

**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
OCTOBER 3, 2013, 4:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

**Mayor Daniel McArthur  
Councilmember Jon Pike  
Councilmember Gail Bunker  
Councilmember Gil Almquist  
Councilmember Ben Nickle  
Councilmember Jimmie Hughes  
City Manager Gary Esplin  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez**

**OPENING:**

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

Mayor McArthur invited Mayor Somiya from Ibigawa, Japan to speak.

Mayor Somiya stated that the City has been partnering with Ibigawa for the marathon for 25 years. He thanked the City for its hospitality and looks forward to the relationship continuing in the future.

Mayor McArthur announced City Manager Gary Esplin will be the delegate from the City to attend the Ibigawa marathon in November. This Saturday is the St. George Marathon; in conjunction with the marathon is the Mayor's Walk.

Mayor McArthur invited Kyle Case with the Huntsman World Senior Games to speak about this year's events.

Kyle Case stated the City has been a partner with the Huntsman World Senior Games. He thanked the Councilmembers for their support and presented Mayor McArthur with plaque.

Mayor McArthur thanked all of those who volunteer their time at the Huntsman World Senior Games.

**AWARD OF BID:**

**Consider award of bid for four (4) 2014 Dodge Chargers for the Police Department.**

Purchasing Manager Connie Hood advised the bid is to purchase four 2014 Dodge Chargers from local vendor Stephen Wade Dodge at \$26,125.00 each for a total of \$104,500.00. Only two bids were received.

City Manager Gary Esplin stated the City looked at other vehicles, however, the Police Department favors the Chargers.

**MOTION:** A motion was made by Councilmember Almquist to approve the bid award to Stephen Wade Dodge for the four Chargers in the amount of \$104,500.00.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AWARD OF BID:**

**Consider award of bid for 2013 Vacuum Sweeper with a 5 year buy back option for the Streets Department.**

Purchasing Manager Connie Hood advised the bid is to purchase a 2013 vacuum sweeper with a five year buy back option. Cate Equipment was the only vendor to meet all required specifications. The cost of the sweeper is \$224,970.00 and is included in this year's budget.

**MOTION:** A motion was made by Councilmember Bunker to approve the bid.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AWARD OF BID:**

**Consider award of bid for the Virgin River Trail South C Project.**

Purchasing Manager Connie Hood advised there were four formal bids received for this project. Interstate Rock was the low bid and is a local vendor. The price submitted was \$121,432.45 which is under budget and does include alternates 1 and 2.

Parks Planner Millie Cockerill stated the trail will begin at what is formally known as the Atkin Trail and will connect to the northern intersection at the Virgin River Trail and will continue to the west and align with the Sun River Golf Course club house. She explained this is a Utah state trails grant project with a 50% match. The City will pay approximately \$60,000.00.

**MOTION:** A motion was made by Councilmember Pike to approve the bid for \$121,432.45 to Interstate Rock.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AWARD OF BID:**

**Consider award of bid for the annual purchase of Polymer product for the Wastewater Department.**

Purchasing Manager Connie Hood advised the bid is for the annual purchase of polymer for the Wastewater Department. The cost will be a not to exceed \$195,000.00.

**MOTION:** A motion was made by Councilmember Hughes to approve the bid not to exceed \$195,000.00.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**INTERLOCAL AGREEMENT/RESOLUTION:**

**Consider approval of a resolution to approve an interlocal agreement between the City and the Southwest Special Services District to provide fire responses to the Ledges and Trails areas of the City.**

City Manager Gary Esplin advised the special service district would like to build a fire house near the Ledges and Trails areas which would actually be located within the City limits. He explained staff recommends to move forward and for a number of reasons it becomes a win-win situation.

Commissioner Cox stated building the station is an example of excellent and wise stewardship using tax payer funds to craft a win-win situation.

Winchester Hills Fire Chief Christensen advised they will be building a fire station near the southwest corner of Winchester Hills. The station will be centrally located to cover Winchester Hills as well as the Ledges.

Fire Chief Robert Stoker stated that although the City does not have automatic aid agreement with any communities, this agreement will serve as one. Because the station will be in the City limits, certain development related fees will be waived. The agreement states the station will respond to the area of the Ledges, JEL Ranches and the Trails developments. He stated there have been problems with ISO which is the insurance rating service. At the last rating, the area was rated a class 10 which means no fire protection. This agreement should help that rating as well as save residents in that area quite a bit of money.

City Manager Gary Esplin advised the City rarely waives impact fees, however, this is like a City station and he feels it is fair to do so. This station may delay the need for a City station in that area.

City Attorney Shawn Guzman advised the agreement says that the fees are prorated over a ten (10) year period.

**MOTION:** A motion was made by Councilmember Almquist to approve the resolution to accept the interlocal agreement and the language with regard to the impact fees with Southwest Special Services District.  
**SECOND:** The motion was seconded by Councilmember Hughes.  
**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**TRANSIT FEES/RESOLUTION:**

**Consider approval of a resolution to update Transit fees.**

SunTran Manager Fred Davies advised since the last work meeting, the discount fee has been dropped. The proposed fees would no longer give discounts to qualified disabled or senior citizens for day passes, month passes, and semester passes.

Councilmember Hughes stated the fees were changed because there were some that were taking advantage of the discounted rates. This is not a money making service.

**MOTION:** A motion was made by Councilmember Hughes to approve the resolution for the new rate schedule as outlined  
**SECOND:** The motion was seconded by Councilmember Pike.  
**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AIRPORT RATES AND FEES/RESOLUTION:**

**Consider approval of a resolution to update Airport rates and fees.**

City Manager Gary Esplin advised the following fee changes are proposed: Commercial/Charter Operations, Terminal Building Office & Space Rental, Security Fees, and Independent Flight Instructor/A&P Fee. He explained the City is making minor adjustment and changes to cover costs.

Airport Manager Rich Stehmeier explained that when the initial fee schedule was introduced, these particular fees were not addressed. Now that there is interest from sister cities to bring in charter daily flights, he feels that adjusting the fee schedule to include them is necessary.

Councilmember Almquist stated that Mr. Stehmeier looked at industry wide standards when looking at the fee structure.

**MOTION:** A motion was made by Councilmember Almquist to adopt the resolution to update the fees as presented.  
**SECOND:** The motion was seconded by Councilmember Bunker.  
**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

City Attorney Shawn Guzman inquired if the new schedule included effective dates. He stated that the Transit Manger wanted the fees effective January 1<sup>st</sup>, but he was not aware of the effective date for the airport fee changes.

City Manager Gary Esplin advised the airport fee changes should be effective immediately.

**AMENDED MOTION:**

A motion was made by Councilmember Almquist to clarify his motion to say the airport fee changes are effective today and the transit fee changes will be effective January 1, 2014.

**SECOND VOTE:**

The motion was seconded by Councilmember Hughes. Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**ROAD CLOSURE REQUEST:**

**Consider approval of a road closure request for a customer appreciation and truck show event. Performance Diesel, Inc. applicant.**

City Manager Gary Esplin advised there have not been issues with this request in the past.

**MOTION:**

A motion was made by Councilmember Pike to approve the road closure request for Performance Diesel, Inc on November 1<sup>st</sup> and 2<sup>nd</sup>.

**SECOND VOTE:**

The motion was seconded by Councilmember Bunker. Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**FEE WAIVER REQUEST:**

**Consider approval of a fee waiver for the use of J.C. Snow Park for a Cub Scout Day Camp. Jill Davenport, applicant.**

City Manager Gary Esplin advised the only concern staff had was that City ordinance has a section regarding archery in the park.

Amy Brinkerhoff advised they wanted an area for the scouts to shoot bb guns and do archery towards open fields. They will have several adult chaperones and range safety officers.

City Manager Gary Esplin stated he wants the Police Department to approve the set up.

**MOTION:**

A motion was made by Councilmember Almquist to approve the waiver for the use of J.C. Snow Park on October 26<sup>th</sup> and address concerns with regards to archery and bb gun event to be approved by the Police department.

**SECOND VOTE:**

The motion was seconded by Councilmember Hughes. Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye

Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**FEE WAIVER REQUEST:**

**Consider approval of a request to use the 1<sup>st</sup> floor of the Main Street Plaza Parking Garage for the Snow Canyon High School Sadie's Dance. Conner Blozham, applicant.**

Conner Blozham and Cass Edgington with Snow Canyon High School stated they would like to hold their Sadie's dance at the 1<sup>st</sup> floor of the Main Street Parking Garage on October 26<sup>th</sup> from 8:00 p.m. to 11:00 p.m. They will be utilizing the second and third floors for parking. The request is to use the first floor because their school will not allow them to go on the 4<sup>th</sup> floor. Mr. Blozham advised he has been in contact with representatives from the Main Street Plaza and will contact other businesses in that area. Students attending must present tickets or they will be turned away.

City Manager Gary Esplin stated JMI has given approval.

**MOTION:** A motion was made by Councilmember Bunker to approve the special events permit to hold a Sadie's dance on the first floor of the Main Street Plaza on October 26<sup>th</sup>.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**ROAD CLOSURE REQUEST:**

**Consider approval of a road closure request for the Dixie State University Homecoming Parade. Jordan Sharp, applicant.**

Del Beatty, Dean of Students, advised the students want to interact more with the community. A schedule of events was handed out. They are requesting a road closure for the homecoming parade. Roads to be closed will be 100 South from 800 East to 100 West on Saturday, October 26<sup>th</sup> from 8:00 a.m. to 11:30 a.m.

**MOTION:** A motion was made by Councilmember Almquist to approve the road closure request.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**FEE WAIVER REQUEST:**

**Consider approval for a Drive-In-Movie event and fee waiver for use of the Ridge Top Complex. Jordan Sharp, Dixie State University, applicant.**

Jordan Sharp advised they would like to host a free Drive-In-Movie for all of the community to attend. The movie being shown will be Despicable Me 2. In addition to using the Ridge Top Complex, they are requesting a fee waiver as well.

**MOTION:** A motion was made by Councilmember Pike to approve the event permit and waive the fee for the Drive-In-Movie event to be held at the Ridge Top Complex on October 22, 2013.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye

Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Councilmember Pike inquired if the Councilmembers could give them a decision about the concert they would like to host.

City Manager Gary Esplin stated there have been meetings with staff. There are several concerns such as the date since it will be during spring break as well as access. He feels the Ridge Top Complex is a great venue, however, there details to be worked out. This request can be brought back to a work meeting.

Mr. Beatty stated they are considering two groups and will need to have them booked as soon as possible so that the venue is locked.

**FEE WAIVER REQUEST:**

**Consider approval of a fee waiver request for the use of Crosby Confluence Park for a Spooky Sprint Family 5K. Diane Callister, applicant.**

Diane Callister, with Utah Foster Care stated the request is to waive the event fee for a family fun run to raise awareness of Utah Foster Care and to raise money for children currently in foster care.

**MOTION:** A motion was made by Councilmember Bunker to approve the fee waiver.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**ROAD CLOSURE/FEE WAIVER REQUEST:**

**Consider approval of a road closure and special event permit fee waiver request for a Fall Carnival Block Party. Karlinda Madrid, applicant.**

Karlinda Madrid advised they have held this event for the past eight years. This is an annual neighborhood party and will be held on 300 North from 300 West to 400 West. Utah Barricade will close the streets and they have been working with Captain Staley to coordinate security.

**MOTION:** A motion was made by Councilmember Hughes to approve the fee waiver and road closure on October 11, 2013.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AGREEMENT:**

**Consider approval of a Reuse Water Exchange Agreement with Sun River.**

City Manager Gary Esplin advised the request is to exchange the water rights owned by Sun River for reuse water at a 3:1 exchange rate. Sun River will transfer 1,674 AF of water rights in exchange for 556 AF of reuse water, delivered to the golf course. The City is currently supplying reuse water to Sun River through an agreement between Sun River and the Shivwits.

**MOTION:** A motion was made by Councilmember Almquist to approve the exchange agreement with Sun River and the City for the reuse water at 3:1 exchange rate and with 10% over cost of production to be paid to the City.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**AGREEMENT:**

**Consider approval of a Sewer Agreement with The Ridge Townhomes Association.**

City Manager Gary Esplin advised the agreement is with The Ridge Townhomes Association. The City has made an offer with HOA's throughout the City to maintain sewer systems if they fit City standards.

**MOTION:** A motion was made by Councilmember Bunker to approve The Ridge Sewer agreement.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin stated as part of cost, the City will receive two plots near the Legacy Development from Kay Traveller. The plots will be sold and funds will be used to bring these lines up to standard.

**ANNUAL ACTION PLAN:**

**Consider approval of the Annual Action Plan for FY 2014 under the Federal Community Development Block Grant (CDBG) program.**

CDBG Administrator Karen Christensen advised last May the City had done the public hearing and noticing; however the City Council has not voted on the matter. Items included are allocation of approximately \$3,000.00 to go to the homeless, \$100,000.00 set aside for the down payment assistance and \$10,000.00 for KONY's Coins for Kids program.

**MOTION:** A motion was made by Councilmember Hughes to approve the annual action plan for 2014.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**RIDGE TOP COMPLEX REQUEST:**

**Consider approval of a request to use the Ridge Top Complex for a Sports Car Club event. Ryan Johnson, applicant.**

Ryan Johnson advised they held this same event earlier in the year and have held two events in this location previously. He presented a power point presentation which covered the following topics: Solo Events Illustrated; A brief description of Solo; Some important facts to know; Insurance coverages and limits; and Registration and Tech Inspections. They expect to have approximately 60-70 cars attend and have to be members of the club to participate. The event is free to spectators and all spectators are required to sign a waiver. In the past, they have paid \$75.00 per day for the application fee and \$125.00 for the event.

City Manager Gary Esplin advised the Councilmembers can approve a fee structure similar to last year. Generally, fees are waived for groups that are non-profit.

Mr. Johnson stated they are not a non-profit, rather they are a not-for-profit organization. He asked Bill Swensen for a fee structure but have not received one as of yet. He realizes the fee for the use of the Ridge Top Complex has increased.

**MOTION:** A motion was made by Councilmember Pike to approve the request to use the Ridge Top Complex and utilize the fee structure from last year.  
**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**MINUTES:**  
**Consider approval of minutes of the City Council meeting held on August 15, 2013.**

**MOTION:** A motion was made by Councilmember Bunker to approve the minutes as presented.  
**SECOND:** The motion was seconded by Councilmember Hughes .  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**MINUTES:**  
**Consider approval of minutes of the City Council meeting held on August 21, 2013.**

**MOTION:** A motion was made by Councilmember Bunker to approve the minutes as presented.  
**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**ADJOURN TO CLOSED SESSION:**

**MOTION:** A motion was made by Councilmember Hughes to adjourn to a closed meeting to discuss possible litigation and property purchase.  
**SECOND:** The motion was seconded by Councilmember Almquist  
**VOTE:** Mayor McArthur called for a roll call vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye  
Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**RECONVENE AND ADJOURN:**

**MOTION:** A motion was made by Councilmember Pike to reconvene and adjourn.  
**SECOND:** The motion was seconded by Councilmember Almquist.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Almquist - aye

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Councilmember Nickle - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

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Christina Fernandez, City Recorder

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

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, October 3, 2013 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

1. CONSENT CALENDAR - None Scheduled
2. BID OPENINGS
  - A. Consider award of bid for four (4) 2014 Dodge Chargers for the Police Department.
  - B. Consider award of bid for 2013 Vacuum Sweeper with a 5 year buy back option for the Streets Department.
  - C. Consider award of bid for the Virgin River Trail South C Project.
  - D. Consider award of bid for the annual purchase of Polymer product for the Wastewater Department.
3. PUBLIC HEARINGS – None Scheduled
4. ORDINANCES – None Scheduled
5. RESOLUTIONS
  - A. Consider approval of a resolution to approve an interlocal agreement between the City and the Southwest Special Services District to provide fire response services to the Ledges and Trails areas of the City.
  - B. Consider approval of a resolution to update Transit fees.
  - C. Consider approval of a resolution to update Airport rates and fees.
6. STAFF REPORTS
  - A. Consider approval of a road closure request for a customer appreciation and truck show event. Performance Diesel Inc., applicant.
  - B. Consider approval of a fee waiver for the use of J.C. Snow Park for a Cub Scout Day Camp. Jill Davenport, applicant.
  - C. Consider approval of a request to use the 1<sup>st</sup> Floor of the Main Street Plaza Parking Garage for the Snow Canyon High School Sadie's Dance. Conner Bloxham, applicant.
  - D. Consider approval of a road closure request for the Dixie State University Homecoming Parade. Jordan Sharp, applicant.
  - E. Consider approval of a fee waiver request for the use of Crosby Confluence Park for a Spooky Spring Family 5K. Diane Callister, applicant.
  - F. Consider approval of a road closure and special event permit fee waiver request for a Fall Carnival Block Party. Karlinda Madrid, applicant.
  - G. Consider approval of a Reuse Water Exchange Agreement with Sun River.

- H. Consider approval of a Sewer Agreement with The Ridge Townhomes Association.
  - I. Consider approval of the Annual Action Plan for FY 2014 under the Federal Community Development Block Grant (CDBG) program.
  - J. Consider approval of a request to use the Ridge Top Complex for a Sports Car Club event. Ryan Johnson, applicant.
  - K. Appointments to boards and commissions of the City.
  - L. Request a closed session.
7. MINUTES
- A. Consider approval of the minutes of the City Council meeting held on August 15, 2013.
  - B. Consider approval of the minutes of the City Council meeting held on August 21, 2013.
8. ADJOURNMENT

  
Christina Fernandez, City Recorder

  
Date

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

**ADDENDUM TO THE CITY COUNCIL MEETING AGENDA  
OF THE CITY OF ST. GEORGE,  
WASHINGTON COUNTY, UTAH**

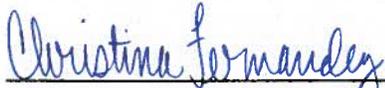
**Public Notice**

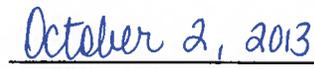
Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting at the St. George City Office, City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, October 3, 2013 commencing at 4:00 p.m.

The addendum to the agenda is as follows:

**6. STAFF REPORTS**

- M. Consider approval for a Drive-In-Movie event and fee waiver for use of the Ridge Top Complex. Jordan Sharp, Dixie State University, applicant.

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

  
\_\_\_\_\_  
Date

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

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

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**Date Submitted** 2013-09-27 16:38:30**Applicant** C. Hood**Quick Title** Bid Award**Subject** (4) 2014 Dodge Chargers for Police Department**Discussion** Local Vendor Stephen Wade Dodge submitted the low bid at \$ 26,125.00 each. Only two bis received.**Cost** \$104,500.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Courtney Stephens/FI**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** Within the amount approved in this years budget for 6 Replacement vehicles. Amount for 6 vehicles was 219,600.00

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

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**Date Submitted** 2013-09-27 13:17:11

**Applicant** Courtney Stephens

**Quick Title** Bid award

**Subject** 2013 Vacuum Sweeper with 5 year buy back option

**Discussion** Cate Equipment was the only vendor to met all required specifications. Price of unit is \$ 224,970.00 This unit will be purchased for the Streets department.

**Cost** \$224,970.00

**City Manager Recommendation** Approved as part of the 2013-2014 fiscal budget. Recommend approval.

**Action Taken**

**Requested by** C. Hood

**File Attachments**

**Approved by Legal Department?**

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

**Additional Comments** 120 -180 day delivery. 5 year guaranteed buy back is 33.3% or \$ 75,000.

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

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**Date Submitted** 2013-09-27 10:13:54**Applicant** Millie Cockerill**Quick Title** Bid Award**Subject** Virgin River Trail South C Project**Discussion** 4 Formal bid responses were received for this project. After review of the submitted bids, Interstate Rock submitted the low bid and is a local vendor. See bid tab summary. Total price they submitted for the project plus 2 alternates was \$ 121,432.45**Cost** \$121,432.45**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** C. Hood**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments** The project is located approximately of 1500 linear feet north of the intersection of Bluegrass Way and Arrowhead Canyon Drive at the intersection of the two existing trails in Sunriver. Alternate #1 adds 40 linear feet of barrier fencing and alternate #2 adds installation of (2) benches, (1)Trash recepticle, (1) Bike rack and (2) umbrellas.

9/24/2013

VIRGIN RIVER TRAIL, SOUTH C

VIRGIN RIVER TRAIL, SOUTH C

No.	Construction Item	Unit	Est. Quantity	PCI		Red Canyon Contracting		Interstate Rock		Royal T Enterprises	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>BASE BID</b>											
1	Mobilization	LS	1.00	12,412.00	12,412.00	9,058.50	9,058.50	9,700.00	9,700.00	10,000.00	10,000.00
2	Sediment & Erosion Control Track out Pad	LS	1.00	5,800.00	5,800.00	2,750.00	2,750.00	1,000.00	1,000.00	1,000.00	1,000.00
3	Clear and Grub	LS	1.00	5,800.00	5,800.00	2,200.00	2,200.00	445.00	445.00	1,000.00	1,000.00
4	Earthwork	CY	155.00	55.68	8,630.40	22.00	3,410.00	21.60	3,348.00	25.00	3,875.00
5	Drainage Swale	LF	700.00	6.96	4,872.00	5.50	3,850.00	1.40	980.00	5.00	3,500.00
6	Rip Rap at keyway for culverts 4-6"	CY	0.30	1,160.00	34.80	110.00	33.00	485.00	139.50	1,000.00	300.00
7	Landscape Rock Mulch (2" thick) at drainage swale	CY	20.00	55.68	1,113.60	59.97	1,198.40	65.00	1,300.00	100.00	2,000.00
8	Pit Run for Sink Holes (6" minus)	LF	125.00	27.84	3,480.00	11.00	1,375.00	19.10	2,387.50	20.00	2,500.00
9	Storm Drain Pipe - 6" PVC SCH 40	LF	165.00	16.24	2,679.60	16.17	2,668.05	12.75	2,103.75	20.00	3,300.00
10	Untreated Roadbase - 6" thick	CY	760.00	39.44	29,974.40	33.03	25,102.80	36.35	27,626.00	20.00	15,200.00
11	Asphalt Surface Course - 2.5" thick	SF	26,980.00	1.38	37,232.40	1.44	38,851.20	1.45	39,121.00	1.45	39,121.00
12	Raise/Lower Sewer Manhole	EA	1.00	696.00	696.00	330.00	330.00	520.00	520.00	1,000.00	1,000.00
13	Concrete Collar Sewer Manhole	EA	1.00	696.00	696.00	330.00	330.00	385.00	385.00	300.00	300.00
14	Striping	LF	2,698.00	0.43	1,160.14	0.39	1,052.22	0.40	1,079.20	0.40	1,079.20
15	Signage	EA	4.00	348.00	1,392.00	256.83	1,027.32	100.00	400.00	500.00	2,000.00
16	Concrete Paving	SF	400.00	7.11	2,844.00	6.60	2,640.00	7.60	3,040.00	8.00	3,200.00
<b>BASE BID SUBTOTAL</b>					<b>118,817.94</b>		<b>95,877.49</b>		<b>93,574.95</b>		<b>89,375.20</b>
<b>ADDITIVE ALTERNATE #1</b>											
17	Barrier Fencing	LF	650.00	40.95	26,617.50	43.03	27,969.50	40.55	26,357.50	47.00	30,550.00
<b>ADDITIVE ALTERNATE #2</b>											
Install owner provided benches (2), trash receptacle											
18	(1), bicycle racks (1), umbrellas (2).	LS	1.00	5,800.00	5,800.00	2,805.00	2,805.00	1,500.00	1,500.00	3,000.00	3,000.00
<b>BID TOTAL</b>					<b>151,234.84</b>		<b>126,551.99</b>		<b>121,432.45</b>		<b>122,925.20</b>

126651.99  
121432.45  
5219.54

6,071.62

122925.2  
121432.45  
1492.75

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

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**Date Submitted** 2013-09-26 12:44:40**Applicant** Eric Richens**Quick Title** Annual Blanket Bid Award**Subject** Annual purchase of Polymer product for Watsewater Department**Discussion** This is annual award for the Polymer prodcut used at the Wastewater Treatment Plant. The cost this year have increased by (waiting for updated information from supplier) per lb. The new per lb rate is (waiting for updated information from supplier) \$ in comparison to last year. This prodcut as continuously been proven tp be more cost effective as it does not require as much product to treat the same amount of waste as those used in the past.**Cost** \$195,000 (nte)**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** C. Hood**File Attachments****Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Annually we treat about 3 to 4 batches. The amount requested above covers the maximum needed to treat 4 batches (or 4 times this fiscal year).

**DRAFT**Agenda Item Number : **5A****Request For Council Action****Date Submitted** 2013-09-27 19:54:13**Applicant** Shawn Guzman**Quick Title** Resolution to Approve Interlocal Agreement**Subject** Resolution to approve an Interlocal Agreement between the City and the Southwest Special Services District to provide fire response services to the Ledges and Trails areas of the City.**Discussion** Under this agreement, the Southwest Special Services District agrees to respond to fire calls within the Ledges and Trails areas in exchange for the City waiving certain development related fees for the construction of a new fire station for the district located within the City adjacent to Winchester Hills.**Cost** \$0.00**City Manager Recommendation** This is a win-win for all parties. New fire insurance regulations have increased the insurance classification for homes in this area. This new fire station and corresponding agreement will allow the classification to be lowered. In the past we have waived certain fees for other govt. units such as schools but not waived the impact fees.**Action Taken****Requested by** Shawn Guzman**File Attachments** [130813 Ledges Fire Protection Interlocal Agreement](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments** Agreement needs to include all the area located within the city limits within a five mile radius of the proposed fire station for initial fire response, and not limited to the Ledges and Trails subdivisions but include all areas within the five mile zone. The City of St. George Fire Department will respond to all emergency incidents in the area covered by the agreement, the Southwest Special Service District will only be the initial response agency for fire response along with the St. George Fire Department. Chief Stoker**Attachments** [130813 Ledges Fire Protection Interlocal Agreement](#)

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

A RESOLUTION APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. GEORGE, UTAH, AND THE SOUTHWEST SPECIAL SERVICES DISTRICT REGARDING FIRES SERVICES FOR THE LEDGES AND THE TRAILS

WHEREAS, The Southwest Special Services District (“the District”) was created in 1997 in order to provide fire protection services to the currently unincorporated subdivisions of Winchester Hills and Diamond Valley in Washington County, Utah; and

WHEREAS, The Ledges subdivision (“the Ledges”) as well as the area known as The Trails development (“the Trails”) are located immediately to the south of Winchester Hills, and are within the incorporated area of the City of St. George (“the City”); and

WHEREAS, The District owns real property within the incorporated area of the City adjacent to Winchester Hills; and

WHEREAS, The District plans to erect a new fire station on this real property and the fire station will be closer in proximity to the Ledges and the Trails than any fire station currently operated by the City; and

WHEREAS, The City customarily charges various development, impact, or other fees related to building construction and land development; and

WHEREAS, Title 11, Chapter 13, Utah Code Annotated (1953, as amended) provides for interlocal cooperation between local governmental units; and

WHEREAS, The City and the District desire to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage; and

WHEREAS, The City desires that the District respond to fire related emergencies in the Ledges and The Trails, and the District desires that the City waive all City imposed construction fees for the new fire station; and

WHEREAS, The City has determined that it is in the best interest of the City to enter into an interlocal cooperation agreement with the District for the provision of fire services.

NOW, THEREFORE, at a regular meeting of the St. George City Council, duly called, noticed, and held on the     day of     2013, upon motion duly made and seconded, it is unanimously resolved that the attached Interlocal Agreement between the City and the District is hereby approved and shall be executed by the Mayor of the City of St. George, Utah.

APPROVED AND ADOPTED this \_\_\_\_\_ of \_\_\_\_\_, 2013.

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Daniel D. McArthur, Mayor

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Christina Fernandez, City Recorder

INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF ST. GEORGE AND THE SOUTHWEST SPECIAL  
SERVICE DISTRICT REGARDING FIRE SERVICES FOR THE LEDGES  
SUBDIVISION

This Interlocal Cooperative Agreement (the "Agreement") is entered into by and between the City of St. George, a Utah municipal corporation ("St. George" or "the City"), and the Southwest Special Service District, a body corporate and politic of the State of Utah ("the District").

RECITALS

- A. The District was created in 1997 in order to provide fire protection services to the currently unincorporated subdivisions of Winchester Hills and Diamond Valley.
- B. The Ledges subdivision ("the Ledges") as well as the area known as The Trails development ("the Trails") are located immediately to the south of Winchester Hills, and are within the incorporated area of St. George.
- C. The District owns real property adjacent to Winchester Hills and the Ledges; the property is within the incorporated area of St. George.
- D. The District plans to erect a new fire station on this real property; the fire station will be closer in proximity to the Ledges and the Trails than any fire station currently operated by St. George.
- E. St. George customarily charges various development, impact, or other fees related to building construction and land development.
- F. Title 11, Chapter 13, Utah Code Annotated (1953, as amended) provides for interlocal cooperation between local governmental units.
- G. St. George and the District desire to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage.
- H. St. George desires that the District responds to fire related emergencies in the Ledges and The Trails, and the District desires that St. George waives all construction fees for the new fire station.

THEREFORE, the parties agree as follows:

1. Services to be provided by the Southwest Special Service District. The District shall be the initial response agency and shall otherwise provide fire protection services for reported fires in the Ledges and the Trails as set forth in Exhibit A.

2. Consideration from St. George City to the Southwest Special Service District. As consideration for the fire protection services outlined in Paragraph 1 above, St. George City shall waive any and all fees it would otherwise charge for the construction of the fire station, including but not limited to inspection, filing, and impact fees as set forth in Exhibit B. However, the waiver of fees related to plan review, site inspection, and building inspection is contingent upon the reviews and inspections being conducted by Washington County. St. George City will remain responsible for any final inspections unless it expressly requests that Washington County personnel perform the inspections.

3 Term. This Agreement shall take effect upon the effective date as described in Paragraph 8 below. Thereafter, this Agreement shall be and remain in force until such time as the City constructs a fire station within five miles of the Ledges or until December 31, 2023, whichever occurs first.

4. Termination. Either party may terminate this Agreement upon six months written notice to the other party. However, if the District is the terminating party, termination shall not occur until the District has paid St. George a portion of the fees waived pursuant to this agreement. The amount of fees owed shall be calculated by deducting 10% of the total waived fees for each full calendar year the Agreement has been in place. E.g., in 2014 the District would pay 100% of the waived fees; in 2019 it would pay 50%.

5. District to hold St. George harmless and indemnify. The Southwest Special Service District agrees to hold St. George City harmless and indemnify the City from any action arising out of the negligence of District employees and volunteers in the course of providing fire protection services to the Ledges under this Agreement. It shall not be responsible for, nor hold St. George harmless from those acts caused by the negligence of St. George, its agents, and officers.

6. Interlocal Cooperation Act. In satisfaction of the requirements of the Utah Interlocal Cooperation Act, and in connection with this agreement, the Parties agree as follows:

A. This Agreement shall be authorized by resolution of the governing bodies of each Party;

B. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party;

C. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party;

D. Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any duty or obligation required of it pursuant to this Agreement, and for any financing of such costs;

E. No interlocal entity or any other separate legal entity is created as a result of this Agreement; and

F. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement.

7. Counterparts. This Agreement may be executed in counterparts.

8. Effective Date. The effective date of this Agreement shall be the date that the parties have signed the Agreement, adopted a resolution of approval of this Agreement, and filed the Agreement with the keeper of the records.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF ST. GEORGE

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel D. McArthur, Mayor

\_\_\_\_\_  
Shawn M. Guzman,  
St. George City Attorney

ATTEST:

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

Date: \_\_\_\_\_

SOUTHWEST SPECIAL SERVICE DISTRICT

APPROVED AS TO FORM:

\_\_\_\_\_  
Bernie Bank, Chairman

\_\_\_\_\_  
Eric Clarke, Deputy  
Washington County Attorney

ATTEST:

\_\_\_\_\_  
Susan Garner, Secretary

Date \_\_\_\_\_

EXHIBIT "A"

**AREA TO BE SERVICED BY THE DISTRICT**

**EXHIBIT "B"**

**FEES WAIVED BY ST. GEORGE**

**DRAFT**Agenda Item Number : **5B****Request For Council Action**

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**Date Submitted** 2013-09-30 14:53:33**Applicant** Fred Davies**Quick Title** Update Transit Fees**Subject** Consider approval of a Resolution to modify Transit Fees.**Discussion** For many years SunTran has been offering discounts to disabled, medicare card holders and senior citizens on the bulk passes. However, due to significant abuse of discount bulk passes and the need to increase revenue SunTran has reevaluated their practices. Fred Davies checked with the FTA who clarified that they only require discounts on fare box passes (single rides) for these citizens. Therefore the proposed revision will discontinue sale of discount bulk (day, month or semester) passes. This change will generate an estimated \$52,000 annually.**Cost** \$0.00**City Manager  
Recommendation****Action Taken****Requested by** Larry H. Bulloch**File Attachments** RESOLUTION ON TRANSIT FEES.pdf**Approved by Legal  
Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** RESOLUTION ON TRANSIT FEES.pdf

**DRAFT**Agenda Item Number : **5B****Request For Council Action**

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**Date Submitted** 2013-09-30 14:53:33**Applicant** Fred Davies**Quick Title** Update Transit Fees**Subject** Consider approval of a Resolution to update Transit Fees.**Discussion** Discussed in City Council work meeting.**Cost** \$0.00**City Manager Recommendation** Recommend approval of these rate adjustments as they are more fair and will help with the revenue picture.**Action Taken****Requested by** Larry H. Bulloch**File Attachments** RESOLUTION ON TRANSIT FEES.pdf**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** RESOLUTION ON TRANSIT FEES.pdf

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

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH  
REGARDING THE  
OFFERING OF BULK DISCOUNT TRANSIT FEES**

**WHEREAS**, the City of St. George, under the direction of the Transit Manager, operates the city transit system; and

**WHEREAS**, the City of St. George established the transit system with the goal of providing a safe, clean, and reliable mass transportation option for the citizens of St George; and

**WHEREAS**, the City of St. George transit system is consistently growing and changing: and

**WHEREAS**, the City of St. George transit system has grown to a near capacity ridership throughout the system: and

**WHEREAS**, the regular bulk passes are sold at a considerable discount: and

**WHEREAS**, the Federal Transit Administration does not require additional half-fare discounts on already discounted bulk fares; and

**WHEREAS**, the Mayor and City Council desire to continue to offer mass transportation to the public and visitors of the City of St George.

**BE IT THEREFORE RESOLVED**, the City of St. George, adopt the Transit Fee Schedule dated October 3, 2013.

CITY OF ST. GEORGE

ATTEST

\_\_\_\_\_  
Daniel D. McArthur, Mayor  
St. George City

\_\_\_\_\_  
Christina Fernandez, City Recorder  
St. George City

Date this \_\_\_\_ day of October, 2013

**City of St. George Transit Fares**  
**Fee Schedule**  
**October 3, 2013**

Fixed Route Bus	Current Fare		Proposed Fare	
	Regular	Discounted	Regular	Discounted
Single Ride	\$ 1.00	\$ 0.50	\$ 1.00	\$ 0.50
Ten Ride Card	\$ 10.00	\$ 5.00	\$ 10.00	\$ 5.00
Day Pass	\$ 2.50	\$ 1.25	\$ 2.50	not offered
Month Pass	\$ 30.00	\$ 15.00	\$ 30.00	not offered
Semester Pass (Fall, Spring)	\$ 90.00	\$ 45.00	\$ 90.00	not offered
Semester Pass (Summer)	\$ 45.00	\$ 22.50	\$ 45.00	not offered

**Note: Discounted fares apply to qualified disabled or senior citizens only.**

**DRAFT**Agenda Item Number : **5C****Request For Council Action**

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**Date Submitted** 2013-09-30 14:51:49**Applicant** Rich Stehmeier**Quick Title** Update Airport Rates and Fees**Subject** Consider approval of a Resolution to update fees charged at the St. George Municipal Airport.**Discussion** Minor adjustments to fees at the new Airport as discussed at the City Council work meeting.**Cost** \$0.00**City Manager Recommendation** Recommend approval. Minor adjustments and changes to allow us to cover our costs.**Action Taken****Requested by** Larry H. Bulloch**File Attachments** Resolution and Airport Fee Schedule 10-3-13.**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** Resolution and Airport Fee Schedule 10-3-13.

**RESOLUTION # \_\_\_\_\_**

**RESOLUTION TO CHANGE THE FEES, CHARGES AND RATES  
SCHEDULE AT THE ST. GEORGE MUNICIPAL AIRPORT**

WHEREAS, the City of St. George operates the St George Municipal Airport; and

WHEREAS, the City of St. George Municipal Airport continues to grow and develop; and

WHEREAS, the current Fees, Charges and Rates Schedule does not address Commercial/Charter Operation, Restaurant or Retail Concession, Independent Flight Instructor or A & P Mechanic fees at the Airport; and

WHEREAS, current fees collected for Security Badging are insufficient to cover the cost of required Security Badging activities; and

WHEREAS, the City of St George desires that said Airport be self-sustaining; and

WHEREAS, said changes to the Fees, Charges and Rates Schedule will assist said Airport to be self-sustaining in the future,

BE IT THEREFORE RESOLVED, the City of St. George, adopt the St George Municipal Airport, Fees, Charges and Rates Schedule dated October 3, 2013.

CITY OF ST. GEORGE

ATTEST

\_\_\_\_\_  
Daniel D. McArthur, Mayor  
St. George City

\_\_\_\_\_  
Christina Fernandez, City Recorder  
St. George City

Date this \_\_\_\_ day of October, 2013

# ST GEORGE MUNICIPAL AIRPORT

## Fees, Charges and Rates Schedule

October 3, 2013

FEES, CHARGES AND RATES	CURRENT FEES	PROPOSED FEE CHANGES
<b>LANDING FEES</b>		
> 12,500 lbs.	\$1.05 / 1,000 lbs.	
< 12,500 lbs.	None	
General Aviation Aircraft	None	
Military Aviation Aircraft	None	
<b>COMMERCIAL/CHARTER OPERATIONS</b>		
COMMERCIAL APRON PARKING FEE	\$0.00	\$50.00
COMMERCIAL AIRCRAFT OPERATOR PERMIT	\$0.00	\$1,000.00 Annually
BAGGAGE PROCESSING AREA FEES	\$0.00	\$0.60 per
BOARDING AREA FEE	\$0.00	Enplaned and Deplaned Passenger Includes Baggage, Boarding, Jet Bridge and Ticketing Area
JET BRIDGE FEE	\$0.00	
TICKETING AREA FEE	\$0.00	
<b>FUEL FLOWAGE FEES</b>		
Brought onto Airport/Self-Fueled	\$.06 / gallon	
Purchased from FBO/Airport	\$.06 / gallon	
<b>RENTAL CAR FEES</b>		
Rental Car Spaces	10% of Gross Rev or \$1.50 / sq. ft.	
Equipment Repair and Replacement	\$15.00 Per Space/Monthly \$0.00	
<b>GROUND LEASE RATES &amp; FEES</b>		
<i>Improved Lands</i>		
Improved lands and paved apron areas	\$.30 / sq. ft. per year	
<i>Unimproved Lands</i>		
Runway Area		
Airside		
Landside	\$.18 / sq. ft. per year	
<b>BASED AIRCRAFT TIE-DOWN FEES</b>		
<12,500 lbs.	\$35.00 monthly	
>12,500 lbs.	\$50.00 monthly	
Turbine Engine	\$100.00 monthly	
<b>TRANSIENT AIRCRAFT TIE DOWN FEES:</b>		
Daily Single Engine < 12,500 lbs.	\$15.00 daily	
Daily Twin Engine or > 12,500 lbs.	\$25.00 daily	
Turbine Engine		
<b>TERMINAL BUILDING VEHICLE PARKING FEES</b>		
Lost Ticket Fee	First hour free: \$4.00 daily	
<b>TERMINAL BUILDING OFFICE &amp; SPACE RENTAL</b>		
Monthly Rental	\$1.50 / sq. ft. per month	
Conference Room	\$30.00 / hr. or \$100.00 daily	
Restaurant Concession	\$0.00	10% of Gross Revenue
Retail Concession	\$0.00	10% of Gross Revenue
<b>SECURITY FEES</b>		
Tenant Gate Access Card	\$20.00 per card	\$25.00 Per Card
SIDA Photo Badge & Background Check	\$50.00 each badge	\$65.00 Each Badge
Un-returned or Lost Security Badge Fee	\$75.00 each	
<b>ADVERTISING FEE</b>		
Telephone Board/Kiosk Display	\$30.00 / month	
Large Terminal Wall Display	\$200.00 / month	
<b>GROUND TRANSPORTATION FEES</b>	\$50.00 / month	
<b>SASO OPERATING PERMIT FEES</b>	\$1,000.00/annually	
<b>INDEPENDENT FLIGHT INSTRUCTOR/A&amp;P FEE</b>	\$0.00	\$100.00/annually
<b>EMERGENCY EQUIPMENT STANDBY FEES</b>		
ARFF Equipment after hours Standby Fees	\$100.00 / hour	
Hazmat Response and Clean Up	\$100 / hour plus disposal cost	
Airport Equipment Fee	\$100.00 / hour	

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

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**Date Submitted** 2013-09-24 17:41:16**Applicant** Justin Oliekan**Quick Title** PDI Customer Appreciation & Truck Show**Subject** Review and consideration of approval for a road closure request on Industrial Road at Red Rock Road.**Discussion** The City has received a request from Performance Diesel Inc. to permit a Customer Appreciation and Truck Show event on Friday, November 1st thru Saturday, November 2nd. This annual event is free to the public with a Saturday lunch and truck light show in the evening.**Cost** \$0.00**City Manager Recommendation** This event has been held in the past without any problems that I am aware of. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

October 3, 2013

City Council Meeting

**Staff Reports**

Agenda Item 6 A

Special Event **PDI Customer Appreciation & Truck Show**

Applicant Justin Oliekan, Performance Diesel Inc.

- a. Consideration of approval for a road closure request on Industrial Road at Red Rock Road.

The City has received a request from Performance Diesel Inc. to approve a road closure for the 4<sup>th</sup> Annual Customer Appreciation and Truck Show event on Friday, November 1st thru Saturday, November 2nd. This annual event is free to the public with a Saturday lunch and truck light show in the evening.

**PDI DYNO EVENT & TRUCK SHOW**  
**November 1 - 2, 2013 | Performance Diesel Inc. | St. George, UT**

**Performance Diesel Inc. (PDI) of St. George, Utah will be hosting their fourth annual Customer Appreciation Dyno Event and Truck Beauty Contest. The event will take place Friday, November 1 through Saturday, November 2, 2012, at their headquarter facilities located at 687 North Industrial Road.**

**Held each year, customers and vendors combine to make a great family event that all can enjoy. Spectators can watch the most powerful trucks in North America run on the Dyno to see how much horsepower each engine makes. This year *Overdrive* is hosting the Truck Beauty Competition in their National Championship Series. Cash and trophies are awarded to winning trucks in a variety of classes. The competitions are open to anyone with a full or part-time working truck.**

**Don't forget to come out and watch the truck light show at dusk on Friday night. Trucks will be lining the street on Industrial Road. This is an amazing site, not to be missed! All spectators are invited to both days of events free of charge. Bring the whole family and come enjoy the fun!**

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

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**Date Submitted** 2013-09-24 17:27:18**Applicant** Jill Davenport**Quick Title** Cub Scout Day Camp / Zions District**Subject** Review and consideration of a request to waive the Snow Park use fee.**Discussion** The City has received a request to permit a Cub Scout Day Camp on Saturday, October 26 at Snow Park. This event will have 400 attendees and will involve skills and competition for the Cub Scouts.**Cost** \$0.00**City Manager Recommendation** Seems like a good use of the Park. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

October 3, 2013

City Council Meeting

**Staff Reports**

Agenda Item 6 B

Special Event **Cub Scout Day Camp / Zions District**

Applicant Jill Davenport

- a. Consideration of request to waive the JC Snow Park use fee.

The City has received a request to permit a Cub Scout Day Camp on Saturday, October 26 at Snow Park. This event will have 400 attendees and will involve skills and competition for the Cub Scouts.

## SPECIAL EVENT PERMIT APPLICATION

EVENT \_\_\_\_\_

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Page 3 of 5

### EVENT DESCRIPTION

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

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

We are planning a cub scout day camp. There will be about 400 people in attendance. We are having booths for archery, b.b. guns, ultimate frisbey, flag, knots, water rockets, and leave-no-trace relay. We will bring in a couple of ~~port~~ porta johns. The only road we need is the access road into Snow Park.

As far as insurance -  
BSA has insurance and the  
LDS church has insurance to cover these  
events.

# St George, Utah City Code

## Chapter 3

### PUBLIC PARKS

#### **7-3-1: RULES, REGULATIONS AND REQUIREMENTS:**

J. Golf and Archery: Practicing, playing or using park areas for golf and archery is prohibited.

K. Weapons: While in a park, no person shall carry a knife upon their person having a blade of three inches (3") or longer in length, or have possession of, or discharge a BB gun, air rifle, pistol, firearm, bow and arrow, or any other type of dangerous weapon.

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

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**Date Submitted** 2013-09-24 17:00:56

**Applicant** Conner Bloxham

**Quick Title** Snow Canyon High School Sadieâ€™s Dance

**Subject** Review and consideration of a request to use the 1st Floor of the Main Street Plaza Parking Garage for the Sadieâ€™s Dance event.

**Discussion** The City has received a request to permit this event on Saturday, October 26. The dance will involve upwards of 300 attendees with a security plan that includes 2 police officers and 6 chaperons. JMI Property Services has endorsed and submitted a letter of approval for this event.

**Cost** \$0.00

**City Manager Recommendation** Similar to other high school requests to use the parking structure for dances. Recommend approval.

**Action Taken**

**Requested by** Bill Swensen

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

October 3, 2013

City Council Meeting

**Staff Reports**

Agenda Item 6 C

Special Event **Snow Canyon High School Sadie's Dance**

Applicant      Conner Bloxham

- a. Consideration of a request to use the 1<sup>st</sup> Floor of the Main Street Plaza Parking Garage for the Sadie's Dance event.

The City has received a request to permit this event on Saturday, October 26. The dance will involve upwards of 300 attendees with a security plan that includes 2 police officers and 6 chaperons. JMI Property Services has endorsed and submitted a letter of approval for this event.

## SPECIAL EVENT PERMIT APPLICATION

EVENT \_\_\_\_\_

Page 3 of 5

### EVENT DESCRIPTION

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

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

Our event will be held on Saturday, October 26th, during the hours of 8pm - 11pm, at the Main Street Plaza Parking Garage. It is a dance, called Cadies. There will be an upwards of 300 attendants. We will have 2 police officers to supervise and 6 chaperones that will be present for the whole event. There will be loud music, as it is a dance, but it will be at a reasonable volume. Most of the attendants will be high school students, but they will behave properly and we have 6 chaperones, as aforementioned.

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

---

**Date Submitted** 2013-09-24 16:26:01

**Applicant** Jordan Sharp

**Quick Title** Dixie State University Homecoming Parade

**Subject** Consideration and approval of a road closure for the Dixie State University Homecoming Parade.

**Discussion** The City has received a request to close 100 South from 800 East to 100 West on Saturday, October 26 from 8am to 11:30am. The University and City have agreed to move this parade route and ensuing road closure onto Tabernacle St in 2014. City Streets and Police will lend assistance with this road closure.

**Cost** \$0.00

**City Manager Recommendation** Recommend approval.

**Action Taken**

**Requested by** Bill Swensen

**File Attachments**

**Approved by Legal Department?**

**Approved in Budget?** Amount:

**Additional Comments**

October 3, 2013

City Council Meeting

**Staff Reports**

Agenda Item 6 D

Special Event **Dixie State University Homecoming Parade**

Applicant Jordan Sharp, Director of student Involvement & Leadership

- a. Consideration of a request to close a portion of 100 South St for the Dixie State University, 2013 Homecoming Parade.

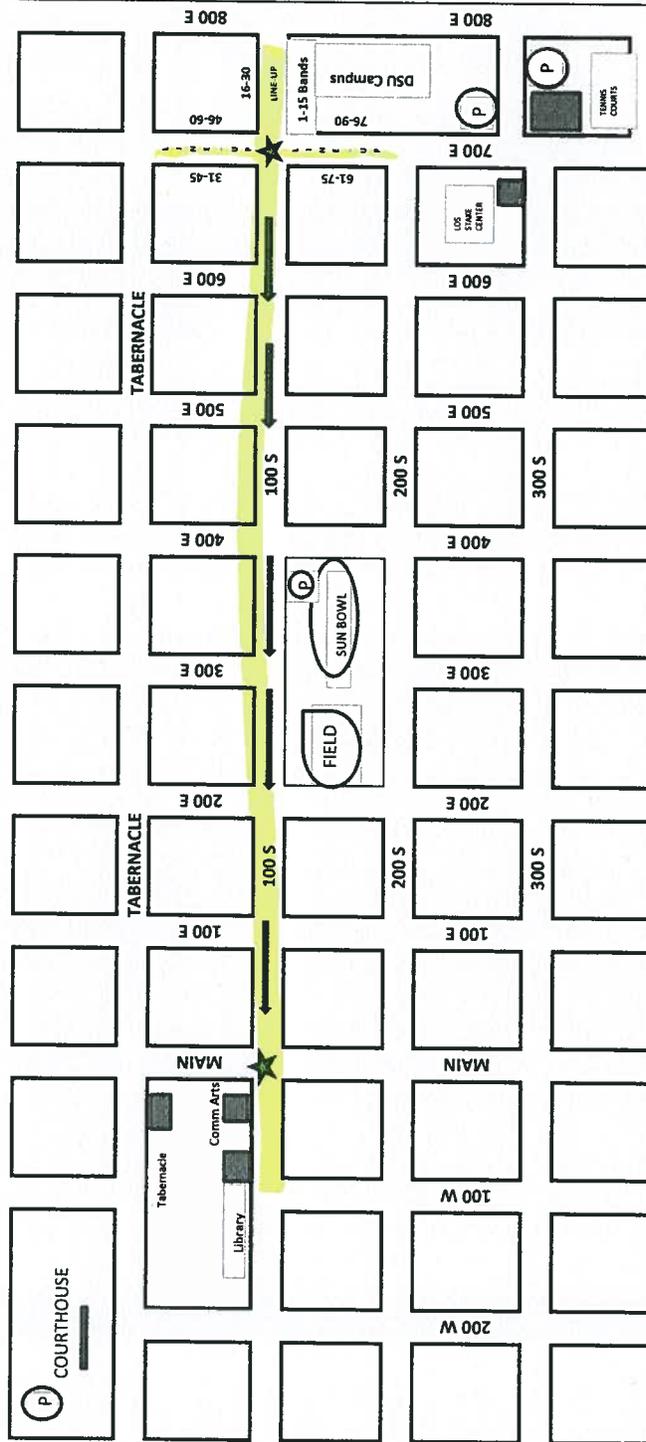
The City has received a request to close 100 South from 800 East to 100 West on Saturday, October 26 from 8am to 11:30am. The University and City have agreed to move this parade route and ensuing road closure onto Tabernacle Street in 2014. The City Streets Division and St George Police Department have lent assistance to this event in prior years.

# DIXIE STATE UNIVERSITY

Homecoming Parade Route 2013

October 26th @ 10 A.M.

Line up @ 9 A.M.



The Dixie State University Homecoming Parade will start at the intersection of 100 South and 700 East. It will proceed West on 100 South—traveling 7 blocks and disassemble at Main St.

The City will close the following streets for line up:

- 1) 100 S. between 700 E. & 800 E.
  - A. South Side: 1-15
  - B. Band in Eccles Parking lot
  - C. North side 16-30
- 2) 700 E. between Tabernacle & 100 S.
  - D. West Side 31-45
  - E. East Side 46-60
- 3) 700 E. between 100 S. & 200 S.
  - F. West Side 61-75
  - G. East Side 76-90

# A BRAND NEW HOMECOMING 2013

## **Miss Dixie State Pageant**

Wed, October 16 at 7:30pm  
Cox Auditorium

## **Homecoming Kick-Off**

Mon, October 21, 9am – 1pm  
Fountain

## **Drive-In Movie**

Tues, October 22, 7pm  
Old Airport

## **Wednes "D" Date Doctor**

Wed, October 23, 7:30pm  
Gardner Ballroom

## **Paint "D" Road**

Thu, October 24, 2pm  
Front of Burns Arena

## **Powderpuff Football Game**

Thu, October 24, 7:30pm  
Hansen Stadium

## **Rock the Mall**

Fri, October 25, Noon  
Gardner Plaza

## **Midnight 5k**

Friday, October 25th, Midnight  
Hansen Stadium

## **Homecoming Parade**

Sat, October 26, 10am  
100 S. (Campus to Main Street)

## **Tailgate Party**

Sat, October 26, 3:45 pm  
Alumni House

## **Football Game**

Sat, October 26, 6pm  
Hansen Stadium

## **Homecoming Dance & True Rebel**

Sat, October 26, 9pm - Midnight  
Fountain



**FOLLOW US!**  
[DIXIESTUDENTLIFE.COM](http://DIXIESTUDENTLIFE.COM)



**DRAFT**Agenda Item Number : **6E**

## Request For Council Action

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**Date Submitted** 2013-09-24 16:04:55

**Applicant** Diane Callister

**Quick Title** Spooky Sprint Family 5k

**Subject** Review of event and consideration of a request to waive the Crosby Confluence Park use fee.

**Discussion** The City has received a request to permit the Spooky Sprint Family 5k event on Friday, October 25 at the Crosby Confluence Park. This family friendly event is in support of the nonprofit Utah Foster Care Foundation.

**Cost** \$0.00

**City Manager Recommendation** Recommend approval.

**Action Taken**

**Requested by** Bill Swensen

**File Attachments**

**Approved by Legal Department?**

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

**Additional Comments**

October 3, 2013

City Council Meeting

**Staff Reports**

Agenda Item 6 E

Special Event **Spooky Sprint Family 5k**

Applicant Diane Callister, Utah Foster Care

- a. Consideration of a request to waive the Crosby Confluence Park use fee.

The City has received a request to permit the Spooky Sprint Family 5k event on Friday, October 25 at the Crosby Confluence Park. This family friendly event is in support of the nonprofit Utah Foster Care Foundation

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

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**Date Submitted** 2013-09-24 15:22:32**Applicant** Karlinda Madrid**Quick Title** Fall Festival Neighborhood Block Party**Subject** Approval of road closure and consideration of a request to waive the Special Event permit fee.**Discussion** The City has received a request to permit a Fall Carnival Block Party on Friday, October 11 that will involve the closure of 300 North from 300 West to 400 West. This event will have games, food and entertainment. The road closure will be completed by a certified traffic control company and the applicant has been advised that all property owners within the one block closure will need to endorse this special event prior to the issuance of a permit.**Cost** \$0.00**City Manager Recommendation** Appears to be a good event for the neighborhood. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

October 3, 2013

City Council Meeting

**Staff Reports**

Agenda Item 6 F

Special Event **Fall Festival Neighborhood Block Party**

Applicant Karlinda Madrid

- a. Consideration of a request to close a portion of 300 North Street for a Neighborhood Block Party.

The City has received a request to permit a Fall Carnival Block Party on Friday, October 11 that will involve the closure of 300 North from 300 West to 400 West. This event will have games, food and entertainment. The road closure will be completed by a certified traffic control company and the applicant has been advised that all property owners within the one block closure will need to endorse this special event prior to the issuance of a permit.

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

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**Date Submitted** 2013-09-30 08:16:41

**Applicant** Water Services Dept.

**Quick Title** Sun River Reuse Exchange Agreement

**Subject** Consider Approval of a Reuse Water Exchange Agreement with Sun River

**Discussion** The Sun River Golf Course would like to exchange water rights in the Virgin River for reuse water at a 3:1 exchange rate. Sun River will transfer 1,674 AF of water rights in exchange for 556 AF of reuse water, delivered to the golf course. Sun River will purchase reuse water at a rate of 10% over the cost of production. The City is currently supplying reuse water to Sun River through an agreement between Sun River and the Shivwits.

**Cost** \$0.00

**City Manager Recommendation** The exchange of water rights would be a great benefit to the City in the long run. Recommend approval.

**Action Taken**

**Requested by** Scott Taylor

**File Attachments** Water Exchange Agreement - City and Sun River - 9-

**Approved by Legal Department?**

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

**Additional Comments**

**Attachments** Water Exchange Agreement - City and Sun River - 9-

## WATER EXCHANGE AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Sun River Golf, LLC, a Utah limited liability company, and Tower Holding, LC, a Utah limited liability company, collectively referred to herein as "SunRiver," and St. George City, a municipal corporation of the State of Utah, referred to herein as the "City." SunRiver and City are referred to herein collectively as the "Parties" or simply as a "Party" as the context permits or requires.

### RECITALS

- A. SunRiver has developed the Sun River St. George residential community, the "Project" consisting of residential housing developments surrounding the Sun River golf course within City's corporate limits.
- B. In connection with development of the Project, SunRiver requires a water supply for the existing golf course and other landscaped areas within the Project. These water requirements were initially supplied by the following water rights owned by SunRiver:  
  
**Water Right No. 81-183** (960.0 acre-feet with ownership divided between Sun River Golf, LLC, 600.0 AF, and Tower Holding, LC, 360.0 AF); and  
**Water Right No. 81-190** (714.06 acre-feet with ownership in Tower Holding, LC), collectively, the "Water Rights."
- C. The Parties recognize that these Water Rights are valuable to the City in its efforts to acquire and distribute water to its residents and businesses for domestic, industrial, commercial, irrigation and other municipal purposes.
- D. City has entered into certain agreements for the development and construction of its Regional Wastewater Plant and wastewater collection facilities for the purposes of collection, treatment, production, pumping and delivery of wastewater effluent ("Reuse Water") to enable the Reuse Water to be utilized for irrigation, recreation, and other non-potable water purposes within and without the City. City currently

delivers irrigation water, including Reuse Water from its Regional Wastewater Plant, to SunRiver's water distribution facilities under SunRiver's agreement with the Paiute Tribe to satisfy SunRiver's water requirements for recreation and irrigation water within the Sun River Development.

- E. SunRiver desires to exchange the Water Rights with City for one or more Irrevocable Commitments of irrigation water, which may include Reuse Water, under which the City will deliver at the presently existing delivery point located near the area of the 18th tee of the Sun River golf course for irrigation, recreation, and other non-potable water use on the Sun River golf course and other landscaped areas within the Project.

NOW, THEREFORE, in consideration of the covenants and undertakings expressed herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the representations stated above, the Parties agree as follows:

1. Incorporation of Recitals. The recitals in paragraphs A through E set forth above, are hereby incorporated by this reference and made a part of this Agreement.
2. Exchange of Water Rights for Irrigation/Reuse Water. In exchanging the Water Rights for the Irrevocable Commitment(s) of Irrigation/Reuse Water, the Parties acknowledge that the Water Rights to be exchanged have their source in the Virgin River. The quality of water in the Virgin River at certain times of the year is high in total dissolved solids and as a result, this water quality limits, without extensive treatment or commingling with higher quality sources, the potential uses to which water under the Water Rights may be applied. This limitation renders the Water Rights less valuable to City than water rights that are not encumbered by this quality limitation and which can be applied to multiple uses. Based on this water quality characteristic, the City finds that it is in the best public interest to exchange Irrigation Water, including Reuse Water, for the Water Rights on an exchange ratio (Irrigation/Reuse Water:Water Rights) on a 1 to 3 basis, i.e. 1.0 acre-foot of Irrigation/Reuse Water for 3.0 acre-feet of Virgin River water under SunRiver's

Water Rights.

3. Title Due Diligence. Within thirty (30) days after execution of this Agreement by the Parties, City shall complete its due diligence title research on the Water Rights and accept the status of SunRiver's title to the Water Rights "as-is," or in the event City's title research reveals defects in the SunRiver's title that are unacceptable to City, City shall send written notice to SunRiver describing the defects, and SunRiver shall have fifteen (15) days from receipt of the written notice to cure the title defects to City's satisfaction. In the event SunRiver is unable or unwilling to remedy the title defects to City's satisfaction within the fifteen (15) days, City may, at its option exercised in writing, waive the defect(s), or terminate this Agreement as to the specific Water Right(s) in which City determines title to be unacceptable. In the event City terminates this Agreement with respect to specific water rights, City will honor the Irrevocable Commitment(s) of Irrigation/Reuse Water, however City will charge SunRiver the published irrigation rate that is then in effect with City on the appropriate amount of the affected water right(s).
4. Closing; Title. The Closing Date for this transaction shall occur at a time and place to be agreed upon by the Parties which shall be no later than sixty (60) days after the execution of this Agreement. On the Closing Date:
  - (a) SunRiver shall convey the Water Rights (except those specific water rights to which the City may have terminated this Agreement because of title defects) to City by one or more Special Warranty Deeds conveying title against all claiming by, through or under SunRiver; and
  - (b) City shall deliver the Irrevocable Commitment(s) of Irrigation/Reuse Water to SunRiver in substantially the forms attached hereto as Exhibit A. Furthermore, on the Closing Date, SunRiver shall represent and warrant that title to the Water Rights conveyed has not been assigned, encumbered, or otherwise pledged for any purpose. This warranty, to the extent not consistent with the terms of paragraph 18 below, shall survive the delivery of the deeds from SunRiver to City

and shall not be merged by the closing of the transaction and delivery of deeds contemplated by this Agreement.

5. Title Update. City shall be responsible for filing the Reports of Water Right Conveyance with the Utah State Engineer ("State Engineer") to update title to the Water Rights in its name. In the event the Utah State Engineer refuses to update title to any of the Water Rights showing City as the owner, SunRiver may, at its sole discretion, challenge, through administrative appeal, and/or appeal the State Engineer's decision regarding title to a court of competent jurisdiction. In the event SunRiver declines to challenge the State Engineer's determination regarding title, or in the event SunRiver unsuccessfully challenges the State Engineer's determination through administrative or judicial action, City shall, upon the entry of a final judgment or decision in the action, honor the Irrevocable Commitment(s) of Irrigation/Reuse Water, however City will charge SunRiver the published irrigation rate that is then in effect with City on the appropriate amount of the affected water right(s).
6. Change Applications. Subject to the restriction of paragraph 8 below, the City may change the points of diversion, place, or nature of use of the Water Rights.
7. Maintaining Point of Diversion in Virgin River. City agrees to maintain at all times, at least one point of diversion (under either of the Water Rights or one or more of its existing water rights) in the Virgin River at or near the points of diversion authorized under the Water Rights to allow the diversion of water from the Virgin River on a temporary basis in the event of damage, repairs, or destruction of the City's pipeline used for water deliveries under the Irrevocable Commitments of Irrigation/Reuse Water.
8. SunRiver's Right to Terminate. Within the three year period next succeeding the execution of this Agreement, SunRiver may at its option terminate this Agreement by giving written notice of its intent to terminate and surrendering the Irrevocable Commitment(s) for Irrigation/Reuse Water to City and City shall prepare and execute

deeds conveying the Water Rights to SunRiver.

9. Cost of Irrigation/Reuse Water. The rate charged by City to SunRiver for Irrigation/Reuse Water delivered by City to SunRiver shall be the unit cost for treatment of Reuse Water calculated for the next preceding fiscal year, plus ten percent (10%) of the unit cost for water treatment and production of Reuse Water. (As an example for illustrative purposes only, assume the unit cost for treatment and production of Reuse Water for fiscal year 2011-2012 as determined by the City was \$0.25/1,000 gallons. The rate charged to Sun River for Reuse Water delivered during the 2012-2013 fiscal year would be \$0.28/1000 gallons ( $\$0.25 + [0.1 \times \$0.25]$ .) The City will bill SunRiver for Reuse Water delivered on a monthly basis and SunRiver will pay the charges within 30 days after receipt of the monthly invoice.

The City's unit cost for treatment and production of Reuse Water will be calculated by adding:

- (a) The direct costs of water treatment and production (including, but not limited to, chlorine, other chemicals and consumables, electrical power, payroll costs and benefits); and
- (b) Indirect costs attributable to water treatment and production (such as internal or interdepartmental charges for services such as accounting, administration, etc.) and then dividing the sum of the direct and indirect costs by the total quantity of Reuse Water produced during the fiscal year.

Before implementing a change in the rate to be charged for Reuse Water at the beginning of a new fiscal year, the City will supply to SunRiver a breakdown showing the various cost's components' contribution to the treatment and production costs for Reuse Water. SunRiver shall have the right (by itself or through agents) to review the computation of City's unit cost for Reuse Water treatment and production. If upon examination of the City's unit price for Reuse Water treatment and production, SunRiver is not satisfied with City's computation, SunRiver may request that City retain an independent consultant acceptable to both Parties to review the

costs associated with Reuse Water treatment and production and make a determination whether the costs are reasonably allocated to Reuse Water treatment and production. The City shall retain and pay the costs of employing the consultant. If the consultant determines that the allocation of costs to Reuse Water treatment and production is appropriate and reasonable, the costs to retain the consultant shall be included in the costs to be paid by SunRiver. In the event the consultant finds that costs are unrelated, or improperly allocated to Reuse Water treatment and production, City shall conform the unit cost of Reuse Water production as recommended by the consultant and the costs and expenses of the consultant shall be paid by City from its funds and shall not be allocated to the cost for Reuse Water treatment and production charged to SunRiver.

10. Assignment. Sun River may sell, transfer, or exchange, in whole or in part, any portion of the Reuse Water to which it is entitled under the Irrevocable Commitment(s) of Reuse Water. However, City does not warranty that it has sufficient capacity in its existing delivery system to be able to transfer the water contemplated in this Agreement to a third-party location. SunRiver's successors or assignees to its interest in the Irrevocable Commitment(s) of Irrigation/Reuse Water shall be responsible for:
- (a) Payment of the rate associated with the Irrigation/Reuse Waters sold, transferred or exchanged, as described above;
  - (b) Any additional pumping charges that may be applicable at the location of delivery of the Irrigation/Reuse Water (if different from the delivery location for SunRiver);
  - (c) Any new pipeline that may be required in order to increase City's capacity for the purpose of delivery to a third-party location; and
  - (d) Any pipeline extension required to transport Irrigation/Reuse Water from City's Reuse system to SunRiver's successor's or assignee's place of use.

11. Notice. All notices, demands, or other writings required to be given under this

Agreement, or which may be given by either Party to the other, shall be deemed to be fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed to the party as follows:

To Sun River:  
Sun River Golf, LC  
ATTN: Darcy Stewart  
1404 W SunRiver Parkway, Ste. 200  
St. George, UT 84790

To City:  
City of St. George  
ATTN: Water Services Director  
175 East 200 North  
St. George UT 84770

The address to which any notice, demand, or other writing may be given, made or sent to any party, as above provided, may be changed by written notice given by the party as above provided.

12. Default; Breach. Upon occurrence of a breach of this Agreement, the Party in breach agrees to pay all damages, costs, and expenses, including a reasonable attorney's fee and legal expenses, incurred by the non-defaulting Party in recovering such damage or enforcing or exercising any remedies under this Agreement or any other rights and remedies. Upon the occurrence of a breach, SunRiver or City, as the case may be, shall notify the other Party in writing of the occurrence.
13. Third Party Beneficiaries. This Agreement and all other agreements, documents, obligations, and transactions contemplated by this Agreement are made for the sole and exclusive benefit of the Parties and are not intended to benefit any third party. No third party may claim any right or benefit or seek to enforce any term or provision of this Agreement, or any other agreement, document, obligation, or transaction contemplated by the Agreement.
14. Integration; Modification. This Agreement, the other agreements, documents, obligations, and transactions contemplated by this Agreement constitute the entire agreement between the Parties, and may not be altered or amended except by written

agreement signed by each party to be bound.

15. Choice of Law. This Agreement shall be governed and construed under the laws of Utah.
16. Savings; Invalidity. With respect to all of the terms, agreements, documents, obligations and transactions contemplated by this Agreement, any provision of which is prohibited or unenforceable in any jurisdiction, as to such jurisdiction only, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable any such provision in any other jurisdiction.
17. Construction. All references in this Agreement to the singular shall be deemed to include the plural if the context requires, and vice versa. References in the collective or conjunctive shall also include the disjunctive unless the context clearly requires a different interpretation.
18. Merger; Successors, Assigns. All agreements, representations, and covenants made herein shall survive the execution and delivery of this Agreement and shall continue in effect so long as any obligation contemplated by this Agreement is outstanding, or unpaid, notwithstanding any termination of this Agreement. All agreements, representations, warranties, and covenants in this Agreement shall bind the party making the same, and any successors, and all rights and remedies in this Agreement shall inure to the benefit of and be enforceable by each party for whom made, and their respective successors.
19. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. A facsimile transmission of an original signature may constitute such counterpart.

WITNESS THE HANDS of the Parties, the day and year first written above.

**Sun River Golf, LLC**

\_\_\_\_\_  
Darcy Stewart, Managing Partner

**Tower Holding, LC**

\_\_\_\_\_  
Darcy Stewart, Managing Partner

**City of St. George**

Attest:

\_\_\_\_\_  
Daniel McArthur, Mayor

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

Approved as to form:

\_\_\_\_\_  
Joseph R. Farnsworth, Asst. City Attorney

**EXHIBIT A**  
**CITY OF ST. GEORGE, UTAH**  
**IRREVOCABLE COMMITMENT OF IRRIGATION/REUSE WATER**  
**(Sun River Golf , LLC)**

THIS IRREVOCABLE COMMITMENT OF IRRIGATION/REUSE WATER is issued in conformance with the terms and conditions of that certain Water Exchange Agreement, "the Agreement," entered into by and between Sun River Golf, LLC, Tower Holding, LC and the City of St. George, dated \_\_\_\_\_, 2013, a copy of which is affixed hereto and incorporated by reference herein. All capitalized terms herein shall have the meaning set forth in the Agreement.

NOW, THEREFORE, THE UNDERSIGNED, City of St. George, the "City," in consideration of the mutual covenants contained in the Agreement, hereby certifies as follows:

1. Commitment of Irrigation/Reuse Water. City hereby irrevocably commits to **Sun River Golf, LLC** and its legal successors-in-interest the quantity of 200 acre feet of Irrigation/Reuse Water per annum to be delivered by City at the pumping pond on the Sun River Golf Course.
2. Transfer of Interest. This Commitment may be transferred, assigned, or exchanged, in whole or in part, in conformance with the following:
  - a. Prior to transfer of this Commitment, or any interest herein, to any transferee, the transferor shall first send written notice of the proposed transfer to the City Water Services Director, containing the name of the current holder/transferor, the name and address of the proposed transferee, and the number of acre feet of Irrigation/Reuse Water to be transferred. The City Water Services Director shall send a written acknowledgment of the notice of transfer, and therein verify that the transferor is a holder of the Commitment, or an interest in the Commitment, and verify the number of acre feet hereunder which are then remaining on account for the transferor according to the records of the City. If

the number of acre feet proposed to be assigned is equal to, or less than, the total number of acre feet remaining on account for the transferor, the City Water Services Director shall authorize the transfer. Authorization of the transfer by the City Water Services Director shall not be unreasonably withheld nor delayed.

- b. The transfer, assignment, or exchange of this Commitment, or an interest herein, shall be accomplished pursuant to a written assignment, in the form attached as Exhibit 1 hereto, the "Assignment," which shall set forth the name and address of the transferor, the name and address of the transferee, and the number of acre feet to be transferred pursuant to the Assignment. The Assignment shall be signed by the transferor and the transferee, acknowledged before a notary public, and shall be authorized by signature of the City Water Services Director thereon. A copy of this Commitment shall be affixed to the Assignment at the time of delivery by the transferor to the transferee. No assignment of any ownership interest herein in excess of the total number of acre feet authorized herein shall be effective. The original of the duly executed and acknowledged Assignment shall be retained by the transferee, and a copy thereof shall be delivered by the transferee to the City Water Services Director for purposes of accounting as set forth herein.
  - c. The transferee shall be liable for payment, on a monthly basis, for the amount of Reuse Water delivered to transferee at the unit rate described in the Exchange Agreement associated with the Reuse Water sold, transferred or exchanged. The transferee shall also be responsible for any pumping costs resulting from a change in the point of delivery and any pipeline extension required to transport Reuse Water from City's Reuse System to transferee's place of delivery.
3. Termination. Sun River Golf, LLC may terminate this commitment of Irrigation/Reuse Water within three years of the date hereof by complying with the terms of the Agreement.

ISSUED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**City of St. George**

\_\_\_\_\_  
Daniel McArthur  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved as to Form:

\_\_\_\_\_  
City Recorder

CITY OF ST. GEORGE, UTAH  
IRREVOCABLE COMMITMENT OF IRRIGATION/REUSE WATER  
(Tower Holding, LC)

THIS IRREVOCABLE COMMITMENT OF IRRIGATION/REUSE WATER is issued in conformance with the terms and conditions of that certain Water Exchange Agreement, "the Agreement," entered into by and between Sun River Golf, LLC, Tower Holding, LC and the City of St. George, dated \_\_\_\_\_, 2013, a copy of which is affixed hereto and incorporated by reference herein. All capitalized terms herein shall have the meaning set forth in the Agreement.

NOW, THEREFORE, THE UNDERSIGNED, City of St. George, the "City," in consideration of the mutual covenants contained in the Agreement, hereby certifies as follows:

1. Commitment of Irrigation/Reuse Water. City hereby irrevocably commits to **Tower Holding, LC** and its legal successors-in-interest the quantity of 358 acre feet of Irrigation/Reuse Water per annum to be delivered by City at the pumping pond on the Sun River Golf Course.
2. Transfer of Interest. This Commitment may be transferred, assigned, or exchanged, in whole or in part, in conformance with the following:
  - a. Prior to transfer of this Commitment, or any interest herein, to any transferee, the transferor shall first send written notice of the proposed transfer to the City Water Services Director, containing the name of the current holder/transferor, the name and address of the proposed transferee, and the number of acre feet of Irrigation/Reuse Water to be transferred. The City Water Services Director shall send a written acknowledgment of the notice of transfer, and therein verify that the transferor is a holder of the Commitment, or an interest in the Commitment, and verify the number of acre feet hereunder which are then remaining on account for the transferor according to the records of the City. If

the number of acre feet proposed to be assigned is equal to, or less than, the total number of acre feet remaining on account for the transferor, the City Water Services Director shall authorize the transfer. Authorization of the transfer by the City Water Services Director shall not be unreasonably withheld nor delayed.

- b. The transfer, assignment, or exchange of this Commitment, or an interest herein, shall be accomplished pursuant to a written assignment, in the form attached as Exhibit 1 hereto, the "Assignment," which shall set forth the name and address of the transferor, the name and address of the transferee, and the number of acre feet to be transferred pursuant to the Assignment. The Assignment shall be signed by the transferor and the transferee, acknowledged before a notary public, and shall be authorized by signature of the City Water Services Director thereon. A copy of this Commitment shall be affixed to the Assignment at the time of delivery by the transferor to the transferee. No assignment of any ownership interest herein in excess of the total number of acre feet authorized herein shall be effective. The original of the duly executed and acknowledged Assignment shall be retained by the transferee, and a copy thereof shall be delivered by the transferee to the City Water Services Director for purposes of accounting as set forth herein.
  - c. The transferee shall be liable for payment, on a monthly basis, for the amount of Irrigation/Reuse Water delivered to transferee at the unit rate described in the Exchange Agreement associated with the Reuse Water sold, transferred or exchanged. The transferee shall also be responsible for any pumping costs resulting from a change in the point of delivery and any pipeline extension required to transport Reuse Water from City's Reuse System to transferee's place of delivery.
3. Termination. Tower Holding, LC may terminate this commitment of Irrigation/Reuse Water within three years of the date hereof by complying with the terms of the Agreement.

ISSUED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**City of St. George**

\_\_\_\_\_  
Daniel McArthur  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Recorder

Attest:

\_\_\_\_\_  
City Recorder

Exhibit 1

ASSIGNMENT OF OWNERSHIP INTEREST IN IRREVOCABLE COMMITMENT  
OF IRRIGATION/REUSE WATER

\_\_\_\_\_, whose address is \_\_\_\_\_,  
("Transferor"), hereby transfers, and assigns to \_\_\_\_\_ whose  
address is \_\_\_\_\_, ("Transferee"), all transferor's right, title,  
estate and interest in \_\_\_\_\_ acre feet of Irrigation/Reuse Water under that  
certain Irrevocable Commitment of Irrigation/Reuse Water issued by the City of St. George,  
Utah to \_\_\_\_\_ dated \_\_\_\_\_ 2013, a copy of which is attached hereto.

TRANSFEROR:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Sign Name)

TRANSFEEE:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Sign Name)

AUTHORIZED BY CITY OF ST. GEORGE

By \_\_\_\_\_  
Water Services Director

(ACKNOWLEDGMENTS ON NEXT PAGE)

ACKNOWLEDGMENTS

STATE OF UTAH )

: ss.

County of Washington)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Transferor, and who acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

STATE OF UTAH )

: ss.

County of Washington)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, personally known to me, or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument as the Transferee, and who acknowledged that he executed the same.

\_\_\_\_\_  
Notary Public

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

**Date Submitted** 2013-09-30 08:07:27

**Applicant** Water Services Dept.

**Quick Title** The Ridge Sewer Agreement

**Subject** Consider Approval of a Sewer Agreement with The Ridge Townhomes Association

**Discussion** The Wastewater Collections Division has inspected the sewer collection system at the Ridge Townhomes and has identified several deficiencies. The Association has agreed to pay 1/2 of the cost to remedy these deficiencies. The City will make the required improvements and assume maintenance and ownership of the system. Kay Traveller has deeded a property in the Legacy development to the City as partial payment (1/2) of the Townhome Association's obligation.

**Cost** \$0.00

**City Manager Recommendation** Recommend approval and suggest we review the lots given to the City and if appropriate sell them to reimburse the Sewer fund for some of the cost we will incur to do this project.

**Action Taken**

**Requested by** Scott Taylor

**File Attachments** The Ridge Homowners Association- Sewer Agreement-

**Approved by Legal Department?**

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

**Additional Comments**

**Attachments** The Ridge Homowners Association- Sewer Agreement-

## **AGREEMENT**

*Between the City of St. George and The Ridge at St. George Townhome Association  
Regarding the Transfer of a Private Sewer System*

THIS AGREEMENT is entered into this 20<sup>th</sup> day of September, 2013, by and between the City of St. George, a Utah municipal corporation, hereinafter referred to as "City, and The Ridge AT St. George Townhome Association, hereinafter referred to as "The Ridge".

### **RECITALS**

WHEREAS The Ridge is the owner of real property, which is located in the City of St. George, Utah, and more particularly described as follows: See Attached Exhibit A.

WHEREAS The Ridge currently operates its own private sewer system (hereinafter "The Ridge system").

**WHEREAS** Ridge wants the City to take over the operation and maintenance of The Ridge system;

WHEREAS The Ridge will agree to pay for one-half of the cost of upgrading The Ridge system to conform to the City of St. George Standard Specifications for Design and Construction;

WHEREAS the City will agree to perform the work and bear one-half of the cost of upgrading the sewer system to conform to the City of St. George Standard Specifications for Design and Construction;

WHEREAS the City has estimated the anticipated cost of the necessary upgrades to be approximately \$126,800, as evidenced by the cost estimate attached hereto as Exhibit B;

WHEREAS the parties intend that after payment of The Ridge's portion of the estimated costs for the upgrade of The Ridge system, The Ridge system will no longer be a private sewer system, but will be part of the public sewer system;

NOW, THEREFORE, in consideration of these premises, the parties agree as follows:

### **AGREEMENT**

1. **The Project.** The City will provide the materials and labor and perform all work necessary to upgrade The Ridge system and bring it into compliance with the City of St. George Standard Specifications for Design and Construction (hereinafter the "Project").

2. **Costs.** The City has prepared an itemized estimate of the anticipated Project costs, attached hereto as Exhibit B. The Ridge shall bear one-half (1/2) of the total estimated Project costs, or \$63,400.
3. **Payment.** Upon execution of this Agreement, The Ridge agrees to pay the City the amount of \$31,700, which represents its one-half (1/2) share of the estimated Project costs, according to the cost estimate attached hereto. The remaining half has been paid by the dedication of a lot from K.H. Traveller Investments, LLC, and valued at \$31,700. Said transfer of property is described in an Easement Agreement executed between K.H. Traveller Investments, LLC, and the City of St. George, dated December 27, 2012, and recorded with the Washington County Recorder as Document #20130002571.
4. **Transfer of Ownership.** Upon payment in full of The Ridges' share of the estimated Project costs, ownership of The Ridge system shall be transferred to the City, whereupon the Ridge shall have no further claim thereon or responsibility for the continued operation, maintenance, upgrade, or repair thereof, insofar as such is not occasioned by the acts or omissions of the Ridge. After transfer of ownership, the City shall be solely responsible for the continued operation, maintenance, upgrade, and repair of The Ridge system. The Ridge system shall no longer be considered a private sewer system, but shall be considered an integrated part of the City's public sewer system.
5. **Indemnity and Liability.** The Ridge shall indemnify the City against all claims, demands, causes of action, suits, or judgments for death or injuries to persons or for loss of or damage to property arising out of in connection with the Project or the transfer of The Ridge system to the City until such time as the Project is completed, except that The Ridge shall not be required to indemnify the City for any negligent acts attributable to the City arising out of or in connection with the Project. In the event of any such claims made or suites filed against the City, the City shall give The Ridge prompt written notice. The Ridge agrees to defend against any claims brought or actions filed against the City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of the indemnity herein, The Ridge agrees that the City may employ attorneys of its own selection to appear and defend the claim or action on it is behalf at the expense of The Ridge.
6. **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.
7. **Notices.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George

Attn: City Attorney  
175 East 200 North  
St. George, UT 84770

The Ridge at St. George Townhome Association  
628 Ridgeview Drive  
St. George, UT 84770

Such notices shall be deemed delivered following the mailing of such notices in the United States mail. Adequate notice shall be deemed given at the addresses set forth herein unless written notice is given by either party of a change of address.

8. **Successor Parties.** This Agreement shall be binding upon the heirs, assigns, receivers, or successors in interest of parties.
9. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes any prior such agreements. There are no other agreements, written or oral, except as specifically provided herein.
10. **Counterparts.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
11. **Authority of Parties.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.
12. **No Joint Venture.** Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.
13. **Severability.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not be affected, and shall remain in full force and effect.
14. **Modification.** The terms and conditions of this agreement may be amended or modified only by written agreement of the parties.

THE RIDGE at ST. GEORGE HOMEOWNERS' ASSOCIATION:

By: \_\_\_\_\_  
Its:

CITY OF ST. GEORGE

Attest:

---

Daniel D. McArthur, Mayor

---

Christina Fernandez, City Recorder

Approved as to Form:

---

City Attorney

**DRAFT**Agenda Item Number : **61****Request For Council Action**

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**Date Submitted** 2013-09-30 08:41:27**Applicant** City**Quick Title** CDBG Annual Action Plan (need Council's approval vote)**Subject** Consider approval of the Annual Action Plan for FY 2014 under the Federal Community Development Block Grant program.**Discussion** The CDBG Annual Action Plan for 2013 was considered by the City Council on May 2, 2013 in a public hearing, but the Council did not vote on the AAP. The Council's formal approval is needed because the Mayor must sign the annual contract and Council's approval is needed on such.**Cost** \$0.00**City Manager Recommendation** Recommend approval.**Action Taken****Requested by** Karen Christensen (B**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

# U. S. Department of Housing and Urban Development



Community Planning and Development

Region VIII, Denver  
1670 Broadway Street  
Denver, Colorado 80202-4801

Phone: 303-672-5418  
Fax: 303-672-5028  
Web: www.hud.gov

Karen Christensen  
CDBG Administrator  
City of St. George  
175 East 200 North  
St. George, Utah 84770

SEP 9 2013

Dear Ms. Christensen:

Congratulations! The City of St. George's Annual Action Plan is approved. Along with the approval of your plan, we are pleased to transmit to you the Fiscal Year (FY) 2013 Community Development Block Grant (CDBG) Number **B-13-MC-49-0012** funds in the amount of \$510,240 for the City of St. George, Utah. The program year for the City of St. George, Utah began on July 1, 2013.

Enclosed are the Grant Agreements and Funding Approvals (three originals), which constitute the contracts between the Department of Housing and Urban Development (HUD) and the City of St. George, Utah.

In order to establish your Line of Credit to reflect the FY 2013 grant, it will be necessary for you to execute and return two originals of the Grant Agreement. To establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

Upon receipt of the executed Grant Agreements (two originals) and other forms required to establish your Line of Credit, HUD will transmit to you further instructions for accessing funds through the Integrated Disbursement and Information System.

You are reminded that there are restrictions on certain activities until you complete the Environmental Review Procedures for the CDBG Program (24 C.F.R. Part 58). Funds for such activities may not be obligated or expended unless the release of funds has been approved in writing by HUD. A request for the release of funds and certification (Form 7015.15) must be submitted to HUD. Appropriate forms can be found under HUDCLIPS on the web ([www.hudclips.org](http://www.hudclips.org)). Certain activities identified in Part 58.34 may be considered exempt from the release of funds process and no written approval from HUD is necessary.

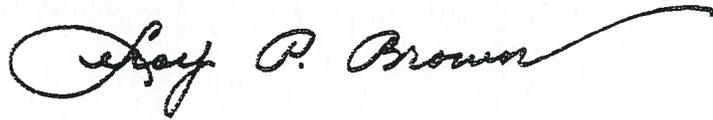
You are further reminded that acceptance of the plan does not establish that plan activities are eligible and meet a national objective. HUD verifies activities for program compliance by monitoring, audits and other reviews. We additionally would like to remind you of your certification to further fair housing. This certification means conducting an analysis to identify impediments to fair housing choice within the jurisdiction, taking appropriate actions to overcome

the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

We also encourage continuation and expansion of your efforts to provide contracting opportunities to minority- and women-owned businesses in the implementation of your CPD program activities.

If you have any questions or desire assistance in connection with this letter or other items related to the CDBG Program, please contact Mr. Don Morris, Community Planning and Development Representative, at (303) 672-5418.

Sincerely,

A handwritten signature in black ink that reads "Leroy P. Brown". The signature is written in a cursive style with a large, sweeping flourish at the end.

Leroy P. Brown  
Director

Enclosures

# Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

**U.S. Department of Housing and Urban Development**  
 Office of Community Planning and Development  
 Community Development Block Grant Program

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of St. George		3a. Grantee's 9-digit Tax ID Number: 87-6000275	3b. Grantee's DUNS Number: 627376569	4. Date use of funds may begin (mm/dd/yyyy): 07/01/2013
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 175 East 200 North St. George, Utah 84770		5a. Project/Grant No. 1 B-13-MC-49-0012		6a. Amount Approved <b>\$510,240</b>
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) LeRoy P. Brown	Grantee Name City of St. George, Utah
Title Director, Community Planning and Development	Title City of St. George
Signature <i>LeRoy P. Brown</i>	Date (mm/dd/yyyy) 8/23/13
	Signature
	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input checked="" type="checkbox"/> None <input type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 08/08/2013	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) 08/23/2013		
		9c. Date of Start of Program Year (mm/dd/yyyy) 07/01/2013		
11. Amount of Community Development Block Grant				
		FY (2013)	FY ( )	FY ( )
a. Funds Reserved for this Grantee				
b. Funds now being Approved		<b>\$510,240</b>		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency N/A
	Title N/A
	Signature N/A

**HUD Accounting use Only**

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**13. (b) Special conditions:**

**E. O. 12372 - SPECIAL CONTRACT CONDITIONS**

1. Notwithstanding any provision of the Grant Agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under the Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 C.F.R. Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

**ADDENDUM TO GRANT AGREEMENT FOR CDBG PROGRAM**

In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and System for Award Management, The System for Award Management (SAM) is a free web-site which consolidates Federal procurement systems and the Catalog of Federal Domestic Assistance. Currently CCR, FedReg, ORCA and EPLS have been migrated into SAM. Over the coming years, additional system migrations will be completed. Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010)(to be codified at 2 CFR part 170

**DRAFT**

Agenda Item Number : **6J**

## Request For Council Action

---

**Date Submitted** 2013-09-30 14:19:41

**Applicant** Ryan Johnson

**Quick Title** Special Event Permit for Sports Car Club

**Subject**

**Discussion** National event being sponsored by Sports Car Club of America. Want to use the Ridge Top Complex again this year. No problems that I am aware of with the event from last year.

**Cost** \$0.00

**City Manager Recommendation** Recommend approval.

**Action Taken**

**Requested by** Gary S. Esplin

**File Attachments**

**Approved by Legal Department?**

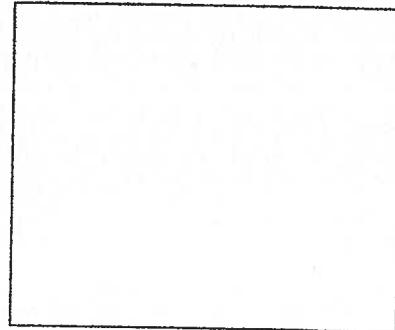
**Approved in Budget? Amount:**

**Additional Comments**

OCTOBER 25-27, 2013

FOR OFFICE USE ONLY

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



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

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

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

EVENT NAME: SCCA Match Tour (National Event)

Applicant's Name: Ryan Johnson

Organization: Sports Car Club of America

Mailing Address: P.O. Box 1449

City, State, Zip: Draper, UT 84020

Day Phone: 801-560-5191 Cell/other: 801-560-5191

E-mail: Ryan@JJSons.com

Event Web Address (if applicable): SCCA.com

Alternate contact name: Kevin Schultz Day Phone: 801-391-7234

Cell/other: 801-391-7234 E-mail: Kevin.F.Schultz@IRS.GOV

**EVENT DETAILS**

LOCATION Ridge Top Complex

Location Details/Address:

Event	Date(s):	Start time:	End time:
Set-up	Date(s): <u>10-25-13</u>	Start time: <u>7:00 A.M.</u>	End time:
Clean-up	Date(s): <u>10-27-13</u>	Start time:	End time: <u>7:00 P.M.</u>

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

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

TYPE OF ACTIVITY check all that apply:

<input type="checkbox"/> Cycling	<input type="checkbox"/> 5K	<input type="checkbox"/> Training Event	<input type="checkbox"/> Festival
<input type="checkbox"/> Film Production	<input type="checkbox"/> Parade	<input type="checkbox"/> Sporting	<input type="checkbox"/> 10K
<input type="checkbox"/> Block Party	<input type="checkbox"/> Religious	<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Fun run
<input type="checkbox"/> Dance	<input type="checkbox"/> 1/2 Marathon	<input checked="" type="checkbox"/> Other: <u>Car Control</u>	

**PARTICIPANTS**

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

Open to the Public (With liability waiver)  Private Group/Party

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

# SPECIAL EVENT PERMIT APPLICATION

EVENT \_\_\_\_\_

**VENDORS/FOOD/ALCOHOL** *check all that apply*

<input type="checkbox"/> Vendors/merchants Quantity:		
<input type="checkbox"/> Vendors giving away products/services	<input type="checkbox"/> Vendors selling products/food	
<input checked="" type="checkbox"/> Food		SW Utah Health Dept., (435) 986-2580
<input checked="" type="checkbox"/> given away	<input type="checkbox"/> catered by restaurants/vendors	<input type="checkbox"/> prepared on site
<input type="checkbox"/> Alcoholic Beverages		Utah DABC, (801) 977-6800
<input type="checkbox"/> beer stands	<input type="checkbox"/> fenced in beer garden	<input type="checkbox"/> liquor sales
		Bus. Licensing, (435) 627-4740

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

<input type="checkbox"/> Tents/Pop-up Canopies	Amount:	
	Dimensions:	SG Fire Dept. (435) 627- 4150
<input type="checkbox"/> Temporary Stage	Dimensions:	
Description of Tents/Canopies/Stage, etc.:		

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

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

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

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

**SECURITY/OTHER**

*You may begin to coordinate in advance with these contacts:*

<input checked="" type="checkbox"/> Private Security/Officers	Company name: <u>SCCA</u>	# of Personnel: <u>(4) Min</u>
<input type="checkbox"/> Animals	Quantity:	What kind:
<input type="checkbox"/> Motion Pictures/Videos	<input type="checkbox"/> Other:	

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

<u>Ryan Johnson</u>		<u>9-20-13</u>
Print Applicant's Name	Applicant's Signature	Date

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



Bill,

As per our previous conversations we would like to make a formal request to have overnight camping allowed at the Ridge Top Complex for our Match Tour Event October 25th-27th.

We expect to have somewhere between 100-150 attendees at this event. I'd expect somewhere around 10-15% of these to want to stay on site. These people would have self contained motor homes that tow their race vehicles.

Not only does camping benefit the racers that would like to stay on site it also benefits all of our people by providing extra security to keep an eye on the cars, trailers and equipment that will be left onsite overnight.

I have had our insurance company clarify on our insurance certificate that the City is covered 24/7 during our stay. Further it is normal at nearly every event we host or attend to allow overnight camping. This from an active airport in Lincoln, Nebraska to Qualcomm stadium in San Diego and almost every other type venue in between with no problems or issues related to or caused by our participants either overnight or during the events.

We would greatly appreciate your consideration in this matter as we tend to lose participants if they are not allowed to stay on site.

Thank you,

  
Ryan Johnson

Utah Region SCCA

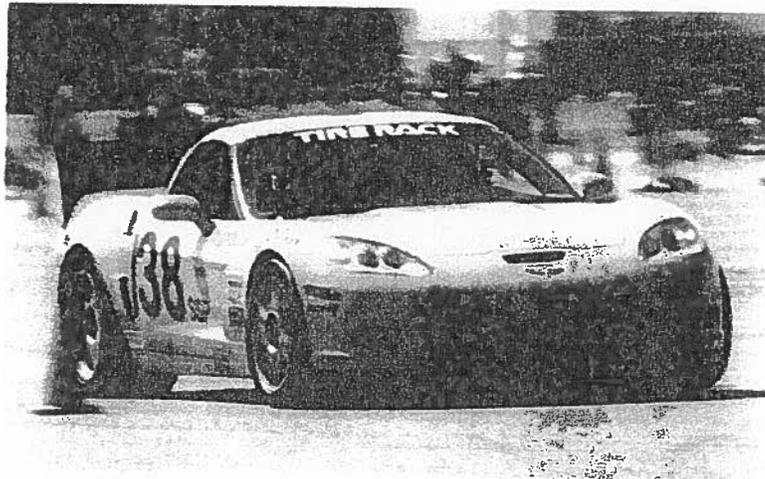
## SPORTS CAR CLUB OF AMERICA MATCH TOUR

### SOLO SERIES

- SOLO OVERVIEW
- STARTING LINE
- CHAMPIONSHIP TOUR
- MATCH TOUR
- PROSOLO
- PROSOLO POINTS
- STANDINGS
- TIRE RACK SCCA SOLO
- NATIONAL CHAMPIONSHIPS

### SOLO RESOURCES

- GO SOLO
- SOLO MATTERS
- FIND YOUR REGION
- FORMS AND PUBLICATIONS
- CARS AND RULES
- FASTRACK NEWS
- SOLO EVENTS
- CONTINGENCIES
- SOLO ARCHIVES
- SOLO AWARDS



*Match Tours are the latest addition to the Tire Rack SCCA National Solo Series. These events are three events in one package. The event starts off with a Saturday minimum four run Autocross, then a two run Last Chance Qualifier on Sunday morning, followed by the final show down coming together in Evolution Super Shootout. The Shootout format allows the forty-eight fastest drivers to mix with the top eight ladies, as well as eight random drawn drivers in a four ladder tournament to see who can take home the big prize.*

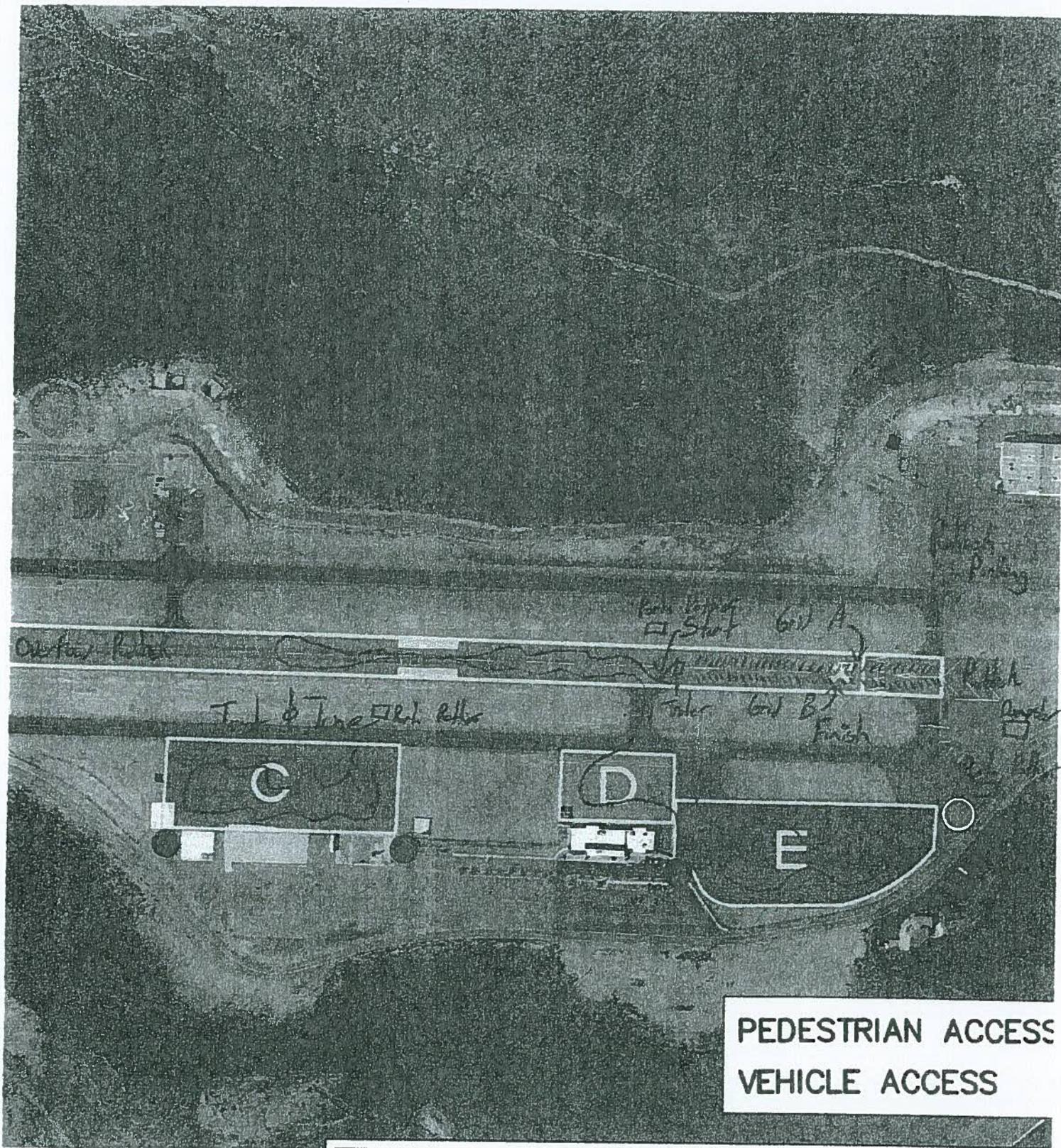
*The top 32 qualifiers and Top 8 ladies are determined from the events overall PAX results, and are then locked into their positions for the Sunday Super Shootout. Once those drivers are locked in to the Shootout, the rest of the competitors get a second chance in the Last Chance Qualifier. Following the LCQ the top 16 are brought into the Super Shootout bringing the total number to 56. The remaining 8 Super Shootout positions will be from a random drawing of any that have not made the top 56 spots, bringing the total to 64. With the field complete, the 64 competitors are plugged into a bracket system and run against one another until only one remains.*

*Match Tour Rules- updated 7-13-2013  
Five month Solo Triad Award*

2013 Triad Winners and Those who are eligible with a Match Tour win

### 2013 Dates:

March 16-17	Dixie (Cecil, GA)	more info
Cancelled	Wilmington, OH	cancelled
June 1-2	Peru, IN	more info
June 15-16	Mineral Wells, TX	cancelled
June 22-23	Fountain, CO	more info
July 13-14	Milwaukee, WI	more info
July 20-21	Ayer, MA	more info



Option A

October 3, 2013

City Council Meeting

**Staff Reports**

Agenda Item 6 J

Special Event **Special Event Permit for the Sports Car Club of America**

Applicant Ryan Johnson

- a. Consideration of a request to stage a SCCA National Match Tour Event at the Ridge Top Complex.

The City has received a request from the Sports Car Club of America to stage a National Match Tour event at the Ridge Top Complex. This Motorsports event is one of nine nationwide events and it will involve upwards of 150 attendees who will match their driving skills in a solo format with safety as their first priority.

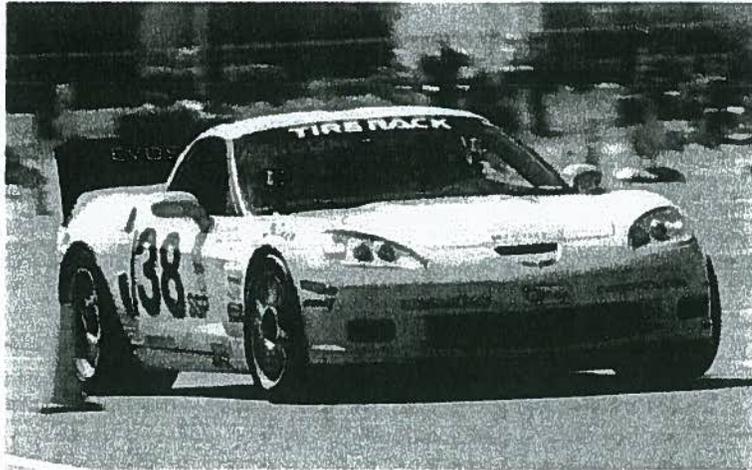
# SPORTS CAR CLUB OF AMERICA MATCH TOUR

**SOLO SERIES**

- SOLO OVERVIEW
- STARTING LINE
- CHAMPIONSHIP TOUR
- MATCH TOUR
- PROSOLO
- PROSOLO POINTS
- STANDINGS
- TIRE RACK SCCA SOLO
- NATIONAL CHAMPIONSHIPS

**SOLO RESOURCES**

- GO SOLO
- SOLO MATTERS
- FIND YOUR REGION
- FORMS AND PUBLICATIONS
- CARS AND RULES
- FASTRACK NEWS
- SOLO EVENTS
- CONTINGENCIES
- SOLO ARCHIVES
- SOLO AWARDS



*Match Tours are the latest addition to the Tire Rack SCCA National Solo Series. These events are three events in one package. The event starts off with a Saturday minimum four run Autocross, then a two run Last Chance Qualifier on Sunday morning, followed by the final show down coming together in Evolution Super Shootout. The Shootout format allows the forty-eight fastest drivers to mix with the top eight ladies, as well as eight random drawn drivers in a four ladder tournament to see who can take home the big prize.*

*The top 32 qualifiers and Top 8 ladies are determined from the events overall PAX results, and are then locked into their positions for the Sunday Super Shootout. Once those drivers are locked in to the Shootout, the rest of the competitors get a second chance in the Last Chance Qualifier. Following the LCQ the top 16 are brought into the Super Shootout bringing the total number to 56. The remaining 8 Super Shootout positions will be from a random drawing of any that have not made the top 56 spots, bringing the total to 64. With the field complete, the 64 competitors are plugged into a bracket system and run against one another until only one remains.*

*Match Tour Rules- updated 7-13-2013  
How to win Solo Triad Award*

2013 Triad Winners and Those who are eligible with a Match Tour win

**2013 Dates:**

March 16-17	Dixie (Cecil, GA)	more info
Cancelled	Wilmington, OH	cancelled
June 1-2	Peru, IN	more info
June 15-16	Mineral Wells, TX	cancelled
June 22-23	Fountain, CO	more info
July 13-14	Milwaukee, WI	more info
July 20-21	Ayer, MA	more info
October 19-20	Blytheville, AR	more info
October 26-27	St. George, UT	more info

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

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**Date Submitted** 2013-10-02 08:31:43

**Applicant** Jordan Sharp, Director of Student Involvement & Leadership

**Quick Title** Dixie State University Drive-In-Movie

**Subject** Consideration of approval to stage a Drive-In-Movie event at the Ridge Top Complex (old airport). Consideration of a request to waive the Ridge Top Complex use fee.

**Discussion** The Dixie State University Student Association aims to provide a new Homecoming Tradition for students, alumni, and the community with a free to all, drive in movie at the Ridge Top Complex (Old Airport).

**Cost** \$0.00

**City Manager Recommendation**

**Action Taken**

**Requested by** Bill Swensen

**File Attachments** [DSU Drive-In-Movie.pdf](#)

**Approved by Legal Department?**

**Approved in Budget? Amount:**

**Additional Comments**

**Attachments** [DSU Drive-In-Movie.pdf](#)

### Homecoming Drive-In Movie Event: (Event Description)

The Dixie State Student Association (DSUSA) aims to provide a new Homecoming Tradition for students, alumni, and the community during Homecoming Week at Dixie State University. This new tradition will be a Drive-In Movie, free to all, held at the Old Airport. The gates open at 7:00 pm on Tuesday October 22<sup>nd</sup>, and the movie begins at 7:30 pm. The movie will be *Despicable Me 2*, chosen for its family friendly rating and wide age appeal. We have secured the film through **Swank Motion Pictures** which provides the appropriate movie rights to be played in public. The screen, projector, speakers, and generators have been rented through **Open Air Cinema**. Food will be provided through the Dixie State Campus Dining Services, and garbage cans through Dixie State Campus Services. We have contacted DXATC for bathroom facilities, but have port-a-potties on standby if necessary. Dixie State security will provide 3 police officers for security and will contact St. George PD about security details. See the attached map for set up details, however, the screen will be set up on the North end of the runway, just east of the hangers. Cars will park in the large parking lot indicated on the map. The runways will be barracked off to the public. DSUSA will provide 25-30 volunteers to help with parking, set-up, and clean up.

*Jordon Sharp*

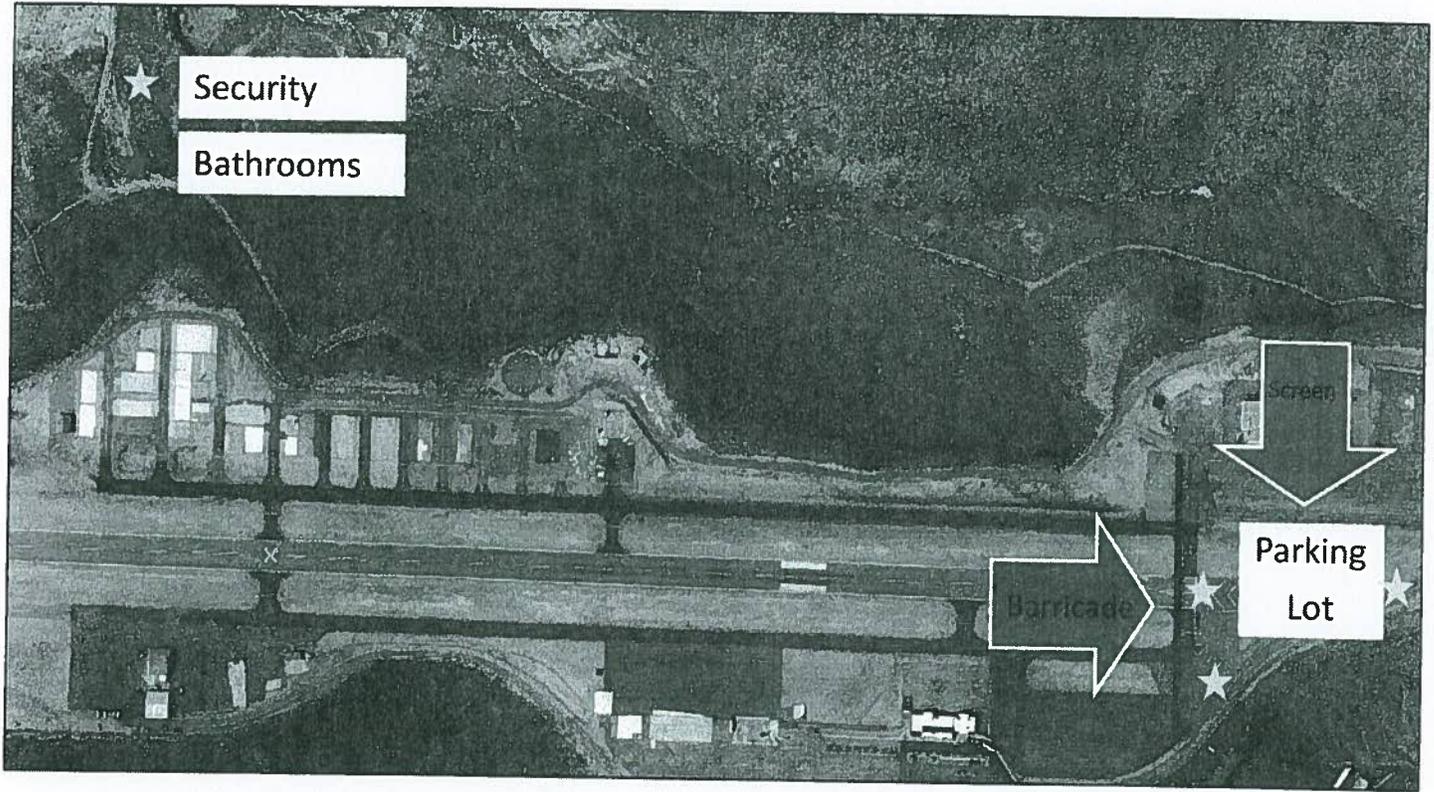
Director of Student Involvement & Leadership

Communication Instructor

Office: (435) 652-7513

Email: [jsharp@dixie.edu](mailto:jsharp@dixie.edu)





★ Security

Bathrooms

Screen

Barricade

Parking Lot

October 3, 2013

City Council Meeting

**Staff Reports**

Agenda Item 6 M

**Special Event Dixie State University Drive-In-Movie**

Applicant      Jordan Sharp, Director of Student Involvement & Leadership

- a. Consideration of approval to stage a Drive-In-Movie event at the Ridge Top Complex (old airport).
- b. Consideration of a request to waive the Ridge Top Complex use fee.

The City has received a request from the Dixie State University Student Association to hold a Drive-In-Movie event on Tuesday, October 22 at the Ridge Top Complex. This event is in conjunction with plans to provide a new Homecoming Tradition for students, alumni, and the community with a free to all, drive in movie at the Ridge Top Complex (Old Airport).

## Homecoming Drive-In Movie Event: (Event Description)

The Dixie State Student Association (DSUSA) aims to provide a new Homecoming Tradition for students, alumni, and the community during Homecoming Week at Dixie State University. This new tradition will be a Drive-In Movie, free to all, held at the Old Airport. The gates open at 7:00 pm on Tuesday October 22<sup>nd</sup>, and the movie begins at 7:30 pm. The movie will be *Despicable Me 2*, chosen for its family friendly rating and wide age appeal. We have secured the film through **Swank Motion Pictures** which provides the appropriate movie rights to be played in public. The screen, projector, speakers, and generators have been rented through **Open Air Cinema**. Food will be provided through the Dixie State Campus Dining Services, and garbage cans through Dixie State Campus Services. We have contacted DXATC for bathroom facilities, but have port-a-potties on standby if necessary. Dixie State security will provide 3 police officers for security and will contact St. George PD about security details. See the attached map for set up details; however, the screen will be set up on the North end of the runway, just east of the hangers. Cars will park in the large parking lot indicated on the map. The runways will be barracked off to the public. DSUSA will provide 25-30 volunteers to help with parking, set-up, and clean up.

*Jordon Sharp*

Director of Student Involvement & Leadership

Communication Instructor

Office: (435) 652-7513

Email: [jsharp@dixie.edu](mailto:jsharp@dixie.edu)



**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
AUGUST 15, 2013, 4:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

Mayor Daniel McArthur  
Councilmember Jon Pike  
Councilmember Gail Bunker  
Councilmember Jimmie Hughes  
City Manager Gary Esplin  
Deputy City Attorney Paula Houston  
City Recorder Christina Fernandez

**EXCUSED:**

Councilmember Gil Almquist  
Councilmember Ben Nickle

**OPENING:**

Mayor McArthur called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Mayor McArthur and the invocation was offered by Pastor Alex Wilkie.

Brad Johnson who represents the SOUP Group stated it has been one year for Little Valley courts. To celebrate, they will be having a pot luck luncheon on September 27<sup>th</sup> from 10 a.m. to 12 p.m.

Leisure Services Director Kent Perkins announced the City will add an "I Am Able" run to the 37<sup>th</sup> annual marathon. This run will be a relay for those with disabilities. For more information, citizens can go to the St. George Marathon website.

**SOLE SOURCE PURCHASE:**

**Consider approval of a sole source purchase of a centrifuge for the Wastewater Treatment Plant.**

City Manager Gary Esplin stated the unit is reconditioned and matches the existing units at the Wastewater Treatment Plant.

Mayor McArthur explained that at a Solid Waste Board meeting he attended it was brought up that the board is working with the Wastewater Treatment Plant on sludge issues.

Water Services Director Scott Taylor explained there is new technology to have misters where the sludge is stored to see if chemicals can control the odor.

**MOTION:** A motion was made by Councilmember Pike to approve the sole source purchase in the amount of \$689,984.72 to Andritz Separation Inc.

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

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

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**SPECIAL EVENT FEE WAIVER:**

**Consider approval of a special event fee waiver as well as a fee waiver for the use of Town Square for the Taste of Dixie/Spookytown Festival. Gregg McArthur, applicant.**

Gregg McArthur stated the request is for a business expo type event. It will include approximately 120 vendors that cater to families. The event will be held on October 25<sup>th</sup> and 26<sup>th</sup>. This will be the 3<sup>rd</sup> annual Taste of Dixie community festival and will combine with the Washington County School District Foundation's Spookytown event. The festival will feature friendly activities for children. He stated he would like the City to partner with them and is requesting a fee waiver for the use of Town Square; a special event fee waiver; help with advertising on the City's website; the marquee at Bluff and St. George Boulevard, and in the Inside St. George Magazine; use of, and assistance in setting up power at the Town Square; trash cans and trash removal and use of the City's information booth. In the past, the City has donated the use of

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the Carousel; however, this year they are requesting that the City sell tickets and donate the proceeds to the Washington County School District.

**MOTION:** A motion was made by Councilmember Bunker to approve all items requested.

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

**VOTE:** Mayor McArthur called for a vote as follows:

- Councilmember Bunker - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin clarified the requests were approved since the School District is a partner with the City with regard to the Town Square.

**FEE WAIVER:**  
**Consider approval of a fee waiver for the use of Town Square for the Steps for Hope event. Jessica Blevins, applicant.**

Jessica Blevins stated she is the new director at the Hope Pregnancy Center. They would like to host a fun celebration on October 22<sup>nd</sup> and will provide t-shirts to those who make donations. She explained that the center is a non-profit organization serving Washington and Iron Counties that offer free pregnancy tests as well as counseling and classes. In addition, they have a boutique that offers items to families.

**MOTION:** A motion was made by Councilmember Hughes to waive the fee for the use of Town Square.

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

**VOTE:** Mayor McArthur called for a vote as follows:

- Councilmember Bunker - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Mayor McArthur stated when the Council approves fee waivers, they expect the applicants to clean up the area they are using.

**FEE WAIVER:**  
**Consider approval of special event fee waiver as well as a fee waiver for the use of Town Square for the Southwest Utah's Recovery Day Celebration. Neal Smith, applicant.**

Neal Smith explained this their 4<sup>th</sup> annual celebration.

Angie Graff stated the event grows every year. The event will be held on September 26<sup>th</sup> from 4:00 to 7:00 p.m. and will feature free food, games, recovery speakers and a band. She explained they will have volunteers do all clean up, set up and take down. They are requesting a fee waiver and proclamation.

**MOTION:** A motion was made by Councilmember Pike to waive the fee for the use of Town Square and to waive the special event fee.

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

**VOTE:** Mayor McArthur called for a vote as follows:

- Councilmember Bunker - aye
- Councilmember Pike - aye
- Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**FEE WAIVER:**  
**Consider approval of a fee waiver for the use of Town Square for the Chuckwalla Music Festival. Nathan Truman, applicant.**

City Manager Gary Esplin advised the item was tabled because there are issues that need to be worked out.

**FEE WAIVER:**

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**Consider approval of a fee waiver for the use of Crosby Confluence Park for the Pound the Pavement for Parenthood 5K. Shellee Salmon, applicant.**

Courtney Jackson stated she underwent in vitro fertilization to become pregnant with her son. Pound the Pavement is a non-profit organization established in 2010 to help men and women with infertility. Since 2010, they have hosted 6 races and raised \$18,000. This will be the first in St. George. She explained the race will be held on September 14<sup>th</sup> and are hoping to have 300 runners. They are requesting a fee waiver for the use of Crosby Confluence Park.

Councilmember Bunker inquired how couples are chosen to participate in their program.

Ms. Jackson explained couples apply online at [onestepcloser.org](http://onestepcloser.org). Once the application is received, a committee chooses the couples. The race will raise enough to sponsor two families in St George.

**MOTION:** A motion was made by Councilmember Hughes to waive the fee for the use of Crosby Confluence Park.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Mayor McArthur advised since there are only three Councilmembers present, all items have to be unanimous. He gave the option to anyone who has items on the agenda to have the item tabled until there are additional Councilmembers present.

**FINAL PLAT:**

Wes Jenkins presented the final plat for Desert Willow Phase 2, a twenty-one lot subdivision located at approximately 1600 West and 330 North. The property is zoned R-1-8 and meets all requirements.

**MOTION:** A motion was made by Councilmember Bunker to approve the final plat as outlined and authorizes the Mayor to sign it.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**LOT LINE ADJUSTMENT:**

Wes Jenkins explained the request is to adjust the lot line located between lot 17 and lot 30 of Crown Point Subdivision. The home located on lot 17 encroaches slightly onto lot 30 and both owners agree to this adjustment.

**MOTION:** A motion was made by Councilmember Pike to approve the lot line adjustment.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**LOT SPLIT:**

Wes Jenkins explained the request is to split a 5.30 acre parcel of land located at approximately 650 North Dixie Drive into a 3.0 acre parcel and 2.3 acre parcel. He stated the Planning Commission recommends approval.

**MOTION:** A motion was made by Councilmember Hughes to approve the lot split.

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

**VOTE:** Mayor McArthur called for a vote as follows:

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Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Sunterra, a 9 lot residential lot located north of 2800 South at approximately 2100 East, which is in Section 9, Township 43 South and Range 15 West. Zoning is RE-12.5 and the density is 1.91 dwelling units per acre. The Planning Commission recommends approval.

**MOTION:** A motion was made by Councilmember Bunker to approve the preliminary plat as described.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Tupelo Estates Phases 1 & 2, a 50 lot single family residential subdivision located on the northeast corner of the intersection of 3000 East and Crimson Ridge Drive. Zoning is R-1-8 and density is 3.5 dwelling units per acre. The lots along 3000 East will be double fronting lots and will require a 10' landscape and privacy wall. Staff is recommending that the developer complete the improvements along 3000 East with the construction of Phase 1.

**MOTION:** A motion was made by Councilmember Pike to approve the preliminary plat.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Sun River Phase 42 and 43 for a 41 lot residential subdivision located south of Angel Arch Drive between Grapevine Drive and English Ivy Drive. Zoning is PD-R and density is 2.59 dwelling units per acre.

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

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Sun River Phase 19 Amended for an 18 lot residential subdivision located at approximately 2030 West and 4890 south in the Sun River development. Zoning is PD-R and density is 2.02 dwelling units per acre. The preliminary plat was originally approved by City Council in February 2013, the applicant is requesting to add lot 2035.

**MOTION:** A motion was made by Councilmember Bunker to approve the preliminary plat.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye

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Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PRELIMINARY PLAT:**

Wes Jenkins presented the preliminary plat for Arthur Grant Commercial Center, a 3 lot commercial subdivision located on the east side of Dixie Drive at approximately 650 North. Zoning is C-3.

**MOTION:** A motion was made by Councilmember Pike to approve the preliminary plat.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**PUBLIC HEARING/VACATION OF EASEMENT AND LOT MERGER/ORDINANCE:**

**Public hearing to consider vacation of a public utility and drainage easement and to merge a portion of Lot 2B into Lot 2A of River Bend Estates located at 2746 East 50 South Street.**

Wes Jenkins advised the applicant is Thomas J. Smith. The JUC recommends approval.

Mayor McArthur opened the public hearing. There being none, he closed the public hearing.

**MOTION:** A motion was made by Councilmember Pike to approve the lot merger and easement vacation.

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

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

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**CONDITIONAL USE PERMIT:**

**Consider approval of a conditional use permit to construct a pressure regulation station on the southwest corner of the intersection of Bluff and Snow Canyon Parkway in a R-1-10 zone. Questar Gas Company, applicant.**

Ray Snyder advised the applicant is requesting a conditional use permit to construct a pressure regulating station on the southwest corner of the intersection of Bluff Street and Snow Canyon Parkway in a residential R-1-10 zone. Staff has reviewed the proposed landscape plan and feels it fits into the proposed landscaping plan for the interchange project.

Brent Morgan, representing Questar Gas, stated they have been in contact with staff to make sure plans are consistent with the request from City Council. This area is most feasible to have the station.

Mark Goble stated Questar has proposed to put in a rock mulch similar to what will be used on the interchange. In addition, the trees will be 8' to 10' trees that will also match what is being used on the interchange. He approves of the new design.

Mr. Morgan explained the rock mulch is used for stability. He stated Questar wants to work with the City to make sure is what the Council wants. The entrance to the station will be 50 feet wide to allow access for semi trucks.

Councilmember Bunker stated she feels conflicted since this is such a visible corner.

City Manager Gary Esplin stated the station is needed; this location is the best fit.

**MOTION:** A motion was made by Councilmember Hughes to approve the conditional use permit for Questar Gas.

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

**VOTE:** Mayor McArthur called for a vote as follows:

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Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**CONDITIONAL USE PERMIT:**

**Consider approval of a conditional use permit to establish an auto towing and impound yard at 769 North Red Rock Road in the M-1, Industrial zone. Tyler Satterfield, applicant.**

Ray Snyder advised the applicant is Tyler Satterfield. The applicant is requesting a conditional use permit to establish a towing and impound yard in the St. George Industrial Park. The Planning Commission recommends approval.

**MOTION:** A motion was made by Councilmember Bunker to approve the conditional use permit with the added condition they use chain link fence with slats.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**CONDITIONAL USE PERMIT:**

**Consider approval of a conditional use permit to allow a gypsum mine in an Open Space zone located approximately 3600 South River Road. PCI, John Wilson, applicant.**

Ray Snyder advised the applicant is proposing to mine gypsum for approximately 5 years and then level the site for future use. He explained SITLA owns the property and will lease it to PCI. The Planning Commission recommends approval with the conditional use standards contained within the CUP report prepared by Rosenberg Associates dated July 17, 2013.

John Wilson, applicant, presented a powerpoint presentation which include the following: aerial maps, plans, pictures of existing site, haul routes, dust control permit sign, speed limit sign, pictures of crushers, pictures of water trucks, pictures of covered trucks. He explained the proposed idea is to keep the operation the same size. As for blasting, they do seismographic testing that anyone can view; there is a list of agencies they have to notify but they do not notify the public. He stated salt water is used to bind the material on the road and is applied using a water truck. This process will crust over areas that will not be mined to prevent dust. His drivers were instructed to not disturb crusted areas.

Bill Swensen stated if crusted up and not disturbed, it should be fine. If a problem occurs, he would suggest a land-line sprinkler system.

Mr. Wilson explained they have changed practices by pre-soaking prior to blasting which has seemed to help. He stated they have been mining there since 1992.

Councilmember Pike inquired what the applicants record is in terms of complaints.

Mr. Swensen replied complaints regarding the applicant are very minimal. He has received more complaints from other locations. The air quality is monitored using an air monitor within a block from the proposed site. He distributed a dust control implementation plan.

Councilmember Pike stated the City needs to assure residents that the area is monitored.

**MOTION:** A motion was made by Councilmember Pike to approve the conditional use permit with the conditions of the Planning Commission as well as the conditions outlined in the dust control implementation plan distributed by Bill Swensen.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

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The vote was unanimous and the motion carried.

**AA GRANT:**

**Consider approval of an FAA grant for the Replacement Airport.**

City Manager Gary Esplin advised the request is to approve a grant from the FAA in the amount of \$11 million for the Replacement Airport.

**MOTION:** A motion was made by Councilmember Pike to approve the grant.  
**SECOND:** The motion was seconded by Councilmember Hughes.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**FEDERAL AID AGREEMENT:**

**Consider approval of a Federal Aid Agreement to design and construct a road improvement project on Indian Hills Drive.**

City Manager Gary Esplin advised the request is for a Federal Aid Agreement to design and construct a road improvement project on Indian Hills Drive.

**MOTION:** A motion was made by Councilmember Bunker to approve the Federal Aid Agreement.  
**SECOND:** The motion was seconded by Councilmember Hughes.

Councilmember Hughes inquired if the cost of the agreement was \$1.4 million.

City Manager Gary Esplin stated the City's match is 6.7%. He explained this will be a safe way for pedestrians and cyclists to safely use the road. Once the design is complete, it will come back for approval.

**VOTE:** Mayor McArthur called for a vote as follows:  
Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**QUIT CLAIM DEED/LEASE APPROVAL:**

**Consider approval to issue a quit claim deed and lease approval for parking areas at Old Airport site.**

City Manager Gary Esplin explained Rococo was built quite a long time ago. The new owners would like to purchase the areas that the restaurant and hotel encroach on City property. He advised the FAA has approved; however, they are waiting for the City to send an official letter.

**MOTION:** A motion was made by Councilmember Hughes to approve a quit claim deed and lease purchase agreement with the new owners.  
**SECOND:** The motion was seconded by Councilmember Pike.  
**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**RESOLUTION:**

**Consider approval of a resolution declaring the intention of the City of St. George to make a pick-up election for City employees within the defined benefit plans of the Utah State Retirement Systems.**

City Manager Gary Esplin advised the retirement rate has gone up.

**MOTION:** A motion was made by Councilmember Bunker to approve the pick-up election.  
**SECOND:** The motion was seconded by Councilmember Hughes.

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**VOTE:** Mayor McArthur called for a roll call vote as follows:  
Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

**MINUTES:**  
**Consider approval of the minutes of the City Council meeting held July 11, 2013.**

**MOTION:** A motion was made by Councilmember Pike to approve the minutes as presented.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**MINUTES:**  
**Consider approval of the minutes of the City Council meeting held July 18, 2013.**

**MOTION:** A motion was made by Councilmember Hughes to approve the minutes as presented.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**ADJOURN TO A CLOSED SESSION:**

**MOTION:** A motion was made by Councilmember Pike to adjourn to a closed session to discuss possible litigation.

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

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

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

**RECONVENE AND ADJOURN:**

**MOTION:** A motion was made by Councilmember Bunker to reconvene and adjourn.

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

**VOTE:** Mayor McArthur called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Pike - aye  
Councilmember Hughes - aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES  
SPECIAL MEETING  
AUGUST 21, 2013 11:30 A.M.  
ADMINISTRATION CONFERENCE ROOM**

**PRESENT:**

**Mayor Pro Tem Gail Bunker  
Councilmember Gil Almquist  
Councilmember Ben Nickle  
Councilmember Jimmie Hughes  
City Recorder Christina Fernandez**

**ALSO PRESENT:**

**Washington County Election Clerk Melanie Abplanalp  
Washington County Clerk Kim Hafen**

**EXCUSED:**

**Mayor Daniel McArthur  
Councilmember Jon Pike  
City Manager Gary Esplin**

**OPENING:**

Mayor ProTem Bunker called the meeting to order.

**CANVASS 2013 MUNICIPAL PRIMARY ELECTION VOTES:**

The Mayor and Council canvassed the election results as submitted by the Washington County Clerk's Office:

<u>For City Council</u>	<u>Total Votes</u>	<u>Percentage</u>
Travis R. Christiansen	478	4.47%
Marianne G. Sorensen	715	6.69%
Nathan K. Fisher	656	6.13%
Tara Dunn	1322	12.36%
Michele Randall	1716	16.04%
Patricia Kent	761	7.12%
Jim McCoy	162	1.51%
Matthew Mortensen	104	0.97%
Warren S. Wright	237	2.22%
Greg Whitehead	765	7.15%
Greg Aldred	840	7.85%
Joe Bowcutt	1435	13.42%
Ed Baca	1504	14.06%

**MOTION:** A motion was made by Councilmember Hughes to accept the election results as submitted.

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

**VOTE:** Mayor Pro Tem Bunker called for a vote as follows:

Councilmember Bunker - aye  
Councilmember Hughes - aye

Councilmember Nickle - aye  
Councilmember Almquist - aye

The vote was unanimous and the motion carried.

**ADJOURN:**

**MOTION:**

A motion was made by Councilmember Bunker to adjourn.

**SECOND:**

The motion was seconded by Councilmember Hughes.

**VOTE:**

Mayor Pro Tem Bunker called for a vote as follows:

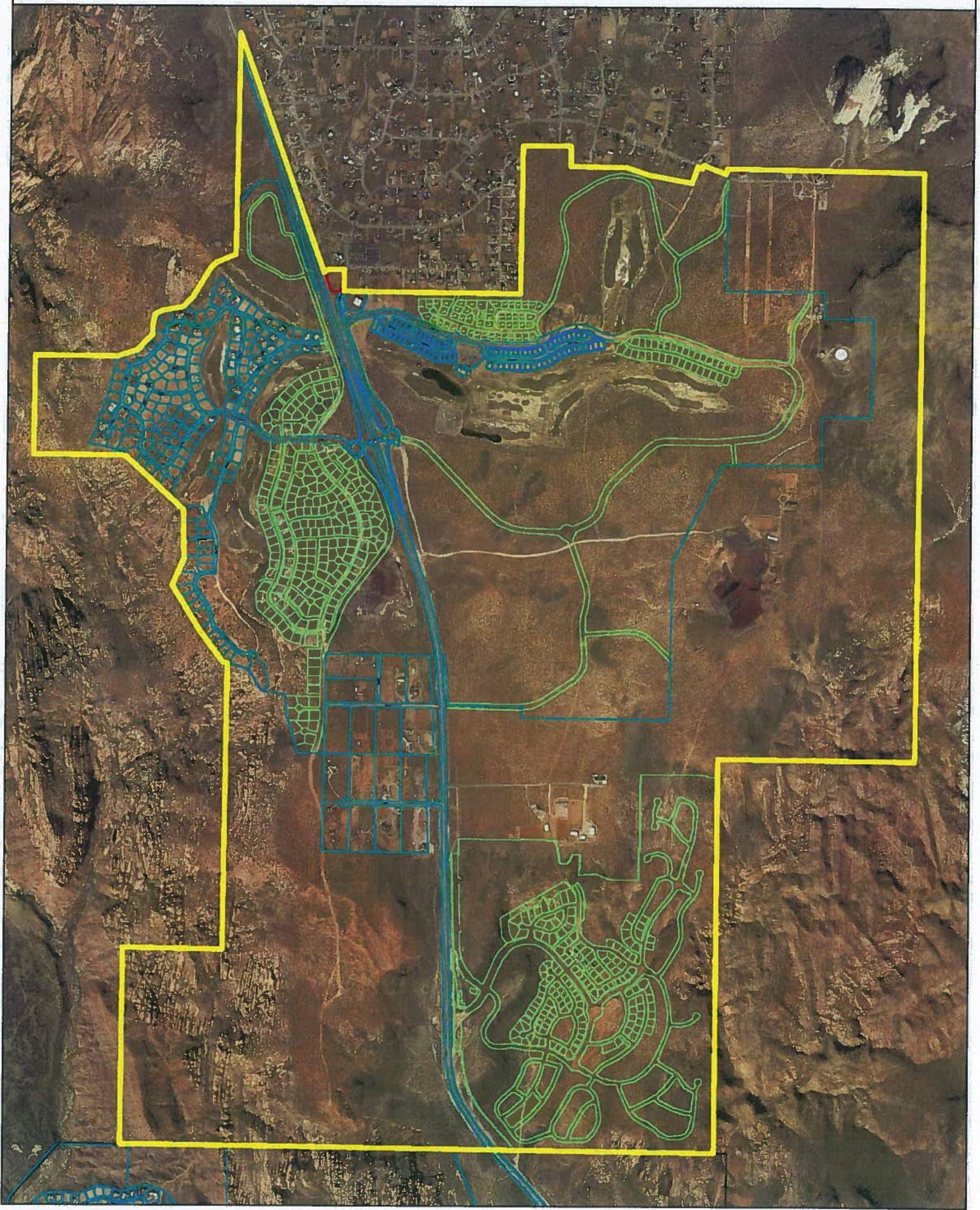
Councilmember Bunker - aye  
Councilmember Hughes - aye  
Councilmember Nickle - aye  
Councilmember Almquist - aye

The vote was unanimous and the motion carried.

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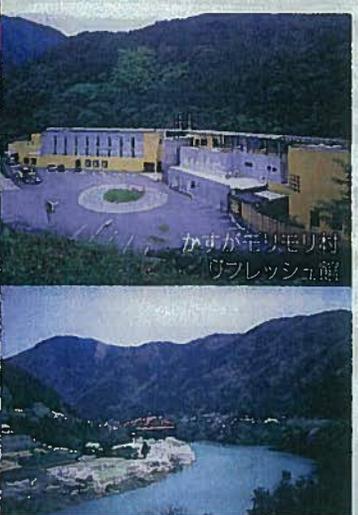
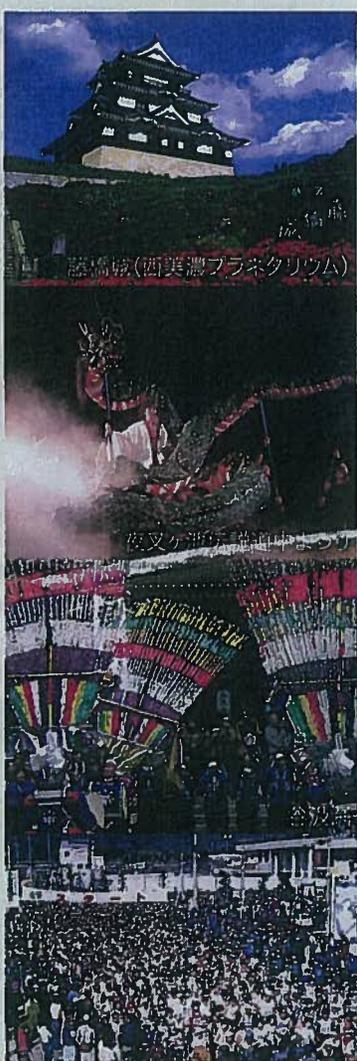
Christina Fernandez, City Recorder

# Exhibit A - Service Area



# BIGAWA TOWN GUIDE MAP

福井県



藤橋城(西美濃ブラネタリウム)

夜叉ヶ池伝説道中まつり

かすがまはりどり村  
リフレッシュ館

滋賀県



# 「清流と歴史の町」 揖斐川町ガイドマップ



■お問い合わせ <http://www.town.ibigawa.gifu.jp>

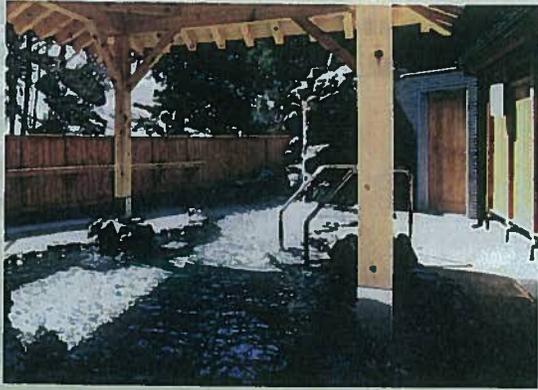
揖斐川町役場 〒501-0692 岐阜県揖斐郡揖斐川町三輪133  
 (揖斐川町観光連盟) TEL 0585-22-2111 FAX 0585-22-4496

揖斐川町観光プラザ 〒501-1311 岐阜県揖斐郡揖斐川町谷汲徳積175-4



観光情報

① 久瀬温泉 龍の湯  
Kuze Hot Spring, open-air bath Hakuryu(White Dragon)-no-yu



久瀬温泉は、霊峰只月山や龍神様の「白龍龍王大神」に守られてきたといわれ、龍神様縁起の良い神様で久瀬温泉に入ると心も体もお金も豊かになるでしょう。湯質はアルカリ性単純温泉で神経痛や疲労回復などに効果があります。  
料金:大人400円 小人300円 ご利用時間:10:00-20:00 休業日:毎週火曜日

It is said that the Kuze Hot Spring has been protected by the sacred mountain, Mt. Kaizuki and a dragon god called "Hakuryu-Ryuo-Daijin", or the King of the White Dragons. The Dragon God is a god who brings luck and will heal your mind. If you bathe here, it is believed you will become rich. The quality of the water of the spring is alkaline, so it is good for helping sharp pains and fatigue.

Admission Fee: Adults ¥400, Children ¥300  
Hours: 10:00am-8:00pm Closed: every Tuesday



② 夜叉ヶ池  
Yashagaike Pond



標高1,100mにあり、古来より水が枯れたことがないという神秘的な池です。新緑や紅葉シーズンには多くの登山者が夜叉ヶ池を目指します。  
6月第1日曜が山開きで、雪が降るまで登山可能です。

Yashagaike Pond is 1,100m above sea level. It is a mysterious pond said to have water from ancient time.

Many climbers visit this place during the summer and in the fall. Mountain climbing is possible from the first Sunday in June until the first snow every year.



③ さざれ石公園  
Sazare Stone Park



日本国歌・君が代にも歌われる「さざれ石」発祥の地として知られています。「さざれ石」長い年月をかけて石灰石が雨水に溶けて小さな石を接着し岩となったものです。1987年、岐阜県の天然記念物に指定されました。

The Sazare Stone Park is known as the birthplace of the "Sazare Stone" which is sung in the national anthem, *Kimigayo*. Over many years, the limestone has melted from the rain water. Because of this many small stones have become glued to this stone. Today it is called the "Sazare Stone". It was designated as a natural treasure of Gifu Prefecture in 1987.



④ 揖斐祭り  
The Ibi Festival



江戸時代享保年間に始まったとされる三輪神社の祭礼で、300余年の伝統があります。祭りは毎年5月4日(試案)と5日(本案)に行われ豪華絢爛な5艘の芸山が三輪神社境内に引き揃えられます。その芸山の舞台上で演じられる子供歌舞伎は、多くの観客を魅了します。

The Ibi Festival is the festival of Miwa Shinto Shrine. It is said that the festival began in the Edo Period, and has a history of 300 years. At the festival, five floats from each of the districts in the Miwa Area line up in front of the shrine. On the floats, children perform kabuki. It is a huge attraction which brings many visitors each year.



**5 いび川温泉 膝悩みの湯**  
Ibigawa Hot Spring, Fujhashi-no-yu



奥深い緑の中、清流のほとりに滾々と湧き出る温泉（室か輝く山里の秘湯。湯質はアルカリ性単純温泉で神経痛・慢性消化器病などに効果があります。（道の駅 星のふる里ふじはし隣接）  
料金:大人500円 小人300円 ご利用時間:10:00-21:00  
休業日:毎週木曜日

The Ibigawa Hot Spring can be found in the mountains of Ibigawa Town. Located in the beautiful forests with clear evening skies, the hot spring springs forth creating a clear stream. This hot spring is good for curing sharp pains and digestive problems.

Admission Fee: Adults ¥500, Children ¥300 Hours: 10:00am-9:00pm  
Closed: every Thursday



**6 谷汲山華厳寺**  
Tanigumi San Kegonji Temple



西国三十三番満願霊場として知られる華厳寺。1,200年の歴史を持つ天台宗の由緒あるお寺です。十一面観音像をはじめ、重要な文化財が数多く安置されています。春の桜、秋の紅葉と四季折々の表情が楽しめます。

The Tanigumi San Kegonji Temple is a Tendai sect temple with a 1200 year history. It is known as the last of the 33 temples on the pilgrimage path in the western part of Japan. Many important cultural properties are enshrined in the temple, such as the Juichimen Kannon Zo (the eleven-faced Kannon image). You can enjoy nature by enjoying cherry blossoms in spring and the autumn leaves in fall.



**7 両界山横蔵寺**  
Ryokai Zan Yokokuraji Temple



伝教大師が自作の薬師如来を祀った横蔵寺。如来像をはじめ22体の国の重要文化財が安置され、多くの仏像や絵画・書籍を蔵しています。この文化の香り高い寺の別名は「美濃の正倉院」と呼ばれており、紅葉の時期には美しい景色を求め大勢の人が訪れます。

The Ryokai Zan Yokokuraji Temple was built by a Buddhist priest doing mission work. There are 22 images, which have been registered as important cultural properties, such as the Yakushi Nyorai Zo (the Physician of Souls) made by the priest was enshrined. Various images, paintings, and books are also kept there. The temple is called "Mino Shohsoin", since it has a lot of cultural heritage. In the time of autumn leaves a large number of people visit here.



**8 徳山ダム**  
Tokuyama Dam



徳山ダムは岩や土をもり立てて造られた「ロックフィル型式」のダムです。総貯水容量は日本一を誇る6億6,000万トンで浜名湖の2倍となります。ダムの高さは161mで名古屋テレビ塔とほぼ同じ、ダム湖の表面積は13平方キロそれは諏訪湖とほぼ同じです。

The Tokuyama dam is a rock filled dam with a water impervious center. It has the capability of holding back 660 million tons of water. The height of the dam is 161m. The surface area of the dam lake is 13 square km.



# 現在の被災地の状況

Situation in the disaster – stricken areas of current

(震災から2年後の岩手県 2013.7)

Iwate Prefecture 2013.7

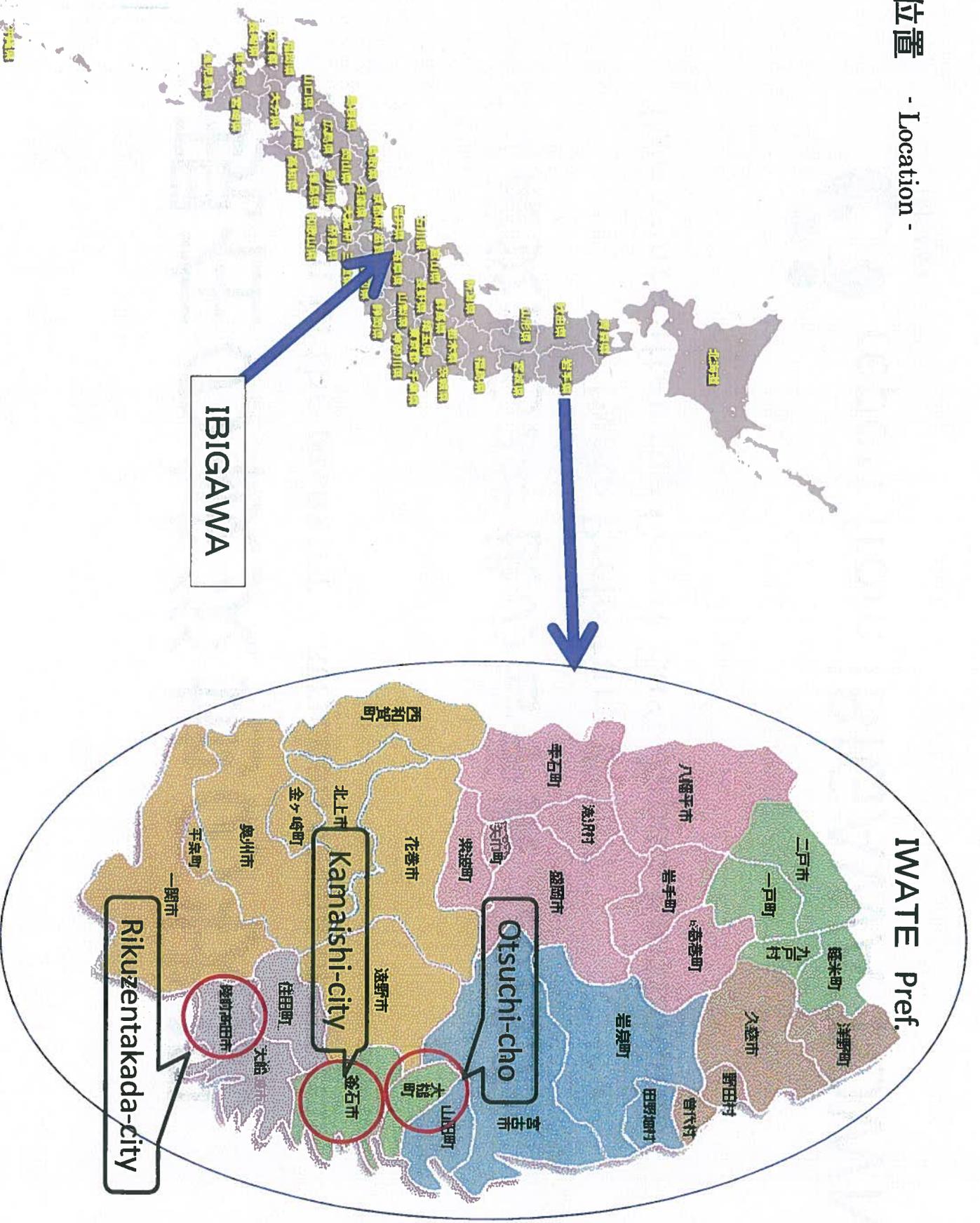
Two years after the Great East Japan Earthquake



IBIGAWA

report from **IBIGAWA TOWN**

位置 - Location -



岩手県大槌町 (旧役場庁舎)



Otsuchi-cho. Iwate Prefecture (The old Otsuchi Town Office)

岩手県大槌町 (街並みの復興はまだ先)



Otsuchi-cho. Iwate Prefecture

(The disaster-stricken regions still have not been able to restored)

岩手県大槌町 役場庁舎(学校を改修して利用)



Otsuchi-cho. Iwate Prefecture The new Town office  
( repaired the school in the town )

岩手県大槌町 (仮設のコンビニエンスストア)



Otsuchi-cho. Iwate Prefecture ( Temporary convenience store )

岩手県釜石市 (仮設商店街)



Kamaishi-city. Iwate Prefecture ( Temporary shopping district )

岩手県陸前高田市 (倒壊した道の駅)



Rikuzentakada-city. Iwate Prefecture

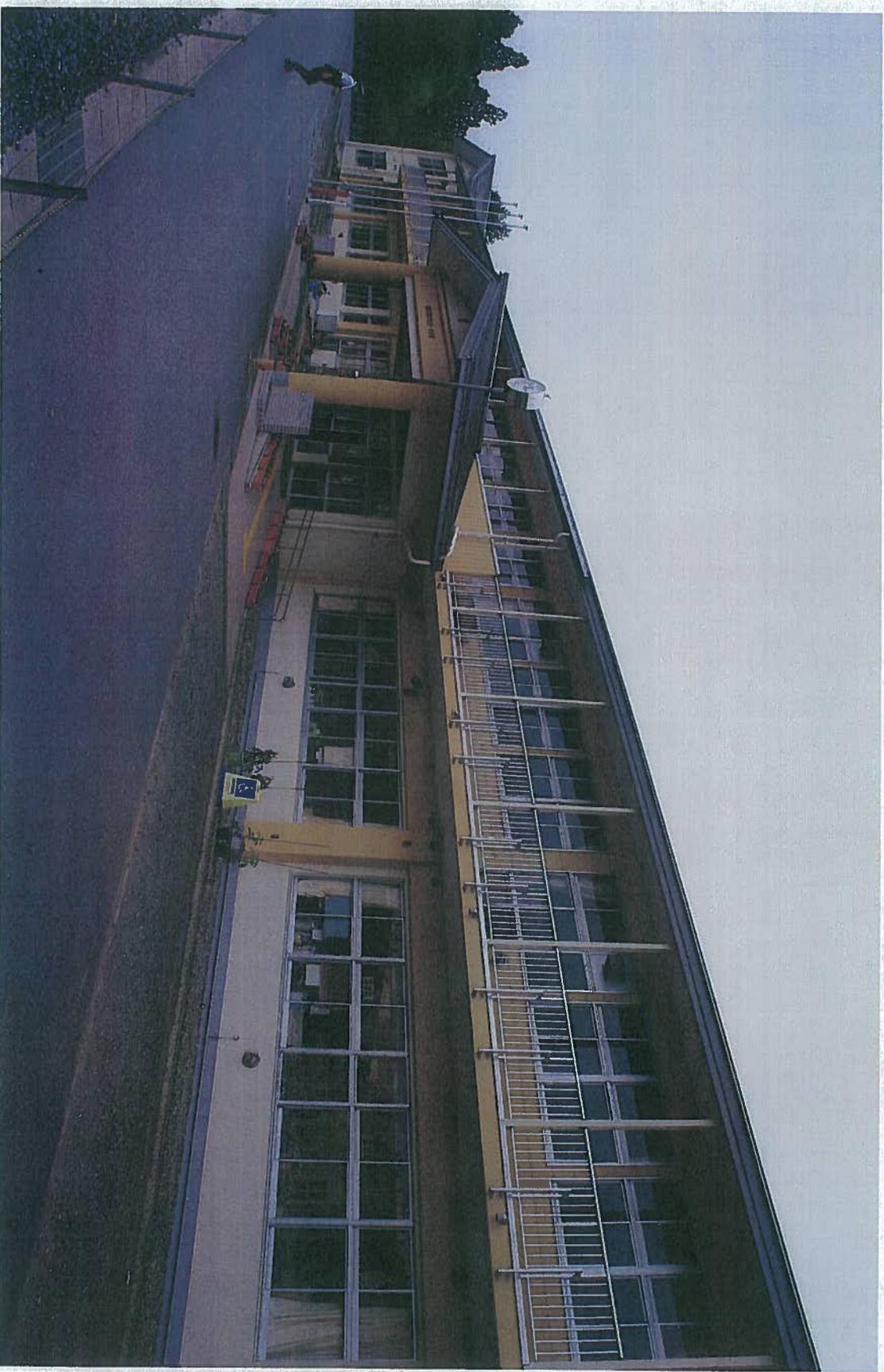
( The disaster – stricken Michinoeki [a Roadside station] )

岩手県陸前高田市 (がれき処理が続く)



Rikuzentakada-city. Iwate Prefecture ( Debris processing continues )

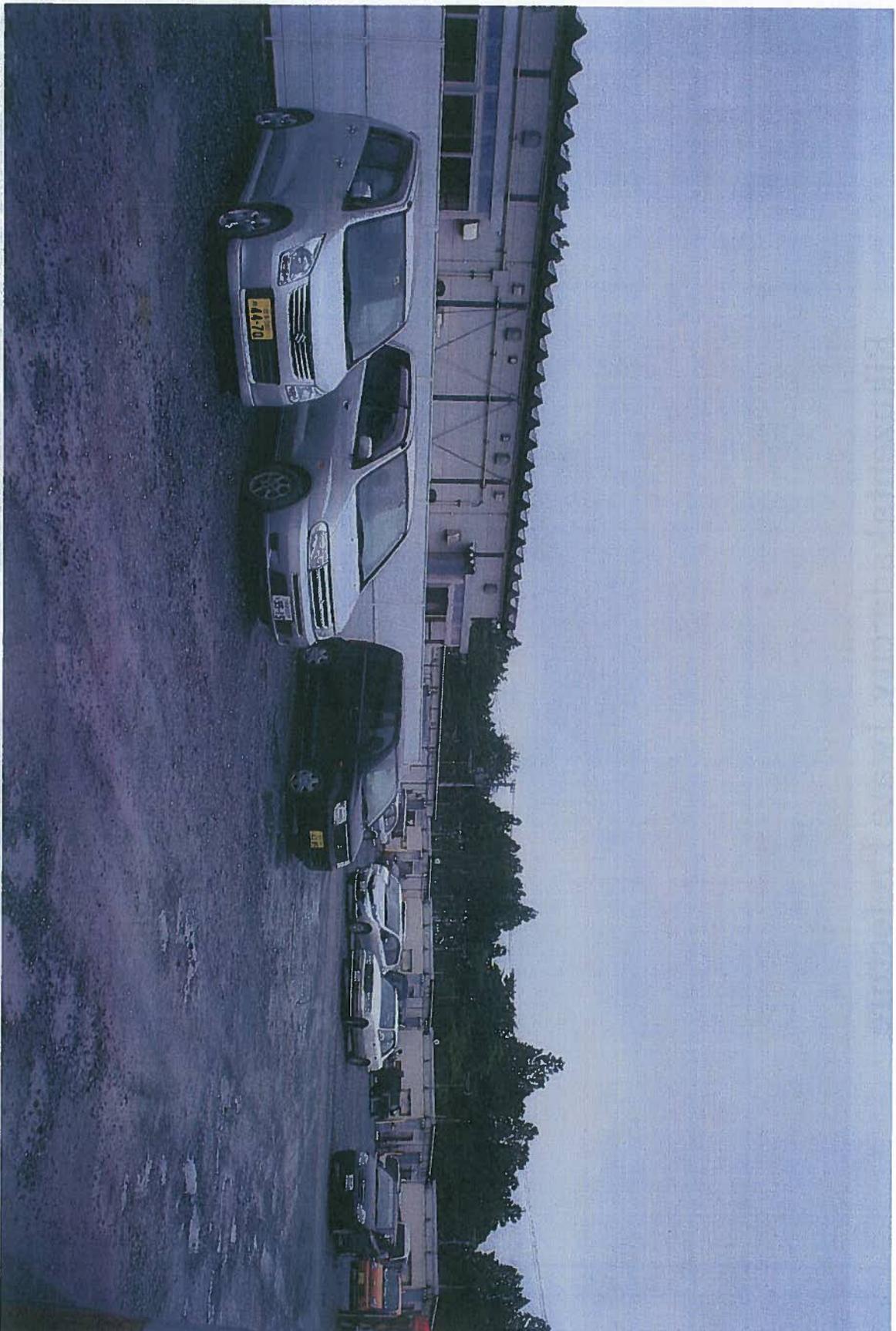
岩手県陸前高田市 (避難所として使われていた第一中学校)



Rikuzentakada-city. Iwate Prefecture

(The Daiichi junior high school, which had been used as a shelter )

岩手県陸前高田市 (第一中学校のグラウンド内の仮設住宅街)



Rikuzentakada-city. Iwate Prefecture

(Temporary residential area in the ground of the Daiichi junior high school)

岩手県陸前高田市 (仮設住宅に暮らすお年寄りを訪ねて)



Rikuzentakada-city. Iwate Prefecture

( Visit the elderly living in temporary housing )