

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

**Public Notice**

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, March 21, 2024, commencing at 5:00 p.m.

The AMENDED agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

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

- a. Read a Proclamation proclaiming March 29<sup>th</sup> as Welcome Home Vietnam Veterans Day.**
- b. Recognize Emergency Medical Dispatcher Julie Packer and Dispatch Shift Supervisor Michael Higley.**

**2. Consent Calendar.**

- a. Consider approval to award bid to Northstar Recreation Company for the slide refurbish at the City Pool.**

BACKGROUND and RECOMMENDATION: This project was previously awarded to another vendor out of Texas, but the contract had to be terminated due the vendor not securing a contractor's license in Utah. Accordingly, the project was re-bid and Northstar Recreation Co was selected. The hydrotube at the City Pool has to be refurbished periodically; the slide was last refurbished in 2013. Staff recommends awarding the bid to Northstar Recreation Co in the amount of \$174,890.51.

- b. Consider approval to award bid to Interstate Rock Products for the Brigham Road at Bloomington Drive Traffic Signal Project.**

BACKGROUND and RECOMMENDATION: This project was a formal bid and two bids were received. Staff recommends awarding the bid to Interstate Rock Products in the amount of \$328,971.

- c. Consider approval to award bid to Interstate Rock Products for the Sun River Parkway at Pioneer Road Traffic Signal Project.**

BACKGROUND and RECOMMENDATION: This project was a formal bid and two bids were received. Staff recommends awarding the bid to Interstate Rock Products in the amount of \$298,792.77.

**d. Consider approval to award bid to Inliner Solutions for the 2024 Sewer Relining Project.**

BACKGROUND and RECOMMENDATION: This is an annual construction project to rehabilitate aging sewer mains throughout the city. The project went through the bid process; 2 bids were received ranging from a low bid of \$765,042 to a high bid of \$1,098,998. The project include installing 8,630 lineal feet of pipe liners from 8" through 21" in existing mains. Staff recommends awarding the bid to Inliner Solutions in the amount of \$765,042.

**e. Consider approval of a Reimbursement Agreement with the Washington County Flood Control Authority for the purchase of property to restore the Ft. Pierce Wash at Quarry Ridge Drive.**

BACKGROUND and RECOMMENDATION: This project will improve river flow during floods, along the Ft. Pierce Wash in the vicinity of Meadow Valley Farms and Meadows Edge subdivisions and Quarry Ridge Drive. Staff recommends approval of the agreement.

**f. Consider approval of a Reimbursement Agreement with Quality Development for a 12" Desert Canyon Southern Parkway Extension.**

BACKGROUND and RECOMMENDATION: Quality Excavation is currently constructing Desert Terrace Subdivision that includes irrigation lines from the Master Plan. This agreement has Quality install the lines prior to the roadways being constructed to save future construction costs. Staff recommends approval of the agreement.

**g. Consider approval of a Real Property Donation Agreement between City of St. George and Fort Pearce, LLC.**

BACKGROUND and RECOMMENDATION: This is a landlocked .46 acre parcel that has no direct access to an adjacent roadway and the current owners (Fort Pearce, LLC) would like to transfer ownership. Because the Middleton Wash Trail runs through the parcel, the owners would like to donate the property to the City. The property to the east of this parcel is open space that was dedicated to the City as part of the Knetta's Knoll Subdivision Final Plat so this donation will add to the existing open space. Staff recommends approval of the agreement.

**h. Consider approval of a Professional Services Agreement with FIF St. George, LLC for the design and installation of ITS services.**

BACKGROUND and RECOMMENDATION: The purpose of this project is to provide dark fiber connectivity to five traffic signal locations for an Advanced Traffic Management System (ATMS). Staff recommends approval of the agreement.

**i. Consider approval of a Beer Garden at the Selkirk Red Rock Open on April 24-28, 2024 at the Little Valley Pickleball Complex.**

BACKGROUND and RECOMMENDATION: This event is organized by the Professional Pickleball Association and has become an annual event held at the Little Valley Pickleball Facility. The event takes place on Tuesday and championship concludes on Sunday. This year the organizers would like to have a

fenced-in beer garden near the entrance of the pickleball courts. Staff has no objection as long as the applicant has the correct insurance coverage for alcohol, IDs are checked, and organizer's staff is making sure there is no alcohol being passed through the fence.

**j. Consider approval of the minutes from the meeting held on March 7, 2024.**

**3. Consider approval of Resolution No. 2024-008R adopting a Public Infrastructure Policy.**

BACKGROUND and RECOMMENDATION: With the rise in development costs, staff has fielded an increase in inquiries regarding PIDs. To ensure the city's interests are protected, Staff recommends that policy be created around PIDs. Staff brought a draft PID policy document to the City Council in a work session on February 08, 2024. The Council was favorable with having a PID policy and provided comments to help strengthen the policy. The agenda item tonight addresses those comments from the Council in the meeting. Staff recommends approval.

**4. Consider approval of Ordinance No. 2024-016 amending portions of Title 10 of the City code related to Landscape Standards and Golf Course - Specific Standards. (Case No. 2024-ZRA-004)**

BACKGROUND and RECOMMENDATION: Since 2021, Washington County Water conservancy District along with the surrounding communities, including St. George, have been discussing what can be done to conserve water in Washington County. This led to the approval of the water conservation amendments to Title 8 and 10 in the summer of 2022. These amendments were drafted to be in compliance with a model ordinance presented by the Washington County Water conservancy District. Since the approval of the amendments, city staff has recognized the need to update our code to make some additional changes to aid in the water conservation efforts. The proposed amendment addresses water conservation as it relates to landscaping and golf courses. A public hearing was held at the Planning Commission meeting held on February 13, 2024. This item was heard and continued at the City Council meeting held on March 7, 2024.

**5. Consider approval of Ordinance No. 2024-018 amending the City General Plan Future Land Use Map from: 1) MDR (Medium Density Residential) to Commercial on 6.56 acres; 2) LDR (Low Density Residential) to Commercial on 1.22 acres; 3) LDR (Low Density Residential) to MDR (Medium Density Residential) on 4.09 acres; 4) PK (Park) to LDR (Low Density Residential) on 4.19 acres; and 5) LDR (Low Density Residential) to PK (Park) on 3.34 acres located on the northwest corner of 2450 South and 3000 East. (Case No. 2024-GPA-004 – Old Farm)**

BACKGROUND and RECOMMENDATION: At their meeting held on February 27, 2024, the Planning Commission held a public hearing, received considerable input on the proposal, and recommended approval of the changes with a 5-0 vote.

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

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

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

  
Christina Fernandez, City Recorder

March 15, 2024  
Date

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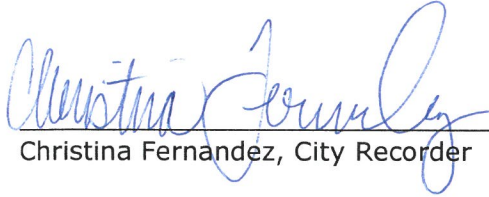
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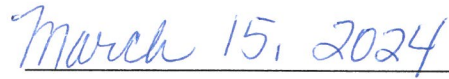
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Christina Fernandez, City Recorder

  
Date

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# PROCLAMATION

**WHEREAS**, The United States of America Vietnam War Commemoration gives us the opportunity for all Americans to recognize, honor and thank our Vietnam Veterans and their families for their service and sacrifices during the Vietnam War from November 1, 1955 – May 15, 1975; and

**WHEREAS**, more than 11,000 organizations across America have joined with the Department of Defense as Commemorative Partners to honor our Nation's Vietnam Veterans, including all eleven Chapters of the Utah State Organization, National Society Daughters of the American Revolution; and

**WHEREAS**, this commemoration includes the nine million Americans, approximately 6.4 million living today, who served in the U.S. Armed Forces during this period, and makes no distinction between those who served in-country, in-theater, or were stationed elsewhere during those 20 years – all answered the call of duty; and

**WHEREAS**, March 29th having been designated as National Vietnam War Veterans Day in accordance with the Vietnam War Veterans Recognition Act of 2017; the last day that U.S. troops were on the ground in Vietnam and now recognized as a special day to honor those who had served and to extend gratitude and appreciation to both them and their families.

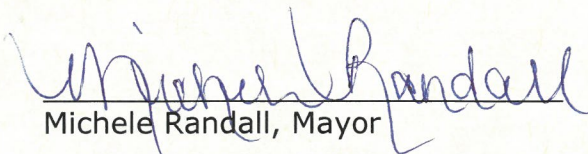
**NOW, THEREFORE**, I, Michele Randal, Mayor, along with the City Council of the City of St. George, do hereby proclaim Friday, March 29, 2024 as

## WELCOME HOME VIETNAM VETERANS DAY

in the City of St. George, and urge all departments of government, civic, fraternal and patriotic groups, and our citizens generally, to participate wholeheartedly in its observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of St. George, Utah this 21st day of March, 2024.



  
Michele Randall, Mayor



# MAYOR'S SPECIAL RECOGNITION AWARD



**St. George**

THIS CERTIFIES THAT

## JULIE PACKER

who is a Dispatcher for the City, earned a life-saving medal when her car was hit in the parking lot by a person who appeared to be overdosing. Julie dialed 911 while pulling the driver out of the vehicle and starting chest compressions. Dispatch Supervisor, Michael Higley, took the 911 call, entered it and quickly ran outside to help. Mike took over compressions and did those for over 2 minutes. Officers arrived and were able to assist the patient in regaining consciousness using Narcan. The outcome of the situation could have been very different if Julie and Mike had not been there.

Thank you for your lifesaving service!

MARCH 21, 2024



---

Michele Randall, Mayor



# MAYOR'S SPECIAL RECOGNITION AWARD



**St. George**

THIS CERTIFIES THAT

## MICHAEL HIGLEY

a Dispatch Supervisor for the City, earned a life-saving medal for his role in assisting Dispatcher, Julie Packer whose car was hit in the parking lot by a person who appeared to be overdosing. Julie dialed 911 while pulling the driver out of the vehicle and starting chest compressions; and Michael received the call, entered it, and quickly ran outside to help. Michael took over compressions and did those for over 2 minutes. Officers arrived and were able to assist the patient in regaining consciousness using Narcan. The outcome of the situation could have been very different if Mike and Julie had not been there. Thank you for your lifesaving service!

MARCH 21, 2024



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Michele Randall, Mayor



**ST. GEORGE CITY COUNCIL MINUTES  
REGULAR MEETING  
MARCH 7, 2024 5:00 P.M.  
CITY COUNCIL CHAMBERS**

**PRESENT:**

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

**EXCUSED:**

**Mayor Michele Randall**

**STAFF MEMBERS PRESENT:**

**City Manager John Willis  
City Attorney Shawn Guzman  
City Recorder Christina Fernandez  
Community Development Director Carol Winner  
Several staff members from Community Development  
Public Works Director Cameron Cutler  
Planner Dan Boles  
Planner Mike Hadley  
Assistant Public Works Director Wes Jenkins  
Water Services Director Scott Taylor**

**OTHERS PRESENT:**

**Jason Burningham with Lewis Robertson Burningham  
Doug Bennett with Washington County Water Conservancy District**

**CALL TO ORDER:**

Mayor Pro Tem Hughes called the meeting to order and welcomed all in attendance. An invocation was offered by Steven King with the Church of Jesus Christ of Latter-day Saints and The Pledge of Allegiance to the Flag was led by Councilmember Kemp.

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

**MAYOR'S RECOGNITIONS AND UPDATES:**

Link to Councilmember Larkin reading a statement from Mayor Randall regarding the passing of Parke Cox: [00:02:34](#)

Link to Mayor Pro Tem Hughes introducing the City's new Human Resources Director Pennie Hancock: [00:03:35](#)

**COMMENTS FROM THE PUBLIC:**

Link to introduction from Mayor Pro Tem Hughes: [00:04:38](#)

**APPOINTMENT OF THE COMMUNITY DEVELOPMENT DIRECTOR:**

Link to Mayor Pro Tem Hughes recommending the appointment of Carol Winner as the Community Development Director: [00:05:09](#)

5 Link to motion: [00:05:35](#)  
6

7 **MOTION:**

8 A motion was made by Councilmember Larkin to appoint Carol Winner as the  
9 Community Development Director.

10 **SECOND:**

11 The motion was seconded by Councilmember Kemp.

12 **VOTE:**

13 Mayor Pro Tem Hughes called for a vote, as follows:  
14

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

21 The vote was unanimous and the motion carried.  
22

23 Link to comments from Community Development Director Carol Winner, Mayor Pro  
24 Tem Hughes, the City Council, and City Manager John Willis: [00:06:05](#)  
25

26 **CONSENT CALENDAR:**

27 **a. Consider approval to award bid to Interstate Rock for the Pioneer Park**  
28 **Interpretive Trail.**  
29

30 BACKGROUND and RECOMMENDATION: This bid is to construct an 8' wide  
31 concrete trail from the west parking lot in Pioneer Park then east to the Red Hills  
32 Desert Garden parking lot. The approximate length of the trail is a half mile.  
33 The bid also includes the installation of shade structures, creating a plaza area  
34 adjacent to the west parking lot, and a bridge over the detention basin spillway.  
35 The trail will provide spectacular views of the city as well as provide a safer route  
36 for pedestrians from the overflow parking area next to the detention basin to the  
37 Red Hills Desert Garden. Interpretive signs depicting the history of the area will  
38 be installed along the trail, but these signs are not part of this bid. Staff  
39 recommends approval.  
40

41 **b. Consider approval of purchasing playground equipment via a state**  
42 **cooperative contract with Great Western Recreation for Royal Oaks Park.**  
43

44 BACKGROUND and RECOMMENDATION: This purchase is to replace the existing  
45 playground at Royal Oaks Park. The existing playground equipment was installed  
46 in 1999, which was almost 25 years ago. The typical lifespan of a playground is  
47 10 years, but with proper maintenance can last 15-20 years. Because the  
48 playground is older, it is difficult to find replacement parts as the playground  
49 manufacturer has stopped making many of the replacement parts. Without being  
50 able to make the proper repairs the playground is becoming a safety hazard. The  
51 replacement playground will utilize the same footprint as the existing playground.  
52 The surfacing will be changed to artificial turf which will make the playground  
53 more ADA accessible. Staff recommends approval.

- 5 **c. Consider approval to enter into an Encroachment and Landscape**  
6 **Maintenance Agreement with The Regency at Desert Color Community**  
7 **Association, Inc, Toll Southwest LLC, Desert Color Community Master**  
8 **Association, Inc, and Desert Color St. George LLC for installation and**  
9 **maintenance of landscape areas within the public right-of-way.**

10  
11 BACKGROUND and RECOMMENDATION: Regency is a community in Desert Color  
12 that would like to take responsibility for the landscape installation and  
13 maintenance within the development including public streets. Staff recommends  
14 approval.  
15

- 16 **d. Consider approval of a development and reimbursement agreement**  
17 **between Property Reserve, Inc., Suburban Land Reserve, Inc, and the**  
18 **City of St. George.**  
19

20 BACKGROUND and RECOMMENDATION: This agreement covers the design,  
21 installation, ROW acquisition, reimbursement and payments for a storm drain  
22 along 3000 East and Merrill Road and roadway improvements along Merrill Road.  
23 Staff recommends approval.  
24

- 25 **e. Consider approval of a reimbursement agreement with the Washington**  
26 **County Flood Control Authority for the purchase of property to restore**  
27 **the Ft. Pierce Wash at Quarry Ridge Drive.**  
28

29 BACKGROUND and RECOMMENDATION: This project will restore the floodplain  
30 along the Ft. Pierce Wash near Quarry Ridge Drive to prevent future flooding in  
31 the area. Staff recommends approval.  
32

- 33 **f. Consider approval of a reimbursement agreement with the Washington**  
34 **County Flood Control Authority for the Sunbrook Golf Course Emergency**  
35 **Maintenance Project.**  
36

37 BACKGROUND and RECOMMENDATION: This agreement reimburses costs  
38 associated with restoration and repairs along the Santa Clara River in the vicinity  
39 of Sunbrook Golf Course. The Washington County Flood Control Authority has  
40 reviewed and approved the agreement. Costs associated with this project include  
41 engineering services, environmental permitting, and construction costs in the  
42 amount of \$200,000. Staff recommends approval.  
43

- 44 **g. Consider approval of a reimbursement agreement with the Washington**  
45 **County Flood Control Authority for the Southgate Golf Course Emergency**  
46 **Maintenance Project.**  
47

48 BACKGROUND and RECOMMENDATION: This agreement reimburses costs  
49 associated with restoration and repairs along the Santa Clara River in the vicinity  
50 of Southgate Golf Course. The Washington County Flood Control Authority has  
51 reviewed and approved the agreement. Costs associated with this project include  
52 engineering services, environmental permitting, and construction costs in the  
53 amount of \$200,000. Staff recommends approval.

**h. Consider approval of a reimbursement agreement with the Washington County Flood Control Authority for the purchase of property to construct the Merrill Road Storm Drain Extension Project.**

BACKGROUND and RECOMMENDATION: This agreement reimburses costs associated with constructing a storm drain from Washington City through St. George along Merrill Road terminating at 3000 East. The Washington County Flood Control Authority has reviewed and approved the agreement. Staff recommends approval.

**i. Consider approval of a fee waiver for the Utah League of Cities and Towns BBQ event held on Thursday, April 18, 2024 at Vernon Worthen Park.**

BACKGROUND and RECOMMENDATION: The City of the St. George is a member of the Utah League of Cities and Towns and is the host city for this annual midyear conference. In the past, the City has waived fees (special event fee and park rental fee) for this BBQ which has taken place at Crosby, Town Square, and Vernon Worthen Parks. Staff recommends waiving the 1) Park reservation fee of \$400 and 2) the Special Event Permit fee of \$150.

**j. Consider approval of an Amendment to the UDOT Federal Aid Agreement for the Foremaster Drive Culvert Replacement Project.**

BACKGROUND and RECOMMENDATION: A UDOT Federal Aid Agreement was approved and signed 11/30/2020 for the repair and replacement of the Foremaster Dr culverts which were damaged during the August 2020 storm event. Since that time, various analyses and options were studied in order to accommodate the repair of the culverts. It was apparent that the ultimate fix to the infrastructure would be more extensive and costly to repair. The original agreement included UDOT's contribution to the project in the amount of \$1,838,496 with a City match of \$133,504 (total \$1,972,000). This amendment to the agreement adds the necessary additional funds required for the project to be bid by UDOT and continue into construction. The additional City obligation for the project is \$2,200,887 (total City obligation \$2,334,391). The current project total estimate (combined UDOT and City amounts) is \$4,172,887.

**k. Consider approval of minutes from the meetings held on February 1, 2024; February 8, 2024; February 15, 2024 (Work Meeting); February 15, 2024 (Regular Meeting); February 29, 2024; and February 29, 2024 (joint meeting with Planning Commission).**

Link to presentation from City Manager John Willis: [00:10:19](#)

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

Link to motion: [00:11:00](#)

5 **MOTION:**

6 A motion was made by Councilmember Larkin to approve the consent  
7 calendar, except for item e.

8 **SECOND:**

9 The motion was seconded by Councilmember Kemp.

10 **VOTE:**

11 Mayor Pro Tem Hughes called for a vote, as follows:  
12

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

19 The vote was unanimous and the motion carried.  
20

21 **PUBLIC HEARING/VACATE PORTION OF ROADWAY/ORDINANCE:**

22 **Public hearing and consideration of Ordinance No. 2024-010 vacating a**  
23 **portion of a roadway located between Lots 11 & 30 of Woodhaven Estates**  
24 **Subdivision and Crimson Cliffs Way.**  
25

26 BACKGROUND and RECOMMENDATION: This item is a clean up item from a road  
27 dedication in 2018. At the time, the City purchased property from private owners for  
28 a new roadway. With the dedication of the new roadway (Crimson Cliffs Way), a  
29 portion of the purchased property (approx. 22 feet wide) was inadvertently included  
30 in the road dedication. This portion of property needs to be vacated. Staff  
31 recommends approval.  
32

33 Link to introduction from City Manager John Willis and presentation from Public  
34 Works Director Cameron Cutler: [00:11:27](#)  
35

36 [Agenda Packet \[Page 116\]](#)  
37

38 Link to public hearing; no comments were given: [00:13:00](#)  
39

40 Link to motion: [00:13:20](#)  
41

42 **MOTION:**

43 A motion was made by Councilmember Larsen to approve Ordinance No.  
44 2024-010 vacating a portion of a roadway located between Lots 11 & 30 of  
45 Woodhaven Estates Subdivision and Crimson Cliffs Way.

46 **SECOND:**

47 The motion was seconded by Councilmember Larkin.

48 **VOTE:**

49 Mayor Pro Tem Hughes called for a roll call vote, as follows:  
50

51 Councilmember Hughes – aye  
52 Councilmember Larkin – aye  
53 Councilmember Larsen – aye

5 Councilmember Tanner – aye  
6 Councilmember Kemp – aye  
7

8 The vote was unanimous and the motion carried.  
9

10 **PUBLIC HEARING/VACATE A PORTION OF A PUBLIC UTILITY**  
11 **EASEMENT/ORDINANCE:**

12 **Public hearing and consideration of Ordinance No. 2024-011 to vacate a**  
13 **portion of a public utility easement evidenced by Entry No. 855330, The**  
14 **Cliffs of Snow Canyon Plat 'D', and also by Entry No. 941253, The Cliffs of**  
15 **Snow Canyon Plat 'F', both according to the official plat(s) thereof on file in**  
16 **the Washington County Recorder's Office, located in St. George, Washington**  
17 **County, Utah.**  
18

19 BACKGROUND and RECOMMENDATION: The final subdivision plats were approved by  
20 City Council - 1) The Cliffs of Snow Canyon Plat 'D' on the 20th day of November,  
21 2003 and recorded on the 9th day of December, 2003 - 2) The Cliffs of Snow Canyon  
22 Plat 'F' on the 3rd day of March, 2005 and recorded on the 27th day of April, 2005.  
23 The Joint Utility Commission recommended approval.  
24

25 Link to introduction from City Manager John Willis and presentation from Public  
26 Works Director Cameron Cutler, including discussion between the City Council and  
27 Mr. Cutler: [00:14:07](#)  
28

29 [Agenda Packet \[Page 120\]](#)  
30

31 Link to public hearing; no comments were given: [00:16:41](#)  
32

33 Link to motion: [00:16:56](#)  
34

35 **MOTION:**

36 A motion was made by Councilmember Larkin to approve Ordinance No.  
37 2024-011 to vacate a portion of a public utility easement evidenced by Entry  
38 No. 855330, The Cliffs of Snow Canyon Plat 'D', and also Entry No. 941253,  
39 The Cliffs of Snow Canyon Plat 'F'.  
40

41 **SECOND:**

42 The motion was seconded by Councilmember Larsen.

43 **VOTE:**

44 Mayor Pro Tem Hughes called for a roll call vote, as follows:

45 Councilmember Hughes – aye  
46 Councilmember Larkin – aye  
47 Councilmember Larsen – aye  
48 Councilmember Tanner – aye  
49 Councilmember Kemp – aye  
50

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

5 **AUTHORIZE ISSUANCE AND SALE OF NOT MORE THAN \$29,000,000 AGGREGATE**  
6 **PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS/RESOLUTION:**

7 **Consider adoption of Resolution No. 2024-007R of the City Council of the**  
8 **City of St. George, Utah authorizing the issuance and sale of not more than**  
9 **\$29,000,000 aggregate principal amount of General Obligation Bonds; and**  
10 **related matters.**

11  
12 BACKGROUND and RECOMMENDATION: On November 21, 2023 voters approved the  
13 City of St. George Special Bond election authorizing the issuance of \$29 million in  
14 General Obligation bond issuance to finance all or a portion of the costs of acquiring,  
15 constructing, and improving trails, parks and recreation facilities and amenities  
16 throughout the City for the purpose of connecting communities and revitalizing  
17 existing facilities (the "Series 2024 Project") and to pay expenses reasonably  
18 incurred in connection with the authorization and issuance of the Series 2024 Bonds.  
19 The bonds are to be due and payable in not to exceed 25 years from the date of the  
20 issuance of the bonds. Staff proposes to issue this debt in two separate tranches.  
21 The first tranche is proposed to be issued this year with the goal of securing  
22 \$15,250,000 in proceeds to move forward with the first set of projects. The second  
23 tranche for the remaining authorized balance is planned to be issued in 2027.  
24 Tonight's item is to consider adoption of a resolution authorizing the issuance and  
25 sale of not more than \$29,000,000 aggregate principal amount of General Obligation  
26 Bonds and related matters. Staff recommends approval.  
27

28 Link to introduction from City Manager John Willis and Budget and Financial Planning  
29 Director Robert Myers noting a correction on the agenda - the Resolution No. is  
30 2024-007R and Jason Burningham with Lewis Robertson Burningham, including  
31 discussion between the City Council, Mayor Pro Tem Hughes, and Mr. Burningham:

32 [00:18:03](#)

33  
34 [Agenda Packet \[Page 124\]](#)

35  
36 Link to motion: [00:36:26](#)  
37

38 **MOTION:**

39 A motion was made by Councilmember Kemp to approve Resolution No.  
40 2024-007R, authorizing the issuance and sale of not more than \$29,000,000  
41 aggregate principal amount of General Obligation Bonds; and related matters  
42 with all of the comments given in the presentation.

43 **SECOND:**

44 The motion was seconded by Councilmember Larsen.

45 **VOTE:**

46 Mayor Pro Tem Hughes called for a roll call vote, as follows:

47  
48 Councilmember Hughes – aye  
49 Councilmember Larkin – aye  
50 Councilmember Larsen – aye  
51 Councilmember Tanner – aye  
52 Councilmember Kemp – aye  
53



5 The vote was unanimous and the motion carried.  
6

7 **HILLSIDE DEVELOPMENT PERMIT:**

8 **Consider approval of a hillside development permit for Rimrock Wash Trail,**  
9 **generally located along 1450 East between 700 South and 900 South. Case**  
10 **No 2024-HS-002**  
11

12 BACKGROUND and RECOMMENDATION: The Hillside Review Board (HRB) held a  
13 public meeting on site to review the proposed Hillside Development Permit on  
14 January 24, 2024. The HRB forwarded a positive recommendation with conditions to  
15 the Planning Commission. On February 13, 2024, the Planning Commission held a  
16 public meeting and voted 7-0 to forward a positive recommendation with conditions.  
17

18 Link to introduction from City Manager John Willis and presentation from Planner Dan  
19 Boles, including discussion between the City Council and Mr. Boles: [00:37:27](#)  
20

21 [Agenda Packet \[Page 261\]](#)  
22

23 Link to motion: [00:39:37](#)  
24

25 **MOTION:**

26 A motion was made by Councilmember Larsen to approve the Rimrock Wash  
27 Trail application 2024-HS-002 based on the findings and recommendations of  
28 the Hillside Review Board and Planning Commission as listed in the staff  
29 report and recommended by the Hillside Review Board and Planning  
30 Commission.  
31

32 **SECOND:**

33 The motion was seconded by Councilmember Kemp.  
34

35 Link to clarification from Councilmember Larkin: [00:40:06](#)  
36

37 Link to vote: [00:40:26](#)  
38

39 **VOTE:**

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

41 Councilmember Hughes – aye  
42 Councilmember Larkin – aye  
43 Councilmember Larsen – aye  
44 Councilmember Tanner – aye  
45 Councilmember Kemp – aye  
46

47 The vote was unanimous and the motion carried.  
48

49 **PLANNED DEVELOPMENT AMENDMENT/ORDINANCE:**

50 **Consider approval of Ordinance No. 2024-012 amending an approved PD-C**  
51 **(Planned Development Commercial) on approximately 0.75 acres, located**  
52 **generally southeast of Pioneer Road on the existing private road, south of**  
53

5 **the existing office building and west of the I-15 exit 2 south-bound off ramp**  
6 **for the purpose of building a Del Taco restaurant. Case No. 2024-PDA-002**  
7

8 BACKGROUND and RECOMMENDATION: This location falls in Area 2.1 of the  
9 Atkinville Interchange Area Master Plan which was adopted in November of 2006.  
10 The application was reviewed by staff and then the Planning Commission who held a  
11 public hearing on the request on January 23, 2024. The Planning Commission  
12 recommended approval of the application with a unanimous 5-0 vote.  
13

14 [Agenda Packet \[Page 351\]](#)  
15

16 **AND**  
17

18 **PRELIMINARY PLAT**

19 **Consider approval of a preliminary plat for the Del Taco Preliminary Plat, a**  
20 **single lot, commercial plat located generally southeast of Pioneer Road on**  
21 **the existing private road, south of the existing office building and west of**  
22 **the I-15 exit 2 south-bound off ramp. Case No 2024-PP-001**  
23

24 BACKGROUND and RECOMMENDATION: On January 23, 2024, the Planning  
25 Commission held a public meeting to review the proposed single lot, commercial  
26 subdivision. They voted 5-0 to forward a positive recommendation to the City Council  
27 in favor of the preliminary plat as presented with no conditions.  
28

29 Link to introduction from City Manager John Willis and presentation from Planner Dan  
30 Boles, including discussion between the City Council and Mr. Boles: [00:40:35](#)  
31

32 [Agenda Packet \[Page 374\]](#)  
33

34 Link to motion: [00:45:05](#)  
35

36 **MOTION:**

37 A motion was made by Councilmember Tanner to approve Ordinance No.  
38 2024-012 amending an approved PD-C (Planned Development Commercial)  
39 on approximately 0.75 acres, located generally southeast of Pioneer Road on  
40 the existing private road, south of the existing office building and west of the  
41 I-15 exit 2 south-bound off ramp for the purpose of building a Del Taco  
42 restaurant, with the recommendations from the Planning Commission and  
43 staff.  
44

45 **SECOND:**

46 The motion was seconded by Councilmember Larkin.

47 **VOTE:**

48 Mayor Pro Tem Hughes called for a roll call vote, as follows:

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

5 The vote was unanimous and the motion carried.  
6

7 Link to motion: [00:46:12](#)  
8

9 **MOTION:**

10 A motion was made by Councilmember Larkin to approve the preliminary plat  
11 for the Del Taco Preliminary Plat, a single lot, commercial plat located  
12 generally southeast of Pioneer Road on the existing private road, south of the  
13 existing office building and west of the I-15 exit 2 south-bound off ramp.  
14

15 **SECOND:**

16 The motion was seconded by Councilmember Larsen.

17 **VOTE:**

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

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

25 The vote was unanimous and the motion carried.  
26

27 **PLANNED DEVELOPMENT AMENDMENT/ORDINANCE:**

28 **Consider approval of Ordinance No. 2024-013 amending an approved PD-R**  
29 **(Planned Development Residential) on approximately 5.92 acres, located at**  
30 **approximately 2000 South Mesa Palms Way for the purpose of building 51**  
31 **townhome units. Case No. 2024-PDA-024**  
32

33 BACKGROUND and RECOMMENDATION: The White Sage Terrace proposal was  
34 originally approved as Mesa Palms Ph.5. The project was approved for 23-patio  
35 home units. In November of 2009 the General Plan was changed to MDR (Medium  
36 Density Residential) which allows for up to 9 units per acre. In January 2014 the City  
37 Council heard and approved an amendment to Mesa Palms Ph.5. The amendment  
38 was to change the product type from patio homes to townhomes and increased the  
39 number of units from 23 units to 53 units. This new proposal is for 51 townhome  
40 units on 5.925 acres for a density of 8.60 units per acre. The Planning Commission  
41 held a public hearing on January 23, 2024 and recommended approval to the City  
42 Council.  
43

44 [Agenda Packet \[Page 383\]](#)  
45

46 **AND**

47 **PRELIMINARY PLAT**

48 **Consider approval of the preliminary plat for White Sage Terrace, a 51-lot**  
49 **townhome development located at approximately 2000 South Mesa Palms**  
50 **Way. Case No 2023-PP-062**  
51  
52  
53

5 BACKGROUND and RECOMMENDATION: The White Sage Terrace proposal was  
6 originally approved as Mesa Palms Ph.5. The project was approved for 23-patio  
7 home units. In November of 2009 the General Plan was changed to MDR (Medium  
8 Density Residential) which allows for up to 9 units per acre. In January 2014 the City  
9 Council heard and approved an amendment to Mesa Palms Ph.5. The amendment  
10 was to change the product type from patio homes to townhomes and increased the  
11 number of units from 23 units to 53 units. This new proposal is for 51 townhome  
12 units on 5.925 acres for a density of 8.60 units per acre. The Planning Commission  
13 held a public meeting on January 23rd, 2024 and recommended approval.  
14

15 Link to introduction from City Manager John Willis and presentation from Planner  
16 Mike Hadley, including discussion between the City Council, Assistant Public Works  
17 Director Wes Jenkins, City Manager John Willis, City Attorney Shawn Guzman, and  
18 Mayor Pro Tem Hughes: [00:47:35](#)  
19

20 [Agenda Packet \[Page 409\]](#)  
21

22 Link to motion: [00:58:20](#)  
23

24 **MOTION:**

25 A motion was made by Councilmember Larkin to approve Ordinance No.  
26 2024-013 amending an approved PD-R (Planned Development Residential) on  
27 approximately 5.92 acres, located at approximately 2000 South Mesa Palms  
28 Way for the purpose of building 51 townhome units, with the conditions that  
29 the drainage plan be brought to the City Manager before this is finalized and  
30 roof drainage is conveyed to the street on the south property line.  
31

32 **SECOND:**

33 The motion was seconded by Councilmember Kemp.

34 **VOTE:**

35 Mayor Pro Tem Hughes called for a roll call vote, as follows:

36 Councilmember Hughes – aye  
37 Councilmember Larkin – aye  
38 Councilmember Larsen – aye  
39 Councilmember Tanner – aye  
40 Councilmember Kemp – aye  
41

42 The vote was unanimous and the motion carried.  
43

44 Link to motion: [00:59:14](#)  
45

46 **MOTION:**

47 A motion was made by Councilmember Larsen to approve the preliminary plat  
48 for White Sage Terrace, a 51-lot townhome development located at  
49 approximately 2000 South Mesa Palms Way.  
50

51 **SECOND:**

52 The motion was seconded by Councilmember Larkin.

53 **VOTE:**

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

5 Councilmember Hughes – aye  
6 Councilmember Larkin – aye  
7 Councilmember Larsen – aye  
8 Councilmember Tanner – aye  
9 Councilmember Kemp – aye  
10

11 The vote was unanimous and the motion carried.  
12

13 **PLANNED DEVELOPMENT AMENDMENT:**

14 **Consider approval of Ordinance No. 2024-014 amending an approved PD-C**  
15 **(Planned Development Commercial) on approximately 18 acres, located**  
16 **along River Road and George Washington Boulevard for the purpose of**  
17 **creating a master signage plan for the River Crossing Development. Case**  
18 **No. 2024-PDA-003**  
19

20 BACKGROUND and RECOMMENDATION: This application proposes a master signage  
21 plan for the River Crossing development. In 2016, The Boulder Creek Commons  
22 Planned Development was established with a general layout of the property, and a  
23 use list (2015-ZC-035). Then in 2021, the name of this development was changed to  
24 River Crossing and a conceptual site plan was approved for phase one (2021-ZCA-  
25 081). Phase two followed in 2022 (2022-ZC-038). The original Boulder Creek  
26 Commons approval for the master sign plan (2016-ZCA-018) was May 5, 2016. At  
27 that meeting the City Council approved a master signage plan for both the east and  
28 west side of River Road. This is a new master sign proposal. The Planning  
29 Commission held a public hearing on February 13, 2024 and recommended approval.  
30

31 Link to introduction from City Manager John Willis and presentation from Planner  
32 Mike Hadley, including discussion between the City Council, Mayor Pro Tem Hughes,  
33 and Mr. Hadley: [00:59:53](#)  
34

35 [Agenda Packet \[Page 418\]](#)  
36

37 Link to motion: [01:04:10](#)  
38

39 **MOTION:**

40 A motion was made by Councilmember Tanner to approve Ordinance No.  
41 2024-014 amending an approved PD-C (Planned Development Commercial)  
42 on approximately 18 acres, located along River Road and George Washington  
43 Boulevard for the purpose of creating a master signage plan for the River  
44 Crossing Development including the prior agreed upon 15' limit and removal  
45 of the electronic message board.

46 **SECOND:**

47 The motion was seconded by Councilmember Larsen.

48 **VOTE:**

49 Mayor Pro Tem Hughes called for a roll call vote, as follows:  
50

51 Councilmember Hughes – aye  
52 Councilmember Larkin – aye  
53 Councilmember Larsen – aye

5 Councilmember Tanner – aye  
6 Councilmember Kemp – aye  
7

8 The vote was unanimous and the motion carried.  
9

10 **PLANNED DEVELOPMENT AMENDMENT:**

11 **Consider approval of Ordinance No. 2024-015 amending an approved PD-C**  
12 **(Planned Development Commercial) on approximately 1.92 acres, located**  
13 **along Pioneer Road and north of Sun River Parkway for the purpose of**  
14 **building a Les Schwab Tire Center. Case No. 2024-PDA-001**  
15

16 BACKGROUND and RECOMMENDATION: This lot is a part of the Sun River Commons  
17 area. This location falls in Area 2.1 of the Atkinville Interchange Area Master Plan.  
18 The applicant is proposing a new Les Schwab Tire Center at this location. The  
19 planned tire center will be a 12,476 square foot Les Schwab and a 2,880 enclosed  
20 truck maintenance area which is an approved use for this PD-C (Area 2.1 allows uses  
21 from C-2 zoning in the city code). The Planning Commission held a public hearing  
22 and recommended approval to the City Council.  
23

24 Link to introduction from City Manager John Willis and presentation from Planner  
25 Mike Hadley, including discussion between the City Council, Assistant Public Works  
26 Director Wes Jenkins, and Mr. Hadley: [01:05:01](#)  
27

28 [Agenda Packet \[Page 468\]](#)  
29

30 Link to motion, including comments and clarification: [01:10:07](#)  
31

32 **MOTION:**

33 A motion was made by Councilmember Tanner to approve Ordinance No.  
34 2024-015 amending an approved PD-C (Planned Development Commercial)  
35 on approximately 1.92 acres, located along Pioneer Road and north of Sun  
36 River Parkway for the purpose of building a Les Schwab Tire Center, with  
37 conditions from the Planning Commission and staff.  
38

39 **SECOND:**

40 The motion was seconded by Councilmember Larsen.

41 **VOTE:**

42 Mayor Pro Tem Hughes called for a roll call vote, as follows:

43 Councilmember Hughes – aye  
44 Councilmember Larkin – aye  
45 Councilmember Larsen – aye  
46 Councilmember Tanner – aye  
47 Councilmember Kemp – aye  
48

49 The vote was unanimous and the motion carried.  
50

51 **AMEND CITY CODE/ORDINANCE:**

52 **Consider approval of Ordinance No. 2024-016 amending Title 10-23,**  
53 **Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of**

5 **the city code to add additional provisions for the purpose of improving the**  
6 **water conservation efforts in the City of St. George. Case No. 2024-ZRA-004**  
7

8 BACKGROUND and RECOMMENDATION: Since 2021, Washington County Water  
9 conservancy District along with the surrounding communities, including St. George,  
10 have been discussing what can be done to conserve water in Washington County.  
11 This led to the approval of the water conservation amendments to Title 8 and 10 in  
12 the summer of 2022. These amendments were drafted to be in compliance with a  
13 model ordinance presented by the Washington County Water Conservancy District.  
14 Since the approval of the amendments, city staff has recognized the need to update  
15 our code to make some additional changes to aid in the water conservation efforts.  
16 The proposed amendment addresses water conservation as it relates to landscaping  
17 and golf courses. A public hearing was held at the Planning Commission meeting held  
18 on February 13, 2024.  
19

20 Link to introduction from City Manager John Willis and presentation from Community  
21 Development Director Carol Winner, including discussion between the City Council,  
22 Water Services Director Scott Taylor, City Manager John Willis, Mayor Pro Tem  
23 Hughes, City Attorney Shawn Guzman, Doug Bennett with Washington County Water  
24 Conservancy District, and Ms. Winner: [01:11:17](#)  
25

26 [Agenda Packet \[Page 493\]](#)  
27

28 Link to motion: [01:39:20](#)  
29

30 **MOTION:**

31 A motion was made by Councilmember Larkin to continue the item to March  
32 21st.

33 **SECOND:**

34 The motion was seconded by Councilmember Kemp.

35 **VOTE:**

36 Mayor Pro Tem Hughes called for a vote, as follows:  
37

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

44 The vote was unanimous and the motion carried.  
45

46 **AMEND CITY CODE/ORDINANCE:**

47 **Consider approval of Ordinance No. 2024-017 amending Title 9-3-C,**  
48 **Endangered Species Act Impact Fees, of the St. George City Code, to update**  
49 **the provisions as requested by Washington County who administers the**  
50 **Habitat Conservation Plan which is in place to protect the Mojave Desert**  
51 **Tortoise Habitat. Case No. 2024-ZRA-005**  
52  
53



5 BACKGROUND and RECOMMENDATION: In 1990, US Fish and Wildlife Service listed  
6 the Mojave Desert tortoise as threatened under the Endangered Species Act. Then in  
7 1995, the Habitat Conservation Plan (HCP) was established in Washington County to  
8 help preserve the Mojave Desert tortoise. Washington County administers the HCP,  
9 and recently they approached all municipalities within the county and requested each  
10 municipality to update their code to match their model code. Staff recommends  
11 approval.  
12

13 Link to introduction from City Manager John Willis and presentation from Community  
14 Development Director Carol Winner, including discussion between the City Council,  
15 City Manager John Willis, City Attorney Shawn Guzman, Mayor Pro Tem Hughes, and  
16 Ms. Winner: [01:39:53](#)  
17

18 [Agenda Packet \[Page 524\]](#)  
19

20 Link to motion: [01:49:10](#)  
21

22 **MOTION:**

23 A motion was made by Councilmember Larkin to approve Ordinance No.  
24 2024-017 amending Title 9-3-C, Endangered Species Act Impact Fees, of the  
25 St. George City Code, to update the provisions as requested by Washington  
26 County who administers the Habitat Conservation Plan which is in place to  
27 protect the Mojave Desert Tortoise Habitat.  
28

29 Link to further discussion between the City Council and City Attorney Shawn  
30 Guzman: [01:49:45](#)  
31

32 Link to second, further discussion between the City Council and City Attorney Shawn  
33 Guzman, and vote: [01:52:05](#)  
34

35 **SECOND:**

36 The motion was seconded by Councilmember Larsen.

37 **VOTE:**

38 Mayor Pro Tem Hughes called for a roll call vote, as follows:  
39

40 Councilmember Hughes – aye  
41 Councilmember Larkin – aye  
42 Councilmember Larsen – aye  
43 Councilmember Tanner – nay  
44 Councilmember Kemp – aye  
45

46 The motion carried.  
47

48 **APPOINTMENTS:**

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

50  
51 No appointments were made.  
52

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

5 Link to reports from Councilmember Larkin: [01:57:15](#)  
6

7 Link to reports from Councilmember Larsen: [01:58:50](#)  
8

9 **ADJOURN TO A CLOSED MEETING:**

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

14 A closed meeting was not held.  
15

16 **ADJOURN:**

17 Link to motion: [02:00:07](#)  
18

19 **MOTION:**

20 A motion was made by Councilmember Kemp to adjourn.

21 **SECOND:**

22 The motion was seconded by Councilmember Larkin.  
23

24 **VOTE:**

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

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

32 The vote was unanimous and the motion carried.  
33  
34  
35  
36  
37

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



**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2a

**Subject:**

Consider approval to award bid to Northstar Recreation Company for the slide refurbish at the City Pool.

**Item at-a-glance:**

Staff Contact: Shane Moore

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

275 E 700 S

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

This project was previously awarded to another vendor out of Texas, but the contract had to be terminated due the vendor not securing a contractor's license in Utah. Accordingly, the project was re-bid and Northstar Recreation Co was selected. The hydrotube at the City Pool has to be refurbished periodically; the slide was last refurbished in 2013. Staff recommends awarding the bid to Northstar Recreation Co in the amount of \$174,890.51.

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

The water slide at the City Pool surface has to be gelcoated and the joints need to be sealed to stop water leaks.

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

**Budget Impact:**

Cost for the agenda item: \$174,890.51

Amount approved in current FY budget for item: \$130,000

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

The cost overages will be covered by savings on two construction projects that were approved this year. The vault project at the Sand Hollow Aquatic Center and the concrete surfacing around the City Pool.

Description of funding source:

General Fund

**Recommendation (Include any conditions):**

Approval



**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2b

**Subject:**

Consider approval to award bid to Interstate Rock Products for the Brigham Road at Bloomington Drive Traffic Signal Project.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Brigham Road at Bloomington Hills Drive

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

This project was a formal bid and two bids were received.

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

This signal project includes pedestrian crossings on Brigham Road and modifications to the existing church parking lot for better flow and access for vehicles and pedestrians in the vicinity.

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

**Budget Impact:**

Cost for the agenda item: \$328,971

Amount approved in current FY budget for item: \$328,971

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

N/A

Description of funding source:

City budgeted funds for Traffic Signals

**Recommendation (Include any conditions):**

Approval

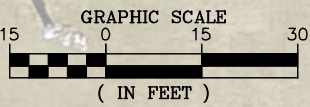
**BID TABULATION**  
**BRIGHAM ROAD & BLOOMINGTON HILLS DRIVE TRAFFIC SIGNAL PROJECT**  
**INQUIRY NO. 23-146**


**Bid Date: Thursday, February 22, 2024; 3:00 p.m.**

Item No.	Item Description	Unit	Bid Qty.	Engineer's Estimate		IRP		Caliber Contractor	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	LUMP	1	\$35,000.00	\$35,000.00	\$19,765.55	\$19,765.55	\$12,575.00	\$12,575.00
2	TRAFFIC CONTROL	LUMP	1	\$20,000.00	\$20,000.00	\$23,608.55	\$23,608.55	\$12,350.00	\$12,350.00
3	SURVEY	LUMP	1	\$5,000.00	\$5,000.00	\$6,134.05	\$6,134.05	\$10,650.00	\$10,650.00
4	REMOVE CURB & GUTTER	FEET	425	\$10.00	\$4,250.00	\$4.38	\$1,861.50	\$23.40	\$9,945.00
5	REMOVE CONCRETE FLATWORK	SQ FT	1,200	\$3.00	\$3,600.00	\$2.42	\$2,904.00	\$3.51	\$4,212.00
6	REMOVE "A" CURB	FEET	50	\$20.00	\$1,000.00	\$8.08	\$404.00	\$23.40	\$1,170.00
7	REMOVE FENCE	FEET	50	\$20.00	\$1,000.00	\$4.56	\$228.00	\$7.02	\$351.00
8	REMOVE PAINT STRIPING	FEET	1,100	\$3.00	\$3,300.00	\$4.89	\$5,379.00	\$4.68	\$5,148.00
9	REMOVE ASPHALT PAVEMENT	SQ FT	2,100	\$4.00	\$8,400.00	\$2.85	\$5,985.00	\$1.35	\$2,835.00
10	REMOVE TREE	EACH	1	\$500.00	\$500.00	\$2,935.25	\$2,935.25	\$760.50	\$760.50
11	REMOVE PIPE BOLLARD	EACH	2	\$250.00	\$500.00	\$343.60	\$687.20	\$292.50	\$585.00
12	RECONSTRUCT SEWER CLEANOUT	EACH	1	\$750.00	\$750.00	\$307.33	\$307.33	\$1,050.00	\$1,050.00
13	CURB AND GUTTER TYPE HB30-7	FEET	350	\$50.00	\$17,500.00	\$49.79	\$17,426.50	\$42.12	\$14,742.00
14	STD DRIVEWAY BRIDGE (D - ARCH)	FEET	80	\$225.00	\$18,000.00	\$231.24	\$18,499.20	\$429.00	\$34,320.00
15	CONCRETE FLATWORK (4" THICK)	SQ FT	450	\$9.00	\$4,050.00	\$10.32	\$4,644.00	\$8.45	\$3,802.50
16	CONCRETE FLATWORK (6" THICK)	SQ FT	475	\$12.00	\$5,700.00	\$14.71	\$6,987.25	\$13.55	\$6,436.25
17	PEDESTRIAN ACCESS RAMP	EACH	2	\$4,500.00	\$9,000.00	\$3,655.52	\$7,311.04	\$2,925.00	\$5,850.00
18	DETECTABLE WARNING SURFACE	SQ FT	40	\$40.00	\$1,600.00	\$18.35	\$734.00	\$49.00	\$1,960.00
19	ASPHALT PATCHING	SQ FT	1,800	\$7.00	\$12,600.00	\$13.08	\$23,544.00	\$7.49	\$13,482.00
20	RELOCATE PIPE BOLLARD	EACH	2	\$750.00	\$1,500.00	\$1,137.25	\$2,274.50	\$468.00	\$936.00
21	MODIFIED TYPE B5 CURB	FEET	150	\$30.00	\$4,500.00	\$56.33	\$8,449.50	\$42.12	\$6,318.00
22	LANDSCAPE RESTORATION	SQ FT	2,000	\$5.00	\$10,000.00	\$1.83	\$3,660.00	\$6.50	\$13,000.00
23	24" BOX TREE - ARIZONA ASH	EACH	1	\$1,500.00	\$1,500.00	\$550.36	\$550.36	\$750.00	\$750.00
24	PAVEMENT MARKING PAINT (4 INCH)	FEET	1,250	\$2.00	\$2,500.00	\$2.14	\$2,675.00	\$0.55	\$687.50
25	PAVEMENT MARKING PAINT (8 INCH)	FEET	350	\$3.00	\$1,050.00	\$6.12	\$2,142.00	\$1.20	\$420.00
26	PAVEMENT MARKING PAINT (12 INCH)	FEET	570	\$5.00	\$2,850.00	\$6.42	\$3,659.40	\$1.63	\$929.10
27	PAVEMENT MARKING MESSAGE	EACH	13	\$75.00	\$975.00	\$122.30	\$1,589.90	\$79.85	\$1,038.05
28	TRAFFIC SIGNAL SYSTEM BRIGHAM	LUMP	1	\$ 130,000.00	\$130,000.00	\$147,882.58	\$147,882.58	\$202,293.00	\$202,293.00
29	CCTV SYSTEM	LUMP	1	\$ 15,000.00	\$15,000.00	\$6,742.50	\$6,742.50	\$13,238.55	\$13,238.55
<b>Total Estimate:</b>					<b>\$321,625.00</b>	<b>Total Bid:</b>	<b>\$328,971.16</b>	<b>Total Bid:</b>	<b>\$381,834.45</b>

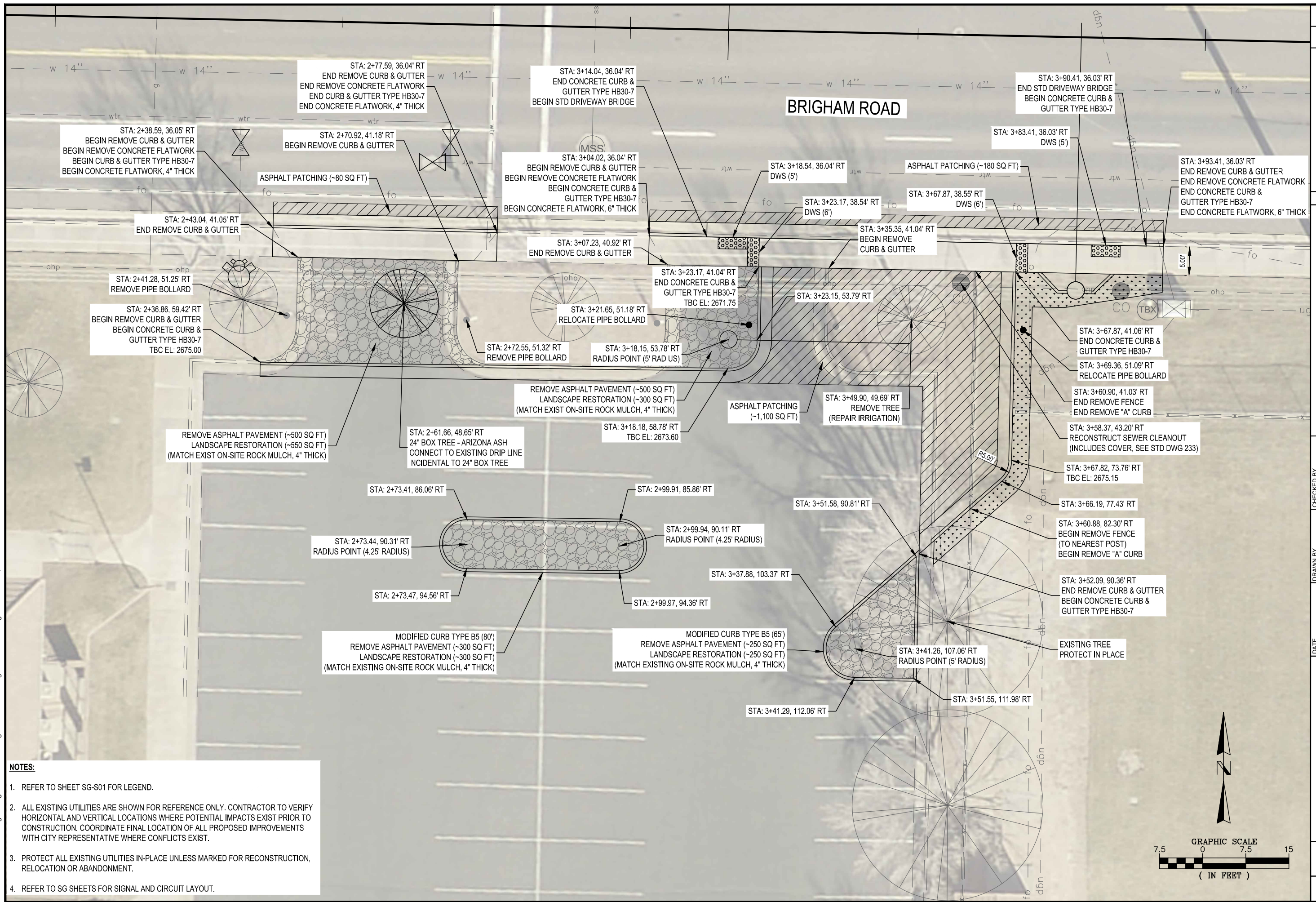
**Note:** Yellow highlight denotes error in bidder's calculation. Does not affect apparent low bid.






SHEET	SS-01					
PROJECT	BRIGHAM RD & BLOOMINGTON HILLS DR TRAFFIC SIGNAL					
INQUIRY NUMBER	23-146	MAINLINE PROJ. #	23-007			
SHEET NAME	STRIPING PLAN					
			DATE	DRAWN BY	CHECKED BY	TAR
			12/7/23	PBG		
 <div style="float: right;">             CITY OF ST. GEORGE              PUBLIC WORKS DEPARTMENT              175 EAST 200 NORTH              ST. GEORGE, UT 84770           </div>						
MAINLINE ENGINEERING 321 NORTH MALL DRIVE SUITE T101 ST. GEORGE, UT 84790						
				PROFESSIONAL ENGINEER _____		
				<i>Ph.B. Diller</i>		
				NO.		
				REVISIONS		
				BY DATE		





PROJECT		BRIGHAM RD & BLOOMINGTON HILLS DR TRAFFIC SIGNAL		DATE 12/7/23		DRAWN BY PBG		CHECKED BY TAR	
INQUIRY NUMBER		23-146		MAINLINE PROJ. #		23-007			
SHEET NAME				ROADWAY					
 <div> <div> MAINLINE ENGINEERING </div> <div> CITY OF ST. GEORGE PUBLIC WORKS DEPARTMENT 175 EAST 200 NORTH SUITE T01 ST. GEORGE, UT 84790 </div> </div>									
NO.				REVISIONS		BY		DATE	





**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2C

**Subject:**

Consider approval to award bid to Interstate Rock Products for the Sun River Parkway at Pioneer Road Traffic Signal Project.

**Item at-a-glance:**

Staff Contact: Carolyn Prickett

Applicant Name: N/A

Reference Number: N/A

Address/Location:

Sun River Parkway at Pioneer Parkway

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

This project was a formal bid and two bids were received.

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

This signal project includes will provide better access for vehicles and pedestrians in the vicinity of Sun River Parkway at Pioneer Road.

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

**Budget Impact:**

Cost for the agenda item: \$298,792.77

Amount approved in current FY budget for item: \$298,702.77

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

N/A

Description of funding source:

City budgeted funds for new Traffic Signals

**Recommendation (Include any conditions):**

Approval

**CITY OF ST GEORGE BID TABULATION**  
**23-152 - SUN RIVER PKWY & PIONEER RD TRAFFIC SIGNAL**  
**OPENING DATE: 2/22/2024**

ITEM NO	ITEM DESCRIPTION	UNIT	QTY	INTERSTATE ROCK		CALIBER CONTRACTOR	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	LUMP	1	\$19,944.06	\$19,944.06	\$ 13,162.50	\$13,162.50
2	TRAFFIC CONTROL	LUMP	1	\$30,144.75	\$30,144.75	\$ 19,597.50	\$19,597.50
3	SURVEY	LUMP	1	\$4,906.01	\$4,906.01	\$ 11,553.75	\$11,553.75
4	REMOVE CURB AND GUTTER	FEET	40	\$5.33	\$213.20	\$ 58.50	\$2,340.00
5	REMOVE CONCRETE FLATWORK	SQ FT	730	\$3.02	\$2,204.60	\$ 4.09	\$2,985.70
6	REMOVE PAINT STRIPING	FEET	225	\$15.28	\$3,438.00	\$ 4.68	\$1,053.00
7	HB 30-7 CURB AND GUTTER	FEET	40	\$49.92	\$1,996.80	\$ 42.41	\$1,696.40
8	CONCRETE FLATWORK (4" THICK)	SQ FT	700	\$10.17	\$7,119.00	\$ 8.02	\$5,614.00
9	PEDESTRIAN ACCESS RAMP	EACH	3	\$3,642.11	\$10,926.33	\$ 2,925.00	\$8,775.00
10	PAVEMENT MARKING PAINT 4"	FEET	825	\$2.73	\$2,252.25	\$ 0.64	\$528.00
11	PAVEMENT MARKING PAINT 8"	FEET	525	\$4.28	\$2,247.00	\$ 1.20	\$630.00
12	PAVEMENT MARKING PAINT 24"	FEET	78	\$18.34	\$1,430.52	\$ 3.38	\$263.64
13	PAVEMENT MARKING PAINT ARROW	EACH	5	\$134.50	\$672.50	\$ 87.80	\$439.00
14	RELOCATED SIGN ASSEMBLY	EACH	2	\$336.25	\$672.50	\$ 1,170.00	\$2,340.00
15	LANDSCAPE AND IRRIGATION REPAIR	LUMP	1	\$1,956.36	\$1,956.36	\$ 2,047.50	\$2,047.50
16	MODULAR BLOCK RETAINING WALL	LUMP	1	\$3,973.86	\$3,973.86	\$ 6,435.00	\$6,435.00
17	TRAFFIC SIGNAL SYSTEM	LUMP	1	\$150,977.19	\$150,977.19	\$ 175,336.20	\$175,336.20
18	CCTV SYSTEM AND COMMUNICATION LINE	LUMP	1	\$53,627.84	\$53,627.84	\$ 75,289.50	\$75,289.50
<b>TOTAL BID</b>					<b>\$298,702.77</b>	<b>TOTAL BID</b>	<b>\$330,086.69</b>

**Note:** Yellow highlight denotes error in bidder's calculation. Does not affect apparent low bid.

Scale: 1" = 50'



1	DATE	DESCRIPTION

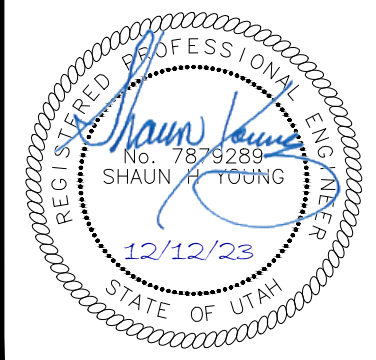
Designed by: JD  
Drafted by: JD  
Client Name:  
Kroger  
smc280 SG

**ANNA**  
ANDERSON WAHLEN & ASSOCIATES  
2010 North Redwood Road, Salt Lake City, Utah 84116  
(801) 521-8529 - aWengineering.net

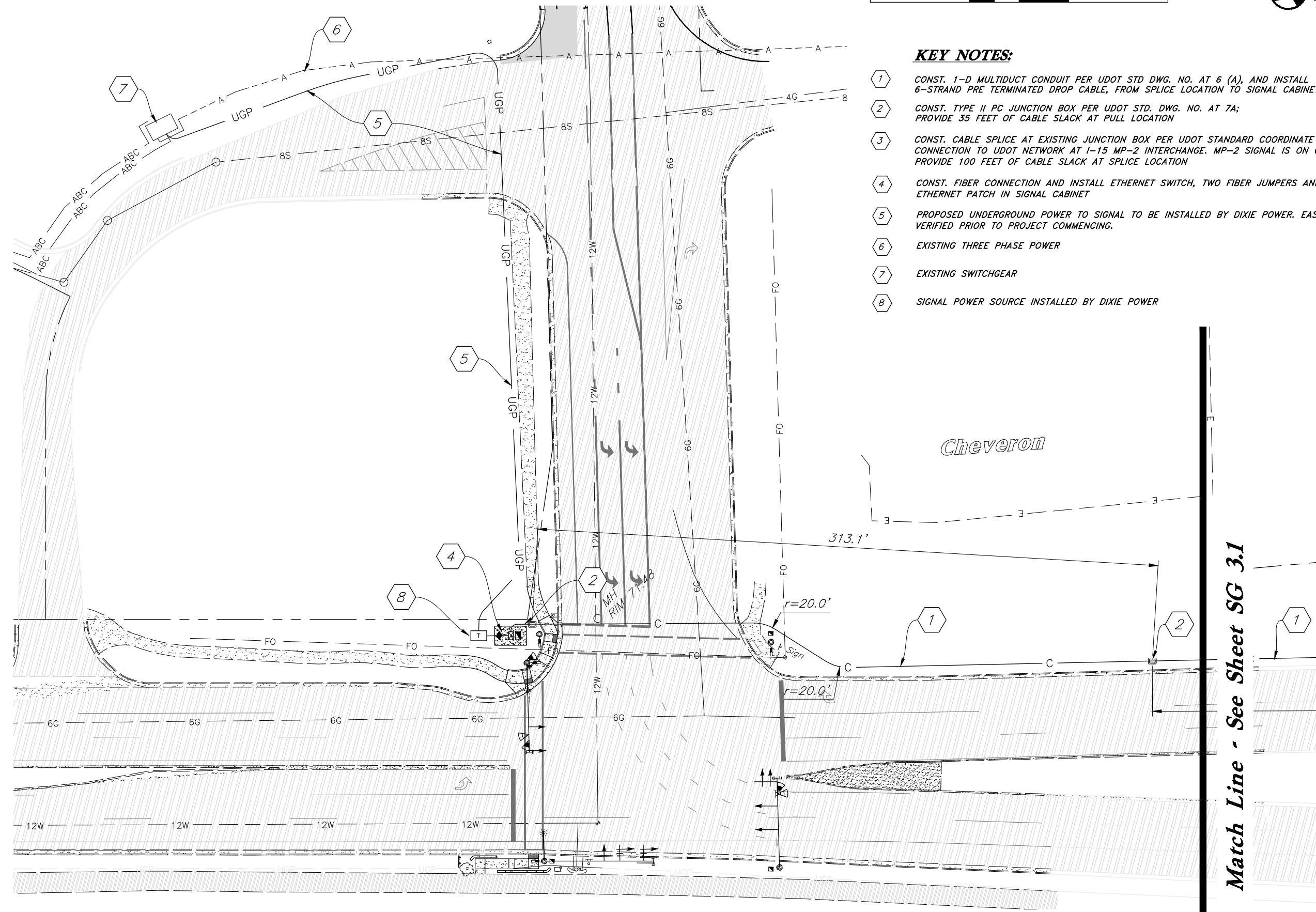
**ATMS & Power Plan**  
**Traffic Signal**  
Sun River Parkway & Pioneer Road  
St. George, Utah

13 Nov, 2023  
Sheet No.

**SG 3.2**



Site Construction Permit Plans (12/12/2023)



**KEY NOTES:**

- 1 CONST. 1-D MULTIDUCT CONDUIT PER UDOT STD DWG. NO. AT 6 (A), AND INSTALL 6-STRAND PRE TERMINATED DROP CABLE, FROM SPLICE LOCATION TO SIGNAL CABINET,
- 2 CONST. TYPE II PC JUNCTION BOX PER UDOT STD. DWG. NO. AT 7A; PROVIDE 35 FEET OF CABLE SLACK AT PULL LOCATION
- 3 CONST. CABLE SPLICE AT EXISTING JUNCTION BOX PER UDOT STANDARD COORDINATE WITH UDOT FOR CONNECTION TO UDOT NETWORK AT I-15 MP-2 INTERCHANGE. MP-2 SIGNAL IS ON CHANNEL 4809. PROVIDE 100 FEET OF CABLE SLACK AT SPLICE LOCATION
- 4 CONST. FIBER CONNECTION AND INSTALL ETHERNET SWITCH, TWO FIBER JUMPERS AND A CAT 5 ETHERNET PATCH IN SIGNAL CABINET
- 5 PROPOSED UNDERGROUND POWER TO SIGNAL TO BE INSTALLED BY DIXIE POWER. EASEMENTS SHALL BE VERIFIED PRIOR TO PROJECT COMMENCING.
- 6 EXISTING THREE PHASE POWER
- 7 EXISTING SWITCHGEAR
- 8 SIGNAL POWER SOURCE INSTALLED BY DIXIE POWER



**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2d

**Subject:**

Consider approval to award bid to Inliner Solutions for the 2024 Sewer Relining Project.

**Item at-a-glance:**

Staff Contact: John Cazier

Applicant Name: City of St. George

Reference Number: 24-150

Address/Location:

Various location in the City

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

This is an annual construction project to rehabilitate aging sewer mains throughout the city. The project went through the bid process; 2 bids were received ranging from a low bid of \$765,042 to a high bid of \$1,098,998. The project include installing 8,630 lineal feet of pipe liners from 8" through 21" in existing mains.

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

Due to corrosion from the harsh sewage environment the concrete sewer mains require repair to avoid needing to be dug up and replaced. Most of these lines are concrete, AC, or clay and have reached their useful life. This project will install a liner inside the existing pipe which will extend the life of the pipe by decades and save the need to replace them with open excavation.

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

**Budget Impact:**

Cost for the agenda item: \$765,042

Amount approved in current FY budget for item: approx \$900,000

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

N/A

Description of funding source:

Wastewater user fees.

**Recommendation (Include any conditions):**

Award the contract to Inliner Solutions

**St. George City**  
**2023 Sewer Relining Project**  
**Bid Date: March 3, 2023**

Item No.	Item Description	Quantity	Units	Inliner Solutions		Instiufirm Technologies	
				Unit Cost	Total	Unit Cost	Total
1	Mobilization	1	L.S.	\$75,500.00	\$75,500.00	\$127,500.00	\$127,500.00
2	Furnish and Install 8" Liner	2670	L.F.	\$45.00	\$120,150.00	\$46.00	\$122,820.00
3	Furnish and Install 10" Liner	1956	L.F.	\$54.00	\$105,624.00	\$73.00	\$142,788.00
4	Furnish and Install 15" Liner	1520	L.F.	\$76.00	\$115,520.00	\$110.00	\$167,200.00
5	Furnish and Install 18" Liner	1824	L.F.	\$112.00	\$204,288.00	\$200.00	\$364,800.00
6	Furnish and Install 21" Liner	660	L.F.	\$131.00	\$86,460.00	\$199.00	\$131,340.00
7	Furnish and Install 8"x4" Lateral Connection Including Lateral Liner Insert	19	Each	\$2,500.00	\$47,500.00	\$1,850.00	\$35,150.00
8	Furnish and Install 10"x4" Lateral Connection Including Lateral Liner Insert	1	Each	\$2,500.00	\$2,500.00	\$1,850.00	\$1,850.00
9	Furnish and Install 15"x4" Lateral Connection Including Lateral Liner Insert	2	Each	\$2,500.00	\$5,000.00	\$1,850.00	\$3,700.00
10	Furnish and Install 21"x4" Lateral Connection Including Lateral Liner Insert	1	Each	\$2,500.00	\$2,500.00	\$1,850.00	\$1,850.00
11	Point Repair Including Surface Improvments	0	Each	\$6,701.00	\$0.00	\$27,500.00	\$0.00
12	Cut away protrusions	0	Each	\$535.00	\$0.00	\$550.00	\$0.00
TOTAL OF BASE BID					\$765,042.00		\$1,098,998.00

**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2e

**Subject:**

Consider approval of a Reimbursement Agreement with the Washington County Flood Control Authority for the purchase of property to restore the Ft. Pierce Wash at Quarry Ridge Drive.

**Item at-a-glance:**

Staff Contact: Jay Sandberg

Applicant Name: N/A

Reference Number: N/A

Address/Location:

Quarry Ridge Drive

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

This project will improve river flow during floods, along the Ft. Pierce Wash in the vicinity of Meadow Valley Farms and Meadows Edge subdivisions and Quarry Ridge Drive.

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

The restoration project will prevent future flooding in the area.

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Approval

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND THE WASHINGTON COUNTY  
FLOOD CONTROL AUTHORITY FOR THE FT. PIERCE QUARRY RIDGE DRIVE RESTORATION PROJECT

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of St. George, Utah (hereinafter "CITY"), a municipal corporation, and the Washington County Flood Control Authority, (hereinafter "AUTHORITY").

RECITALS

Whereas, CITY and AUTHORITY wish to enter into an agreement to design and construct flood control improvements known as the ***Ft. Pierce Quarry Ridge Drive Restoration Project*** located within the City of St. George, and (hereinafter "Project") which shall be partially funded by the Authority; and

Whereas, AUTHORITY determined that the Project was within the mission of AUTHORITY, that they had funds available and that this was an appropriate project to assist on by providing funding therefore they authorized funding for the Project; and

Whereas, CITY will create and manage the Project and AUTHORITY will reimburse CITY for a portion of the work done on the project as provided herein.

Now therefore, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AUTHORITY and CITY agree as follows:

1. **Project**: At its own expense CITY shall complete engineering services, environmental permitting, and construction for the Project as described in the scope of work (Exhibit A which is hereby incorporated into this document). All aspects of the work shall be under the direction of CITY and shall be the sole responsibility of CITY. The Project shall be constructed consistent with approved plans and construction drawings on file with CITY. The Project shall not be deemed complete until accepted by CITY. Upon completion of construction, CITY shall assume all maintenance responsibilities and costs. CITY acknowledges that AUTHORITY does not have any ownership interest in, or any continuing liability relative to the Project other than the obligation to pay the reimbursement amount provided herein. CITY may construct or install other improvements in conjunction with Project, but those improvements shall not be considered part of the Project and shall have no effect on the amount of funds reimbursed to CITY. Changes to the Project that increase AUTHORITY's cost participation will not be made without consent from both parties to this Agreement.
2. **Compliance with City Design and Standards**: CITY acknowledges and agrees that it must comply with all applicable laws and requirements necessary for completion of the Project and compliance with the CITY's design and construction standards or if no standards have been adopted by CITY then CITY must comply with accepted industry standards.
3. **Reimbursement**: CITY and AUTHORITY anticipate the total cost of the Project to be \$80,000.00. AUTHORITY agrees to reimburse CITY for 100% of the actual costs of the Project up to \$80,000.00. A cost breakdown of the Project is shown in Exhibit A.
  - a. Payment of AUTHORITY's obligation shall be made in installments beginning within thirty (30) days of written proof of the actual costs of the Project.



- b. AUTHORITY reserves the right to adjust the payment plan if funds are not available. Available funds mean funds held by AUTHORITY in excess of 20% of the fees collected from the Primary Members of AUTHORITY during a fiscal year.
  - c. AUTHORITY shall not pay any CITY administrative fees. Administrative fees shall not be included in the price of the Project.
  - d. Pursuant to the Interlocal Agreement for the AUTHORITY the withdrawal of any Primary Member of the AUTHORITY from the AUTHORITY shall not adversely affect this Agreement or relieve the withdrawing Primary Member of its obligation to pay its share of obligations, indebtedness and liabilities incurred prior to withdrawal.
- 4. Indemnity. City shall defend, indemnify, save and hold harmless AUTHORITY, its governing body, officers and agents against all claims, demands, causes or action, suits or judgements, including but not limited to all claims, demands, causes of action, suits or judgements, including but not limited to all claims, demands, causes of action, suits or judgements for death or injuries to persons or for loss of or damage to property, arising out of or in connection with this Agreement. In the event of any such claims made or suits filed against AUTHORITY, AUTHORITY shall give CITY prompt written notice. CITY agrees to defend against any claims brought or actions filed against AUTHORITY, 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 indemnity herein, CITY agrees that AUTHORITY may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of CITY. Said attorney fees shall be reasonable and subject to review by CITY.
  - a. CITY shall indemnify, defend, save and hold harmless AUTHORITY, its governing body, officers, and representatives against any and all claims, suits, causes of action, demands, losses, costs and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution for:
    - i. death or injuries to persons or for loss of or damage to property caused by, resulting from, or arising out of or in connection with this Agreement.
    - ii. CITY's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under this Agreement.
    - iii. Claims by any employee of the CITY, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CITY's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CITY or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
  - b. AUTHORITY shall give CITY prompt written notice of any such claims or suits filed against AUTHORITY arising under this Agreement. CITY agrees to defend against any claims brought or actions filed against AUTHORITY arising out of the services provided under this Agreement, whether such claims or actions are rightfully or wrongfully brought or filed. When a claim is brought, or an action filed with respect to the subject of indemnity herein, CITY agrees that AUTHORITY may employ a separate attorney of its own selection to appear and defend the claim or action on its own behalf at the expense

of CITY. CITY shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for AUTHORITY.

- c. The insurance requirements in this agreement shall not be construed as limiting CITY'S liability. Irrespective of the requirements for CITY to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve CITY of obligations under this agreement.
5. Insurance: CITY shall have a continuing duty to require any contractor engaged to perform the work on the Project to procure and maintain insurance against claims for injuries to persons or damages to the property which may arise from, or in connection with the exercise of the rights, privileges, and authority granted hereunder to the CITY, its agents, representatives, or employees. CITY shall provide to the AUTHORITY for its respective interests may appear prior to the commencement of any work or installation of any facilities pursuant to this franchise.
- a. Neither contractor, nor any subcontractor, shall enter the site of the work or commence work under this contract before AUTHORITY has received and accepted certificate(s) of insurance, and insurance endorsements.
  - b. Insurance certificates shall set forth the following information and shall be signed by an authorized representative of the insurance company:
    - i. Name and address of the insured.
    - ii. Shall name as certificate holder the AUTHORITY. Certificate holder shall be named as additional primary insured without offset against their exiting insurance.
    - iii. The location of the operations to which the insurance applied.
    - iv. The number of the policy and the type of types of insurance in force thereunder on the date borne by the certificate.
    - v. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
    - vi. A statement that the insurance covered by the certificate applies to all of the operations on and at the site of the work which are undertaken by the insured during the life of the contract.
    - vii. A statement that all coverage is on an occurrence basis rather than a claims basis.
    - viii. A provision that the policy or policies may not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by AUTHORITY.
    - ix. A statement that a cross liability or severability of interests' clause is included, unless a separate policy covering AUTHORITY is provided.
    - x. Name, address, and telephone number of the insurance company's agent of process in Utah.
    - xi. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverages.
  - c. Commercial General Liability and Property Damage Insurance:
    - i. Contractor shall procure, and maintain during the life of the contract, such general liability and property damage insurance necessary to protect itself,

AUTHORITY, and CITY, the certificate holder, and subcontractors performing work under this contract, from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage arising from operations under this contract, whether such operations are the contractor's or the subcontractors'.

- ii. The minimum general liability and property damage liability shall be as follows:
    1. Comprehensive general liability insurance for insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000 Dollars.
    2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000 Dollars.
    3. Broad form property damage insurance in an amount not less than \$300,000 Dollars.
  - iii. Such policy shall include each of the following coverage's:
    1. Comprehensive form.
    2. Premises – operations.
    3. Explosion and collapse hazard.
    4. Underground hazard.
    5. Product/completed operations hazard.
    6. Contractual insurance.
    7. Broad form property damage, including completed operations.
    8. Independent contractors.
    9. Personal injury.
  - d. Builder's "All Risk" Insurance. Contractor shall provide certificates of insurance showing that contractor has obtained, for the duration of the contract time, builder's risk "All Risk" insurance in the amount equal to the contract price including flood, tidal wave, and earthquake, but excluding tidal wave and earthquake coverage in excess of 5 percent of the contract price.
6. Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of CITY and WCF, which consent shall not be unreasonably withheld.
  7. Binding Effect. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, assigns, receivers, and successors of the parties.
  8. No Joint Venture, Partnership or Third-Party Rights. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between WCF and CITY. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
  9. Integration. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

10. Severability. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such a decision shall not affect any other part or provision of this Agreement.
11. Survival. It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
12. Headings. The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
13. 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.
14. Notices. All notices required herein, and subsequent correspondence in connection with this agreement shall be given in writing and shall be mailed to the following:

Washington County Flood Control Authority  
111 East Tabernacle  
St. George, Utah 84770  
Attn: Washington County Clerk

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

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.

15. Attorney Fees and Court Costs. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney fees, court costs, and any other reasonable costs incurred in connection with such action, whether at trial or on appeal.
16. Counterparts. This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
17. Authority of Parties. The parties executing this Agreement warrant and represent that they are duly authorized to do so in the capacity stated.

Washington County Flood Control Authority:

City of St. George, Utah:

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Jimmie Hughes, Chairman

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Michele Randall, Mayor

Attest:

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Daniel Baldwin, Deputy City Attorney

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Christina Fernandez, City Recorder

**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2f

**Subject:**

Consider approval of a Reimbursement Agreement with Quality Development for a 12" Desert Canyon Southern Parkway Extension.

**Item at-a-glance:**

Staff Contact: John Cazier

Applicant Name: Irrigation Department

Reference Number: N/A

Address/Location:

Desert Terrace Subdivision Skywalker Way to SR-7

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

Quality Excavation is currently constructing Desert Terrace Subdivision that includes irrigation lines from the Master Plan. This agreement has Quality install the lines prior to the roadways being constructed to save future construction costs.

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

The Desert Terrace subdivision improvements include master planned Irrigation lines from the Master Plan.

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

**Budget Impact:**

Cost for the agenda item: 102293.79

Amount approved in current FY budget for item: 74000

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

There are a couple of other projects that are not going to be completed this fiscal year that will have budgeted funds that can be used.

Description of funding source:

Impact Fees

**Recommendation (Include any conditions):**

Staff recommends approval



**CITY OF ST. GEORGE REIMBURSEMENT AGREEMENT  
FOR 12" DESERT CANYON SOUTHERN PKWY EXTENSION WITH QUALITY EXCAVATION**  
*(Developer Construct-City Reimburse Developer)*

THIS AGREEMENT is entered into this \_\_\_\_\_ by and between the City of St. George, a Utah municipal corporation, ("CITY"), and Quality Excavation, Inc., a Utah Corporation, ("Developer"). City and Developer are herein collectively referred to as the "Parties."

**RECITALS**

WHEREAS, Developer owns property at Desert Terrace at Desert Canyon, St. George, Utah (the "Property"); and

WHEREAS, Developer to serve the Desert Canyons Subdivisions with secondary irrigation water, the irrigation main must be extended to a connecting point on the north side of SR-7; and

WHEREAS, the installation of the irrigation main during the construction phase of the utilities, prior to placing surface improvements will save the city considerable costs; and

WHEREAS, the irrigation main extension is part of the master plan; and

WHEREAS, City, acting pursuant to its authority under Utah Code Annotated, Section 10-9a-101, et. seq., and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has determined this Agreement is in the best interest of the citizens of the City of St. George, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **THE PROJECT.** Quality Excavation will provide and install 508 lineal feet of 14" DR-14 HDPE pipe in an existing sleeve under SR-7, 325' of 12" PVC C-900 pipe, (2) 12" Gate Valves, (4) 12" Bends, (1) 2" Air/Vac, and any necessary appurtenances needed to complete a fully functional crossing/extension.
2. **REIMBURSEMENT.** Upon completion of the Project to City's satisfaction, Developer shall request reimbursement from City in writing. The request for reimbursement shall be accompanied by a detailed description of the costs of the Project. City may request more



information from Developer regarding the actual costs and management of the Project, and Developer shall comply with any such request. Within a reasonable time of the receipt of the request for reimbursement and any requested additional information, City will reimburse Developer in the amount of \$102,293.79. The amount of City's obligation for reimbursement shall not increase due to an increase in the costs of construction without the express written consent of City.

3. **REPRESENTATIVES.** The representative for the City for this Project will be John Cazier. The representative for Developer will be Mike Bracken.
4. **EXHIBITS.** All exhibits attached hereto are incorporated as part of this Agreement.
5. **DESIGN AND CONSTRUCTION STANDARDS.** All design, construction, inspection, and testing associated with the Project shall comply with the City of St. George Standard Specifications for Design and Construction. It shall be the responsibility of Developer to ensure compliance with the standard specifications, and no reimbursement shall be made under this Agreement until City determines that the Project is in compliance with the standard specifications.
6. **COMPLIANCE WITH APPLICABLE LAWS.** Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Developer from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of City, except as modified, waived or declared in this Agreement.
7. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.
8. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances, and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.
9. **INDEMNITY AND LIABILITY.** Developer shall indemnify City against all claims, demands, causes or action, suits, or judgments, including but not limited to 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 or in connection with the Project to the extent that it relates to performance of construction, injury, or damage related to the acts of Developer or its agents or assigns. In the event of any such claims made or suits filed against the City,

City shall give Developer prompt written notice. Developer agrees to defend against any claims brought or actions filed against 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 indemnity herein, Developer agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of Developer. Said attorney fees shall be reasonable and subject to review by Developer. Developer shall be responsible for all costs associated with any claim, demand, action, suit, or judgment including attorney fees for which they indemnify or defend City.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to or shall be deemed to be a waiver of the City's governmental immunity as set forth in applicable statutory and case law.
11. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, 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.
12. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.
13. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

CITY: City of St. George  
175 East 200 North  
St. George, Utah 84770  
Attention: John Cazier

DEVELOPER Quality Excavation, Inc.  
1472 East 3950 South  
St. George, Utah 84770  
Attention: Mike Bracken

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.

14. **SUCCESSORS AND ASSIGNS.** Developer shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
15. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
16. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.
17. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
18. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
19. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
21. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

**IN WITNESS WHEREOF,** the parties have executed this Agreement the day and year first above written.

CITY: CITY OF ST. GEORGE

DEVELOPER: Quality Excavation, Inc.

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Michele Randall, Mayor

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Ed Burgess, Owner

Attest:

Approved as to form:  
City Attorney's Office

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Christina Fernandez, City Recorder



QUALITY EXCAVATION, INC.  
1472 East 3950 South  
St. George, Ut 84790  
(435) 634-0111  
Fax (435) 674-3711

# PROPOSAL

TO: City of St. George

PHONE	DATE
	1/16/20
JOB NAME/LOCATION	
Desert Terrace Subdivision Desert Canyons	
JOB CODE	JOB PHONE

Quality Excavation proposes to do the following:

	QUANTITY	UNIT COST	EXTENDED TOTAL
Install 508' 14" DR-14 HDPE pipe in existing sleeve 325' 12" purple C-900 pipe 2 -12" Gate Valves 4 -12" Bends 1 2" Air Vac Upsize 6" tee and valve to 12"	1 LS		\$102,293.79

NOTES:

- Prices on this Proposal include the price of fuel at the date of signing.  
Due to the increase in fuel prices, any fuel price increase during the contract will be surcharged as a Change Order.

**\$102,293.79**

**We Propose** hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

**One hundred two thousand two hundred ninety three** dollars **79/100's**

Payment to be made as follows:

Progressively upon completion of work. Payment is due 10 days after invoice, unless other arrangements are made in writing.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alternation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized  
Signature

Note: This proposal may be withdrawn  
by us if not accepted within 7 days.

**Acceptance of Proposal -**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_





**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2g

**Subject:**

Consider approval of a Real Property Donation Agreement between City of St. George and Fort Pearce, LLC.

**Item at-a-glance:**

Staff Contact: Mark Goble

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Approximately 2000 E Riverside Drive

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

This is a landlocked .46 acre parcel that has no direct access to an adjacent roadway and the current owners (Fort Pearce, LLC) would like to transfer ownership. Because the Middleton Wash Trail runs through the parcel, the owners would like to donate the property to the City. The property to the east of this parcel is open space that was dedicated to the City as part of the Knettas Knoll Subdivision Final Plat so this donation will add to the existing open space.

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

The purpose of the donation agreement is to donate property to the City which already has a City maintained multi-use trail running through the parcel. The owners would like the City to pay the overdue Washington County property taxes, which as of March 12, 2024 is \$875.68, in exchange for the property. The City will also pay the recording fee.

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

**Budget Impact:**

Cost for the agenda item: \$875.68

Amount approved in current FY budget for item: \$15,000.00

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

Approved

Description of funding source:

Professional & Technical Services General Fund

**Recommendation (Include any conditions):**

Approval.



## REAL PROPERTY DONATION AGREEMENT BETWEEN CITY OF ST. GEORGE AND FORT PEARCE, LLC

This Agreement is made and entered into this \_\_\_\_\_ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter “CITY”), and Fort Pearce, LLC, a Utah limited liability company, at 8265 S 1850 W, West Jordan, Utah 84088, (hereinafter “DONOR”).

### RECITALS:

WHEREAS, Donor is the owner of certain real property and desires to donate said property to City; and

WHEREAS, City wishes to accept the donation of the property from Donor.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties do mutually agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein by reference.
2. **PROPERTY TO BE DONATED.** The donated property is described as Washington County, Utah Parcel SG-5-2-33-4271, hereinafter the “Property”, and more fully described in Exhibit A attached hereto and fully incorporated herein. At the time the Property is transferred to City pursuant to this Agreement, the Property shall be free and clear of all encumbrances including but not limited to liens and property taxes. Donor represents that the only encumbrances on the property as of March 12, 2024 are: Washington County property taxes for 2020, 2021, 2022, and 2023, in the total amount of \$875.68. City agrees to pay the foregoing Washington County taxes associated with the Property prior to the time of transfer. City acknowledges that the amount accrues daily. Any encumbrances above and beyond the Washington County taxes described herein shall be the sole responsibility of Donor, and shall be paid by Donor prior to the time of transfer of the Property. Property shall be transferred by warranty deed, attached hereto as Exhibit B. City shall pay any costs associated with recording the warranty deed with the Washington County Recorder’s office.
3. **DONATION FORM.** When the donation of the Property is completed, and should the Donor present the City with IRS form 8283 for the contribution made by Donor under this Agreement, City shall execute the same acknowledging such contribution. Such acknowledgment is to the donation itself and not to the claimed value of the donation.
4. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State

of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

5. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, excluding reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, excluding reasonable attorney's fees. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all court costs incurred in connection with such action except attorney's fees. The parties agree that each shall pay their own attorney's fees.
6. **MODIFICATION OF AGREEMENT.** All modifications shall be in writing and executed by both parties.
7. **SUCCESSORS AND ASSIGNS.** Donor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
8. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
9. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between City and Donor and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this Property.
10. **MERGER.** This Agreement shall survive the conveyance of the Property.

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

CITY OF ST. GEORGE

FORT PEARCE, LLC

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

\_\_\_\_\_  
Merlin G. Pearce, Managing Member

Attest:

\_\_\_\_\_  
Lex J. Pearce, Managing Member

\_\_\_\_\_  
Christina Fernandez

\_\_\_\_\_  
Tonette P. Harris, Managing Member

Approved as to Form:  
City Attorney's Office

\_\_\_\_\_  
Alicia Carlton, Assistant City Attorney

EXHIBIT "A"

A.P.N.: SG-5-2-33-4271

BEGINNING AT A POINT NORTH 0°31'13" WEST 676.99 FEET ALONG CENTER SECTION LINE FROM SOUTH 1/4 CORNER SECTION 28 TOWNSHIP 42 SOUTH RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 51°19'32" WEST 163.22 FEET TO 840 FEET RADIUS CURVE LEFT; THENCE SOUTHWESTERLY 363.24 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT; THENCE SOUTH 90° WEST 230.86 FEET; THENCE SOUTH 0° WEST 2,997.74 FEET TO CENTER SECTION LINE; THENCE SOUTH 89°41'26" EAST 549.82 FEET ALONG CENTER SECTION LINE; THENCE NORTH 23°22' WEST 72.26 FEET; THENCE NORTH 36°15' WEST 372 FEET; THENCE NORTH 0° E 360 FEET; THENCE NORTH 90° EAST 320 FEET TO CENTER SECTION LINE; THENCE NORTH 0°52'30" WEST 626.57 ALONG CENTER SECTION LINE TO 1/16 CORNER; THENCE SOUTH 89°15'28" EAST 178.33 FEET ALONG 1/16 LINE; THENCE NORTH 70°09' EAST 208.98 FEET; THENCE NORTH 51°32' EAST 613 FEET; THENCE NORTH 44°53' EAST 131 FEET; THENCE NORTH 20°55' EAST 229 FEET; THENCE NORTH 08°17' EAST 170 FEET; THENCE NORTH 15°41' WEST 197 FEET; THENCE NORTH 02°56' WEST 22.94 FEET; THENCE NORTH 32°55'01" WEST 313.90 FEET; THENCE NORTH 0°30'15" WEST 1,237 FEET; THENCE NORTH 89°48'37" WEST 850 FEET TO POINT ON CENTER SECTION LINE; THENCE SOUTH 0°31'13" EAST 84.44 FEET ALONG CENTER SECTION LINE; THENCE SOUTH 38°30' WEST 257 FEET; THENCE SOUTH 06°46'38" EAST 144 FEET; THENCE SOUTH 53°30' EAST 116.96 FEET; THENCE NORTH 90° EAST 52.73 FEET TO POINT ON CENTER SECTION LINE; THENCE SOUTH 0°31'13" EAST 112.42 FEET TO POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT NORTH 19°02'36" EAST 50.50 FEET FROM SOUTH 1/4 SECTION 28 TOWNSHIP 42 SOUTH RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 19°02'36" EAST 54.85 FEET TO POINT OF 600.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 203.15 FEET ALONG THE ARC OF SAID CURVE; THENCE NORTH 51°19'32" EAST 405.77 FEET; THENCE NORTH 90° EAST 396.55 FEET; THENCE NORTH 0°30'15" WEST 754.31 FEET; THENCE NORTH 89°48'37" WEST 850.00 FEET TO POINT ON THE CENTER SECTION LINE; THENCE SOUTH 0°31'13" EAST 84.44 FEET ALONG CENTER SECTION LINE; THENCE SOUTH 38°30' WEST 257 FEET; THENCE SOUTH 06°46'38" EAST 144 FEET; THENCE SOUTH 53°30' EAST 116.96 FEET; THENCE NORTH 90° EAST 52.73 FEET TO POINT ON CENTER LINE; THENCE SOUTH 0°31'13" EAST 112.42 FEET ALONG CENTER SECTION LINE; THENCE SOUTH 51°19'32" WEST 163.22 FEET TO POINT OF 840.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 363.24 FEET ALONG THE ARC OF SAID CURVE; THENCE SOUTH 90° WEST 230.86 FEET; THENCE SOUTH 0° EAST 246.88 FEET; THENCE NORTH 90° EAST 607.43 FEET TO POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT NORTH 0°54'14" EAST 212.92 FEET ALONG SECTION LINE AND SOUTH 90° EAST 771.16 FEET FROM SOUTH 1/4 CORNER OF SECTION 28 TOWNSHIP 42 SOUTH RANGE 15 WEST, SALT



LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 53°44'58" EAST 98.61 FEET; THENCE SOUTH 0°55'12" WEST 163.21 FEET; THENCE NORTH 36°15'02" WEST 130.05 FEET TO POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT N 88°41'20" W 456.31 FEET ALONG THE SECTION LINE AND S 00°00'00" E 1452.48 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 00°03'31" W 3.04 FEET TO THE POINT OF A 4409.51 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH CENTRAL ANGLE OF 7°42'52" AND ALONG THE ARC OF SAID CURVE 593.71 FEET TO THE POINT OF TANGENCY; THENCE S 07°46'23" W 132.13 FEET TO THE POINT OF A 560.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 34°30'24" AND ALONG THE ARC OF SAID CURVE 337.26 FEET; THENCE N 01°25'27" E 1031.77 FEET; THENCE S 88°28'20" E 173.34 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT NORTH 88°41'20" WEST 338.97 FEET ALONG THE SECTION LINE AND SOUTH 00°00'00" EAST 1979.71 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 01°25'27" WEST 360.00 FEET; THENCE SOUTH 34°49'33" EAST 372.00 FEET; THENCE SOUTH 21°56'33" EAST 72.26 FEET; THENCE NORTH 88°15'59" WEST 549.82 FEET; THENCE NORTH 01°25'27" EAST 105.29 FEET TO A POINT ON A 640.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 40°00'52" WEST); THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 42°12'45" AND ALONG THE ARC OF SAID CURVE 471.52 FEET TO THE POINT OF TANGENCY; THENCE NORTH 07°46'23" EAST 132.13 FEET TO THE POINT OF A 4489.51 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 00°59'50" AND ALONG THE ARC OF SAID CURVE 78.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT NORTH 88°41'20" WEST 366.82 FEET ALONG THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING A POINT ON A 760.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS SOUTH 82°42'22" EAST; THENCE SOUTHWESTERLY 64.05 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°49'43"; THENCE SOUTH 0°03'31" WEST 1389.81 FEET TO THE POINT OF A 4489.51 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 604.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°42'52" TO THE POINT OF TANGENCY; THENCE SOUTH 7°46'23" WEST 132.13 FEET TO THE POINT OF A 640.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 472.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°17'24" TO THE SOUTHEAST CORNER OF PREVIOUSLY DEDICATED "RIVERSIDE DRIVE", AS SHOWN ON DEDICATION PLAT RECORD #392619; THENCE NORTH 1°25'54" EAST 113.30 FEET ALONG THE EAST LINE OF SAID PLAT TO THE NORTHEAST CORNER OF SAID PLAT, SAID POINT ALSO BEING A POINT ON A 560.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS NORTH 47°37'14" WEST; THENCE NORTHEASTERLY 338.24 FEET ALONG THE ARC OF SAID CURVE

THROUGH A CENTRAL ANGLE OF 34°36'22" TO THE POINT OF TANGENCY; THENCE NORTH 7°46'23" EAST 132.13 FEET TO THE POINT OF A 4409.51 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 593.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°42'52" TO THE POINT OF TANGENCY; THENCE NORTH 0°03'31" EAST 1391.45 FEET TO A POINT ON AN 840.00 FOOT, NON-TANGENT RADIUS CURVE TO THE RIGHT, THE RADIUS POINT BEARS SOUTH 87°39'09" EAST; THENCE NORTHEASTERLY 64.14 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°22'29" TO A POINT ON THE NORTH LINE OF SAID SECTION 33; THENCE SOUTH 88°41'20" EAST 80.40 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT NORTH 88°41'20" WEST 444.75 FEET ALONG THE SECTION LINE AND NORTH 0° EAST 19.11 FEET FROM NORTH 1/4 CORNER OF SECTION 33 TOWNSHIP 42 SOUTH RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE, SAID POINT ALSO BEING ON A 840.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 81°58'03" EAST), AND RUNNING THENCE ALONG SAID RIGHT OF WAY AND THE PROPOSED RIGHT OF WAY OF RIVERSIDE DRIVE EXTENSION FOR THE FOLLOWING (3) COURSES: SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 5°41'0" AND ALONG THE ARC OF SAID CURVE 83.32 FEET; THENCE SOUTH 0°03'31" WEST 1,388.43 FEET; THENCE NORTH 88°28'20" WEST 173.34 FEET; THENCE NORTH 01°25'27" EAST 1,470.83 FEET; THENCE SOUTH 88°34'33" EAST 145.72 FEET TO POINT OF BEGINNING.

LESS AND EXCEPTING:

LAND IN SG-5-2-28-23031

LESS AND EXCEPTING:

.46 AC TO MERCHANT BLDG & DEV.

LESS AND EXCEPTING:

BEGINNING AT A NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°32'57" WEST 1979.99 FEET ALONG THE CENTER SECTION LINE; THENCE NORTH 88°34'33" WEST 386.36 FEET TO THE FUTURE EAST LINE OF RIVERSIDE DRIVE; THENCE NORTHERLY 526.03 FEET ALONG AN ARC OF A 4489.51 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 83°13'40" WEST; LONG CHORD BEARS NORTH 03°24'56" EAST 525.73 FEET WITH A CENTRAL ANGLE OF 06°42'48") ALONG THE FUTURE EAST LINE OF RIVERSIDE DRIVE; THENCE NORTH 00°03'31" EAST 1382.18 FEET ALONG THE FUTURE EAST LINE OF RIVERSIDE DRIVE; THENCE NORTHERLY 71.97 FEET ALONG AN ARC OF A 760.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 88°07'55" EAST; LONG CHORD BEARS NORTH 04°34'51" EAST 71.94 FEET WITH A CENTRAL ANGLE OF 05°25'32") ALONG THE FUTURE EAST LINE OF RIVERSIDE DRIVE TO THE SECTION LINE; THENCE SOUTH 88°41'20" EAST 366.82 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING

+LESS AND EXCEPTING:

BEGINNING AT SOUTH QUARTER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°41'20" WEST 366.82 FEET ALONG THE SECTION LINE TO A POINT ON THE EAST RIGHT OF WAY LINE FOR RIVERSIDE DRIVE, SAID POINT BEING ON 760.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS SOUTH 82°42'32" EAST); THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 21°55'08" AND ALONG THE ARC OF SAID CURVE 290.74 FEET ALONG SAID RIGHT OF WAY LINE TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 93°29'11" AND ALONG THE ARC OF SAID CURVE 32.63 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57°18'04" EAST 124.62 FEET TO THE POINT OF A 175.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 34°47'20" AND ALONG THE ARC OF SAID CURVE 106.26 FEET; THENCE NORTH 87°54'35" EAST 26.88 FEET TO THE POINT OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF A 30°09'19" AND ALONG THE ARC OF SAID CURVE 65.79 FEET; THENCE SOUTH 61°56'05" EAST 53.66 FEET; THENCE SOUTH 28°03'55" WEST 177.19 FEET; THENCE NORTH 88°41'20" WEST 12.06 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT THE SOUTH ¼ CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 88°41'20" EAST 12.06 FEET, THENCE NORTH 28°03'55" EAST 177.19 FEET, THENCE NORTH 61°56'05" WEST 53.66 FEET TO THE POINT OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 30°09'18" AND ALONG THE ARC OF SAID CURVE 65.79 FEET, THENCE SOUTH 87°54'37" WEST 26.88 FEET TO THE POINT OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 34°47'19" AND ALONG THE ARC OF SAID CURVE 106.26 FEET, THENCE NORTH 57°18'04" WEST 124.62 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 93°29'11" AND ALONG THE ARC OF SAID CURVE 32.63 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE FOR RIVERSIDE DRIVE, SAID POINT ALSO BEING ON A 760.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS SOUTH 60°47'15" EAST), THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 6°58'22" AND ALONG THE ARC OF SAID CURVE 92.48 FEET TO A POINT OF CUSP FOR A 20.00 FOOT RADIUS TO THE LEFT (BEARING TO RADIUS POINT IS SOUTH 53°48'53" EAST), THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 93°29'11" AND ALONG THE ARC OF SAID CURVE 32.63 FEET TO A POINT TANGENCY, THENCE SOUTH 57°18'04" EAST 124.62 FEET TO THE POINT OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 34°47'19" AND ALONG THE ARC OF SAID CURVE 75.90 FEET, THENCE NORTH 87°54'37" EAST 26.88 FEET TO THE POINT OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 30°09'18" AND ALONG THE ARC OF SAID CURVE 92.10 FEET, THENCE SOUTH 61°56'05" EAST 55.54 FEET, THENCE NORTH 28°03'55" EAST 126.04 FEET, THENCE SOUTH 61°56'04" EAST 98.90 FEET, THENCE NORTH 52°59'29" EAST 277.00 FEET TO A POINT ON A 262.50 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS SOUTH 6°05'12" EAST), THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 16°19'53" AND ALONG THE ARC OF SAID 74.82 FEET, THENCE NORTH 52°44'59" EAST 43.46 FEET, THENCE SOUTH 36°15'02" EAST

429.45 FEET, THENCE SOUTH 0°55'12" WEST 81.40 FEET, THENCE SOUTH 31°29'34" EAST 313.90 FEET, THENCE SOUTH 1°30'33" EAST 22.94 FEET, THENCE SOUTH 14°15'33" EAST 197.00 FEET, THENCE SOUTH 9°42'27" WEST 170.00 FEET, THENCE SOUTH 22°20'27" WEST 229.00 FEET, THENCE SOUTH 46°18'27" WEST 131.00 FEET, THENCE SOUTH 52°57'27" WEST 613.00 FEET, THENCE SOUTH 71°34'27" WEST 208.98 FEET, THENCE NORTH 87°50'01" WEST 178.33 FEET, THENCE NORTH 0°32'57" EAST 1353.42 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPTING:**

Beginning at a point North 00°54'14" East 963.02 feet along the Section Line and South 90°00'00" East 523.14 feet from the South 1/4 Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian, said point being on the Southerly right of way line of Riverside Drive, and running thence South 35°54'32" East 545.14 feet; thence South 00°55'12" West 250.20 feet; thence South 53°44'58" West 98.61 feet; thence North 36°15'02" West 745.13 feet to a point on the South right of way line of said Riverside Drive; thence along said right of way North 53°53'34" East 253.03 feet to the point of beginning.

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The parcel of land conveyed by this deed is represented as follows:



# EXHIBIT B



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

Tax ID: SG-5-2-33-4271

### WARRANTY DEED

Fort Pearce LLC, a Utah limited liability company, Grantor, of West Jordan, County of Salt Lake, State of Utah, hereby conveys and warrants to the City of St. George, a Utah municipal corporation, Grantee, for the sum of TEN DOLLARS, the following described tract of land in Washington County, Utah to wit:

See Exhibit A for legal description;

TOGETHER WITH all improvements and appurtenances thereunto belonging,

TO HAVE AND TO HOLD such property to Grantee, the City of St. George, a Utah municipal corporation.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed as set forth below.

GRANTOR: Fort Pearce, LLC

\_\_\_\_\_  
BY: Merlin G. Pearce, Managing Member

STATE OF UTAH                    )  
  ss.  
County of Washington         )

On the \_\_\_\_ day of \_\_\_\_\_ 2024, before me, \_\_\_\_\_,  
a notary public, personally appeared \_\_\_\_\_ proved on the basis  
of satisfactory evidence to be the person whose name is subscribed to in this document, and  
acknowledged he/she executed the same voluntarily for its stated purpose.

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

GRANTOR: Fort Pearce, LLC

\_\_\_\_\_  
BY: Lex J. Pearce, Managing Member

STATE OF UTAH                    )  
  ss.  
County of Washington         )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2024, before me, \_\_\_\_\_,  
a notary public, personally appeared \_\_\_\_\_ proved on the basis  
of satisfactory evidence to be the person whose name is subscribed to in this document, and  
acknowledged he/she executed the same voluntarily for its stated purpose.

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

GRANTOR: Fort Pearce, LLC

\_\_\_\_\_  
BY: Tonette P. Harris, Managing Member

STATE OF UTAH                    )  
  ss.  
County of Washington         )

On the \_\_\_\_\_ day of \_\_\_\_\_ 2024, before me, \_\_\_\_\_,  
a notary public, personally appeared \_\_\_\_\_ proved on the basis  
of satisfactory evidence to be the person whose name is subscribed to in this document, and  
acknowledged he/she executed the same voluntarily for its stated purpose.

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

**ACCEPTANCE OF DEDICATION**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF ST. GEORGE

Approved as to Form:

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

\_\_\_\_\_  
Alicia Carlton, Assistant City Attorney

Attest:

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



**Parcels**

**Ownership**

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- National Park Service
- Shivwits Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

## Notes

**DISCLAIMER:** The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2h

**Subject:**

Consider approval of a Professional Services Agreement with FIF St. George, LLC for the design and installation of ITS services.

**Item at-a-glance:**

Staff Contact: Monty Thurber

Applicant Name: N/A

Reference Number: N/A

Address/Location:

N/A

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

The purpose of this project is to provide dark fiber connectivity to five traffic signal locations for an Advanced Traffic Management System (ATMS).

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

The ATMS system provides real-time traffic data and enables better traffic management. The traffic signal locations are currently underserved with bandwidth connections that are not as reliable and do not provide sufficient bandwidth for CCTV video for real-time monitoring. Conduit additions for future traffic signal projects on River Rd.

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

**Budget Impact:**

Cost for the agenda item: \$112,600

Amount approved in current FY budget for item: \$112,600

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

N/A

Description of funding source:

City budgeted funds for this project

**Recommendation (Include any conditions):**

Approval





## **CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT FOR I.T.S. SERVICES WITH INFOWEST**

This Professional Services Agreement (hereinafter “Agreement”) is made and entered into on \_\_\_\_\_ by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the “CITY”), and FIF St. George, LLC (dba InfoWest), with offices at 435 East Tabernacle Street St. George, Utah 84770 (hereinafter “CONSULTANT”).

### **WITNESSETH THAT:**

WHEREAS CITY desires professional services to be performed and has solicited CONSULTANT to provide design and installation I.T.S. services to connect traffic signals to the Infowest network on one or more projects from time to time on an as needed basis (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal, which outlines the general scope of services to be provided and the fees for the PROJECT; and

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

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

### **1. ENGAGEMENT OF CONSULTANT.**

- 1.1 CONSULTANT is a professional licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
- 1.2 CONSULTANT states that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
- 1.3 CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC §1324(a). CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being



performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324(a), such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324(a) by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY excluding attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

- 1.4 CONSULTANT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- 1.5 CONSULTANT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- 1.6 CONSULTANT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability, or marital status in its employment practices.
- 1.7 CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies, and procedures of CITY, except as modified or waived in this Agreement.
- 1.8 CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- 1.9 CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provided herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT'S employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT'S responsibility to ensure that any of CONSULTANT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior

written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- 2.1 CITY makes no guarantee as to the total volume of work, if any, that will be needed under this Agreement. CONSULTANT will provide the services on an as needed basis as described in the attached Scope of Work ("**Exhibit A Scope of Services**") which is made a part of this Agreement by this reference. As services are needed, CITY shall provide CONSULTANT with a description of the work needed which shall be known as a "Work Order" and CONSULTANT will provide CITY with a specific scope of work and cost for the Work Order, which if accepted by the CITY shall become part of this Agreement binding both parties. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- 2.2 CONSULTANT shall furnish all the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in "**Exhibit A Scope of Services**" or in subsequent Work Orders.
- 2.3 CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- 3.1 This Agreement shall be effective as of the date executed by all parties and shall continue for one year unless otherwise terminated as set forth in this Agreement. If a Work Order was started during this term but not completed, the terms of this Agreement shall continue through completion of the Work Order.
- 3.2 CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
- 3.3 CONSULTANT shall perform its services upon notice from the CITY to proceed and in accordance with the schedule approved by CITY. In the event performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION.** For the performance of the services and completion of PROJECT set forth herein, CITY shall pay CONSULTANT as agreed in “**Exhibit A**” and each Work Order as applicable. The aggregate total of all Work Orders shall not exceed **one hundred twelve thousand, six hundred dollars, (\$112,600.00).**
5. **INVOICING, PAYMENT, NOTICES.**
- 5.1 CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- 5.2 In executing the request for payment, CONSULTANT shall attest that payment has been made to all subcontractors involved with prior requests, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY. CONSULTANT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment.
- 5.3 A “Waiver and Release Upon Final Payment” signed by CONSULTANT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers, and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- 5.4 If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs except for attorneys' fees.
- 5.5 All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills, and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement. CITY shall

withhold payment for any expenditure not substantiated by CONSULTANT'S or subcontractor's books and records.

- 5.6 In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.
- 5.7 CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- 5.8 Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.
- 5.9 CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

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

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

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.
9. **ACCURACY AND COMPLETENESS.**
  - 9.1 CONSULTANT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
  - 9.2 The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
  - 9.3 Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
  - 9.4 The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.
10. **INDEPENDENT CONTRACTOR.**
  - 10.1 CITY retains and engages CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
  - 10.2 It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
  - 10.3 Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
  - 10.4 CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
  - 10.5 CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.



- 10.6 CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered employees of CONSULTANT.
- 10.7 Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- 11.1 GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- 11.2 COMMENCEMENT OF WORK: Neither CONSULTANT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice to Proceed, as applicable.
- 11.3 INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- A. The name and address of the insured.
  - B. CITY shall be named as a Certificate Holder.
  - C. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
  - D. The location of the operations to which the insurance applies.
  - E. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
  - F. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.

- G. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
- H. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
- I. Name, address, and telephone number of the insurance company's agent of process in Utah.
- J. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

11.4 COMPENSATION INSURANCE: CONSULTANT shall, as applicable, take out and maintain Workers' Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Workers' Compensation Insurance. The insurance shall include:

- A. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
- B. CONSULTANT shall require each subcontractor to provide Workers' Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
- C. In the event any class of employees engaged in hazardous work under this contract is not protected by the Workers' Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

11.5 COMMERCIAL GENERAL LIABILITY INSURANCE: CONSULTANT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein. The Insurance Endorsement shall evidence such provisions.

- A. The minimum commercial general liability insurance shall be as follows:
  - i. Comprehensive general liability insurance for injuries, including

- accidental death, to any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
- ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars (umbrella coverage may be considered).
- iii. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.

B. Such policy shall include each of the following coverages (as applicable):

- i. Comprehensive form.
- ii. Premises - operations.
- iii. Explosion and collapse hazard.
- iv. Underground hazard.
- v. Product/completed operations hazard.
- vi. Contractual insurance.
- vii. Broad form property damage, including completed operations.
- viii. Independent contractors for vicarious liability.
- ix. Personal injury.
- x. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

11.6 PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:

- A. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$3,000,000.00 Dollars for all work performed under this Agreement.
- B. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, its agents, representatives, employees, or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
- C. If Professional Liability coverages are written on a claims-made form:
  - i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the contract of work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the CONSULTANT must purchase an

extended period coverage for a minimum of five (5) years after completion of contract work.

- iv. A copy of the policy must be submitted to CITY for review.

11.7 BUSINESS AUTOMOBILE COVERAGE: CONSULTANT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of CONSULTANT in performing the work.

Such business automobile insurance shall include each of the following types:

- A. Comprehensive form, including loading and unloading.
- B. Owned.
- C. Hired.
- D. Non-owned.

## 12. **INDEMNITY AND LIMITATION.**

12.1 Except as otherwise provided herein, CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of professionals, except for attorney's fees, and all court or other dispute resolution costs for:

- A. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
- B. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
- C. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 12.2 CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs and expenses, except for attorney's fees, incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- 12.3 The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy, or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.
- 12.4 This section does not apply to a design professional services contract, design professional services, and design professionals.

13. **DOCUMENTS.**

- 13.1 All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all the foregoing documents for information and reference and customary marketing and public relations. The originals of all the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.
- 13.2 Plans, specifications, maps, and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.



- 13.3 The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- 13.4 CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
- 13.5 CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.
14. **RECORDS.**
- 14.1 CONSULTANT shall maintain records, books, documents, and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- 14.2 CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- 14.3 Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.
15. **TERMINATION.**
- 15.1 CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
- 15.2 In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
- 15.3 CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.
16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.
17. **CONFLICT OF INTEREST.** CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.

- 17.1 CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- 17.2 CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.
18. **NON-WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.
19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:
- |            |                        |             |                            |
|------------|------------------------|-------------|----------------------------|
| CITY:      | City of St. George     | CONSULTANT: | FIF St. George LLC         |
|            | 175 East 200 North     |             | (dba INFOWEST)             |
|            | St. George, Utah 84770 |             | 435 East Tabernacle Street |
| Attention: | City Attorney          | Attention:  | Cassidy B. Larsen, CTO     |
| Copy:      | legal@sgcity.org       |             |                            |
20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.
21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, (excluding reasonable attorney's fees,) which may arise or accrue from enforcing this Agreement or in pursuing

any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs, and expenses, (excluding reasonable attorney's fees) including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable fees (excluding attorney's fees), court costs, and any other costs incurred in connection with such action. The parties agree that they shall each pay their own attorney's fees.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition,

covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants, and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed by the CITY and CONSULTANT effective from the day and year first written above.

**CITY OF ST. GEORGE**

**CONSULTANT (Name)**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cassidy B. Larson, CTO

ATTEST:

APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

This Exhibit A Scope of Services is attached to, and fully incorporated into, the Professional Services Agreement by and between the City of St. George (the “City”) and the following individual or entity (“Contractor”):

Name: FIF St. George, LLC (dba Infowest)

Address: 435 East Tabernacle Street, St. George, Utah 84770

Email: cbl@infowest.com Phone Number: 435-674-0165

**Scope of Services and/or Deliverables by Contractor:**

- See Exhibit B
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Compensation: City shall pay Contractor the following sum:**

- Not to exceed \$112,600
- \_\_\_\_\_
- \_\_\_\_\_



The Internet People™

## INFOWEST TRAFFIC SIGNAL INTERCONNECT 2024

### Introduction:

1. The purpose of this project is to provide dark fiber connectivity to 5 traffic signal locations for an Advanced Traffic Management System (ATMS). The ATMS system provides real-time traffic data and enables better traffic management. The traffic signal locations are currently underserved with bandwidth connections that are not as reliable and do not provide sufficient bandwidth for CCTV video for real-time monitoring. Conduit additions for future traffic signal projects on River Rd. are also included in this scope of work.

The Traffic Signal projects are as follows.:

- Riverside Dr. and Morningside Dr. Intersection
- Riverside Dr. and Riverbend Dr. Intersection
- Riverside Dr. and 2450 East Intersection
- 200 East and 700 South
- 850 East and 100 South
- River Rd. Conduit Addition

### Project Scope:

2. The project scope includes the following tasks:
  - Design and engineer a fiber optic network to connect the 5 traffic signal locations and connect them to the InfoWest fiber network.
  - Install and test fiber optic cables between the traffic signal locations and the InfoWest fiber network.
  - Test and commission the fiber network to ensure it meets the performance requirements for the ATMS system.
  - St. George City will provide switching equipment at the traffic signal cabinet.

### Deliverables:

3. The following deliverables are expected from the project:
  - Fiber optic network design and engineering documents i.e. UDOT As-Builds.

### Project Timeline:

4. The project timeline for providing dark fiber to 5 traffic signal locations is to be completed by June 28, 2024.





**The Internet People™**

Acceptance Criteria:

6. The following acceptance criteria will be used to determine the success of the project:

- The fiber network is installed and tested to meet the performance requirements for the ATMS system.
- The network equipment is configured and commissioned to ensure seamless connectivity and data transfer between the traffic signal locations and the ATMS data center.
- The documentation and training materials are provided to the ATMS staff to enable them to operate and maintain the fiber network.

Project Management:

7. The project will be managed by a project manager assigned by InfoWest. The project manager will be responsible for ensuring that the project is completed within the timeline, budget, and quality standards. The project manager will also be responsible for regular communication with the UDOT or St. George City staff to provide project updates and address any issues or concerns that may arise.

Project Cost:

8. The Cost of the Project Shall not exceed \$112,600.00

**Agenda Date:** 03/21/2024

**Agenda Item Number:** 2i

**Subject:**

Consider approval of a Beer Garden at the Selkirk Red Rock Open on April 24-28, 2024 at the Little Valley Pickleball Complex.

**Item at-a-glance:**

Staff Contact: Sarah Reber

Applicant Name: Haley Brezack

Reference Number: N/A

Address/Location:

2149 East Horseman Park Drive

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

This event is organized by the Professional Pickleball Association and has become an annual event held at the Little Valley Pickleball Facility. The event takes place on Tuesday and championship concludes on Sunday. This year the organizers would like to have a fenced-in beer garden near the entrance of the pickleball courts.

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

This event is organized by the Professional Pickleball Association and has become an annual event held at the Little Valley Pickleball Facility. The event takes place on Tuesday and championship concludes on Sunday. This year the organizers would like to have a fenced-in beer garden near the entrance of the pickleball courts.

**Name of Legal Dept approver:** Ryan Dooley

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Staff has no objection as long as the applicant has the correct insurance coverage for alcohol, IDs are checked, and applicant's staff is making sure there is no alcohol being passed through the fence.



**Agenda Date:** 03/21/2024

**Agenda Item Number:** 03

**Subject:**

Consider approval of Resolution No. 2024-008R adopting a Public Infrastructure Policy.

**Item at-a-glance:**

Staff Contact: Chad Thomas

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

175 E 200 N

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

With the rise in development costs, staff has fielded an increase in inquiries regarding PIDs. To ensure the city's interests are protected, Staff recommends that policy be created around PIDs. Staff brought a draft PID policy document to the City Council in a work session on February 08, 2024. The Council was favorable with having a PID policy and provided comments to help strengthen the policy. The agenda item tonight addresses those comments from the Council in the meeting.

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

Public Infrastructure Districts (PID) are a tool that may help fulfill the City's vision and mission. PID Policy will enable the city ensure any proposed district contributes to the city's goals without imposing excessive burdens on residents and businesses;

**Name of Legal Dept approver:** Chad Thomas

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

Approval

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

**A RESOLUTION OF THE CITY OF ST. GEORGE ADOPTING  
A PUBLIC INFRASTRUCTURE POLICY**

WHEREAS Utah Code Title 17D, Chapter 4 authorizes a City to create a Public Infrastructure District; and

**WHEREAS**, Public Infrastructure Districts support the expansion and attraction of target industries that diversify the St. George economy, substantial and stimulate capital investment; and

**WHEREAS**, Public Infrastructure Districts promote the overall economic growth and welfare of the City of St. George by broadening and diversifying the tax base;

**WHEREAS**, Public Infrastructure Districts create housing opportunities for the City’s workforce; and

**WHEREAS**, City of St. George (“City”) has an interest in allowing for Public Infrastructure Districts in the City under certain conditions; and

**WHEREAS**, the City desires to adopt a formal Policy setting forth the terms, conditions, and requirements of any Public Infrastructure District (PID) Policy created by the City; and

**WHEREAS**, the St. George City Council acting as the legislative body has reviewed this Public Infrastructure Policy in public work meetings and finds that it is in the best interest of the public and promotes the health safety and welfare of the community;

**NOW THEREFORE, BE IT RESOLVED** that the attached “Public Infrastructure District (PID) Policy” is hereby adopted to become the official Policy of the City of St. George.

PASSED AND ADOPTED by the City Council of the City of St. George, this 21st day of March, 2024.

ST. GEORGE CITY:

ATTEST:

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

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

APPROVED AS TO FORM:

City Attorney's Office

---

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes

\_\_\_\_\_

Councilmember Larkin

\_\_\_\_\_

Councilmember Larsen

\_\_\_\_\_

Councilmember Tanner

\_\_\_\_\_

Councilmember Kemp

\_\_\_\_\_

## Public Infrastructure District (PID) Policy

The Public Infrastructure District Policy statement of the City of St. George (“City”) addresses the criteria under which the City will consider applications for a proposed Public Infrastructure District (“District” or “PID”) and to provide a standard procedure to process, review, and consider requests to create a District. The creation of this policy or compliance with the criteria herein does not obligate the City to approve the formation of a PID. The City is not responsible for debt payments, ongoing management, or any costs associated with the District's formation or operations.

Any proposed PID will be considered in relation to the best interests of the City. If through the review process a PID is determined to be the most appropriate financing and governance mechanism, the requirements provided herein shall apply.

PIDs are a tool that may help fulfill the City’s vision listed in the St. George 2040 Vision Plan. Many factors may be considered in authorizing approving of a district. These factors include (but not limited to):

- Align with the overarching objectives and mission of the city and provides an overall community benefit, ensuring that it contributes to the city's goals without imposing excessive burdens on residents and businesses;
- Implement the overall mission listed in the St. George 2040 Vision including the pillars of Lifestyle, Responsible Growth, Economic Vitality, Accessible City, Connection to Nature, Arts & Culture Integration, and Thriving Downtown;
- Support a thriving and resilient economy by encouraging a mix of uses that encourage economic vitality;
- Create neighborhoods that increase and diversify the City’s housing supply that will ultimately promote attainable housing across the City;
- Support the City’s Water Master Plan by applying best practices for water conservation;
- Increase energy efficiency and promote renewable energy;
- Target key industries and business sectors identified in the St. George 2040 Vision;
- Support the expansion and attraction of target industries that diversify the St. George economy, substantial and stimulate capital investment;
- Promote the overall economic growth and welfare of the City of St. George by broadening and diversifying the tax base; and
- Create new job opportunities at or above the County average wage;

### Submittal Instructions

**Petition:** Submit copies to the City of St. George Recorder’s Office. Electronic copies are encouraged to the attention of City of St. George Recorder, recorder@sgcity.org. If mailed, to the address as follows: City of St. George ATTN: City Recorder’s Office, 175 E. 200 N., St. George, UT 84770.

**All other documents:** Submit letters of intent, draft governing documents, and all other documents (with the required number of copies) to the City of St. George Recorder’s Office. Electronic copies are encouraged to the attention of City of St. George Recorder, recorder@sgcity.org. If mailed, to the address as follows: City of St. George ATTN: City Recorder’s Office, 175 E. 200 N., St. George, UT 84770.



# Public Infrastructure District (PID) Policy

## I. Application Process

1. A preliminary meeting with City of St. George Staff is encouraged (not required) prior to submittal. Interested parties should contact the City of St. George Economic Development Department to coordinate this meeting. There is no fee associated with this meeting.

### A. Petition and Letter of Intent

The applicant shall submit:

2. A petition to the City of St. George Recorder's Office meeting the requirements outlined in Utah Code Title 17B, Chapter 1, Part 2 as modified by 17D-4-201.
3. A letter of intent containing the following information below:  
*(The Petition and Letter of Intent will be used by staff to make a preliminary recommendation about the appropriateness of the formation of the District and must be submitted prior to the applicant's submission of a Draft Governing Document. A positive recommendation from staff does not assure future approval for the Governing Document of the District.)*
  - Description and map of proposed District area including size, area and major public improvements;
  - Description of proposed development within the District boundary, including general distribution of land uses, densities, and phasing of development;
  - Description of the public benefit resulting from the creation of the District and its undertakings;
  - Itemization and description of all needed infrastructure (both regional and local) and facilities in the District's area;
  - Estimated construction costs for the public infrastructure and improvements;
  - Evidence of consent to the creation of a PID and for the issuance of debt in an amount sufficient to finance the proposed infrastructure by 100% of surface property owners and registered voters within the proposed PID boundary;
  - General description of phasing of construction based on development projections;
  - Summary of needed public infrastructure and improvements, services, and facilities;
  - Regional and local infrastructure the proposed PID will provide;
  - Proposed timeline for PID creation and development completion;
  - Anticipated maximum fixed mill levy required to meet debt service of the district;
  - Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;
  - Sample plan of finance depicting the possible sources and uses of funds for the PID.
  - Disclosure of any conflicts of interest between the applicant and the officers and employees, including elected officials of the City;

## **Public Infrastructure District (PID) Policy**

- Copies of signed engagement letters between applicant and applicant consultants and legal counsel and advisors retained by the City and/or the proposed District, whereby applicant agrees to pay fees related to application and Governing Document;
- A description of the proposed administrative structure of the PID demonstrating the ability of the PID to meet the administrative requirements found in the Fiscal Procedures for Local Districts Part of the Utah Code Title for Limited Purpose Local Government Entities - Local Districts. (Utah Code Title 17D, Chapter 4)
- Existing or pending financial difficulties (insolvency, bankruptcy, lawsuits, significant contract disputes, foreclosure proceedings, etc.) of the applicant/developer and any of its related businesses including subsidiaries, partnerships, and/or affiliates;
- Plans to mitigate any shortfalls in the PID's ability to meet financial obligations;
- Background information on the developer/applicant and financial relationships between property owners, developer/applicant and the PID; and
- Any other information as may reasonably be requested by the City (this may include, for example, personal and/or corporate Internal Revenue Service filings and audited financial statements).

### **B. Fees**

No request to create a PID shall be processed until the fees set forth herein are provided for. All checks are to be made payable to City of St. George and sent to the City.

1. Letter of Intent ("LOI"): A LOI is to be submitted to the City Economic Development Director's Office and \$5,000 fee shall be paid at the time of submittal of the LOI to cover the cost of staff review.
2. If the applicant proceeds to the submittal of a Governing Document, the applicant shall be required to pay actual costs of the City in connection with review and negotiation of the Governing Document. Depending on the scope and time required to analyze the submission, additional money may be requested to be held with the original retainer.
3. Other expenses: The applicant shall pay all reasonable consultant, legal, financial advisor, and other fees and expenses incurred by the City in the review of the draft Governing Document prior to adoption, and other fees and expenses associated with such District. All fees and expenses shall be paid within 30 days of receipt.

## **II. Criteria for Evaluation Proposed Public Infrastructure Districts**

### **A. Public Benefit**

The utilization of a PID may only be used to serve or improve property and may not be used to benefit or enhance private property; and shall strictly comply with Title 17D Chapter 4 of the Utah Code (the "PID Act"). Listed below are eligible public infrastructure and improvements which PIDs may provide:

- Public infrastructure such as water, sewer, stormwater and power

## Public Infrastructure District (PID) Policy

- Right-of-way median, roads, sidewalks, curb, and gutter
- Open space infrastructure, such as detention ponds
- Parks, trails, and trailheads
- Parking improvements
- Public facilities
- Distinctive lighting

Other public infrastructure and improvements will be reviewed and considered by the City in accordance with the PID Act. Below are examples of which the PIDs may not be utilized or consider:

- Privately owned buildings;
- Swimming pools, water parks, and decorative water features;
- Construction, improvement, or maintenance of privately owned buildings or land, including property owned by a Home Owners' Association (HOA); ~~and~~
- Infrastructure for housing developments not intended for primary residential use; and
- Or similar facilities

Formation of a District is expected to provide significant public benefit consistent with the City's goals. Below are components of public benefit to be considered:

- Development that is in conformance with the City's 2040 Vision and General Plan;
- Provision of and/or contribution to needed regional and sub-regional public infrastructure and improvements;
- Sustainable design promoting neighborhood vitality including multimodal transportation; water conserving landscape design, sustainable building design and the formation and design in transportation management programs;
- Mixed-use development that includes a variety of housing types and prices, a range of employment opportunities, retail and consumer services, and civic amenities;
- High quality site and building design, including street connectivity, multimodal designs, durable construction materials and pedestrian-friendly design; and
- Commercial development providing employment opportunities and consumer services.

### B. Evaluation Criteria

Without a mill levy

These criteria provide thresholds for consideration:

- A PID will not be considered unless the proposed development is expected to exceed **\$10,000,000** in total public infrastructure costs.
- Districts make public infrastructure and improvements identified in the City's master plans.
- Districts should not include land already included in another District without documented provision in an adopted Governing Document. In such cases, the relationship with the existing District must be addressed in the Governing Document.

## Public Infrastructure District (PID) Policy

With a mill levy

- A PID will not be considered unless the proposed development is expected to exceed **\$10,000,000** in total public infrastructure costs.
- A Commercial / Residential District without a significant mixed-use, multifamily, or affordable component requesting any mill levy in the District for repayment of limited tax bonds will not be considered without sufficient justification as to why mills are necessary. Providing justification does not guarantee approval of the request and will be evaluated on a case-by-case scenario.
- A district that is primarily residential will not be considered.
- City Council reserves the right to set the mill levy, as deemed appropriate, up to the maximum amount established by State Code.

The following criteria relating to the applicant and the development will also be considered:

- Historical performance of the applicant;
- The current proposed plan of the finances of the District;
- The current development plans' relationship to the City's General Plan; and
- The regional, economic development or overall benefits to the city.

### C. Submission Review

Applications shall be initially reviewed by a committee that advises the City Council. The committee shall have no set membership but may be comprised of City Staff representing the City's community development, economic, financial, and legal interests, and a member of the City Council as appointed by the Mayor. The committee shall be tasked with reviewing the application for completeness and consistency with this policy, City's 2040 Vision and General Plan, and other applicable state statutes and City ordinances. The committee will utilize criteria from this policy as a guideline to determine whether to direct the applicant to proceed with preparation of a draft governing document after City Council review.

After review of the application is complete, the committee will report its findings to the City Council for consideration. The City's discretion to issue an initiating resolution to proceed with a governing document is neither limited to the review criteria outlined in this policy, nor does compliance with all of the criteria outlined in this policy obligate the City to issue an initiating resolution.

## III. Governing Document Requirements

If the concept for the PID as contained in the application is approved and an initiating resolution is passed, the applicant shall submit a draft governing document to the City. The Governing Document memorializes the understanding between the PID and the City and should be compliant with the PID Act. The Governing Document will be reviewed by the same committee that reviewed the PID

## Public Infrastructure District (PID) Policy

application for compliance with the requirements set forth in the PID Act, this policy, City's 2040 Vision and General Plan, and any applicable state statute and local ordinance.

Unless the City approves, a Governing Document shall be drafted based on a model Governing Document provided by the City. The applicant's draft shall include a clean draft and a redline showing all changes from the model governing document. The final Governing Document will be forwarded to the City Council by the committee for consideration and approval.

### A. Disclosure and Reporting Requirements

Disclosure of the existence of a PID to property owners and potential buyers within the PID is important, and the following actions to be taken shall be included in the Governing Document:

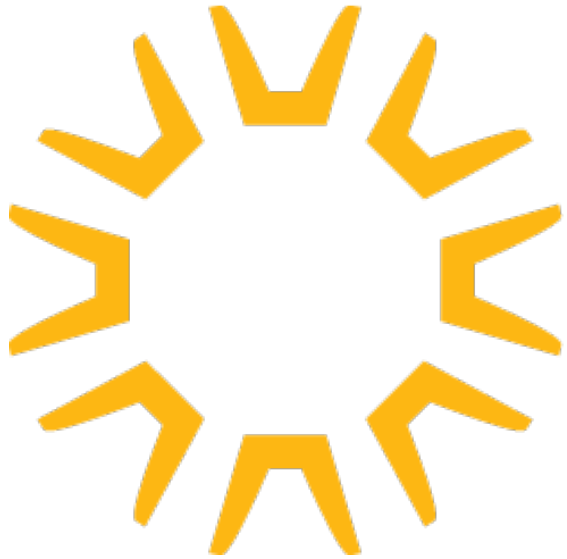
1. Within 30 days after the formation of the PID, the PID board shall record a notice with the City's Recorder:
  - Containing a description of the boundaries of the PID and inclusion area as applicable;
  - Stating that a copy of the governing document is on file at the City;
  - Stating that the PID may finance and repay infrastructure and other improvements through the levy of a property tax;
  - Stating the maximum rate that the PID may levy;
  - Stating the maximum per amount of bonds the PID may issue;
  - Stating the maximum number of years over which the bonds may mature;
  - Stating the maximum number of years over which the property tax levy may be imposed; and
  - If applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.
2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:
  - All of the information required under (1)(a) above; and ~~a~~A disclosure outlining the impact of any applicable property tax, in substantially the following form:

*"Under the maximum property tax levy of the District, a primary residence valued at \$[insert average anticipated residential property value] would have an additional annual property tax of \$ \_\_\_\_\_ for the duration of the District's Bonds. A business property valued at \$[insert average anticipated commercial property value] would have an additional annual property tax of \$ \_\_\_\_\_ for the duration of the District's Bonds."*
3. Such disclosures shall be contained with the REPC on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end-user acknowledging the foregoing.

## Public Infrastructure District (PID) Policy

4. The PID will make the following information readily available to the public and provide to the City upon request:
  - Annual budget;
  - Annual financial statements of the PID, audited if required by statute or bond covenant;
  - Total debt authorized and total debt issued and presently planned debt issuances;
  - Names and terms of board members and officers and progress towards milestones required for transition to elected board;
  - Rules and regulations of the PID regarding bidding, conflict of interest, contracting, and other governance matters;
  - List of current interlocal agreements;
  - List of all current contracts for services or construction; and
  - Official statements of current outstanding bonded indebtedness.
5. The following shall be considered significant changes to the governing document, thereby requiring approval by the City:
  - Exclusion or inclusion of property without Governing Document and PID Act, or other statutory required approvals;
  - Change in the maximum property tax fee levy;
  - Consolidation with any other PID; and
  - Change in the dissolution date.





# St. George

THE BRIGHTER SIDE

**Public Infrastructure District (PID) Policy – City Council Meeting 03.21.24**

# Public Infrastructure District (“PID”) Overview

- A financing tool with defined boundaries
- Approved by cities, but are separate, stand-alone financing districts
- PID is qualified issuing bonds to finance public infrastructure improvements
- Revenues generated within PIDs are used to pay bonds

## Key Considerations

- Require 100% property owner approval
- City has the creating powers
  - City approves the governing document, setting the maximum mill levy, maximum bonding capacity, board transition, etc.
- Not a financial obligation of the city
  - Bonds issued by a PID do not impact the City’s credit rating or debt capacity
- Districts are regulated
  - PIDs are required to be compliant with open meetings laws, conduct regular financial audits, have certified Bond Counsel and Financial Advisors, and report to the Lieutenant Governor’s office



# Public Infrastructure District Policy

- Creates a standard procedure to process, review and consider requests
- City is not responsible for any costs associated with a District's formation or operation

## Creation of Public Infrastructure Districts



*“Any proposed PID will be considered in relation to the best interests of the City.  
If through the review process a PID is determined to be the most appropriate  
financing and governance mechanism, the requirements provided herein shall apply.”*



## Application

- Pre-application meeting (encouraged)

### **Petition & LOI**

- \$5,000 fee
- Evidence of 100% consent of current property owners & voters with boundaries
- Map of proposed area & public improvements
- Draft Governing Document

## Governing Document

- Memorializes understanding between City and Applicant
- Reviewed by same committee that review the PID
- Final governing document is approved by City Council

## Evaluation

### **Applications reviewed by committee comprised of City Staff and a member of the City of Council**

- Achieves city objectives & mission
- Public benefit
- \$10,000,000 in public infrastructure costs
- No privately owned assets

### **If requesting a mill levy:**

- District cannot be primarily residential
- City Council reserves the right to set mill levy

## Disclosure & Reporting

### **All property owners and potential buyers must be notified of the PID's existence.**

- Disclosures required with the REPC or lease documents on a separate-colored page
- Any significant changes to governing document require City approval (change in mil levy, inclusion / exclusion of property).
- Annual budget, financial statements, board structure, etc. required to be readily available to the public





St. George

THE BRIGHTER SIDE



## Public Infrastructure District (PID) Policy

The Public Infrastructure District Policy statement of the City of St. George (“City”) addresses the criteria under which the City will consider applications for a proposed Public Infrastructure District (“District” or “PID”) and to provide a standard procedure to process, review, and consider requests to create a District. The creation of this policy or compliance with the criteria herein does not obligate the City to approve the formation of a PID. The City is not responsible for debt payments, ongoing management, or any costs associated with the District's formation or operations.

Any proposed PID will be considered in relation to the best interests of the City. If through the review process a PID is determined to be the most appropriate financing and governance mechanism, the requirements provided herein shall apply.

PIDs are a tool that may help fulfill the City’s vision listed in the St. George 2040 Vision Plan. Many factors may be considered in authorizing approving a district. These factors include (but not limited to):

- Align with the overarching objectives and mission of the city and provides an overall community benefit, ensuring that it contributes to the city's goals without imposing excessive burdens on residents and businesses;
- Implement the overall mission listed in the St. George 2040 Vision including the pillars of Lifestyle, Responsible Growth, Economic Vitality, Accessible City, Connection to Nature, Arts & Culture Integration, and Thriving Downtown;
- Support a thriving and resilient economy by encouraging a mix of uses that encourage economic vitality;
- Create neighborhoods that increase and diversify the City’s housing supply that will ultimately promote attainable housing across the City;
- Support the City’s Water Master Plan by applying best practices for water conservation;
- Increase energy efficiency and promote renewable energy;
- Target key industries and business sectors identified in the St. George 2040 Vision;
- Support the expansion and attraction of target that diversify the St. George economy, substantial and stimulate capital investment;
- Promote the overall economic growth and welfare of the City of St. George by broadening and diversifying the tax base; and
- Create new job opportunities at or above the County average wage;

### **Submittal Instructions**

**Petition:** Submit copies to the City of St. George Recorder’s Office. Electronic copies are encouraged to the attention of City of St. George Recorder, [recorder@sgcity.org](mailto:recorder@sgcity.org). If mailed, to the address as follows: City of St. George ATTN: City Recorder’s Office, 175 E. 200 N., St. George, UT 84770.

**All other documents:** Submit letters of intent, draft governing documents, and all other documents (with the required number of copies) to the City of St. George Recorder’s Office. Electronic copies are encouraged to the attention of City of St. George Recorder, [recorder@sgcity.org](mailto:recorder@sgcity.org). If mailed, to the address as follows: City of St. George ATTN: City Recorder’s Office, 175 E. 200 N., St. George, UT 84770.



# Public Infrastructure District (PID) Policy

## I. Application Process

1. A preliminary meeting with City of St. George Staff is encouraged (not required) prior to submittal. Interested parties should contact the City of St. George Economic Development Department to coordinate this meeting. There is no fee associated with this meeting.

### A. Petition and Letter of Intent

The applicant shall submit:

2. A petition to the City of St. George Recorder's Office meeting the requirements outlined in Utah Code Title 17B, Chapter 1, Part 2 as modified by 17D-4-201.
3. A letter of intent containing the following information below:  
*(The Petition and Letter of Intent will be used by staff to make a preliminary recommendation about the appropriateness of the formation of the District and must be submitted prior to the applicant's submission of a Draft Governing Document. A positive recommendation from staff does not assure future approval for the Governing Document of the District.)*
  - Description and map of proposed District area including size, area and major public improvements;
  - Description of proposed development within the District boundary, including general distribution of land uses, densities, and phasing of development;
  - Description of the public benefit resulting from the creation of the District and its undertakings;
  - Itemization and description of all needed infrastructure (both regional and local) and facilities in the District's area;
  - Estimated construction costs for the public infrastructure and improvements;
  - Evidence of consent to the creation of a PID and for the issuance of debt in an amount sufficient to finance the proposed infrastructure by 100% of surface property owners and registered voters within the proposed PID boundary;
  - General description of phasing of construction based on development projections;
  - Summary of needed public infrastructure and improvements, services, and facilities;
  - Regional and local infrastructure the proposed PID will provide;
  - Proposed timeline for PID creation and development completion;
  - Anticipated maximum fixed mill levy required to meet debt service of the district;
  - Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;
  - Sample plan of finance depicting the possible sources and uses of funds for the PID.
  - Disclosure of any conflicts of interest between the applicant and the officers and employees, including elected officials of the City;
  - Copies of signed engagement letters between applicant and applicant consultants and legal counsel and advisors retained by the City and/or the proposed District, whereby applicant agrees to pay fees related to application and Governing Document;

## **Public Infrastructure District (PID) Policy**

- A description of the proposed administrative structure of the PID demonstrating the ability of the PID to meet the administrative requirements found in the Fiscal Procedures for Local Districts Part of the Utah Code Title for Limited Purpose Local Government Entities - Local Districts. (Utah Code Title 17D, Chapter 4)
- Existing or pending financial difficulties (insolvency, bankruptcy, lawsuits, significant contract disputes, foreclosure proceedings, etc.) of the applicant/developer and any of its related businesses including subsidiaries, partnerships, and/or affiliates;
- Plans to mitigate any shortfalls in the PID's ability to meet financial obligations;
- Background information on the developer/applicant and financial relationships between property owners, developer/applicant and the PID; and
- Any other information as may reasonably be requested by the City (this may include, for example, personal and/or corporate Internal Revenue Service filings and audited financial statements).

### **B. Fees**

No request to create a PID shall be processed until the fees set forth herein are provided for. All checks are to be made payable to City of St. George and sent to the City.

1. Letter of Intent ("LOI"): A LOI is to be submitted to the City Economic Development Director's Office and \$5,000 fee shall be paid at the time of submittal of the LOI to cover the cost of staff review.
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3. Other expenses: The applicant shall pay all reasonable consultant, legal, financial advisor, and other fees and expenses incurred by the City in the review of the draft Governing Document prior to adoption, and other fees and expenses associated with such District. All fees and expenses shall be paid within 30 days of receipt.

## **II. Criteria for Evaluation Proposed Public Infrastructure Districts**

### **A. Public Benefit**

The utilization of a PID may only be used to serve or improve property and may not be used to benefit or enhance private property; and shall strictly comply with Title 17D Chapter 4 of the Utah Code (the "PID Act"). Listed below are eligible public infrastructure and improvements which PIDs may provide:

- Public infrastructure such as water, sewer, stormwater and power
- Right-of-way median, roads, sidewalks, curb, and gutter
- Open space infrastructure, such as detention ponds
- Parks, trails, and trailheads

## Public Infrastructure District (PID) Policy

- Parking improvements
- Public facilities
- Distinctive lighting

Other public infrastructure and improvements will be reviewed and considered by the City in accordance with the PID Act. Below are examples of which the PIDs may not be utilized or consider:

- Privately owned buildings;
- Swimming pools, water parks, and decorative water features;
- Construction, improvement, or maintenance of privately owned buildings or land, including property owned by a Home Owners' Association (HOA); and
- Infrastructure for housing developments not intended for primary residential use

Formation of a District is expected to provide significant public benefit consistent with the City's goals. Below are components of public benefit to be considered:

- Development that is in conformance with the City's 2040 Vision and General Plan;
- Provision of and/or contribution to needed regional and sub-regional public infrastructure and improvements;
- Sustainable design promoting neighborhood vitality including multimodal transportation; water conserving landscape design, sustainable building design and the formation and design in transportation management programs;
- Mixed-use development that includes a variety of housing types and prices, a range of employment opportunities, retail and consumer services, and civic amenities;
- High quality site and building design, including street connectivity, multimodal designs, durable construction materials and pedestrian-friendly design; and
- Commercial development providing employment opportunities and consumer services.

### B. Evaluation Criteria

Without a mill levy

These criteria provide thresholds for consideration:

- A PID will not be considered unless the proposed development is expected to exceed **\$10,000,000** in total public infrastructure costs.
- Districts make public infrastructure and improvements identified in the City's master plans.
- Districts should not include land already included in another District without documented provision in an adopted Governing Document. In such cases, the relationship with the existing District must be addressed in the Governing Document.

With a mill levy

- A PID will not be considered unless the proposed development is expected to exceed **\$10,000,000** in total public infrastructure costs.

## Public Infrastructure District (PID) Policy

- A Commercial / Residential District with a significant mixed-use, multifamily, or affordable component requesting any mill levy in the District for repayment of limited tax bonds will not be considered without sufficient justification as to why mills are necessary. Providing justification does not guarantee approval of the request and will be evaluated on a case-by-case scenario.
- A district that is primarily residential will not be considered.

The following criteria relating to the applicant and the development will also be considered:

- Historical performance of the applicant;
- The current proposed plan of the finances of the District;
- The current development plans' relationship to the City's General Plan; and
- The regional, economic development or overall benefits to the city

### C. Submission Review

Applications shall be initially reviewed by a committee that advises the City Council. The committee shall have no set membership but may be comprised of City Staff representing the City's community development, economic, financial, and legal interests, and a member of the City Council as appointed by the Mayor. The committee shall be tasked with reviewing the application for completeness and consistency with this policy, City's 2040 Vision and General Plan, and other applicable state statutes and City ordinances. The committee will utilize criteria from this policy as a guideline to determine whether to direct the applicant to proceed with preparation of a draft governing document after City Council review.

After review of the application is complete, the committee will report its findings to the City Council for consideration. The City's discretion to issue an initiating resolution to proceed with a governing document is neither limited to the review criteria outlined in this policy, nor does compliance with all of the criteria outlined in this policy obligate the City to issue an initiating resolution.

## III. Governing Document Requirements

If the concept for the PID as contained in the application is approved and an initiating resolution is passed, the applicant shall submit a draft governing document to the City. The Governing Document memorializes the understanding between the PID and the City and should be compliant with the PID Act. The Governing Document will be reviewed by the same committee that reviewed the PID application for compliance with the requirements set forth in the PID Act, this policy, City's 2040 Vision and General Plan, and any applicable state statute and local ordinance.

Unless the City approves, a Governing Document shall be drafted based on a model Governing Document provided by the City. The applicant's draft shall include a clean draft and a redline showing all changes from the model governing document. The final Governing Document will be forwarded to the City Council by the committee for consideration and approval.

# Public Infrastructure District (PID) Policy

## A. Disclosure and Reporting Requirements

Disclosure of the existence of a PID to property owners and potential buyers within the PID is important, and the following actions to be taken shall be included in the Governing Document:

1. Within 30 days after the formation of the PID, the PID board shall record a notice with the City's Recorder:
  - Containing a description of the boundaries of the PID and inclusion area as applicable;
  - Stating that a copy of the governing document is on file at the City;
  - Stating that the PID may finance and repay infrastructure and other improvements through the levy of a property tax;
  - Stating the maximum rate that the PID may levy;
  - Stating the maximum per amount of bonds the PID may issue
  - Stating the maximum number of years over which the bonds may mature
  - Stating the maximum number of years over which the property tax levy may be imposed; and
  - If applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion.
2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:
  - All of the information required under (1)(a) above; and A disclosure outlining the impact of any applicable property tax, in substantially the following form:

*"Under the maximum property tax levy of the District, a primary residence valued at \$[insert average anticipated residential property value] would have an additional annual property tax of \$\_\_\_\_\_for the duration of the District's Bonds. A business property valued at \$[insert average anticipated commercial property value] would have an additional annual property tax of \$\_\_\_\_\_for the duration of the District's Bonds."*
3. Such disclosures shall be contained with the REPC on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end-user acknowledging the foregoing.
4. The PID will make the following information readily available to the public and provide to the City upon request:
  - Annual budget;
  - Annual financial statements of the PID, audited if required by statute or bond covenant;
  - Total debt authorized and total debt issued and presently planned debt issuances;

## **Public Infrastructure District (PID) Policy**

- Names and terms of board members and officers and progress towards milestones required for transition to elected board;
  - Rules and regulations of the PID regarding bidding, conflict of interest, contracting, and other governance matters;
  - List of current interlocal agreements;
  - List of all current contracts for services or construction; and
  - Official statements of current outstanding bonded indebtedness;
5. The following shall be considered significant changes to the governing document, thereby requiring approval by the City:
- Exclusion or inclusion of property without Governing Document and PID Act, or other statutory required approvals;
  - Change in the maximum property tax fee levy;
  - Consolidation with any other PID; and
  - Change in the dissolution date.



**Agenda Date:** 03/21/2024

**Agenda Item Number:** 04

**Subject:**

Consider approval of Ordinance No. 2024-016 amending portions of Title 10 of the City code related to Landscape Standards and Golf Course - Specific Standards. (Case No. 2024-ZRA-004)

**Item at-a-glance:**

Staff Contact: Carol Winner

Applicant Name: City of St. George

Reference Number: 2024-ZRA-004

Address/Location:

N/A

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

Since 2021, Washington County Water conservancy District along with the surrounding communities, including St. George, have been discussing what can be done to conserve water in Washington County. This led to the approval of the water conservation amendments to Title 8 and 10 in the summer of 2022. These amendments were drafted to be in compliance with a model ordinance presented by the Washington County Water conservancy District. Since the approval of the amendments, city staff has recognized the need to update our code to make some additional changes to aid in the water conservation efforts. The proposed amendment addresses water conservation as it relates to landscaping and golf courses. A public hearing was held at the Planning Commission meeting held on February 13, 2024. This item was heard and continued at the City Council meeting held on March 7, 2024.

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

This request is to amend Title 10-23 and 10-17A-16 of the St. George Zoning Regulations to add additional water conservation standards to our code. This update includes the following: No lawn will be allowed to be placed within 10 of any roadway or parking lot. Beginning on July 1, 2024, all golf courses must provide an annual water budget to our Water Department.

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

**Budget Impact:** No Impact

**Recommendation (Include any conditions):**

With a 7-0 vote, the Planning Commission recommended approval of the amendment to Title 10-23, Landscape Standards, and 10-17A-16, Golf Course Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George.



PLANNING COMMISSION AGENDA REPORT: 02/13/2024  
CITY COUNCIL AGENDA REPORT: 03/07/2024  
**CONTINUED: 03/21/2024**

## **ZONING REGULATION AMENDMENT**

### **Water Conservation Updates**

(2024-ZRA-004)

Amendment to Title 10-23 Landscape Standards

Amendment to Title 10-17A-16 Golf Course – Specific Standards

#### **REQUEST:**

Consider a request to amend Title 10-23, Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George. The applicant is The City of St. George. (Case No. 2024-ZRA-004)

#### **BACKGROUND:**

Since 2021, Washington County Water conservancy District along with the surrounding communities, including St. George, have been discussing what can be done to conserve water in Washington County. This led to the approval of the water conservation amendments to Title 8 and 10 in the summer of 2022. These amendments were drafted to be in compliance with a model ordinance presented by the Washington County Water conservancy District. Since the approval of the amendments, city staff has recognized the need to update our code to make some additional changes to aid in the water conservation efforts. The proposed amendment addresses water conservation as it relates to landscaping and golf courses.

This request is to amend Title 10-23 and 10-17A-16 of the St. George Zoning Regulations to add additional water conservation standards to our code. This update includes the following:

- No lawn will be allowed to be placed within 10' of any roadway or parking lot.
- Beginning on July 1, 2024, all golf courses must provide an annual water budget to our Water Department.

#### **Proposed Changes:**

The proposed revisions are shown in Exhibits A and B.

The proposed additions are in green and the deletions are in red with a strikethrough.

**RECOMMENDATION:**

With a 7-0 vote, the Planning Commission recommended approval of the amendment to Title 10-23, Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George.

**ALTERNATIVES:**

1. Approve as presented.
2. Approve with changes.
3. Deny this request.
4. Continue the proposed zoning regulation amendment to a specific date.

**POSSIBLE MOTION:**

I move we approve Ordinance No. 2024-xxx, an amendment to Title 10-23, Landscape Standards, and 10-17A-16, Golf Course – Specific Standards, of the city code to add additional provisions for the purpose of improving the water conservation efforts in the City of St. George.

**FINDINGS:**

1. It is in the best interest of the city to update city zoning regulations periodically.
2. The proposed revisions will allow the city to welcome appropriate business activity at approved locations.

# **EXHIBIT A**

## **Proposed Amended Landscape Standards 10-23**

### **CHAPTER 23**

#### **LANDSCAPE STANDARDS**

- 10-23-1: Minimum Landscaping Standards**
- 10-23-2: Additional Requirements For Nonresidential Developments**
- 10-23-3: Landscaping Completion And Maintenance Requirements For Single-Family Residential Zones, Residential Estate Zones, And Single-Family Residences**

#### **10-23-1:**

##### **MINIMUM LANDSCAPING STANDARDS:**

Minimum landscaping standards are required for development within all zones except agriculture, gravel and grazing, open space, and single-family residential, as follows:

A. *Application:* The requirements of this section apply to all new development and to the remodeling of existing development where there is an increase in the building's footprint.

B. *Design:*

1. All landscape and irrigation designers shall have all required state and local licenses, insurance, and be able to show proof of such.
2. Landscape plans shall make provisions for erosion control on all graded sites. Areas with soil slopes greater than fifteen percent (15%) shall have erosion control measures and may be landscaped with deep-rooting, water-conserving plants that do not include lawn.
3. A landscape documentation package prepared by a Utah-licensed landscape architect shall be submitted to the city for review at the same time as the drawings and plans are submitted for development of the site. The landscape documentation package must be approved prior to the issuance of any building permit. A copy of the approved landscape documentation package shall be provided to the property owner or site manager. See landscape documentation package submission checklist for what is to be included in the package. This checklist is to be submitted with the landscape documentation package.
4. Water-conserving plants that are well adapted to the St. George-area climate zone or identified by the district shall be used.
5. Plants with similar water needs shall be grouped together in hydrozones. Sprinklers and drip emitters shall not be connected to the same irrigation valve.

6. Water-conserving plants with low fuel volume or high moisture content that will blend with the native vegetation shall be used for projects located at the interface between urban or developed areas and natural (nonirrigated) open space.
7. Open storm water detention and retention basins shall be landscaped; however, such landscaping shall not include lawn unless used as part of an active recreation area.
8. Landscape plans for projects proposed for development in multiple phases shall clearly specify the landscape improvements required in conjunction with each phase.
9. At least fifty percent (50%) of the required landscaped area shall be covered with a combination of foliage of shrubs, permitted lawn, and live-vegetative ground cover within five (5) years of planting. Water-conserving trees and the tree canopy shall not be counted in this fifty percent (50%) requirement. Lawn is limited to eight percent (8%) of the landscaped area. **In no event shall lawn be placed within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.** In addition to the shrubs, grass, and ground cover, one (1) water-conserving tree with a minimum one-and-one-half-inch (1½") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area with a minimum of one (1) water-conserving tree per property. The trees may be arranged by the landscape architect as best fits the plan either in rows or clusters. Water-conserving tree species suitable for desert landscapes are required to meet this requirement.
10. A plan for ongoing maintenance of right-of-way areas shall be included when landscape and irrigation plans are submitted.
11. Ten percent (10%) of a proposed project's required landscaping may be located on a rooftop or rooftops.
12. Lawn is not permitted outside of an active recreation area. In addition, lawn is prohibited in park strips and all landscape areas less than eight feet (8') wide, **and within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.** No lawn shall be planted on slopes greater than fifteen percent (15%). Lawn should be reserved for areas where it is functional, including active recreation areas. Choose lawn species with lower water requirements. Choose lawn configurations for irrigation efficiency.
13. Park strips and other landscaped areas less than eight feet (8') wide shall be landscaped with water-conserving plants and/or mulch, rock, or other appropriate materials.
14. All individually platted multifamily or commercial units shall be separately metered, submetered or equipped with alternative technology capable of tracking the water use of

the individual unit. The information shall be made available to the resident of each unit. Individually platted condominium units are excepted if a property owners' association owns and maintains the water lines and meters. ~~All multifamily projects require separate water meters for all outdoor water usage, including landscaping.~~ All non-single family development shall have separate water meters for landscape irrigation of areas more than five thousand (5,000) square feet.

15. Outside misting systems shall only operate during the May-through-September time period where the daily high temperature is ninety (90) degrees Fahrenheit or greater.

16. If secondary irrigation water is available, each project shall connect to the secondary system for all outdoor water use. The city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

*C. Installation:*

1. All landscape and irrigation installers shall have all required state and local licenses, insurance, bonding requirements, and be able to show proof of such upon request.
2. Landscaping and irrigation installation shall be completed as outlined in section [10-1-12](#).
3. Landscape and irrigation installers shall follow the plans found in the project's landscape documentation package that have been signed and approved by the city.
4. Landscaping shall follow the city of St. George access management policy to properly define the safe-sight distances for intersections or driveways and follow height limitations and zoning requirements.
5. The city may inspect landscaping improvements and require corrective measures regarding the installation of site landscaping and irrigation-system improvements found not to comply with the approved landscape plan.
6. Soil preparation shall be provided to assure healthy growing conditions for the plants.
7. The landscape contractor or irrigation contractor shall provide the city with a letter certifying that all improvements have been installed in accordance with the approved landscape documentation package and specifications prior to issuance of a certificate of occupancy.
8. All irrigation installers shall be supervised by an irrigation contractor.

*D. Irrigation:*

1. Landscape areas shall be provided with a permanent, fixed automatic irrigation system installed by a licensed landscape contractor.
2. The distribution uniformity shall be sixty percent (60%) for all fixed-spray systems and seventy percent (70%) for all rotor systems.
3. Decorative water features used in landscaped areas shall have a water recirculation system and not have a capacity of more than fifty (50) gallons of water.
4. A water performance audit shall be conducted by a certified water auditor within thirty (30) days following the installation of the irrigation system. A minimum of ten percent (10%) of the irrigation zones shall be audited at the discretion of the auditor.
5. A backflow-prevention assembly shall be properly installed and tested to meet city requirements and meet all state and local health safety laws and ordinances.
6. A pressure regulating valve shall be installed by the builder or developer, and maintained by the owner, if the static service pressure exceeds ninety (90) pounds per square inch (psi). The pressure-regulating valve shall be located between the water meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the irrigation system.
7. It is required that landscaped areas use a WaterSense-labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shutoff capabilities and have memory retention capability to retain preprogrammed irrigation schedules. Sites are not exempt from water waste prohibitions.
8. Each control valve shall irrigate a landscape area, or hydrozone, with a similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn, water-conserving trees and plants in nonlawn areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.
9. Low-volume irrigation equipment (i.e., drip emitters, bubblers) shall be provided for each tree with the appropriate distribution for healthy tree growth.
10. Drip irrigation shall be used to irrigate plants in nongrass areas. Spray head to drip conversion for rehabilitated landscape sites may be acceptable with city approval of the landscape documentation package.
11. High-conservation-efficiency spray nozzles are required for sprinkler applications.
12. Sprinkler heads shall have matched precipitation rates with each control valve circuit.

13. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.
14. Check valves are required. Pressure-compensating valves and sprinklers are required where a significant variation in water pressure occurs within the irrigation system due to elevation differences.
15. Filters and end-flush valves shall be provided for drip irrigation lines.
16. Landscape watering with potable (treated) water is prohibited from ten o'clock (10:00) A.M. to eight o'clock (8:00) P.M., from June 1 to September 1, to maximize irrigation efficiency.
17. Water waste is prohibited. Water waste includes overwatering, irrigating during a precipitation event, water that sprays or flows off the originating property, failure to comply with drought restrictions, and/or a failure to repair irrigation system leaks and/or malfunctions in a timely manner. The city shall notify any person or entity believed to be wasting water pursuant to the provisions of title [8](#), chapter [1](#) of this code (which is incorporated by reference herein).
  - a. Water waste shall include overwatering outside of the following schedule:
    - (1) Winter (November through February) – sprinkler and drip irrigation up to one (1) day a week. Irrigation is typically not needed in December and January.
    - (2) Spring (March through April) – sprinkler irrigation up to two (2) days a week and drip irrigation up to two (2) days a week.
    - (3) Summer (May through August) – sprinkler irrigation up to three (3) days a week and drip irrigation up to three (3) days a week.
    - (4) Fall (September through October) – sprinkler irrigation up to three (3) days a week and drip irrigation up to two (2) days a week.
  - b. Irrigation systems shall be programmed for multiple repeat cycles to reduce runoff on slopes and for soils with slow infiltration rates.

E. *Trees:*

1. All street trees shall be planted and maintained in accordance with title [7](#), chapter [4](#) of this code.
2. All healthy trees within ten feet (10') of the right-of-way having a trunk caliper of at least four inches (4") at one foot (1') above the ground shall be preserved during construction unless removal is approved by the shade tree board.



3. Preserved trees shall be credited toward the satisfaction of the tree planting requirements.
4. Trees to be preserved shall be protected and watered during construction with the following:
  - a. A tree-protection barrier (fence) shall be installed before any demolition, grading or construction begins, and shall not be removed until final completion of the project.
  - b. The tree-protection barrier shall be erected around the tree with a radius of no less than seven feet (7') unless otherwise directed or approved by the land use authority.
  - c. The tree-protection barrier shall be constructed of any material substantial enough to protect the roots, trunk, and the crown of the tree, such as:
    - (1) Three-foot (3') high orange safety fencing on metal posts.
    - (2) Three-foot (3') high silt fencing staked with flagging.
5. Trees or shrubs that are planted under or near power lines shall not grow above twenty-five feet (25') in height at maturity. Tree trunks and branches shall not encroach within ten feet (10') of power lines when fully grown as required by applicable state and federal regulations.
6. Trees shall not be planted within three feet (3') horizontal distance of electric or gas lines.
7. The city may remove any tree that is interfering with power lines.
8. Trees in the approved landscape documentation package shall not be removed without permission from the city.
9. Tree species shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance. Water-conserving trees shall be suited for water-efficient landscapes. Trees shall be selected and planted in accordance with the following city guidance:
  - a. Broad-canopy trees shall be selected where shade or screening of tall objects is desired;
  - b. Select trees from which lower branches can be trimmed to maintain a healthy growth habit where visual clearance and natural surveillance is a concern;

- c. Narrow or columnar trees shall be selected for small spaces, or where awnings or other building features limit growth, or where greater visibility is desired between buildings and the street for natural surveillance;
- d. Tree placement shall provide canopy cover (shade) and avoid conflicts with existing trees, retaining walls, foundations, flatwork, above and below ground utilities, lighting, and other obstructions;
- e. One (1) tree with a minimum one-and-one-half-inch (1-1/2") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area;
- f. Where applicable, must meet title [7](#), chapter [4](#) of this code which is incorporated by reference herein; and
- g. Trees shall be irrigated on a separate hydrozone from all other plant materials to allow for watering of trees under drought conditions when watering restrictions for other plant material may be in effect.

F. *Maintenance:*

1. Landscaping of detention/retention basins shall be maintained by the property owner. If the detention/retention basin is in a common area, then an owners' association (OA) shall own and maintain the detention/retention basin. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.
2. An owners' association shall own and maintain all common areas including park strips between the street and any privacy walls. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.
3. It shall be unlawful for any person owning real property within the city to:
  - a. Fail to provide landscaping and irrigation in all areas where it is required to exist. This shall apply to all real property throughout the city regardless of the age of the development, zone or status.
  - b. Fail to install, maintain, replace or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.
  - c. Modify an approved landscape and irrigation plan, landscape documentation package, or approved site plan without permission from the city. "Modifying the plan" means changing the type of large plant greater than six feet (6') tall at maturity; or decreasing the plant quantities or the size of the landscape area. Minor adjustments

required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance, not modification. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020; Ord. 2021-02-007, 2-11-2021; Ord. 2022-07-009, 7-28-2022)

## **10-23-2:**

### **ADDITIONAL REQUIREMENTS FOR NONRESIDENTIAL DEVELOPMENTS:**

- A. *Application:* The requirements of this section shall apply to all new development or remodeling of existing development where landscaping is required by zoning ordinance in planned development commercial zones, commercial zones, planned development administrative and professional office zones, administrative and professional office zones, airport vicinity zones and overlay commercial zones.
- B. *Landscape Strip:* A landscape strip, outside the public right-of-way along the front of the property on public streets, not less than six feet (6') wide and an average of at least fifteen feet (15') wide shall be landscaped **without grass or lawn plantings**. This requirement does not apply in C-4 zones or the PD-C and PD-MU zones which are located within the central business district except where the parking lot abuts the public street in which case the parking lot street frontage shall provide a **non-lawn** landscape strip along the street frontage that is a minimum of six feet (6') wide and an average of at least fifteen feet (15') wide.
- C. *Interior Parking Lot Landscaping:* If a site includes thirty (30) or more off-street parking spaces, at least five percent (5%) of the parking lot area shall contain interior parking lot landscaping, in addition to the fifteen-foot (15') wide landscape strip required in subsection [B](#) of this section. This requirement shall not apply to vehicle/equipment storage yards or display areas of vehicle sales.
- D. *Terminal Islands – Divider Medians:* Interior parking lot landscape requirements may be met using terminal islands or divider medians with a minimum width of nine feet by sixteen feet (9' × 16'). One (1) parking credit shall be given for every terminal island or divider median which meets the above standard.
- E. *Shade Trees:* Shade trees shall be provided within each island or median to meet the landscape requirements.
- F. *New Plantings:* New plantings shall be incorporated into building entrances, drop-off and pick-up, and outdoor dining areas in order to separate these areas from on-site vehicular circulation and parking facilities and from off-site traffic, enhance pedestrian comfort, convenience and safety, and facilitate outdoor dining with maximum insulation from vehicular traffic impacts.

G. *Landscaping on Rights-of-Way:* All road rights-of-way not utilized for pavement, curb or sidewalk shall be planted and maintained as landscaped area, except that on Bluff Street, the landscaping requirement shall be satisfied as set forth below.

H. *For Property along Bluff Street:* In addition to the fifteen-foot (15') wide landscaping strip on the private lot area, all of the road right-of-way up to a twenty-foot (20') wide strip running parallel to the road shall be planted and maintained as a landscaped area.

### **10-23-3:**

## **LANDSCAPING COMPLETION AND MAINTENANCE REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL ZONES, RESIDENTIAL ESTATE ZONES, AND SINGLE-FAMILY RESIDENCES:**

A. *Applicability:* The requirements of this section shall apply to all new development, and to the remodeling of existing dwelling units when a dwelling unit's footprint increases for single-family residential zones, residential estate zones, and all other single-family residences. Completion and maintenance of landscaping shall apply to all residential properties.

### *B. Landscaping Requirements:*

1. A minimum of thirty percent (30%) of the overall front yard area shall be landscaped. At least one-half (½) of the landscaped area shall contain live vegetation.
2. The total lawn area for any residential lot shall not exceed eight percent (8%) of the total lot size, regardless of zoning, up to a maximum of one thousand five hundred (1,500) square feet for lots up to twenty thousand (20,000) square feet. Lots which are greater than twenty thousand (20,000) square feet may have a lawn area of up to two thousand (2,000) square feet. Lots which are less than seven thousand five hundred (7,500) square feet may have a lawn area of up to six hundred (600) square feet even if that amount exceeds eight percent (8%) of the lot size. All lots must comply with subsection [B3](#) of this section.
3. Lawn shall be prohibited in park strips, all landscape areas less than eight feet (8') wide, and on any slope that exceeds fifteen percent (15%).
4. Each single-family dwelling shall have a minimum of two (2) water-conserving trees with a minimum one-and-one-half-inch (1½") caliper trunk.

C. *Completion Requirements:* Landscaping shall be completed within one (1) year of the issuance of a certificate of occupancy, or the final inspection of a remodeled dwelling unit.

D. A minimum of one (1) water-conserving tree with at least a one-and-one-half-inch (1½") caliper shall be planted in the front yard. The tree may be a desert tree variety.

E. The use of native plants and other water-conserving plants is required to promote water conservation.

F. *Requests For Modification Of Landscaping Requirement:* The community development director or designee may approve "landscaping," as defined in this section, that covers less than thirty percent (30%) of the front yard area in landscape where the shape of the lot imposes a hardship in meeting the thirty percent (30%) requirement. If such a modification is granted, all other landscaping requirements outlined in this section shall still apply and may not be waived or modified.

G. *Maintenance Of Owners' Association Property:* A property owners' association shall own and diligently maintain all common areas, including park strips between the street and any privacy walls. If a property owners' association is dissolved, maintenance of the common area becomes the joint and several responsibility of the individual owners of property that once formed the dissolved property owners' association.

H. It shall be unlawful for any person owning a single-family residence to:

1. Fail to provide landscaping and irrigation in all areas where landscaping is required or exists, regardless of the age of the development, zone, or status.
2. Fail to install, maintain, replace, or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.
3. Modify an approved landscape and irrigation plan, landscape documentation package, or approved site plan without prior written permission from the city. "Modifying an approved landscape and irrigation plan or approved site plan" means changing the type of large plant (greater than six feet (6') tall at maturity), decreasing the plant quantities, or decreasing the size of the landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance and not modification.

## **EXHIBIT B**

### **Proposed Amended Golf Course – Specific Standards**

#### **10-17A-16:**

#### **GOLF COURSE – SPECIFIC STANDARDS:**

- A. No new golf course shall be approved unless the development is capable of providing its own wet water source sufficient to irrigate the golf course. Paper water rights shall not be sufficient. No culinary water may be used to irrigate ~~the~~ any new golf course.
- B. Commencing July 1, 2024, all golf courses within the City, both new and existing, must provide to the City water department, a water budget identifying anticipated water usage and all water conservation measures being taken. If the current condition changes within the golf course, an updated water budget is required to be sent to the City water department.

**EXHIBIT C**  
**PowerPoint Presentation**



# Water conservation updates

Zoning Regulation Amendment  
2024-ZRA-004



# 10-23-1: Minimum Landscape Standards

For **ALL** zone **except** agriculture, gravel and grazing, open space, and **single-family residential**

- In no event shall lawn be placed within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.

# 10-23 Golf Course

- No culinary water may be used to irrigate ~~the~~ any new golf course.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 10-23, LANDSCAPE STANDARDS, AND TITLE 10-17A-16, GOLF COURSE – SPECIFIC STANDARDS, OF THE ST. GEORGE CITY CODE, TO ADD ADDITIONAL PROVISIONS FOR THE PURPOSE OF IMPROVING THE WATER CONSERVATION EFFORTS IN THE CITY OF ST. GEORGE. CASE No. 2024-ZRA-004**

**WHEREAS**, the City Council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 10-23, landscape standards, and Title 10-17A-16, Golf Course –Specific Standards, to add provisions for the purpose of improving the water conservation efforts in the City of St. George; and

**WHEREAS**, after careful consideration, the city council has determined that amending Title 10-23 and 10-17A-16 is in the best interest of the health, safety and welfare of the citizens of St. George to update standards for water conservation efforts; and

**WHEREAS**, the Planning Commission held a public hearing on February 13, 2024, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

**NOW, THEREFORE, BE IT ORDAINED**, by the St. George city council, as follows:

**Section 1. Repealer.** Any provision of the St. George city code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Enactment.** The St. George city code is hereby amended by adopting changes and revisions to Title 10 for the protection of the City and the public, as set forth in Exhibit 'A' attached hereto and incorporated herein.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 21<sup>st</sup> day of March 2024.

ST. GEORGE CITY:

ATTEST:

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

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

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

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

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

**EXHIBIT A  
TITLE 10-23**

**CHAPTER 23  
LANDSCAPE STANDARDS**

- 10-23-1: Minimum Landscaping Standards**
- 10-23-2: Additional Requirements for Nonresidential Developments**
- 10-23-3: Landscaping Completion and Maintenance Requirements For Single-Family Residential Zones, Residential Estate Zones, And Single-Family Residences**

**10-23-1:**

**MINIMUM LANDSCAPING STANDARDS:**

Minimum landscaping standards are required for development within all zones except agriculture, gravel and grazing, open space, and single-family residential, as follows:

A. *Application:* The requirements of this section apply to all new development and to the remodeling of existing development where there is an increase in the building's footprint.

B. *Design:*

1. All landscape and irrigation designers shall have all required state and local licenses, insurance, and be able to show proof of such.
2. Landscape plans shall make provisions for erosion control on all graded sites. Areas with soil slopes greater than fifteen percent (15%) shall have erosion control measures and may be landscaped with deep-rooting, water-conserving plants that do not include lawn.
3. A landscape documentation package prepared by a Utah-licensed landscape architect shall be submitted to the city for review at the same time as the drawings and plans are submitted for development of the site. The landscape documentation package must be approved prior to the issuance of any building permit. A copy of the approved landscape documentation package shall be provided to the property owner or site manager. See landscape documentation package submission checklist for what is to be included in the package. This checklist is to be submitted with the landscape documentation package.
4. Water-conserving plants that are well adapted to the St. George-area climate zone or identified by the district shall be used.
5. Plants with similar water needs shall be grouped together in hydrozones. Sprinklers and drip emitters shall not be connected to the same irrigation valve.
6. Water-conserving plants with low fuel volume or high moisture content that will blend with the native vegetation shall be used for projects located at the interface between urban or developed areas and natural (nonirrigated) open space.

7. Open storm water detention and retention basins shall be landscaped; however, such landscaping shall not include lawn unless used as part of an active recreation area.
8. Landscape plans for projects proposed for development in multiple phases shall clearly specify the landscape improvements required in conjunction with each phase.
9. At least fifty percent (50%) of the required landscaped area shall be covered with a combination of foliage of shrubs, permitted lawn, and live-vegetative ground cover within five (5) years of planting. Water-conserving trees and the tree canopy shall not be counted in this fifty percent (50%) requirement. Lawn is limited to eight percent (8%) of the landscaped area. **In no event shall lawn be placed within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.** In addition to the shrubs, grass, and ground cover, one (1) water-conserving tree with a minimum one-and-one-half-inch (1½") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area with a minimum of one (1) water-conserving tree per property. The trees may be arranged by the landscape architect as best fits the plan either in rows or clusters. Water-conserving tree species suitable for desert landscapes are required to meet this requirement.
10. A plan for ongoing maintenance of right-of-way areas shall be included when landscape and irrigation plans are submitted.
11. Ten percent (10%) of a proposed project's required landscaping may be located on a rooftop or rooftops.
12. Lawn is not permitted outside of an active recreation area. In addition, lawn is prohibited in park strips, ~~and~~ all landscape areas less than eight feet (8') wide, **and within ten feet (10') of any roadway or parking lot, which is the paved area intended for vehicular travel or parking, not including sidewalk and gutter.** No lawn shall be planted on slopes greater than fifteen percent (15%). Lawn should be reserved for areas where it is functional, including active recreation areas. Choose lawn species with lower water requirements. Choose lawn configurations for irrigation efficiency.
13. Park strips and other landscaped areas less than eight feet (8') wide shall be landscaped with water-conserving plants and/or mulch, rock, or other appropriate materials.
14. All individually platted multifamily or commercial units shall be separately metered, submetered or equipped with alternative technology capable of tracking the water use of the individual unit. The information shall be made available to the resident of each unit. Individually platted condominium units are excepted if a property owners' association owns and maintains the water lines and meters. **All multifamily projects require separate water meters for all outdoor water usage, including landscaping.** All non-single family development shall have separate water meters for landscape irrigation of areas more than five thousand (5,000) square feet.
15. Outside misting systems shall only operate during the May-through-September time

period where the daily high temperature is ninety (90) degrees Fahrenheit or greater.

16. If secondary irrigation water is available, each project shall connect to the secondary system for all outdoor water use. The city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

*C. Installation:*

1. All landscape and irrigation installers shall have all required state and local licenses, insurance, bonding requirements, and be able to show proof of such upon request.
2. Landscaping and irrigation installation shall be completed as outlined in section [10-1-12](#).
3. Landscape and irrigation installers shall follow the plans found in the project's landscape documentation package that have been signed and approved by the city.
4. Landscaping shall follow the city of St. George access management policy to properly define the safe-sight distances for intersections or driveways and follow height limitations and zoning requirements.
5. The city may inspect landscaping improvements and require corrective measures regarding the installation of site landscaping and irrigation-system improvements found not to comply with the approved landscape plan.
6. Soil preparation shall be provided to assure healthy growing conditions for the plants.
7. The landscape contractor or irrigation contractor shall provide the city with a letter certifying that all improvements have been installed in accordance with the approved landscape documentation package and specifications prior to issuance of a certificate of occupancy.
8. All irrigation installers shall be supervised by an irrigation contractor.

*D. Irrigation:*

1. Landscape areas shall be provided with a permanent, fixed automatic irrigation system installed by a licensed landscape contractor.
2. The distribution uniformity shall be sixty percent (60%) for all fixed-spray systems and seventy percent (70%) for all rotor systems.
3. Decorative water features used in landscaped areas shall have a water recirculation system and not have a capacity of more than fifty (50) gallons of water.
4. A water performance audit shall be conducted by a certified water auditor within thirty (30) days following the installation of the irrigation system. A minimum of ten percent (10%) of the irrigation zones shall be audited at the discretion of the auditor.



5. A backflow-prevention assembly shall be properly installed and tested to meet city requirements and meet all state and local health safety laws and ordinances.
6. A pressure regulating valve shall be installed by the builder or developer, and maintained by the owner, if the static service pressure exceeds ninety (90) pounds per square inch (psi). The pressure-regulating valve shall be located between the water meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the irrigation system.
7. It is required that landscaped areas use a WaterSense-labeled smart irrigation controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All controllers shall be equipped with automatic rain delay or rain shutoff capabilities and have memory retention capability to retain preprogrammed irrigation schedules. Sites are not exempt from water waste prohibitions.
8. Each control valve shall irrigate a landscape area, or hydrozone, with a similar site, slope and soil conditions, and plant materials with similar watering needs. Lawn, water-conserving trees and plants in nonlawn areas shall be irrigated on separate valves. Drip emitters and sprinklers shall be placed on separate valves.
9. Low-volume irrigation equipment (i.e., drip emitters, bubblers) shall be provided for each tree with the appropriate distribution for healthy tree growth.
10. Drip irrigation shall be used to irrigate plants in nongrass areas. Spray head to drip conversion for rehabilitated landscape sites may be acceptable with city approval of the landscape documentation package.
11. High-conservation-efficiency spray nozzles are required for sprinkler applications.
12. Sprinkler heads shall have matched precipitation rates with each control valve circuit.
13. Sprinkler heads shall be attached to rigid lateral lines with flexible material (swing joints) to reduce potential for breakage.
14. Check valves are required. Pressure-compensating valves and sprinklers are required where a significant variation in water pressure occurs within the irrigation system due to elevation differences.
15. Filters and end-flush valves shall be provided for drip irrigation lines.
16. Landscape watering with potable (treated) water is prohibited from ten o'clock (10:00) A.M. to eight o'clock (8:00) P.M., from June 1 to September 1, to maximize irrigation efficiency.
17. Water waste is prohibited. Water waste includes overwatering, irrigating during a precipitation event, water that sprays or flows off the originating property, failure to comply with drought restrictions, and/or a failure to repair irrigation system leaks and/or malfunctions in a timely manner. The city shall notify any person or entity believed to be

wasting water pursuant to the provisions of title [8](#), chapter [1](#) of this code (which is incorporated by reference herein).

a. Water waste shall include overwatering outside of the following schedule:

- (1) Winter (November through February) – sprinkler and drip irrigation up to one (1) day a week. Irrigation is typically not needed in December and January.
- (2) Spring (March through April) – sprinkler irrigation up to two (2) days a week and drip irrigation up to two (2) days a week.
- (3) Summer (May through August) – sprinkler irrigation up to three (3) days a week and drip irrigation up to three (3) days a week.
- (4) Fall (September through October) – sprinkler irrigation up to three (3) days a week and drip irrigation up to two (2) days a week.

b. Irrigation systems shall be programed for multiple repeat cycles to reduce runoff on slopes and for soils with slow infiltration rates.

E. *Trees:*

1. All street trees shall be planted and maintained in accordance with title [7](#), chapter [4](#) of this code.
2. All healthy trees within ten feet (10') of the right-of-way having a trunk caliper of at least four inches (4") at one foot (1') above the ground shall be preserved during construction unless removal is approved by the shade tree board.
3. Preserved trees shall be credited toward the satisfaction of the tree planting requirements.
4. Trees to be preserved shall be protected and watered during construction with the following:
  - a. A tree-protection barrier (fence) shall be installed before any demolition, grading or construction begins, and shall not be removed until final completion of the project.
  - b. The tree-protection barrier shall be erected around the tree with a radius of no less than seven feet (7') unless otherwise directed or approved by the land use authority.
  - c. The tree-protection barrier shall be constructed of any material substantial enough to protect the roots, trunk, and the crown of the tree, such as:
    - (1) Three-foot (3') high orange safety fencing on metal posts.
    - (2) Three-foot (3') high silt fencing staked with flagging.
5. Trees or shrubs that are planted under or near power lines shall not grow above

twenty-five feet (25') in height at maturity. Tree trunks and branches shall not encroach within ten feet (10') of power lines when fully grown as required by applicable state and federal regulations.

6. Trees shall not be planted within three feet (3') horizontal distance of electric or gas lines.
7. The city may remove any tree that is interfering with power lines.
8. Trees in the approved landscape documentation package shall not be removed without permission from the city.
9. Tree species shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance. Water-conserving trees shall be suited for water-efficient landscapes. Trees shall be selected and planted in accordance with the following city guidance:
  - a. Broad-canopy trees shall be selected where shade or screening of tall objects is desired;
  - b. Select trees from which lower branches can be trimmed to maintain a healthy growth habit where visual clearance and natural surveillance is a concern;
  - c. Narrow or columnar trees shall be selected for small spaces, or where awnings or other building features limit growth, or where greater visibility is desired between buildings and the street for natural surveillance;
  - d. Tree placement shall provide canopy cover (shade) and avoid conflicts with existing trees, retaining walls, foundations, flatwork, above and below ground utilities, lighting, and other obstructions;
  - e. One (1) tree with a minimum one-and-one-half-inch (1-1/2") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area;
  - f. Where applicable, must meet title [7](#), chapter [4](#) of this code which is incorporated by reference herein; and
  - g. Trees shall be irrigated on a separate hydrozone from all other plant materials to allow for watering of trees under drought conditions when watering restrictions for other plant material may be in effect.

F. *Maintenance:*

1. Landscaping of detention/retention basins shall be maintained by the property owner. If the detention/retention basin is in a common area, then an owners' association (OA) shall own and maintain the detention/retention basin. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.

2. An owners' association shall own and maintain all common areas including park strips between the street and any privacy walls. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.
3. It shall be unlawful for any person owning real property within the city to:
  - a. Fail to provide landscaping and irrigation in all areas where it is required to exist. This shall apply to all real property throughout the city regardless of the age of the development, zone or status.
  - b. Fail to install, maintain, replace or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.
  - c. Modify an approved landscape and irrigation plan, landscape documentation package, or approved site plan without permission from the city. "Modifying the plan" means changing the type of large plant greater than six feet (6') tall at maturity; or decreasing the plant quantities or the size of the landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance, not modification. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020; Ord. 2021-02-007, 2-11-2021; Ord. 2022-07-009, 7-28-2022)

## **10-23-2:**

### **ADDITIONAL REQUIREMENTS FOR NONRESIDENTIAL DEVELOPMENTS:**

- A. *Application:* The requirements of this section shall apply to all new development or remodeling of existing development where landscaping is required by zoning ordinance in planned development commercial zones, commercial zones, planned development administrative and professional office zones, administrative and professional office zones, airport vicinity zones and overlay commercial zones.
- B. *Landscape Strip:* A landscape strip, outside the public right-of-way along the front of the property on public streets, not less than six feet (6') wide and an average of at least fifteen feet (15') wide shall be landscaped **without grass or lawn plantings**. This requirement does not apply in C-4 zones or the PD-C and PD-MU zones which are located within the central business district except where the parking lot abuts the public street in which case the parking lot street frontage shall provide a **non-lawn** landscape strip along the street frontage that is a minimum of six feet (6') wide and an average of at least fifteen feet (15') wide.
- C. *Interior Parking Lot Landscaping:* If a site includes thirty (30) or more off-street parking spaces, at least five percent (5%) of the parking lot area shall contain interior parking lot landscaping, in addition to the fifteen-foot (15') wide landscape strip required in subsection [B](#) of this section. This requirement shall not apply to vehicle/equipment storage yards or display areas of vehicle sales.
- D. *Terminal Islands – Divider Medians:* Interior parking lot landscape requirements may be met using terminal islands or divider medians with a minimum width of nine feet by sixteen feet (9'

× 16'). One (1) parking credit shall be given for every terminal island or divider median which meets the above standard.

E. *Shade Trees*: Shade trees shall be provided within each island or median to meet the landscape requirements.

F. *New Plantings*: New plantings shall be incorporated into building entrances, drop-off and pick-up, and outdoor dining areas in order to separate these areas from on-site vehicular circulation and parking facilities and from off-site traffic, enhance pedestrian comfort, convenience and safety, and facilitate outdoor dining with maximum insulation from vehicular traffic impacts.

G. *Landscaping on Rights-of-Way*: All road rights-of-way not utilized for pavement, curb or sidewalk shall be planted and maintained as landscaped area, except that on Bluff Street, the landscaping requirement shall be satisfied as set forth below.

H. *For Property along Bluff Street*: In addition to the fifteen-foot (15') wide landscaping strip on the private lot area, all of the road right-of-way up to a twenty-foot (20') wide strip running parallel to the road shall be planted and maintained as a landscaped area.

### **10-23-3:**

## **LANDSCAPING COMPLETION AND MAINTENANCE REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL ZONES, RESIDENTIAL ESTATE ZONES, AND SINGLE-FAMILY RESIDENCES:**

A. *Applicability*: The requirements of this section shall apply to all new development, and to the remodeling of existing dwelling units when a dwelling unit's footprint increases for single-family residential zones, residential estate zones, and all other single-family residences. Completion and maintenance of landscaping shall apply to all residential properties.

B. *Landscaping Requirements*:

1. A minimum of thirty percent (30%) of the overall front yard area shall be landscaped. At least one-half (½) of the landscaped area shall contain live vegetation.
2. The total lawn area for any residential lot shall not exceed eight percent (8%) of the total lot size, regardless of zoning, up to a maximum of one thousand five hundred (1,500) square feet for lots up to twenty thousand (20,000) square feet. Lots which are greater than twenty thousand (20,000) square feet may have a lawn area of up to two thousand (2,000) square feet. Lots which are less than seven thousand five hundred (7,500) square feet may have a lawn area of up to six hundred (600) square feet even if that amount exceeds eight percent (8%) of the lot size. All lots must comply with subsection [B3](#) of this section.
3. Lawn shall be prohibited in park strips, all landscape areas less than eight feet (8') wide, and on any slope that exceeds fifteen percent (15%).
4. Each single-family dwelling shall have a minimum of two (2) water-conserving trees with

a minimum one-and-one-half-inch (1½") caliper trunk.

C. *Completion Requirements:* Landscaping shall be completed within one (1) year of the issuance of a certificate of occupancy, or the final inspection of a remodeled dwelling unit.

D. A minimum of one (1) water-conserving tree with at least a one-and-one-half-inch (1½") caliper shall be planted in the front yard. The tree may be a desert tree variety.

E. The use of native plants and other water-conserving plants is required to promote water conservation.

F. *Requests For Modification Of Landscaping Requirement:* The community development director or designee may approve "landscaping," as defined in this section, that covers less than thirty percent (30%) of the front yard area in landscape where the shape of the lot imposes a hardship in meeting the thirty percent (30%) requirement. If such a modification is granted, all other landscaping requirements outlined in this section shall still apply and may not be waived or modified.

G. *Maintenance Of Owners' Association Property:* A property owners' association shall own and diligently maintain all common areas, including park strips between the street and any privacy walls. If a property owners' association is dissolved, maintenance of the common area becomes the joint and several responsibility of the individual owners of property that once formed the dissolved property owners' association.

H. It shall be unlawful for any person owning a single-family residence to:

1. Fail to provide landscaping and irrigation in all areas where landscaping is required or exists, regardless of the age of the development, zone, or status.
2. Fail to install, maintain, replace, or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.
3. Modify an approved landscape and irrigation plan, landscape documentation package, or approved site plan without prior written permission from the city. "Modifying an approved landscape and irrigation plan or approved site plan" means changing the type of large plant (greater than six feet (6') tall at maturity), decreasing the plant quantities, or decreasing the size of the landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance and not modification.

## **EXHIBIT B**

### **Proposed Amended Golf Course – Specific Standards**

**10-17A-16:**

#### **GOLF COURSE – SPECIFIC STANDARDS:**

A. No new golf course shall be approved unless the development is capable of providing its own wet water source sufficient to irrigate the golf course. Paper water rights shall not be sufficient. No culinary water may be used to irrigate ~~the~~ **any new** golf course.

B. Commencing July 1, 2024, all golf courses within the City, both new and existing, must provide to the City water department, a water budget identifying anticipated water usage and all water conservation measures being taken. If the current condition changes within the golf course, an updated water budget is required to be sent to the City water department.



**Agenda Date:** 03/21/2024

**Agenda Item Number:** 05

**Subject:**

Consider approval of Ordinance No. 2024-018 amending the City General Plan Future Land Use Map from: 1) MDR (Medium Density Residential) to Commercial on 6.56 acres; 2) LDR (Low Density Residential) to Commercial on 1.22 acres; 3) LDR (Low Density Residential) to MDR (Medium Density Residential) on 4.09 acres; 4) PK (Park) to LDR (Low Density Residential) on 4.19 acres; and 5) LDR (Low Density Residential) to PK (Park) on 3.34 acres located on the northwest corner of 2450 South and 3000 East. (Case No. 2024-GPA-004 Old Farm)

**Item at-a-glance:**

Staff Contact: Dan Boles

Applicant Name: Bill Cox

Reference Number: 2024-GPA-004

Address/Location:

Generally located on the north-west corner or 2050 South & 3000 East

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

At their meeting held on February 27, 2024, the Planning Commission held a public hearing, received considerable input on the proposal, and recommended approval of the changes with a 5-0 vote.

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

This request involves portions of parcels SG-CFA-8 and SG-5-3-3-3100. Overall, the property owned by the Cox family (now referred to as Old Farm) is approximately 123.26 acres and has been in their family well over 100 years. The current use is agriculture/open space. This particular general plan amendment is for land generally located on the north-west corner of 2050 South and 3000 East. The purpose of this request is to expand the commercial element currently shown on the general plan to the north and west. In doing so, the medium density residential currently shown would also get pushed north and west. The park would shift slightly to the south.

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

**Budget Impact:** No Impact

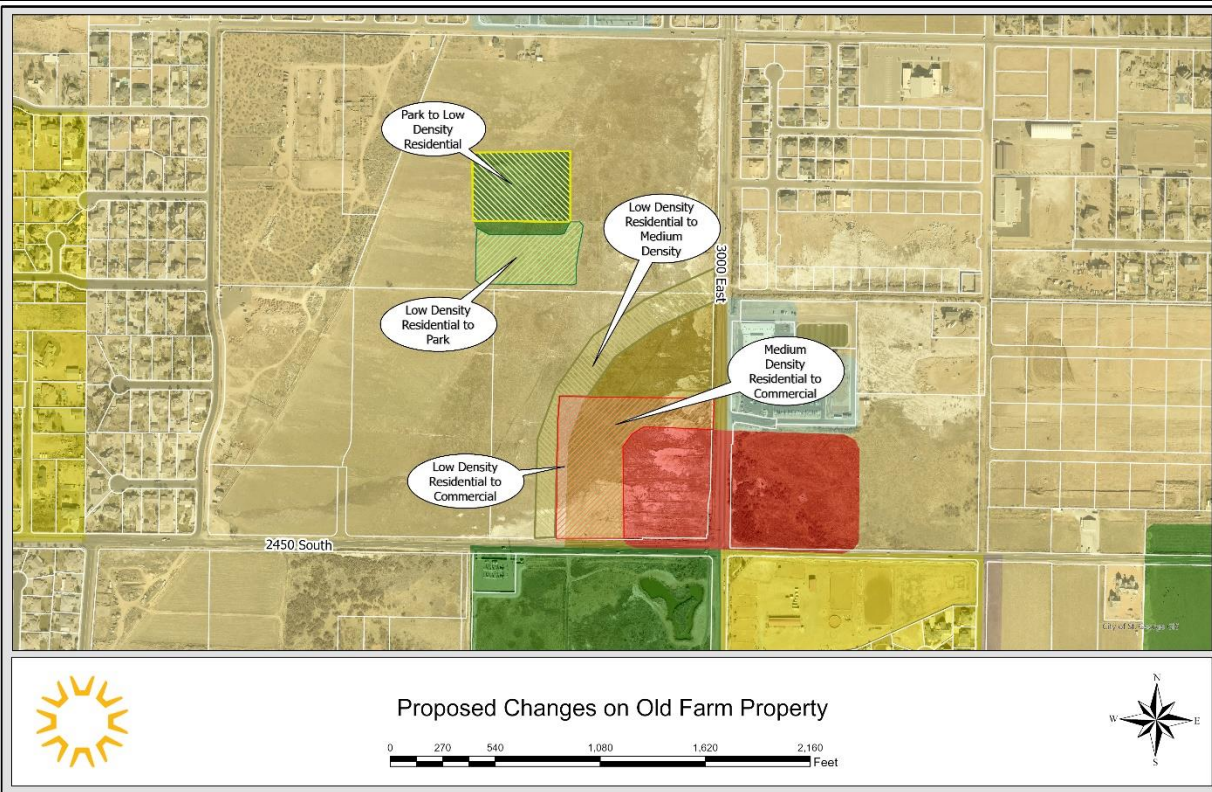
**Recommendation (Include any conditions):**

Planning Commission took public comment in their public hearing and recommended 5-0 to forward a positive recommendation to the City Council for the proposed general plan amendment.

PLANNING COMMISSION AGENDA REPORT: 02/27/2024

CITY COUNCIL AGENDA REPORT: 03/21/2024

<b>Old Farm</b> General Plan Amendment (Case No. 2024-GPA-004)	
<b>Request:</b>	Consider approval of an ordinance changing the general plan future land-use map from LDR (Low Density Residential) and MDR (Medium Density Residential) to COM (Commercial) and MDR (Medium Density Residential) on approximately 18.69 acres generally located on the on the north-west corner or 2050 South & 3000 East to be known as the Old Farm.
<b>Applicant/Representative:</b>	Bill Cox
<b>Location:</b>	Located on the north-west corner or 2050 South & 3000 East
<b>Existing General Plan:</b>	LDR (Low Density Residential), MDR (Medium Density Residential), COM (Commercial), PK (Park)
<b>Proposed General Plan:</b>	Extend the COM (Commercial) area north and west, move the MDR (Medium Density Residential) north and west. The Park area would move directly south of where it is currently.
<b>Existing Zoning:</b>	A-20 (Agriculture, 20 acre minimum lot size), R-1-20 (Single Family Residential, 20,000 square feet minimum lot size)
<b>Land Area:</b>	Total Old Farm site size approximately - 123.26 acres Area to requested to be changed – 12.67 plus park area



**BACKGROUND:**

The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. In short, it provides guidance to which uses, and ultimately which zones are to go where throughout the city. Each city is required by the State of Utah to have a general plan. This particular general plan amendment is for land generally located on the north-west corner of 2050 South and 3000 East. The purpose of this request is to expand the commercial element currently shown on the general plan to the north and west. In doing so, the medium density residential currently shown would also get pushed north and west. The park would shift slightly to the south.

This request involves portions of parcels SG-CFA-8 and SG-5-3-3-3100. Overall, the property owned by the Cox family (now referred to as Old Farm) is approximately 123.26 acres. The current use is agriculture/open space. The request would do the following (see map):

Medium Density Residential (5-9 units per acre) to Commercial	6.56 acres
Low Density Residential (1-4 units per acre) to Commercial	1.22 acres
Low Density Residential (1-4 units per acre) to Medium Density Residential (5-9 units per acre)	4.89 acres
Park to Low Density Residential (1-4 units per acre)	4.19 acres
Low Density Residential (1-4 units per acre) to Park	3.34 acres

In the end, the commercial would go from 5.66 to 13.44 acres, Medium Density from 11.2 acres to 9.53 acres and the park would go from 4.85 to 4.0 acres. It should be noted that typically the boundaries of a general plan are not set in stone but can be flexed to a small extent.

The property is bounded by 3000 East on the East, 2450 South on the south, 2580 East on the West and 2000 South on the north. There is approximately 30 acres on the north west corner of those coordinates that are not part of the Old Farm property. 3000 East is a minor arterial and 2450 South is a major commercial collector which are both designed to handle the proposed commercial, multi-family and single family dwellings which will likely come with this project. 3000 East has been under construction between 1580 South and 2000 South. The second phase of construction will start within the next several months and will finish the portion between 2000 South and Seegmiller Drive. Construction is anticipated to be completed in the next year. 2450 South will be completed with this project. This will allow better flow through this area. All other utilities are either stubbed to or within the general vicinity of the property.

The property is entirely in the hillside overlay zone which will require the Hillside Review Board to review any potential plans for the site for any disturbance of land greater than 20% slope. There are no flood plain designations on the site.

If this application is approved, the next step would be a zoning map amendment. It is anticipated that if this application is approved, a PD (Planned Development) zoning application would be forthcoming.

**RECOMMENDATION:**

Planning Commission held a public hearing on February 27, 2024, and received a lot of input from the public (28 commentors in all). While the bulk of the comment was not in favor of the change there was a handful of participants that were in favor of seeing the change. Primary concerns ranged from increased traffic from the commercial and townhomes, increased crime from townhomes, commercial and townhomes don't fit into the area, questions on whether or not the infrastructure would be sufficient, concerns over loss of view, etc. A copy of the Planning Commission minutes are attached to this staff report for the City Council's review.

**ALTERNATIVES:**

1. Approve this General Plan Amendment as presented.
2. Deny this General Plan Amendment
3. Continue the proposed General Plan amendment to a specific date.

**POSSIBLE MOTION:**

"I move that we approve the general plan amendment for Old Farm, case no. 2024-GPA-004, based on the findings listed in the staff report."

**FINDINGS FOR APPROVAL:**

1. The proposed land-uses are compatible with the surrounding land uses in this area.
2. All of the proposed land uses have been anticipated on this property prior to this amendment proposal.
3. This land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
4. This proposed major employment center or large traffic generator is located on an arterial road.

**Exhibit A**  
**Applicant's Narrative**



**Bush and Gudgell, Inc.**  
**Engineers • Planners • Surveyors**  
www.bushandgudgell.com

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February 22, 2024

St George City  
Planning and Zoning Department  
175 North 200 East  
St George, UT

Re: Old Farm General Plan Amendment

To whom it may concern:

We are submitting this application to amend the General Plan in St. George near the intersection of 2450 S and 3000 E. The total area of this amendment will be 20.20 acres. Current designations include PK, LDR, MDR and COM.

We respectfully request that the designations change as follows: 3.34 acres from LDR to PK, 7.78 acres from LDR and MDR to COM, 4.89 acres from LDR to MDR, and 4.19 acres from PK to LDR as shown on the exhibit that accompanies this application.

The changes will allow the landowner to provide appropriate development in the area that will meet certain needs in the city and remain true to the city's overall plan for the area.

We greatly appreciate your consideration.

Sincerely,  
Bush and Gudgell, Inc.

Bob Hermandson  
President

**Exhibit B**  
**Public Comment**



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**New proposal by 1958 s 2500 e**

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**Jordan P**

Tue, Feb 27, 2024 at 4:41 PM

To: "dan.boles@sgcity.org" &lt;dan.boles@sgcity.org&gt;

Hello,

I live in the area where you are voting tonight to change the zoning on what will be built in the area by 1958 s / George Washington Academy.

I would like my voice to be heard and if the contractor bought the land for a specific zone that's what should stay. It isn't fair to the residents who bought around this area to then change their living due to a contractor.

I understand there is a possibility of adding a park and a church and have no issues with that. I do have concerns with adding apartments and condominiums where they will bring down our values and add more traffic where there are already issues.

I appreciate you reading this and thank you for your time.

Jordan Perry

Sent from my iPhone

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## Old Farm General Plan Amendment Case No. 2024-GPA-004

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**Julie Buchanan** [REDACTED]

Sat, Feb 24, 2024 at 5:28 PM

To: dan.boles@sgcity.org

Dan Boles and the community development dept,

I live next door to GWA . This directly affects my home and my School Zone.

Please stick with the original plan, Rather than go with what's being proposed.

Now that I've seen the new map, I'm not impressed.

There was very little compromise by the developer. He will add a ton of commercial and lose very little MDR/condos (which no one wants MDR!).

I believe the lines are also soft lines when it comes time for zoning. The builder could end up with way more condos in the end and that's not adequately accounted for on the Map.

If the builder had added more commercial and a single row of condos, I'd be more on board with the change. But that's not the reality.

Dr Julie Buchanan

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## Old Farm

1 message

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**Bobbye Wetsel** [REDACTED]

Tue, Feb 20, 2024 at 3:54 PM

To: dan.boles@sgcity.org

As a resident of Bridlegate Estates that is directly diagonal to the proposed Old Farm Project, I have some concerns. I would like to know more specifics as to density proposed in number of units and areas of ground it covers. We moved to this area due to its rural atmosphere. We did not move here to have every amenity close at hand, such as a gas station, or grocery store etc. We also expected like housing to be in the area's around us. I understand the general plan has some commercial and I would be ok with what is existing and would hope it would be more of a "soft commercial" area like on the corner of Crimson and 3000 E. I would like to obtain as much of specifics as is possible on this proposal.

I would also like to know why the residents of Bridlegate Estates were not notified directly of this project and proposed changes since our property is at 2450 S and 3000 E on opposite side. This is very concerning to me as a resident.

Thank you in advance. Bobbye Wetsel



Brenda Hatch &lt;brenda.hatch@sgcity.org&gt;

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## Old Farm General Plan Amendment

1 message

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**Kevin O'Connell** [REDACTED]  
To: "brenda.hatch@sgcity.org" <brenda.hatch@sgcity.org>

Mon, Feb 19, 2024 at 1:41 PM

Brenda,

I cant believe the city would even consider a rezone for this area. St George city seems to approve any developments if it means more tax dollars. The infra structure to support this development is just not there. The new part of 30<sup>th</sup> east that was just built shows that. The contractor that built this road had to be an amateur when you look at the poor job that was done. building an all new road that patched in part of the old road to save a few dollars is not how to do the job. Sometimes being the lowest bidder is not the right way to award a contract. The new part of the road that will be starting soon will directly affect me and my neighbors and they don't seem to know how to build a road either. We don't need apartment buildings in this area. It was zoned LDR for a reason. How about some more open space instead of apartments. The city needs to wake up to the fact that they are running out of water and and their roads are of very poor quality. I know that doesn't matter to the city and the developers that don't care what a mess they make as long as the city gets a few more tax dollars and the developers once again screw the people of St George to make a few more dollars. Why don't you enforce existing laws before you allow these companies to make even more zoning changes that help the developers and leave the taxpayers to pay for their mistakes. Please feel free to contact me and I will be happy to let you know what I think. My number is [REDACTED] But I am sure as always no one ever calls me back because they don't really want to hear from the people that have to put up with poor planning.

Thank You.



**Kevin O'Connell**  
REALTOR

**Berkshire Hathaway HomeServices Utah Properties**

Ph: [REDACTED]

Email: [REDACTED]

Website: [REDACTED]

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**Exhibit C**  
**Planning Commission Minutes**

NOTICE OF MEETING  
PLANNING COMMISSION  
CITY OF ST. GEORGE  
WASHINGTON COUNTY, UTAH

Public Notice

Notice is hereby given that the Planning Commission of the City of St. George, Washington County, Utah, will hold a **Planning** Commission meeting in the City Council Chambers, 175 East 200 North, St George, Utah, on **Tuesday, February 27, 2024**, commencing at **5:00 p.m.**

**PRESENT:** Chair Austin Anderson  
Commissioner Nathan Fisher  
Commissioner Terri Draper  
Commissioner Brandon Anderson  
Commissioner Kelly Casey

**CITY STAFF:** Community Development Director Carol Winner  
Deputy City Attorney Jami Brackin  
Planner III Dan Boles  
Planner III Mike Hadley  
Planner II – CDBG and Housing Brenda Hatch

**EXCUSED:** Commissioner Ben Rogers  
Commissioner Lori Chapman

Commissioner Fisher - We will open with the Pledge of Allegiance; we have asked Commissioner B. Anderson to lead us. Our Chair isn't here yet, but we will get started and we appreciate all of you here taking part in the local government and look forward to hearing what you have to say on the agenda item tonight.

1. **Old Farm General Plan Amendment** – **PUBLIC HEARING:** Bill Clark is requesting approval of a General Plan amendment in order to change the land-use map from LDR (Low Density Residential) and MDR (Medium Density Residential) to COM (Commercial) and MDR (Medium Density Residential). This proposal would convert a portion of the existing LDR and MDR areas to COM and convert some areas of LDR to MDR. The area designated for a park would be shifted south and the existing park designation would become LDR. The total area of change is approximately 20.20 acres, generally located on the north-west corner of 3000 East 2450 South. Case No. **2024-GPA-004** (Staff – Dan Boles)

Dan Boles presented the following:

Dan Boles – The zoning map currently shows A-20 and R-1-20 the portion that is R-1-20 is not changing, that came before you about a year ago. The commercial has always been anticipated on that corner, they are asking to expand it to the north and the west, that would take out some of the medium density residential which is 5 to 9 units per acre which is typically a townhome product.

Commissioner Fisher – Just for clarification, everything you are talking about is the general plan?

Dan Boles – Yes. So, because the commercial is taking up some of the medium density residential, they are asking to expand that and they are actually getting less medium density than before. The next ask has to do with the park. Everything else around it is Low Density Residential. Low Density Residential is 1 unit to 4 units per acre. I want to include briefly that this is not a zoning request they are not proposing



any specific plan. No road details or specifically where anything will go. Only generally where the densities and the commercial will go.

Commissioner Fisher – The only issue tonight is does it make sense to have this amount of commercial in this area, does it make sense to have this amount of medium density residential, do these things make sense in this area.

Dan Boles – Regardless of what is approved tonight anything that would want to be done would need to come back through as a zoning amendment.

Bill Cox – I appreciate the neighbors being here, we are proposing some change and I understand that change brings pain. This property has been in my family since 1911. I saw all of the growth happen in this area. We are rooted in this area, and we love the community. We have spent 10 years on concepts to bring forward. The current general plan was adopted by the city in 2006. A lot has changed since then. We have seen the good and the bad with change. We want to present the three things that we are after tonight. The interest in moving the park is to locate it centrally in the neighborhood and to connect it to the trail system in 3000 East. The second point we will make is the commercial. The current 5.66 acres can service a gas station, a strip mall, and a car wash. If we want an anchor store, we need more commercial. We want to provide that for Little Valley residents. We wanted to match the zoning of the surrounding neighborhoods. We feel like we should match the surrounding neighborhoods. With that we think it makes sense for some sort of MDR to buffer the single family from the commercial. We do want to note that the max number of dwelling units with the current plan is 507. With the change tonight the max number of dwelling units will be 470. We will bring in a plan later to ask for what we want.

Chair Anderson opened the public hearing.

Ashley Wiggins – I got a text saying that a Stake center was proposed in this area. I am currently a member of a group text that has over 107 members of our community and a Facebook page that has 90 members that are concerned about this project. In this proposed plan the developer proposes 8 acres of commercial and only loses 13 to 36 residences in the process. However, the proposed amount does not consider his desire to have a medium density buffer around this west edge. Because the general map lines are considered soft, I believe the developer will come back during zoning to add medium density right here where currently there is low density. If he does this, he will make absolutely no concessions. He won't lose anything on his end. A proposed change to the map should benefit both the citizens and the developer. I do not see how this proposed plan does that. We propose that the city denies the developer any changes to the current map and we ask the developer go back to the drawing table. I think there is a peaceful resolution that would appease both parties. One of the biggest issues on our neighborhood groups has been brought up to us is how many medium density units are on both the current and proposed maps. It does not fit within the surrounding area. We do not want to see rows of condos or townhomes back-to-back. Removing an acre of the park is not a benefit to the neighborhood. Removing nearly an acre of the park is not fair to the neighborhoods it would benefit. We would really like to see a single row of townhomes; not rows of them around the commercial. We think that would benefit the developer and the neighbors. On the notice the map was unclear so in the future if we could send out what was actually proposed that would be really great.

Commissioner Fisher – So I can understand you think it should be limited Medium Density so that it doesn't affect the single-family homes around it?

Ashley Wiggins – No, we want it to match what we have and leave the low-density matching.

Andrew Clint – I live in the southeast. I am in the Facebook group; I wouldn't say it represents everyone the same. I like the movement of the park. I don't like it being reduced. I like the commercial increase. A gas station would be needed. Even if you took the medium and evened it out on both sides.

Elizabeth Hartline – I like the park, the commercial I don't like that. River Road is right there. My problem is you don't know what it will be. Just down the road 10 minutes past Lin's is a carwash and gas station.

Gary Henderson – On that table with all the data, it showed the whole project size and data. It didn't sound like the whole project size was changing but it shows that it changed. I do appreciate the increase in commercial. A grocery store would be great. I also share the concern about minimizing the amount of medium density and maximizing the low density that is there.

Steve Kirkhab – I appreciate the park also, but I don't know why it needs to be reduced. I am opposed to doubling the size of the commercial. The main concern for me with the increased commercial is light pollution, noise pollution and traffic.

Richard Holdaway – I just learned about this recently. It would be nice if the applicant would come to our national HOA meeting and show what he is proposing. The letter doesn't give any information of what needs will be met; it doesn't give any factual information. The findings are totally in conclusory. There is no traffic study. We have two schools on 2450 with lots of traffic. I propose that the applicant come back with both the general plan and the zone change.

Dr. Julie Buchanan – My house is directly on this street; it does directly affect my house. I didn't know all of the things that were going to be here when I built my home. I have seen more car accidents in my area in the last 6 months than I have in the last 20 years of living here. I think we need more information before we can make any decision on this. I think we need an infrastructure study.

Amber Page – I live in Serenity Hills; my biggest concern is the medium density housing and the crime that it would bring. I feel it is very safe and I have 5 boys. I think medium density housing is a lot of in and out, it brings in a lot of renting and a lot of drugs. Also, I prefer the park to be bigger. I don't know if I'm for this commercial stuff.

Joan Christensen – I am concerned about the medium density housing as well; I lived outside of Houston and they brought in a lot of different types of housing and within 10 to 15 years my parents had to move. I also have horses so I would like.

Jake Corkin – I back to 2000 South. I have 3 young children; I hope we have as many large parks as possible and as accessible as possible.

Marcy Taylor – I live in Little Valley. We use this to get to River, to get to Mall Drive. Quality Land is excavating hundreds of lots in our area, which will escalate traffic in this area as well. Additionally, we are concerned because there are at least 4 elementary schools in this area. We moved here because our kids can ride their bikes to places to play. We are concerned that this strip of homes will increase crimes and this commercial will increase crime.

Theresa Morten – We love the fact that we don't live in the middle of town and the fact that there are not grocery stores and apartments there. If you go just south of there, there is commercial that only has 3 businesses, if that isn't built out why do we need more here? We don't need loud tanker trucks to bring in gas.

Kristen Sullivan – I have lived in Crimson Cliffs for over 20 years. This development will dramatically change my view. I support this change. The Cox's are fantastic people. I think we spend a lot of time as a community talking about things that are problems, lack of affordable housing and traffic congestion. To me projects like this are addressing that. If we constantly deny things like this saying I don't want this in my backyard, how are we going to make any headway solving that problem? I am a parent of two newly married young adult kids and they are desperately wondering if they are ever going to be able to live here and if we constantly deny projects that are bringing in townhouses and other opportunities I think that is going to be true, they won't have an opportunity to live here. For those reasons, and also I would say, I would support increasing the size of park and the commercial. I spend a lot of time driving up and down 3000 East and River Road going to the grocery stores and the car washes and the drinks and the banks and all those places that take me away from my community. If those are right there, I'm shopping locally. I may be walking to the store, and I'm shopping with these fine people behind me and creating this community that is close to where I am and to solve the problem that we talked about.

Daryl Hensly – I would like to point out that there is additional commercial here and there is a for sale sign here. You said that MDR is not typically condos, could it be?

Ally McQuivey – I also live in Crimson Cliffs. I am also in favor of this as well, I think that the Cox family are giving us an opportunity to let us live, work and play in our community. I think one of the ways you keep crime down, you get to know your neighbors. This is how you do it, you create a community where you stay, work, live. I support it. I also want to say, when they came to do the subdivision approval here at Planning Commission, there are only two of us here me and Angie that live on the same street, we came and we addressed all of our concerns, Bill Cox said "You got it, I will do that winding sidewalk. I see that you are concerned about your kids walking to school." They do work with us, they hear our concerns.

Tyler Feller – I would say that I am in support of it also. As an employer I have struggled with the housing. The employees, most of them are coming out Cedar or farther away.

Bobbie Wetzel – My home does back up to 3000, I moved out here for the openness. If we want to look at facts, there is commercial very close at hand. I don't need it in my back yard. I agree that we would need to put this on hold and have more information on this. I think we need more affordable housing but I doubt very much that townhomes put in this area next to 5 million and 8 million dollar houses will be affordable.

Lisa Vincent – I live in Serenity Hills. Within a 3 mile span we have 2 grocery stores, we also have at least 4 gas stations 3 car washes, 2 soda shops and many food establishments and at least 3 gyms. I like the person that commented we want to be around the people that we live amongst that we want to get to know our neighbors, there is a place designated for that and it doesn't need to be in our back yard. We have 6 young children we moved here because of all the open fields and space for kids to run and play safely. We also really loved being a part of a single family home community, that is what we would like to keep. I appreciate Bill sharing his background, I hadn't heard much about who owned the land or the background of the person who was selling it. I appreciated him saying how important it was to him to

benefit the community that his multigenerational family has been a part of. Me and my family, we are now eight years in, there's 8 of us, and we are a part of this community and we want to keep what we have. We would love to keep single family homes, we don't want rows and rows of townhomes. I'm speaking for many of my neighbors who weren't able to be here tonight. A lot of us have been saying the same thing. We really don't want medium density housing. This will bring us more traffic. I don't see how 400 townhomes will benefit our community. We would love the benefit of a park we just don't want to see medium density housing.

Shoney Christensen – I back 3000, I think after today's meeting I have more questions than answers. I would like more information that could be shared and maybe some studies. I will just say that the traffic is horrendous, and the accidents are terrible that is one of my big concerns with more commercial.

Brandon Adams – I live in Crimson Vista; we moved here from Ivins. I don't, this area is never going to be affordable. I don't think I would call a medium density townhouse affordable in this area. That would be my concern about what we are changing and what is already there. The trail system that they already put in is on the other side of the street, so you want kids to ride across a 4 lane road?

Shawna Stoddard – In an email I received it says they were wanting to add moderate high density residential. Another thing, I wouldn't mind a restaurant there, but anytime there is a 24-hour gas station there is always drugs.

Betty Bell – I live in Bridal Gate, you asked for factual information. I don't feel like the developer didn't come with factual information; he could come with a plan for high density plan. You want facts, I want facts.

William Vivint – It seems odd that the Commission wants facts from people, maybe there wasn't a study done because y'all know such things. They bring in multifamily and the traffic gets way worse. It exacerbates a lot of the issues.

Commissioner B. Anderson – I just want to point out with this plan the MDR is less, it will be 3 acres less with this current plan.

Angie McArthur – I live in Crimson Cliffs, and I was going to point out that this is less and that is what we want. I would love to see this all commercial, isn't that what we want? I'm for this, like you said, it's less traffic.

Gary Lindstrom – We can hear the traffic. If you want to pull out of my neighborhood between 7 and 8 or 3 and 4 you cannot do it. The neighborhood we moved out of went to multifamily and the crime went up. That's why we retired down here.

Joe Shigouri – I would like to invite you all out there in the morning when that school has parents to drop kids off then in the afternoon when they are coming to pick them up. My biggest concern is the commercial. That will be an accident waiting to happen.

Shauna Stoddard – I feel like you don't have to drive too far to see townhouses and apartments.

Chair Anderson closed the public hearing.

Chair Anderson – Is there a typo on the map with the acreage difference?

Bill Cox – Yes, the total acreage is representing the difference between the commercial and the MDR.

Chair Anderson – The acreage of the park is changing, you're asking to decrease it by .86 acres?

Bill Cox – Yes so that has to do with the size that the parks department for the City wants. That is the size the parks department wants it to be.

Chair Anderson – So that was requested by St. George City that it be 4 acres?

Bill Cox – Yes, that's right.

Commissioner Fisher – Dan what would be the requirement for the park, there's no requirement, right? As far as the acreage? It's what the City is requesting?

Dan Boles – Right, I mean it's like you said, it would just come from the parks department.

Chair Anderson – Can you show us the alignment of the trail with the park?

Bill Cox – We've seen the 3000 East improvement from 2000 South up to 1450 South and we've seen that trail is on the east side of 3000 East. Once we get to 2000 South the City is actually moving that trail system on to the west side of 3000 East That is happening because of the existing agreements in place with Crimson Vista along with George Washington Academy. We agree that the roads are an issue in the area. The 3000 East expansion is happening soon. We are working with the City on improving 2450 and doing acceleration lanes, turning lanes etc. with our project. For clarification we are not talking about 470 townhomes. That is a total number of dwelling units, not the townhomes themselves.

Bob Hermanson – It is a combined density with combined density with all those with a max density of 470, everything will be clarified when this is submitted as a PD zone change.

Bill Cox – I wanted to share that our family has been here for a long time, we are rooted in the community. I know there have been comments about what different housing types bring. That hasn't been my experience. We aren't trying to create affordable housing, we are trying to create sustainable housing.

Chair Anderson – I would remind the commissioners and the public that we are looking at just a general land use. I know some of you have asked for a plan. That step doesn't come first. I know that from my perspective we need more affordable housing. In my experience townhomes don't bring more crime and drugs, I think most of our police officers live in townhomes. The commercial to me makes a lot of sense on that corner, it's a busy corner. That's how we get the money for the infrastructure.

Commissioner B. Anderson – I would second what you are saying. There is already commercial there, and what you could do is put a gas station there, but most of you said you don't want a gas station there. Extending gives them more options. I know MDR is always.

Chair Anderson – I would keep the park the same size.

Commissioner Draper – With our work today, it appears to be consistent with the surrounding zoning. The applicant has put in a lot of time on the application and his family is rooted in the community, and I find the request to be reasonable.

Kelly Casey – I appreciate everybody coming and their comments, it's a hard thing, change is a hard thing. I know that it's common for us, when change is taking place neighborhoods across the City, the people closest to the change are the ones with the greatest concerns. Right now if I look at some of the arguments or some of the criticisms, especially when it comes to affordable or attainable housing, from what you are telling me it won't be safe to shop at Lin's or Smith's in the near future because they are all surrounded by multifamily dwellings. So, I personally live in maybe one of the rougher areas of St George, in Middleton and I feel safe there. I know my neighbors and I feel safe there. Also, at George Washington School, I agree, traffic is a disaster there, but part of the problem with that is, it is a school that draws from all of the community so most of the children are brought there by car. Which is why the traffic is more congested. My son lives in Ancestor Estates, which is not far north of you guys. His kids go to Majestic. When I go to Majestic Elementary in the morning and afternoon it is the same type of congestion. There is no way to really avoid that. I feel like that everything that is being asked for is a good thing. I do like the idea of the park moving closer to a road, to a heavier use road. Just a reminder that this is a preliminary process and we have the opportunity in the future to see more and make better decisions.

Commissioner Fisher – Just a reminder, if nothing changes, the developer will be able to do more of what you don't really want except the commercial. Understand that this general plan was done a while ago and the City had already identified a need for commercial that long ago. All four corners were supposed to be commercial. Little by little it was whittled down. I drive that road; we need that commercial. I have a newly married daughter that lives in the townhomes by Lins. I think if you give the City a chance to continue with its plan to commercial in that area it will be a benefit to you. I think the developer is correcting the need of what the City needs for commercial on that corner. The developer is already wanting to buffer it out, most likely a single-family resident is not going to want to live right next to commercial. I am excited to see the different types of products. As far as the park is concerned, I think we just need to trust the parks department in the City.

**MOTION:** Commissioner Fisher made a motion to recommend approval to City council on item 1 on all three points.

**SECOND:** Commissioner B. Anderson

**ROLL CALL VOTE:**

AYES (5)

Chair Anderson

Commissioner Fisher

Commissioner Draper

Commissioner B. Anderson

Commissioner Casey

NAYS (0)

Motion Carries Unanimous Vote

## 2. Minutes

Consider a request to approve the meeting minutes from the February 13, 2024, meeting.

**MOTION:** Commissioner Draper made a motion to approve the minutes.

**SECOND:** Commissioner Casey

**ROLL CALL VOTE:**

AYES (5)

Chair Anderson

Commissioner Fisher

Commissioner Draper

Commissioner B. Anderson

Commissioner Casey

NAYS (0)

Motion Carries Unanimous Vote

**3. City Council Items**

*The February 15, 2024, City Council meeting was a budget retreat meeting, no land use items were heard.*

**4. Adjourn**

Commissioner Fisher moved to Adjourn.

**Exhibit D**  
**PowerPoint Presentation**



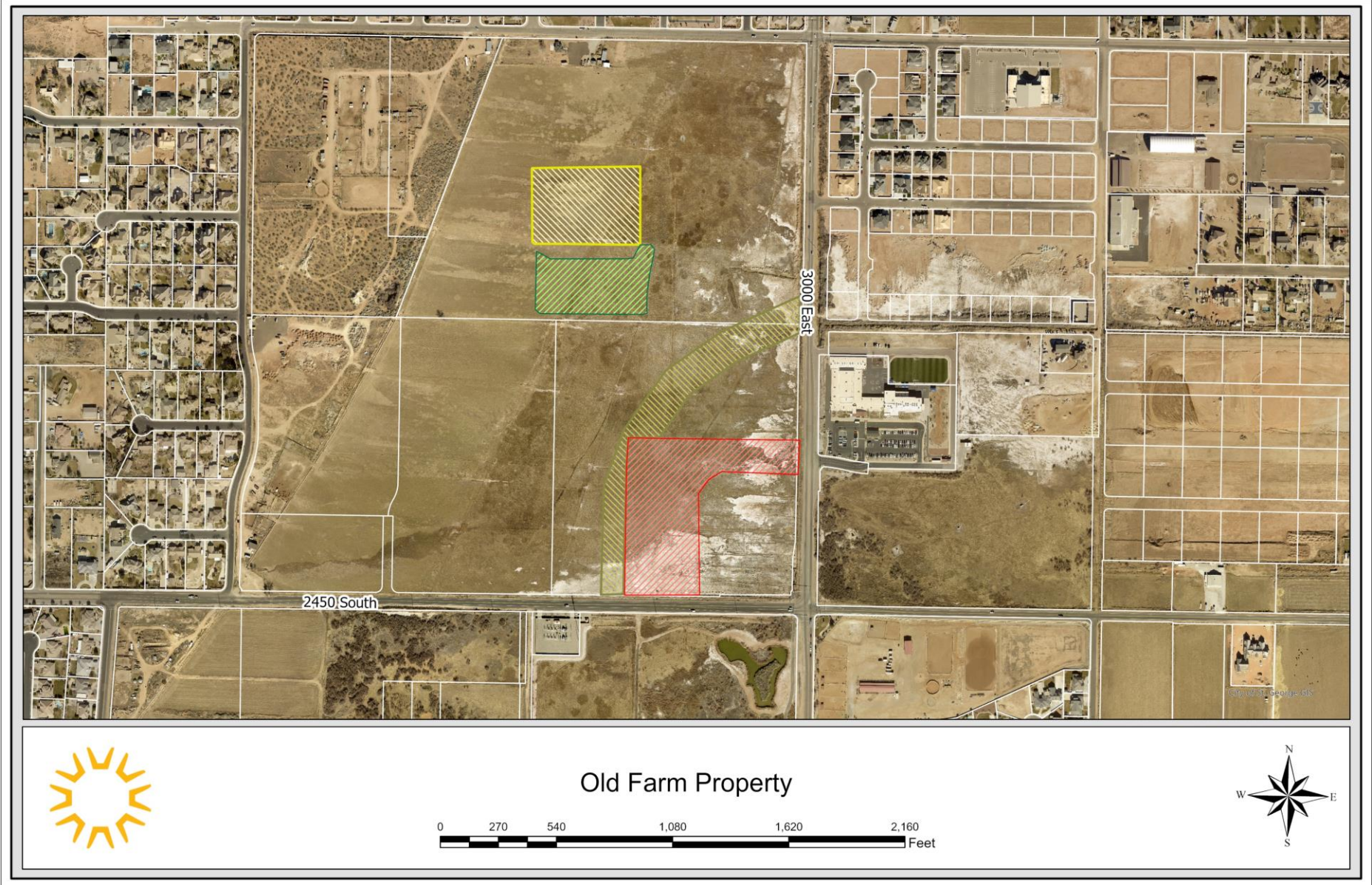
# Old Farm General Plan Amendment

2024-GPA-004



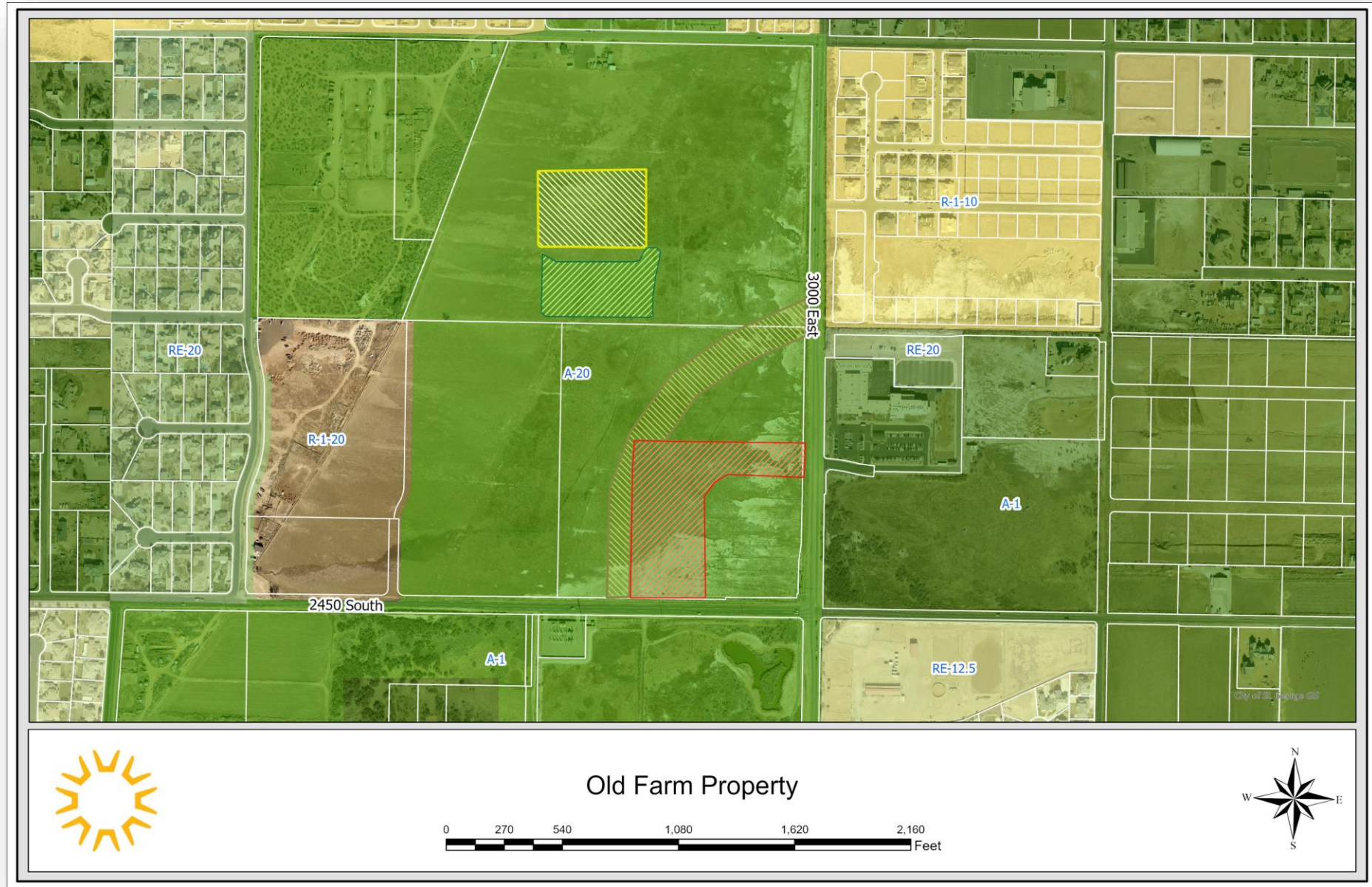


# Aerial Map



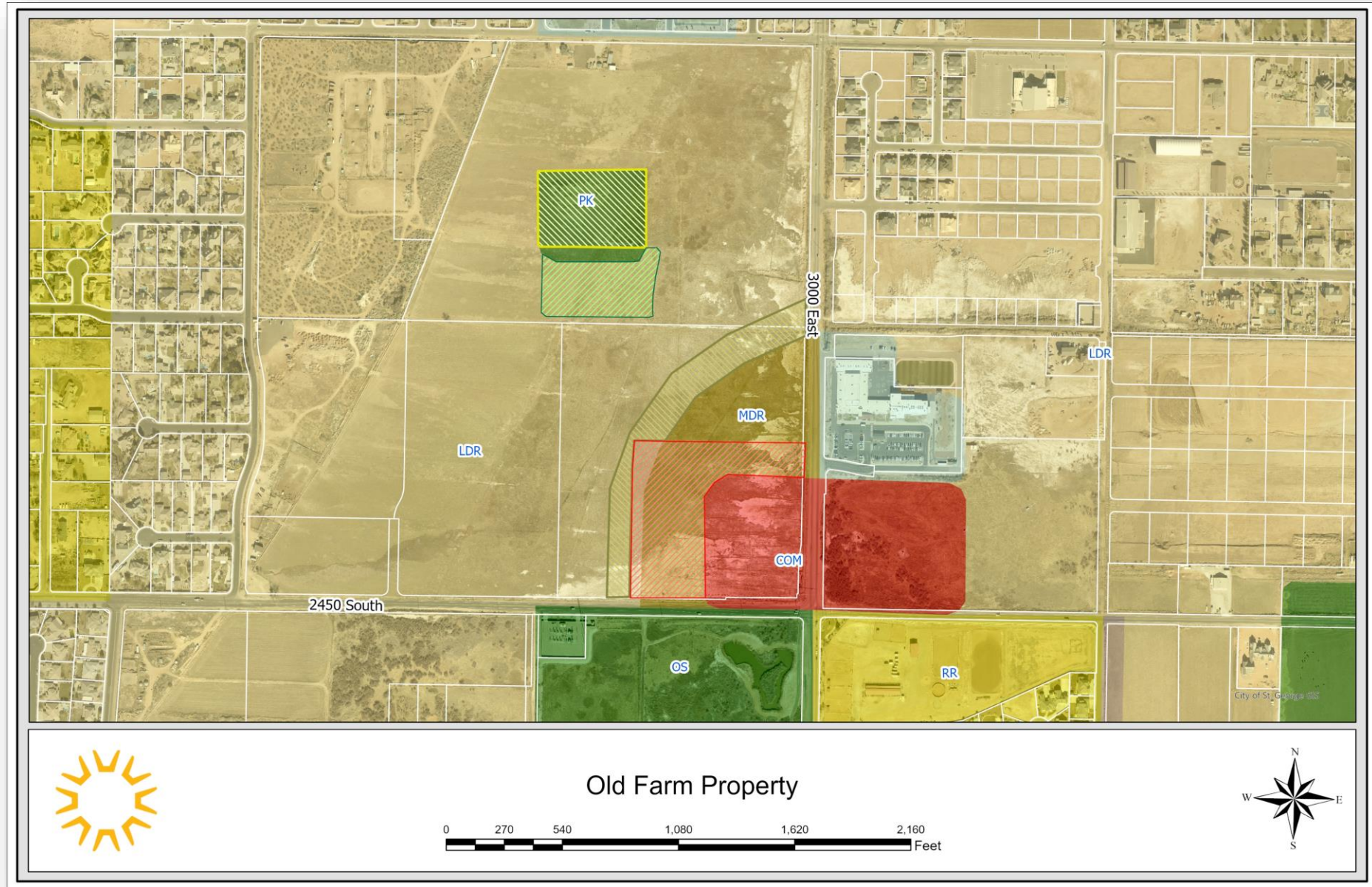


# Zoning Map



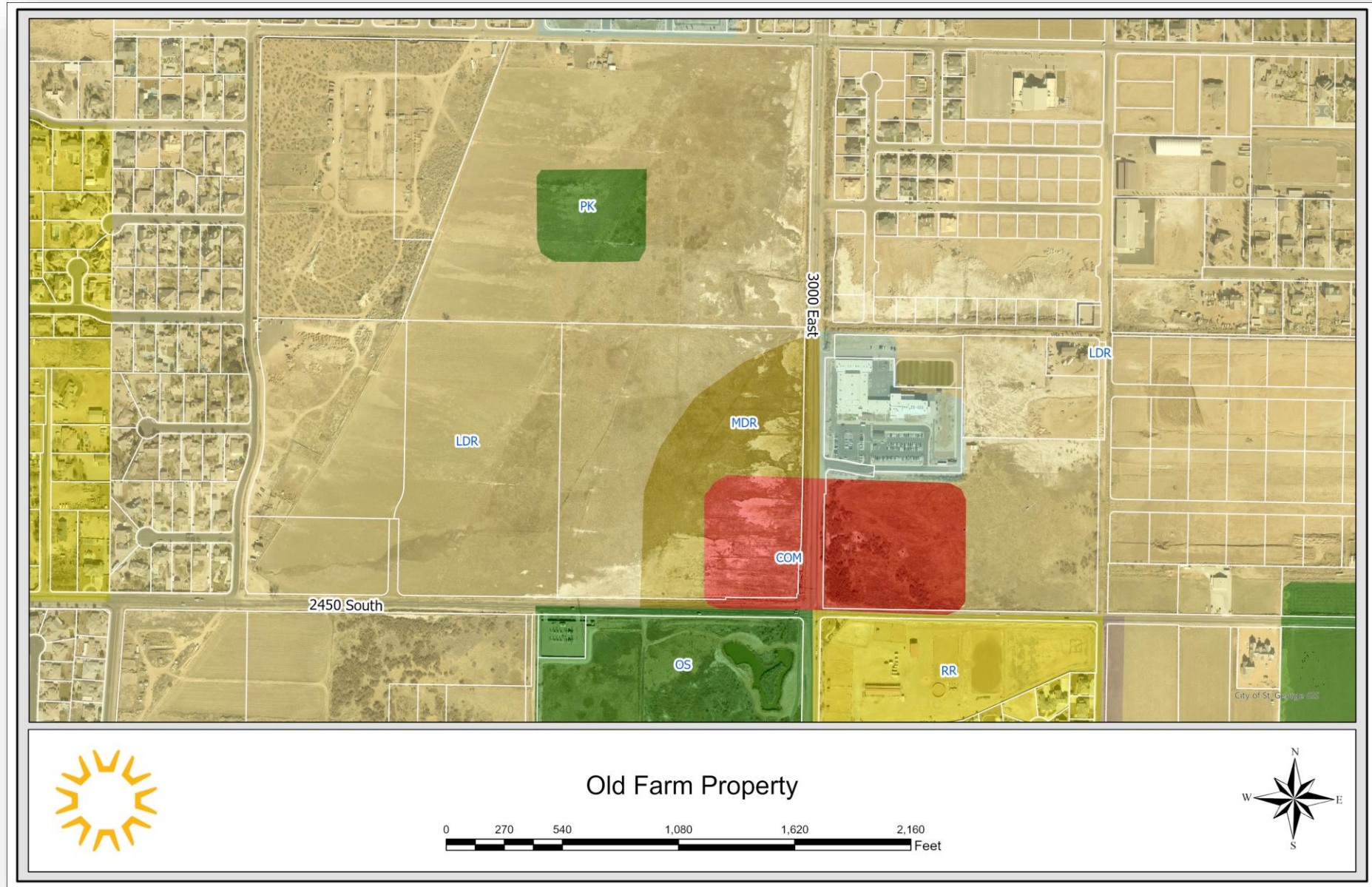


# Land Use Map





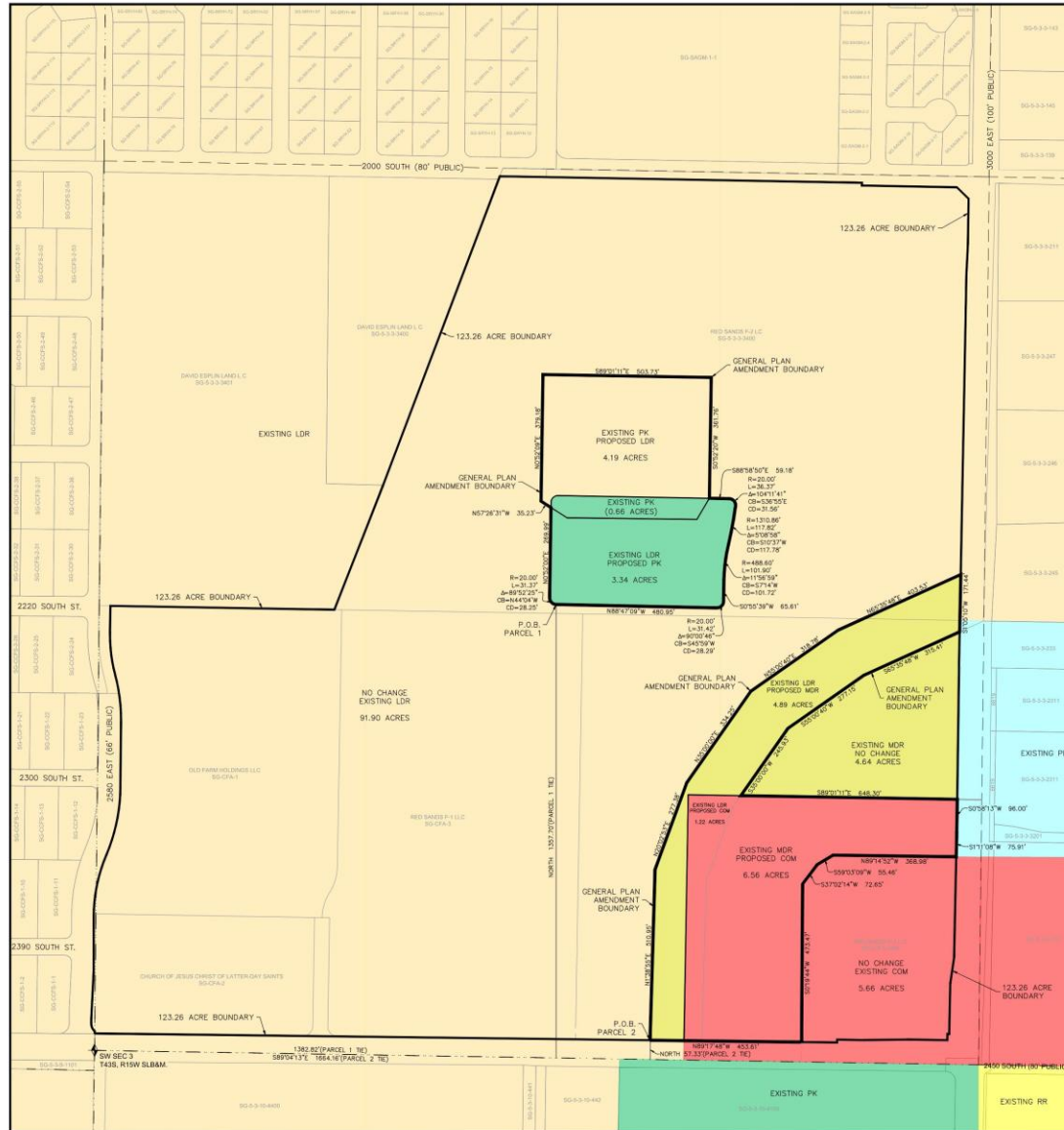
# Land Use Map







# Proposed Amendment



## BOUNDARY DESCRIPTION

PARCEL 1:  
BEGINNING AT A POINT THAT LIES SOUTH 89°04'13" EAST ALONG THE SECTION LINE 1362.82 FEET AND DUE NORTH 137.70 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTHWESTERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 44°41'31" WEST A DISTANCE OF 28.25 FEET), CENTER POINT LIES NORTH 00°59'35" EAST THROUGH A CENTRAL ANGLE OF 89°52'25", A DISTANCE OF 31.37 FEET, THENCE NORTH 00°52'00" EAST 288.99 FEET, THENCE NORTH 57°26'31" WEST 35.23 FEET, THENCE NORTH 00°52'09" EAST 379.16 FEET, THENCE SOUTH 89°01'11" EAST 503.73 FEET, THENCE SOUTH 00°52'20" WEST 361.76 FEET, THENCE SOUTH 88°58'50" EAST 58.18 FEET, THENCE SOUTHEASTERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 38°54'34" EAST A DISTANCE OF 31.56 FEET), CENTER POINT LIES SOUTH 00°59'38" WEST THROUGH A CENTRAL ANGLE OF 104°14'41", A DISTANCE OF 36.37 FEET, THENCE SOUTHERLY ALONG A 1310.86 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 10°37'12" WEST A DISTANCE OF 117.78 FEET), CENTER POINT LIES NORTH 81°57'17" WEST THROUGH A CENTRAL ANGLE OF 08°08'58", A DISTANCE OF 117.82 FEET, THENCE SOUTHERLY ALONG A 488.60 FOOT RADIUS REVERSE CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 07°13'40" WEST A DISTANCE OF 101.12 FEET), CENTER POINT LIES SOUTH 76°47'01" EAST THROUGH A CENTRAL ANGLE OF 11°56'59", A DISTANCE OF 101.90 FEET, THENCE SOUTH 00°55'39" WEST 65.61 FEET, THENCE SOUTHWESTERLY ALONG A 20.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 45°59'12" WEST A DISTANCE OF 28.29 FEET), CENTER POINT LIES NORTH 89°01'11" WEST THROUGH A CENTRAL ANGLE OF 90°00'46", A DISTANCE OF 31.42 FEET, THENCE NORTH 88°47'09" WEST 480.95 FEET TO THE POINT OF BEGINNING.  
CONTAINING 356,784 SQUARE FEET OR 8.19 ACRES.

PARCEL 2:  
BEGINNING AT A POINT THAT LIES SOUTH 89°04'13" EAST ALONG THE SECTION LINE 1664.16 FEET AND DUE NORTH 57.33 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 01°38'55" EAST 510.95 FEET, THENCE NORTH 20°02'53" EAST 277.38 FEET, THENCE NORTH 80°00'00" EAST 334.25 FEET, THENCE NORTH 55°00'40" EAST 318.78 FEET, THENCE NORTH 65°35'48" EAST 403.53 FEET, THENCE SOUTH 01°00'10" WEST 171.44 FEET, THENCE SOUTH 65°35'48" WEST 315.41 FEET, THENCE SOUTH 55°00'40" WEST 277.15 FEET, THENCE SOUTH 30°00'00" WEST 245.83 FEET, THENCE SOUTH 89°01'11" EAST 648.30 FEET, THENCE SOUTH 00°58'13" WEST 96.00 FEET, THENCE SOUTH 01°11'08" WEST 75.91 FEET, THENCE NORTH 89°14'52" WEST 368.98 FEET, THENCE SOUTH 59°02'09" WEST 55.46 FEET, THENCE SOUTH 73°02'14" WEST 72.65 FEET, THENCE SOUTH 00°19'44" WEST 473.47 FEET, THENCE NORTH 89°17'48" WEST 527.62 FEET TO THE POINT OF BEGINNING.  
CONTAINING 551,735 SQUARE FEET OR 12.67 ACRES.



## GRAPHIC SCALE



## LEGEND

- EXISTING LDR PROPOSED PK = 3.34 ACRES
- EXISTING LDR PROPOSED COM = 7.78 ACRES
- EXISTING LDR PROPOSED MDR = 4.89 ACRES
- EXISTING LDR PROPOSED LDR = 4.19 ACRES
- TOTAL CHANGE = 20.20 ACRES
- TOTAL BOUNDARY = 20.86 ACRES

## PROPOSED TOTAL PROJECT = 109.82 ACRES

MDR = 9.53 ACRES - MIN(5) = 48 / MAX(9) = 86  
LDR = 96.09 ACRES - MIN(1) = 96 / MAX(4) = 384  
PK = 4.00 ACRES

MAXIMUM UNITS = 470  
TOTAL PROJECT DENSITY = 4.28 DU./AC.

## EXISTING TOTAL PROJECT = 117.60 ACRES

MDR = 12.76 ACRES - MIN(5) = 64 / MAX(9) = 115  
LDR = 98.12 ACRES - MIN(1) = 98 / MAX(4) = 392  
PK = 4.86 ACRES

COM = 5.66 ACRES

## PROPOSED MDR, LDR, PK & COM GENERAL PLAN AMENDMENT

LOCATED IN  
SOUTHWEST QUARTER OF SECTION 3,  
TOWNSHIP 43 SOUTH, RANGE 15 WEST,  
SALT LAKE BASE AND MERIDIAN

## PROPOSED TOTAL PROJECT = 109.82 ACRES

MDR = 9.53 ACRES - MIN(5) = 48 / MAX(9) = 86

LDR = 96.09 ACRES - MIN(1) = 96 / MAX(4) = 384

PK = 4.00 ACRES

MAXIMUM UNITS = 470  
TOTAL PROJECT DENSITY = 4.28 DU./AC.

COM = 13.44 ACRES

## EXISTING TOTAL PROJECT = 117.60 ACRES

MDR = 12.76 ACRES - MIN(5) = 64 / MAX(9) = 115

LDR = 98.12 ACRES - MIN(1) = 98 / MAX(4) = 392

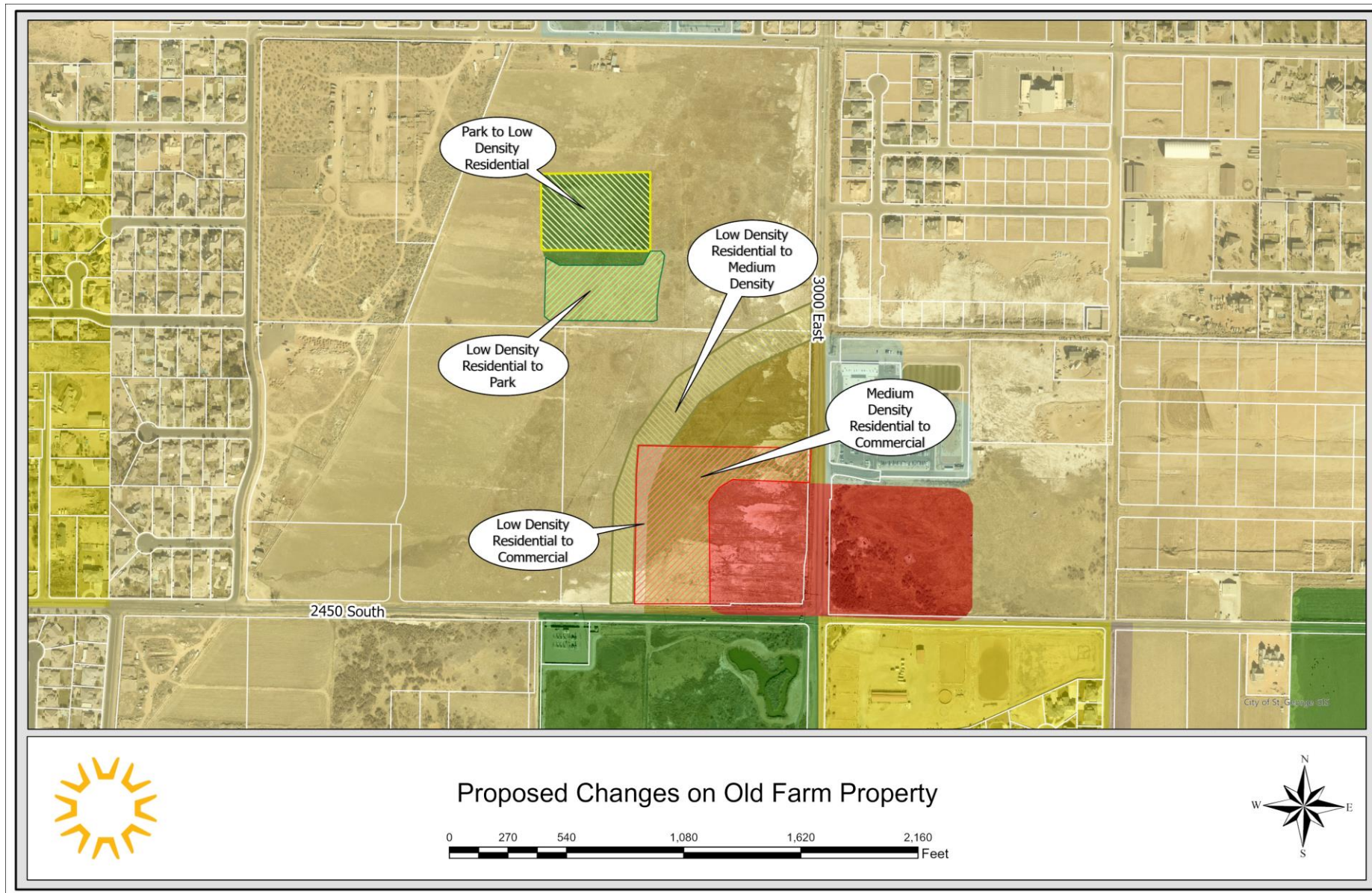
PK = 4.86 ACRES

MAXIMUM UNITS = 507  
TOTAL PROJECT DENSITY = 4.31 DU./AC.

COM = 5.66 ACRES

PROPOSED MDR, LDR, PK & COM  
GENERAL PLAN AMENDMENT  
LOCATED IN ST. GEORGE UT, 84790

# Proposed Amendment





ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM MDR (MEDIUM DENSITY RESIDENTIAL) TO COMMERCIAL ON APPROXIMATELY 6.56 ACRES, LDR (LOW DENSITY RESIDENTIAL) TO COMMERCIAL ON APPROXIMATELY 1.22 ACRES, FROM LDR (LOW DENSITY RESIDENTIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) ON APPROXIMATELY 4.89 ACRES, FROM PK (PARK) TO LDR (LOW DENSITY RESIDENTIAL) ON APPROXIMATELY 4.19 ACRES, AND FROM LDR (LOW DENSITY RESIDENTIAL) TO PK (PARK) ON APPROXIMATELY 3.34 ACRES, GENERALLY LOCATED ON THE NORTHWEST CORNER OF 2450 SOUTH AND 3000 EAST.

(Old Farm)

**WHEREAS**, the applicant has requested an amendment to the General Plan Future Land Use Map from MDR (Medium Density Residential) to Commercial on approximately 6.56 acres, LDR (Low Density Residential) to Commercial on approximately 1.22 acres, from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 4.89 acres, from PK (Park) to LDR (Low Density Residential) on approximately 4.19 acres, and from LDR (Low Density Residential) to PK (Park) on approximately 3.34 acres generally located on the on the northwest corner of 2450 South & 3000 East; and

**WHEREAS**, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on March 21, 2024; and

**WHEREAS**, the Planning Commission held a public hearing on this request on February 27, 2024, and recommended approval with a 5-0 vote; and

**WHEREAS**, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the goals and objectives in Chapter 4, and the policies in Chapter 6 of the General Plan and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

**Section 2. Enactment.** The City General Plan Future Land Use Map is hereby amended by changing the land use designation from MDR (Medium Density Residential) to Commercial on approximately 6.56 acres, LDR (Low Density Residential) to Commercial on approximately 1.22 acres, from LDR (Low Density Residential) to MDR (Medium Density Residential) on approximately 4.89 acres, from PK (Park) to LDR (Low Density Residential) on approximately 4.19 acres, and from LDR (Low Density Residential) to PK (Park) on approximately 3.34 acres generally located on the northwest corner of 2450 South & 3000 East and more specifically described on Exhibit "A" attached hereto and incorporated herein.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 21<sup>st</sup> day of March 2024.

ST. GEORGE CITY:

ATTEST:

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

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

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

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

\_\_\_\_\_  
Jami Brackin, Deputy City Attorney

## Location of General Plan Amendment for Old Farm Property

