aye
51 Councilmember Baca – aye
52

53 The vote was unanimous and the motion carried.
54

5 The meeting reconvened following the Redevelopment Agency meeting.
6

7 **APPROVE LOAN TO THE DIXIE CENTER EDA/RESOLUTION:**

8 **Consider approval of a resolution approving a loan to the Dixie Center**
9 **Economic Development Agency.**

10 City Manager Gary Esplin explained this resolution approves a \$1 million loan
11 to the Dixie Center Economic Development Agency from the Economic
12 Development Fund.
13

14 **MOTION:** A motion was made by Councilmember Bowcutt to approve a
15 resolution approving a \$1 million loan to the Dixie Center
16 Economic Development Agency from the Economic Development
17 Fund.
18

19 **SECOND:** The motion was seconded by Councilmember Arial.

20 **VOTE:** Mayor Pike called for a roll call vote, as follows:
21

22 Councilmember Hughes – aye
23 Councilmember Randall - aye
24 Councilmember Bowcutt – aye
25 Councilmember Arial – aye
26 Councilmember Baca – aye
27

28 The vote was unanimous and the motion carried.
29

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

31 No reports were given.
32

33 **MINUTES:**

34 **Consider approval of the minutes from meeting held on April 21, 2016.**
35

36 **MOTION:** A motion was made by Councilmember Randall to approve the minutes
37 from April 21, 2016.

38 **SECOND:** The motion was seconded by Councilmember Arial.

39 **VOTE:** Mayor Pike called for a vote, as follows:
40

41 Councilmember Hughes – aye
42 Councilmember Randall - aye
43 Councilmember Bowcutt – aye
44 Councilmember Arial – aye
45 Councilmember Baca – aye
46

47 The vote was unanimous and the motion carried.
48

49 **ADJOURN:**

50 **MOTION:** A motion was made by Councilmember Randall to adjourn.

51 **SECOND:** The motion was seconded by Councilmember Baca.

52 **VOTE:** Mayor Pike called for a vote, as follows:
53

1 St. George City Council Meeting Minutes
2 May 19, 2016
3 Page Twenty-four
4

5 Councilmember Hughes – aye
6 Councilmember Randall - aye
7 Councilmember Bowcutt – aye
8 Councilmember Arial – aye
9 Councilmember Baca – aye

10
11 The vote was unanimous and the motion carried.
12

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Christina Fernandez, City Recorder
20

DRAFT

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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JUNE 2, 2016, 5:00 P.M.
CITY COUNCIL CHAMBERS**

18
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PRESENT:

Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Attorney Shawn Guzman
City Manager Gary Esplin
City Recorder Christina Fernandez

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OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Ashley Weigel and the invocation was offered By Reverend Alex Wilkie.

Councilmember Randall presented certificates to Zion Harley Davidson, Washington and St. George Home Depot stores, Bloomington Walmart and Lowe's, recognizing them for being veteran friendly and supporting veteran causes.

Mayor Pike mentioned events are taking place in the near future. Additionally, he mentioned the passing of Ron Current, a citizen who fought for those dealing with personal issues, Councilmember Hughes' step father, Cecil Blake and Chris Trani, a former Police Officer.

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COMMENTS FROM THE PUBLIC:

There were no public comments; however, Mayor Pike reviewed the rules for speaking. He mentioned that he and the Council are accessible for anyone who would like to meet with them.

FINANCIAL REPORT:

Consider approval of the financial report for April, 2016.

City Manager Gary Esplin stated that the report shows that finances are in good shape to finish the year under budget.

MOTION: A motion was made by Councilmember Randall to approve the April, 2016 financial report.

SECOND: The motion was seconded by Councilmember Baca.

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

Councilmember Hughes – aye
Councilmember Randall - aye
Councilmember Bowcutt – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

5 **HANGAR LEASE:**

6 **Consider approval of a hangar lease agreement with Bonnacon Holdings, LLC**
7 **for hangar 55B.**

8
9 City Manager Gary Esplin advised the applicant is assuming a previous lease and
10 meets all requirements.

11
12 Councilmember Arial arrived.

13
14 **MOTION:** A motion was made by Councilmember Hughes to approve the hangar
15 lease with Bonnacon Holdings, LLC.

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

17 **VOTE:** Mayor Pike called for a vote, as follows:
18

19 Councilmember Hughes – aye
20 Councilmember Randall - aye
21 Councilmember Bowcutt – aye
22 Councilmember Arial – aye
23 Councilmember Baca – aye
24

25 The vote was unanimous and the motion carried.
26

27 **AWARD OF BID:**

28 **Consider award of bid for the annual purchase of rye grass seed.**

29
30 City Manager Gary Esplin stated the request is for the annual purchase of rye grass
31 seed to be used on City parks and golf courses.

32
33 Purchasing Manager Connie Hood advised the cost per ton lessened to \$2,260 per ton
34 this year. Helena was the low bidder at \$145,770 for 64.5 tons.
35

36 **MOTION:** A motion was made by Councilmember Baca to approve the annual
37 blanket bid for rye grass seed (Palmer IV Prelude IV) for the golf
38 courses and softball complex to be awarded to Helena in the amount of
39 \$145,770.

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

41 **VOTE:** Mayor Pike called for a vote, as follows:
42

43 Councilmember Hughes – aye
44 Councilmember Randall - aye
45 Councilmember Bowcutt – aye
46 Councilmember Arial – aye
47 Councilmember Baca – aye
48

49 The vote was unanimous and the motion carried.
50

51 **REIMBURSEMENT AGREEMENT:**

52 **Consider approval of a reimbursement agreement with DSG Holdings for the**
53 **River Road widening project.**
54

5 City Manager Gary Esplin, reimbursable agreement with DSG Holdings (Desert
6 Solutions Group) who purchased the property along River Road. They requested that
7 utility stub-outs and access points be installed along their property located along
8 River Road while the widening project is being done rather than having to cut the new
9 roadway in the future. Per the agreement, they will reimburse the City \$100,597 for
10 actual costs.

11
12 **MOTION:** A motion was made by Councilmember Hughes to approve the
13 reimbursement agreement with DSG Holdings in the amount of
14 \$100,597.

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

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

17
18 Councilmember Hughes – aye
19 Councilmember Randall - aye
20 Councilmember Bowcutt – aye
21 Councilmember Arial – aye
22 Councilmember Baca – aye
23

24 The vote was unanimous and the motion carried.

25
26 City Manager Gary Esplin advised that the purchase price for item 6A needs to be
27 discussed in closed session.
28

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

30 **Public hearing to consider a zone change on approximately 0.17 acres from**
31 **R-4 and R-1-10 (Residential) to C3 (Commercial) and approximately 4.5**
32 **acres from R-4 and R-1-10 to Open Space; property is generally located**
33 **south of 476 East Riverside Drive. Southern Utah Disaster Services,**
34 **applicant.**
35

36 Planning & Zoning Manager John Willis presented the request for a zone change on
37 0.17 acres generally located South of 476 East Riverside Drive. He presented a
38 PowerPoint presentation covering the following topics: summary of the request;
39 vicinity map; general plan map; current zoning map; and applicant exhibit. Planning
40 Commission recommends approval.
41

42 City Manager Gary Esplin mentioned that the property is bounded by Riverside
43 Apartments. Staff felt open space would be great zoning to attach to the trail. If
44 approved and the applicant purchases the property from the City, a portion of the
45 proceeds from the sale would be used to improve the property adjacent to the trail.
46

47 Mayor Pike opened the public hearing. There being no public comment, he closed the
48 public hearing.
49

50 **MOTION:** A motion was made by Councilmember Arial to approve the zone
51 change from R-4 and R-1-10 to C-3 on approximately 1.017 acres and
52 to Open Space on approximately 4.5 acres; property is generally
53 located on East Riverside Drive.

5 **SECOND:** The motion was seconded by Councilmember Baca.

6 **VOTE:** Mayor Pike called for a roll call vote, as follows:
7

8 Councilmember Hughes – aye
9 Councilmember Randall - aye
10 Councilmember Bowcutt – aye
11 Councilmember Arial – aye
12 Councilmember Baca – aye
13

14 The vote was unanimous and the motion carried.
15

16 **PUBLIC HEARING/PD-C ZONE AMENDMENT/ORDINANCE:**

17 **Public hearing to consider amending the Pine View Plaza Planned**
18 **Development Commercial zone on approximately 12.50 acres generally**
19 **located along the south side of Red Cliffs Drive to add building 375. Steve**
20 **Jennings, applicant.**
21

22 Planner Ray Snyder presented the request to amend the Pine View Plaza Planned
23 Development Commercial zone located along the south side of Red Cliffs Drive. He
24 presented a PowerPoint presentation covering the following topics: summary of
25 request; narrative letter; aerial map; site – aerial; plan; close up; and rendering.
26 Staff reviewed parking which meets requirements. Planning Commission
27 recommended approval with the following comments and conditions:
28

- 29 1. Zoning - Approve the PD-C zone change amendment on 12.50 acres.
- 30
- 31 2. Uses – This use is in harmony with the previously approved uses list for 'Pine
32 View Plaza' on 12.50 acres.
- 33
- 34 3. Site Plan – The conceptual layout as presented is approved.
- 35
- 36 4. Colors & Materials – As presented the colors and materials are recommended
37 for approval.
- 38
- 39 5. Setbacks – Setbacks shall meet the Zoning Ordinance (*staff will confirm during*
40 *the SPR process*).
- 41
- 42 6. Landscaping – The applicant shall provide landscaping along Red Cliffs Drive in
43 compliance with the Landscape Ordinance (10-25).
- 44
- 45 7. Lighting - Provide a photometric plan with submittal of the SPR and
46 demonstrate that lighting will not exceed 1 ft candle at property line and not
47 exceed 15 ft candle on site. Dark sky style lighting fixtures shall be used to
48 avoid a nuisance as seen from adjacent residential neighborhoods and
49 surrounding community.
- 50
- 51 8. SPR – Upon approval of the zone change, the applicant shall submit an
52 application for a SPR (Site Plan Review) along with the required civil
53 engineering plan set which may include but not be limited to: cover sheet, site
54

5 plan, grading plan, erosion control plan, utility plan, landscape plan, irrigation
6 plan, and photometric plan.
7

- 8 9. Merge Lots – The applicant shall legally merge the lots subject to Legal
9 Department review.
10

11 City Manager Gary Esplin stated that the applicant contacted him as some of the
12 adjacent property owners misunderstood. This item is before the Council tonight
13 because it is a PD zone. This is a new addition on the existing property, not an
14 increase in acreage or an increase outside the framework and footprint of the original
15 application.
16

17 Mayor Pike opened the public hearing. There being no public comment, he closed the
18 public hearing.
19

20 **MOTION:** A motion was made by Councilmember Hughes to amend the Planned
21 Development Pine View Plaza Planned to include building number 375,
22 with the conditions and comments of the Planning Commission.

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

24 **VOTE:** Mayor Pike called for a roll call vote, as follows:
25

26 Councilmember Hughes – aye
27 Councilmember Randall - aye
28 Councilmember Bowcutt – aye
29 Councilmember Arial – aye
30 Councilmember Baca – aye
31

32 The vote was unanimous and the motion carried.
33

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

35 **Public hearing to consider changing the zone from R-3 (Multiple Family) to**
36 **Planned Development Residential for phase 2 and amending the existing**
37 **Planned Development Residential for phase 3 of the Joshuas at Southgate on**
38 **16.78 acres located along Tonaquint Drive north of the Southgate Golf**
39 **Course. Church Properties, LLC.**
40

41 Planning & Zoning Manager John Willis explained there are two requests – 1) to
42 change the zone to Planned Development Residential for phase 2 and 2) to amend
43 the existing Planned Development Residential for phase 3 of the Joshuas at Southgate
44 located along Tonaquint Drive, north of the Southgate Golf Course. He presented a
45 PowerPoint presentation covering the following topics: aerial mas of the area; GPA
46 changed from LDR to MDR February 4th CC; current zoning map; proposed site plan;
47 landscaping and parking plan; proposed pool and amenity complex; elevations;
48 photos of proposed single family homes; street views; The Planning Commission
49 spent quite a bit of time and recommended approval 4-2. He reviewed conditions set
50 by the Planning Commission as follows:
51

- 52 1. The applicant must demonstrate they have access through phase 1 and 2 or
53 the adjacent property prior to City Council. The applicant has provided the
54 information, which allows access through phase 1 and 2 of the Joshuas.
55

- 5 2. Requirement for management companies to have 24 hour assistance to its
6 customers.
- 7 3. The applicant successfully amend the CC&R's for occupancy limits as
8 presented by the applicant with regarding to size, bedrooms and those that
9 can reside or use each unit.
- 10 4. No lock outs or splitting of units allowed.
- 11 5. Amenities must be complete before short term rentals are allowed.
- 12 6. All final plats and covenants, conditions and restrictions (CC&Rs) which have
13 been recorded shall be amended to include a note indicating that short term
14 residential rental properties are a permitted use. Phase 2 will need to be
15 amended to include the note and modified layout as proposed.
- 16 7. City Code requires that an amenity not listed in the ordinance must be
17 approved by City Council. Applicant is proposing a splash pad pool.
- 18 8. The applicant is proposing private streets in order to continue the existing
19 streets.

20
21 Because this is a PD-C zone change amendment and a request for short term rentals,
22 the Council has considerations when viewing short term rentals in a specific
23 residential neighborhood; some of which are as follows:
24

- 25 1. Are short term rentals compatible with the General Plan for residential areas?
- 26 2. This is a commercial residential hybrid.
- 27 3. Does it have a greater impact than what is typically found in a residential
28 neighborhood?
- 29 4. Is this out of character for this particular area?
30

31 He noted that there are approximately 21 existing single family homes in Phase 1 of
32 the Joshuas subdivision. Because the proposed clubhouse is not listed as an amenity
33 in the ordinance, the City Council would have to approve it and determine if it meets
34 the amenity requirements. In order to provide the required onsite, 24-hour
35 management, the applicant is proposing to have four rental companies manage the
36 property.
37

38 Applicant Corbin Church presented a PowerPoint presentation covering the following:
39 plan for the project; Joshuas at Southgate facts; aerial map; Why does the Joshuas
40 continue to languish? Clay; Lot 46, 2686 sf, \$289,000; Lot 46, 1450 sf, \$209,900; to
41 mitigate the clay; aerial map of Paradise Village in Santa Clara in 2013; photos of
42 Paradise Valley from August 28, 2014, August 28, 2015 and February 20, 2016; Why
43 would this be beneficial for the residents of the Joshuas?; amenities plan; Why would
44 this be beneficial for the City of St. George?; neighbor's concerns - letters, visits,
45 calls and emails; neighbor's concerns - views; photo of home currently being built;
46 amenity area plan; neighbor's concerns - traffic; neighbor's concerns - parties;
47 neighbor's concerns - free use of the golf course;; neighbor's concerns - crime;
48 neighbor's concerns - noise; neighbor's concerns - ugly homes; neighbor's concerns
49 - parking (cars and RV's); neighbor's concerns - large groups staying in a single
50 home; access; swimming pool & clubhouse; Joshuas swimming pool by comparison;
51 Who is going to police this?; and this rezone is good for all.
52

53 Councilmember Bowcutt noted that CCR's have not been recorded. He asked what
54 guarantee is there that they will be recorded.
55

5 Mr. Church explained that the CCR's currently in place for The Joshuas are
6 inadequate. If this request is approved, the updated CCR's are written and ready to
7 be approved by the membership - he will provide the draft version with the guarantee
8 that new CCRs will be put in place. He does not feel this location would be
9 appropriate for a hotel. The difference between this proposal and a hotel is that a
10 nightly rental subdivision does not always have people staying nightly. There will
11 actually be less traffic as a large portion of the homes will not always be rented.
12 Some homeowners may live in their homes either full or part time. This will look and
13 act like any other residential subdivision.
14

15 Councilmember Hughes commented that he has an issue with property values. He is
16 not quite sure that this proposal would increase property values of the surrounding
17 properties if they were not included in the resort overlay and allow for nightly rentals;
18 in fact, it could have a reverse effect. History has shown that in other places all over
19 the country that allow nightly rentals, at certain times, property values do increase
20 even to a point that is detrimental to those trying to live in neighborhoods on a
21 normal residential basis because they can no longer afford to live there.
22

23 Councilmember Baca asked Mr. Church about the fear and deception he mentioned.
24 That fear is real and the deception may be based upon the life experiences of the
25 residents.
26

27 Mr. Church stated that after the Planning Commission meeting, two residents of
28 Tonaquint Terrace approached him and said that they expected something different;
29 they are now in favor of his proposal. Another asked him to follow through with his
30 promises. If he is going to introduce parties and additional traffic, shame on him. He
31 believes there is a need for nightly rentals as that is the movement in the hospitality
32 industry. There has not been a police call at Paradise Village in two years.
33

34 Mayor Pike advised that included in the agenda packet are a number of letters and
35 emails that have been received voicing concerns and opposition to this request. He
36 read a recap of some of the key issues addressed in the letters and emails as
37 provided by staff as follows:
38

- 39 • Residents want to maintain tranquility of neighborhood
- 40 • Commercial use in a residential neighborhood
- 41 • Too close to schools/Beehive Homes
- 42 • Golf Course would become a playground
- 43 • Largely a senior citizen area
- 44 • Safety and security concerns
- 45 • Strangers will be staying there
- 46 • Will create a nuisance
- 47 • Will decrease property values
- 48 • Will diminish views
- 49 • Will be a hotel without a front desk
- 50 • Increased:
 - 51 • Noise – parties
 - 52 • Traffic – including RV parking
 - 53 • Crime – vandalism, drugs, sex offenders, etc.
 - 54 • Congestion

5 Because so many have already voiced their opinions, Mayor Pike suggested limiting
6 comments to two minutes or less per person and asked the audience to not restate
7 things that have already been brought up. He explained, when a property owner
8 approaches the City with a project such as this, the Council is bound to consider it.
9 The City is not looking for additional revenue and does not reach out to applicants.
10 Because of an error with notifications for the first Planning Commission hearing, there
11 was a second hearing. Some residents have mentioned that the Planning
12 Commission members already had their minds made up; however, due to the error,
13 they heard the proposal more than once. He then opened the public hearing.
14

15 Resident Russell Bott stated that his concern is with traffic as Tonaquint Drive
16 changes to one lane through the roundabout at 600 West.
17

18 Resident Arthur Partridge read portions of his letter in opposition. The letter is
19 included in the agenda packet. He feels the application is flawed as it does not meet
20 the requirements of the ordinance.
21

22 Resident Gordon Leiter stated that he was impressed with Mr. Church's presentation;
23 however, the roundabout is already a nightmare and is concerned with increased
24 crime and property values.
25

26 Resident Nick Bujanovich stated that at the Planning Commission meeting, Mr.
27 Church could not understand why neighbors would be concerned about parking issues
28 with phases 2 and 3 of the Joshuas. Mr. Church admitted there was an existing
29 parking issue with phase 1. He believes enforcement is critical as short term renters
30 are not deterred with CCR covenants and that Mr. Church has not provided enough
31 room for emergency vehicles to access the units.
32

33 Resident Kay Hancock stated that the subdivisions in the Southgate are
34 neighborhoods where the property types and uses are similar and the inhabitants
35 have compatible cultural, social and economic interests. She noted that their
36 properties are well cared for and residents are generally good citizens of the City who
37 provide income to the City by visiting local businesses and volunteering. Changing
38 the positive character of the surrounding neighborhoods will provide more challenges
39 for the City and their neighborhoods. There are only two major exits for the entire
40 area. She stated that his property has been zoned with the current zoning since
41 2005 and asked the Council to deny the request.
42

43 Resident Wade Hepworth mentioned that he has lived and worked in the St. George
44 area for 29 years. The nearby areas are primarily retirement communities. There is
45 a need and demand for short term rentals; however, this is not the right spot. He
46 visited Paradise Village and is impressed with the community. Comparing the
47 proposed amenities to that community, they are short. He requested the Council
48 deny the request.
49

50 Resident John Maier noted that the Joshuas subdivision has had a hard time
51 developing. How do they know this project will be any different? Additionally, he
52 asked how garbage removal will work and who will carry liability insurance.
53 Comparing the Joshuas to Paradise Village is like comparing apples to oranges.
54

55 Resident Ross Elliott stated that he worked for the State of Utah and ran the Land
56 and Water Conservation Fund. He pointed out that this is a beautiful area asked why
57 the zone change and proposed project are being proposed. The developer purchased
58
59

5 this property less than a year ago; when they purchased the property, they knew
6 what it was zoned for. He mentioned there are other properties they can put their
7 developments on.
8

9 Resident Denise Showalter, president of the Joshuas HOA, stated that she represents
10 the majority of the homeowners and their overwhelming support of the change. She
11 would have never stood behind this cause or asked for community support if
12 measures were not being implemented to mitigate the risks. The homes will not only
13 be used for short term rentals; they will finally have a completed subdivision. She
14 asked the Council to consider the benefits of this change and to help them to achieve
15 their potential as they are out of options.
16

17 Resident Julie Nelson stated that she has a 6-year old who she teaches not to talk to
18 strangers. She is opposed to the proposal based upon her concerns for her son's
19 safety as she does not know who her neighbors would be. She asked the Council to
20 deny the request.
21

22 Resident Rachel Munoz mentioned that the developer has not addressed the real risk.
23 Tonaquint Intermediate is nearby; the students are the most at risk age for
24 something to go wrong. She does not want her child growing up in an area where he
25 can be at risk of one incident as that is all it takes.
26

27 Resident Allen Harrington stated that he is concerned with the buffer zone which is
28 not as wide as Mr. Church projected. He is concerned since the potential for
29 harassment is always there because there is not a proper buffer zone. Even though
30 children currently play on the golf course, there will be an increase with nightly
31 rentals. Although he believes Mr. Church did a great job with his presentation, he
32 asked the Council to deny the request.
33

34 Resident Connie Bailey asked the Council to consider that their three minute
35 presentations are taking about an hour and a half of the Council's time; however, this
36 proposal affects their entire life.
37

38 Resident Brad Winget stated he is a mortgage and real estate broker and has been in
39 this business for several years. He has successfully managed multiple homes in
40 Paradise Village. He mentioned the rental contract used and noted some of the
41 conditions their tenants have to adhere to. It is great to hear they propose an onsite
42 manager. There has not been a single incident they have had to fine their guests for
43 breaking rules since he began managing Paradise Village. A planned legal short term
44 rental community such as this is a benefit to the City.
45

46 Resident Rosalie Mimnaugh stated that she is one of the four homes that will be
47 impacted most. They were not informed of the zone change that has previously
48 taken place. This will greatly affect the homes on Uxbridge, one of which is hers. She
49 asked for clarification on whether or not there can be a wall between them and the
50 Joshuas. They are trying to maintain quality of life and urged the Council to consider
51 these four homes. She understands her home value will decrease because the two-
52 story units proposed on Tonaquint Drive are eyesores.
53

54 Resident Dale Bott stated that he believes adding additional people to the area will
55 increase crime statistics. St. George has been touted as one of the top ten secret
56 metro cities in the west - he would hate to see that disappear. He believes the
57 majority of the tenants will be great people; however, there will be some that will
58 commit crimes.
59

5 Resident Tom Glade stated that the proposal will be a great business opportunity at
6 the expense of neighboring homeowners. He noted some of his history working with
7 radio broadcasting which has caused them to purchase and sell six homes. He never
8 had a city come in and bail him out as a result of his loss – that is what the Council is
9 considering tonight. He believes the situation with Paradise Valley is quite different
10 as the back of the unit is bordered by the school, a baseball field with playgrounds
11 and undeveloped land. The Joshuas are not selling because it looks like a fatigued
12 community. The current zoning ordinance prohibits the construction of short term
13 rentals on this property.
14

15 Resident Dan McKee encouraged the Council to reject the application as it is flawed.
16 He noted that other short term rental communities have been approved at Entrada
17 and the Bloomington Country Club. This project represents a precedent for allowing
18 commercial activities in residential neighborhoods and is more than a rezoning issue,
19 this is a policy issue. He mentioned three studies he forwarded to the Mayor and
20 Council.
21

22 Resident Tisha Digman who lives in the Joshuas explained they bought their lot not
23 knowing there would be this much animosity and grief over the proposal, which is not
24 only a benefit to the developer, but for all of the Joshuas residents. She is a person
25 who utilizes nightly rentals as do some of her family members. Not all renters are
26 criminals. She owned and managed nightly rentals in Park City – the police were
27 never called nor were there any claims of liability. Additionally there were no traffic
28 problems as specific ordinances were laid out. Predators do not typically rent a home
29 to find children. In areas of Park City that allowed nightly rentals in Park City, home
30 values have actually increased.
31

32 Resident Linda Leaver inquired about CCR's; she asked if they will be similar to those
33 at Paradise Village. If so, the parking situation will not work. Regarding the history
34 of not having had police calls - homes were not built in 2014 and not all lots are
35 currently developed. The two developments are quite different. She also inquired
36 about building single story homes versus two story homes.
37

38 Resident Jan Coleman stated that their home is also one of the four that will be
39 impacted most. When they first bought their home, they were assured that the area
40 would remain residential. They welcome the Joshuas to be developed and have nice
41 homes, but not the rental units.
42

43 Resident David Whitehead mentioned that he was a Councilmember in Santa Clara at
44 the time Paradise Village was approved. He stated that there have not been any
45 issues as the rental contract outlines where parking is and is not allowed. As a real
46 estate agent, he has worked extensively with Mr. Church and has sold a number of
47 the homes at Paradise Village which has helped Santa Clara City with economic
48 development. He commented that values of nearby homes have increased.
49

50 Resident Cathy Walton who lives in Paradise Village stated that she knew the people
51 that bought homes in her neighborhood and has not experienced any of the concerns
52 that have been brought up. In fact, they hardly know when renters are in the homes.
53 She commented that the value of her home has increased.
54

55 Resident Bruce Molen stated that his views will be greatly impacted. He does not
56 believe two-story townhomes are appropriate for the area as they will change the
57 character of the neighborhood.
58
59

5 Resident Jane Getzelman commented that they own homes in Las Palmas and in Eden
6 and parking has always been a problem. At times police were called with friends that
7 own units. They have had good renters but there are always issues with parking
8 boats.
9

10 Resident Sandy Glade commented that since Mr. Church is seeking to change present
11 zoning he has the burden of providing evidence that his proposal will be positive. He
12 has not told them what the benefits would be as he cannot do so. She stated this will
13 only benefit Mr. Church and those at the Joshuas and requested the Council deny the
14 request.
15

16 Resident David Midgley commented that he cares about all of the residents in the
17 area. This proposal will have a negative impact on the values of the surrounding four
18 neighborhoods while being a win for one single neighborhood. He proposed photos of
19 the area and stated the proposal is out of character for the neighborhood. He then
20 asked the Council to deny the request.
21

22 Resident Darla Hunt mentioned that she pulled up Paradise Village homes on her
23 phone. One of the homes used for nightly rentals is a 4 bedroom, 4.5 bath home that
24 sleeps 23, another is a 4 bedroom, 4.5 bath home that sleeps 18. Per one of the
25 listings, if extra space is needed, they are instructed to put sleeping bags on the
26 floor.
27

28 Resident Beverly Larsen suggested Mr. Church make the entire area into a park.
29

30 Resident Paul Bott stated his concern is that the Southgate area represents \$1 million
31 investment in home. The concerns expressed tonight are very real and legitimate.
32 Approving this request would change the characteristics and culture of the
33 neighborhood.
34

35 Mr. Church commented that families will stay in these rental homes as there are a
36 limited amount of people who can stay. He believes the discussion is fair but the
37 drama is unhealthy. Looking across at the golf course currently people see debris.
38 Because he purchased these developed lots for \$16,000 each; he can easily flip
39 them; he does not need to be bailed out. The Council has a difficult decision to make
40 and to consider that he wants to rescue the failed subdivision. Some of the
41 homeowners will rent out their homes and will be required to use a management
42 company as they maintain control. After the Planning Commission meeting, they
43 hired someone full time to manage the neighborhood
44

45 Resident Dave Veilleux explained that he moved into the area four months ago, after
46 years of evaluating and researching areas to live. He asked the Council if they would
47 approve this in their own neighborhood.
48

49 Resident Jennifer Aldana stated that she used to live in Legacy but now lives in Mesa
50 Palms. She wanted to live in the area for safety reasons because she has children.
51 Allowing this subdivision will cause them to lose so much. She fears for her kids as
52 there are dishonest people.
53

54 Mayor Pike closed the public hearing.
55

56 City Attorney Shawn Guzman pointed out that 10-14-21 of City code pertaining to the
57 purpose and intent of short term rentals states: The purpose of this section is to
58 promote the health, safety and general welfare of the residents of the city by

5 establishing zoning regulations and zoning standards for short term leases of
6 residential properties in the city so as to ensure:
7

- 8 1. Protection of the environment of the city, including use compatibility with
9 existing residences;
- 10 2. Preserving the existing character and property values of the community by
11 assuring appropriate uses;
- 12 3. Establishment of appropriate governance procedures to plan and oversee short
13 term leases of residential properties to promote the interests and welfare of
14 the community; and
- 15 4. Promote peace and safety within neighborhoods of the city.
16

17 He then mentioned that 10-8-1 of City Code, pertaining to the purpose of planned
18 development zones, also lists compatibility of planned development zone type
19 projects with existing developments. These are the considerations the Council has
20 when considering the applicant's request for a zone change.
21

22 Mr. Willis explained that the request is as follows: to rezone phase 2 from R-3 to PD-
23 R, to amend phase 3, which is currently PD-R, to include townhouses and site plan
24 and allow for short term rentals for the overall PD. He believes it could be approved
25 in two motions.
26

27 City Attorney Shawn Guzman advised it would be appropriate to approve in one
28 motion as the developments together make up the 100 units needed.
29

30 City Manager Gary Esplin commented that if the Council concurs with the request,
31 they would also have to determine if the proposed amenities meet the requirements
32 in the ordinance.
33

34 City Attorney Shawn Guzman stated the ordinance says pool and clubhouse;
35 however, the Planning Commission decided that the pool as presented was enough of
36 an amenity.
37

38 Mr. Willis added that with the splash pad and gathering area, the Planning
39 Commission considered it a package.
40

41 City Attorney Shawn Guzman noted that there is room for that allowance.
42

43 Councilmember Arial commented that for many months, she has thought about how
44 short term rentals fit into the community. She does not have a problem with them
45 and has previously used them. Her personal feeling is that if the surrounding
46 residential neighborhoods do not want them, neither does she. This is not Park City,
47 San Diego or Las Vegas; this St. George - that means something very distinct and
48 different to her.
49

50 Councilmember Randall commented that she is not against nightly rentals; however,
51 the Council recently approved nightly rentals at the Bloomington Country Club where
52 they have many more amenities than what this proposal will offer. If someone buys
53 a subdivision next to Paradise Village, they know what is next to them whereas these
54 residents did not know there would be short term rentals next to them. She
55 mentioned that she is not in favor of this project.
56
57

5 Councilmember Baca stated that he studied this request for several weeks. First and
6 foremost, St. George is a family community. The Council's job is to protect the
7 health, safety and tranquility of neighborhoods. He added that he has spent the last
8 few days at Beehive Homes with his mother-in-law; out her window, he looked
9 directly at this site. He felt the tranquility as has been mentioned by the residents
10 who are present tonight. He is prepared to make a motion to deny this request.
11

12 Councilmember Bowcutt commented that for him, one of the challenges is that this
13 would set a precedent that a phase of a subdivision may be changed to help get rid of
14 a project.
15

16 Councilmember Hughes told Mr. Church that he does not agree with many of the
17 concerns brought up, but he struggles with zoning. The Council is not against short
18 term rentals - there is a place for them; however, this is not it. He explained that the
19 state legislature will consider taking away the power of the cities to regulate short
20 term rentals. He encouraged citizens to let the legislatures know how they feel.
21

22 Mayor Pike commented that St. George is a desirable place for visitors. Short term
23 rentals can be accomplished under the current ordinance. The question is – should
24 they be here and what does it do the immediate and broader neighborhood.
25

26 **MOTION:** A motion was made by Councilmember Hughes to deny the zone
27 change.

28 **SECOND:** The motion was seconded by Councilmember Arial.

29 **VOTE:** Mayor Pike called for a roll call vote, as follows:
30

31 Councilmember Hughes – aye
32 Councilmember Randall - aye
33 Councilmember Bowcutt – aye
34 Councilmember Arial – aye
35 Councilmember Baca – aye
36

37 The vote was unanimous and the motion carried.
38

39 Mayor Pike called for a brief recess.
40

41 **PUBLIC HEARING/FISCAL YEAR 2016-17 BUDGET:**

42 **Public hearing to consider public input regarding the Fiscal Year 2016-17**
43 **Budget.**
44

45 Mayor Pike explained that the City is required to hold one public hearing prior to
46 adopting the budget; this is the first of two. He opened the public hearing. There
47 being no public comment, he closed the public hearing. He then reminded the
48 Council to talk to either him or City manager Gary Esplin regarding any comments
49 they have on the preliminary budget.
50

51 A discussion took place regarding work meetings being cancelled in June and July.
52

53 **CONDITIONAL USE PERMIT:**

54 **Consider approval of a conditional use permit to construct a detached**
55 **accessory structure with a maximum midpoint height of approximately 19'**
56 **on lot 51 of the Meadow Valley Farms subdivision located on 3970 South**
57 **Street. S&S Homes, applicant.**

5 Planner Ray Snyder presented the request for a conditional use permit to construct a
6 detached accessory structure on lot 51 of the Meadow Valley Farms subdivision. He
7 presented a PowerPoint presentation covering the following topics: check list for
8 cup's; vicinity aerial map; zoning map; plat; house plans; elevation; and comments
9 outlining the request as follows: email in opposition; photos of the area; examples of
10 large garages in the neighborhood and photos of the lot with the home being built
11 and findings from the Planning Commission – those that apply are aesthetics, height
12 and maintain character and purpose of the zone. Planning Commission recommended
13 approval with the following conditions, comments and findings:
14

- 15 1. Lot 51 - The property is an interior lot with frontage & access only on 3970
16 South Street.
- 17 2. Personal Use - The detached garage and carport is approved only for personal
18 use (ATV, auto, RV, boat storage).
- 19 3. Setbacks - The requested setbacks are approved as 5 ft. from the rear
20 property line and 2 feet from the side property line.
- 21 4. JUC Letter - The applicant shall obtain and provide a letter of approval from
22 the JUC (Joint Utility Committee) for encroachment in to the side and rear
23 yard setbacks. This shall be provided with the building permit.
- 24 5. Location to Home - The structure(s) will be constructed approximately 11.84
25 feet from the home.
- 26 6. Height - The proposed height (midpoint) is approx. nineteen feet (19') to
27 accommodate an RV.
- 28 7. Materials - The detached structure will be constructed to match the home
29 using wood construction with a stucco exterior and a concrete tile roof.
- 30 8. No H.O.P. - there shall be no HOP (Home Occupation Permit) granted for any
31 business in the work shop or garage area. *(per Section 3-7-1 - only permitted
32 businesses conducted within the residence would qualify for a HOP)*
33

34 **MOTION:** A motion was made by Councilmember Randall to approve the
35 conditional use permit at 3970 South Street for the detached accessory
36 structure.

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

38 **VOTE:** Mayor Pike called for a vote, as follows:
39

40 Councilmember Hughes – aye
41 Councilmember Randall - aye
42 Councilmember Bowcutt – aye
43 Councilmember Arial – aye
44 Councilmember Baca – aye
45

46 The vote was unanimous and the motion carried.
47

48 **PUBLIC HEARING/2016 JAG GRANT/INTERLOCAL AGREEMENT:**

49 **Public hearing to receive public input on and consider approval of an**
50 **interlocal agreement between the City of St. George and Washington County**
51 **for the 2016 Byrne Justice Assistance Grant (JAG Grant) for the Police**
52 **Department.**
53
54
55

5 City Manager Gary Esplin advised each year the Police Department receives funds
6 through the Justice Assistance Grant (JAG Grant) administered through an agreement
7 with Washington County. A public hearing is required.
8

9 Mayor Pike opened the public hearing. There being no public comment, he closed the
10 public hearing.
11

12 **MOTION:** A motion was made by Councilmember Hughes to approve the
13 interlocal agreement for the JAG Grant.

14 **SECOND:** The motion was seconded by Councilmember Arial.

15 **VOTE:** Mayor Pike called for a vote, as follows:
16

17 Councilmember Hughes – aye
18 Councilmember Randall - aye
19 Councilmember Bowcutt – aye
20 Councilmember Arial – aye
21 Councilmember Baca – aye
22

23 The vote was unanimous and the motion carried.
24

25 **FINAL PLAT AMENDMENT:**

26 Planning & Zoning Manager John Willis presented the request to amend the final plat
27 for Foremaster Ridge Phase 4 Amended located at 1682 East 180 South Street;
28 zoning is R-1-8. The purpose of the amendment is to subdivide lot 442 into two lots
29 and create a public utility easement on the new lot line. He showed and reviewed the
30 amended final plat.
31

32 **MOTION:** A motion was made by Councilmember Baca to approve the final plat
33 amendment for Foremaster Ridge Phase 4.

34 **SECOND:** The motion was seconded by Councilmember Arial.

35 **VOTE:** Mayor Pike called for a vote, as follows:
36

37 Councilmember Hughes – aye
38 Councilmember Randall - aye
39 Councilmember Bowcutt – aye
40 Councilmember Arial – aye
41 Councilmember Baca – aye
42

43 The vote was unanimous and the motion carried.
44

45 **FINAL PLAT AMENDMENT:**

46 Planning & Zoning Manager John Willis presented the request to amend the final plat
47 for Hawthorn Estate Phase 2 Amended and Extended located at 3126 East Tonoak
48 Drive; zoning is R-1-10. The purpose of the amendment is to make lot 30 square so
49 other future lots surrounding the lot will also be square. He showed and reviewed the
50 amended final plat.
51

52 **MOTION:** A motion was made by Councilmember Hughes to approve the final plat
53 amendment for Hawthorn Estate Phase 2 Amended and Extended.

54 **SECOND:** The motion was seconded by Councilmember Baca.

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

5 Councilmember Hughes – aye
6 Councilmember Randall - aye
7 Councilmember Bowcutt – aye
8 Councilmember Arial – aye
9 Councilmember Baca – aye
10

11 The vote was unanimous and the motion carried.
12

13 **FINAL PLAT AMENDMENT:**

14 Planning & Zoning Manager John Willis presented the request to amend the final plat
15 for Primrose Pointe Subdivision Phase 3 Amended located at approximately 138 North
16 Acantilado; zoning is R-1-10. The purpose of the amendment is to adjust the interior
17 lot restriction on the "no access line" for lot 95 – a note will be added to the plat.
18 This change will allow lot 95 to have access near lots 94 and 96. He showed and
19 reviewed the amended final plat.
20

21 **MOTION:** A motion was made by Councilmember Arial to approve the
22 amendment to the final plat for Primrose Pointe Subdivision Phase 3
23 Amended.

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

25 **VOTE:** Mayor Pike called for a vote, as follows:
26

27 Councilmember Hughes – aye
28 Councilmember Randall - aye
29 Councilmember Bowcutt – aye
30 Councilmember Arial – aye
31 Councilmember Baca – aye
32

33 The vote was unanimous and the motion carried.
34

35 **FINAL PLAT AMENDMENT:**

36 Planning & Zoning Manager John Willis explained that the applicant requested the
37 final plat amendment for Shadow Mountain Townhomes 2nd Amendment be tabled as
38 there are issues they need to work out prior to presenting to the Council.
39

40 **FINAL PLAT:**

41 Planning & Zoning Manager John Willis presented the final plat for Tupelo Estates
42 Phase 5, a 9-lot residential subdivision located at approximately Crimson Ridge Drive
43 and 3210 East; zoning is R-1-8. He showed and reviewed the final plat.
44

45 **MOTION:** A motion was made by Councilmember Hughes to approve the final plat
46 for Tupelo Estates Phase 5.

47 **SECOND:** The motion was seconded by Councilmember Baca.

48 **VOTE:** Mayor Pike called for a vote, as follows:
49

50 Councilmember Hughes – aye
51 Councilmember Randall - aye
52 Councilmember Bowcutt – aye
53 Councilmember Arial – aye
54 Councilmember Baca – aye

5 The vote was unanimous and the motion carried.
6

7 **SUBDIVISION APPROVAL:**

8 Planning & Zoning Manager John Willis presented the request to approve a 10-lot
9 subdivision without a plat for SG-1620 located on the south side of 250 North Street
10 between Main Street and 100 East Street; zoning is Residential Central City (RCC).
11 He showed and reviewed the record of survey. The approval should be conditioned
12 upon a purchase agreement for a portion of the City right-of-way.
13

14 City Manager Gary Esplin advised that the easement was recently abandoned.
15

16 City Attorney Shawn Guzman noted that the easement will still have the appropriate
17 utilities.
18

19 **MOTION:** A motion was made by Councilmember Hughes to approve the
20 subdivision of lots without a plat for SG-1620 with the condition that a
21 purchase agreement be worked out with the City for the abandoned
22 property.

23 **SECOND:** The motion was seconded by Councilmember Baca.

24 **VOTE:** Mayor Pike called for a vote, as follows:
25

26 Councilmember Hughes - aye
27 Councilmember Randall - aye
28 Councilmember Bowcutt - aye
29 Councilmember Arial - aye
30 Councilmember Baca - aye
31

32 The vote was unanimous and the motion carried.
33

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

35 Councilmember Arial mentioned that John Kessler elected Chair of the Arts
36 Commission.
37

38 Councilmember Baca reported at the recent MPO meeting, they had an interesting
39 discussion on the proposed transit system to Springdale.
40

41 City Manager Gary Esplin stated that on the June 30 work meeting, the study will be
42 presented.
43

44 Councilmember Baca also stated that the Dinosaur Museum Board received a grant
45 for the mural and is hoping to get funds from the RAP Tax grant.
46

47 Councilmember Hughes reported on the homeless coordinating meeting, some people
48 do not want to be helped. Also, they discussed long term affordable housing and the
49 need for transportation countywide.
50

51 Councilmember Bowcutt reported that the recent Planning Commission was short and
52 the Airport Advisory Board held a good meeting.
53
54
55

5 **ADJOURN TO CLOSED SESSION:**

6 **MOTION:** A motion was made by Councilmember Arial to adjourn to a closed
7 session to discuss property sale and potential litigation.

8 **SECOND:** The motion was seconded by Councilmember Baca.

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

10
11 Councilmember Hughes – aye
12 Councilmember Randall - aye
13 Councilmember Bowcutt – aye
14 Councilmember Arial – aye
15 Councilmember Baca – aye
16

17 The vote was unanimous and the motion carried.
18

19 The meeting reconvened following the closed session.
20

21 **SALE OF CITY PROPERTY:**

22 **Consider the sale of City property located at 250 North between Main Street
23 and 100 East Street. Matt Glendenning, applicant.**
24

25 **MOTION:** A motion was made by Councilmember Arial to table the item.

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

27 **VOTE:** Mayor Pike called for a vote, as follows:
28

29 Councilmember Hughes – aye
30 Councilmember Randall - aye
31 Councilmember Bowcutt – aye
32 Councilmember Arial – aye
33 Councilmember Baca – aye
34

35 The vote was unanimous and the motion carried.
36

37 **ADJOURN:**

38 **MOTION:** A motion was made by Councilmember Hughes to adjourn.

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

40 **VOTE:** Mayor Pike called for a vote, as follows:
41

42 Councilmember Hughes – aye
43 Councilmember Randall - aye
44 Councilmember Bowcutt – aye
45 Councilmember Arial – aye
46 Councilmember Baca – aye
47

48 The vote was unanimous and the motion carried.
49
50
51
52