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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, July 20, 2023 commencing at 3:00 p.m.

The agenda for the meeting is as follows:

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

2. **Discussion regarding proposed changes to the Special Events ordinance.**

3. **Adjourn and reconvene in a Regular Meeting of the City Council.**

**** THE COUNCIL WILL MOVE TO THE CITY COUNCIL CHAMBERS FOR THE CITY COUNCIL REGULAR MEETING****

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, July 20, 2023, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

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

2. **Public hearing and consideration of Ordinance No. 2023-002 annexing property into the City of St. George, and adjusting the corporate boundary lines, to include 163.1055 acres.**

BACKGROUND and RECOMMENDATION: At their meeting held on April 13, 2023, the City Council approve a resolution to accept the Petition for Annexation for approximately 163.1055 acres located west of Dixie Drive on the former Burt Burgess property. Following the approval of the resolution, the City must certify the Petition and mail written notices. Following the certification, the City Recorder posts a public notice giving residents notice that an annexation petition has been filed and that the City may grant the petition and annex the area unless a written protest to the annexation is filed with the Washington County Boundary Commission; the City has not received notice of any protests. The property is located at approximately 1600 South Dixie Drive. Specific County Tax ID Numbers: 7497-A, 7497-C, 7498-C-1, 7498-C-1-A, 7498-D, 7498-E, 7498-F. Staff recommends holding the public hearing and approval of the ordinance.

3. **Consider approval of a Cooperative Agreement with UDOT for the installation of a Traffic Signal at Sunset Blvd and 1300 West.**

BACKGROUND and RECOMMENDATION: UDOT completed a detailed safety audit on Sunset Blvd due to recent pedestrian fatalities in the area. To improve safety, the roadway has been restriped, signage has been improved, and UDOT proposed an overhead pedestrian beacon at 1300 West. The city and UDOT determined that it would be better to upgrade the beacon to a traffic signal, due to the high volume of traffic, and the unfamiliarity of motorists in the area with that type of device. Staff recommends approval of the agreement.

4. **Consider approval of Resolution No. 2023-006R providing for a special bond election to be held on November 21, 2023, for the purpose of submitting to the qualified electors of the City of St. George, Utah a proposition regarding the issuance of not to exceed $29,000,000 General Obligation Bonds; and related matters.**

BACKGROUND and RECOMMENDATION: State law requires approval of a resolution at least 75 days in advance of the election to place a General Obligation Bond on the ballot for consideration by the voters. Tonight's item is to consider approval of a resolution that would place a General Obligation Bond in an amount not to exceed $29,000,000 on the November 21, 2023 ballot for voter consideration, establish October 19, 2023 as the date for the public hearing, approve the ballot form, and direct the posting of the notice for the election. The proposed bond issuance would be for the purpose of financing all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities. The proposed term of the bond would not exceed 25 years from the date of issuance. Staff recommends approval.

5. **Consider approval of the RAP Tax Grants distribution list based on the recommendations of the St. George Arts Commission.**

BACKGROUND and RECOMMENDATION: Each year since the approval of RAP Tax, the St. George Arts Commission receives, and reviews grant applications from local

cultural non-profits. The St. George Arts Commission met on Thursday, May 25th, 2023 to discuss applications for RAP Tax Grants in the 2023-2024 fiscal year. The Commission received and reviewed 27 applications for funds this year, totaling $444,048 in requests and has recommended allocations totaling $250,000.

6. **Consider approval of Resolution No. 2023-007R entering into an Interlocal Agreement with the County for the 2023 Byrne Justice Assistance Grant (JAG) Program Award.**

BACKGROUND and RECOMMENDATION: The St. George Police Department is applying to receive the 2023 Department of Justice, Edward Byrne Memorial Justice Assistance Grant, (JAG) award. The $30,781 award will be used to purchase defensive tactics training mats to provide added protection for officers during dynamic training scenarios, SWAT level ballistic vests and accessories will be purchased for the department's SWAT team for the additional personnel that are being added to the team for response to critical incidents, and rifle plates and carriers are to be purchased for the School Resource Officers to have available to them in their respective school offices. This is needed so the SRO has immediate access to rifle rated ballistic protection when responding to active threats within their schools. The interlocal agreement is part of our application process and has been signed by Washington County and St. George City each year we have applied for the grant. Staff recommends approval of the resolution.

7. **Consider approval of Resolution No. 2023-008R authorizing the Mayor to sign the Interlocal Cooperation Agreement for Facility Rentals between City of St. George and Washington County School District.**

BACKGROUND and RECOMMENDATION: The City and the School District have allowed each other to rent its facilities over the years free of charge. This Interlocal Agreement formalizes this practice by reducing it to writing. Staff recommends approval of the resolution authorizing the Mayor to sign the Interlocal Agreement as presented.

8. **Consider approval of Ordinance No. 2023-003 amending Title 10-8D-1 of the St. George City Code to add Food Truck Park as a permitted with standards use, to amend Title 10-17A to add Food Truck Park along with its specific standards, and to amend Title 10-19-5 to add off-street parking requirements for Food Truck Parks for a project to be called Food Truck Park. Case No. 2023-ZRA-002**

BACKGROUND and RECOMMENDATION: Food Trucks are permitted within the City of St. George as a portable or mobile unit. They are allowed on private property with an existing business on the lot, and the owner must provide a route of their intended points of sale. The gathering of food trucks on a vacant lot, or food truck parks, are not permitted within the City at this time. At the May 9, 2023, Planning Commission meeting, a public hearing was held for this item, but before a motion was made this item was continued. The Planning Commissioners wanted staff to meet with our Pretreatment Department to discuss the requirement of commissary kitchens and grease interceptors. For the June 27, 2023, Planning Commission meeting, staff did alter the requirements to remove the requirement for commissary kitchens, but to keep the requirement for grease interceptors at Food Truck Parks. There again was much discussion at the meeting. At this meeting, the discussion concerning grease interceptors and overnight parking continued. The applicant brought up his concerns

about the requirement of all Food Truck Parks to require grease interceptors because it seemed cost-prohibited for small Food Truck Parks with three trucks or less. The Planning Commissioners discussed this topic at length, but in the end recommended approval of the ordinance as presented by staff. Please refer to Exhibit B for the minutes of the May 9th and June 27th Planning Commission meetings.

9. **Consider approval of Ordinance No. 2023-001 amending an approved PD-C (Planned Development Commercial) on approximately 0.27 acres, located at 184 North 200 West Street for the purpose of adding a 12-room boutique hotel for a project to be known as STG Inn, with conditions from the Planning Commission. Case No. 2023-PDA-008**

BACKGROUND and RECOMMENDATION: On January 5, 2023, this property was rezoned to the PD-C (Planned Development Commercial) designation with an associated use-list. This is a request for an amendment to this approved PD-C. On June 13, 2023, the Planning Commission held a public hearing on this item. There were public comments made. After the public hearing closed, the four Planning Commissioners present discussed this item at length. To forward a positive recommendation, four positive votes were needed; however, the Planning Commission received three positive votes. Therefore, the motion to recommend approval failed with a 3-1 vote in favor of the requested amendment with conditions. This item was continued at the July 6, 2023 City Council meeting. The item is now being presented with additional options.

10. **Consider approval of Ordinance No. 2023-004 amending the city zoning map by amending the zone from C-2 (Highway Commercial) and OS (Open Space) to PD-R (Planned Development Residential) and adopting a development agreement on approximately 19.72 acres, located west of the 900 South and 250 West intersection for the purpose of allowing a 224-unit multi-family development to be known as Soleil Ridge Apartments, with conditions from Planning Commission. Case Nos. 2023-ZC-006 and 2023-DA-003**

BACKGROUND and RECOMMENDATION: This application has a long history. Between May 2020 and May 2021, four separate General Plan amendment applications came before the Planning Commission and City Council to change the land use designation on the property to HDR. The applicant then made an application for a hillside permit and a zone change. At the end of 2021, the application went to the Planning Commission where questions about the rockfall area and city property needed to be resolved before proceeding forward. The applicant has now resolved the mitigation issues and proposes a development agreement solidifies that proposal. The Planning Commission held a public hearing on June 27, 2023 and recommends approval of the application with conditions.

11. **Consider approval of a Hillside Development Permit to allow a 224-unit, multi-family project on approximately 19.72 acres, located west of the 900 South and 250 West intersection, to be known as the Soleil Ridge Apartments, with conditions from Planning Commission. Case No. 2021-HS-007**

BACKGROUND and RECOMMENDATION: The Hillside Review Board held a public meeting on August 18, 2021 and the Planning Commission held a public meeting on June 27, 2023 and recommended approval of the application with a 6-0 vote, with

conditions.

12. **Consider approval of a conditional use permit to build a new City Hall building and parking structure located on the northeast corner of Main Street and 100 South Street for a project to be called City Hall. Case No. 2023-CUP-002**

BACKGROUND and RECOMMENDATION: This conditional use request is for a new building and parking garage that exceeds 20,000 square feet on the main level. The proposed location for the City Hall building will be where the former Wells Fargo drive-thru teller is located on city-owned property recently purchased from Wells Fargo Bank. The Planning Commission held a public meeting on this item on July 11, 2023 and recommended approval of this conditional use permit.

13. **Consider approval of a preliminary plat for Cove Valley, an 11-lot residential subdivision on 2.61 acres located at approximately 2500 East and 5550 South, on the extension of Malitsoh Way, north of White Dome Drive. Case No. 2023-PP-022**

BACKGROUND and RECOMMENDATION: This parcel of land is in the Southern Hills East Area Zone Plan. This preliminary plat proposes to subdivide this 2.61-acre piece of land into eleven single family home lots. There will be three phases. Phase one will contain one lot, phase two will contain five lots, and phase three will contain five lots. This location is zoned R-1-7 (Single Family Residential, 7,000 sf minimum lot size), and all lots are proposed to be over 7,000 square feet with the density of 4.2 dwelling units per acre. This item was presented to the Planning Commission in a public meeting held June 27, 2023.

14. **Consider approval of a preliminary plat for Estates at Old Farm, a 21-lot residential subdivision on 14.50 acres located north of 2450 South Street and east of 2580 East Street. Case No. 2023-PP-023**

BACKGROUND and RECOMMENDATION: On March 17, 2023, the City Council approved a zone change that included these 14.50 acres, changing the zone from A-20 (Agricultural, 20-acre minimum lot size) to R-1-20 (Residential, 20,000 sf minimum lot size). After this approval, on April 6, 2023, the 4-lot 76.04-acre Old Farm Preliminary Plat was approved. The applicant is requesting to further subdivide Lot 1 of that approved preliminary plat. This item was presented to the Planning Commission in a public meeting held June 27, 2023. .

15. **Consider approval of a preliminary plat for Sunshine Way Subdivision, a 3-lot residential subdivision on 0.61 acres located on the northwest corner of 200 South Street and 200 West Street. Case No. 2023-PP-024**

BACKGROUND and RECOMMENDATION: This parcel of land is located at the northeast corner of 200 West Street and 200 South Street. The lot currently has one home on it. This item was presented to the Planning Commission at a public meeting on July 11, 2023.

16. **Consider approval of a preliminary plat for The Estates at Copper Ridge, a 42-lot single family residential subdivision on 70.83 acres located on Hillrise Drive, south of Summit Ridge Drive. Case No 2023-PP-013**

BACKGROUND and RECOMMENDATION: In 2021, the site was granted approval of a PD amendment, hillside permit and preliminary plat. Because a final plat was never recorded, the preliminary plat lapsed and is no longer valid. This application would reinstate that preliminary plat. The Planning Commission held a public meeting on June 27, 2023 and recommends approval of the application with a 6-0 vote.

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

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

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

Genna Goodwin, Deputy City Recorder

07/14/2023
Date

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

CHAPTER 10
SPECIAL EVENTS

3-10-1 Purpose
3-10-2 Definitions
3-10-3 Permit Required
3-10-4 Application Requirements and Procedures
3-10-5 Insurance Requirement
3-10-6 Fees
3-10-7 Fee Waivers and Sponsorships
3-10-8 Application Review, Approval, and Issuance
3-10-9 City Parks, Sites, and Facilities Used For Special Events
3-10-10 Grounds for Denial
3-10-11 Appeal Procedures
3-10-12 Violation

3-10-1 PURPOSE:

The purpose of this chapter is to provide for and encourage temporary events to occur in the city in order to create a sense of community and enhance the quality of life for city residents. It is also the city's intent to promote, protect and assure the safety and convenience of residents and visitors by mitigating potential issues which may occur as a result of the special event. This chapter is adopted to ensure that the special events do not create disturbances, become a nuisance, threaten life, health, and property, disrupt traffic, or threaten or damage private or public property. It is not the intent of this chapter to regulate in any manner the content of speech or infringe upon the right to assemble, except for time, place and manner regulations.

3-10-2 DEFINITIONS:

For the purposes of this chapter, the following words and phrases shall be defined as set forth in this section:

APPLICANT: The individual event organizer and the organization responsible for the event and the payment of fees.

ATHLETIC EVENT: An organized competitive or recreational event in which a group of people collectively engage in a sport or form of physical exercise, including, but not limited to, running, jogging, walking, bicycling, or skating, racing, or fighting held on any public or private property, including events occurring at a venue specifically designed for the purpose of that sport or activity such as baseball/softball, soccer, tennis, pickleball, rodeo, etc.

CELEBRATION EVENT: An event celebrating a wedding, birthday, anniversary, graduation, funeral, or other milestone that qualifies as a special event as defined.

CITY EVENT: An event of any variety that is planned, organized, and operated by the City, whether directly or by contract with a third-party operator.

CITY PARTNER EVENT: An event that is planned, organized, and operated by a state or local governmental entity other than the City, including schools, special districts, governmental non-profit organizations, and interlocal entities or entities with whom the City has an

interlocal agreement. City Partner includes Washington County's Greater Zion Convention & Tourism Office.

CITY SPONSORED EVENT: A special event for which the City Council has agreed to provide financial, in-kind, or other support or remuneration in exchange for the City's name and logo to be added as a sponsor of the event in all print, video, or internet publications, advertising, or signs. The use of the City's name or logo without sponsorship is prohibited.

COMPLETED APPLICATION: An application will be considered complete when all information and documents necessary for review and approval have been provided to the City, including all application fees paid, site lay-outs, security plans, venue, and vendor information, etc. An insurance certificate and a facility use agreement are not required prior to review by SERC but shall be required prior to any permit being issued.

DIRECTOR: The Community Development Director

ENCROACHMENT PERMIT: the required permit under City Code § 7-1-3 which enables the use, encroachment into, or closure of a public road or right-of-way.

FEE WAIVERS: A decision by the City Council to waive some or all application fees or facility use fees requested by applicants for a special event. The grant of a fee waiver alone does not act as a sponsorship for the event.

GATHERING EVENTS: An event consisting of the gathering of people at a location for the purpose of amusement, display or demonstration of goods, whether or not for sale, or similar activities such as, but not limited to, fairs, carnivals, parades, block parties, or outdoor sales events.

MARKET EVENT: An event designed and organized to create primarily a sales marketplace for the vendors, but which may have other food or entertainment included as well.

OUTDOOR SALES EVENT: An organized event in which a group of people or an organization engages in the sale of product including, but not limited to, displays and exhibitions, farmers' markets, craft fairs, outdoor sales, tent sales and other similar activities.

PERFORMANCE EVENTS: A one-time event consisting of a gathering of people at a location for the purpose of live performance entertainment through the participation in or observation of a performance such as but not limited to live talent shows, dancing, recitals, theatrical, dramatic, or musical concerts or events.

PERMITTEE: The "applicant" as defined herein, becomes a "permittee" upon approval and issuance of a special event permit. As the permit holder, a permittee becomes the sole proprietor and responsible party for the event, including all fees, insurance provisions, and violations.

PERSON: Any individual, natural human being, partnership, corporation, firm, company, association, society, or group.

RECURRING EVENT: An event that has occurred at least one time annually and uninterrupted for five (5) consecutive years and which has previously complied with the permit requirements of this Chapter.

ROAD CLOSURE: The temporary non-construction related blockage of any public road or right-of-way or city owned parking facility which prohibits the free flow of traffic or vehicle access for a limited amount of time.

SPECIAL EVENT: An event which impacts the city by involving the use of or having an impact on public property or facilities, including rights-of-way, or which require city licensing, land use approval, or services beyond the scope of normal business and/or special liquor regulations, or creates public impact through bringing a group of people together in one or more locations for a limited period of time for a particular activity, including:

A. Any athletic event, entertainment event, parade, carnival, circus, dance, musical event, rodeo event, fighting event, racing event, live shows, fairs, concerts, block parties, filming event, or outdoor sales event, whether held for profit, nonprofit or charitable purposes held on private or public property within the city.

B. Any gathering event at any public park, public square, or other city property which and which uses more services, amusement devices such as stages, inflatable devices ,temporary structures, tables, lighting, or equipment, whether provided by the city or a third party, than normally provided to groups which reserve park facilities or other city-owned facilities.

C. Use or creation of amplified sound.

D. Events on private property which are not consistent with the allowed uses of the property's zoning designation.

E. Any event which requires an event permit or license from the Utah Department of Alcohol and Beverage Control as set forth in Utah Code Title 32B, Chapter 9.

The following are not considered special events but may require other permitting as set forth in Chapter 11 of this Title:

F. An event held on private property or within a structure that is a business location with a current annual business license as an event business;

G. An event held in any building with an assembly group classification under the International Building Code, as adopted by the state, so long as the event does not exceed the posted occupancy load as approved by the City; and

H. A City Event or City Partner Event. (see § 3-11-3)

I. Specific Venue Events (see § 3-11-4).

SPECIFIC VENUE EVENTS: An event occurring within a venue, location, or facility specifically intended or constructed for that type of activity, including but not limited to the Sunbowl for rodeo or equestrian events, the Fields at Little Valley for soccer, or pickleball, the Canyon Complex for softball, or the tennis courts at Tonaquint Park.

SPONSOR: A person, group, or business which has contracted to provide financial or logistical support to any special event. The sponsor agreement may provide for advertising rights, product promotion, logo promotion, exclusivity of rights, products, or logos.

SUBSTANTIAL CHANGES: Any change to a previously held special event or new permit application which

adds:

1. Additional security;
2. Amplified sound;
3. Sale of alcohol;
4. More than three hundred additional participants;
5. Additional road closures or other encroachments;
6. Inclusion of artificial lighting or other aspects that present the potential for nuisance or impact to neighboring property owners; or
7. Change of venue requested by the applicant.

TEMPORARY EVENT: Any event which occurs on a temporary basis of less than one (1) year at a location where the applicant does not have an annual business license for the specific activities being held.

VENDOR(S): A person engaging in business at a permitted special event, City Event, or City Sponsored Event.

VENUE: The location or locations at which a special event is held, which may include the ingress and egress route, protest zones, or other affiliated areas as approved in the special event permit.

3-10-3 PERMIT REQUIRED:

A. *Permit Required*. It is unlawful for any person, corporation, partnership, association, or other entity, public or private, to hold a special event without first obtaining a Special Event Permit.

B. *Events Not Requiring a Special Event Permit*. The following events, or events held at the following are not special events under this Chapter, but may require other permitting:

1. A building or private property that has a business located on or within and a current annual Business License as an event business;
2. A building with an assembly group classification under the international building code adopted by the state, so long as the event does not exceed the posted occupancy load as approved by the City and has a current annual Business License, if required;
3. A grand opening or open house event, not to exceed 30 days, held on-site in association and conjunction with the conclusion of construction.
4. City events or City partner events.
5. Specific venue events.

C. *Associated Permits*. Certain types of special events will necessitate the need for associated permits and/or agreements such as, but not limited to, an Encroachment Permit to allow for the closure of a public street, in order to make the event viable, or Use Agreements for the use of the facility. Such associated permits shall be secured prior to or as part of the approval of a Special Event Permit for the same event. Unless addressed in Chapter 11 of this Title, events that do not require a Special Event Permit under this Chapter, but require an Encroachment Permit or other associated permit, shall also require a full Special Event Permit.

3-10-4 APPLICATION REQUIREMENTS AND PROCEDURES:

A. *Application Submission*:

1. Except as provided in Subsection B of this Section, a completed electronic application on the City form, including the payment of application fees and the submission of corrected or additional information as required, shall be submitted to the City at least forty-five (45) calendar days before the event is scheduled to take place, in order to allow sufficient time to process the application, to review the preparation and setup of the event, for any inspection to occur, and to allow timely appeal in the event the application is denied.

2. If an application is determined to be incomplete or if substantial changes are made to an existing application or event, the 45-day deadline shall not begin until the application is resubmitted and determined to be a complete application. APPLICANTS ARE STRONGLY ENCOURAGED TO SUBMIT A COMPLETE APPLICATION FOR A SPECIAL EVENT PERMIT WELL IN ADVANCE OF THE 45-DAY APPLICATION DEADLINE.

3. Applications for new events or recurring events with substantial changes that submit the application less than 45 calendar days prior to the scheduled event shall not be accepted.

4. The City shall issue a written decision on all complete Special Event Permit applications no less than 10 business days prior to the event.

B. *Exemption For Recurring Events With No Substantial Changes:* A list of qualifying reoccurring events will be provided for city council review and authorization annually by July 1st of each year. Inasmuch as recurring events are known to the city in terms of site usage, security protocols, set up and clean-up and other city impacts, after city council authorization, any application for recurring events with no substantial changes may be accepted by the city less than 45 calendar days prior to the event so long as the city has sufficient time to process the application, and conduct all required inspections and reviews.

C. *Special Events Review Committee (SERC)*. Once received, completed applications for a Special Event Permit, shall be forwarded to the SERC for review. The Special Events Review Committee shall be made up of:

1. the Special Events Coordinator;
2. the City Manager;
3. one designated member of the City Council;
4. the City's Risk Management Officer;
5. a representative of the City Attorney's Office;
6. a designated official from the St. George Police Department;
7. a designated official from the St. George Fire Department;
8. the Community Development Director;
9. a designated official from the St. George Parks Department;
10. a designated official responsible for City facilities;
11. a designated official from the St. George Streets Department;
12. a designated official from the St. George Engineering Department;
13. a designated official from the Washington County Health Department; and

Where appropriate, review by a designated official from SunTran and the Dixie Convention Center may be included as part of the SERC.;

D. *Review Process*. Applications for a Special Event Permit shall be submitted electronically to the Special Events Coordinator (SEC) who, within three business days, shall verify that the application is complete and either return the application to the applicant for correction or supplementation if incomplete or forward the complete application to the SERC for review. Upon resubmission of a returned incomplete application, the application shall be reviewed as if an original application submission.

1. The SEC shall act as the facilitator of the application review process and shall be responsible for collecting review responses from the SERC as well as coordinating the process with applicants. While an application is under review by the SERC; the SEC shall:
   a. verify park or facility availability and reservation(s) for event; and
   b. within three business days of the distribution of an application to the SERC, forward any application for a fee waiver or sponsorship request for review by the City Council.

2. The SERC members shall, no more than ten business days from distribution of an application for review, provide a recommendation including the identification of any comments or concerns to the SEC. Upon receipt of the recommendations from SERC members, the SEC shall provide a summary of those recommendations, within three business days, to the SERC approval body consisting of the Special Events Coordinator, City Manager, Community Development Director, City Council member, City Attorney's representative, Parks Department representative, Police Department Representative, and Fire Department representative. Based on the recommendations of SERC members, the approval body may require corrections to the application prior to issuing a decision on the application. In the event that corrections are required, the corrected application need only be reviewed by the approval body which may, at their discretion, consult with other members of the SERC regarding the corrected application.

3. Upon completion of the application review, the SERC approval body shall approve the application, approve with conditions, or deny the application.

4. Following a decision of the SERC approval body, within one business day the SEC shall issue a written notification to the applicant for a Special Event Permit of the approval, approval with conditions, or denial of the application.

5. If at any point substantial changes are made to the event application, the application and information must be resubmitted as a new application and reviewed accordingly.

5. Special Event Permits that are approved or approved with conditions shall enter into a written use agreement for the event. The use agreement, once executed, shall serve as the permit and authorization to hold the event. The applicant shall sign the use agreement and return it to the City for execution. Upon the Mayor's signature on the

agreement, the Special Event Permit shall be considered approved, and the special event may be held. The SEC shall provide a copy of the fully executed use agreement to the applicant within one business day of execution and not less than ten calendar days prior to the scheduled event.

E. *Inspections:* Authorized law enforcement officers, fire control officers, and other government personnel shall be permitted free access to the event to make inspections to ensure compliance with all city, state, and federal laws. All government personnel shall comply with the Fourth Amendment of the United States Constitution at all times during an inspection.

3-10-5 INSURANCE REQUIREMENT:

A. *Insurance:* The applicant, vendors, exhibitors, and concessionaires of a special event held on *C*ity property shall procure and maintain commercial general liability insurance posted on the *C*ity's website in the amount required by the city to protect the *C*ity against loss from liability imposed by law for damages on account of bodily injury or property damage arising from the event. Such insurance shall provide the following and shall be submitted to the *C*ity on an insurance certificate which shall include the following:

1. The name and address of the insured.
2. The City shall be named as an additional primary insured and noncontributory on the general liability certificate.
3. The location of the operations to which the insurance applies.
4. The number of the policy and the type or types of insurance in force thereunder on the date of the certificate.
5. The expiration date of the policy and the limit or limits of liability thereunder on the date of the certificate.
6. A statement that all coverage is on an occurrence basis rather than a claims basis.
7. A provision that the policy or policies will not be canceled, denied renewal, or reduced in coverage until at least thirty (30) days after written notice has been received by the *C*ity.
8. Name, address, and telephone number of the insurance company's agent.
9. A waiver of subrogation.

B. *Workers' Compensation Insurance:* Applicant shall procure and maintain workers' compensation insurance as required by Utah law.

C. *Certificate Of Insurance:* No *S*pecial *E*vent *P*ermit shall be issued until the applicant and all vendors, exhibitors, or concessionaires participating in the event submit to the c*C*ity a certificate of insurance as required in this *C*hapter.

3-10-6 FEES:

A. *Application Fees:* Along with the application for a Special Event Permit, the applicant shall be required to pay the following fees:

1. A non-refundable special event application fee; and
2. A non-refundable facility use deposit fee, representing 10% of the required fee for the location situs as well as any equipment or portable facilities, including City-owned

equipment such as but not limited to a temporary stage, structures, chairs or seating, etc.

B. *City Cost Recovery Fees:* All City cost recovery fees shall be paid prior to the issuance of the permit. Extra city services will be provided for special events as determined by the City to be needed to protect the health, safety and welfare of the public and shall be paid by the applicant.

1. City costs include, but are not limited to the use of, police, fire, park maintenance, power, water, road closures, and cleanup of city facilities before, during, or after the event, and other costs to City directly attributable to the special event.

2. Before a permit is issued, the applicant shall pay the application fees and cost recovery fees as determined by the City based on the application, the applicant's past event history with the city, and experience with similar events.

C. *Invoice and Payment*: No permit shall be issued without the payment of all fees prior to the tenth business day before the scheduled event.

1. Prior to issuing the permit, the City shall deliver to the applicant via email or other methods, an invoice detailing all costs including the application fee, facility fees, and cost recovery fees.

2. Any facility use fees paid at the time of application shall be credited towards the overall fee total for the issuance of a Special Event Permit. If the total amount exceeds the City cost recovery fees paid in advance, the applicant shall pay the unpaid portion of the invoice. If the amount is less than the application fees paid prior to issuance of the permit, then the remaining amount shall be returned to the applicant.

3. In the event force majeure prevents the event from occurring, cannot hold an event, the cost recovery fees may be refunded to the applicant or applied to a future event.

4. Application fees and deposits are non-refundable.

3-10-7 FEE WAIVERS AND SPONSORSHIPS:

A. *Fee Waivers*. An applicant for a special event may request, by separate application in writing, a waiver of the fees associated with part or all of the permitting for the event. Fee Waivers may be granted if the applicant:

1. Provides evidence of their non-profit status, or inability to pay the fees;

2. Shows good cause that the event promotes the health, safety, or welfare of the citizens and why the fees should be waived, and the event subsidized by tax-payers; and/or

3. Provides evidence of other remuneration or benefit that the City will receive in lieu

of fees.

B. *Sponsorship*. An applicant for a special event may request, in writing with the application for the event, a City sponsorship for the event. The application for sponsorship shall include the specific type of sponsorship requested (monetary or in-kind), the quantity or amount, and a sample of how and where the City's name and logo will appear on any materials.

C. An applicant for a special event may request both a fee waiver and sponsorship, when eligible, for a single event through independent requests for each. Requests and approvals for fee waivers and sponsorships shall be considered independently and mutually exclusive of each other. Decisions of the City Council on fee waivers and sponsorship requests shall not carry influence on the other. The City Council shall maintain full discretion for the approval, partial approval, or denial of any fee waiver or sponsorship request. The decision of the City Council is final and not subject to appeal.

3-10-8 APPLICATION REVIEW, APPROVAL ,AND ISSUANCE:

After a review and recommendation by the SERC and Director, the City Manager, or a designee, shall review and either approve, approve with conditions, or deny the request for a Special Event Permit. The City Manager may refer any request for a Special Event Permit to the City Council for recommendation prior to approval or denial. The signature of the Manager on the affiliated Use Permit shall act as the written approval of the Special Event Permit.

3-10-9 CITY PARKS, SITES, AND FACILITIES USED FOR SPECIAL EVENTS:

In order to best accommodate larger gatherings, parking, and impacts on neighborhoods, special events may take place generally only within community parks or neighborhood parks and facilities identified in Table 1 below. City squares, neighborhood parks, or other specific event facilities (not listed herein) are generally not available for special events but may require a special event permit if triggered by the allowed activity.

A. City parks and facilities identified in Table 1 shall be reserved as part of the Special Event Permit.

B. All parks, squares, and facilities shall be available for City Events and City Partner Events.

C. Those neighborhood parks not listed on Table 1 may be available for Celebration Events if the facility and parking are sufficient for or meet the needs of the event.

D. All other City parks, City facilities, or specific pavilions or facilities within the City parks not listed in Table 1, shall continue to be reservable through the Parks Department, but are not available for special events.

E. A special event permit may be required for a specific venue event as defined and set forth in City Code § 3-11-4, or any other type of event, if the specific venue event requires an alcohol permit from Utah DABC, or meets the definition of a special event. Consistent with state law, alcoholic beverages shall be permitted on public property only when the appropriate DABC

permit and special event permit has been obtained.

F. Athletic Events shall not be limited to the park sites and facilities identified in Table 1 when occurring at a facility specifically designed and intended for the sport or activity of the event. Athletic Events involving races that will utilize City roads and rights-of-way shall be allowed to do so outside of the park sites and facilities identified in Table 1 so long as the basecamp for the event is located within and complies with the park sites and facilities identified in Table 1.

Table 1

Park	Type	parking	Allowed Event Types	Special Requirements and comments
Bloomington Park	CP	164	Gathering Events Celebration Events City Sponsor Events Market Event	
Centennial Park	NP	101	Performance Events Gathering Events Athletic Events	Additional school parking may be available after hours
Christensen Park	NP	12	Celebration Events Gathering Events	
Cottonwood Cove Park	CP	92	Gathering Events Sporting events	
Cox Park	NP	14	Gathering Events Celebration Events	
Crosby Family Confluence Park	NP	57	Performance Events Gathering Events Outdoor Sales Events	additional parking requires permission from Dixie Convention Center
Dixie Academy (3rd floor of children's museum)	F		Gathering Events Performance Events Celebration Events	parking at Town Square or City parking structures
Dixie Downs Park	NP	28	Gathering Events Celebration Events	
Dixie Sunbowl	F	52	Specific Activity (rodeo or equestrian) Performance Events Gathering Events Outdoor Sales Events Market Events	additional parking on street and in North dirt lot.

Fields at Little Valley	CP	322	Gathering Events Athletic Events Performance Events Specific Activity (pickleball, soccer) Market Event	
Hela Seegmiller Park	CP	83	Gathering Events Celebration Events Market Events	
J.C. Snow Park	CP	100	Gathering Events Performance Events City Sponsor Events Market Events	
Mathis Park	NP	78	Gathering Events Celebration Events City Sponsor Events	
Pioneer Park	CP	118	Gathering Events Celebration Events City Sponsor Events	No electrical outlets or water available
Sandtown Park	CP	94	Gathering Events Performance Events Athletic Events Market Events	
Tonaquint Park	CP	260	Specific Activity (Tennis) Gathering Events	
Town Square	Sq	100+	City Events City Partner Events	
West Parking Lot - Town Square	Sq	100+	Gathering Events Market Events Outdoor Sales Events City Sponsor Events Performance Events???	
Vernon Worthen Park	CP	52	Gathering Events Performance Events Market Events Celebration Events City Sponsor Events	additional street parking available
2450 East Park	NP	15	Gathering Events Celebration Events	

3-10-10 GROUNDS FOR DENIAL:

A. Grounds For Denial: The special event application may be denied by the City if:

1. The proposed special event violates a federal, state, or local law.

2. The proposed special event is not consistent with the intended nature and use of the requested City park or facility as set forth in § 3-10-9 above.

3. The proposed special event is scheduled at a place and time that could disrupt or interfere with an already approved special event or park/facility reservation.

4. The proposed location or building is not adequate to accommodate the proposed special event such as parking, sanitation facilities, and health or safety codes, or the nature of the proposed special event is such that the city, or the applicant does not have sufficient resources available to ensure the health, safety, and welfare of special event participants or the general public.

5. The permit application contains a material falsehood or misrepresentation.

6. The applicant has failed to pay a debt to the City including costs incurred during a prior special event.

7. Incomplete permit applications.

8. The applicant or any person on whose behalf the application for a permit was made has on prior occasions:
   a. Damaged City property, if the applicant is for an event on City property; or
   b. Made material misrepresentations regarding the nature or scope of an event or activity previously permitted; or
   c. Has violated the terms of prior permits issued to or on behalf of the applicant.
   d. Had violations of state or local laws at a prior event.

9. Unavailability of the site or facility identified for the event.

B. Notice: If a special event permit application is denied, the City shall notify the applicant in writing of the reason or reasons for the denial.

3-10-11 APPEAL PROCEDURES:

A. *Initial appeal*. Any applicant for a Special Event Permit desiring to appeal an administrative decision concerning the denial, condition or modification of a Special Event Permit may appeal to the Administrative Law Judge (ALJ) within five calendar days of the written decision. Any decision made by the ALJ shall be considered the final decision of the City. All appeals shall be in writing, shall state the specific grounds for the appeal, and shall be delivered to the City Recorder via email or by hand delivery.

B. *Court appeal*. An applicant may appeal the ALJ's decision by seeking judicial review with the

District Court within 30 calendar days of the ALJ decision. The Court's review shall be limited to a review of the record. The District Court shall presume the ALJ's decision is valid and shall review the record to determine whether or not the decision was arbitrary, capricious, or illegal.

3-10-12 VIOLATION:

A. Any admission to, finding of civil responsibility for, or finding of guilt for violations of federal, state, or local laws during the course of the event, by the Permittee or attendees of the event, including the provisions of Utah Code Title 76, Chapter 7, Parts 1 and 7, or City Code Titles 3 and 5 shall also be deemed a violation of this Chapter and subject to the penalties set forth in subsection C below.

B. A violation of any provision of this Chapter shall be a class B misdemeanor and subject to the civil penalty set forth in subsection C below.

C. Events and/or Permittees that are found to have violated the terms of this Chapter shall be barred from applying for another Special Event Permit for the same or another event for a period of two years (730 calendar days from the date of the violation). Events and/or permittees which are barred a second time shall be permanently prohibited from applying for a special event permit.

C. Events and/or Permittees which are barred may, after 365 calendar days of the debarred period have expired, apply to the City Council for reinstatement of good standing upon demonstration of:

1. A complete separation from the organizing person or entity at fault for the violations of this Chapter that was the basis of the event being barred;
2. A proposal for ensuring the violation is corrected or removed; and
3. A proposal for ensuring the violation will not reoccur.

In reviewing a reinstatement request for a barred event or Permittee, the City Council shall maintain full discretion in determining the appropriateness of the information and proposals for reinstatement of the event or permittee.

CHAPTER 11
OTHER EVENT PERMITS

3-11-1 Film Permits: Any person who intends to engage in a filming event shall first obtain a filming permit, location agreement, and/or facility use agreement.

A. Definitions:

FACILITY USE AGREEMENT: An agreement between the permittee and City to use a city facility which contains the terms and conditions of that agreement and the costs for the use.

FILMING EVENT: The recording by film, video, or other medium of live action or landscapes for educational, commercial, or other purposes. Filming Events include the filming of a motion picture, television broadcast, and digital media production but does not include filming for a news broadcast.

LOCATION AGREEMENT: An agreement allowing a filming event to occur at a particular public location, which may or may not include a city facility.

PERSON: Any individual, natural human being, partnership, corporation, firm, company, association, society, or group.

B. Process:

1. Application: To obtain a film permit, location agreement or use agreement for filming, an applicant must submit a completed application through the City's electronic system, with all required documents, exhibits, fees and information necessary for a final decision.
Time: Is there a time factor (e.g. 45 days) or can the application come in 10 days or less before the event?

2. Process: What approvals are required and by which departments or authority? Insurance or cash deposit (bond)?

3. Approval: Upon receipt of a positive recommendation from the Director and all reviewers, a permit shall be approved, approved with conditions or denied by the City Manager.

3-11-2 Parade Permits:

A. Definitions:

PARADE: a public procession of vehicles, persons, or other devices, using public streets and rights-of-way.

ENCROACHMENT PERMIT: the required permit under City Code § 7-1-3 (this is for construction)which enables the use, encroachment into, or closure of a public road or right-of-way.

B. Process: (Police currently do these, but there are no application processes or rules in code.) Applications for a Parade Permit shall be submitted electronically to the Special Events Coordinator (SEC) (in what time frame?). The SEC shall verify that the application is complete and either return the application to the applicant for correction or supplementation if incomplete or forward the complete application to public works, the police department, the fire department, and community development department for review.

1. The SEC shall act as the facilitator of the application review process and shall be responsible for collecting review responses from the reviewers as well as coordinating the process with applicants. While an application is under review the SEC shall:
   a. verify the parade route and times availability and tentatively schedule the road closure pending review?;
   b. within three business days of the distribution of an application for review, forward any application for a fee waiver or sponsorship request for review by the City Council.

2. A reviewing agency or department shall, no more than ten business days from distribution of an application for review, provide a recommendation including the identification of any comments or concerns to the SEC. Upon receipt of the recommendations from reviewers, the SEC shall provide a summary of those recommendations, within three business days, to the Director. Based on the recommendations of the reviewers, the Director may require corrections to the application prior to issuing a decision on the application. In the event that corrections are required, the corrected application need only be reviewed by the Director and the SEC.

3. An application shall not be deemed complete without a road closure (permit or agreement like the use agreement?) from (police or public works?) for the event.

4. Upon completion of the application review, the City Manager shall in writing, approve, approve with conditions, or deny the application.

5. Following a decision of the City Manager, within one business day the SEC shall issue a written notification to the applicant, the police department, and the public works department of the approval, approval with conditions, or denial of the permit.

6. If at any point prior to the event substantial changes are made to the event plans, application, or permit, the application and information must be resubmitted as a new application and reviewed accordingly.

C. *Inspections:* Authorized law enforcement officers, fire control officers, and other government personnel shall be permitted free access to the event to make inspections to ensure compliance with all city, state, and federal laws. All government personnel shall comply with the Fourth Amendment of the United States Constitution at all times during an inspection.

3-11-3 City Events and Partner Events Permits

A. Definitions

CITY PARTNER EVENT: A special event that is planned, organized, and operated by a state or local governmental entity other than the City, including schools, special districts, governmental non-profit organizations, and interlocal entities or entities with whom there is an interlocal agreement. City Partner also includes Washington County's Greater Zion Convention & Tourism Office.

B. Process: Applications for a City or City Partner Permit shall be submitted electronically to the Special Events Coordinator (SEC) (in what time frame?). The SEC shall verify that the application is complete and either return the application to the applicant for correction or supplementation if incomplete or forward the complete application to ___?_____ for review.

1. The SEC shall act as the facilitator of the application review process and shall be responsible for collecting review responses from the reviewers as well as coordinating the process with applicants. While an application is under review the SEC shall:
   a. verify park or facility availability and make reservation(s) for event;
   b. (any others? will fees be required for city or city partner events?)

2. A reviewing agency or department shall, no more than ten business days from distribution of an application for review, provide a recommendation including the identification of any comments or concerns to the SEC. Upon receipt of the recommendations from reviewers, the SEC shall provide a summary of those recommendations, within three business days, to the Director. Based on the recommendations of the reviewers, the Director may require corrections to the application prior to issuing a decision on the application. In the event that corrections are required, the corrected application need only be reviewed by the Director and the SEC.

3. City Partner Events shall enter into a written use agreement for the event. The use agreement, once executed, shall serve as the permit and authorization to hold the event. The applicant shall sign the use agreement and return it to the City for execution.
   Upon completion of the application review, the City Manager shall approve the application, approve with conditions, or deny the application.

4. Following a decision of the City Manager, within one business day the SEC shall issue a written notification to the applicant for a City or City Partner Permit of the approval, approval with conditions, or denial of the application.

5. If at any point prior to the event, substantial changes are made to the event plans, application, or permit, the application and information must be resubmitted as a new application and reviewed accordingly.

C. *Inspections:* Authorized law enforcement officers, fire control officers, and other

government personnel shall be permitted free access to the event to make inspections to ensure compliance with all city, state, and federal laws. All government personnel shall comply with the Fourth Amendment of the United States Constitution at all times during an inspection.

3-11-4 Specific Venue Events

A. Definitions

SPECIFIC VENUE EVENTS: An event occurring within a venue, location, or facility specifically intended or constructed for that type of activity, including but not limited to the Sunbowl for rodeo or equestrian events, the Fields at Little Valley for soccer, or pickleball, the Canyon Complex for softball, or the tennis courts at Tonaquint Park.

B. Process: Applications for a Specific Venue Permit shall be submitted electronically to the Special Events Coordinator (SEC) (in what time frame?). The SEC shall verify that the application is complete and either return the application to the applicant for correction or supplementation if incomplete or forward the complete application to the Parks and Community Services Department, and other impacted departments for review.

1. The SEC shall act as the facilitator of the application review process and shall be responsible for collecting review responses from the reviewers as well as coordinating the process with applicants. While an application is under review the SEC shall:
   a. verify park or facility availability and make reservation(s) for the event;
   b. within three business days of the distribution of an application for review, forward any application for a fee waiver or sponsorship request for review by the City Council.

2. A reviewing agency or department shall, no more than ten business days from distribution of an application for review, provide a recommendation including the identification of any comments or concerns to the SEC. Upon receipt of the recommendations from reviewers, the SEC shall provide a summary of those recommendations, within three business days, to the Director. Based on the recommendations of the reviewers, the Director may require corrections to the application prior to issuing a decision on the application. In the event that corrections are required, the corrected application need only be reviewed by the Director and the SEC.

3. Specific Venue Events shall enter into a written use agreement for the event. The use agreement, once executed, shall serve as the permit and authorization to hold the event. The applicant shall sign the use agreement and return it to the City for execution. Upon completion of the application review, the City Manager shall approve the application, approve with conditions, or deny the application.

4. Following a decision of the City Manager, within one business day the SEC shall issue a written notification to the applicant for a City or City Partner Permit of the approval, approval with conditions, or denial of the application.

5. If at any point prior to the event, substantial changes are made to the event plans, application, or permit, the application and information must be resubmitted as a new application and reviewed accordingly.

C. *Inspections:* Authorized law enforcement officers, fire control officers, and other government personnel shall be permitted free access to the event to make inspections to ensure compliance with all city, state, and federal laws. All government personnel shall comply with the Fourth Amendment of the United States Constitution at all times during an inspection.

3-11-5 Non-construction encroachment permits (or Road Closure) (do we want to treat these differently from construction encroachment permits?)

A. Definitions:

ENCROACHMENT or should we use ROAD CLOSURE?:
(Encroachment defined by Merriam-Websters is:

1. To enter by gradual steps or by stealth into the possession or rights of another;
2. To advance beyond the usual or proper limits.)

ENCROACHMENT PERMIT: the required permit under City Code § 7-1-3 (this is for construction)which enables the use, encroachment into, or closure of a public road or right-of-way.

B. Process

1. Application (Police currently do these, but there are no application processes or rules in code.)
2. Process Review by whom???
3. Approval: Signature by police chief or just review by police and public works with CDD or CM signature?

Agenda Date: 07/20/2023 **Agenda Item Number:** 02

Subject:

Public hearing and consideration of Ordinance No. 2023-002 annexing property into the City of St. George, and adjusting the corporate boundary lines, to include 163.1055 acres.

Item at-a-glance:

Staff Contact: Jami Brackin

Applicant Name: WPP Dixie Drive, LLC

Reference Number: N/A

Address/Location:

Dixie Drive

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

At their meeting held on April 13, 2023, the City Council approve a resolution to accept the Petition for Annexation for approximately 163.1055 acres located west of Dixie Drive on the former Burt Burgess property. Following the approval of the resolution, the City must certify the Petition and mail written notices. Following the certification, the City Recorder posts a public notice giving residents notice that an annexation petition has been filed and that the City may grant the petition and annex the area unless a written protest to the annexation is filed with the Washington County Boundary Commission; the City has not received notice of any protests. The property is located at approximately 1600 South Dixie Drive. Specific County Tax ID Numbers: 7497-A, 7497-C, 7498-C-1, 7498-C-1-A, 7498-D, 7498-E, 7498-F.

Staff Narrative (need/purpose):

The City received a petition for annexation near close of business on April 12, 2023. Per state code, the public hearing and approval of an ordinance is the next step in the annexation process.

Name of Legal Dept approver: Jami R Brackin

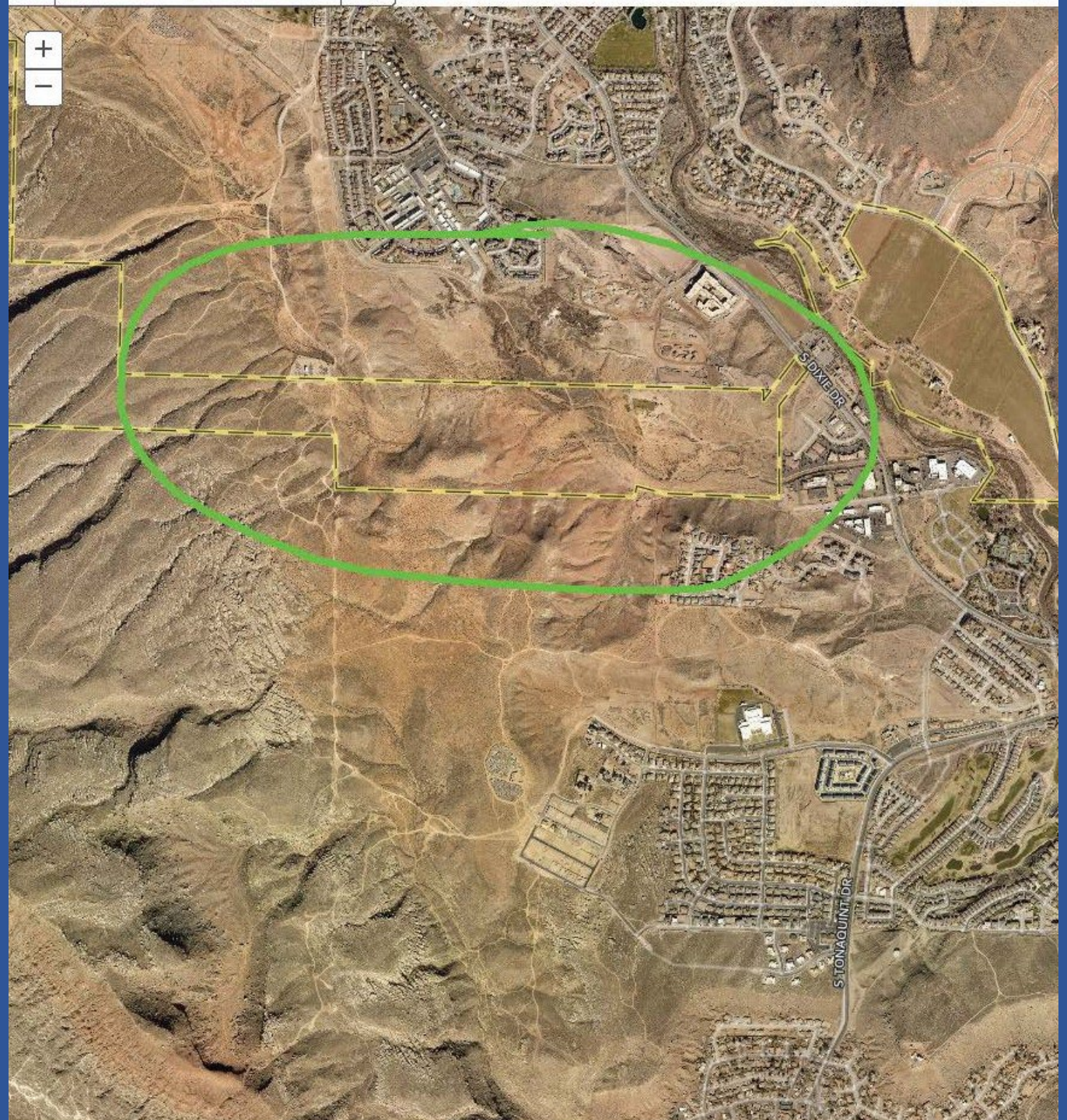
Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends holding the public hearing and approval of the ordinance.

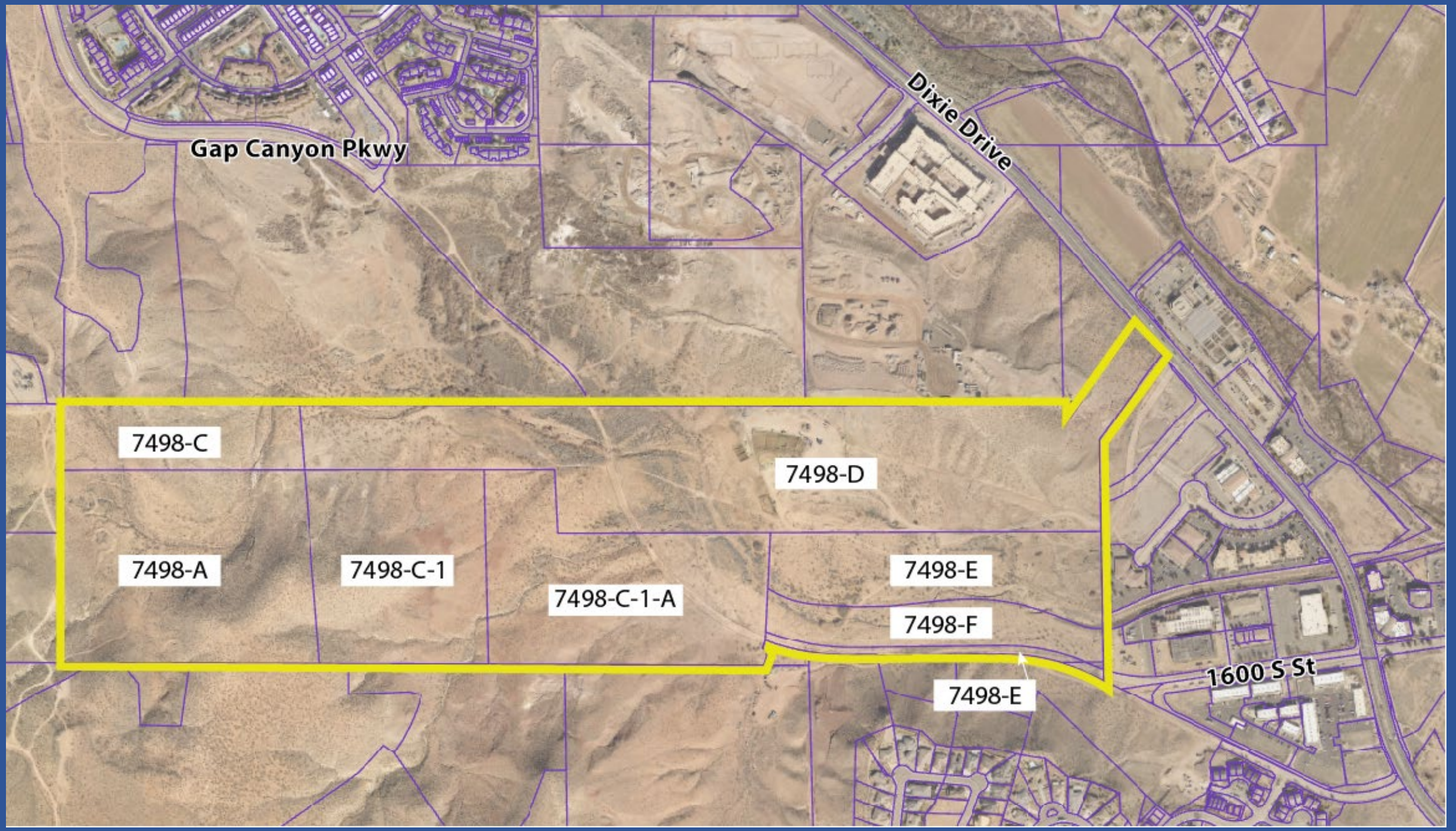
Burgess Addition Annexation

St.George
THE BRIGHTER SIDE



St.George

THE BRIGHTER SIDE


Gap Canyon Pkwy
Dixie Drive
7498-C
7498-D
7498-A
7498-C-1
7498-C-1-A
7498-E
7498-F
7498-E
1600 S St

St.George

THE BRIGHTER SIDE

- ☑ Notice mailed to affected (taxing) entities and property owners within 300 feet.
- ☑ Signatures and consent from annexing property owners
- ☑ Resolution accepting Petition April 20, 2023
- ☑ Petition certified May 12, 2023
- ☑ No protest received.

St.George
THE BRIGHTER SIDE

Questions?

St.George
THE BRIGHTER SIDE

ORDINANCE NO. _____

AN ORDINANCE ANNEXING PROPERTY INTO THE CITY OF ST. GEORGE, AND ADJUSTING THE CORPORATE BOUNDARY LINES, TO INCLUDE 163.1055 ACRES

WHEREAS, a Petition for Annexation of unincorporated land to the City of St. George has been filed with the City Recorder by the applicants who are owners of the private real property at issue. The applicants own a majority of the private real property at issue, and their interest exceeds one-third of the value of the real property within the area proposed for annexation, which property is fully described in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, the area proposed for annexation is contiguous to the City of St. George; and

WHEREAS, the Petition for Annexation was accompanied by an accurate plat or map, prepared by a licensed surveyor, of the area proposed for annexation; and

WHEREAS, the City Recorder determined that the area proposed for annexation meets the requirements of Utah Code Annotated, Section10-2-403; and

WHEREAS, the City Recorder certified the Petition for Annexation, and notified in writing the City Council and the contact sponsor of the certification; and

WHEREAS, the City Council did cause the requirements of Utah Code Section 10-2-401, et. seq., to be met; and

WHEREAS, the City Council, by vote, approved the proposed annexation adjusting the corporate limits of the City of St. George to include the 163.1055 acres, accordingly;

NOW, THEREFORE, at a regular meeting of the City Council of the City of St. George, Utah, held on the 20th day of July, 2023, upon motion duly made, seconded, and carried by unanimous vote, it is ordained that the property hereinafter described on Exhibit "A" attached hereto, be, and hereby is, annexed into the City of St. George, and the City limits of said City are hereby adjusted accordingly.

BE IT ORDAINED that the annexed property described in Exhibit "A" is zoned Mining and Grazing and is subject to the regulations of that zone as contained in the zoning ordinances of the City of St. George; and

BE IT ORDAINED that the annexed property described in Exhibit "A" shall hereafter be within the corporate limits of the City of St. George, and shall be subject to

all ordinances, jurisdictions, rules, and obligations pertinent to the said land, and the streets, blocks, lots, alleys and ways of said land shall be controlled and governed by the ordinances, rules, and regulations of the City of St. George; and

BE IT ORDAINED, that the City Recorder of the City of St. George shall comply with all laws regarding annexation of the land described in Exhibit “A,” and give notice of the annexation to the Lieutenant Governor of the State of Utah in accordance with Utah Code Annotated, Section 10-2-425; and

BE IT ORDAINED, that upon certification of the annexation by the Lieutenant Governor, the City Recorder of the City of St. George shall submit to Washington County the original certificate of annexation, the approved final plat, and a certified copy of the ordinance approving the annexation, and send all other notices required by law. Thereafter, the annexation of said property into the City of St. George shall be deemed complete, and the property so annexed shall be held as part of the City of St. George. Thereafter, the inhabitants of said property shall enjoy the privileges of the annexation, and be subject to the ordinances, resolutions, and regulations of the City of St. George.

APPROVED AND ADOPTED this 20th day of July, 2023.

_____
Michele Randall, Mayor

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami R Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

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ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

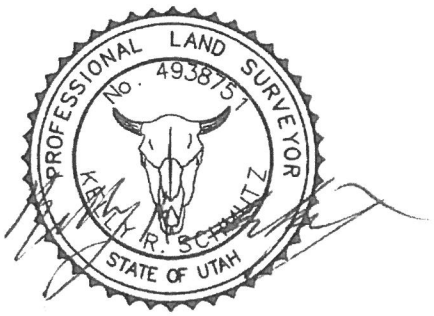
BURGESS ADDITION – ANNEXATION DESCRIPTION

EXHIBIT A

A parcel of land located in the Southeast Quarter of Section 34, and the South half of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian, being parcels 7497-C, 7497-A, 7498-C-1, 7498-D and 7498-E, and described more particularly as follows:

Beginning at the Southwest Corner of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian, thence N 88°31'18" W along the Section line 1320.01 feet; thence N 1°02'38" W 664.34 feet; thence S 88°29'31" E 27.37 to the Westerly line of Sectional Lot 4, Section 34, said Township and Range; thence N 1°19'01" E along said Lot line 663.68; thence S 88°27'36" E 1213.62; thence S 88°36'12" E 2599.01; thence S 89°02'35" E 1326.30; thence S 0°19'46" W 120.40; thence N 36°15'37" E 649.36 feet; thence S 39°45'22" E 204.28 feet; thence S 37°24'49" W 537.15 feet; thence S 0°20'16" W 1145.23 feet; thence N 89°22'40" W along the South line of Section 35, 217.02 feet to a point on a 1000.00 foot radius non-tangent curve to the left, the center of which bears S 17°52'54" W; thence Northwesterly along the arc of said curve through a central angle of 17°15'41" a distance of 301.27 feet; thence N 89°22'47" W 650.95 feet; thence N 11°59'59" W 7.40 feet; thence N 89°22'46" W 104.93 feet to a point on a 1195.00 foot radius non-tangent curve to the right, the center of which bears N1°08'22" W; thence Westerly along the arc of said curve through a central angle of 11°40'36" a distance of 243.54 feet; thence S 0°09'57" E 1.78 feet to a point on a 1295.00 radius non-tangent curve to the right, the center of which bears N 11°22'22" E; thence Westerly along the arc of said curve through a central angle of 10°16'39" a distance of 232.29 feet; thence S 21°39'17 W 45.00 feet to the point on a 35.00 foot radius non-tangent curve to the right, the center of which bears S 21°38'53" W; thence Southeasterly along the arc of said curve through a central angle of 87°30'55" a distance of 53.46 feet thence S 19°09'48" W 44.12 feet to a point on South line of Section 35; thence N 88°29'27" W along the section line 2283.91 feet to the point of beginning.

Contains 163.106 acres.



May 10, 2021

Agenda Date: 07/20/2023 **Agenda Item Number:** 03

Subject:

Consider approval of a Cooperative Agreement with UDOT for the installation of a Traffic Signal at Sunset Blvd and 1300 West

Item at-a-glance:

Staff Contact: Jay Sandberg

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Sunset Blvd at 1300 West

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

UDOT completed a detailed safety audit on Sunset Blvd due to recent pedestrian fatalities in the area. To improve safety, the roadway has been restriped, signage has been improved, and UDOT proposed an overhead pedestrian beacon at 1300 West. The city and UDOT determined that it would be better to upgrade the beacon to a traffic signal, due to the high volume of traffic, and the unfamiliarity of motorists in the area with that type of device.

Staff Narrative (need/purpose):

The agreement includes city participation of approximately 1/3 of the cost not to exceed $120,000.

Name of Legal Dept approver: Ryan Dooley

Budget Impact:

Cost for the agenda item: 120,000

Amount approved in current FY budget for item: 120,000

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

Agenda Date: 07/20/2023 **Agenda Item Number:** 04

Subject:

Consider approval of Resolution No. 2023-006R providing for a special bond election to be held on November 21, 2023, for the purpose of submitting to the qualified electors of the City of St. George, Utah a proposition regarding the issuance of not to exceed $29,000,000 General Obligation Bonds; and related matters.

Item at-a-glance:

Staff Contact: Robert Myers

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

State law requires approval of a resolution at least 75 days in advance of the election to place a General Obligation Bond on the ballot for consideration by the voters. Tonight's item is to consider approval of a resolution that would place a General Obligation Bond in an amount not to exceed $29,000,000 on the November 21, 2023 ballot for voter consideration, establish October 19, 2023 as the date for the public hearing, approve the ballot form, and direct the posting of the notice for the election. The proposed bond issuance would be for the purpose of financing all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities. The proposed term of the bond would not exceed 25 years from the date of issuance. Staff recommends approval.

Staff Narrative (need/purpose):

Tonight's item is to consider approval of a resolution that would place a General Obligation Bond in an amount not to exceed $29,000,000 on the November 21, 2023 ballot for voter consideration, establish October 19, 2023 as the date for the public hearing, approve the ballot form, and direct the posting of the notice for the election. The proposed bond issuance would be for the purpose of financing all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities. The proposed term of the bond would not exceed 25 years from the date of issuance. Staff recommends approval.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

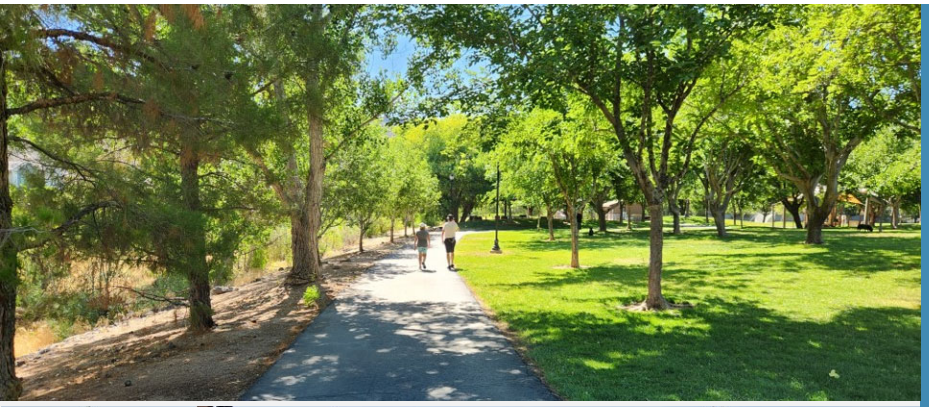
Staff recommends approval of the resolution.

2023 TRAILS, PARKS, AND RECREATION G.O. BOND

2023 G.O. BOND RESOLUTION

Tonight's item contains the below key elements in the resolution proposed for Council's consideration:

- Calls for a special bond election to be held on November 21, 2023 for voters to consider a General Obligation debt issuance amount not to exceed $29,000,000 for the purpose of financing all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities
- Sets a public hearing date for October 19, 2023.
- Approves the ballot form.
- Directs the posting of notices for the election.



2023 TRAILS, PARKS AND RECREATION G.O. BOND

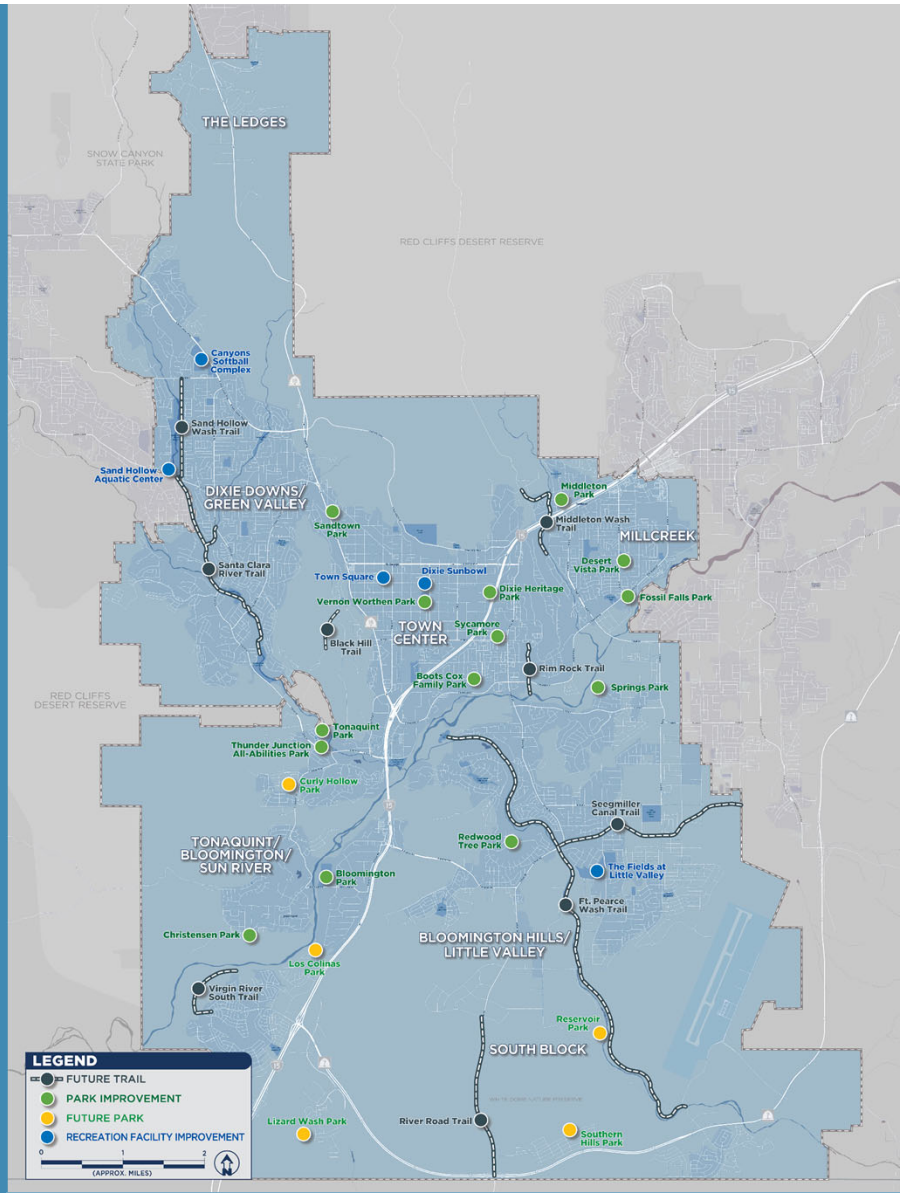
$29,000,000 in debt for a 25-year term to pay all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities;

The proposal would renew the current bond levy approved by the voters in 1995 for the 1996/98 Parks G.O. bond issuance that is being retired this fiscal year.

The current property tax levy for the average primary residence with a home valued at $584,740 is $32.21 per year. This amount would carry forward if the bond proposition is approved by the voters.

Taxpayers would see no impact on their tax bill as the proposal would "renew" the current property tax levy.

PROPOSED PROJECTS



PROPOSED PROJECTS

TRAILS	PARKS	FACILITIES
Black Hill Trail Black Ridge Cove to Temple Quarry Trailhead	**Bloomington Park** Park Improvements	**Canyons Softball Complex** New Playground with Shade, Pickleball Courts & New Field Lightin
Fort Pearce Wash Trail Desert Canyons to Virgin River South Trail	**Boots Cox Family Park** New Playground with Shade & Pickleball Courts	**Dixie Sunbowl** New Seating & Post Tension Concrete Floor
Middleton Wash Trail Arroyo Circle to Grand Heights	**Christensen Park** New Playground with Shade	**Sand Hollow Aquatic Center** Splash Pad
Rim Rock Trail St. George Regional Hospital to Virgin River North Trai	**Curly Hollow** New Construction	**The Fields at Little Valley Soccer Complex** Soccer Field Lighting & Skate Park
River Road Trail Enterprise Dr. to Southern Pkwy.	**Desert Vista Park** (2450 East Park) New Restrooms & Pickleball Courts	**Town Square** Performance Stage & New Restrooms
Sand Hollow Wash Trail Sunset Blvd. To 2000 N.	**Dixie Heritage Park** (College Park) New Playground with Shade	
Santa Clara River Trail Sand Hollow Wash Trail to Cottonwood Cove Park	**Fossil Falls Park** Beach Area & Overlook	
Seegmiller Canal Trail Ft. Pearce Wash to Washington City	**Las Colinas Park** New Construction	
Virgin River South Trail Sun River Club House to Sun River Pkwy.	**Lizard Wash Park** New Construction with Pickleball Courts & Disc Golf	
	Middleton Park New Playground with Shade	
	Redwood Tree Park (Bloomington Hills South Park) Perimeter Trail, New Basketball Court & Pavilion	
	Reservoir Park Recreation Lake & New Construction	
	Sandtown Park Interior Trail	
	Southern Hills Park New Construction	
	Springs Park Park Improvements	
	Sycamore Park (1100 East Park) New Playground with Shade & Pavilion	
	Thunder Junction All - Abilities Park Park Expansion	
	Tonaquint Park New Playground with Shade	
	Vernon Worthen Park Performance Stage & New Restrooms	

PUBLIC HEARING DATE

Thursday October 19, 2023 at 5pm

In the City Council Chambers located at:

175 East 200 North, St. George, UT 84770

ELECTION DATE

Tuesday November 21, 2023

SGCITY.ORG/GOBOND

St. George, Utah

July 20, 2023

The City Council (the "Council") of the City of St. George, Utah (the "City"), met in regular public session at the regular meeting place of the Council, on July 20, 2023, at the hour of [5:00] p.m., with the following members of the Council being present:

Michele Randall	Mayor
Jimmie Hughes	Councilmember
Dannielle Larkin	Councilmember
Natalie Larsen	Councilmember
Gregg McArthur	Councilmember
Michelle Tanner	Councilmember

Also present:

Christina Fernandez	City Recorder
John Willis	City Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance With Open Meeting Law with respect to this July 20, 2023 meeting, a copy of which is attached hereto as Exhibit A.

The following Resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR A SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 21, 2023, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF ST. GEORGE, UTAH (THE "CITY"), A PROPOSITION REGARDING THE ISSUANCE OF NOT TO EXCEED $29,000,000 GENERAL OBLIGATION BONDS TO FINANCE ALL OR A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING, AND IMPROVING TRAILS, PARKS, AND RECREATION FACILITIES AND AMENITIES THROUGHOUT THE CITY, FOR THE PURPOSE OF CONNECTING COMMUNITIES AND REVITALIZING EXISTING FACILITIES; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING; APPROVING THE FORM OF AND DIRECTING THE POSTING OF A NOTICE OF ELECTION AND THE BALLOT PROPOSITION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City of St. George, Utah (the "City") desires to finance all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities (collectively, the "Project"); and

WHEREAS, the City does not have on hand money to pay for all of the costs of the Project and the Council has determined to finance the cost thereof through the issuance of up to $29,000,000 of its General Obligation Bonds (the "Bonds"); and

WHEREAS, the Council desires to submit a proposition concerning the issuance of the Bonds to the vote of the qualified electors of the City pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and applicable provisions of the Utah Election Code, Title 20A, Utah Code Annotated 1953, as amended (collectively, the "Act");

NOW, THEREFORE, It Is Hereby Resolved by the Council as follows:

Section 1. Definition of Terms. The terms defined or described in the recitals hereto shall have the same meaning when used in the body of this Resolution.

Section 2. Election Call. On November 21, 2023, there shall be held in the City of St. George, Utah a special bond election (the "Bond Election"), between the hours of 7:00 a.m. and 8:00 p.m., at which there shall be submitted to the qualified electors of the City the proposition appearing in the ballot proposition portion of the Notice of Election as substantially set out in Section 6 hereof (as may be appropriately and legally updated, modified, corrected or completed).

Section 3. Voting Places and Election Judges. For purposes of the Bond Election, the voting methods, the voting precincts, the voting places, the election judges,

alternate judges and poll workers to serve at said voting places shall be the same as those established for the general election held that day.

Section 4. Authorization and Reimbursement of Expenses. The Bond Election shall be conducted and the registration therefore shall be governed in conformity with the laws of the State of Utah, including particularly the Act, and the officials of the City of St. George and Washington County, Utah (the "County") as applicable, shall and are hereby authorized and directed to perform and do all things necessary to the proper calling and conduct of the Bond Election and the canvass of the results thereof.

In the event the proposition for the Bonds is approved at the Bond Election, the City reasonably expects to reimburse itself from proceeds of debt to be incurred by the City, capital expenditures advanced for the acquisition and construction of the improvements herein described in a principal amount of not more than $29,000,000.

Section 5. Public Hearing. The Council shall hold a public hearing on October 19, 2023 to receive input from the public with respect to (a) the issuance of the Bonds and (b) the potential economic impact that the improvements, facilities, or properties to be financed in whole or in part with proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first posted and shall not be sooner than thirty (30) days or later than five (5) business days before the first posting of the Notice of Election as described in this Resolution, such notice to be posted (i) on the Utah Public Meeting Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City. The "Notice of Public Hearing" shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on July 20, 2023, the City Council (the "Council") of the City of St. George, Utah (the "City"), adopted a resolution (the "Resolution") in which it authorized the calling of an election (the "Election") concerning a proposition for the issuance of the City's General Obligation Bonds (the "Bonds") and called a public hearing to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the improvements, facilities or properties financed in whole or in part with the proceeds of the Bonds (see below) may have on the private sector.

TIME, PLACE, AND LOCATION OF PUBLIC HEARING

The Council shall hold a public hearing on October 19, 2023, at the hour of _____ p.m. in the St. George city offices, located at 175 East 200 North, St. George, Utah. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS, MAXIMUM AMOUNT AND SECURITY

The Bonds are to be issued in the aggregate principal amount of not to exceed $29,000,000 for the purpose of financing all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities and paying costs of issuance of the Bonds. The Bonds shall be secured by ad valorem property taxes of the City to the extent authorized by law.

The Bonds may be issued in one or more series and be sold from time to time, all as the Council may determine.

DATED this July 20, 2023.

/s/ Christina Fernandez
City Recorder

(To be posted no less than 14 days before the public hearing.)

Section 6. Notice of Election. In accordance with Section 11-14-202 of the Act, a notice of the Bond Election shall be (i) posted in a place within the boundaries of the City of St. George, Utah that is most likely to give notice to the voters within the City's bounds (the "Location"), at least 21 days before the Bond Election, (ii) posted on the Utah Public Meeting Notice website (http://pmn.utah.gov) for three weeks before the Bond Election and (iii) posted on the City's official website for at least three weeks before the Bond Election. The Council directs the Election Officers (defined herein) to select the Location meeting this criteria.

In addition, the Election Officers (defined herein) are to (i) publish the sample ballot before the election as required in Section 20A-5-405 of the Act and (ii) publish notice of and perform the election voting device and tabulation equipment test procedures as required by Section 20A-4-104 of the Act.

The Bond Election notice shall be given in substantially the following form (with such completion, amendments, updates, changes, additions or alterations as may be required to conform such notices to the Act (including amendments thereto prior to such posting) and actual election information or calendar items to be confirmed prior to the posting of such notice)):

ELECTION NOTICE

To all qualified electors of the City of St. George, Utah:

Take notice that on November 21, 2023 between the hours of 7:00 a.m. and 8:00 p.m., a special bond election (the "Bond Election") will be held in the City of St. George, Utah (the "City") in conjunction with the general election to be held that day.

Information regarding polling places for each voting precinct, each early voting polling place, and each election day voting center, including changes to the location of a polling place and the location of an additional polling place, may be found at the Statewide Electronic Voter Information Website at vote.utah.gov or at the Washington County Clerk/Auditor's Website at https://www. https://www.washco.utah.gov/departments/clerk-auditor/ or at the City of St. George's Website at https://www. https://www.sgcity.org.

To obtain information regarding the location of a polling place, voters may also call 435-627-4000.

The Election will be held for the purpose of submitting the following ballot proposition:

OFFICIAL BALLOT PROPOSITION FOR THE
CITY OF ST. GEORGE, UTAH
SPECIAL BOND ELECTION

NOVEMBER 21, 2023

/s/ Christina Fernandez
City Recorder

PROPOSITION

Shall the City Council (the "Council") of the City of St. George, Utah (the "City"), be authorized to issue General Obligation Bonds (the "Bonds") in a principal amount not to exceed Twenty Nine Million Dollars ($29,000,000) to pay all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities; said Bonds to be due and payable in not to exceed twenty-five (25) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds: If the Bonds are issued as planned (and without regard to the existing taxes currently paid for existing bonds ("Existing Bonds") that will be retired an annual property tax sufficient to pay debt service on the Bonds will be required over a period of twenty-five (25) years in the estimated amount of $32.21 per year on a $584,740 primary residence and in the estimated amount of $58.57 per year on a business or secondary residence having the same value.

As noted above, The City has Existing Bonds for which a tax decrease would occur upon the retirement of the same. The combination of the scheduled retirement of the Existing Bonds and the issuance of the proposed bonds, as planned, is expected to result in no property tax increase ($0.00) on a primary residence or business property within the City from current property tax levels.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City of St. George, Utah.

FOR THE ISSUANCE OF BONDS (YES) ☐

AGAINST THE ISSUANCE OF BONDS (NO) ☐

Pursuant to applicable provisions of Utah State law, the period allowed for any contest of the Bond Election shall end forty (40) days after December 6, 2023 (the date on which the returns of the Bond Election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint meeting the requirements of applicable law

is filed with the Clerk/Auditor of the District Court of Washington County within the prescribed forty (40) day period.

GIVEN by order of the City Council of the City of St. George, Utah.

By: /s/ Michele Randall
Mayor

ATTEST:

By: /s/ Christina Fernandez
City Recorder

Section 7. Mailing of Voter Information Pamphlet. The Council hereby directs the City Recorder of the City of St. George, Utah (the "City Recorder") to mail at least fifteen (15) but not more than forty-five (45) days before the scheduled Bond Election, a voter information pamphlet or a notice printed on a postage prepaid, preaddressed return form that a person may use to request delivery of a voter information pamphlet by mail, to each household with a registered voter who is eligible to vote on the Bonds. Said voter information pamphlet shall include, in the following order: (a) the date of the Bond Election, (b) the hours during which the polls will be open, (c) the address of the Statewide Electronic Voter Information Website and, if available, the address of the Washington County Clerk/Auditor's official website, and the City Recorder's official website, with a statement indicating that the Election Officers will post on the official website the location of each polling place for each voting precinct, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and the location of an additional polling place; (d) a phone number that a voter may call to obtain information regarding the location of a polling place; (e) the title and text of the ballot proposition, and (f) an explanation of the property tax impact, if any, of the issuance of the Bonds which may be based upon information the Council determines to be useful, including (i) expected debt service on the Bonds to be issued, (ii) a description of the purpose, remaining principal balance, and maturity date on any outstanding general obligation bonds of the City, (iii) funds other than property taxes available to pay debt service on general obligation bonds, (iv) timing of expenditure of Bond proceeds, (v) property values and (vi) any additional information the Council determines may be useful to explain the property tax impact of issuance of the Bonds.

Section 8. Compliance with the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended. The City shall comply with the requirements of the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended and shall post the arguments and rebuttal arguments as required by such act on the Statewide Electronic Voter Information Website as described in Section 20A-7-801, Utah Code Annotated 1953, as amended, for thirty (30) consecutive days before the Bond Election. The City shall further post all arguments and rebuttal arguments in a prominent place on the City's official website for thirty (30) consecutive days before the Bond Election. If the City has a newsletter published between finalization of the arguments and rebuttal arguments and the date of the Bond Election, it shall further post arguments and rebuttal arguments in such newsletter. When posting the argument and rebuttal argument, the City Recorder shall ensure that: (a) a rebuttal argument is posted in the same manner as a direct argument; (b) each rebuttal argument follows immediately after the direct argument that it seeks to rebut; and (c) information regarding the public meeting (described in the next sentence), follows immediately after the posted arguments, including the date, time, and place of the public meeting. The City shall conduct a public meeting on October 19, 2023, a date which is no more than forty-five (45), but at least four (4), days before the Bond Election, beginning at the hour of ____ p.m. at 175 East 200 North, St. George, Utah. The purpose of the meeting is to hear arguments for and against the issuance of the Bonds. Information regarding this public meeting shall follow immediately after the posted arguments set forth on the Statewide Electronic Voter Information Website and

the City's official website described herein. Within three days following the public meeting, the City will post a digital audio recording of the meeting on its official website and at the primary office of the City.

Section 9. Election Supplies and Ballots. The ballots to be used at the Bond Election shall comply in all respects with the requirements of the Act at the time of the Bond Election, including, but not limited to, Title 20A, Chapter 6 and Section 11-14-206 of the Act, and the proposition and election instructions with respect to the Bond Election shall be in substantially the form contained in the Election Notice set forth in Section 6 hereof.

Section 10. Appointment of Election Officers. Pursuant to Sections 20A-1-102 and 20A-5-400.5 of the Act, the County Clerk/Auditor of Washington County and the City Recorder will act as election officers (the "Election Officers"). Other officials of the City are hereby directed and authorized to coordinate with the Election Officers as required for the Bond Election. The Election Officers shall be authorized and directed to give appropriate notices as required by the Act.

Section 11. Canvass. The ballots shall be counted and the results delivered to the City in accordance with the procedures of Title 20A, Chapter 4, of the Act. The Council shall meet as a Board of Canvassers no sooner than seven (7) nor later than fourteen (14) days after the date of said election, currently set for Wednesday, December 6, 2023, at ____ p.m., at the regular meeting place of the Council in the City of St. George, Utah, and if the majority of the votes cast at the Bond Election are in favor of the propositions submitted, then the City Recorder shall cause an entry of that fact to be made upon its minutes. Thereupon the Council shall be authorized and directed to issue such Bonds.

Section 12. Severability. It is hereby declared that all parts of this resolution are severable, and if any section, clause, or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this resolution.

Section 13. Conflict. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

Section 14. Captions. The headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions or sections of this resolution.

Section 15. Recording of Resolution; Effective Date; Notice to Lieutenant Governor and Election Officers. Immediately after its adoption, this Resolution shall be signed by the Mayor and City Recorder, shall be recorded in a book for that purpose, and shall take immediate effect. The City Recorder shall immediately furnish a certified

copy of this Resolution to the Lieutenant Governor and the Washington County Clerk/Auditor in accordance with Section 11-14-201 of the Act by no later than September 7, 2023, a date at least 75 days before the Bond Election.

Section 16. Further Authority. The Council hereby authorizes the City Recorder to make changes to any notice or the ballot proposition described herein to complete the same, cure any ambiguity or defect therein or to make any other changes to such notice or ballot proposition as may be required or allowed by the laws of the State of Utah.

PASSED AND APPROVED this July 20, 2023.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

Pursuant to motion duly made and seconded, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Christina Fernandez, hereby certify that:

(a) I am the duly qualified and acting City Recorder of the City of St. George, Utah (the "City");

(b) the above and foregoing constitutes a true and correct copy of a portion of the minutes of a regular meeting of the City Council of the City of St. George, Utah, including a resolution adopted at said meeting held on July 20, 2023, as said minutes and resolution are officially of record in my possession;

(c) a certified copy of the within Resolution will be filed with the Lt. Governor and the Washington County Clerk/Auditor, as Election Officers, as described herein;

(d) the Resolution, with all exhibits attached, was deposited in my office on July 20, 2023;

(e) pursuant to the Resolution, a Notice of Public Hearing will be posted on the Utah Public Notice website (http://pmn.utah.gov) no less than 14 days prior to the Public Hearing; and

(f) pursuant to the Resolution, an Election Notice will be (i) posted in the Location determined by the Council in the foregoing resolution, (ii) posted on the Utah Public Meeting Notice website (http://pmn.utah.gov) and (iii) posted on the City's official website, with each such posting being at least three weeks before the Bond Election.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of the City of St. George, Utah, this July 20, 2023.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the City Council (the "Council") of the City on July 20, 2023, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted in _____ at the principal office of said Council, (ii) posted on the Utah Public Notice Website (http://pmn.utah.gov) and (iii) posted on the City's official website.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Council this July 20, 2023.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

St. George, Utah

July 20, 2023

The City Council (the "Council") of the City of St. George, Utah (the "City"), met in regular public session at the regular meeting place of the Council, on July 20, 2023, at the hour of [5:00] p.m., with the following members of the Council being present:

Michele Randall	Mayor
Jimmie Hughes	Councilmember
Dannielle Larkin	Councilmember
Natalie Larsen	Councilmember
Gregg McArthur	Councilmember
Michelle Tanner	Councilmember

Also present:

Christina Fernandez	City Recorder
John Willis	City Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance With Open Meeting Law with respect to this July 20, 2023 meeting, a copy of which is attached hereto as Exhibit A.

The following Resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR A SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 21, 2023, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF ST. GEORGE, UTAH (THE "CITY"), A PROPOSITION REGARDING THE ISSUANCE OF NOT TO EXCEED $29,000,000 GENERAL OBLIGATION BONDS TO FINANCE ALL OR A PORTION OF THE COSTS OF ACQUIRING, CONSTRUCTING, AND IMPROVING TRAILS, PARKS, AND RECREATION FACILITIES AND AMENITIES THROUGHOUT THE CITY, FOR THE PURPOSE OF CONNECTING COMMUNITIES AND REVITALIZING EXISTING FACILITIES; PROVIDING FOR THE POSTING OF A NOTICE OF PUBLIC HEARING; APPROVING THE FORM OF AND DIRECTING THE POSTING OF A NOTICE OF ELECTION AND THE BALLOT PROPOSITION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City of St. George, Utah (the "City") desires to finance all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities (collectively, the "Project"); and

WHEREAS, the City does not have on hand money to pay for all of the costs of the Project and the Council has determined to finance the cost thereof through the issuance of up to $29,000,000 of its General Obligation Bonds (the "Bonds"); and

WHEREAS, the Council desires to submit a proposition concerning the issuance of the Bonds to the vote of the qualified electors of the City pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and applicable provisions of the Utah Election Code, Title 20A, Utah Code Annotated 1953, as amended (collectively, the "Act");

NOW, THEREFORE, It Is Hereby Resolved by the Council as follows:

Section 1. Definition of Terms. The terms defined or described in the recitals hereto shall have the same meaning when used in the body of this Resolution.

Section 2. Election Call. On November 21, 2023, there shall be held in the City of St. George, Utah a special bond election (the "Bond Election"), between the hours of 7:00 a.m. and 8:00 p.m., at which there shall be submitted to the qualified electors of the City the proposition appearing in the ballot proposition portion of the Notice of Election as substantially set out in Section 6 hereof (as may be appropriately and legally updated, modified, corrected or completed).

Section 3. Voting Places and Election Judges. For purposes of the Bond Election, the voting methods, the voting precincts, the voting places, the election judges,

alternate judges and poll workers to serve at said voting places shall be the same as those established for the general election held that day.

Section 4. Authorization and Reimbursement of Expenses. The Bond Election shall be conducted and the registration therefore shall be governed in conformity with the laws of the State of Utah, including particularly the Act, and the officials of the City of St. George and Washington County, Utah (the "County") as applicable, shall and are hereby authorized and directed to perform and do all things necessary to the proper calling and conduct of the Bond Election and the canvass of the results thereof.

In the event the proposition for the Bonds is approved at the Bond Election, the City reasonably expects to reimburse itself from proceeds of debt to be incurred by the City, capital expenditures advanced for the acquisition and construction of the improvements herein described in a principal amount of not more than $29,000,000.

Section 5. Public Hearing. The Council shall hold a public hearing on October 19, 2023 to receive input from the public with respect to (a) the issuance of the Bonds and (b) the potential economic impact that the improvements, facilities, or properties to be financed in whole or in part with proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first posted and shall not be sooner than thirty (30) days or later than five (5) business days before the first posting of the Notice of Election as described in this Resolution, such notice to be posted (i) on the Utah Public Meeting Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the City's official website and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City. The "Notice of Public Hearing" shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on July 20, 2023, the City Council (the "Council") of the City of St. George, Utah (the "City"), adopted a resolution (the "Resolution") in which it authorized the calling of an election (the "Election") concerning a proposition for the issuance of the City's General Obligation Bonds (the "Bonds") and called a public hearing to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the improvements, facilities or properties financed in whole or in part with the proceeds of the Bonds (see below) may have on the private sector.

TIME, PLACE, AND LOCATION OF PUBLIC HEARING

The Council shall hold a public hearing on October 19, 2023, at the hour of _____ p.m. in the St. George city offices, located at 175 East 200 North, St. George, Utah. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS, MAXIMUM AMOUNT AND SECURITY

The Bonds are to be issued in the aggregate principal amount of not to exceed $29,000,000 for the purpose of financing all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities and paying costs of issuance of the Bonds. The Bonds shall be secured by ad valorem property taxes of the City to the extent authorized by law.

The Bonds may be issued in one or more series and be sold from time to time, all as the Council may determine.

DATED this July 20, 2023.

/s/ Christina Fernandez
City Recorder

(To be posted no less than 14 days before the public hearing.)

Section 6. Notice of Election. In accordance with Section 11-14-202 of the Act, a notice of the Bond Election shall be (i) posted in a place within the boundaries of the City of St. George, Utah that is most likely to give notice to the voters within the City's bounds (the "Location"), at least 21 days before the Bond Election, (ii) posted on the Utah Public Meeting Notice website (http://pmn.utah.gov) for three weeks before the Bond Election and (iii) posted on the City's official website for at least three weeks before the Bond Election. The Council directs the Election Officers (defined herein) to select the Location meeting this criteria.

In addition, the Election Officers (defined herein) are to (i) publish the sample ballot before the election as required in Section 20A-5-405 of the Act and (ii) publish notice of and perform the election voting device and tabulation equipment test procedures as required by Section 20A-4-104 of the Act.

The Bond Election notice shall be given in substantially the following form (with such completion, amendments, updates, changes, additions or alterations as may be required to conform such notices to the Act (including amendments thereto prior to such posting) and actual election information or calendar items to be confirmed prior to the posting of such notice)):

ELECTION NOTICE

To all qualified electors of the City of St. George, Utah:

Take notice that on November 21, 2023 between the hours of 7:00 a.m. and 8:00 p.m., a special bond election (the "Bond Election") will be held in the City of St. George, Utah (the "City") in conjunction with the general election to be held that day.

Information regarding polling places for each voting precinct, each early voting polling place, and each election day voting center, including changes to the location of a polling place and the location of an additional polling place, may be found at the Statewide Electronic Voter Information Website at vote.utah.gov or at the Washington County Clerk/Auditor's Website at https://www. https://www.washco.utah.gov/departments/clerk-auditor/ or at the City of St. George's Website at https://www. https://www.sgcity.org.

To obtain information regarding the location of a polling place, voters may also call 435-627-4000.

The Election will be held for the purpose of submitting the following ballot proposition:

OFFICIAL BALLOT PROPOSITION FOR THE
CITY OF ST. GEORGE, UTAH
SPECIAL BOND ELECTION

NOVEMBER 21, 2023

/s/ Christina Fernandez
City Recorder

PROPOSITION

Shall the City Council (the "Council") of the City of St. George, Utah (the "City"), be authorized to issue General Obligation Bonds (the "Bonds") in a principal amount not to exceed Twenty Nine Million Dollars ($29,000,000) to pay all or a portion of the costs of acquiring, constructing, and improving Trails, Parks, and Recreation facilities and amenities throughout the city, for the purpose of connecting communities and revitalizing existing facilities; said Bonds to be due and payable in not to exceed twenty-five (25) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds: If the Bonds are issued as planned (and without regard to the existing taxes currently paid for existing bonds ("Existing Bonds") that will be retired an annual property tax sufficient to pay debt service on the Bonds will be required over a period of twenty-five (25) years in the estimated amount of $32.21 per year on a $584,740 primary residence and in the estimated amount of $58.57 per year on a business or secondary residence having the same value.

As noted above, The City has Existing Bonds for which a tax decrease would occur upon the retirement of the same. The combination of the scheduled retirement of the Existing Bonds and the issuance of the proposed bonds, as planned, is expected to result in no property tax increase ($0.00) on a primary residence or business property within the City from current property tax levels.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City of St. George, Utah.

FOR THE ISSUANCE OF BONDS (YES) ☐

AGAINST THE ISSUANCE OF BONDS (NO) ☐

Pursuant to applicable provisions of Utah State law, the period allowed for any contest of the Bond Election shall end forty (40) days after December 5, 2023 (the date on which the returns of the Bond Election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint meeting the requirements of applicable law

is filed with the Clerk/Auditor of the District Court of Washington County within the prescribed forty (40) day period.

GIVEN by order of the City Council of the City of St. George, Utah.

By: /s/ Michele Randall
Mayor

ATTEST:

By: /s/ Christina Fernandez
City Recorder

Section 7. Mailing of Voter Information Pamphlet. The Council hereby directs the City Recorder of the City of St. George, Utah (the "City Recorder") to mail at least fifteen (15) but not more than forty-five (45) days before the scheduled Bond Election, a voter information pamphlet or a notice printed on a postage prepaid, preaddressed return form that a person may use to request delivery of a voter information pamphlet by mail, to each household with a registered voter who is eligible to vote on the Bonds. Said voter information pamphlet shall include, in the following order: (a) the date of the Bond Election, (b) the hours during which the polls will be open, (c) the address of the Statewide Electronic Voter Information Website and, if available, the address of the Washington County Clerk/Auditor's official website, and the City Recorder's official website, with a statement indicating that the Election Officers will post on the official website the location of each polling place for each voting precinct, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and the location of an additional polling place; (d) a phone number that a voter may call to obtain information regarding the location of a polling place; (e) the title and text of the ballot proposition, and (f) an explanation of the property tax impact, if any, of the issuance of the Bonds which may be based upon information the Council determines to be useful, including (i) expected debt service on the Bonds to be issued, (ii) a description of the purpose, remaining principal balance, and maturity date on any outstanding general obligation bonds of the City, (iii) funds other than property taxes available to pay debt service on general obligation bonds, (iv) timing of expenditure of Bond proceeds, (v) property values and (vi) any additional information the Council determines may be useful to explain the property tax impact of issuance of the Bonds.

Section 8. Compliance with the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended. The City shall comply with the requirements of the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended and shall post the arguments and rebuttal arguments as required by such act on the Statewide Electronic Voter Information Website as described in Section 20A-7-801, Utah Code Annotated 1953, as amended, for thirty (30) consecutive days before the Bond Election. The City shall further post all arguments and rebuttal arguments in a prominent place on the City's official website for thirty (30) consecutive days before the Bond Election. If the City has a newsletter published between finalization of the arguments and rebuttal arguments and the date of the Bond Election, it shall further post arguments and rebuttal arguments in such newsletter. When posting the argument and rebuttal argument, the City Recorder shall ensure that: (a) a rebuttal argument is posted in the same manner as a direct argument; (b) each rebuttal argument follows immediately after the direct argument that it seeks to rebut; and (c) information regarding the public meeting (described in the next sentence), follows immediately after the posted arguments, including the date, time, and place of the public meeting. The City shall conduct a public meeting on October 19, 2023, a date which is no more than forty-five (45), but at least four (4), days before the Bond Election, beginning at the hour of ____ p.m. at 175 East 200 North, St. George, Utah. The purpose of the meeting is to hear arguments for and against the issuance of the Bonds. Information regarding this public meeting shall follow immediately after the posted arguments set forth on the Statewide Electronic Voter Information Website and

the City's official website described herein. Within three days following the public meeting, the City will post a digital audio recording of the meeting on its official website and at the primary office of the City.

Section 9. Election Supplies and Ballots. The ballots to be used at the Bond Election shall comply in all respects with the requirements of the Act at the time of the Bond Election, including, but not limited to, Title 20A, Chapter 6 and Section 11-14-206 of the Act, and the proposition and election instructions with respect to the Bond Election shall be in substantially the form contained in the Election Notice set forth in Section 6 hereof.

Section 10. Appointment of Election Officers. Pursuant to Sections 20A-1-102 and 20A-5-400.5 of the Act, the County Clerk/Auditor of Washington County and the City Recorder will act as election officers (the "Election Officers"). Other officials of the City are hereby directed and authorized to coordinate with the Election Officers as required for the Bond Election. The Election Officers shall be authorized and directed to give appropriate notices as required by the Act.

Section 11. Canvass. The ballots shall be counted and the results delivered to the City in accordance with the procedures of Title 20A, Chapter 4, of the Act. The Council shall meet as a Board of Canvassers no sooner than seven (7) nor later than fourteen (14) days after the date of said election, currently set for Thursday, November 30, 2023, at ____ p.m., at the regular meeting place of the Council in the City of St. George, Utah, and if the majority of the votes cast at the Bond Election are in favor of the propositions submitted, then the City Recorder shall cause an entry of that fact to be made upon its minutes. Thereupon the Council shall be authorized and directed to issue such Bonds.

Section 12. Severability. It is hereby declared that all parts of this resolution are severable, and if any section, clause, or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this resolution.

Section 13. Conflict. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

Section 14. Captions. The headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions or sections of this resolution.

Section 15. Recording of Resolution; Effective Date; Notice to Lieutenant Governor and Election Officers. Immediately after its adoption, this Resolution shall be signed by the Mayor and City Recorder, shall be recorded in a book for that purpose, and shall take immediate effect. The City Recorder shall immediately furnish a certified

copy of this Resolution to the Lieutenant Governor and the Washington County Clerk/Auditor in accordance with Section 11-14-201 of the Act by no later than September 7, 2023, a date at least 75 days before the Bond Election.

Section 16. Further Authority. The Council hereby authorizes the City Recorder to make changes to any notice or the ballot proposition described herein to complete the same, cure any ambiguity or defect therein or to make any other changes to such notice or ballot proposition as may be required or allowed by the laws of the State of Utah.

PASSED AND APPROVED this July 20, 2023.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

Pursuant to motion duly made and seconded, the meeting was adjourned.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Christina Fernandez, hereby certify that:

(a) I am the duly qualified and acting City Recorder of the City of St. George, Utah (the "City");

(b) the above and foregoing constitutes a true and correct copy of a portion of the minutes of a regular meeting of the City Council of the City of St. George, Utah, including a resolution adopted at said meeting held on July 20, 2023, as said minutes and resolution are officially of record in my possession;

(c) a certified copy of the within Resolution will be filed with the Lt. Governor and the Washington County Clerk/Auditor, as Election Officers, as described herein;

(d) the Resolution, with all exhibits attached, was deposited in my office on July 20, 2023;

(e) pursuant to the Resolution, a Notice of Public Hearing will be posted on the Utah Public Notice website (http://pmn.utah.gov) no less than 14 days prior to the Public Hearing; and

(f) pursuant to the Resolution, an Election Notice will be (i) posted in the Location determined by the Council in the foregoing resolution, (ii) posted on the Utah Public Meeting Notice website (http://pmn.utah.gov) and (iii) posted on the City's official website, with each such posting being at least three weeks before the Bond Election.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of the City of St. George, Utah, this July 20, 2023.

(SEAL)

By:_____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Christina Fernandez, the undersigned City Recorder of the City of St. George, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the City Council (the "Council") of the City on July 20, 2023, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted in _____ at the principal office of said Council, (ii) posted on the Utah Public Notice Website (http://pmn.utah.gov) and (iii) posted on the City's official website.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the Council this July 20, 2023.

(SEAL)

By:_____
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

Agenda Date: 07/20/2023 **Agenda Item Number:** 05

Subject:

Consider approval of the St. George Arts Commission's RAP Tax art grants distribution list.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 E 200 N

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

Each year since the approval of RAP Tax, the St. George Arts Commission receives. and reviews grant applications from local cultural non-profits. The St. George Arts Commission met on Thursday, May 25th, 2023 to discuss applications for RAP Tax Grants in the 2023-2024 fiscal year. The Commission received and reviewed 27 applications for funds this year, totaling $444,048 in requests and has recommended allocations totaling $250,000.

Staff Narrative (need/purpose):

The organizations who applied serve all the artistic and cultural forms that make St. George such a vibrant city. There are dance organizations, theater, history, music, film, fine arts, and more. Through the work of these entities and the grants provided by RAP Tax, tens of thousands of St. George residents have the opportunity to engage in and be impacted by the arts.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: $250,000

Amount approved in current FY budget for item: $250,000

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

N/A

Description of funding source:

Rap Fund

Recommendation (Include any conditions):

approval

ST.GEORGE
ARTS COMMISSION

Mayor Randall and City Council Members,

The St. George Arts Commission met on Thursday, May 25th, 2023 to discuss applications for RAP Tax Grants in the 2023-2022 fiscal year.

The Commission received and reviewed 27 applications for funds this year, totaling $444,048 in requests. The organizations who applied serve all the artistic and cultural forms that make St. George such a vibrant city. There are dance organizations, theater, history, music, film, fine arts, and more. Through the work of these entities and the grants provided by RAP Tax, tens of thousands of St. George residents have the opportunity to engage in and be impacted by the arts. I am so grateful and thrilled to be a part of a community that has a sculpture around every corner, a dancer on every street, and a gallery in every building. St. George is a gateway to parks and a destination for the arts. Thank you for your continued support of these programs and organizations.

The St. George Arts Commission is pleased to recommend the distribution of RAP Tax Grant monies, totaling $250,000, as listed on the following page.

With gratitude,

Peyton Smith
Community Arts Manager
435-627-4516 | peyton.smith@sgcity.org

ST.GEORGE ARTS COMMISSION

Organization Name	Requested	Recommended
General Operating Support Grants		
Harry Bertoia Foundation	$3,000	$1,000
All American Cloggers	$9,000	$5,600
Encore Performing Arts	$25,000	$5,000
Zion Youth Symphony Orchestra	$2,999	$3,000
The Stage Door	$19,325	$15,000
So U Comedy Theater Company	$6,000	$5,500
St George Jazz	$20,000	$20,000
Southern Utah Heritage Choir	$25,000	$15,000
Dixie Watercolor Society	$10,000	$5,000
Utah Tech University Sears Art Museum	$30,000	$16,000
DinosaurAH!torium	$8,000	$5,000
Lieto	$5,000	$5,000
St. George Children's Museum	$35,000	$10,000
St. George Chamber Singers/St. George Children's Choir	$7,500	$5,000
Western Sky Aviation Warbird Museum, Inc.	$10,000	$8,000
St George Dance Company	$26,000	$15,000
Southern Utah Art Guild, Inc	$8,000	$7,000
The Cox Performing Arts Center presents the Celebrity Concert Series/UT Live	$35,000	$16,000
Film and Media Alliance of Southern Utah	$25,000	$15,000
The Southwest Symphony Orchestra	$30,000	$20,000
St. George Musical Theater	$50,000	$20,000
Project Specific Grants		
Washington County Daughters of Utah Pioneers	$3,000	$3,000
Utah Old Time Fiddlers and Country Music Association	$3,324	$3,300
Arts to Zion L3c	$8,500	$3,000
Castle Rock Music Camp - Utah Tech University Music Department	$9,900	$6,500
Exchange Club of St. George Foundation	$9,500	$7,500
Art Around the Corner	$20,000	$9,600
TOTALS	$444,048	$250,000

Agenda Date: 07/20/2023 **Agenda Item Number:** 06

Subject:

Consider approval of Resolution No. 2023-007R entering into an Interlocal Agreement with the County for the 2023 Byrne Justice Assistance Grant (JAG) Program Award.

Item at-a-glance:

Staff Contact: Taft Tracy

Applicant Name: City of St. George Police Department

Reference Number: N/A

Address/Location:

265 E 200 N

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

The St. George Police Department is applying to receive the 2023 Department of Justice, Edward Byrne Memorial Justice Assistance Grant, (JAG) award. The $30,781 award will be used to purchase defensive tactics training mats to provide added protection for officers during dynamic training scenarios, SWAT level ballistic vests and accessories will be purchased for the departments SWAT team for the additional personnel that are being added to the team for response to critical incidents, and rifle plates and carriers are to be purchased for the School Resource Officers to have available to them in their respective school offices. This is needed so the SRO has immediate access to rifle rated ballistic protection when responding to active threats within their schools. The interlocal agreement is part of our application process and has been signed by Washington County and St. George City each year we have applied for the grant. Staff recommends approval of the resolution.

Staff Narrative (need/purpose):

The St. George Police Department is applying to receive the 2023 Department of Justice, Edward Byrne Memorial Justice Assistance Grant, (JAG) award. The $30,781 award will be used to purchase defensive tactics training mats to provide added protection for officers during dynamic training scenarios, SWAT level ballistic vests and accessories will be purchased for the departments SWAT team for the additional personnel that are being added to the team for response to critical incidents, and rifle plates and carriers are to be purchased for the School Resource Officers to have available to them in their respective school offices. This is needed so the SRO has immediate access to rifle rated ballistic protection when responding to active threats within their schools. The interlocal agreement is part of our application process and has been signed by Washington County and St. George City each year we have applied for the grant.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approving the resolution entering into the Interlocal Agreement.

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ENTERING INTO AN INTERLOCAL COOPERATION AGREEMENT WITH WASHINGTON COUNTY REGARDING THE 2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

WHEREAS, the City of St. George ("City") and Washington County ("County") desires to enter into an agreement titled: Interlocal Cooperation Agreement between the City of St. George and Washington County 2023 Byrne Justice Assistance Grant (JAG) Program Award; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services of functions under this agreement.

NOW THEREFORE, BE IT RESOLVED that the attached "Interlocal Cooperation Agreement between the City of St. George and Washington County 2023 Byrne Justice Assistance Grant (JAG) Program Award" is hereby entered into. This resolution is effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this 20th day of July, 2023.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan N Dooley, Assistant City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ST. GEORGE AND COUNTY OF WASHINGTON

2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____day of_____, 2023_, by and between The COUNTY of Washington, acting by and through its governing body, the Washington County Commission, hereinafter referred to as COUNTY, and the CITY of St. George, acting by and through its governing body, the St. George City Council, hereinafter referred to as CITY, both of Washington County, State of Utah, witnesseth:

WHEREAS, this Agreement is made under the authority of the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, (1953, as amended): and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY $___0____ from the JAG award per the allocation for local solicitation

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of $___0____ of JAG funds. The City is Awarded $30,781.00.

Section 2.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Federal Tort Claims Act.

Section 4.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 7.

It is the intent of the participants that this agreement does not create a separate legal entity to provide for its administration.

CITY OF ST. GEORGE

_____
Michele Randall
Mayor

ATTEST:

_____
Christina Fernandez
City Recorder

APPROVED AS TO FORM:

_____
Ryan N Dooley
Assistant City Attorney

WASHINGTON COUNTY

_____
Victor Iverson, Chair
Washington County Commission

ATTEST:

_____
Ryan Sullivan
Clerk/Auditor

APPROVED AS TO FORM:

_____
Eric Clarke
County Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Agenda Date: 07/20/2023 **Agenda Item Number:** 07

Subject:

Consider approval of Resolution No. 2023-008R authorizing the Mayor to sign the Interlocal Cooperation Agreement for Facility Rentals between City of St. George and Washington County School District.

Item at-a-glance:

Staff Contact: Ryan N. Dooley

Applicant Name: Shane Moore

Reference Number: NA

Address/Location:

NA

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

The City and the School District have allowed each other to rent its facilities over the years free of charge. This Interlocal Agreement formalizes this practice by reducing it to writing.

Staff Narrative (need/purpose):

Senior leadership of both the City and WCSD has experienced or will experience retirement, the Parties desire to reduce the historical practice of not charging each other a facility rental fee to writing.

Name of Legal Dept approver: Ryan N. Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Approve the resolution authorizing the Mayor to sign the Interlocal Agreement as presented.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON COUNTY SCHOOL DISTRICT AND THE CITY OF ST. GEORGE FOR FACILITY RENTALS

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements for joint and cooperative action; and

WHEREAS, each of the Parties is a public agency as defined in Title 11, Chapter 13, Utah Code Annotated, and is authorized to enter into this Agreement; and

WHEREAS, City and District have traditionally not charged each other a facility rental fee; and

WHEREAS, District has enacted Policy 5200 which designates City as a Category 2 on its rental fee schedule; and

WHEREAS, City and District have worked well and closely with each over the decades that neither Party felt it necessary to reduce its rental fee schedule with each other to writing; and

WHEREAS, now that senior leadership of both Parties has experienced or will experience retirement, the Parties desire to reduce the historical practice of not charging each other a facility rental fee to writing; and

WHEREAS, the Parties desire to enter into an Agreement; and

WHEREAS, the Parties, through their respective governing bodies, have determined that the interests and welfare of the general public will best be served by this Agreement; and

WHEREAS, the City of St. George determines and finds that the interests, welfare, and safety of the general public will best be served by this Agreement;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of St. George that it authorizes the Mayor to enter into the Agreement attached as Exhibit A.

This resolution shall be effective on the date it is adopted.

PASSED AND ADOPTED by the St. George City Council this 20th day of July, 2023.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Ryan N. Dooley, Assistant City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

INTERLOCAL COOPERATION AGREEMENT
FOR FACILITY RENTALS BETWEEN CITY OF ST GEORGE
AND WASHINGTON COUNTY SCHOOL DISTRICT

This Interlocal Cooperation Agreement (hereinafter referred to as "Agreement") is entered into by and between the City of St. George, a Utah municipal corporation (hereinafter individually referred to as "City"), and Washington County School District, a body corporate and politic of the State of Utah (hereinafter “District"), hereinafter collectively referred to as "Parties."

RECITALS:

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, authorizes public agencies, including political subdivisions of the State of Utah, to enter into mutually advantageous agreements for joint and cooperative action; and

WHEREAS, each of the Parties is a public agency as defined in Title 11, Chapter 13, Utah Code Annotated, and is authorized to enter into this Agreement; and

WHEREAS, City and District have traditionally not charged each other a facility rental fee; and

WHEREAS, District has enacted Policy 5200 which designates City as a Category 2 on its rental fee schedule; and

WHEREAS, City and District have worked well and closely with each over the decades that neither Party felt it necessary to reduce its rental fee schedule with each other to writing; and

WHEREAS, now that senior leadership of both Parties has experienced or will experience retirement, the Parties desire to reduce the historical practice of not charging each other a facility rental fee to writing; and

WHEREAS, the Parties desire to enter into an Agreement; and

WHEREAS, the Parties, through their respective governing bodies, have determined that the interests and welfare of the general public will best be served by this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein, and further valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT:

1. **Purpose:** The purpose of this Agreement is to establish that the City and District generally do not charge each other a facility rental fee as City is classified as Category 2 on the District's rental fee schedule and that City's fee schedule is reciprocal.
2. **Facility Rental Fee:** Each Party agrees to waive the facility rental fees for each other as outlined in District's Policy 5200.
3. **No Separate Entity Created.** This is an Agreement for joint and cooperative action of the Parties and no separate entity is created.
4. **Term:** The term of this Agreement shall be five (5) years from the effective date.
5. **Renewal:** This Agreement shall renew for successive one (1) year periods unless a Party gives ninety (90) days written notice prior to the renewal date.
6. **Effective Date.** This Agreement becomes effective upon the adoption of a resolution approving this Agreement by the governing body of each of the Parties and the Agreement is filed with the keeper of the records of each of the Parties.
7. **Indemnification**. Each of the Parties agrees to hold the others harmless and to indemnify the others for the acts of its employees, officers, and agents.
8. **Governing Law; Modification of Agreement**: All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties hereto shall

be governed by the laws of the State of Utah. This Agreement may not be amended, changed, modified, or altered except by an instrument in writing, approved and executed by the governing bodies of each of the Parties hereto.

9. **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 by 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.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates listed below.

CITY OF ST. GEORGE	**WASHINGTON COUNTY SCHOOL DISTRICT**
_____	_____
Mayor Michele Randall	Board Chair
Date:_____	Date:_____
ATTEST:	ATTEST:
_____	_____
City Recorder	Clerk

APPROVED AS TO FORM:

_____

Ryan N. Dooley, Asst. City Attorney

APPROVED AS TO FORM:

_____

Counsel

Agenda Date: 07/20/2023 **Agenda Item Number:** 08

Subject:

Consider approval of Ordinance No. 2023-003 amending Title 10-8D-1 of the St. George City Code to add Food Truck Park as a permitted with standards use, to amend Title 10-17A to add Food Truck Park along with its specific standards, and to amend Title 10-19-5 to add off-street parking requirements for Food Truck Parks for a project to be called Food Truck Park. Case No. 2023-ZRA-002

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Yori Ludvigson

Reference Number: 2023-ZRA-002

Address/Location:

N/A

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

Food Trucks are permitted within the City of St. George as a portable or mobile unit. They are allowed on private property with an existing business on the lot, and the owner must provide a route of their intended points of sale. The gathering of food trucks on a vacant lot, or food truck parks, are not permitted within the City at this time. At the May 9, 2023, Planning Commission meeting, a public hearing was held for this item, but before a motion was made this item was continued. The Planning Commissioners wanted staff to meet with our Pretreatment Department to discuss the requirement of commissary kitchens and grease interceptors. For the June 27, 2023, Planning Commission meeting, staff did alter the requirements to remove the requirement for commissary kitchens, but to keep the requirement for grease interceptors at Food Truck Parks. There again was much discussion at the meeting. At this meeting, the discussion concerning grease interceptors and overnight parking continued. The applicant brought up his concerns about the requirement of all Food Truck Parks to require grease interceptors because it seemed cost-prohibited for small Food Truck Parks with three trucks or less. The Planning Commissioners discussed this topic at length, but in the end recommended approval of the ordinance as presented by staff. Please refer to Exhibit B for the minutes of the May 9th and June 27th Planning Commission meetings.

Staff Narrative (need/purpose):

This proposal will add Food Trucks as a permitted with standards use in the PD-C zone and define the standards for this particular use. In addition this proposal will also update the parking regulations to add requirements for this specific use.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On June 27, 2023, with a 4-2 vote, the Planning Commission recommended approval of the amendment to Title 10-8D-1, 10-17A-19, and 10-19-5 of the City Code to add provisions for Food Truck Parks as a permitted with standards (PS) use in the PD-C zone as presented by staff.

PLANNING COMMISSION AGENDA REPORT: 05/09/2023
PLANNING COMMISSION CONTINUED ITEM: 06/27/2023
CITY COUNCIL AGENDA REPORT: 07/20/2023

ZONING REGULATION AMENDMENT
Food Truck Park
(2023-ZRA-002)

Amendment to Title 10-8D-1
Allowed Uses in the PD-C Zone

Amendment to Title 10-17A
Permitted with Standards and Conditional Uses

Amendment to Title 10-19-5
Off-Street Parking Requirements

REQUEST:
Consider approval of Ordinance No. 2023-00X, amending Title 10-8D-1 of the St. George City Code, to add Food Truck Park as a permitted with standards use, and to amend Title 10-17A to add Food Truck Park along with its specific standards, and to amend Title 10-19-5 to add off-street parking requirements for Food Truck Parks for a project to be called Food Truck Park. (Case No. 2023-ZRA-002)

BACKGROUND:
Food Trucks are permitted within the City of St. George as a portable or mobile unit. They are allowed on private property with an existing business on the lot, and the owner must provide a route of their intended points of sale. The gathering of food trucks on a vacant lot, or food truck parks, are not permitted within the City at this time. This proposal will add this use as a permitted with standards in the PD-C zone and define the standards for this particular use.

At the May 9, 2023, Planning Commission meeting, a public hearing was held for this item, but before a motion was made this item was continued. The Planning Commissioners wanted staff to meet with our Pretreatment Department to discuss the requirement of commissary kitchens and grease interceptors. Staff met with the Pretreatment Department. There was much discussion on what should be required. A commissary kitchen would be a nice addition, but they were okay with them not being required. Currently, each food truck is required to have a grease trap on their truck; however, having a grease interceptor on site would help to ensure that the food trucks are dumping their waste at the proper location. In addition, Section 8-4-14.2 of the St. George City Code states:

Food Service Establishment (FSE): Any building, vehicle, place, or structure, or any room or division in a building, vehicle, place or structure, where: (A) food is prepared, served, or sold for immediate consumption on or in the vicinity of the premises; (B) called for or taken out by customers; or (C) prepared prior to being delivered to another location for consumption.

This Section points out that *any place* (which can refer to the Food Truck Park) that sells food for immediate consumption is considered a Food Service Establishment. Furthermore, all Food Service Establishments require grease interceptors.

For the June 27, 2023, Planning Commission meeting, staff did alter the requirements to remove the requirement for commissary kitchens, but to keep the requirement for grease interceptors at Food Truck Parks. There again was much discussion at the meeting. At this meeting, the discussion concerning grease interceptors and overnight parking continued. The applicant brought up his concerns about the requirement of all Food Truck Parks to require grease interceptors because it seemed cost-prohibited for small Food Truck Parks with three trucks or less. The Planning Commissioners discussed this topic at length, but in the end recommended approval of the ordinance as presented by staff. Please refer to Exhibit B for the minutes of the May 9th and June 27th Planning Commission meetings.

Proposed Changes:
The proposed revisions to Title 10 are shown below:

Title 10-8D-1

Allowed Uses

	PD-AP	PD-C	PD-M	PD-MU
Food Truck Park		PS		

Title 10-17A-19 Food Truck Parks

Food Truck Parks shall meet the following additional standards:

A. Lot Requirements:
   1. All parcels dedicated to Food Truck Parks shall meet the lot size and width requirements of the zone in which it is located.
   2. No Food Trucks shall be allowed to remain on site between the hours of 12:00 AM to 6:00 AM. All Food Trucks shall be removed from the site when not open for business serving customers.

B. Site Improvements:
   1. A staff-approved wastewater disposal facility is required.
      a. The facility shall include a properly sized grease interceptor in accordance with Title 8-4-14 of City Code with the minimum

allowable size of 1,000 gallons, larger food truck parks may require a larger size.
    b. The facility must meet Utah Code R392-301-6(2)(b) & (c).
    c. Approval of the grease waste clean out is required.
2. Public restrooms are required onsite.
3. Main access shall be permitted only from a public street.
4. All Food Trucks are required to park on designated paved pads.
5. All Food Truck Parks shall have an approved site plan before opening. The site plan must include the following:
    a. Location and orientation of each vendor pad
    b. Location of access(es) to public street
    c. Location of trash enclosures
    d. Size and Location of seating areas
    e. Landscaping in accordance with Title 10-23 of City Code
    f. The location of all proposed activities on site
    g. Vehicle and pedestrian circulation
    h. Location of required parking
    i. Lighting Plan in accordance with Title 10-14 of City Code
    j. Sign Plan in accordance with Title 10-13 of City Code
    k. Utility plan in accordance with Title 10-8-3, including the location of all utility hookups provided for each pad
    l. Location of all permanent structure
    m. If a commissary kitchen is included in the Food Truck Park, the purpose and use of the kitchen will need to be provided
    n. Wastewater management plan

C. Each Food Truck shall have an active business license in accordance with Title 3, Chapter 2R of City Code and Utah Code §11-56-103. Each Food Truck Park shall have an active business license in accordance with Title 3-1 of City Code.

D. All proposed activity within a Food Truck Park shall not occur within a dedicated public right-of-way.

E. Food Truck Parks shall be managed by a common manager or entity.

F. Food Truck Parks are not permitted to operate drive-thru services.

Title 10-19-5 Nonresidential Area Requirements

Food Truck Parks	3 spaces per food truck

RECOMMENDATION:

On May 9, 2023, the Planning Commission held a public hearing for this Zoning Regulation Amendment to add Food Truck Parks, and on June 27, 2023, with a 4-2 vote, the Planning Commission recommended approval of the amendment to Title 10-8D-1,

10-17A-19, and 10-19-5 of the City Code to add provisions for Food Truck Parks as a permitted with standards (PS) use in the PD-C zone as presented by staff.

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 the Zoning Regulation Amendment to Title 10-8D-1, 10-17A-19, and 10-19-5 of the City Code to add provisions for Food Truck Parks as a permitted with standards (PS) use in the PD-C zone as recommended by the Planning Commission.

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
Applicant's Narrative

We are asking that you amend the zoning ordinance to allow food truck parks. We are requesting to have a food truck park at 185 N Bluff Street St George. We will build a commercial kitchen that will be designed for food trucks. This will offer community food trucks a commissary especially for food trucks. We will also build public restrooms. We will have adequate parking, power, water, dump stations, garbage, pest/rodent control, covered seating, and a safe enverment for the whole family to enjoy.

Food Truck Parks have become very popular across America & here in Utah. St George has gone from a handful of food trucks to many food trucks in town. A food truck park will help the city and health department regulate and inspect food trucks at one location. St George will now also have a commissary designed for food trucks. This will be a bright spot for locals & visitors to St George to enjoy great food with many different options provided by local food trucks. This new food truck ordinance will help the city regulate the quick expansion of so many food trucks now in the area.

St George City Food Truck Park Ordinance.

All Mobile Food Units shall obtain all applicable permits and inspections from the City of St George (including Fire Department) and the Public Health District

All Mobile Food Units shall be removed from the Food Truck Park upon closing of the park. If a commissary is provided on-site and the Mobile Food Unit is approved to use the site's commissary, then the Mobile Food Unit will not have to be removed from the site.

On-site Manager: There must be a designated manager of the site that is responsible for the orderly organization of Mobile Food Units, the cleanliness of the park, and the site's compliance with all rules and regulations during business hours.

Mobile Food Units shall not be parked on unimproved surfaces and at a minimum be parked on compacted gravel base.

Parking will be provided by the food truck park and breaks down accordingly. 100 square feet equals 1 parking spot. Also a 10' x 10' landing area in front of each food truck. The community seating area offers 1 parking spot for every 150 square feet.
For example if a food truck was 8' x 25' total of 200 square feet it would require 2 parking places. Then a 10' x 10' landing area of 100 square feet would require 1 more parking place. If the community seating was 30' x 30' total if 900 square feet it would require 6 parking places.

Signs: On-premise signs are permitted at the entrance(s) identifying the Food Truck Park and advertising the trucks in the park. Each Food truck/trailer may have one A-fram type sign 36" by 24" or less for menu/advertisement.

Park owners are encouraged to provide for an aesthetically-pleasing environment which includes shade and seating

A platted plan of the proposed site and the boundaries thereof;

a. The location of each proposed permanent structure on the site and pads for Mobile Food Units, and identification of any proposed outdoor entertainment locations and fixed seating areas.
b. The location, width, of driving lanes, parking and Mobile Food Unit pads;
c. The location of fire hydrants;
d. The dimensions and capacities of parking areas and loading areas including (ADA);
e. All pedestrian walks, patios and open areas for use by tenants or the public;
f. Location of the parks waste receptacle;
g. Location of buildings, including location of restrooms;
h. Location and type of electrical outlets, water hookups and waste dumps provided for each corresponding pad site.

The number of food truck/trailer spaces allowed at a food park is a minimum of two and a maximum of ten.

There shall be a minimum of five (5) feet of separation between each individual food truck/trailer vendor.

During hours of operation, each food truck/trailer vendor shall be responsible for providing a trash receptacle for use by customers and shall ensure the area is kept clear of litter and debris at all times. A common dumpster will be provided within the food truck park.

The Food truck park management will be responsible for rodent and insect control.

The food truck park may establish a permanent structure for covered seating, entertainment venue, or similar purposes provided the structures comply with all applicable requirements.

Each food truck park shall provide facilities to accommodate for a minimum of two (2) restrooms. Temporary portable restroom facilities may be considered while building restrooms.

On-site lighting shall be provided within a food truck park and shall be in accordance with exterior lighting standards, with exception that string lights shall be permitted throughout a food truck park. String lights shall adhere to the UL standards and shall not be placed in a manner

Greg Yori Ludvigson
Signature of Applicant

EXHIBIT B
Minutes from May 9, 2023 PC Meeting

ZONING REGULATION AMENDMENT (ZRA) (*Public Hearing)* Legislative

Consider a request to amend portions of the City Code, to add Food Truck Park as a use and to allow this use as permitted with standards use in the C-2, C-3 and/or C-4 zone. The applicant is Yori Ludvigson. Case No. 2023-ZRA-002. (Staff – Carol Winner)

Carol Winner presented the following:

Carol Winner – Right now we allow food trucks, we don't allow food truck parks. We don't really have a place where they would be able to gather in one spot. This is to allow for permission to allow this. We looked into adding it to the Commercial Districts and we decided to add it to the PD-C section. We will need to change the code for that section as well as the permitted with standards section and the off-street parking section as well.

Chair Fisher – I thought you said you talked about adding to the commercial zones, why just the PD-C zones?

Carol Winner – If we put it in the PD-C zones it allows the Council to control what will be put in and to add any conditions that they may require. Carol went through the proposed requirements that are included in the packet. The regulations that you are seeing are regulations that the applicant has put forth, then staff worked with, and these are what staff is comfortable with. I do know that the applicant has some issues with the operating hours, and he will present his case after I finish. The reason why staff indicated that trucks cannot be at the food truck park between 12:00 am and 6:00 am is 1. They have a chance to do the proper disposal at the proper disposal station for their waste and 2. It obviously keeps the food trucks mobile, because food trucks are mobile in nature, and we don't want it to be a permanent structure there and 3. We feel if a food truck was allowed to stay in the park then we would need to drastically increase the parking requirement. You no longer have a food truck going and bringing their group with them, the staff would be driving cars to get to the food truck to work.

Commissioner Fisher – Would it be fair to summarize that they are required to provide the same things a building would need to provide?

Carol Winner – Yes.

Yori Ludvigson – Here are some of the advantages of a food truck park. We would build a commercial kitchen. This will allow food trucks to prep food here, right now there is only one place in town Catering Concepts that everyone is trying to use now. There really won't be a need for the trucks to leave at night because you will have everything onsite. They will be able to dump onsite because we will have utilities, kitchen, and bathrooms onsite. We will have 2 food trucks that we run and then there will be others

that will rotate through. As we met with the City and the Public Health Department then they wanted a commissary kitchen onsite.

Chair Kemp – But you don't need that onsite, most Commissary kitchens are in the Industrial Parks.

Jami Brackin – It's actually more than just a dump for sewer. That is what we are going to clarify. It is specific waste water that has to be separated from the regular waste water which is why you have the grease separator and why they require that they dump at the Waste Water Treatment Plant right now. They may or may not be able to get that kind of treatment onsite.

Yori Ludvigson – They wouldn't have to move their truck every night because they would have everything right there. It would be just like Catering Concepts, there is a dump right in front of the building and everybody dumps there. Looking at other Cities it's helpful that you have one place for the health department to check trailers. It would help here because everybody is hunting for spots, everybody is in the same boat that way.

Chair Kemp – How many stalls can you fit on there?

Yori Ludvigson – 8 stalls.

Chair Kemp – How will you rotate them through? Will it be who will pay the most, how will it work?

Yori Ludvigson – They will rotate through. I have about everyone in town talk to us already. Obviously, we will leave our trucks there.

Commissioner Rogers – If you have this planned, do you have circulation for a truck pulling a trailer to circulate through and park the trailer?

Yori Ludvigson – Yes. A lot of BBQ trucks are big. Our plan was a 30 x 30 table seating under covered seating. It's a place to hang out. It's clean, it's safe, it's a place to hang out. I don't see the point of making them move every day if they have everything there that they need.

Chair Kemp – How would you feel if you didn't have to leave every night, but you need to rotate them to a different spot every week or two. I think the staff is trying to ensure that it does not become a permanent location on wheels. So instead of saying you have to leave from midnight to 6:00 am, they can stay but they have to rotate to a different spot so that keeps them mobile.

Commissioner Rogers – But if they do that it creates additional parking requirements because it puts a strain on the design to fit everything in there. You park your food truck, then the people working the food truck have to drive their vehicles to the site every day.

Jami Brackin – When we were drafting these we talked to our Waste Water and I'm not sure that they will be able to dump the waste water onsite, all the waste dumped in one location can be a big stress on the system. I'm not sure they are going to approve a dump site. The waste water department may want them to dump it at the waste water department. These trucks may have to leave to go dump anyway and if they have to leave to go dump they may as well go home and keep the mobility of the process.

Commissioner Kemp – We are requiring Mr. Ludvigson 99%, maybe 105% of what we are a brick-and-mortar business. It would be easier to build a small building and have a bunch of outdoor seating, which gets you completely away from the concept of a food truck park. The fact that the pads have to be paved, I don't see why the pads have to be paved. Does the car park have to be paved?

Yori Ludvigson – In other locations it's gravel plus.

Jami Brackin – Food trucks have to be on pavement, under the current regulations.

Discussion continued regarding mobility of the trucks and whether they should be required to move each night.

Commissioner Rogers – I think the rest rooms are a great idea. The commissary kitchen I don't think is necessary, that puts more stress on the developer.

Chair Kemp – This is a proposal you have made and now we are looking at making it code. Every food truck will have to use your recommendations from now on or it will have to change the code.

Yori Ludvigson – My recommendation wasn't to do all that at first, but after talking with the City and the Health Department that has been here is what you need to do. So, we are willing to do that.

Chair Kemp – So if you build all of that then it will be a permanent thing. That's what it will be from now on.

Yori Ludvigson – Yes, so why would I move my truck?

Jami Brackin – The question is what makes this different than a restaurant? Does it need a Commissary, no, that was the proposal, but what are the public safety, health, and welfare that we want? We try to look at this for every possible property. As we go through this and make these recommendations how do you balance the mobility and the fixed site. Also, to balance the parking regulations. In terms of regulating food trucks, the state statute prevent us from regulating the number of days, but not the hours.

Commissioner Fisher – This is an ordinance, it will affect him, and we should listen to what he is trying to propose. But then we should discuss this as an ordinance and see what we are trying to accomplish. It may be that we say that a commissary kitchen isn't necessary.

Yori Ludvigson – It may be that a commissary kitchen wouldn't need to be required maybe make minimum requirements and then if they want to go above and beyond that it's up to them. The average parking spaces throughout the industry for a food truck park is 1.5 spots per truck, we went to 3 because that will be better. We talked with the fire department and made the lanes wider so that we could get the fire trucks through.

Chair Kemp opened the public hearing.

Sydni Ludvigson – I like how you mentioned the integrity, innovation, and efficiency. I think to support your ideas and find creative solutions is great and I think that is exactly what the food truck park is here to do. I love that you guys are willing to work with it and to find the creative solution cause that's what we need. I think right now it's hard to follow the rules. They are already putting out seating. I think a food truck park would make it easier for them to follow the rules. I like what you brought up about having the minimum requirements.

Chair Kemp closed the public hearing.

Commissioner Rogers – I think the idea is a great idea. I am in support of the ordinance minus the specific requirement of a commissary kitchen.

Chair Kemp – It feels like we are creating a restaurant with a big open area, the commissary kitchen would make it like that. Bathrooms, I feel that would be important otherwise you're talking about port a potties. And if you're going to bring bathrooms in then you are already bringing in water, power, and sewer. It feels like there is a lot of stuff in here that makes this not a food truck park, that makes it more of a permanent situation.

Commissioner Andrus – I agree, I think the way that this is written now, they basically meet all the requirements for any other commercial building. I think at the very least they should be able to park their trucks overnight. For me, the bare minimum for a food truck park would be paved pads for the trucks, trash disposal, restrooms, and minimum utilities. I don't know how I feel about landscaping and permanent seating. I like the idea of permanent seating. I think it would be cool to have. The same with landscaping, it would be nice, but I don't necessarily think you have to have it either.

Commissioner Kemp – How do you feel about the garbage requirement? Requiring people to haul off their garbage is required now.

Commissioner Fisher – One thing we need to be careful of is, I get that we are trying to not impose too much burden on what seems to be a transitory business. But the reality is that a park is going to be permanent and that there is always going to be at least one truck will be there. If that is the case, it seems like that everything that would come with a commercial site needs to be there. As far as the commissary kitchen is concerned, the only question I have is it seems like we are requiring it but if Jami is saying that Waste Water isn't going to allow the dumping there.

Jami Brackin – I think they are saying that what would be required to allow all the trucks to dump at the same site is going to be prohibitively expensive and I don't know that the Waste Water folks would approve anything less than that. If you just have a paved lot and you have trucks that come on, that is a commercial enterprise. We still need to have parking and trash and all of those other things that even if it's a paved quarter acre, you are still going to need things. What are you going to have to do? Is that really where you want to store all the vehicles? The public is going to be invited. What will you need?

Commissioner Fisher – If we don't think that it's likely that the Waste Water Treatment would like to see a dumping facility there or that what they would have to put in is very expensive, it seems like to me, if we require the Commissary kitchen then if they can dump I don't know why they would move. Unless as a City we don't want to see another site where they can dump. So really it's two issues, 1. An area where other trucks can come and dump, whether they are serving there or not. 2. Just a location for food trucks to come and conduct business. If there is no kitchen on a park, then the ordinance needs to be different then what it would be if there were a kitchen. And if there is a kitchen then I think there needs to be an additional ordinance that addresses the dumping portion. I don't know that we are there yet with this ordinance. I think we need to decide if we say a kitchen or not.

Chair Kemp – I think the kitchen is a good idea. When we had the food truck discussion there was a concern about driving out to Bloomington to dump because it was a significant time and expense for a truck that gets 4 miles to the gallon. I think you would need to put the bathrooms in, and I think if everyone is going to dump there then you will need to put in a trash enclosure and have the trash dumped.

Commissioner Rogers – I agree with having the dumpster enclosure, but I don't agree that if you are going to have a commissary kitchen that you need to have additional dump sites for the trucks. That increases significantly the cost of the grease separator, and it puts undue stress on the developer. If you put the kitchen in you can put in the sand oil separator for just that kitchen.

Discussion continued regarding dumping.

Commissioner Fisher – It seems to me that we are at separate ordinances. There is no reason to add the expense of the kitchen if we figure out a way to manage the conditions that are created by one or several food trucks in one park with regards to the permanency of that. As much as we want to consider this transitory, it is not, it is permanent. I think we have to have an ordinance that addresses all of those things that are the concerns, just like a commercial building. We want it to be someplace nice, so it's not an eyesore, so we don't see trash. In fact, I think there are more issues concerning these outside-type services than we will have in an actual restaurant because a lot of things can be contained within the walls, and you don't see them. I really think that the burden is going to be a little bit more severe on this type of area because so much will be outside the trucks. That is ok, it is all manageable, but it seems to me that as to the kitchen and the dumping area, we need to separate it into two different ordinances. I think as we

analyze it separately we will start to see more issues than just trucks and dumping. I would rather anticipate the potential problems before we take them out. I think if we don't do that we will create an eyesore. Will it be convenient for people? Sure, but it won't be what we want to see when we are driving down Bluff Street or down the Boulevard. What I would suggest is this might be a little early in the stages. We could perhaps get some more drafting. We need to see it independent of a project and deal with it as a City. I worry about all those areas that are traditional zones that are not PD zones, and they want to have this.

Chair Kemp – What happens when someone wants to do one of these out in one of the industrial parks? I think that the commissary kitchen and some of these other issues, I agree with Nathan, there needs to be some separation to where the code says you can do this but if you want to do more, or if you are in these certain areas, which we will control because it's PD-C then you need to up your game to this and this.

Commissioner Rogers – I am in big support of landscaping trees and tables. In addition to that, if you have that many trucks coming, I think there needs to be a manager's office at the location so that they are there the entire time to manage the trucks. That would be more critical to me than a commissary kitchen, to have somebody onsite. I think that's problematic if you don't, especially if the developer is taking responsibility for the site, for the cleanup.

Discussion on hours of operation or leaving the trucks onsite overnight.

Commissioner Rogers – I see that there could be temporary locations. Washington City is doing a temporary food truck park on Telegraph and Main Street.

Chair Kemp – Maybe staff could take into account temporary or permanent locations.

MOTION: Commissioner Rogers made a motion to continue this item. SECOND: Commissioner Fisher ROLL CALL VOTE: AYES (4) Chair Kemp Commissioner Rogers Commissioner Fisher Commissioner Andrus NAYS (0) Motion Carries unanimous vote

Minutes from June 27, 2023 PC Meeting

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, June 27, 2023,** commencing at **5:00 p.m**.

PRESENT: Chair Steve Kemp
Commissioner Austin Anderson
Commissioner Nathan Fisher
Commissioner Emily Andrus
Commissioner Ben Rogers
Commissioner Lori Chapman

CITY STAFF:
Community Development Director Jim Bolser
City Civil Attorney Jami Brackin
Planner III Mike Hadley
Planner III Dan Boles
Development Office Supervisor Brenda Hatch

EXCUSED:

Chair Kemp called the meeting to order. Commissioner Fisher led us in the Pledge of Allegiance.

2. **Food Truck Park Zoning Regulation Amendment** – Yori Livingston is requesting to amend portions of the St. George City Code, to add Food Truck Park as a use and to allow this use as a permitted with standards use in the C-2, C-3 and/or C-4 zone. This item was continued from the May 9, 2023, Planning Commission meeting. **Case No. 2023-ZRA-002**. (Staff – Carol Winner)

   Dan Boles presented the following:

   Dan Boles – Dan went over all of the language that was added to the proposed ordinance since the last meeting, these changes are highlighted in yellow in the Planning Commission Agenda Packet.

   Commissioner Rogers – I can imagine some locations will be more temporary than others. I hate to think that a grease interceptor would be appropriate for every location.

   Jami Brackin – Again, just having a food truck parked somewhere is different from having a food truck park. If you have a food truck park, then a grease interceptor will be required.

   Yori Ludvingston – Your counsel was to make it less restrictive. It would kill you to have to put in a grease interceptor to run 2 or 3 trucks out there.

   Commissioner Anderson – Where do you take it now?

DRAFT

Yori Ludvingston – You take it to Katering Koncepts. If you make us have the grease interceptor and we have to leave, then why do we need the grease interceptor?

Commissioner Rogers – If they are leaving every night then I don't think you would need a grease interceptor.

Discussion on whether the trucks should move every night or week.

Commissioner Chapman – The parking requirement says that food truck has to be parked on pavement. That's not saying anything about tables or chairs. So, the drive aisles, pads, and parking have to be paved or concrete?

Dan Boles – Yes, that's right.

Commissioner Anderson – If a food truck park is being built and they put in the rest rooms, a grease trap, how do you feel about them staying overnight? If they have everything they need there how do you feel about them staying there? I don't know if we can write language in there that they have to be able to move so that they aren't dilapidated and old.

Chair Kemp – I agree with you, and I think there might be a way do that by requiring that all the vehicles be registered, that the registrations don't expire and that the City or health department or someone could require that everyone has to be able to roll out, even for an hour, they need to be able to move. I don't want to see them become dilapidated, permanent fixtures. The concept is for them to come and go. I've looked at several of these since the last meeting. The last one was in Oklahoma City, and I thought it was really well done. As long as they maintain it, as long as it's mobile, I don't know how we would draft that language.

Jim Bolser – What guarantee would we have that they run? The City is not going to go out and inspect them? Second, there is a very clear difference between a mobile business license and a general business license. One of those is that the mobile license moves. If they are not required to move, then they are no longer mobile, do they qualify for a mobile business license? How do we enforce that they are mobile? There are some very significant questions regarding mobility.

Chair Kemp – And this would be a mobile business?

Jami Brakin – They qualify as a mobile business under the State Statute.

Jim Bolser – And if they are not required to move, they are no longer mobile. I would offer a couple points for consideration. What guarantee do we have that they do run? The City is not going to go out and inspect them to see whether or not their engines run. Secondly, there is a very clear difference between a mobile business license and a brick-and-mortar business license. One of those is that the mobile business license moves. If it is allowed to be stationary, it no longer moves. Is it no longer qualifying for a mobile business license when it no longer moves? There is a very clear question of mobility when it comes to a mobile business license. How would we enforce making sure they can move; how would we check that? For

DRAFT

instance, we are not going to have our fleet maintenance folks go and inspect a food truck to see if it can move. There are some very significant questions on what is mobility if we are not requiring them to maintain mobility.

Chair Kemp – Is that moving every single day?

Jami Brackin – Yes, and here's why. Because, again, State statute prohibits us from regulating how many days you can be on a certain location. We can only regulate the hours of operation on a daily basis. That is why the recommendation of staff is to have hours of operation and then they move off the site.

Jim Bolser – I am going to reflect on something you said earlier Mr. Chairman. There may not be any concerns with this site. But we are not considering text amendments based on this site, we have to consider them citywide. Although this applicant may have zero problems with maintaining their vehicles for mobility, is everybody going to be in that same boat? Or are there going to be, for lack of a better term, a "bad actor" who wants to take advantage and now we have zero enforceability because even if it's obvious that the vehicle no longer operates we now have no mechanism to ensure that it is a mobile business.

Chair Kemp – So you're saying the hard line in the sand is that they have to move every single day?

Commissioner Andrus – So what if we require them to have a grease trap if they have more than 3 trucks?

Jami Brackin – In talking to the waste water folks, if you are one, maybe two trucks, they are not worried, if you are more than that, they are very concerned

Commissioner Rogers – If the health department is requiring the trucks to be designed to facilitate their own grease, and they are leaving every night, why do we put the grease interceptor in?

Commissioner Chapman – If they don't have a grease trap and they don't have a huge tank that pretty much ensures they have to leave.

Jim Bolser – Correct, but the same argument also applies, is every food truck going to be in that situation. There may be a situation where the Food Truck Park owner wants to provide that. In that circumstance, we need to have a regulation in place to provide for that. That doesn't mean every facility will have that.

Commissioner Rogers – Then requiring a dumping station on every site is not necessary.

Jim Bolser – That is the point, it doesn't have to be both. If there is a situation where we are going to allow them to be there 24/7, it is going to become a need. If we are not going to take the step of allowing that then it becomes an option.

Commissioner Rogers – I agree with that completely.

Commissioner Fisher – I think we need to be very careful about what we are doing here. This is a certain segment. This is just one type of industry and I think we need to be careful that we are not drafting something that is allowing this segment to invade a more permanent segment. We require a lot if someone wants to put in a restaurant and there's a reason for it. We have got to be very careful about what we do here because if this becomes too simple, what we will see more of this then buildings being constructed.

DRAFT

And that's not what this is, these are food trucks, there is a purpose behind it. We need to be very careful about what we put in here that will allow it to be used more in the permanent nature than what is really intended. I don't want them to have to spend more money than necessary, but as soon as they try to become more permanent then they should have to do what a permanent building should do. I would like to hear Waste Water's thoughts on it.

Jami Brackin – It basically boils down to exactly what you are saying, if restaurants would be required to put this in and you now have a multiple restaurant kind of situation and I think that is where they're coming from, but we're happy to bring them back and have them talk to you guys.

Commissioner Anderson – The other thing is, if I can add, what is going to dictate the quantity of food trucks in a park?

Commissioner Andrus – The size.

Commissioner Anderson – Is it parking?

Jami Brackin – You do still have parking standards that you have to meet. You do still have access standards that you have to meet. The size of the property is going to dictate how many pads there are.

Commissioner Fisher – Right now the parking standard is based on the square footage of a restaurant, what's kitchen, what's not. How's that going to be determined for food trucks?

Dan Boles – This ordinance would create that standard and require 3 parking spaces per pad/food truck.

Commissioner Anderson – I think it makes sense to accommodate this, but we don't want restaurants penalized. I think if you want to do a park the waste water would not be a bunch of money to put in. I think I'm probably ok with leaving the waste water disposal in the food truck setting. I think you could do a 1,000 gallon for about $10,000.00.

Commissioner Fisher – I'd like to know what waste water has to say, I think the movement has to happen. They need to be gone. I think we may need both the moving and the grease trap. I think that I would like to hear from the waste water. In the beginning my thoughts were why do the waste water if we are going to make them move but now I think we may need both. Again, I would just caution us that we're thoughtful in what we are doing, I know that we are talking about one in particular, but we can't look at one in particular.

Chair Kemp – We can't and that is the point. This new business model that didn't exist 20 or 30 years ago, these trucks are an opportunity for new businesses to incubate. To try new concepts. The cost of opening a restaurant is so cost prohibitive that you won't see them come along without these incubators.

Commissioner Fisher – I think at least for me, I need more information to know what implications there are with making this site permanent for use while still trying to preserve this.

Commissioner Chapman – Am I incorrect in assuming that it's not a permanent place, it's a gathering place. The location is permanent.

DRAFT

Chair Kemp – It's got permanent restrooms; it's got a permanent grease trap.

Commissioner Chapman – It's a gathering place and there may be different food trucks there every day.

Commissioner Fisher – The permanency is the use that is there, maybe different users. What protections do we need to establish for this use?

Discussion continued regarding the use and the permanency of the use.

Commissioner Rogers – If this is a business, my concern is a manager onsite. It doesn't go into details of what that is.

Chair Kemp – We can get high centered on these things, I agree with Nathan's ideas, but I think Ben might be right. I think we might see a whole lot less of these because we are making it too complicated.

Commissioner Anderson – I think the more I look at this more I am okay with this, the way it is written.

Chair Kemp – What do you think about language that says if there are three trucks or less, the grease interceptor wouldn't be required.

Commissioner Anderson – If you are putting in a permanent restroom, you are literally talking about an additional $6,000 to put in a grease interceptor. It makes sense to have it in there.

MOTION: Commissioner Anderson made a motion to recommend approval of item 2 to City Council as presented.
SECOND: Commissioner Andrus
ROLL CALL VOTE:
AYES (4)
Chair Kemp
Commissioner Anderson
Commissioner Andrus
Commissioner Chapman
NAYS (2)
Commissioner Fisher
Commissioner Rogers
Motion Carries

DRAFT

EXHIBIT C
PowerPoint Presentation

FOOD TRUCK PARK

ZONING
REGULATION
AMENDMENT

2023-ZRA-002

FOOD TRUCK PARKS IN ST. GEORGE

AMENDMENT TO TITLE 10-8D-1
ALLOWED USES IN THE PD-C ZONE

AMENDMENT TO TITLE 10-17A
PERMITTED WITH STANDARDS AND CONDITIONAL USES

AMENDMENT TO TITLE 10-19-5
OFF-STREET PARKING REQUIREMENTS

AMENDMENT TO TITLE 10-8D-1

ALLOWED USES
IN THE PD-C ZONE

	PD-AP	PD-C	PD-M	PD-MU
Food Truck Park		PS		

Amendment to Title 10-17A

Permitted with Standards

Food Truck Parks shall meet the following additional standards:

A. Lot Requirements:

1. All parcels dedicated to Food Truck Parks shall meet the **lot size** and width requirements of the **zone** in which it is located.

2. No Food Trucks shall be allowed to remain on site between the hours of **12:00 AM to 6:00 AM. All Food Trucks shall be removed from the site when not open for business serving customers.**

B . Site Improvements:

1. A staff-approved wastewater disposal facility is required.
   a. The facility shall include a properly sized grease interceptor in accordance with Title 8-4-14 of City Code with the minimum allowable size of 1,000 gallons, larger food truck parks may require a larger size.
   b. The facility must meet Utah Code R392-301-6(2)(b) & (c).
   c. Approval of the grease waste clean out is required.

2. **Public restrooms** are required in all Food Truck Parks.

3. Main **access** shall be permitted only from a public street.

4. All Food Trucks are required to park on designated **paved pads**.

B . Site Improvements:

5. All Food Truck Parks shall have an approved **site plan** before opening. The site plan must include the following:
   a. Location and orientation of each **vendor pad**
   b. Location of **access**(es) to public street
   c. Location of **trash** enclosures
   d. Size and Location of **seating areas**
   e. Landscaping in accordance with Title 10-23 of City Code
   f. The location of all proposed **activities** on site
   g. Vehicle and pedestrian **circulation**
   h. Location of required **parking**
   i. Lighting Plan in accordance with Title 10-14 of City Code
   j. Sign Plan in accordance with Title 10-13 of City Code
   k. Utility plan in accordance with Title 10-8-3, including the location of all utility hookups provided for each pad.
   l. Location of **all permanent structures**
   m. If a **commissary kitchen** is included in the Food Truck Park, the purpose and use of the kitchen will need to be provided
   n. Wastewater management plan

C. Each Food Truck shall have an active **business license** in accordance with Title 3, Chapter 2R of City Code and Utah Code §11-56-103. Each Food Truck Park shall have an active business license in accordance with Title 3-1 of City Code.

D. All proposed activity within a Food Truck Park shall not occur within a dedicated **public right-of-way.**

E. Food Truck Parks shall be managed by a common **manager** or entity.

F. Food Truck Parks are not permitted to operate **drive-thru** services.

Amendment to Title 10-19-5
Off-Street Parking Requirements

Food Truck Parks	3 spaces per food truck

DISCUSSION AND RECOMMENDATION

FOOD TRUCK PARK

ZONING REGULATION AMENDMENT

2023-ZRA-002

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10-8D-1 OF THE ST. GEORGE CITY CODE TO ADD FOOD TRUCK PARK AS A PERMITTED WITH STANDARDS USE, TO AMEND TITLE 10-17A TO ADD FOOD TRUCK PARK ALONG WITH ITS SPECIFIC STANDARDS, AND TO AMEND TITLE 10-19-5 TO ADD OFF-STREET PARKING REQUIREMENTS FOR FOOD TRUCK PARKS.

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, to add provisions regarding food truck parks; and

WHEREAS, after careful consideration, the city council has determined that amending Title 10 is in the best interest of the health, safety and welfare of the citizens of St. George to provide standards mobile businesses.

WHEREAS, the Planning Commission held a public hearing on May 9, 2023, 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 20th day of July 2023.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

EXHIBIT A

10-8D-1 ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

A. Uses indicated by the letter "P" below are permitted in the designated zone only if approved as part of the zone change.

B. Uses indicated by the letters "PS" are permitted uses with required standards, only if approved as part of the zone change.

C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

	PD-AP	PD-C	PD-M	PD-MU
Accessory structure	P	P	P	P
Child care, in-home babysitting (in residence only)				P
Child care, family (in residence only)				P
Child care center	P	P	P	P
City facility	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
AP uses as specified in zone change	P			
C-1, C-2, C-3, C-4 uses as specified in zone change		P		P
M-1 and M-2 uses as specified in zone change for PD-M			P	
Food Truck Park	PS			
Home occupation				P
Animal hospital and veterinarian clinic including care for dogs, cats, rabbits, chickens, and small animals only; provided conducted completely within enclosed building with up to 150		P		

	PD-AP	PD-C	PD-M	PD-MU
animals and limited outdoor activities to be approved with the PD-C site plan.				
Animal shelter (nongovernment/nonprofit) for dogs, cats, rabbits, chickens, and small animals only; provided conducted completely within enclosed building with no more than 150 animals and limited outdoor activities to be approved with the PD-C site plan.		P		
Hobby garages		PS		
Light manufacturing business		P	P	P
Limited temporary outdoor display of merchandise		P		
Multiple-family dwelling				P
Parks	P	P	P	P
Personal care service	P	P		P
Personal instruction service	P	P	P	P
Public utility facilities, primary	PS	PS	PS	PS
Religious facility	P	P		P
School, public or charter	P	P		P
Storage rental units		PS	PS	
Townhouse and condominiums				P

10-17A-19 FOOD TRUCK PARKS:

Food Truck Parks shall meet the following additional standards:

A. Lot Requirements:
   1. All parcels dedicated to Food Truck Parks shall meet the lot size and width requirements of the zone in which it is located.
   2. No Food Trucks shall be allowed to remain on site between the hours of 12:00 AM to 6:00 AM. All Food Trucks shall be removed from the site when not open for business serving customers.

B. Site Improvements:
   1. A staff-approved wastewater disposal facility is required.
      a. The facility shall include a properly sized grease interceptor in accordance with Title 8-4-14 of City Code with the minimum

allowable size of 1,000 gallons, larger food truck parks may require a larger size.
    b. The facility must meet Utah Code R392-301-6(2)(b) & (c).
    c. Approval of the grease waste clean out is required.
2. Public restrooms are required onsite.
3. Main access shall be permitted only from a public street.
4. All Food Trucks are required to park on designated paved pads.
5. All Food Truck Parks shall have an approved site plan before opening. The site plan must include the following:
    a. Location and orientation of each vendor pad
    b. Location of access(es) to public street
    c. Location of trash enclosures
    d. Size and Location of seating areas
    e. Landscaping in accordance with Title 10-23 of City Code
    f. The location of all proposed activities on site
    g. Vehicle and pedestrian circulation
    h. Location of required parking
    i. Lighting Plan in accordance with Title 10-14 of City Code
    j. Sign Plan in accordance with Title 10-13 of City Code
    k. Utility plan in accordance with Title 10-8-3, including the location of all utility hookups provided for each pad
    l. Location of all permanent structure
    m. If a commissary kitchen is included in the Food Truck Park, the purpose and use of the kitchen will need to be provided
    n. Wastewater management plan

C. Each Food Truck shall have an active business license in accordance with Title 3, Chapter 2R of City Code and Utah Code §11-56-103. Each Food Truck Park shall have an active business license in accordance with Title 3-1 of City Code.

D. All proposed activity within a Food Truck Park shall not occur within a dedicated public right-of-way.

E. Food Truck Parks shall be managed by a common manager or entity.

F. Food Truck Parks are not permitted to operate drive-thru services.

10-19-5 NONRESIDENTIAL AREA REQUIREMENTS

Food Truck Parks	3 spaces per food truck

Agenda Date: 07/20/2023 **Agenda Item Number:** 09

Subject:

Consider approval of Ordinance No. 2023-001 amending an approved PD-C (Planned Development Commercial) on approximately 0.27 acres, located at 184 North 200 West Street for the purpose of adding a 12-room boutique hotel for a project to be known as STG Inn, with conditions from the Planning Commission. Case No. 2023-PDA-008

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Stacy Young

Reference Number: 2023-PDA-008

Address/Location:

184 North 200 West Street

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

On January 5, 2023, this property was rezoned to the PD-C (Planned Development Commercial) designation with an associated use-list. This is a request for an amendment to this approved PD-C. On June 13, 2023, the Planning Commission held a public hearing on this item. There were public comments made. After the public hearing closed, the four Planning Commissioners present discussed this item at length. To forward a positive recommendation, four positive votes were needed; however, the Planning Commission received three positive votes. Therefore, the motion to recommend approval failed with a 3-1 vote in favor of the requested amendment with conditions.

Staff Narrative (need/purpose):

The applicant would like to add a 12-room boutique hotel to this 0.27-acre parcel located at 184 North 200 West Street. The hotel will be 3 stories and will have covered parking, outdoor patios, and a roof-top deck. The second and third stories will be stepped back to minimize the massing of this new structure in this neighborhood.UPDATE 7/20/2023:The applicant has updated the architecture/elevation plans and has given the City two additional options. All three options are labeled as:A.This is the original plan presented at the 7/6/2023 City Council meetingB.This is the alternate #1 plan. 1.This plan removes the outdoor balcony and reduces the step-back from floor 1 to floors 2 and 3 from 6 to 2. 2.This option does not have an overhang on the roof. 3.This option removes the mesh panel located by the parking area along 200 North Street. The applicant is willing to add the mesh panel back if preferred. 4.This option does not show ivy on it, but the applicant is willing to put ivy on it. C.This is the alternate #2 plan. 1.This plan removes the outdoor balcony and reduces the step-back from floor 1 to floors 2 and 3 from 6 to 4. 2.This option does have a 4 overhang on the roof which is allowed by code (Section 10-8-1). 3.This option removes the mesh panel located by the parking area along 200 North Street. The applicant is willing to add the mesh panel back if preferred.4.This option does not show ivy on it, but the applicant is willing to put ivy on it. In addition to this, the applicant has changed the site plan to provide an additional outdoor gathering space on the southeast side of the lot. Th applicant is also proposing to increase the overall height from 35 to 38 and an increase from 37 to 40 for the roof top balcony. The purpose of this increase is to give a little more space between the floors and raise the ground floor height up one foot.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The motion to recommend approval failed by the Planning Commission with a 3-1 vote in favor of the requested amendment with the following conditions:1.That the landscape buffer is to contain a minimum of one tree every

twenty linear feet and five plants or shrubs be planted every one hundred linear feet with these plants and shrubs to cover at least 50% of the buffer area within five years of planting.2.That a plan, including maintenance, be submitted and approved by the Parks Department to plant trees along 200 West and 200 North Street rights-of-way and to utilize vines on the west faade that ensures the success of those plantings.

ORDINANCE NO._____

AN ORDINANCE AMENDING AN APPROVED PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 0.27 ACRES, LOCATED AT 184 NORTH 200 WEST STREET FOR THE PURPOSE OF ADDING A 12-ROOM BOUTIQUE HOTEL FOR A PROJECT TO BE KNOWN AS STG INN, WITH CONDITIONS FROM THE PLANNING COMMISSION. Case No. 2023-PDA-008
(STG INN)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) on approximately 0.27 acres, located at 184 North 200 West Street to add a 12-room boutique hotel; and

WHEREAS, the City Council held a public meeting on this request on July 6, 2023; and

WHEREAS, the Planning Commission held a public hearing on this request on June 13, 2023, and the motion to recommend approval failed with a 3-1 vote in favor of the requested amendment with the following conditions:

1. That the landscape buffer is to contain a minimum of one tree every twenty linear feet and five plants or shrubs be planted every one hundred linear feet with these plants and shrubs to cover at least 50% of the buffer area within five years of planting.
2. That a plan, including maintenance, be submitted and approved by the Parks Department to plant trees along 200 West and 200 North Street rights-of-way and to utilize vines on the west façade that ensures the success of those plantings; and

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

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

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

Section 2. Enactment. The approved planned development within the PD-C Zone for the property described in Exhibit “A”, shall be amended upon the Effective Date of this Ordinance to reflect the approval of an additional building as shown in Exhibit “B”. The planned development amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

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 posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 6th day of July 2023.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami R Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit “A” – Legal Description

Property Legal Description. BEGINNING at the Northwest Corner of Lot Five (5), in Block Thirty-One (31), Plat "A", ST. GEORGE CITY SURVEY, and running thence South 132.0 feet; thence East 114.0 feet; thence North 32.0 feet; thence West 33.0 feet; thence North 100.0 feet; thence West 81.0 feet to the Point of Beginning.

Exhibit “B” – Parcel Exhibit

PLANNING COMMISSION AGENDA REPORT: 06/13/2023
CITY COUNCIL AGENDA REPORT: 07/06/2023
CITY COUNCIL CONTINUATION: 07/20/2023

STG Inn Planned Development Amendment (Case No. 2023-PDA-008)		
Request:	An ordinance amending an approved PD-C (Planned Development Commercial) on approximately 0.27 acres, located at 184 North 200 West Street for the purpose of adding a 12-room boutique hotel for a project to be known as STG Inn, with conditions from the Planning Commission. Case No. 2023-PDA-008	
Applicant:	Stacy Young	
Location:	184 N. 200 W. Street	
General Plan:	Connected Corridor	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	RCC (Residential Central City)
	South	A-P (Administration Professional)
	East	RCC (Residential Central City)
	West	RCC (Residential Central City)
Land Area:	Approximately 0.27 acres	

UPDATE 7/20/2023:
The applicant has updated the architecture/elevation plans and has given the City two additional options. All three options are labeled as:

A. This is the original plan presented at the 7/6/2023 City Council meeting
B. This is the alternate #1 plan.
    1. This plan removes the outdoor balcony and reduces the step-back from floor 1 to floors 2 and 3 from 6' to 2'.
    2. This option does not have an overhang on the roof.
    3. This option removes the mesh panel located by the parking area along 200 North Street. The applicant is willing to add the mesh panel back if preferred.
    4. This option does not show ivy on it, but the applicant is willing to put ivy on it.
C. This is the alternate #2 plan.
    1. This plan removes the outdoor balcony and reduces the step-back from floor 1 to floors 2 and 3 from 6' to 4'.
    2. This option does have a 4' overhang on the roof which is allowed by code (Section 10-8-1).
    3. This option removes the mesh panel located by the parking area along 200 North Street. The applicant is willing to add the mesh panel back if preferred.
    4. This option does not show ivy on it, but the applicant is willing to put ivy on it.

In addition to this, the applicant has changed the site plan to provide an additional outdoor gathering space on the southeast side of the lot. Th applicant is also proposing to increase the overall height from 35' to 38' and an increase from 37' to 40' for the roof top balcony. The purpose of this increase is to give a little more space between the floors and raise the ground floor height up one foot.

BACKGROUND:
This is a request for an amendment to the approved STG Inn PD-C (Planned Development Commercial). The applicant would like to add a 12-room boutique hotel to this 0.27-acre parcel located at 184 North 200 West Street. The hotel will be three stories and will have covered parking, outdoor patios, and a roof-top deck. The second and third stories will be stepped back to minimize the massing of this new structure in this neighborhood. The applicant is also proposing a mural to be placed on the north side of the building. The mural will be approximately 15' x 20' and the mural shown on the renderings is meant to be a representation (not the actual) of what will be placed there.

The approved use list for this parcel is: Up to a 16-key boutique hotel with required off-street parking that is located behind the hotel and screened from the adjacent single-family home to the east. The proposed 12-room boutique hotel meets the approved use. The site plan shows the orientation of the hotel and parking lot on this site. There are 14 covered parking spaces which meets our parking requirement of one space per hotel room plus two additional spaces for staff.

The applicant is currently going through the process to purchase right-of-way along 200 North Street and 200 West Street. The City has agreed to sell the applicant approximately 10' (292 square feet) along 200 North Street and 2 ½' (330 square feet) along 200 West Street. The hotel will be placed on the two new right-of-way lines. This parcel is located within the Central Business District which does allow buildings to be placed on the property lines.

Please see the zoning requirement details below:

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		Front/ Street Side: 0' Side/ Rear: 9 ½' & 35'	The required setbacks are: Front/ Street Side: 0' Side Rear: 0' and 20' (multistory adjacent to residential) MEETS
Uses	10-8D-2	Up to 16-room boutique hotel	The proposed use is a 12-room boutique hotel. MEETS
Height and Elevation	10-8D-2	The height will be 35' with an additional 2' for the roof-top deck parapet walls	The maximum height allowed in a PD-C is 50'. MEETS
Landscape Plan	10-8D-2	A conceptual landscape plan has been included showing a 4' wide landscape strip along 200 West Street and a small area for planting along 200 North Street. The landscape buffer along the east side of the property shows one tree and shrubbery.	The 15' required landscape strip along the rights-of-way does not apply to properties in the Central Business District. The landscape buffer along the east property line will need to have at least one tree every 20' and 5 shrubs every 100' lineal feet.
Utilities	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed during the site plan approval process.
Signs	10-8D-2	None shown. The applicant is depicting a large mural on the north side of the	Any signs will need to meet the sign regulations found in Title 9-13.

		building.	
Lighting	10-8D-2	There will be canned lighting in the deck lid of the room balconies. The mural will be lit. The covered parking area will have small sconce lighting, and the roof-top deck will have string lighting with low-intensity sconces inside the parapet wall.	The lighting will need to be at or below 1.0 foot candles at the property line with dark sky lighting for both properties.
Lot Coverage	10-8D-6	The proposed building will cover approximately 32.6% of the lot.	The PD-C zone allows building coverage up to 50%. MEETS
Solid Waste	10-8D-6	This development shows one solid waste location to the east of the ADA accessible aisle.	The waste location will need to be screened with a 6'wall and gate.
Buffer Protection of Residential Property	10-8D-6	There is a 10' landscape buffer on the east side.	The buffer will need to have at least one tree every 20' and 5 shrubs every 100' lineal feet.
Parking	10-19-5	The applicant is proposing 14 parking spaces.	The required parking spaces is 14, one per each room and two for the manager or owners. MEETS
EVCS And Bike Parking	10-19-6	No EVCS conduit or Bike Parking is shown	The project will be required to have conduit for a future EVCS for at least one parking space and provide bike parking.

STAFF ANALYSIS:

A. Planning Department Comments:

For the most part, this proposal does conform to the requirements found in Title 10-8D. However, staff does have concerns with this project being in sync with our newly adopted Downtown Area Plan. The policies found in the Downtown Area Plan are meant to be a practical guide for development application decisions. This Plan is an extension of the City's General Plan, giving us more specificity on land use decisions.

The future land use application of the Downtown Area Plan divides downtown into four character areas. The location of this project falls within the Connected Corridor character area. This area is meant to serve a mix of businesses, services, and

housing developments. This project falls within one block of the Lively character area which is meant to be the activity center of the City.

In the Connected Corridor, there is a list of strategies that address redevelopment in these character areas. Strategy f. states the following:
Third and fourth stories of buildings should be set back from the street edge to soften their impact on the street character.
The proposed project is a three-story building which has the second and third floors stepped back from the street edge. However, there is outdoor space within the stepped back area and the roof extends over this outdoor space. With the roof line not being stepped back, it provides the effect of not being setback. In contrast to the compliance efforts the applicant has made, staff is concerned that the extension of the roof defeats the purpose of the adopted Downtown Area Plan.

B. Parks Department Comments. Below are the comments made by our Parks Department concerning street trees and the vines on the building:
Street Trees: The 4' planter along 200 West Street is a little small. Street trees are fine in a 4' planter if some mitigation is done to give them room to spread out under the hardscape. These planters would benefit from a structural soils system or soil cell system. This would allow trees to spread their roots to grow unimpeded and without damaging the adjacent hardscape. This would also be the approach for the trees closer to the corner, where it looks like they have trees planted in tree grates.

Vines on building: Vines can do great here. The main consideration is exposure. They have a really hard time on a south or west facing wall but can thrive on a north or east wall. If they are on a south or west wall, they would need some protection from the sun to lessen their exposure. A couple varieties we have seen a lot of success with are: Crossvine (Bignonia capreolata) and Algerian ivy (Hedera canariensis).

RECOMMENDATION:
The Planning Commission held a public hearing on this item on June 13, 2023. After the public hearing closed, the four Planning Commissioners present discussed this item at length. To forward a positive recommendation, four positive votes were needed; however, the Planning Commission received three positive votes. Therefore, the motion to recommend approval failed with a 3-1 vote in favor of the requested amendment with the following conditions:

1. That the landscape buffer is to contain a minimum of one tree every twenty linear feet and five plants or shrubs be planted every one hundred linear feet with these plants and shrubs to cover at least 50% of the buffer area within five years of planting.
2. That a plan, including maintenance, be submitted and approved by the Parks Department to plant trees along 200 West and 200 North Street rights-of-way and to utilize vines on the west façade that ensures the success of those plantings.

ALTERNATIVES:

1. Approve as presented.

2. Approve with conditions.
3. Deny this request.
4. Continue the proposed zone change amendment to a specific date.

POSSIBLE MOTION:
I move we approve/deny the Planned Development amendment for the STG Inn with the conditions recommended by the Planning Commission.

FINDINGS FOR APPROVAL:
1. The proposed use is a permitted use found in this PD-C zone.
2. The proposed planned development amendment meets the requirements found in Section 10-8D-2B.

Exhibit A
Applicant's Narrative

STG Inn Development Description

1. *Property Identification.*

- Address: 184 N. 200 W.
- County parcel #SG-483-A.

2. *Legal Description.*

BEGINNING at the Northwest Corner of Lot Five (5), in Block Thirty-One (31), Plat "A", ST. GEORGE CITY SURVEY, and running thence South 132.0 feet; thence East 114.0 feet; thence North 32.0 feet; thence West 33.0 feet; thence North 100.0 feet; thence West 81.0 feet to the Point of Beginning.

3. *Lot Coverage*.

- Hardscape (parking & sidewalk): 6,115 sq ft
- Softscape: 2,411 sq ft (see site plan)
- Building footprint: 3,843 sq ft

4. *Building Use & Scale*.

- Use: 12-key boutique hotel
- Height: Three stories; 35' (plus 2' of additional parapet height surrounding rooftop deck, see building detail)
- Size: Approximately 11,675 square feet (~0.95 Floor Area Ratio)

5. *Outdoor Lighting & Signage*.

- Canned lighting in deck lid of room balconies
- Mural on portion of north facade

Exhibit B
Public Comments

St.George
THE BRIGHTER SIDE

Carol Winner <carol.winner@sgcity.org>

STG Inn
1 message

Nikki Rimer [redacted] Thu, Jun 8, 2023 at 8:58 AM
To: Carol Davidson <carol.davidson@sgcity.org>

I emailed you last time you sent out notices. And my husband and I still feel the same way, there is no way with that small of a piece of property and putting 12 hotel rooms on it that there could be anywhere enough parking! There will be at least 12 cars for the guests and who knows how many more for the workers of the hotel! With the senior center, the care center and the Catholic Church our streets are over crowded now as it is!! We built a house to live in not a bunch of condos or anything else because we were told BY THE CITY THAT YOU WANTED TO KEEP IT RESIDENTIAL BECAUSE THERE WAS ALREADY TO MANY NON RESIDENTIAL BUILDINGS IN THIS AREA!!! The city workers need to STOP changing your minds every other minute on what some can do and others not do! If you want people to continue to buy old homes and turn them into beautiful new or redone homes STOP LETTING MORE NON RESIDENTIAL PLACES COME IN!
We are very concerned citizens, James & Nikki Rimer
Sent from my iPad

STG Inn Case No. 2023-PDA-008 comments

1 message

John David Lundberg [redacted] Mon, Jun 12, 2023 at 11:52 AM
To: carol.davidson@sgcity.org

Dear Planning Commission:

I own the Thurston-Atkin landmark property at [redacted] and have lived there since 1997. I have observed the activity of building development in the area since then and have myself built a true carriage house structure in 2000 to exactly match the architecture of the historic 1880's built home on my property. Consequently, I have some perspective to add to the comments on the STG Inn proposal, as follows:

1. Architecture Does Not Match the character of the neighborhood. The owner presented it for the zone change in December with a description as a "boutique hotel" with photos of exterior architecture of a historical looking building in an urban area. I've attached a picture showing the owner's "depiction" of the type of architecture they led us to believe they were planning on. The plans they present show a very basic "motel" architecture that is nowhere like the photo they present, and in my opinion clashes with the character of our Sandtown neighborhood as it has a flat roofed, linear basic "motel" look.

Other recent projects in the area have taken care to be in harmony with the architectural character, for example:
- The Sandtown plaza professional building 2 parcels to the east of the STG Inn site has architecture in harmony with the neighborhood--gables, adobe roof, etc.
- the Advenire Hotel has Dixie dormers and gables as part of its architecture to be in harmony with the Ancestor Square buildings with Dixie Dormers and the gabled roofs of other buildings in the Square and other nearby historical structures, like the Brigham Young Winter home.

Additionally, the chocolate brown 2nd and 3rd floors' color of the building is entirely inappropriate. The Catholic church has a white coloring for its 3 storey building across the street. The Sandtown plaza building has a tan and adobe roof color scheme. Hotel Advenire has the white historic colors as a major part of its exterior color scheme.

I suggest the planning commission REJECT the architectural design AND the color scheme of the STG Inn's exterior, with instructions they research the older buildings in the neighborhood and come up with an architecture & color scheme really worthy of the term "boutique" that is in alignment with our neighborhood.

The LAST thing we want is a generic "motel" look here and a clashing color.

2. What 3rd floor setback? The zone change made was with the provision there be a setback on the 3rd floor. The drawings by the owner show NO setback and the commission's recommendation is to reduce the roofline back to the "setback". What setback? The drawing shows the top floor extends out equal to the bottom floor.

What is the rationale for allowing a 3rd storey anyway? The Sandtown Plaza has 2 storeys. The Sr. Citizen Center has 2 storeys. Yes, the Catholic Church has 3 storeys for its administrative building, but its building is set back considerably from 200 North and is immediately adjacent to a 2 storey apartment building to its south that also borders a 3 storey office building south of that. A 3-storey building in this spot jars with the historic Blake home immediately east of it. Would the commision consider limiting this

"boutique" hotel to 2 storeys to be in alignment with its immediate neighboring structures and to eliminate completely the impact you are trying to address by the "setback"?

3. Parking. I echo other comments made that the parking is problematic and it is unreasonable to expect that the guests and employees at this "motel" will not park on the street, or even in the Catholic church's lot across the street.

I appreciate your careful consideration of these points.

Sincerely,

John Lundberg
[redacted]

STG Inn photo 12.pdf
428K

St.George

Carol Winner <carol.winner@sgcity.org>

Public Comment on 2023-PDA-008

1 message

Scott Armour [redacted] Mon, Jun 12, 2023 at 11:36 PM
To: Carol Davidson <carol.davidson@sgcity.org>
Cc: Peg Armour [redacted]

Carol,

I plan to be at the meeting Tuesday night but still want to submit this written statement.

I remain disappointed the planning commission was dismissive of the concerns expressed by my wife and neighbors at the prior meeting to discuss the zoning change for this parcel. This current case 2023-PDA-008 represents a second opportunity for the planning commission to do the right thing by denying approval to cram a three story, twelve room hotel onto a.27 acre parcel right next to a nice, quiet, quaint historic district. My wife and I recently invested significant resources restoring two historic homes on 100W because we loved the historic district and were excited by the city's Downtown Area Plan. When this zoning change was considered, we expressed our concerns that the proposal was out of character with the area and out of alignment with the plan. When our concerns were ignored, I requested someone from planning explain how this rezoning fits into and supports the Downtown Area Plan. That request remains open. If the planning commission continues to support this project, I respectfully request someone explain how this proposed use and structure fit into and support the Downtown Area Plan? How is it good for the city and good for the neighborhood to have this high density commercial project dropped in?

Also, if the planning commission continues to support the proposed use, we strongly urge them to consider the feedback from Planning Department Staff, in particular, "Third and fourth stories of buildings should be set back from the street edge to soften their impact on the street character. The proposed project is a three-story building which has the second and third floors stepped back from the street edge. However, there is outdoor space within the stepped back area and the roof extends over this outdoor space. With the roof line not being stepped back, it provides the effect of not being setback. In contrast to the compliance efforts the applicant has made, staff is concerned that the extension of the roof defeats the purpose of the adopted Downtown Area Plan."

Thank you,

Scott Armour

ESP LLC and Whitehead Corner LLC

--

Scott Armour
Managing Director
Grand Circle Equity Partners
[redacted]

Exhibit C
Draft Minutes from June 13, 2023, Planning Commission Meeting

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, June 13, 2023,** commencing at **5:00 p.m**.

PRESENT:

Commissioner Nathan Fisher
Commissioner Emily Andrus
Commissioner Ben Rogers
Commissioner Lori Chapman

CITY STAFF:

Community Development Director Jim Bolser
City Civil Attorney Jami Brackin
Planner III Carol Winner
Planner III Mike Hadley
Planner III Dan Boles
Development Office Supervisor Brenda Hatch

EXCUSED: Chair Steve Kemp
Commissioner Austin Anderson

Pro Tem Chair Andrus called the meeting to order. Commissioner Anderson led us in the Pledge of Allegiance.

2. **STG Inn Planned Development Amendment** – **PUBLIC HEARING:** Stacey Young is requesting approval of a Planned Development Amendment to amend the PD-C (Planned Development Commercial) zone for the purpose of adding a 12-room boutique hotel to this 0.27-acre site which is generally located at 184 North 200 West Street in St. George Utah. **Case No. 2023-PDA-008.** (Staff – Carol Winner)

   Carol Winner presented the following:

   Carol Winner – We heard this item a few months ago for the initial zone change to PD-C. The land use map has this as connected corridor. The surrounding zones are RCC and AP. This will be a 3-story boutique hotel. There is one entrance off of 100 North. There will be 14 parking spaces underneath the hotel. They are meeting the required parking. The applicant is proposing to set back right up against the right of way line on 200 W. The applicant is proposing to purchase some of the right of way along 100 S. They are required to have a 10 ft landscape buffer on 100 W. The staff recommends that there are enhanced trees and plants between this and the Barton home to enhance the buffer. There is already a wall there. The parks department does have some concerns with the trees directly in the hardscape. The main floor will have some public space, some meeting rooms. The hotel rooms will be on the second and third floors. The applicant is proposing a mural on 200 North. The rendering here shows that the

2nd and 3rd floors will be stepped back from the right of way, but the roof and the decks of the balconies will come right out to the right of way area. The downtown area states that the 3rd and 4th stories should be stepped back from the street edge to soften the impact on the character area. That is the one concern that staff has. The mural depicted on the left is not exactly the mural that you will see but it will be similar. The applicant would like to put in soft lighting on the roof top. The recommendations and conditions are included in the packet. Carol read the conditions.

Pro Tem Chair Andrus – The right of way is being purchased, is that supposed to be a condition?

Jami Brackin – It has been to a work session, it has been agreed to, so it is just a matter of moving forward at the next meeting.

Pro Tem Chair Andrus – Do we have mural standards?

Carol Davidson – We don't for murals, only signs. If they had the name of the business then it would be considered a sign and treated as such, but murals are considered art.

Commissioner Chapman – How much of a step back is required?

Carol Winner – We don't have a definite amount currently; the code has not been written for the Downtown Area Plan yet.

Commissioner Chapman – What about the second floor?

Carol Winner – The plan reads the third and fourth floors so we wouldn't be as worried about the second floor.

Pro Tem Chair Andrus – Could they do an awning because it is west facing?

Carol Winner – It is up to interpretation. The intent was to soften the look and not have immense massing. So, if this Planning Commission feels like an awning fits the interpretation, that can work.

Commissioner Fisher – At some point there is going to be detail in the code. There is a feel that we are trying to create in the downtown area. How that is accomplished, it's going to take some massaging. I can see where you could be literal and say everything on that third floor, everything has to be stepped back. But I could see our code saying that perhaps columns extending out over the first and second floor are allowed if they are open air columns, which means that I could see a roofline coming out as well, if you've got open air columns so you can actually see through that whole corridor as well then it does open it up, it doesn't feel like it's towering over the street. But we don't have that yet, I imagine that will be discussed as we start working on the code we just don't have that detail yet and now is the time that we have to obviously address an application that is in front of us and do our best to try and protect the plan that has been created.

Commissioner Chapman – That ivy area in the front, or the green area, that obviously also comes out further, right to the right of way, to the sidewalk. Is that, would that have to be moved as well, in order to meet that step back requirement?

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Carol Winner – I guess that is the topic that we are discussing, it is not necessarily a requirement. We do try to stick to what the Downtown area plan has suggested, and it does say stepped back. Like Nathan was explaining, it doesn't say specifically, it is up to interpretation. It's how this Planning Commission wants to deal with that, it's up to interpretation.

Commissioner Chapman – On the rooftop patio, is there restriction on the noise and the lights?

Carol Winner – The lights, definitely, they will have to follow the lighting regulations. If they are going to be putting up the string lights they will have to be in that lower lumens so that it's not disturbing. We do have a noise ordinance as well that they will need to follow.

Commissioner Chapman – Is there anything in the plan restricting the architecture because it's next to that old pioneer home so that it fits in the historic district?

Carol Winner – It's mentioned that we need to be aware of it, but there is nothing that specifically says that the building right next to a historical property needs to match it. In fact, part of the discussion was we didn't want exact replicas, we didn't want fake, make it look old, but it's really not, buildings. What you are seeing is what the applicant is interpreting that would fit in this neighborhood. Of course, all of this is up to interpretation on how you feel if it does or does not fit.

Commissioner Rogers – I appreciate the comment that things are up to interpretation. There was a discussion a couple months ago about roof height at 50 ft. and that is to the parapet cap and that is open to interpretation because I can put a 15 ft mechanical room on top of that and be a 65 ft tall building. So, is this the same as the roof over the third floor? You could say that the roof is not able to go past the façade, but I could put a canopy out there and hang it with cables and it would be the exact same distance as the roof. So, there is a fine line of what is and isn't acceptable and what does and doesn't work. There are projects just like this all through the historic district in Salt Lake in the Capitol Hill District. It is a fine line and again, it is open to interpretation. Architectural ambiguity is all in the eye of the beholder, some might like it, some might not.

Pro Tem Chair Andrus – On the west side with the roof is that specifically to screen from the sun or were there other reasons that you had for pulling that out?

Stacey Young – Yes, that is for shade. Secondly, the esthetics of having just that roofline pulled back a bit, it looks so much better. The intent was really to try to apply the language of the General Plan to avoid monolithic big plain walls, so try to create as much perforation with the stairwell elements, anything like that, that was a wall up against the sidewalk to have either the glazing of the windows or other things breaking it up. That was the intent, to get away from the big blank walls. The materials and color are meant to be rooted in the local landscape, the sandstone and the lava colors and those elements. The flat roof was to keep it to the lower roof, you could do gables, but it just ends up pushing the roof height quite a bit higher, so it was a tradeoff. I was trying to keep it to 35 ft of a typical single-family neighborhood height.

Pro Tem Chair Andrus opened the public hearing.

David Richens – I appreciate the comments on architectural integrity. When we built our building, and it wasn't very long ago, they were very strict guidelines as to how we could build, what it needed to look

DRAFT

like, how it was going to fit into the neighborhood. I think this would be a good addition to the neighborhood if it is done properly and it fits in the neighborhood. But to put this next to that beautiful little home, right down the street from Brigham Young house, from the law office on the corner, to everything that we did with our building, I don't feel that this fits architecturally. I would hope that somebody would take a closer look at putting some elements into it so that it did fit. I appreciate what they have done with the parking, 14 spots is probably enough so that the streets aren't drowned, but 14 spots with employees isn't that many. Our building wasn't that long ago so you could look and see what the requirements were and the materials that we had to use, all the things that they required us to do.

Scott Arbor – We own 2 houses that we put significant investment in, in the historic district. I'm going to echo the comments that were just made. It's a beautiful project, open to interpretation, it does not fit in this area. I feel like there is a little camel's nose in the tent. We and some of my neighbors, my wife was here at the last meeting where we did the zoning adjustment. We were told don't worry, it's just a zoning adjustment, but that allowed the height to go up. Now were determining roof lines to go out. It doesn't feel like a good trendline. It doesn't feel like we are balancing the needs of the developer with the needs of the town, the needs of the neighborhood. That whole area, it's all homes, there are no other 3 story structures there.

Fr. David Bittmenn – I'm the Pastor of the Catholic Church off to the west side. I have a question about parking. Does the proposed amendment impact the required number of parking spaces?

Sharon Richens – We built our building in 2010. We went way out of our way to try and maintain the architectural features of the neighborhood. The Advenire downtown has done some of the same by trying to mirror the gables and shapes that are echoed in the homes in that neighborhood. There are some beautiful homes that are historic landmarks there and enjoy landmark status. I think that's an interesting building, but it just really doesn't fit on that corner. If my understanding is correct, there are supposed to be 12 lodging spaces and there are 14 parking spaces. So only 1 per room and 2 employees. I don't know if that is really realistic. I would echo the other comments and I would ask that the architectural features that are really lovely and specific to this neighborhood be honored in whatever goes into this space and that the parking really be given full consideration for commercial property. I know for ours there were parking requirements on square footage that limited the size of our building and we honored that. The envelope is what it is and the setbacks. Three stories straight up, it just doesn't fit.

Pro Tem Chair Andrus closed the public hearing.

Commissioner Fisher – I was around for the plan as we worked through it. In my opinion it was a compromise to warm ourselves to the idea that we are going to go vertical. That is the only way we are going to be able to afford to redevelop downtown. My guess is that is why the language is not specific. With the balconies then people will have access to them and will be able to be looking out over them. It will soften the way the buildings look. I think we may regret the way we force builders to step back the third story and up. I don't think it imposes on this area. There are commercial buildings a half a block away. If we have a project that looks good, we want to be careful about picking it apart too much.

Commissioner Rogers – I will address parking, as far as City code goes this project meets the code for parking. I have been working with multiple clients on mixed use projects. We have been trying for 20 years with vision Dixie to go vertical. I agree with Commissioner Fisher, I appreciate what this project

DRAFT

is trying to do to this downtown core. I somewhat disagree with the rooftop stepping back. You would see this scale of project in any town across the country. There are other buildings very close to this. There are many buildings with flat roofs that are historic that have been around longer than 50 years. I believe it relates to the atmosphere and the scale we are trying to create.

Commissioner Chapman – I appreciate the development. But I don't think it fits the historic district. It is a very modern-looking building. I think the size is intimidating. And maybe it's the flat roof. It doesn't necessarily fit to me.

Pro Tem Chair Andrus – In the landscape plan it shows the mature trees on the west side where the soil enhancements are needed. Is that the plan for that side? I think the big trees will soften this all along that street.

Carol Winner – Yes, and just for your information, our code because this is in the Central Business District, we don't necessarily require that 15 ft. landscape strip within this location, so adding just a few street trees in there helps.

Commissioner Fisher – Just across the street is a three-story building. Right across the street is the parking lot for that three-story building, it's the flat roof, it actually looks more modern and more imposing because it has solid walls all the way up without any relief. One thing I do like about the color scheme that we have here is because of the lighter color below and the darker color above it actually looks like we are setting off the bottom story from the top story. I am a little color blind, so I don't know the colors, but in shades, it looks like it to me.

Commissioner Chapman – But it is setback further, it's not on the right of way, it's setback further. To me visually it doesn't look like the Grand Canyon, it's back a ways.

Commissioner Fisher – What is the height of the three-story, do we know? Can we tell by the picture? I can't imagine it's shorter than this project.

Commissioner Chapman – Probably not.

Commissioner Rogers – That setback and the scale from the sidewalk is exactly what the city core and the planning process creates. You want the building at the sidewalk for pedestrians and the pedestrian scale. To set it back 20 ft like a residence it creates a disconnect.

Commissioner Chapman – But at least set it back enough to have a little bit of a landscape area. Are we having a landscape area?

Commissioner Rogers – The trees were in the front of the building; they possibly would bring that up to the sidewalk.

Carol Winner – I would mention that the applicant has provided older pictures from St. George that are older pictures.

DRAFT

Commissioner Fisher – And I think, Commissioner Rogers, that is what you're trying to get at is that this kind of a scape here, you want the buildings up against the sidewalk, the pedestrian area, to not create a disconnect.

Commissioner Rogers – When you look at the historic photos in the District of St. George they are right on the sidewalk.

Commissioner Chapman – And I don't a problem with that if you are in a commercial district that has building after building after building in commercial because it makes sense.

Commissioner Rogers – But that's what our new General Plan is trying to accomplish.

Commissioner Chapman – But that isn't what it is now, there are houses everywhere.

Commissioner Fisher – Right, and that's what the future General Plan is showing, we are trying to develop this area, it's residential character anymore.

Commissioner Chapman – I thought this was in the transition area where there is supposed to be both.

Stacy Young – This side of the street is in what is defined as the Central Business District. That implies that it is eventually intended to become a more intense vibrant part of the City. The future is to return to the past. These pictures are from the 50's and 60's when the population of St. George was 5,000 people. At that time the buildings right to the sidewalks were common. St. George architecture has always been really eclectic. In some ways we are really going back to our true roots.

Commissioner Fisher – There is no way to make this residential, nobody is going to pay to come in and tear down a house and build another house. If we were really thinking that hey there are houses there and we really need to keep houses there then the Richen's building wouldn't be there. And just across the street and down the street is all commercial. What would really be nice if we could make everybody take the homes that are there and turn them into commercial but it's not gonna happen.

Commissioner Chapman – I think it should be commercial to be honest. I think there is something to be said for scale.

Carol Winner – This is connected corridor; it is meant to be eclectic. Carol read the definition of connected corridor from the Downtown Plan.

Pro Tem Chair Andrus – It's called Connected Corridor, which means it's on major roads downtown or close to it, like a block or two. In my mind it's a transition area now, but in the future we're planning things like transit and pedestrian corridors and things that feel like a part of the downtown. This meets that vision of what we want to see in those types of areas of pedestrian friendly. The street trees, the balconies, the lights, those are the types of things we want to see in this area.

MOTION: Commissioner Fisher made a motion to recommend approval of item 2 adopting all of the staff comments except to the roofline as to the conditions regarding the landscape area but not stepping the roofline back.
SECOND: Commissioner Rogers

DRAFT

Clarification on the motion:
Commissioner Fisher – On the recommendations there are 3 by staff, my motion is to include all of the recommendations except the first one, which is as to the roof line.
ROLL CALL VOTE:
AYES (3)
Commissioner Rogers
Commissioner Fisher
Commissioner Andrus
NAYS (1)
Commissioner Chapman
Moves forward without recommendation

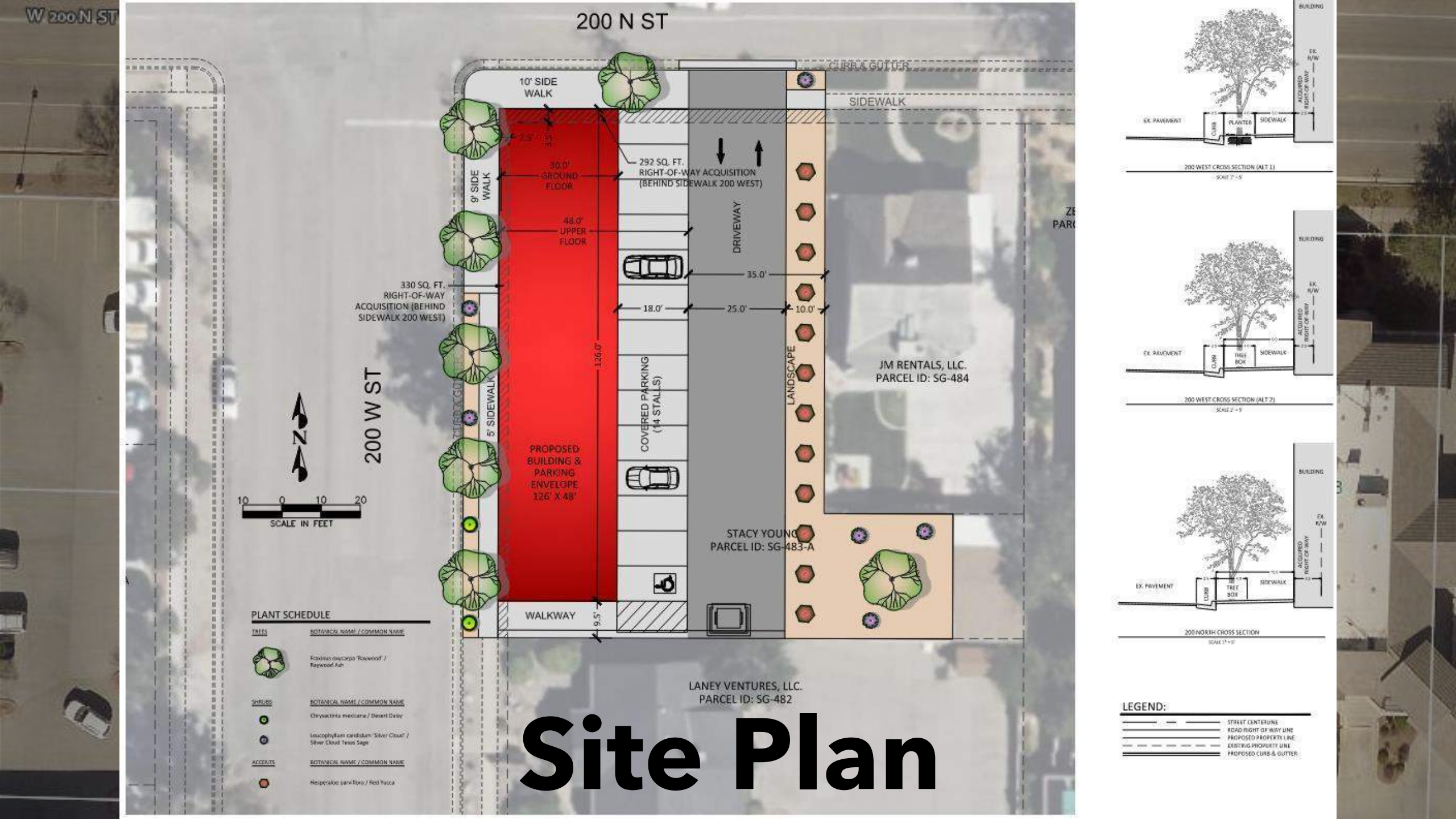
DRAFT

Exhibit D
PowerPoint Presentation

STG Inn

Planned Development Amendment

2023-PDA-008

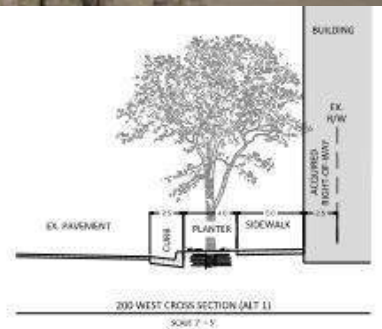


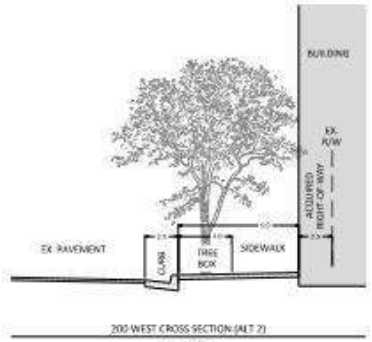
LEGEND:

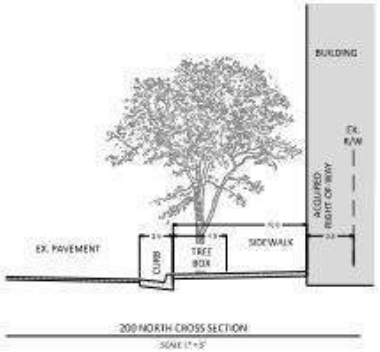
- STREET CENTERLINE
- ROAD RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED CURB & GUTTER

NEW

Site Plan







LEGEND:

STREET CENTERLINE
ROAD RIGHT OF WAY LINE
PROPOSED PROPERTY LINE
EXISTING PROPERTY LINE
PROPOSED CURB & GUTTER

A

B
NEW

C
NEW

NEW

A

B
NEW

C
NEW

A

NEW
B

C
NEW

Neighborhood Inn Overview:

Location & Building Style

Located in cities of all sizes, usually in lively or transitional neighborhoods. Building designs draw from a wide variety of architectural styles. May be preserved or rehabilitated historic property, including mid-century motor courts, or new construction.

Wyman,
Silverton CO

Kimber Modern,
Austin TX

Neighborhood Inn Overview:

Typical Scale & Site Usage

"Main Street" scale of modest height and overall building mass. Lot size is often similar to single-family residential use, but with greater building coverage. To activate the street frontage and optimize the use of precious land, it is common to have 0' setbacks along some or all property lines, along with different parking solutions compared with suburban settings.

Oxbow,
Eau Claire WI

Longman & Eagle,
Chicago IL

Neighborhood Inn Overview:

Value Proposition

A specific, design-forward guest experience compared with the standardized offerings of branded hotels. A location that caters to the park-once-and-walk visitor. Inns also frequently feature a restaurant or similar social space appealing not just to visitors but residents; property may be experienced more as a neighborhood amenity than something strictly for visitors.

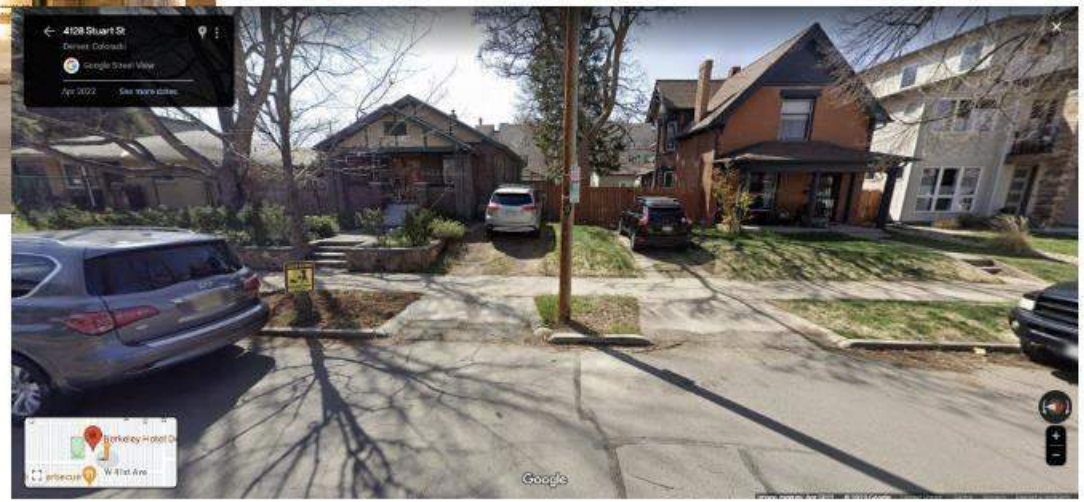
Modern,
Boise ID

Congress,
Tucson AZ

Neighborhood Context
(shared property line)

Case Study #1
Alsace, Los Angeles CA
Lot size: 11,700 Sq Ft
Guest rooms: 48

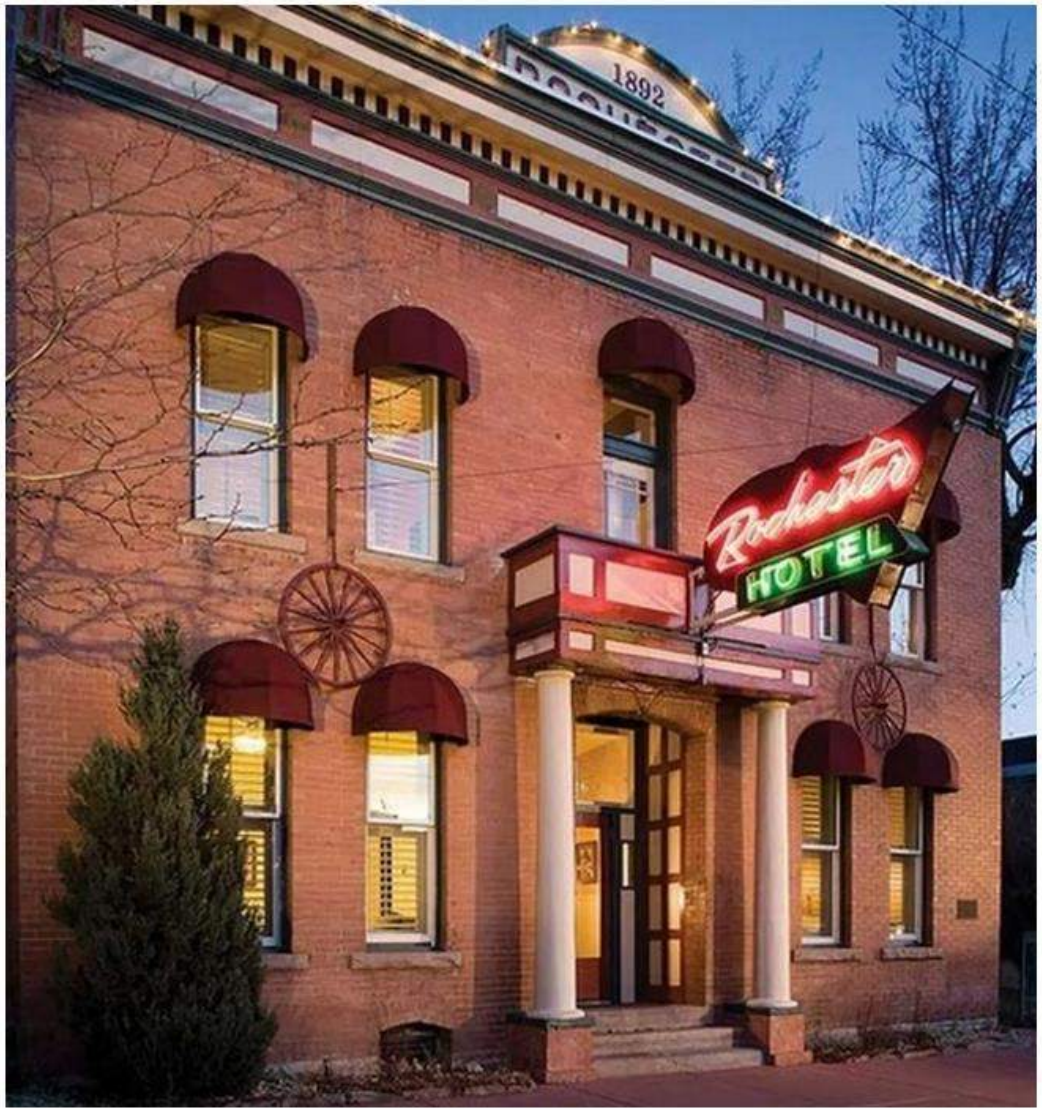
Neighborhood Context
(shared property line)



Case Study #2
Berkeley, Denver CO
Lot size: 11,500 Sq Ft
Guest rooms: 17

Case Study #3
Weatherford, Flagstaff AZ
Lot size: 10,350 Sq Ft
Guest rooms: 17

Case Study #4
Atticus, McMinnville OR
Lot size: 12,570 Sq Ft
Guest rooms: 36



Neighborhood Context
(shared property line)

Case Study #5
Rochester, Durango CO
Lot size: 7,500 Sq Ft
Guest rooms: 15

STG Inn: Policy Framework and the Design Response

- General Plan: Connected Corridor
  - Within Central Business District (“CBD”) overlay
- Zoning: PD-C
- Site layout and building design:
  - 10’ landscape buffer along east property line (P/L shared with the “Barton” STR)
  - Parking: 1 stall per hotel room + 2 for staff
    - The same, standard ratio as applied to larger, suburban hotels with greater staffing needs (despite General Plan guidance that parking in the Connected Corridor “should be scaled appropriately to a Downtown setting, with shared parking encouraged.”)
  - Parking Location: not in primary frontage and screened (Connected Corridor guidance)
  - Height Limits: 50’ PD-C, 40’ R-1 & RE-1, 35’ RCC
    - Proposed: 38’ (40’ surrounding rooftop deck)

North Elevation

Sconce lighting (Ex.)
(rooftop deck, covered parking)

Indoor social space (Ex.)

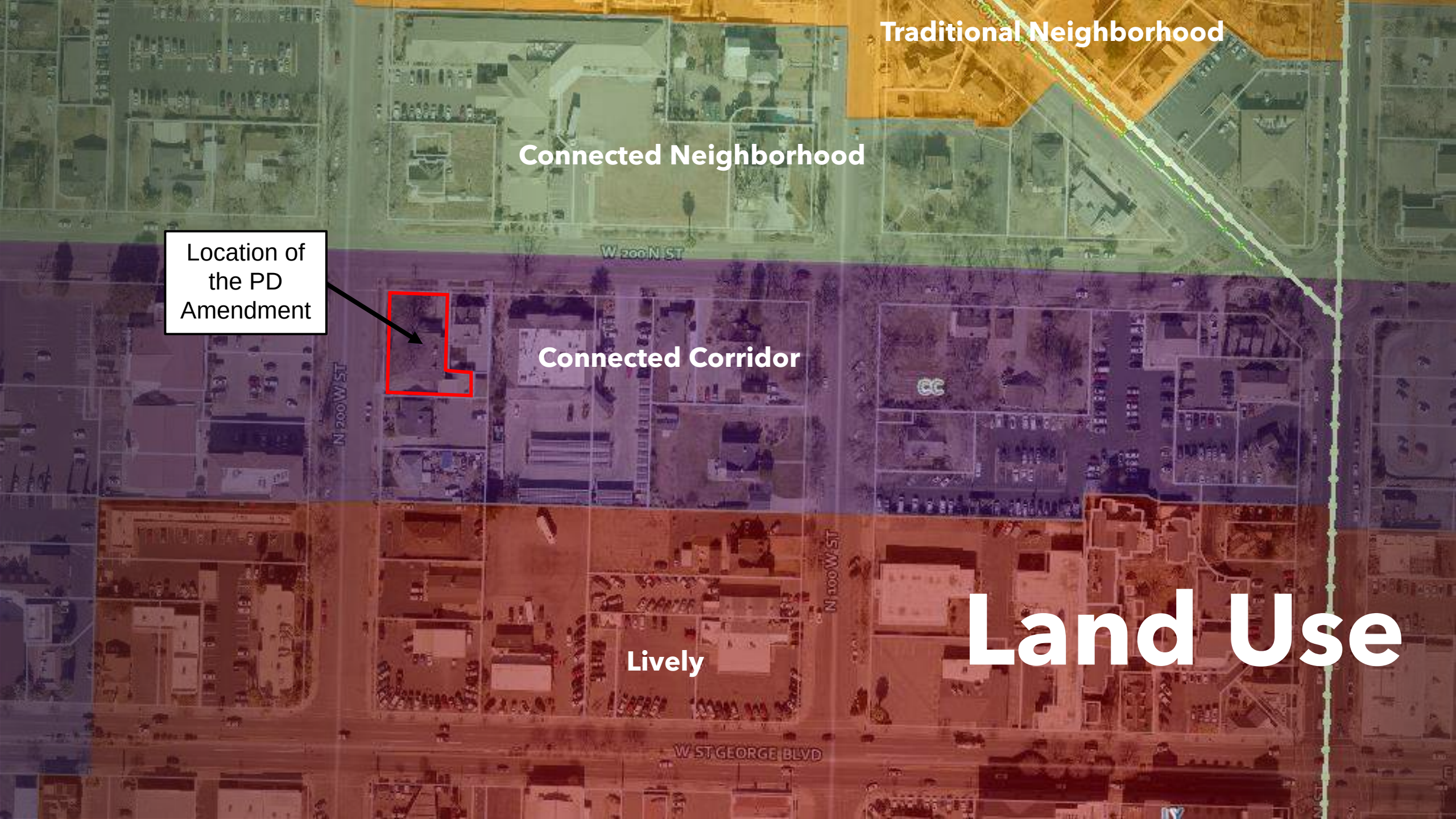
West Elevation

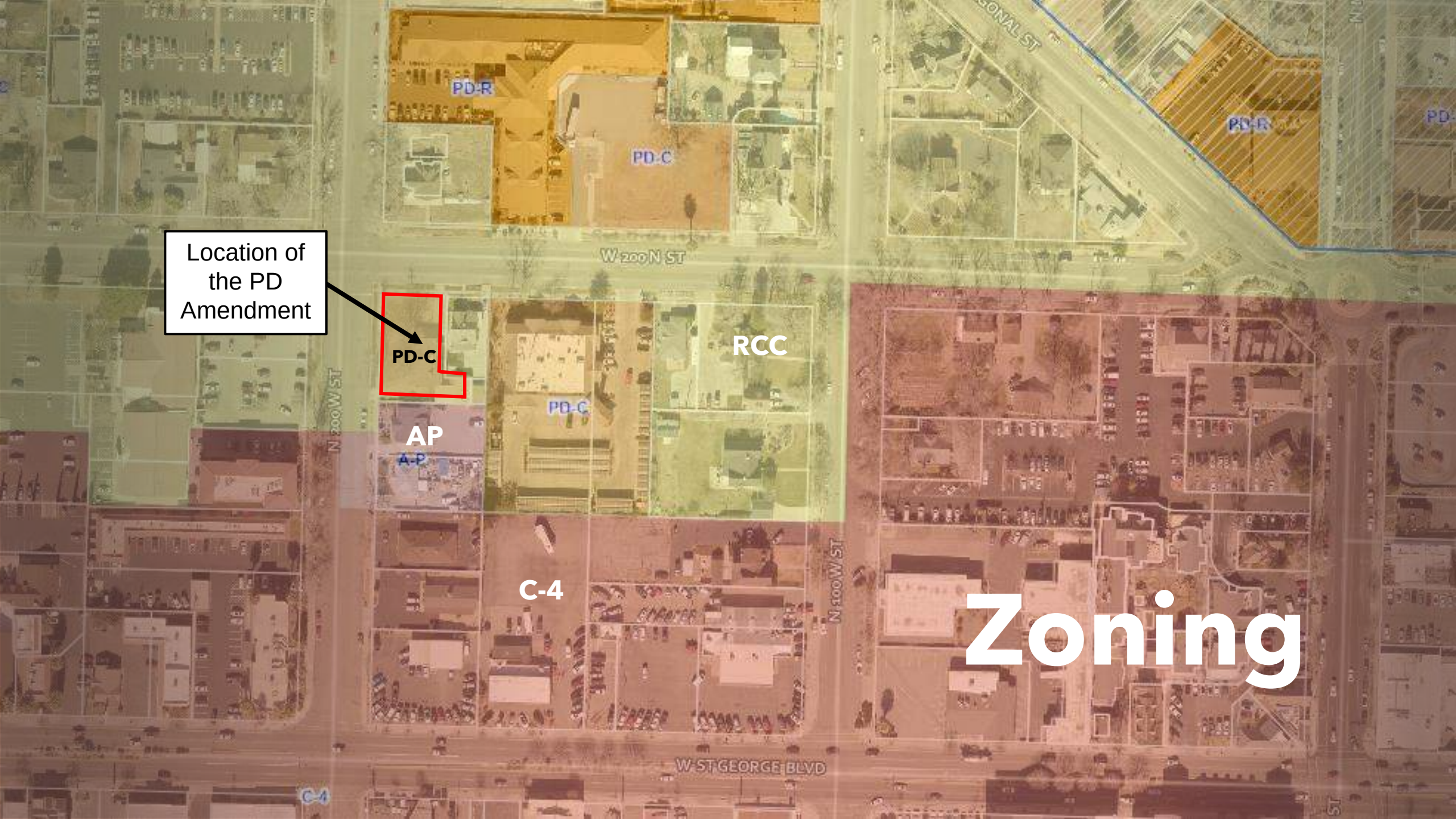
Street treatment (Ex.)

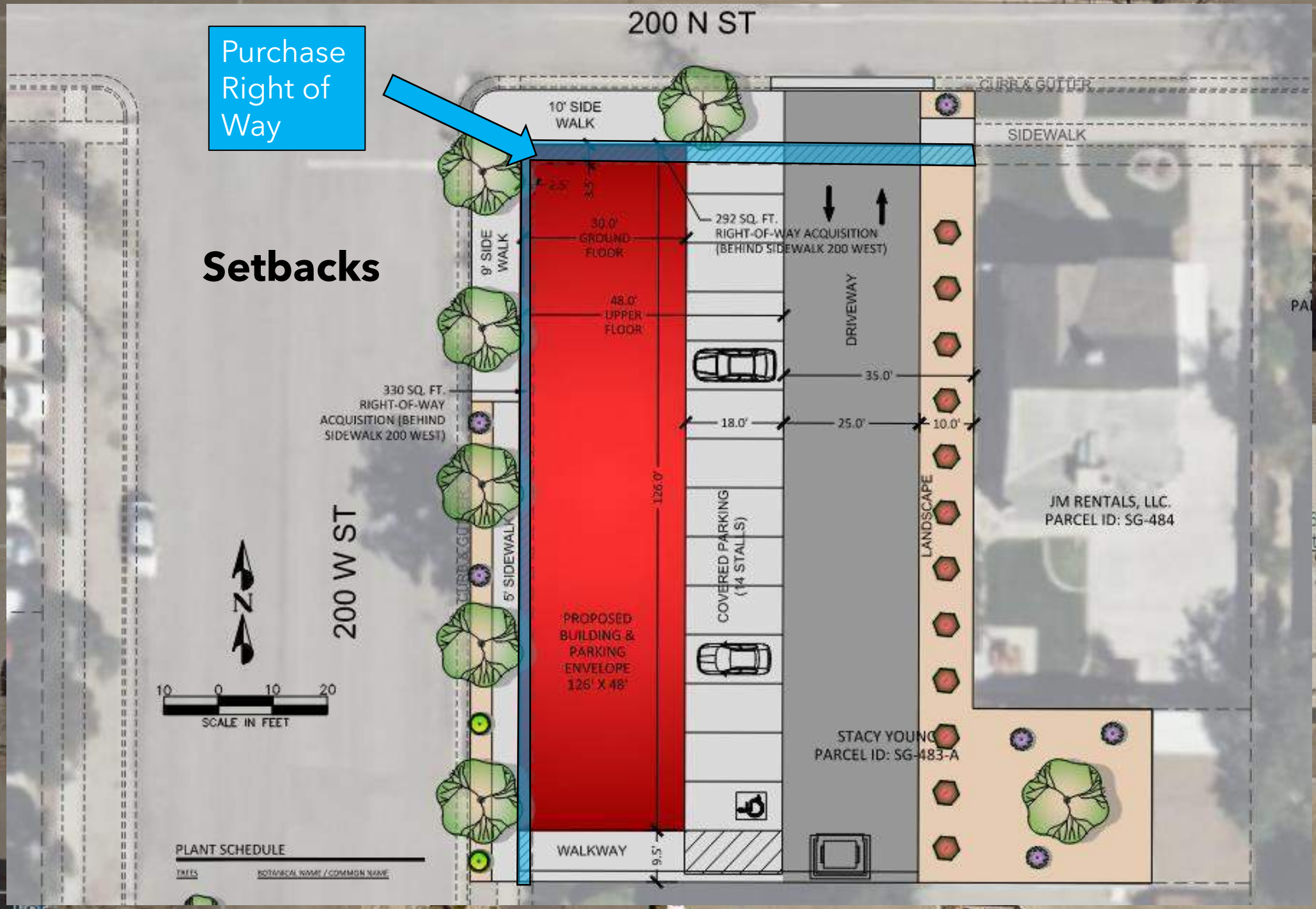
Outdoor social space
(Ex.)

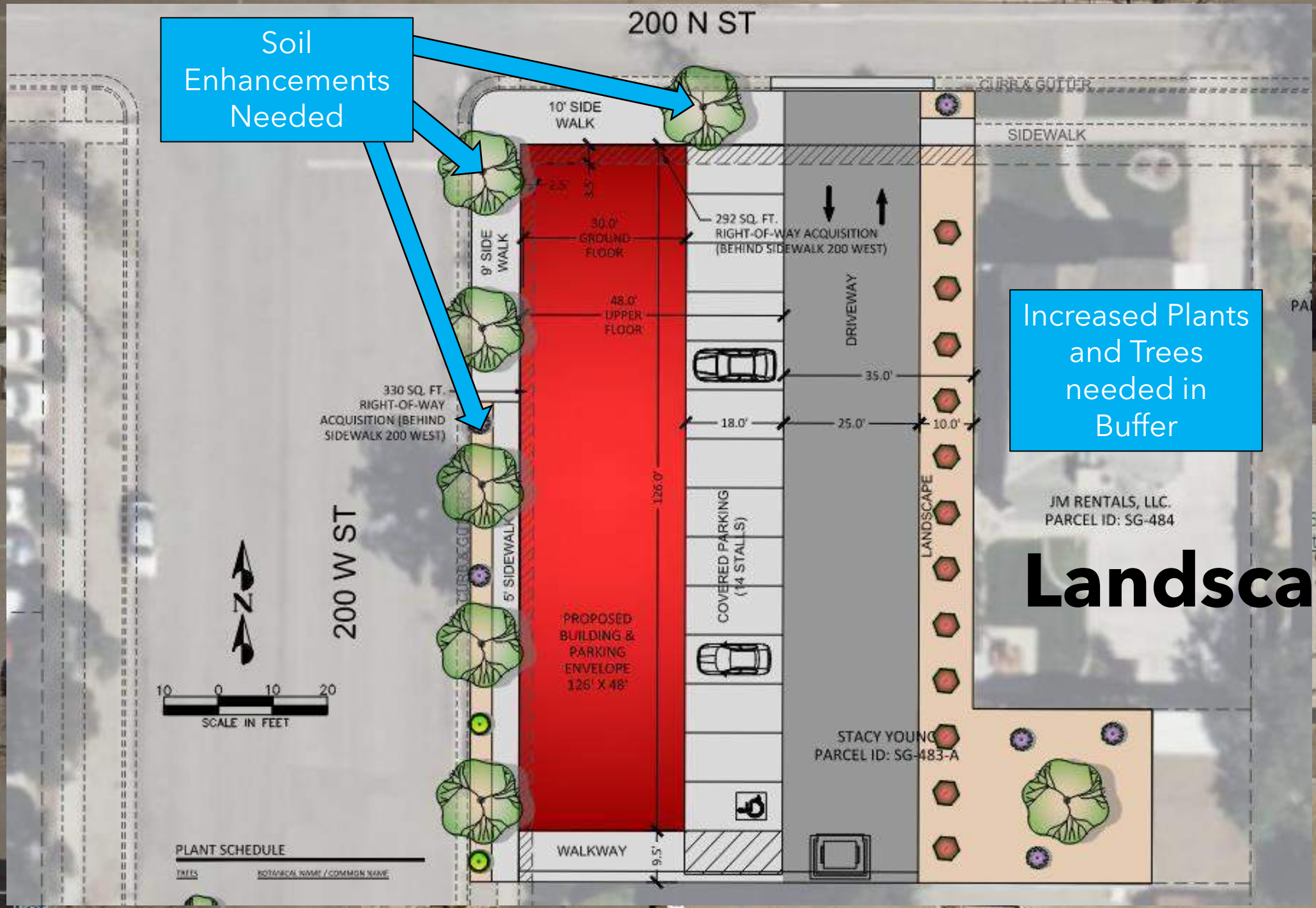
STG Inn
Lot size: 12,380 Sq Ft
Guest rooms: 12

Location of the PD Amendment
W 200 N ST
N 200 W ST
N 100 W ST
W ST GEORGE BLVD
E ST GEORGE BLVD
W DIAGONAL ST
E 250 N ST
N MAIN ST
Post Office
Downtown
Location


Traditional Neighborhood
Connected Neighborhood
Location of the PD Amendment
Connected Corridor
Lively
W 200 N ST
N 200 W ST
N 100 W ST
W ST GEORGE BLVD
Land Use


Location of the PD Amendment
PD-C
AP
A-P
PD-C
RCC
C-4
PD-R
PD-C
PD-R
W 200 N ST
N 200 W ST
N 100 W ST
W ST GEORGE BLVD
C-4
Zoning


200 N ST
Purchase Right of Way
Setbacks
10' SIDE WALK
CURB & GUTTER
SIDEWALK
2.5'
30.0' GROUND FLOOR
292 SQ. FT. RIGHT-OF-WAY ACQUISITION (BEHIND SIDEWALK 200 WEST)
9' SIDE WALK
48.0' UPPER FLOOR
DRIVEWAY
35.0'
330 SQ. FT. RIGHT-OF-WAY ACQUISITION (BEHIND SIDEWALK 200 WEST)
18.0'
25.0'
10.0'
126.0'
5' SIDEWALK
CURB & GU
COVERED PARKING (14 STALLS)
LANDSCAPE
JM RENTALS, LLC.
PARCEL ID: SG-484
200 W ST
PROPOSED BUILDING & PARKING ENVELOPE 126' X 48'
STACY YOUNG
PARCEL ID: SG-483-A
WALKWAY
9.5'
N
10 0 10 20
SCALE IN FEET
PLANT SCHEDULE
TREES
BOTANICAL NAME / COMMON NAME


Soil Enhancements Needed
200 N ST
10' SIDE WALK
CURB & GUTTER
SIDEWALK
9' SIDE WALK
30.0' GROUND FLOOR
48.0' UPPER FLOOR
292 SQ. FT. RIGHT-OF-WAY ACQUISITION (BEHIND SIDEWALK 200 WEST)
DRIVEWAY
330 SQ. FT. RIGHT-OF-WAY ACQUISITION (BEHIND SIDEWALK 200 WEST)
35.0'
18.0'
25.0'
10.0'
126.0'
200 W ST
5' SIDEWALK
COVERED PARKING (14 STALLS)
LANDSCAPE
PROPOSED BUILDING & PARKING ENVELOPE 126' X 48'
JM RENTALS, LLC. PARCEL ID: SG-484
Increased Plants and Trees needed in Buffer
Landscape
STACY YOUNG PARCEL ID: SG-483-A
WALKWAY
9.5'
10 0 10 20
SCALE IN FEET
PLANT SCHEDULE
TREES
BOTANICAL NAME / COMMON NAME

37′ H
35′ H
ELEVATION
Facing 200 West Street
ELEVATION
Rear of Building

1 A202 ELEVATION

SCALE: 1/4" = 1'-0"

Facing 200 North Street

2 A202 ELEVATION

SCALE: 1/4" = 1'-0"

Facing South Property

COLDWELL BANKER
PREMIER REALTY
435-628-6700
Danny Holt
435-632-4658

koni
Materials
KONIMATERIALS.COM
240.319.4350

Recommendation

The Planning Commission forwarded a negative recommendation with a 3-1 vote in favor of the amendment with the following conditions:

1. ~~**That the roof line be set back to match the building setback on the third floor.**~~

2. **That the landscape buffer is to contain a minimum of one tree every twenty linear feet and five plants or shrubs be planted every one hundred linear feet with these plants and shrubs to cover at least 50% of the buffer area within five years of planting.**

3. **That a plan, including maintenance, be submitted and approved by the Parks Department to plant trees along 200 West and 200 North Street rights-of-way and to utilize vines on the west façade that ensures the success of those plantings.**

Agenda Date: 07/20/2023 **Agenda Item Number:** 10

Subject:

Consider approval of Ordinance No. 2023-004 amending the city zoning map by amending the zone from C-2 (Highway Commercial) and OS (Open Space) to PD-R (Planned Development Residential) and adopting a development agreement on approximately 19.72 acres, located west of the 900 South and 250 West intersection for the purpose of allowing a 224 unit multi-family development to be known as Soleil Ridge Apartments, with conditions from Planning Commission. Case Nos. 2023-ZC-006 and 2023-DA-003

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Josh Lyon

Reference Number: 2023-ZC-006 & 2023-DA-003

Address/Location:

The property is generally located west of the 900 South and 250 West intersection.

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

This application has a long history. Between May 2020 and May 2021, four separate General Plan amendment applications came before the Planning Commission and City Council to change the land use designation on the property to HDR. The applicant then made an application for a hillside permit and a zone change. At the end of 2021, the application went to the Planning Commission where questions about the rockfall area and city property needed to be resolved before proceeding forward. The applicant has now resolved the mitigation issues and proposes a development agreement solidifies that proposal. The Planning Commission held a public hearing on June 27, 2023 and recommends approval of the application with conditions.

Staff Narrative (need/purpose):

The property is zoned C-2 and needs to be rezoned to PD-R prior to approval of a site plan. The proposed development agreement will allow rockfall mitigation, sale of the city property and in return require that seven units meet the requirements for affordable housing standards. A hillside permit also accompanies this application.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On June 27, 2023, the Planning Commission held a public hearing and recommended approval of the development agreement and zone change with the following conditions:1.That the applicant adds additional materials, texturing, and color to the concrete parking structures on the site as shown on the exhibits attached to this staff report; and2.That no additional financial charges are placed for private parking.3.That an increase in height is approved. 4.That the site must meet all aspects of the city codes not addressed by the development agreement. 5.That the lots are combined in a manner that is acceptable to the city.6.That the developer and owner and if in the future, if governed by an HOA, is prevented from requiring or placing any conditions on an occupants ability to use the garage spaces as theyre designed to meet the requirements for parking under the ordinance as we pass it today.

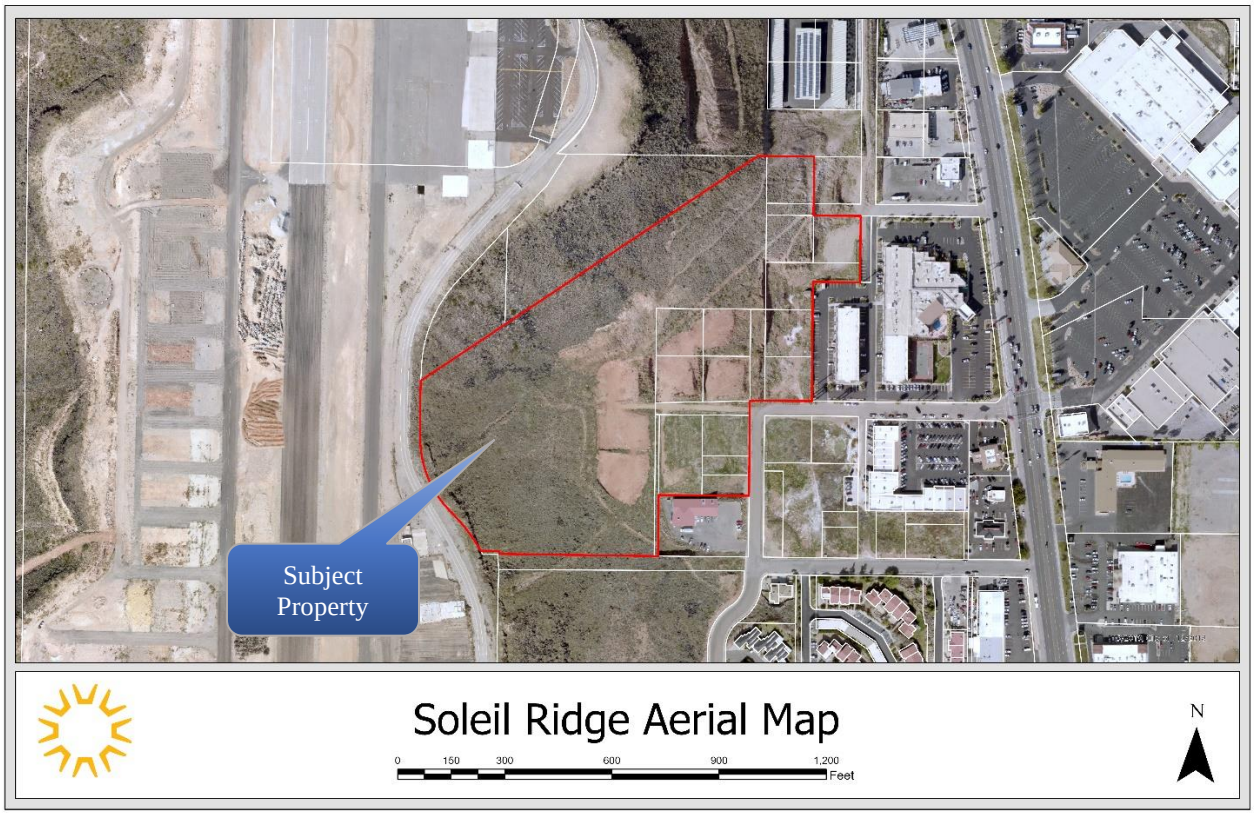
St.George
Community Development

ZONE CHANGE & DEVELOPMENT AGREEMENT

PLANNING COMMISSION AGENDA REPORT: 09/28/2021 (Continued)
PLANNING COMMISSION AGENDA REPORT: 06/13/2023 (Continued)
PLANNING COMMISSION AGENDA REPORT: 06/27/2023
CITY COUNCIL AGENDA REPORT: 07/20/2023

Zone Change & Development Agreement
Soleil Ridge Apartments
Case No. 2021-ZC-064
2023-ZC-006 & 2023-DA-003

Request:	Consider a Zone Change from C-2 (Highway Commercial) to PD-R (Planned Development Residential)
Applicant:	Wasatch Commercial Builders
Representative:	Josh Lyon
Area:	19.72 Acres
Location:	The property is generally located west of the 900 South and 250 West intersection.



Current Zone: C-2 (Highway Commercial)

General Plan: HDR (High Density Residential)

Updated Plan:
On September 28, 2021, the Planning Commission held a public hearing for a zone change to a Planned Development (PD) on the site. Several concerns were brought up at that meeting and are addressed below. Staff has been working with the applicant on a development agreement which will address some concerns remaining on the project.

1. *Additional detail on the rock wall or other type of wall that will be on the west and the north.* The applicant submitted an updated rockfall mitigation and slope protection report. That report can be found as exhibit B of this staff report. Wall details can be found in that report.
2. *Additional detail on the parking structure on their elevations, inside and outside the property.* The applicant has revised the parking structure to add additional detail such as stone that would tie the structure to the buildings. See updated elevations in the presentation attached to this staff report.
3. *The rockfall issue of structures inside the rockfall area and how those will be mitigated*. One of the concerns and reasons for staff recommending denial of the application as it is currently designed is that there are still buildings within the identified rockfall hazard area. The applicant is proposing fencing to mitigate any potential rock fall hazard. Over the past year and a half since this was last reviewed, there has been extensive discussion between the applicant and city to the point where the staff is comfortable seeing this move forward. This is part of the development agreement that will be discussed in more detail later. See Exhibit B for details.
4. *Report on the discussion with the neighbors to the North concerning connectivity at 800 S Street.* The applicant is proposing an access point to 800 South.

Background:
The property was originally subdivided into blocks and lots in 1946 as the Worthen Subdivision. This subdivision was later amended and extended as the 1948 Addition to Worthen Subdivision and extended again in 1955. The lots were sold off and used primarily for corrals and sheds. Lots were graded and terraced to accommodate these uses which accounts for the level spaces on the property today. It isn't clear when those uses were removed from the property, but it has remained vacated for many years. Much of the property is sloped leading up to the old airport or future Tech Ridge property. This sloped area is proposed to remain undisturbed hillside property.

Proposed Site Details:
Currently, the site is free from any buildings or structures and is comprised of a number of lots and parcels that have been assembled together. As previously discussed, the site has several level pads that were previously used to keep animals which use has since been abandoned. The combined acreage of property is approximately 19.72 acres.

The proposed site plan depicts seven apartment buildings, parking structures and amenity/landscaping areas. In order calculate density on the property, a slope survey was provided showing what areas would be disturbed and what would be left alone.

conducted to determine which areas are up to 20%, 21-30%, 31-40%, and 40% plus. The ordinance allows a percentage of the property to be calculated based on its slope for the purposes of calculating density. In this case a total of 224 total units would be allowed given the slope (over 6.5 acres is over 40% which may not be factored into the density calculation).

General Plan: Over the past few years, four applications have been made to change the general plan as property has been amassed. All four proposed changes have been approved with the final result being High Density Residential land use (up to 22 units per acre) on the property. If density is calculated on the entire 19.72 acres, the density is 11.3 units per acre. If it is calculated based on the project area to be disturbed, the density is 21.56 units per acre. In either case, the density meets the requirement for less than 22 units per acre.

Parking: Under section 10-19-4(A)(4) of the St. George zoning code, each unit is required to provide two parking stalls, one of which must be covered, plus one stall for every three units for guest parking. With 224 units, this would yield a total requirement of 523 stalls (2x224=448+75 guest stalls). 223 of the stalls must be covered. The site provides a total of 526 stalls which meets the requirement for both resident and guest parking.

Part of the proposal for parking is incorporating two parking structures. Those parking structures are concrete which is to be expected. However, staff is concerned with the appearance of plain concrete parking structures. Staff is suggesting that they make improvements through change of materials and/or coloring and stamping the concrete to provide visual interest. The applicant is also proposing smaller garages on the northern portion of the property. Any garage must be open to all residents and guests and may not be charged by the owner.

Elevations: Each building has been designed individually. That said, they are all proposed to be between 52.5 and 54.5 feet tall and four stories. The maximum height of buildings in the PD-R zone is forty feet tall. Section 10-7F-4(C) provides an allowance for the increased height. It states:

> C. *Height Regulations:* No residential dwelling shall be erected to a height less than ten feet (10') and no structure shall be greater than forty feet (40'). The city council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following:
>
> 1. Proposed setbacks provide an appropriate buffer to neighboring properties;
> 2. Increased landscaping enhances the project and reduces any negative impacts;
> 3. Site layout and design enhance the project and reduce any negative impacts;
> 4. The massing and building scale is appropriate for the location;
> 5. The proposed height increase is appropriate for the area; and
> 6. The increase in height is consistent with any applicable master plan.

The materials to be used are varying colors of cement lap siding (Hardie Board), stone and stucco with metal facia highlights. The materials and colors have been chosen to complement each other. The hillside ordinance requires that the colors be earth tones which they have accommodated.

Landscaping/Amenities: The site is required to maintain a minimum of 30% landscaping/open space. The site has been designed with 30% formal landscaping. Additionally, the site will leave the six plus acres on the west side that is hillside in a natural state (this is not worked into the landscaping calculation). Additionally, a multi-family development must provide usable recreation areas, in this case at least 44,600 sq ft. The applicant is indicating approximately 45,000 sq ft of usable amenity area. The site depicts a pickleball court, a clubhouse, pool, BBQ area, Spa, and other outdoor amenity areas. The details on all of the amenities and landscaping will be reviewed at the time of site plan.

Hillside Review: In August of 2020, the property was under different ownership which was pursuing a different layout. That layout went to the Hillside Review Board but went no further. In August of this year, under new ownership (current owner), the application went to the Hillside Review Board for their review. That application will be presented along with this zone change application and will have details regarding that application. Ultimately, the Hillside Review Board recommended approval of the application.

City Parcel: There is an approximately 395'x11' "sliver" parcel that is owned by the city on the southern portion of the site. The site plan shows a portion of a structure that overlaps that parcel. The City has worked with the applicant on this issue. It was a parcel that was handed over to the city from the County. Through the development agreement, the city will turn that over to the applicant in exchange for seven units that will meet the affordable housing standards.

Development Agreement (DA): Since the time of the public hearing in September of 2021, the applicant has worked with the legal department to work out details of a development agreement that would deal with a number of issues. The issues resolved through the DA are:

1. Rockfall Mitigation Measures – The Development agreement will allow for the applicant to implement the wall and rock fall fence as proposed. This is a new mitigation strategy to the city and as such, it is integrated into the DA.
2. Sliver Parcel – As previously mentioned, there is a parcel of land that extends into the subject project area which is owned by the city. The applicant has designed a portion of a structure to straddle the parcel. In order for that design to work, the applicant needs to own that property.
3. Attainable Housing – The city, through the DA agrees to deed the sliver property over and allow the rockfall mitigation in exchange for seven attainable housing units. These units will be in perpetuity and will be floating units meaning that they will not be in any one particular spot but may be transferred throughout the facility as they become available. As the city is in desperate need of attainable housing, staff felt this was a good exchange.

The development agreement is attached to this staff report as Exhibit D for consideration by the Planning Commission. A motion will need to be made on the proposed DA.

Planning Commission Hearing:
On June 27, 2023, the Planning Commission held a public comment to receive input from the public. No comment was given. After discussion on the project, they recommended approval with a 6-0 vote, including the conditions in the staff report and including an additional condition:

1. That the developer and owner and if in the future, if governed by an HOA, is prevented from requiring or placing any conditions on an occupant's ability to use the garage spaces as they're designed to meet the requirements for parking under the ordinance as we pass it today.

City Council will need to make two separate motions for this application, one motion for the development agreement and a separate motion for the zone change. Staff is recommending approval of both applications.

Alternatives:
1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Table the proposed zone change amendment to a specific date.

Possible Development Agreement Motion: "I move that we approve the development agreement for Soleil Ridge Apartments, case no. 2023-ZC-006, based on the findings and subject to the conditions listed in the staff report and recommended by Planning Commission (with the following additional conditions…)."

Possible Zone Change Motion: "I move that we approve the zone change for Soleil Ridge Apartments, case no. 2023-ZC-006, based on the findings and subject to the conditions listed in the staff report and recommended by Planning Commission (with the following additional conditions…)."

Findings for Approval:
1. That a zoning map amendment application was filed by the applicant in accordance with section 10-1-8 of the St. George city code.
2. That a development agreement was negotiated between the city and the applicant.
3. That the development agreement resolves the outstanding issues of the city property and rockfall mitigation and in return provides for attainable housing.
4. That the height and architecture is appropriate for the area.
5. That there is adequate ingress and egress to the site.
6. The density meets the requirements of the general plan of 22 units per acre.

Conditions of Approval (if positive recommendation):
1. That the applicant adds additional materials, texturing, and color to the concrete parking structures on the site as shown on the exhibits attached to this staff report; and
2. That no additional financial charges are placed for private parking.

3. That an increase in height is approved.
4. That the site must meet all aspects of the city codes not addressed by the development agreement.
5. That the lots are combined in a manner that is acceptable to the city.
6. That the developer and owner and if in the future, if governed by an HOA, is prevented from requiring or placing any conditions on an occupant's ability to use the garage spaces as they're designed to meet the requirements for parking under the ordinance as we pass it today.

EXHIBIT A

APPLICANT NARRATIVE

Soleil Ridge

Soleil Ridge, a luxury community located in the epicenter of the city of St. George, Utah. Designed to provide a premium living experience for Southern Utah's growing population that encompasses apartments homes and best-in-class amenities. The modern architecture features designs that incorporate the idealistic landscape along with angles and structures that allow for the enjoyment of the scenic landscape.

Nestled at the base of Tech Ridge, Soleil Ridge features eco-friendly solar powered resources that offsets the impact on the community. The property is able to meet the growth demands of the area by creating housing for the up-and-coming Tech Ridge development with 223 multi-family units.

The Wasatch Group

WASATCH GROUP

595 South Riverwoods
Parkway, Suite 400
Logan, Utah 84321

T: (435) 755-2000

WASATCHGROUP.COM

EXHIBIT B

ROCKFALL MITIGATION
AND
SLOPE PROTECTION REPORT (AGEC)

AGEC
Applied GeoTech

October 6, 2021

Wasatch Commercial Builders, LLC
40 East Galivan Way 2nd Floor
Salt Lake City, Utah 84111

Attn: Josh Lyon
email: jlyon@wasatchcb.com

Subject: Rockfall Mitigation and Slope Protection Recommendations
Soleil Ridge
St, George, Utah
AGEC Project No. 2201872

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to provide recommendations for rockfall mitigation and slope protection for the above referenced project. AGEC has previously provided a Rock Fall Study for the property under Project No. 2192092. As a part of the project, a rockfall hazard has been identified and evaluated by AGEC. During the study, the rockfall hazard was defined and a rockfall "runout line" was determined. AGEC was requested to provide options for mitigation of the rock fall hazard. The rockfall hazard area includes the hillside perimeter of the property on the northwest, west and southwest. See photos No. 1 and 2 for typical slope conditions.

AGEC has further evaluated the rockfall into levels of hazard areas that have been designated as Zones for various levels of rock fall hazard (See Figure 1). The rock fall hazard was divided into Zone 1 (High), Zone 2 (moderate) and Zone 3 (low). These zones were based on our evaluation of the potential risk of rockfall, source of rock, steepness of the slope and the proximity of planned adjacent buildings.

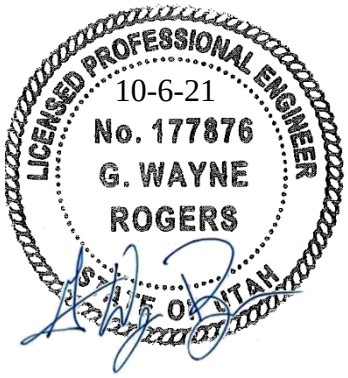
AGEC has previously provided a preliminary slope detail during the original hillside review. The original detail was provided prior to the current plan. This detail has been modified to assist with rockfall mitigation due to the current plan and building locations. Based on the additional evaluation and changes in the proposed construction, a revised detail has been provided on Figure 2 with the notes on Figure 3. The detail includes that the existing slope will be cut into bedrock at approximately ½ to 1 (horizontal to vertical) with benches per IBC Chapter 18, Appendix J. The base of the cut slope will have a rock slope with a

drainage catchment or ditch at the top of the wall. The top of the slope will include a rockfall berm that varies in size depending on the rockfall Zone designation shown on Figure 1. Several photos of an adjacent project, Monster Storage and another similar project, Red Rock Commons (Dicks Sporting Goods) showing the slopes is provided in photos 3-7. The Monster Storage project is nearby with similar layers of materials anticipated and the Red Rock Commons project shows a similar condition. In each case, it will be necessary to provide some long term weathering or raveling of smaller particles over time.

As an alternative to the rockfall berm in Zone 1, AGEC is evaluating the potential use of a Rockfall Fence product called Geobrugg. AGEC has utilized the product for this purpose previously on a local project in Ivins called Sentierre (south of Tucahn). Several photos of the product are attached. The rock fall fence would be a preferred mitigation and would be able to minimize the bench and slope cut at the top of the cut zone. The design for the rock fall fence would include foundations supported on micropiles also used for lateral support. The fence product is primarily a high strength steel mesh product with cables that absorbs the energy from a rock fall event. If this alternative is to be utilized, AGEC will assist in the design along with a structural engineer and engineers from Geobrugg.

If you have any questions, or if we can provide additional information, please contact us.

Sincerely,
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



G. Wayne Rogers, P.E.
P:\2020 Project Files\2201800\2201872 - GT Soleil Ridge (The Cove)\slope letter.docx

Photo No. 1, View of SW portion of hillslope

Photo No. 2, View of North Slope area

Photo No. 3, View of Monster Storage cut slope

Photo No. 4, View cut face on back side of Monster Storage- Sandstone Rock

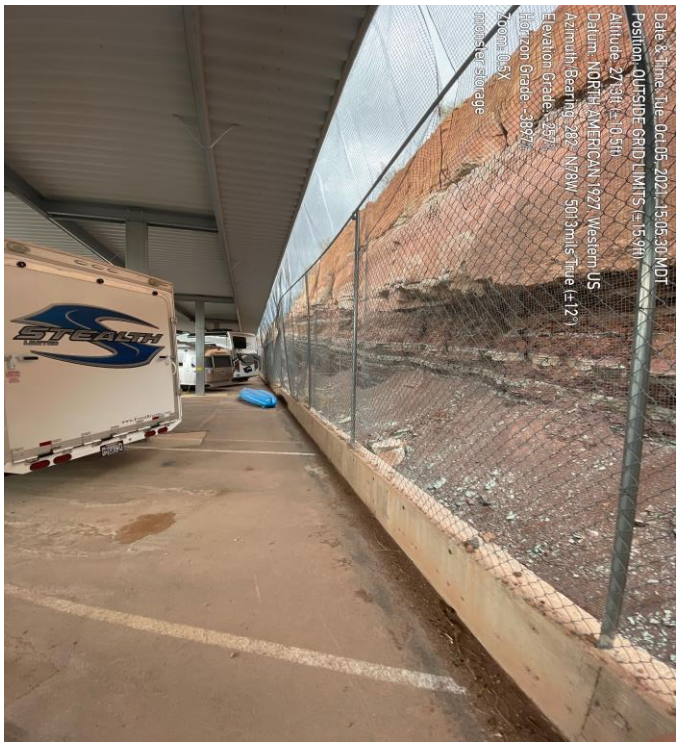


Photo no. 5 – View of cut face in mudstone- Monster Storage

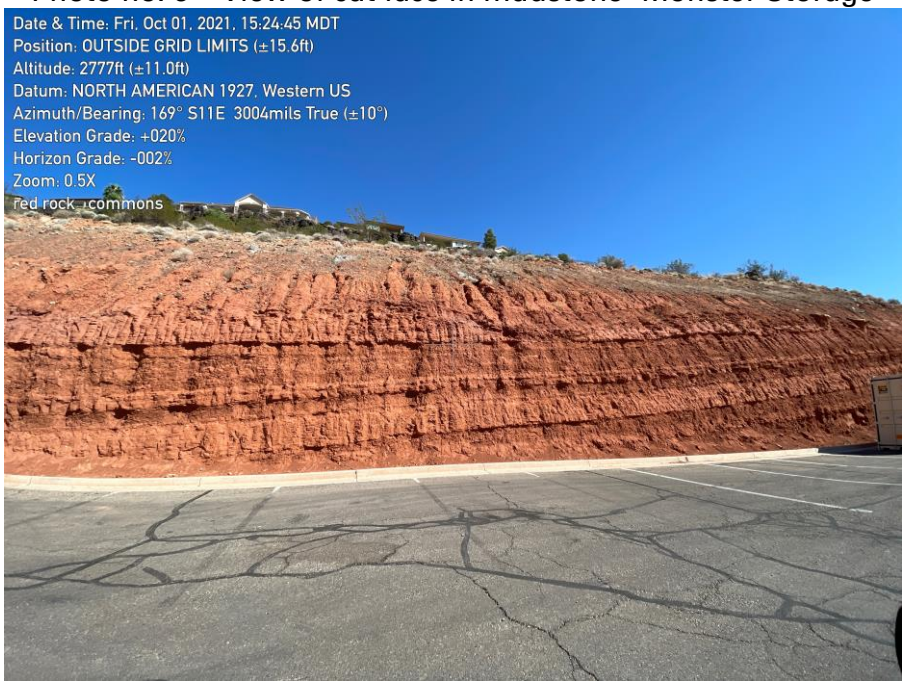


Photo No. 6 – View of cut face in shale bedrock – Red Rock Commons

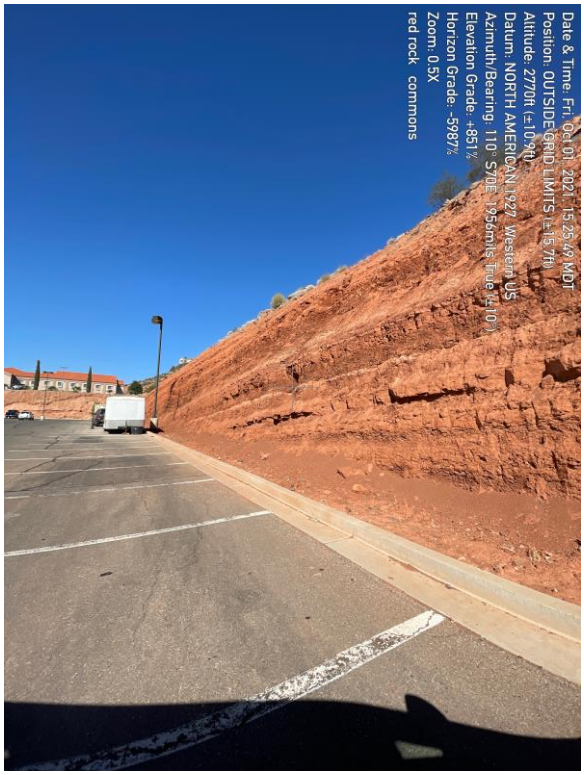


Photo No. 7, View of cut face – Dicks Sporting Goods

Photo No. 8 – View of rock fall fence – Sentierre

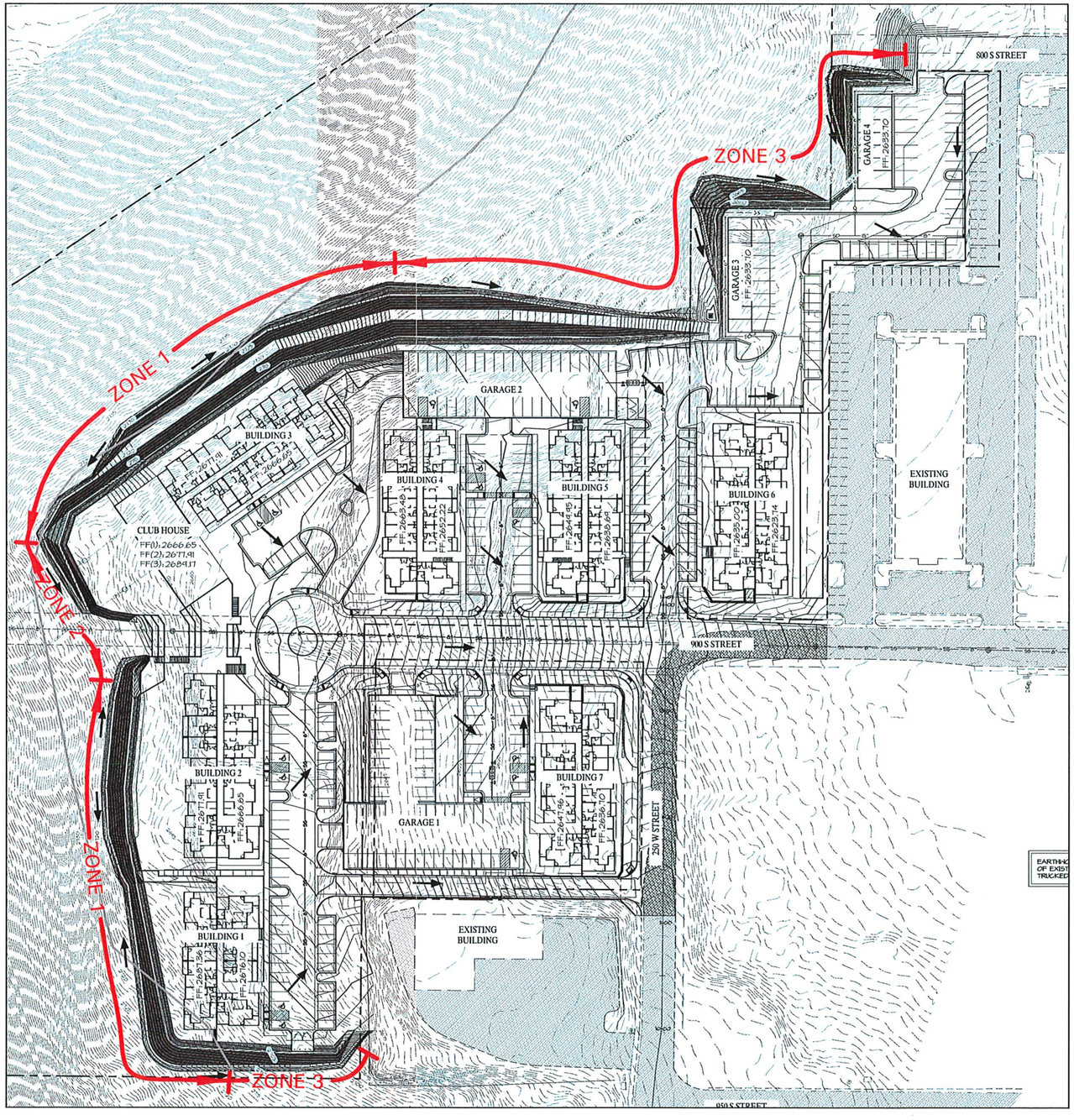
Photo No. 9 – Veiw of rock fall fence - Sentierre

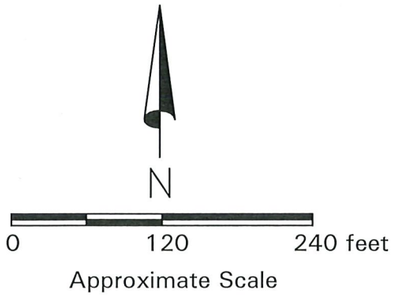
Photo No. 10 – View of rock fall fence - Sentierre

Photo No. 11 – View of rock fall fence - Sentierre

SOLEIL RIDGE
ST. GEORGE, UTAH

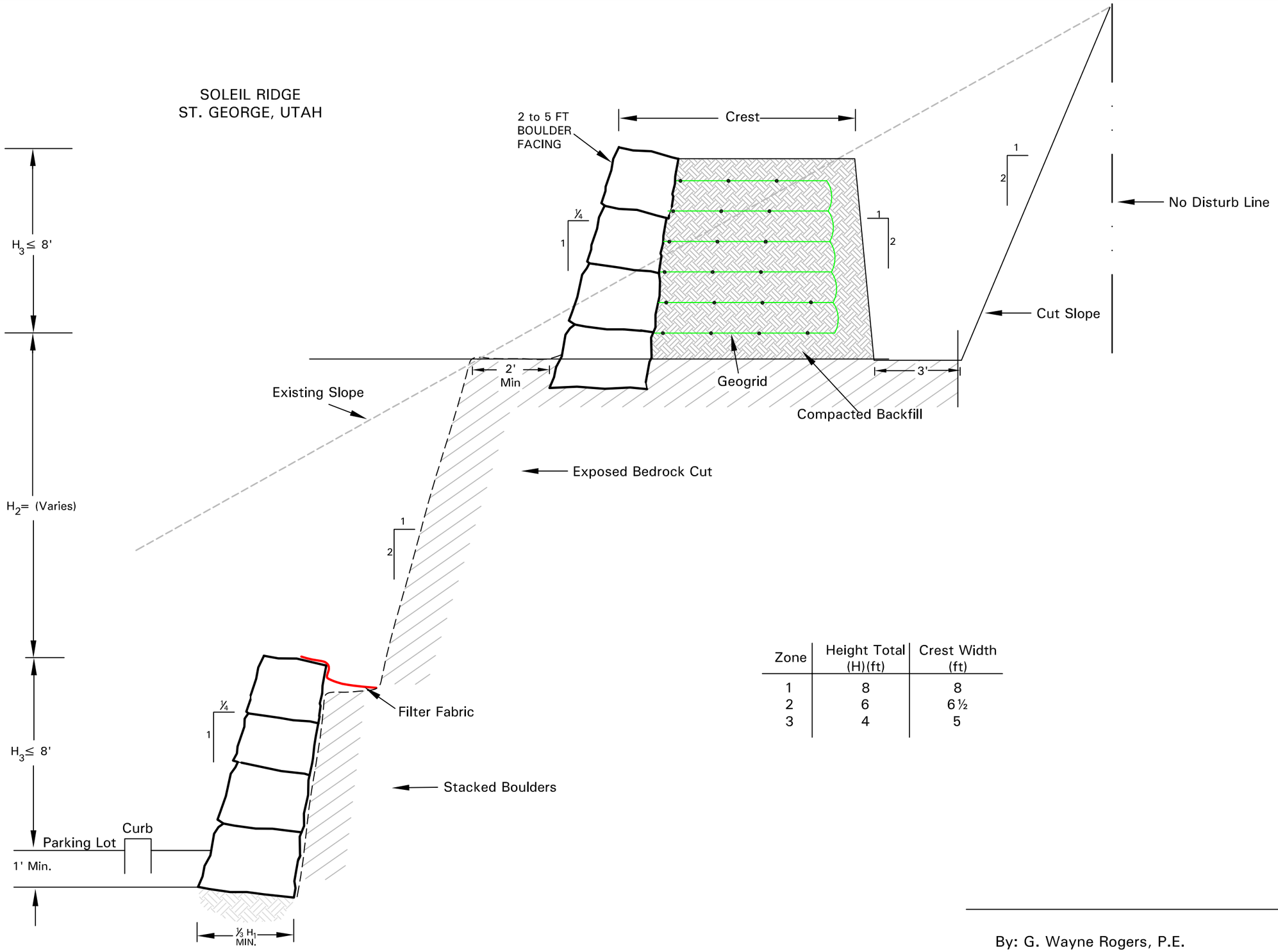
Zone	Height Total (H)(ft)	Crest Width (ft)
1	8	8
2	6	6½
3	4	5





2201872	AGEC	Site Plan	Figure 1

SOLEIL RIDGE
ST. GEORGE, UTAH



Zone	Height Total (H)(ft)	Crest Width (ft)
1	8	8
2	6	6½
3	4	5

By: G. Wayne Rogers, P.E.

2201872	AGEC	ROCKERY FACED SLOPE DESIGN	Figure 2

SOLEIL RIDGE
ST. GEORGE, UTAH

Geosynthetic Reinforcement Schedule ¼:1 (H:V) Slope

Top Tier Boulder Faced Fill Slope Height (ft)	Geosynthetic Reinforcement Required	* Geogrid	Geosynthetic Vertical Spacing (ft)	Grid Lengths (L)
			S_1	L_1
$H_T \leq 8$	Yes (upper)	Mirafi 5XT	1	Full Berm

* Approved Equivalents - Tensar UX1500HS = Miragrid 5XT = Fortrac 80/30-20 = Macaafari WG5

Boulder Slope Construction Notes:

1. Stacked boulders should consist of durable material resistant to weathering and approved by AGEC. Boulders should typically range from 2 to 4 feet in size with boulder sizes decreasing as they are stacked. Typical materials suitable for this application include basalt, limestone and some sandstones. The on-site sandstone should be suitable.
2. The slope/boulder foundation subgrade should be cleared of vegetation, rock or other obstacles and the surface level and smooth such that depressions and humps do not exceed 6 inches.
3. The boulders placed at the base of each tier should be embedded at least 1 foot below the lowest adjacent grade.
4. The subgrade should be properly prepared by compacting to at least 95% of ASTM D-1557.
5. The boulders should be stacked no steeper than ¼:1 (H:V). Less steep slopes may be required at the engineers discretion.

Geosythetic Notes:

1. Geosynthetic reinforcement should be placed continuously in the primary strength direction. It may not be spliced in the primary strength direction.
2. The placement of the geosynthetic reinforcement should be observed by a representative of AGEC to verify the specified geosynthetic is being used and properly placed. It should be stretched by hand until taut and free of wrinkles. Individual lengths of the geosynthetic reinforcement should be overlapped at least 1 foot.
3. The filter fabric should consist of Mirafi 140N non-woven filter fabric or equivalent.

Grading Notes:

1. The onsite sand may be used as backfill.
2. Backfill placed behind boulders and in reinforced areas should be tested frequently to verify compaction is at least 95% of the maximum dry density as determined by ASTM D-1557. We recommend a testing frequency of each lift of fill placed staggered approximately every 50 lineal feet. If the fill is not properly compacted, the stability of the slope will be reduced.
3. Backfill should be placed/spread over layers of specified geosynthetic in such a way which minimizes wrinkles and/or movement of the geosynthetic. Backfill within 3 feet of the boulders should be compacted with hand compaction equipment. Rubber-tired equipment may be utilized to compact the fill without causing damage to the geosynthetic. Track-mounted equipment should not be operated directly on the geosynthetic. At least 12 inches of fill should be placed above the geosynthetic prior to operating track-mounted equipment.

By: G. Wayne Rogers P.E.

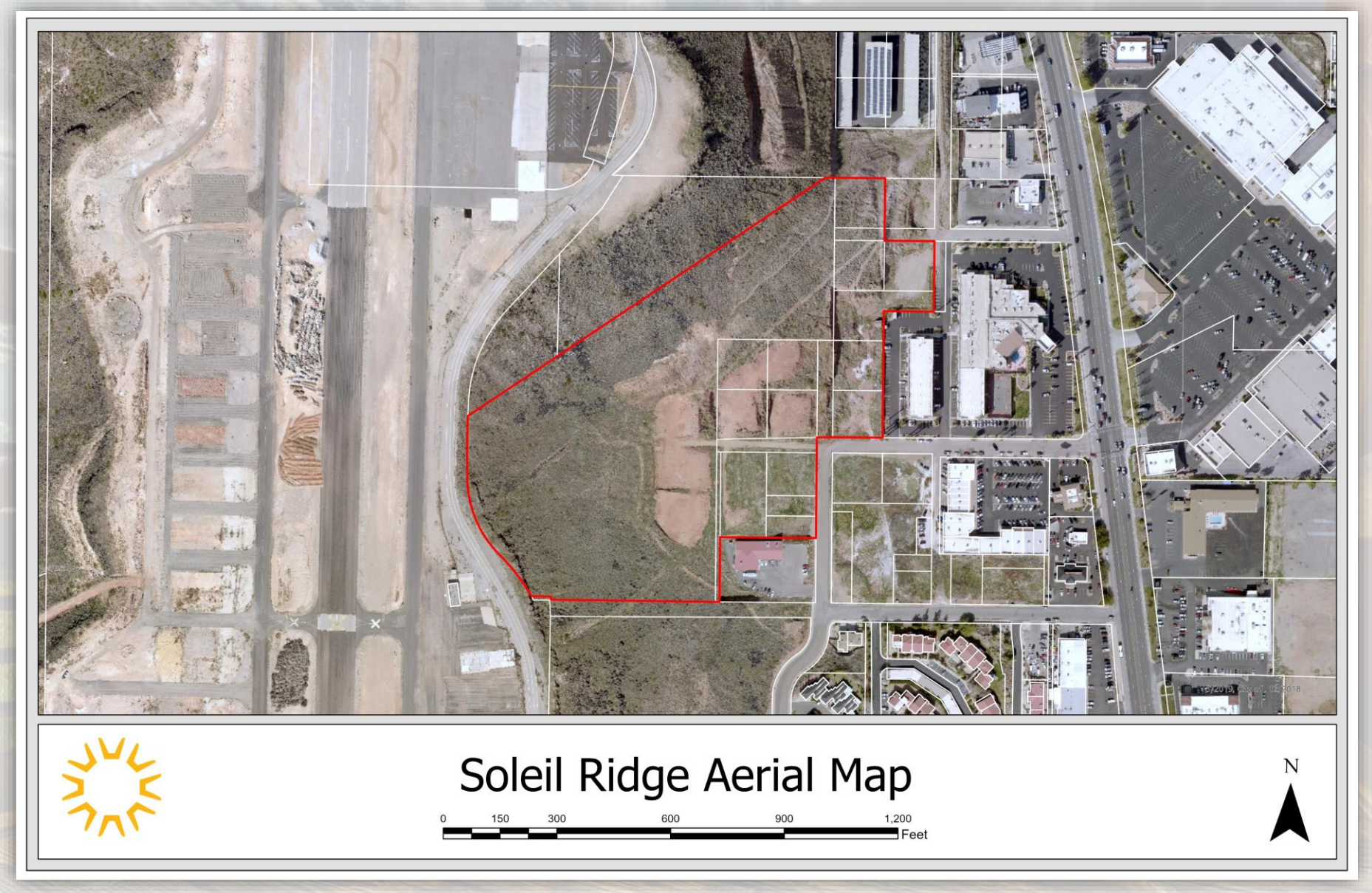
EXHIBIT C

POWERPOINT PRESENTATION

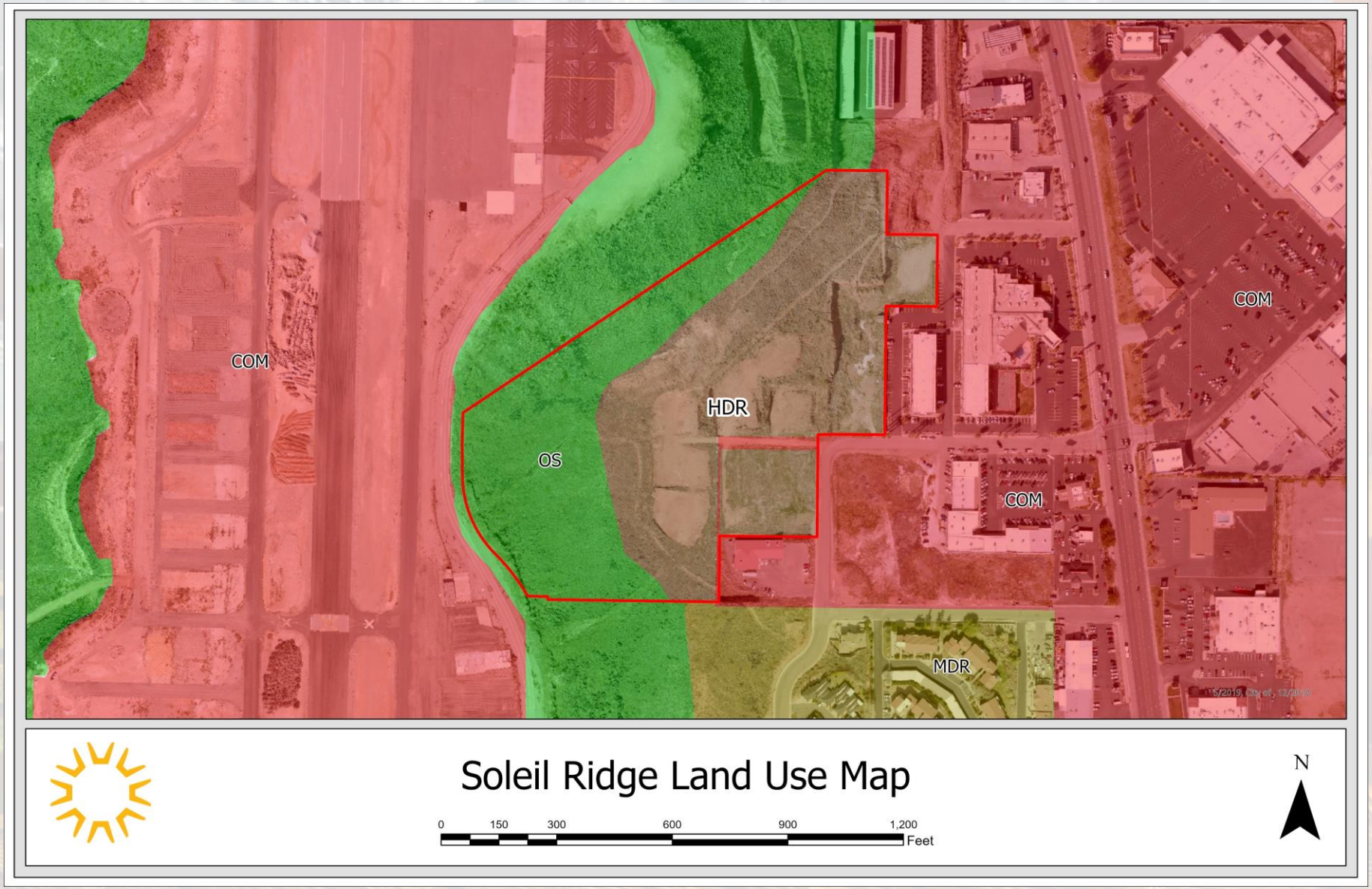
Soleil Ridge Apartments Zone Change

2021-ZC-064

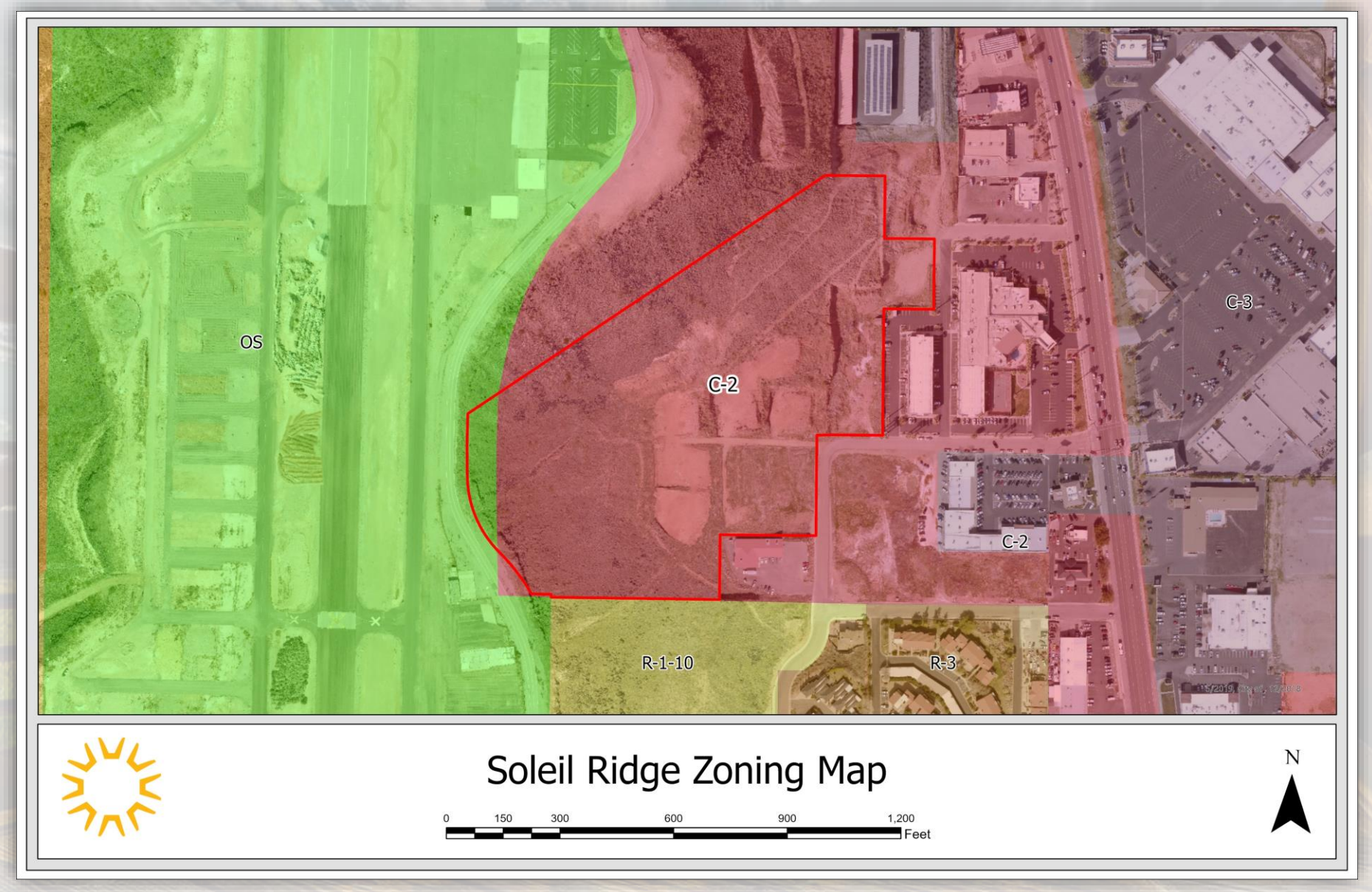
Aerial Map



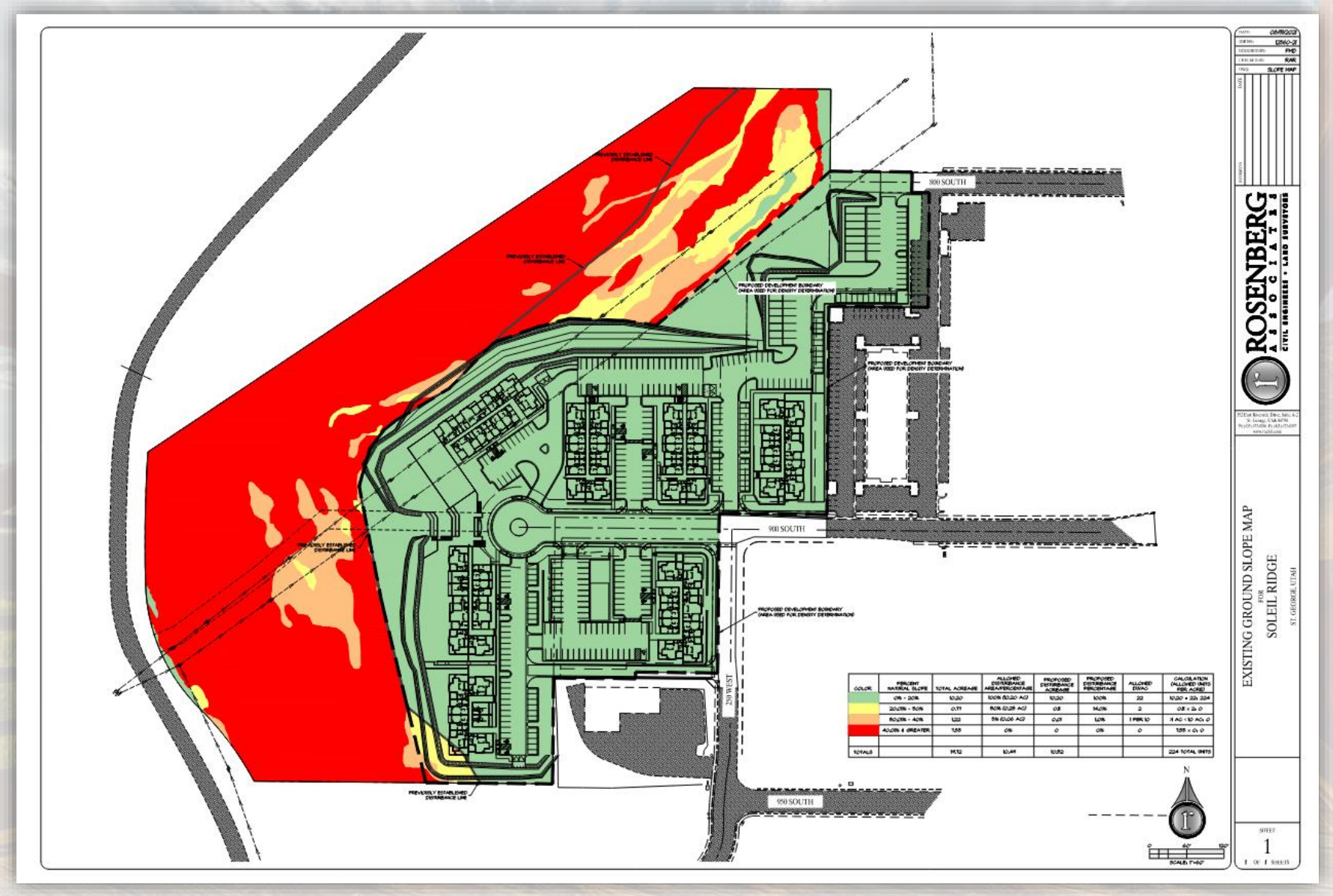
Land Use Map


COM
OS
HDR
COM
COM
MDR
Soleil Ridge Land Use Map
0
150
300
600
900
1,200
Feet
N

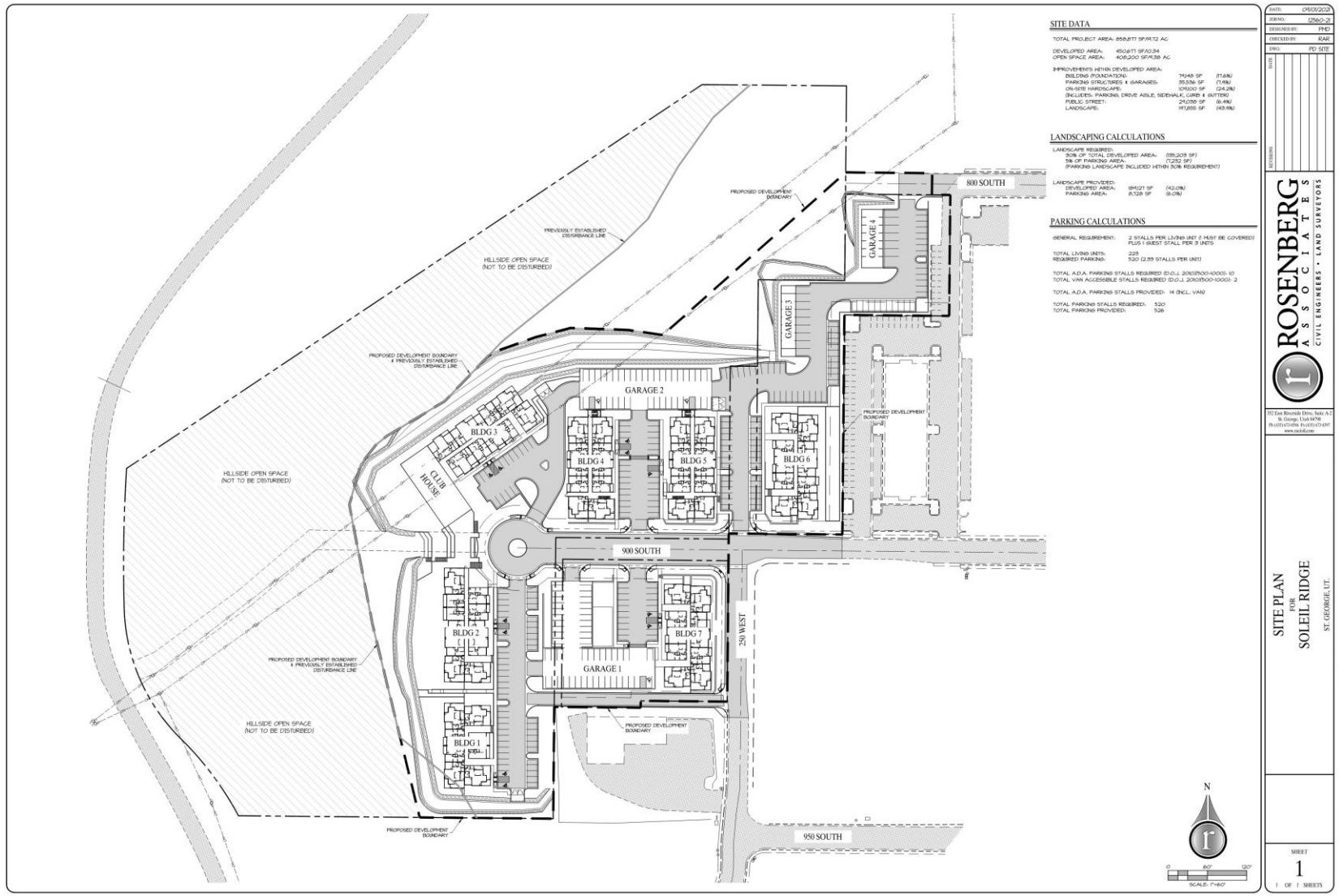
Zoning Map


OS
C-2
C-3
C-2
R-1-10
R-3
Soleil Ridge Zoning Map
0
150
300
600
900
1,200
Feet
N

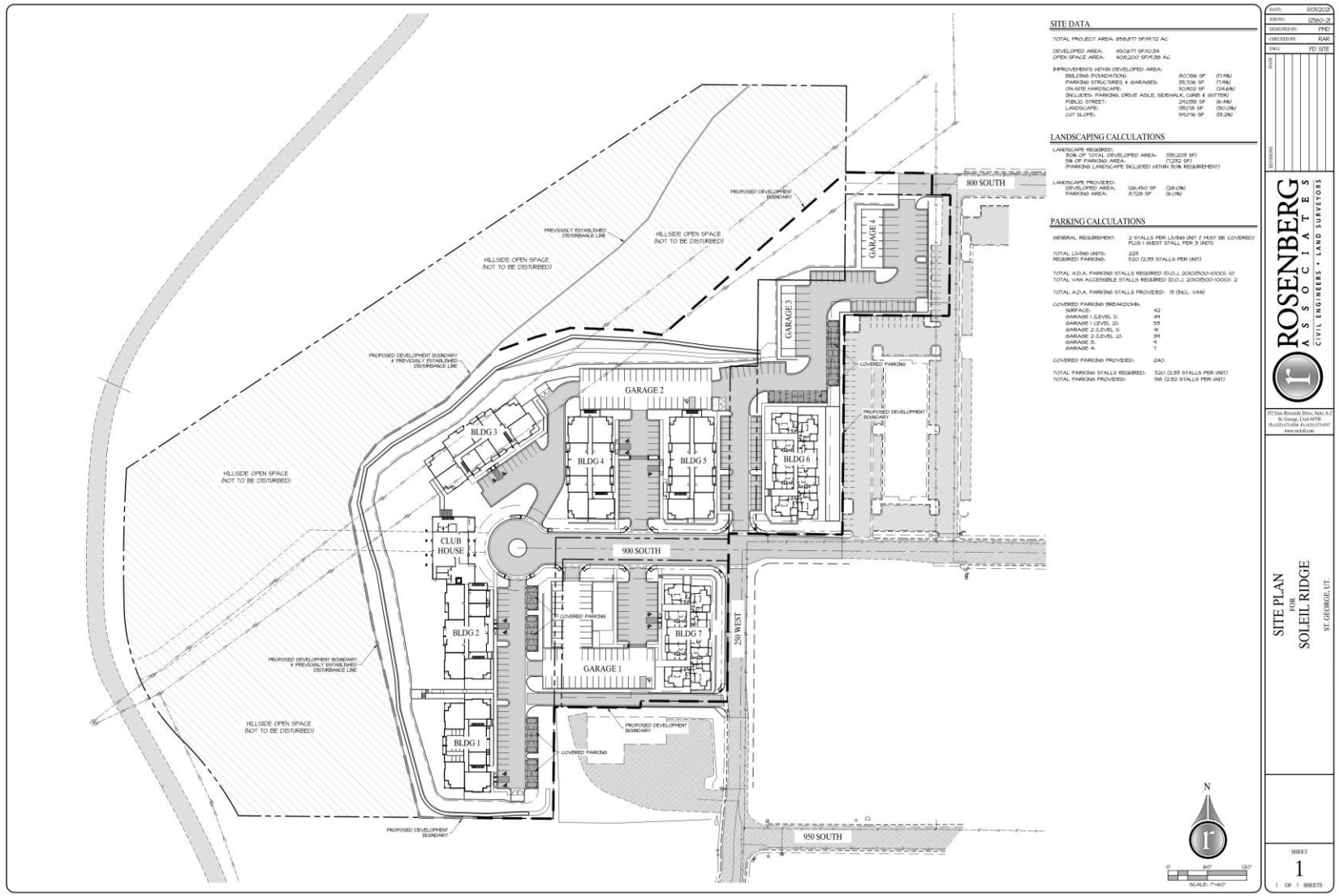
Slope Map


300 SOUTH
900 SOUTH
950 SOUTH
250 WEST
PROPOSED DEVELOPMENT BOUNDARY
(AREA USED FOR DENSITY DETERMINATION)
PREVIOUSLY ESTABLISHED
DISTURBANCE LINE
ROSENBERG
ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
EXISTING GROUND SLOPE MAP
FOR
SOLEIL RIDGE
ST. GEORGE, UTAH
SHEET
1

Previously Reviewed Site Plan



Proposed Site Plan



Site Plan/Landscaping

NOT FOR CONSTRUCTION

6/4 LOFTSIXFOUR

DESIGNING OUTDOOR LIVING EXPERIENCES

A: 9500 S 500 W STE 215 SANDY UT 84070

P: 801 878 4717

W: LOFTSIXFOUR.COM

5197921 Brandon A. Reed STATE OF UTAH

SOLEIL RIDGE HILLSIDE

250 W 900 S /
ST GEORGE / UTAH

DATE //	2021-11-02
PROJECT NO. //	2112
DRAWN BY //	NKJ
CHECKED BY //	BAR

REVISIONS //

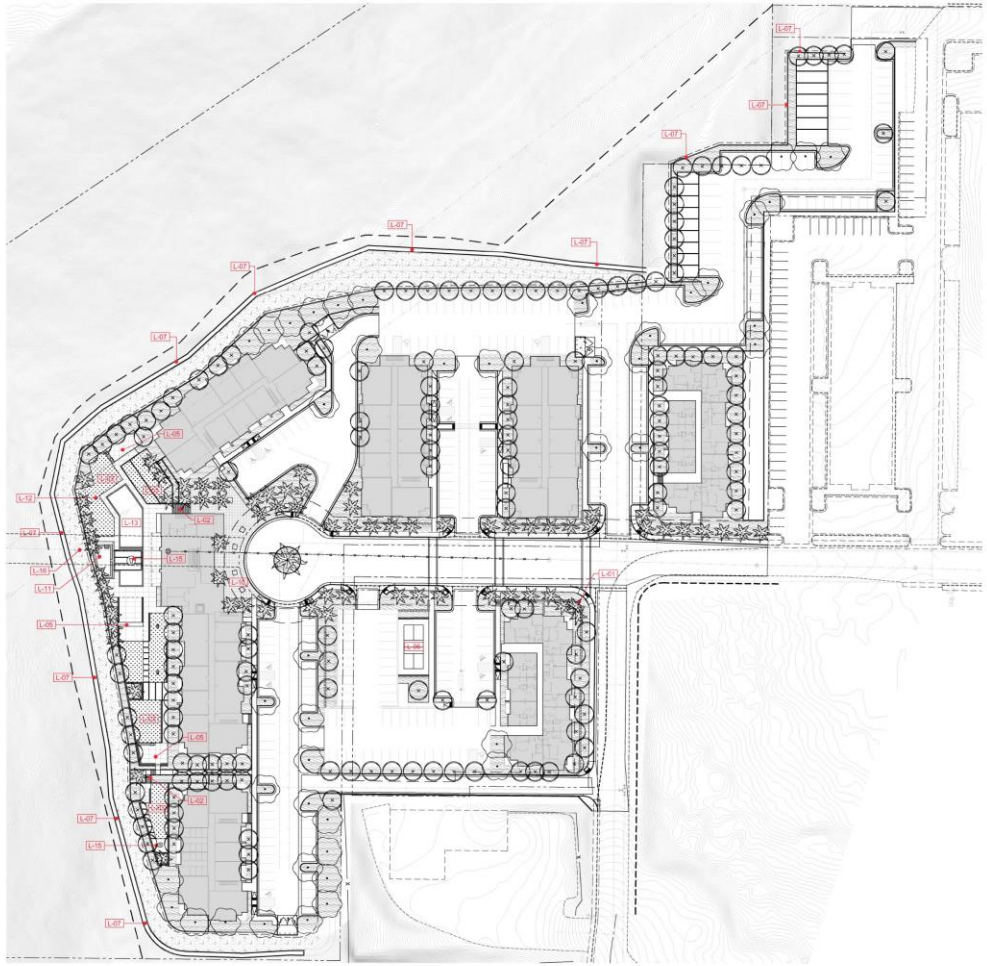
TITLE //

COLOR SITE DEVELOPMENT PLAN

SHEET //

CP101

Amenities



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	CONT.	QTY
	FOCAL PALM TREE	30'	BOX	1
	LARGE DECIDUOUS / SHADE TREE	2" CAL.		44
	MEDIUM PALM TREE	20'	BOX	73
	MEDIUM/SMALL DECIDUOUS	2" CAL.		158

GROUND COVERS	BOTANICAL / COMMON NAME	CONT	HZONE	SPACING	QTY
	4"-6" RIP RAP / LANDSCAPE ROCK	N/A			29,217 SF
	LANDSCAPE AREA 50% OF ALL LANDSCAPE AREA SHALL BE COVERED BY WATER EFFICIENT PLANT MATERIAL PER CITY REQUIREMENTS.	N/A			69,907 SF
	SYNTHETIC TURF	N/A			8,159 SF

REFERENCE NOTES SCHEDULE

SYMBOL	SITE LAYOUT DESCRIPTION	QTY	DETAIL
L-01	MONUMENT SIGN LOCATION - PER PLAN		
L-02	CONCRETE STAIRS		
L-03	SYNTHETIC TURF		
L-05	BBQ/PATIO AREA		
L-06	OUTDOOR PATIO/PICKLEBALL		
L-07	HILLSIDE RETAINING WALL(S) (BY OTHERS)		
L-10	ENTRY PLAZA		
L-11	SPA		
L-12	POOL PATIO		
L-13	POOL		
L-15	FIRE PIT		
L-16	SEWER LINE		

SUMMARY DATA

TOTAL PROJECT: 858,877 SF 19.72 ACRES 100%

REQUIRED LANDSCAPE AREA:

DEVELOPED AREA: 135,203 SF (30%)
PARKING AREA: 7,232 SF (5%)
(PARKING AREA INCLUDED IN 30%)

PROPOSED LANDSCAPE AREA:
DEVELOPED AREA: 126,450 SF (28%)
PARKING AREA: 8,728 SF (6%)

TOTAL LANDSCAPE AREA: 135,178 SF (30.1%)

0 50' 100' 100' feet
1" = 50'

NOT FOR CONSTRUCTION

6/4 LOFTSIXFOUR

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A: 9500 S 500 W STE 215 SANDY UT 84070
P: 801 878 4717
W: LOFTSIXFOUR.COM

#5197921 Brandon A. Reed STATE OF UTAH

SOLEIL RIDGE HILLSIDE
250 W 900 S /
ST GEORGE / UTAH

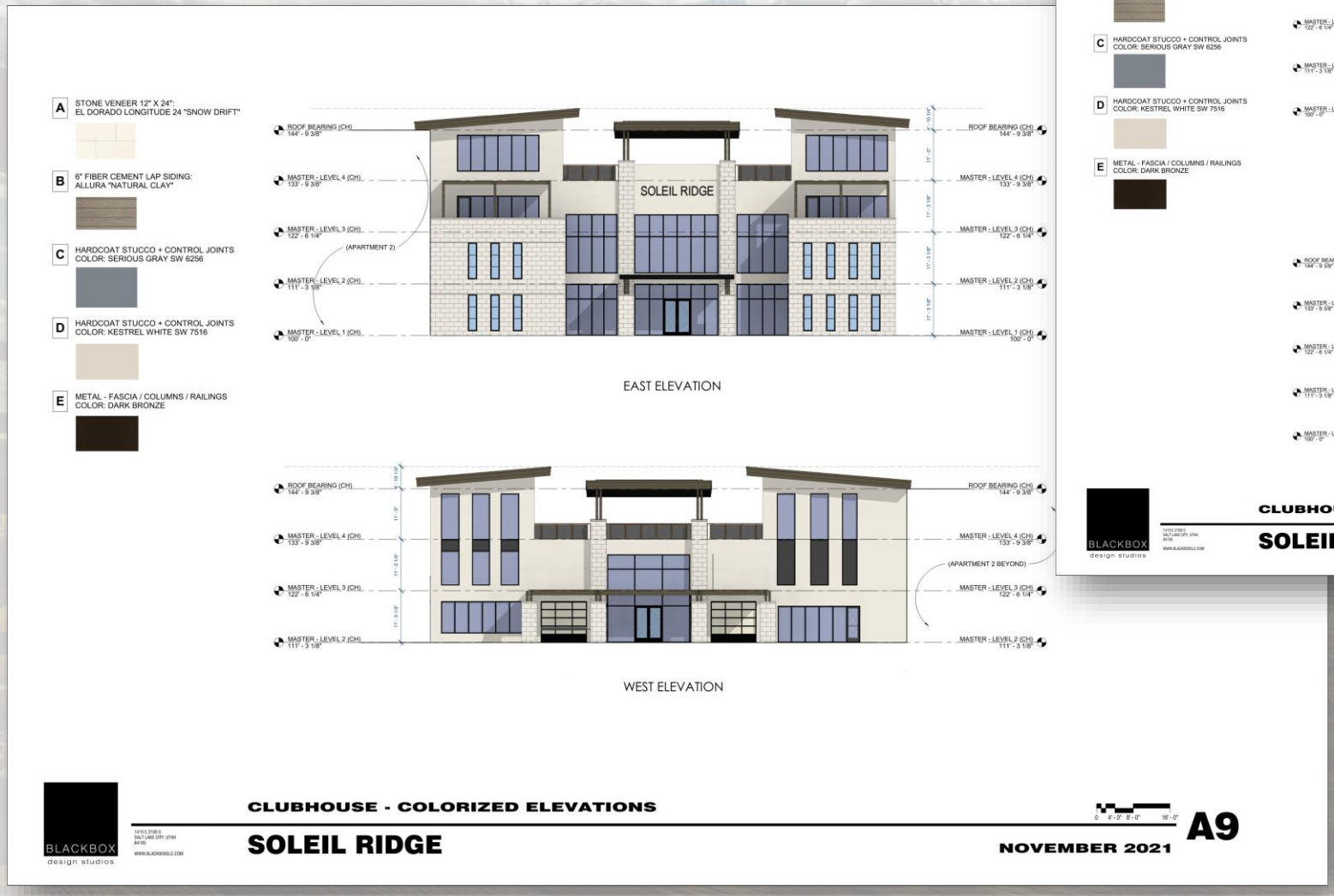
DATE // 2021-11-02
PROJECT NO. // 2112
DRAWN BY // NKJ
CHECKED BY // BAR

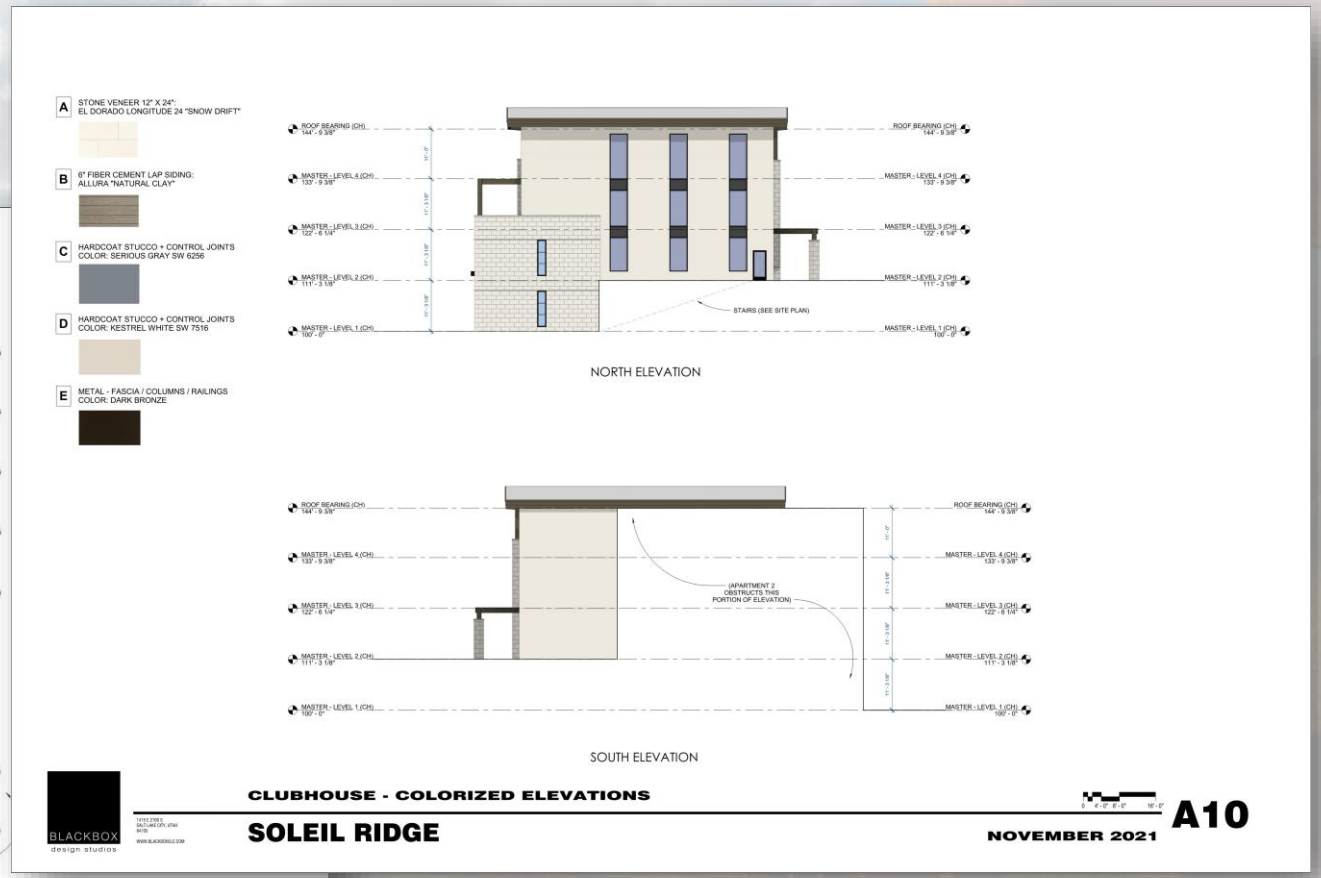
REVISIONS //

TITLE // OVERALL LANDSCAPE PLAN

SHEET // LP101

Clubhouse Elevations





Elevations

A STONE VENEER 12" X 24":
EL DORADO LONGITUDE 24 "SNOW DRIFT"

B 6" FIBER CEMENT LAP SIDING:
ALLURA "NATURAL CLAY"

C HARDCOAT STUCCO + CONTROL JOINTS
COLOR: SERIOUS GRAY SW 6256

D HARDCOAT STUCCO + CONTROL JOINTS
COLOR: KESTREL WHITE SW 7516

E METAL - FASCIA / COLUMNS / RAILINGS
COLOR: DARK BRONZE

EAST ELEVATION

WEST ELEVATION

NORTH ELEVATION

SOUTH ELEVATION

BLACKBOX design studios

1415 E 2100 S
SALT LAKE CITY, UTAH
84105
WWW.BLACKBOXSLC.COM

APARTMENT BUILDING 1 - COLORED ELEVATIONS

SOLEIL RIDGE

0 4'-0" 8'-0" 16'-0"

A11

AUGUST 2021

Elevations

A STONE VENEER 12" X 24":
EL DORADO LONGITUDE 24 "SNOW DRIFT"

B 6" FIBER CEMENT LAP SIDING:
ALLURA "NATURAL CLAY"

C HARDCOAT STUCCO + CONTROL JOINTS
COLOR: SERIOUS GRAY SW 6256

D HARDCOAT STUCCO + CONTROL JOINTS
COLOR: KESTREL WHITE SW 7516

E METAL - FASCIA / COLUMNS / RAILINGS
COLOR: DARK BRONZE

EAST ELEVATION

WEST ELEVATION

BLACKBOX design studios

APARTMENT BUILDING 2 - COLORIZED ELEVATIONS

SOLEIL RIDGE

0 4'-0" 8'-0" 16'-0"

A13

NOVEMBER 2021

Elevations

A STONE VENEER 12" X 24":
EL DORADO LONGITUDE 24 "SNOW DRIFT"

B 6" FIBER CEMENT LAP SIDING:
ALLURA "NATURAL CLAY"

C HARDCOAT STUCCO + CONTROL JOINTS
COLOR: SERIOUS GRAY SW 6256

D HARDCOAT STUCCO + CONTROL JOINTS
COLOR: KESTREL WHITE SW 7516

E METAL - FASCIA / COLUMNS / RAILINGS
COLOR: DARK BRONZE

EAST ELEVATION

WEST ELEVATION

BLACKBOX design studios

1415 E 2100 S
SALT LAKE CITY, UTAH
84105
WWW.BLACKBOXSLC.COM

APARTMENT BUILDING 3 - COLORIZED ELEVATIONS

SOLEIL RIDGE

0 4'-0" 8'-0" 16'-0"

NOVEMBER 2021

A15

NORTH ELEVATION

SOUTH ELEVATION

Elevations

A STONE VENEER 12" X 24": EL DORADO LONGITUDE 24 "SNOW DRIFT"
B 6" FIBER CEMENT LAP SIDING: ALLURA "NATURAL CLAY"
C HARDCOAT STUCCO + CONTROL JOINTS COLOR: SERIOUS GRAY SW 6256
D HARDCOAT STUCCO + CONTROL JOINTS COLOR: KESTREL WHITE SW 7516
E METAL - FASCIA / COLUMNS / RAILINGS COLOR: DARK BRONZE
EAST ELEVATION
WEST ELEVATION
BLACKBOX design studios
APARTMENT BUILDING 4 - COLORED ELEVATIONS
SOLEIL RIDGE
AUGUST 2021
A17

A STONE VENEER 12" X 24": EL DORADO LONGITUDE 24 "SNOW DRIFT"
B 6" FIBER CEMENT LAP SIDING: ALLURA "NATURAL CLAY"
C HARDCOAT STUCCO + CONTROL JOINTS COLOR: SERIOUS GRAY SW 6256
D HARDCOAT STUCCO + CONTROL JOINTS COLOR: KESTREL WHITE SW 7516
E METAL - FASCIA / COLUMNS / RAILINGS COLOR: DARK BRONZE
RIDGE
EAST ELEVATION
WEST ELEVATION
BLACKBOX design studios
APARTMENT BUILDING 5 - COLORED ELEVATIONS
SOLEIL RIDGE
AUGUST 2021
A19

Elevations

A STONE VENEER 12" X 24":
EL DORADO LONGITUDE 24 "SNOW DRIFT"

B 6" FIBER CEMENT LAP SIDING:
ALLURA "NATURAL CLAY"

C HARDCOAT STUCCO + CONTROL JOINTS
COLOR: SERIOUS GRAY SW 6256

D HARDCOAT STUCCO + CONTROL JOINTS
COLOR: KESTREL WHITE SW 7516

E METAL - FASCIA / COLUMNS / RAILINGS
COLOR: DARK BRONZE

EAST ELEVATION

WEST ELEVATION

NORTH ELEVATION

SOUTH ELEVATION

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APARTMENT BUILDING 6 & 7 - COLORED ELEVATIONS

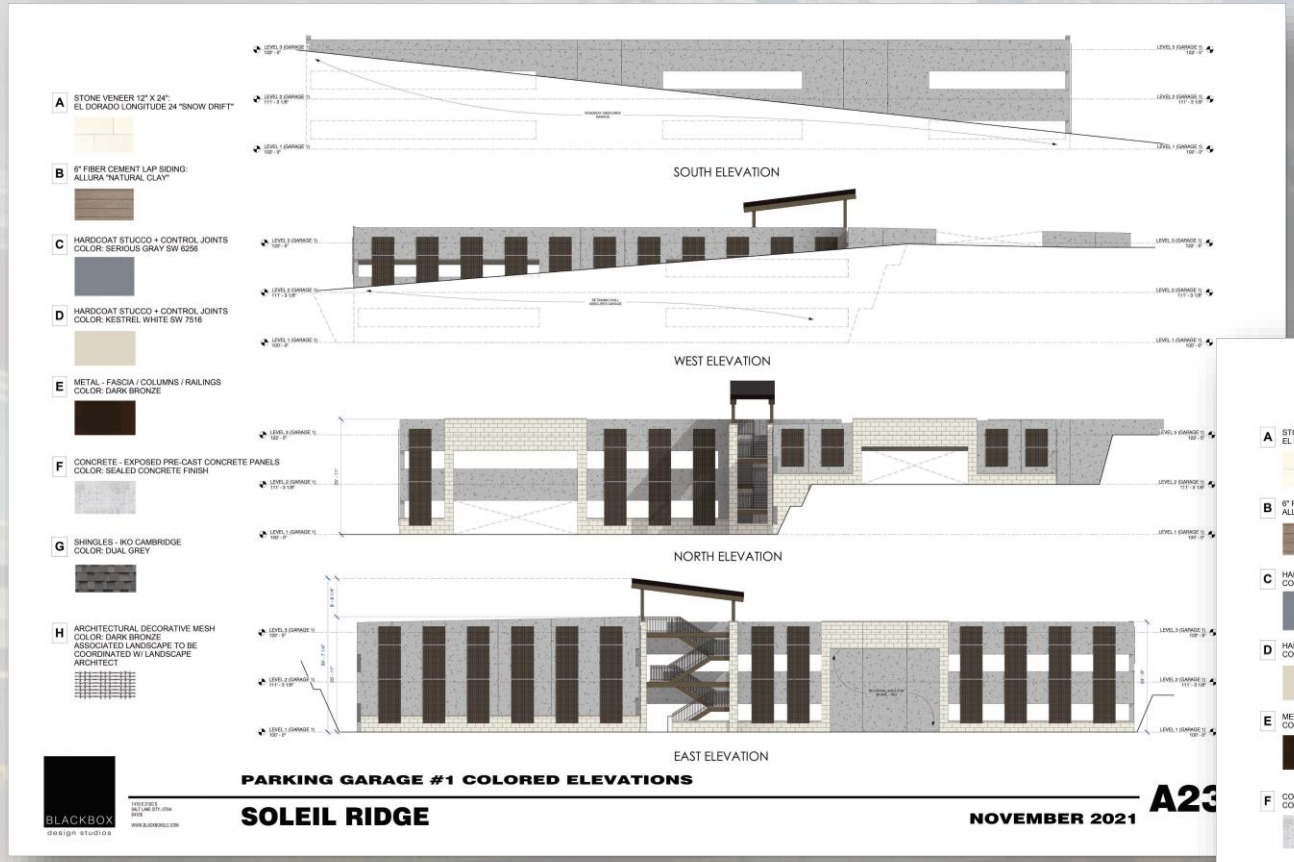
SOLEIL RIDGE

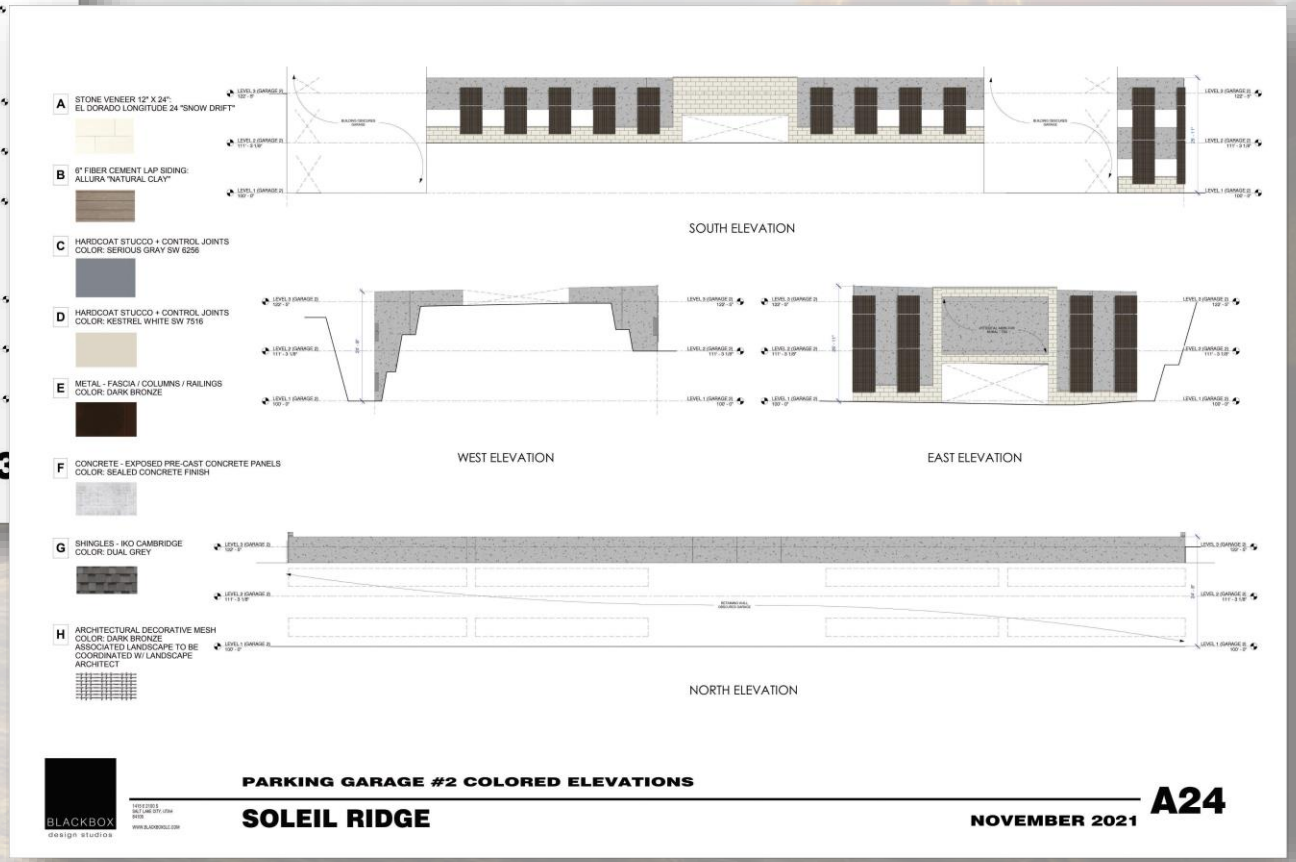
0 4'-0" 8'-0" 16'-0"

A21

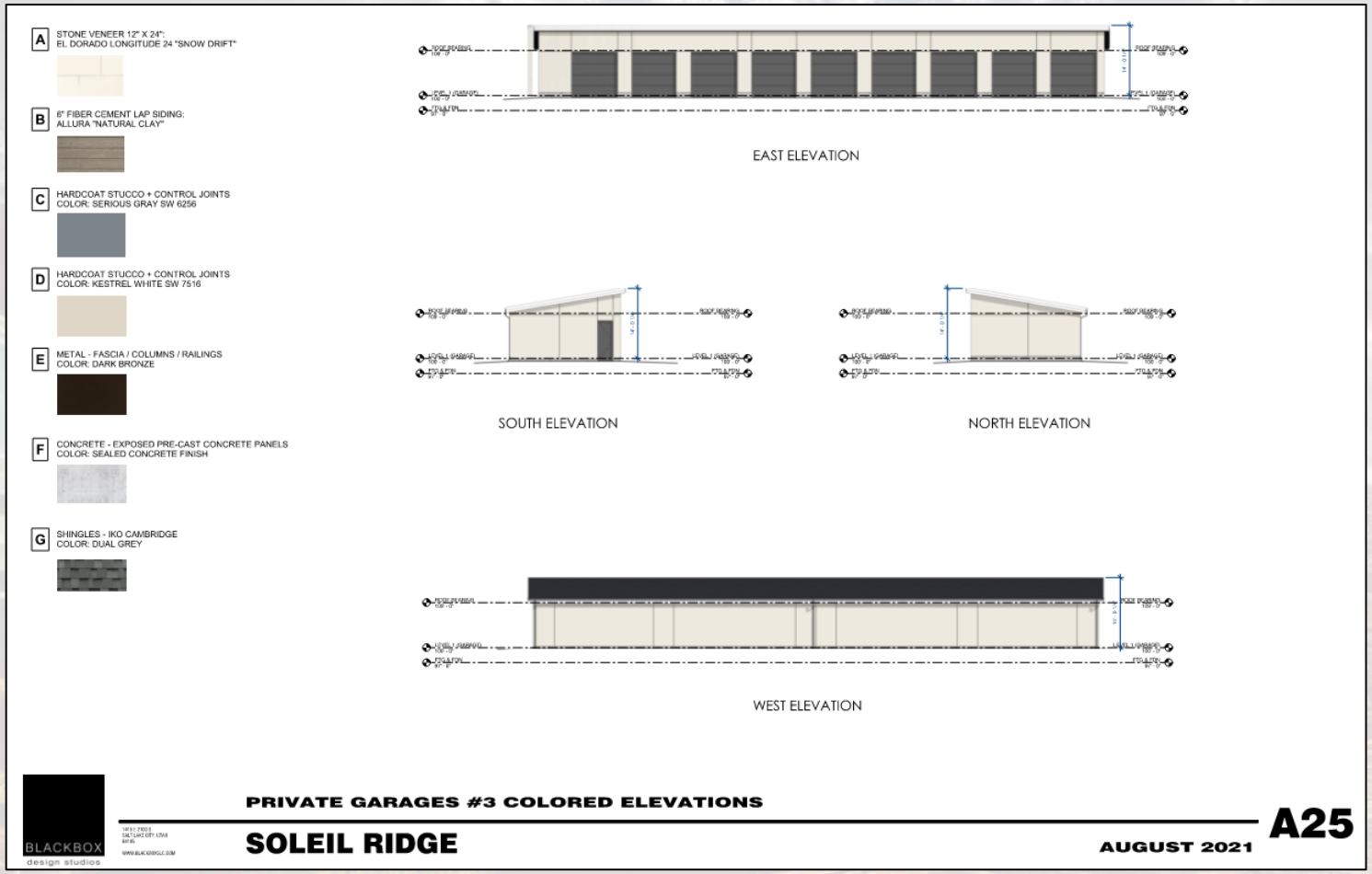
AUGUST 2021

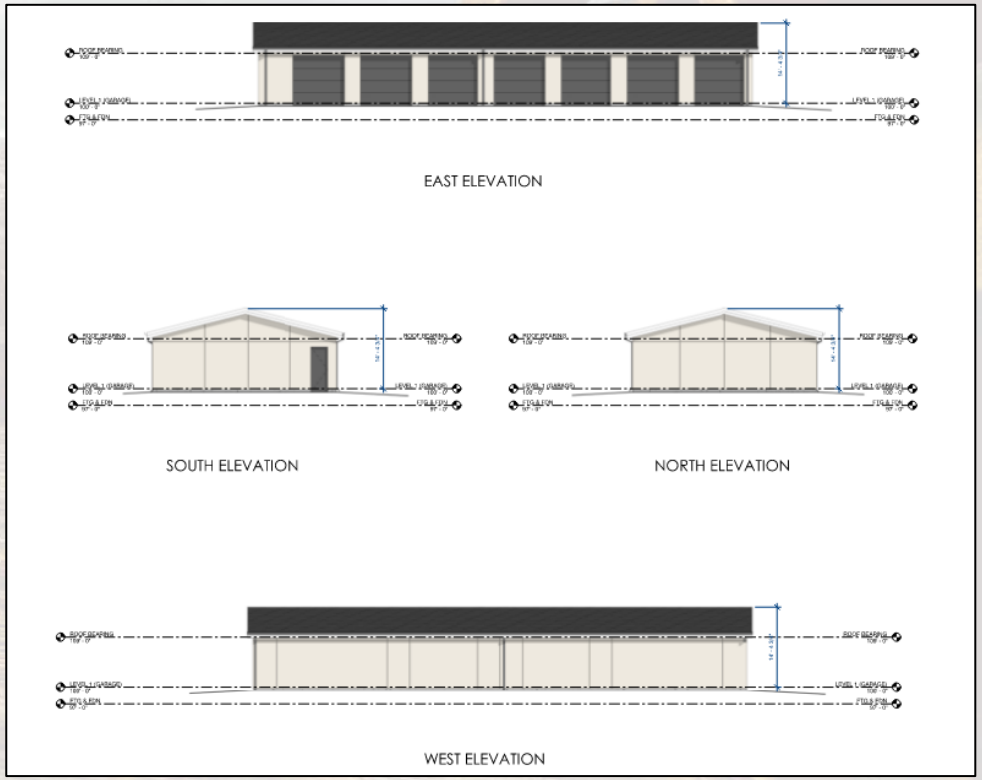
Parking Structure Elevations





Garage Elevations





Renderings

BLACKBOX design studios

RENDER 01 - CLUBHOUSE ENTRY DURING MORNING

SOLEIL RIDGE

NOVEMBER 2021

A1

BLACKBOX design studios

RENDER 03 - AERIAL LOOKING WEST

SOLEIL RIDGE

NOVEMBER 2021

A3

Renderings

BLACKBOX design studios

RENDER 04 - LOOKING TOWARDS POOL DECK

SOLEIL RIDGE

NOVEMBER 2021

A4

BLACKBOX design studios

RENDER 02 - LOOKING WEST LEADING UP TO CLUBHOUSE

SOLEIL RIDGE

NOVEMBER 2021

A2

Renderings

BLACKBOX design studios

RENDER 05 - YOGA DECK OVERLOOKING MAIN DRIVE

SOLEIL RIDGE

NOVEMBER 2021

A5

BLACKBOX design studios

RENDER 07 - FROM A BALCONY IN BUILDING 2

SOLEIL RIDGE

NOVEMBER 2021

A7

Renderings

BLACKBOX
design studios

RENDER 06 - GAME LAWN IN THE EVENING

SOLEIL RIDGE

NOVEMBER 2021

A6

BLACKBOX
design studios

RENDER 08 - FROM A BALCONY IN BUILDING 5

SOLEIL RIDGE

NOVEMBER 2021

A8

Rockfall Mitigation

Photo No. 1, View of SW portion of hillslope

Photo No. 2, View of North Slope area

Photo No. 3, View of Monster Storage cut slope

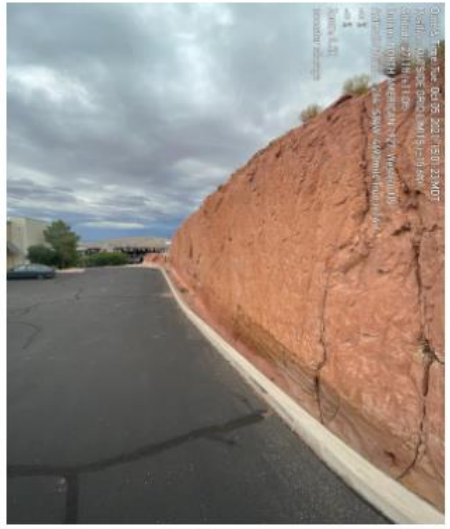


Photo No. 4, View cut face on back side of Monster Storage- Sandstone Rock

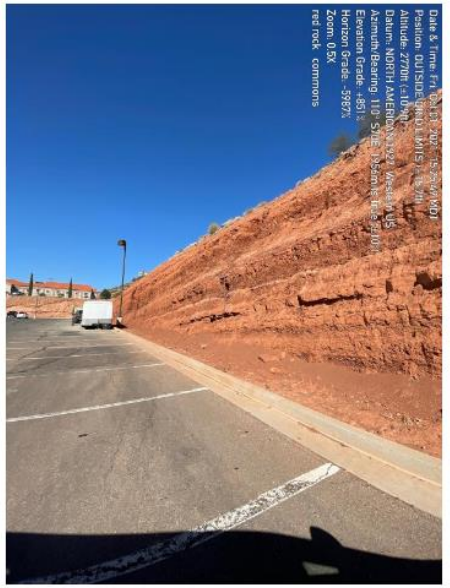


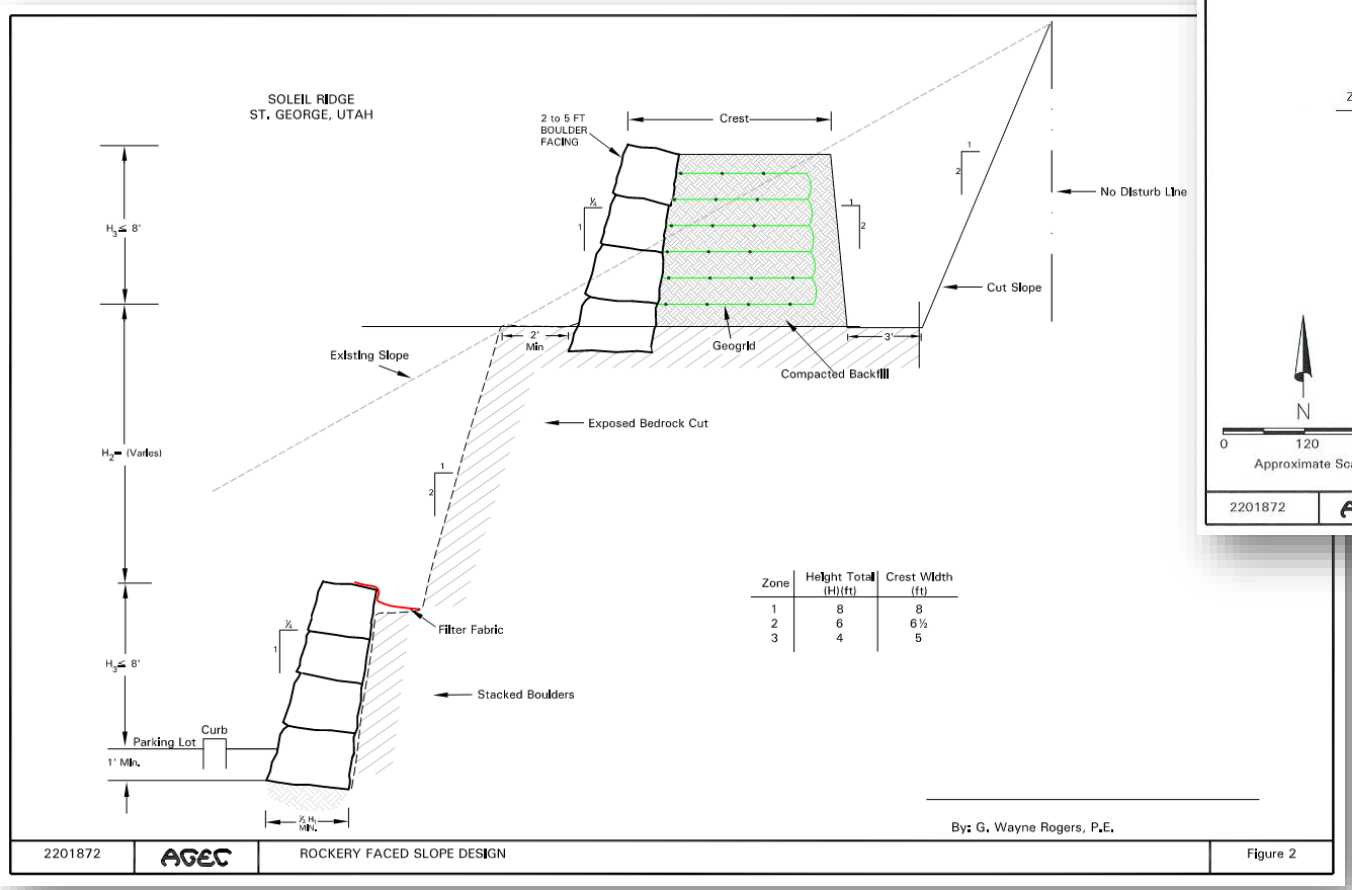
Photo No. 7, View of cut face – Dicks Sporting Goods

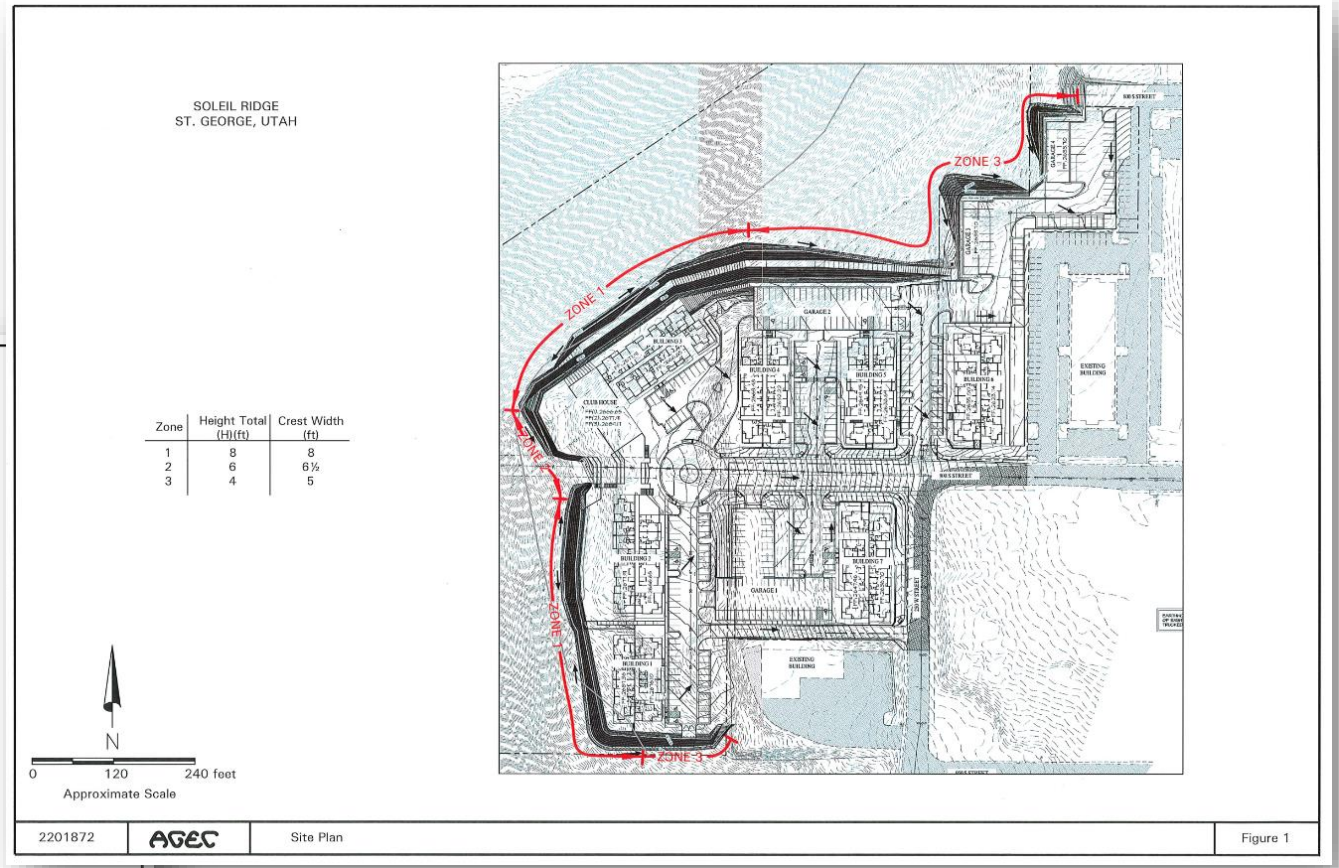
Photo No. 8 – View of rock fall fence – Sentierre

Photo No. 9 – Veiw of rock fall fence - Sentierre

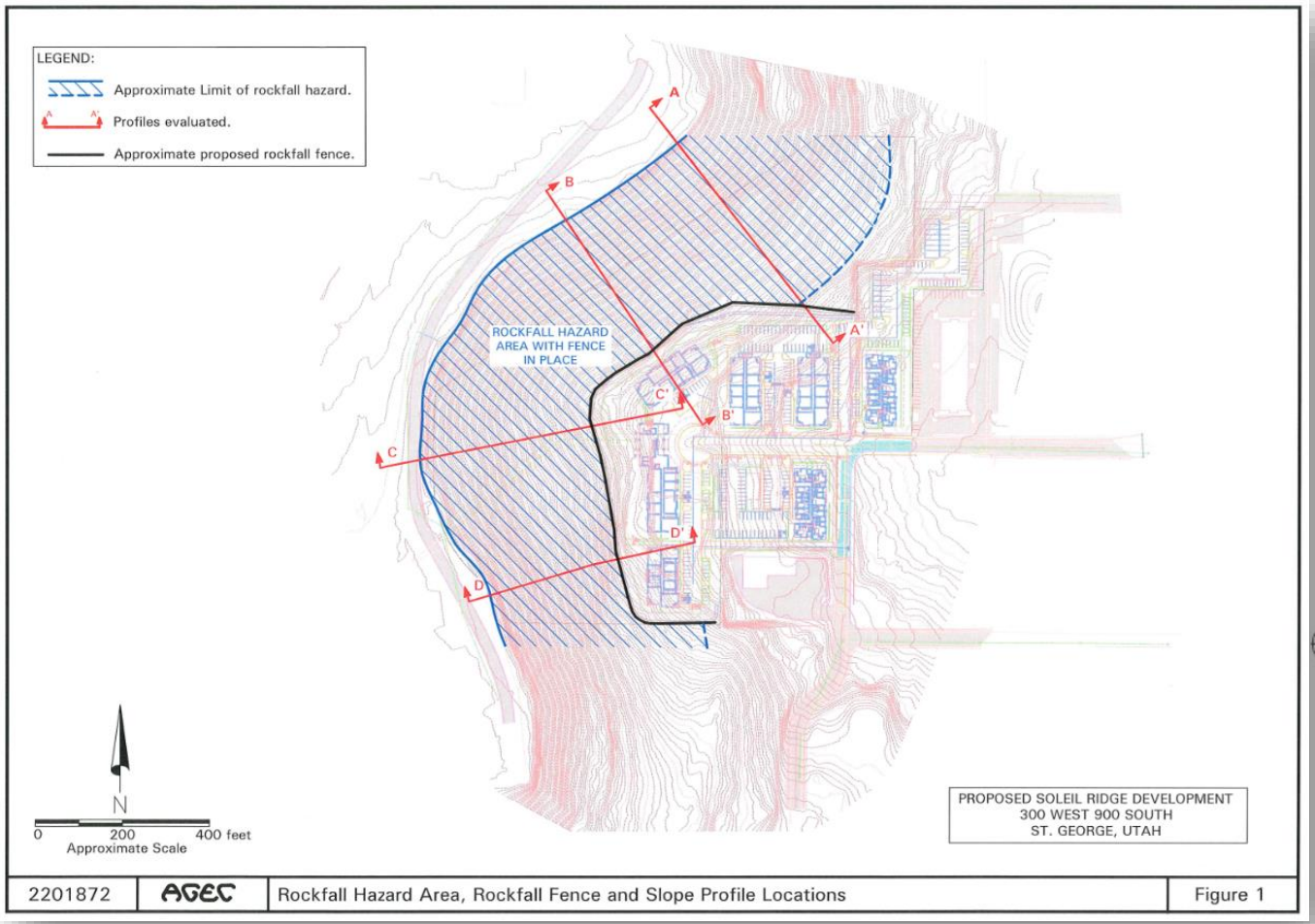
Photo No. 10 – View of rock fall fence - Sentierre

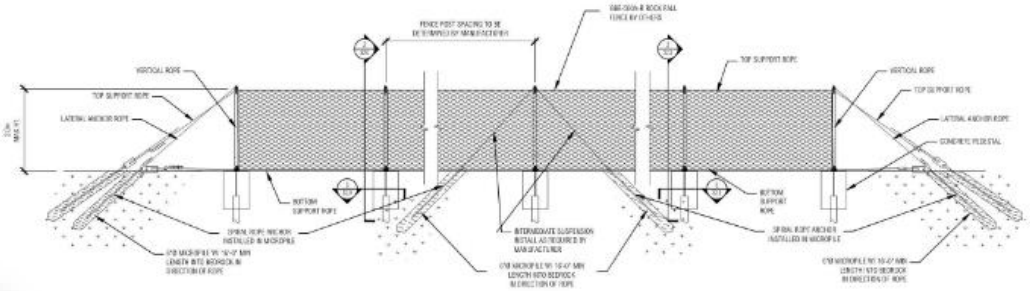
Rockfall Mitigation



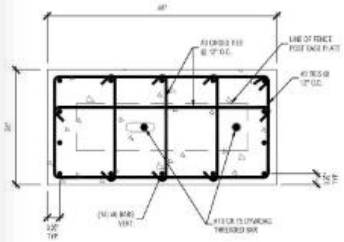


Rockfall Mitigation

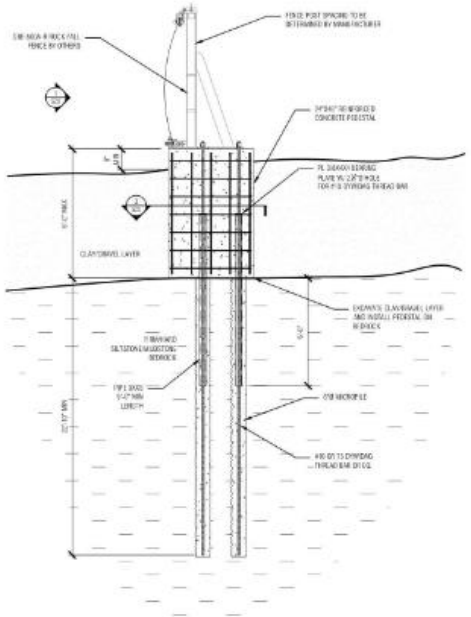




1 S2.0 ROCK FALL FENCE TYPICAL ELEVATION
SCALE: NTS

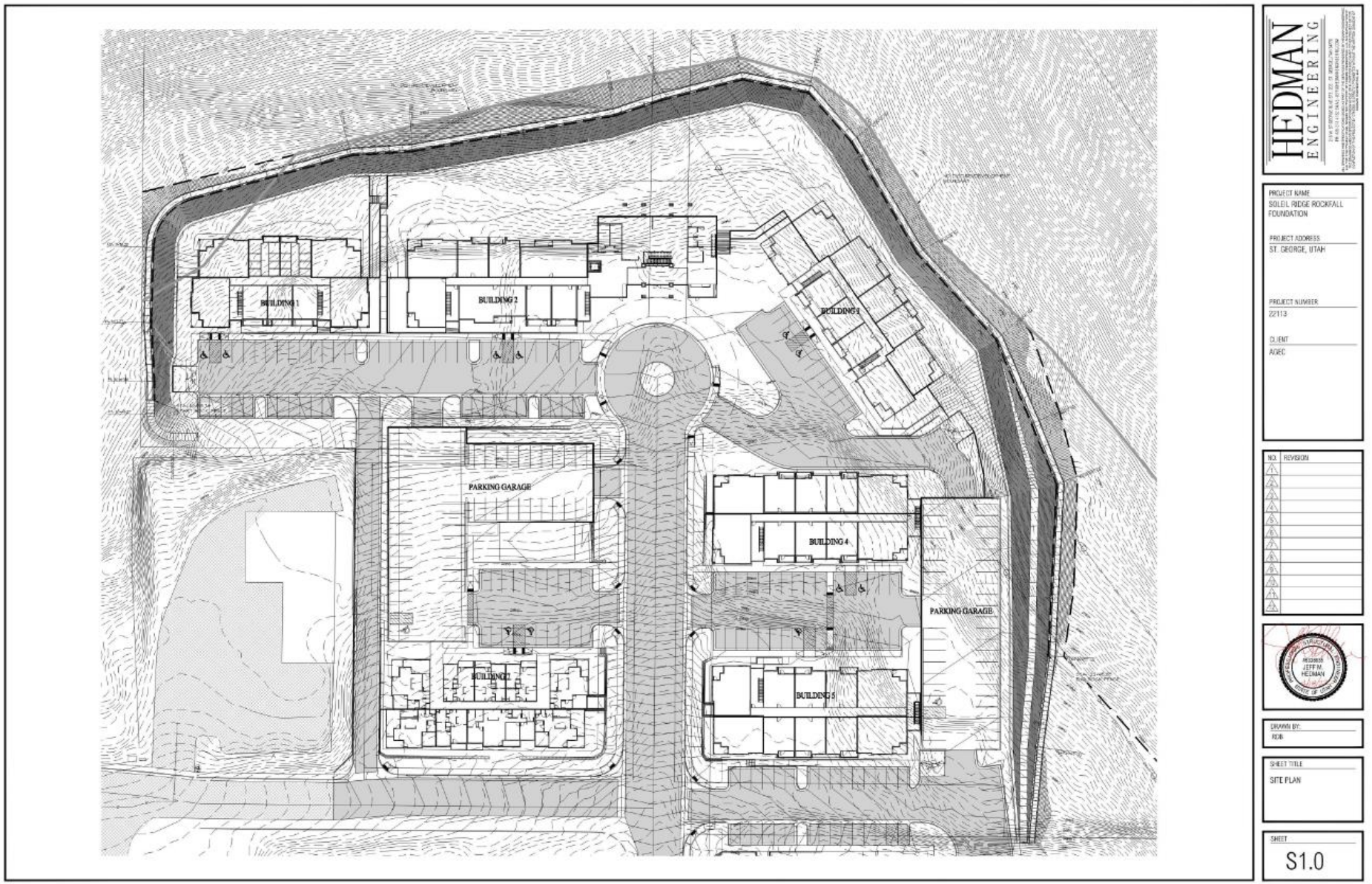


3 S2.0 REINFORCED CONCRETE PEDESTAL
SCALE: 1"=1'-0"



2 S2.0 ROCK FENCE POST FOUNDATION PLAN
SCALE: 3/8"=1'-0"

Rockfall Mitigation



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

Parcel Nos.: SG-6-2-36-110,
SG-VW-50-A-1, SG-VW-5-6-A,
SG-VW-50-B

DEVELOPMENT AGREEMENT
for
Soleil Ridge

THIS DEVELOPMENT AGREEMENT (herein "Agreement") is entered into this _____ day of _____, 2023 ("Effective Date"), by and between Soleil Ridge Partners, LLC, a Utah limited liability company (herein "Developer"), and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City"). Developer and the City are individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. Developer owns real property located within the City limits of the City of St. George, Utah, which is described as Parcel 1, Parcel 2, and Parcel 3, and has acquired or will acquire the real property described as the "City Property" described in **Exhibit A** (collectively the "Property"); and

B. Developer desires to develop the Property as a residential planned development, to be known as "Soleil Ridge," comprised of multifamily residential and related uses (hereafter the "Project"); and

C. Due to the steep topography of portions of the Property, a risk of rockfall has been identified upon the Property, and the development of the Project requires that this risk be appropriately mitigated; and

D. Developer has undertaken the completion of certain engineering investigations and studies, which have been presented to the City and support a determination that, notwithstanding the existence of the rockfall risk on the Property, the risk can be uniquely mitigated through the construction of a rockfall fence in design and construction recommended by competent engineering professionals and rockfall mitigation experts; and

E. The City is relying on the investigations and recommendations of Developer's professional engineers that the rockfall risk can be mitigated; therefore, as a condition of granting development approvals for the Project, the City requires that Developer indemnify the City against the risk that a rockfall, despite the presence of professionally recommended mitigation efforts, may cause property damage or personal injury; and

F. The City, acting pursuant to its authority under UTAH CODE ANN. §10-9a-101, *et seq*. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

G. Developer has accepted the conditions of approval and the terms set forth in this Agreement and has agreed to abide by each and every term.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **RECITALS.** The Recitals above are hereby incorporated into this agreement.

2. **DEFINITIONS**.

2.1 City Parcel. "City Parcel" means and refers to the parcel of real property located in St. George, Washington County, State of Utah, which is owned by the City but will be conveyed to Developer and made subject to this Agreement, and which is more particularly described with the legal description set forth as Parcel No. SG-VW-50-B (the "City Parcel") in **Exhibit A** hereto.

2.2 Developer. "Developer" means and refers to the initial owner of the Project. Developer is currently Soleil Ridge Partners, LLC, a Utah limited liability company, but this definition extends to successors and assigns of the same or portions thereof, provided such successors and assigns acquire all of the rights to the master development of the Project which are currently held by Soleil Ridge Partners, LLC.

2.3 Project. "Project" means and refers to the project known as "Soleil Ridge," anticipated to be developed upon the Property pursuant to the terms of this Agreement. The Developer, in its sole discretion, may change the name of the Project, provided that all subdivision plats within the Project comply with the naming requirements of state and local laws.

2.4 Property. "Property" means and refers to the parcels of real property located in St. George, Washington County, State of Utah, which are owned by Developer and subject to this Agreement and which are more particularly described with the legal descriptions set forth as Parcels 1, 2, and 3 in **Exhibit A** hereto.

3. **Approved Use, Density, General Configuration and Development Standards**.

3.1 Property. The legal descriptions of the Property and City Parcel which are subject to this Agreement are attached hereto as **Exhibit A** which is incorporated by reference herein.

No additional property may be added to this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

3.2 Acquisition of City Parcel by Developer. The City agrees that it will convey to Developer the property identified as the City Parcel, which is a rectangular approximately eleven feet wide and 396 feet long, running north to south, and surrounded on three sides by Developer's Property. The City Parcel shall be conveyed to Developer by the City by quit claim deed. The City Parcel is more particularly described in **Exhibit A** hereto and is agreed to be made subject to this Agreement, regardless of whether the City Parcel is conveyed to Developer before or after the recording of this Agreement. As consideration for the purchase, Developer has agreed to provide deed restricted attainable housing (see Section 3.12) which is in excess of any requirement under the Code and is considered by the City to be a public amenity of great value.

3.3 Approved Use, Density & Configuration. The Project as defined is approved for XX multi-family apartment buildings of XX stories (XX height), each containing residential units for a total of XX multi-family residential units as well as structured and surface parking, amenities, and roads as depicted in the attached **Exhibit B** which is incorporated by reference herein.

3.4 Development Plan. Upon installation of all necessary infrastructure and acceptance by City, Developer shall have full discretion as to the time of commencement, construction, phasing, and completion of any and all vertical development of the Project within the term of this Agreement.

3.5 Specific Design Conditions. As part of the development of the Project, the Parties acknowledge that Developer's engineer previously identified a geologic hazard on the Property related to a risk of rockfall. The parties agree that, as supported by the report of Applied Geotechnical Engineering Consultants, Inc., dated February 4, 2022 ("AGEC Report") which is attached hereto as **Exhibit C**, the risk of rockfall may be mitigated by the design and construction of rockfall fences to protect the areas of the Property to be developed for the Project as set forth in Section 8.[1] The Parties acknowledge that permitting the use of mitigation to allow development in a rock fall zone is based on the conditions of the slope of this specific site and risk reductions the mitigation will provide.

[1] "This information [contained in the AGEC Report] can be used to design rockfall fences to protect the development areas from rockfall." **Exhibit C**, AGEC Report, p. 3.

3.6 Improvement Costs. Developer will bear the cost of all development and improvement costs necessitated by development of the Project, and City will bear the cost of any City-requested upsizing or additional capacities or additional improvements, consistent with City policy, including improvements specifically related to City owned trails, parks, and public buildings to be constructed, unless otherwise specifically agreed to be borne by Developer.

3.6.1 *Construction Period*. Except as otherwise provided in this Agreement, Developer shall have one year from the Effective Date of this Agreement, or from the date of issuance of any required permits by the City (whichever is later) to construct and install the necessary public infrastructure for the Project.

3.6.2 *Utility Improvements, Extensions and Oversizing*. Improvements and utility extensions or oversizing which may be required by the City shall, whenever feasible, be installed on a joint and cooperative basis by City and Developer to avoid conflicts in construction and to achieve economies of scale. The Developer's Engineer and City representative(s) shall meet and work together as needed (i) to ensure that the improvements and development contemplated therein are coordinated (ii) the extent possible, to develop such improvements in cooperation, and (iii) to allocate the costs for such improvements on a fair and reasonable basis, consistent with existing law, the other provisions of this Agreement, and other agreements for sharing costs of power, water, and other improvements between and among City, Developer, and third parties (if any). In the event that upsizing of utility improvements is required, City shall be responsible for the costs of such upsizing consistent with City policy regarding upsizing. Developer may, at the time that Developer is installing and/or constructing public improvements, be eligible for impact fee credit or reimbursement, if any, that the City may grant Developer for the installation or construction of the improvements.

3.7 Maintenance and Operation by Owner. The Project is not being subdivided and will remain in single ownership. Developer, and its successors and assigns to the title ownership of the Project, shall be responsible for operation, maintenance, and repair of the rockfall barrier and foundation and all other improvements upon the Property.

3.8 Project Streets and Drives Satisfy Requirements of City Streets Master Plan. The parties agree that the streets and drives depicted in the approved site plan for the Project satisfy the requirements for connectivity of adjoining public streets through the Project, specifically with respect to the connection between 900 South Street and 950 South Street.

3.9 Compliance with City Design and Construction Standards. Developer acknowledges and agrees that unless expressly stated otherwise in this Agreement, nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable laws and requirements of the City necessary for development of the

Project, including the payment of fees and compliance with the City's design and construction standards.

3.10 Compliance with PUD. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with the Planned Unit Development as presented and approved by the St. George City Council.

3.11 Conflicts.

3.11.1 To the extent there is any ambiguity in or conflict with the provisions of this Agreement, the more specific provision or language shall take precedence over more general provisions or language.

3.11.2 The City has reviewed the Code, General Plan, and Rezone Ordinance and has determined that Developer has substantially complied with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the City Code and General Plan and the Planned Development Residential Zone. The parties further agree that the omission of a limitation or restriction herein shall not relieve Developer of the necessity of complying with all applicable City Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.

3.12 Attainable Housing Requirement. Developer agrees that in consideration of development approval within a rockfall area as well as the acquisition of City owned land, it shall provide an attainable housing component to the Project by renting no fewer than seven (7) attainable housing units ("Units") in the Project to tenants whose income is at or below eighty percent (80%) of area median income ("AMI") for St. George, Utah. For purposes of this requirement, AMI for St. George shall be the Median Family Income for the St. George Utah Metropolitan Statistical Area (MSA) as published annually by the U.S. Department of Housing and Urban Development.[2] Maximum permitted rental rates shall be imposed upon the Units so that four (4) of the required Units shall be rented to households qualifying at 70% to 80% AMI, and three (3) Units shall be rented to households qualified at 60% or below AMI.[3] Developer and City shall Execute a Housing Agreement as part of this Agreement which is attached hereto as **Exhibit F** which sets forth the specific administration and terms for the Units. The City may review compliance with this requirement in conjunction with any inspection of such attainable housing units which is permitted under City Code §4-7-4 governing inspection of rental dwelling units.

4. AMENDMENTS.

[2] As of the Effective Date of this Agreement, the published Median Family Income for the St. George Utah MSA is $83,900, of which 80% is $67,120. Source: https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn

[3] FY 2022 MTSP IL Documentation System -- Summary for St. George, UT MSA (huduser.gov)

4.1 Substantial Amendments. Unless otherwise addressed or allowed in this Agreement, any amendment to this Agreement that: (i) materially alters or modifies the Term, (ii) materially alters a substantive term of this Agreement; (iii) materially alters the approved development or Development Plan in a manner not provided for herein; (iv) alters the Allowed Uses, (v) increases the approved Density; (vi) results in a material increase in the intensity of use; (vi) the requirement of any material amenity described herein that is available to the public; (vii) provisions for reservation and dedication of necessary or substantial portions of land; or (viii) any approved mechanism that imposes financial obligations on Developer or the property owners within Project (including a substantive increase in the assessments through any association of owners within the Project) shall be deemed a "Substantial Amendment" and shall require mutual written agreement of the Parties and, if applicable, shall be processed as a legislative land use regulation consistent with the requirements of the City Code and the Utah Code and recorded with the Washington County Recorder.

4.2 Administrative Amendments. Unless otherwise provided by law, all amendments to this Agreement that are not Substantial Amendments shall be deemed "Administrative Amendments" may be approved and executed by the Community Development Director. The City Council hereby designates the Director as the authorized administrative authority and empowers that official to make all final Administrative Amendment decisions. Administrative Amendments shall be reflected in a written approval by the Director which shall be recorded with the Washington County Recorder.

4.3 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

5. CITY APPROVALS.

5.1 Preliminary Approvals. The Developer applied for and received approvals amending the General Plan and Zoning prior to submitting an application for the Project, consistent with the provisions of City Code §10-7F-2. The General Plan amendment was approved by the City Council on XXXX, and a Zone Change Amendment to Planned Development – Residential (PD-R) was approved by the City Council on XXX.

5.2 Approval Process. Following lawfully advertised public hearings before the Planning Commission on (date), the Application received a (positive/negative) recommendation by Motion of the Planning Commission taken on (date), with a ___ vote. The matter thereafter came before the City Council who considered and deliberated regarding the matter at appropriately noticed public meetings on (list all dates). The City Council thereafter approved the Project and this Agreement on _____, under the processes and procedures set forth in the Code. With respect to the terms and conditions of approval, the City Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation and

adopted with any modifications, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.

6. VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS.

6.1 Vested Rights and Vested Projects. As of the Effective Date, Developer has the vested right to develop and construct the Project, and to develop and construct necessary infrastructure and other improvements in accordance with the uses, densities or intensities permitted to be constructed consistent with the application of the other provisions of this Agreement.

6.2 Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable Land Use Laws after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the rights described in Section 3.2.1 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (*Western Land Equities. Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law). Any such proposed change affecting the vested rights of the Project, shall be of general application to all development activity in City; and unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine. The regulations, ordinances, policies, and plans governing the permitted uses, densities or intensities permitted to be constructed consistent with the other provisions of this Agreement shall be the terms and conditions of this Agreement, and those Land Use Laws in effect on the Effective Date that are not inconsistent with the terms and conditions of this Agreement.

6.3 Duration. The term of this Agreement shall commence on the Effective Date and shall extend for a period of twenty-five (25) years thereafter unless this Agreement is earlier terminated or modified by written amendment signed and duly adopted by the Parties (the "Term").

6.4 Governing Land Use Laws. The respective rights of the parties in the event the City seeks to apply or enforce Land Use Laws to the Project in a manner that is inconsistent with the terms and conditions of this Agreement shall be governed by then existing state and federal land use case law and statutes.

7. FEES AND EXACTIONS.

7.1 Development Application and Review Fees. Developer has paid all City required application and review fees for the approval of this Agreement and nothing herein

shall obligate the City to pay any third-party fees, costs, and/or expenses incurred by Developer for the application, processing, and negotiation of this Agreement, as Developer is solely responsible therefore. No further City required fees or engineering expenses shall be charged to Developer for the review and approval of this Agreement. All application and review fees for the Project Building Permits, Plats and Final Site Plans shall be paid at the time of application submission.

7.2 Plan Engineering Review Fees. The City shall have the right to charge and collect such standard engineering review fees for Final or amended Final Site Plans, development, or construction approvals for the Project or a Project Area as are generally applicable on a non-discriminatory basis at the time of application for any such approval.

7.3 Other Fees. The City may charge other fees that are generally applicable, including but not limited to standard Building Permit review fees for improvements to be constructed on improved parcels.

7.4 Impact Fees. Developer agrees that the Project shall be subject to all impact fees, which are (1) imposed at the time of issuance of Building Permits, and (2) generally applicable to other property in the City; and Developer waives its position with respect to any vested rights to the imposition of such fees but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Project to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of or the amount of the fees within the time frame(s) set forth in Utah Code §11-36a-702.

7.4.1 Impact Fee Credits. If eligible, Developer shall receive reimbursement of or credit for impact fees as may be normally assessed by the City for "system improvements" as defined in the Utah Impact Fee Act, Utah Code Title 11, Chapter 36a, to the extent said improvements are designed and constructed at Developer's cost. City and Developer agree that specific details with respect to the mechanisms and timing of reimbursement or credit of impact fees, may be addressed by separate agreement as needed.

8. SPECIFIC PROJECT REQUIREMENTS.

8.1 Rock Fall Hazard. Based upon the following findings of the AGEC Report attached as **Exhibit C** hereto, and prior to any development on the Project, Developer shall mitigate the rock fall hazard identified in paragraph 3.4:

A. The specific rock fall hazard is considered low due to the amount of rock littered on the existing slope that have previously fallen and will ultimately restrict further rock fall from reaching the developed area.

B. The specific rock fall hazard is considered low due to the smaller size of the rock with fall potential at the top of the slope. The smaller rock is restricted due to the existing littered rock along the slope.

C. The specific rock fall hazard is considered low due to the angularity of the rock and lack of potential energy or momentum to reach the developed portion of the site.

D. The proposed mitigation plan will act as a barrier and reduces the risk of rockfall to an acceptable risk.

E. The proposed mitigation plan utilizes a proven product and is designed by experts and experienced professionals.

8.1.1 Developer understands and agrees that as a condition of development of the Project, Developer shall comply with the recommendations and standards set forth in the Structural Design or Foundation Design, as defined below. Developer and City further acknowledge that the nature of the hazard, and the availability of mitigation for the hazard, together are unique to the Property and the City's acceptance of the AGEC Report does not create any precedent with respect to any other real property in the City.

8.1.2 Rockfall Fence Design and Construction. Consistent with the recommendations in the AGEC Report, the City acknowledges that Developer has obtained structural design calculations and a rockfall fence foundation design. The structural design calculations were prepared by Hedman Engineering and dated April 18, 2022 (the "Structural Design Calculations"), and are attached hereto as **Exhibit D**. The rockfall fence foundation design was also prepared by Hedman Engineering and dated April 18, 2022 (the "Foundation Design"), and is attached hereto as **Exhibit E**. Developer agrees to construct the rockfall fence foundation in a manner consistent with the Structural Design Calculations and the Foundation Design, and to install rockfall barrier with specifications equal to or exceeding Geobrugg GBE-500A-R rockfall barrier.

8.2 Essential Project Infrastructure. If not otherwise completed, Developer agrees to design and obtain all required approvals and construct the infrastructure necessary for the operation of Project. All infrastructure shall be constructed to City engineering and planning standards as set forth in the Code.

8.2.1 Internal Roads and Secondary Access. Developer shall construct or cause to be constructed any roads and secondary access not otherwise constructed which are necessary to serve the Project in connection with the development.

8.2.2 Water, Fire Flow and Public Safety. Developer shall pay all impact fees necessary to satisfy culinary water service from the Washington County Water Conservancy District sufficient to meet the culinary and irrigation requirements for the Project. If available or required by Code, Developer shall also connect to the City secondary irrigation water system for landscaping and outdoor water use. All water systems shall be designed and obtained all necessary approvals for the construction and operation of water systems with sufficient fire flow and storage to meet the culinary, irrigation and public safety standards for development in accordance with the Development Standards. Developer shall be required to comply with the City's regulations regarding water, landscaping, and secondary water systems in connection with the issuance of all Building Permits.

8.2.3 Other Infrastructure. In connection with or prior to the approval of the next Final Site Plan within the Project, Developer shall have designed and obtained all required approvals for the construction and operation of any other onsite and any necessary offsite utility infrastructure with sufficient capacity to meet the requirements of the next phase of development. Developer shall thereafter construct or cause to be constructed any such other utility infrastructure necessary to serve a Project in connection with the development and improvement of each subsequent Final Site Plan.

8.2.4 Drainage and Flood Control. Drainage and flood control facilities or infrastructure not already constructed, shall be constructed by Developer as a part of completion of other major facilities and development of the Project in accordance with the City and State Storm Water permits and requirements. Developer shall not be required to accommodate additional storm water drainage caused by development of any adjoining lands outside of the Project. Major infrastructure and retention facilities, where appropriate, will be owned and maintained by (Developer,/City/property owners, or owner's association) who shall provide to the City the appropriate long-term storm water management plan upon completion. The City shall conduct annual inspections to ensure compliance with the management plan.

8.3 Sewer Improvements on Tech Ridge. The City agrees that the sewer improvements beyond those required solely for the Project and are required of Developer to service the Tech Ridge development above the Project to the west shall be eligible for impact fee credits or reimbursement under this Agreement. If applicable the Parties shall separately execute a separate reimbursement agreement to that effect detailing the amount of said credit or reimbursement which shall not exceed the actual cost to Developer of such improvements. Developer shall provide to the City documentation evidencing such cost prior to receipt of such credit or reimbursement.

9. **DEFAULT, TERMINATION AND DISPUTES**.

9.1 Events of Default. Developer is in default under this Agreement upon the failure to cure one or more of the following events or conditions (each an "Event of Default") in accordance with section 9.2.

9.1.1 If a warranty, representation, or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made.

9.1.2 Developer has not complied with one or more of the terms or conditions of this Agreement, the City Code provisions set forth in Title 10, or the Utah Code.

9.2 Procedure Upon Event of Default.

9.2.1 After the occurrence of an Event of Default, the City Council may exercise a right to declare an Event of Default by authorizing the City Manager to give Developer written notice specifying the nature of the alleged default. Developer shall have sixty (60) days after receipt of written notice to cure the Event of Default. In the event the nature of the Event of Default reasonably requires more than sixty (60) days to cure and provided Developer has commenced actions reasonably designed to cure the Event of Default within the sixty (60) day cure period and thereafter diligently proceeds to cure the alleged default, the cure period shall be extended for one additional sixty (60) day period or for such other time period agreed to by the City, for Developer to cure the Event of Default to completion. If the Event of Default is not cured within the cure period described above, the City may terminate this Agreement and the associated development approvals by giving written notice to the Developer. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any Event of Default under Section 10, nor shall it change the time of such default. In the event Developer fails to cure such Event of Default in addition to the other remedies, the City may suspend all permitting and approval processes under this Agreement and place stop-work orders on continuing construction, and otherwise use all means available to mitigate and address any such Event of Default.

9.2.2 The City does not waive any claim of default in performance by Developer, if on periodic review the City does not declare an Event of Default.

9.2.3 Any default or inability to cure a default caused by strikes, lockouts, pandemics or health related crisis, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party

for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a default.

9.2.4 Adoption of a law or other governmental activity making performance by the Developer unprofitable or more difficult or more expensive does not excuse the performance of the obligation by Developer. Notwithstanding the foregoing, adoption of a law or other governmental activity making performance by the Developer impossible shall excuse the performance of the obligation by Developer.

9.2.5 All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the Parties to pursue in the event there is an incurred Event of Default.

10. RELATIONSHIP BETWEEN THE PARTIES.

10.1 Relationship of Parties. The contractual relationship between the City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the Project is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements Property until the City accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement providing for acceptance of dedication, ownership or maintenance; and (c) Developer shall have the full power and exclusive control of the PC Junction Property subject to the terms, conditions, limitations, restrictions, and obligations of Developer set forth in this Agreement.

10.2 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the Parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the City and the City's employees, agents, attorneys and consultants; and the City, on behalf of itself and the City's board members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants; from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the Effective Date in connection with the application, processing or approval of applications relating to the rock fall area of the Project, to include any past claims for vested development rights that are not provided for in this Agreement.

10.3 Hold Harmless. Developer agrees, for itself and its successors and assigns, that it shall hold harmless the City and its officers, agents, and employees for any injury,

loss, or damage the City may suffer as a result of claims, demands, losses, or judgments, other than those caused by the negligence of the City or its officers, agents, or employees, arising in connection with any rockfall on the Property, irrespective of the performance of any mitigation efforts made upon the Property.

10.3.1 Exceptions to Hold Harmless. The agreements of Developer in this Section 6 shall not be applicable to (i) any claim arising by reason of the gross negligence or intentional misconduct of the City, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

10.3.2 Hold Harmless and Indemnification Procedures. Except in the Event of Default, the City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless or indemnification agreement as soon as practicable but not later than ten (10) business days after the assertion or commencement of the claim, demand, action or proceeding; provided however, the City's inadvertent failure to provide such notice within such time period shall not be a breach of this Agreement unless such failure materially impairs Developer's defenses in such action. In the event any such notice is given; the City shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

10.4 Indemnity Against Rockfall Hazard. Developer agrees that it shall indemnify and defend the City and its officers, agents, and employees for any injury, loss, or damage the City may suffer as a result of claims, demands, losses, or judgments, other than those caused by the negligence of the City or its officers, agents, or employees, arising in connection with any rockfall on the Property, irrespective of the performance of any mitigation efforts made upon the Property.

10.4.1 The obligation to indemnify and defend the City shall, following the expiration of Developer's administrative control period in relation to the Project and Association, pass fully to the Association as the successor to Developer's responsibilities to maintain the common areas and common facilities in the Project. At such time, Developer shall be released from its obligation to indemnify and defend (while still remaining subject to the hold harmless set forth herein).

11. GENERAL PROVISIONS

11.1 Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

11.2 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

11.3 No Joint Venture, Partnership or Third Party Rights. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

11.4 Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature any may only be modified by a subsequent writing duly executed and approved by the parties hereto.

11.5 Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

City:	**Developer:**
City Manager St. George City Hall 175 East 200 North St. George, Utah 84770	Soleil Ridge Partners, LLC Attn: Matthew Smoot 710 Brentwood Lane North Salt Lake, Utah 84054
With a copy to:	*With a copy to:*
City Attorney St. George City Hall 175 East 200 North St. George, Utah 84770	Matthew J. Ence Snow Jensen & Reece, PC 912 West 1600 South, Suite B200 St. George, UT 84770

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail in the form specified in this section, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail.

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

11.6 Choice of Law. Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular

shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, and the term "person" shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and insure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

11.7 Expenses. The Developer and the City each shall pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein.

11.8 Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

11.9 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. Where there is a conflict between the terms of this Agreement and any Exhibit, the more specific provision shall be controlling.

11.10 Rights of Third Parties. This Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

11.11 Third Party Legal Challenges. In those instances where, in this Agreement, Developer has agreed to waive a position with respect to the applicability of current City policies and requirements, or where Developer has agreed to comply with current City policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such City policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

11.12 Computation of Time. Unless otherwise specified, in computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, and the time shall be computed on a calendar, not work-day, basis.

11.13 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

11.14 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties. If any material provision of this Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, Developer or the City shall have the right in their sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other Party.

11.15 Exhibits Incorporated. All Exhibits to this Agreement are incorporated by reference as if fully set forth herein.

11.16 Execution of Agreement. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed by the Mayor, acting by and through the City Council pursuant to Ordinance No. _____, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

CITY OF ST. GEORGE

Attest:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

Approved as to form:

_____

Jami R. Brackin, Deputy City Attorney

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____day of _____, 2023, personally appeared before me Michele Randall who being duly sworn, did say that she is the Mayor of St. George City and the foregoing instrument was signed on behalf of the City for the uses and purposes set forth herein.

_____
Notary Public

SOLEIL RIDGE PARTNERS, LLC

_____
By:
Its:

Approved as to form:

_____
Attorney for Soleil Ridge Partners, LLC

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Soleil Ridge Partners, LLC, and the foregoing instrument was signed on behalf of said company for the uses and purposes set forth herein.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION
OF THE
PROPERTY

Parcel 1:

WORTHEN BLK 4 (SG) Lot: 2, Subdivision: WORTHEN BLK 5 (SG) Lot: 5, Subdivision: WORTHEN BLK 7 (SG) Lot: 1 THRU:- Lot: 4 S: 36 T: 42S R: 16W BEG S89*48'07 W 448.72 FT ALG SEC/L & S0*55'36 E 440.42 FT FM NE COR SEC 36 T42S R16W; TH S89*04'24 W 220.44 FT; TH S54*52'49 W 1056.16 FT; TH 2363.47 FT RAD CUR LFT; TH SLY 213.94 FT ALG ARC CUR TO PT TNGY & 290 FT RAD CUR LFT; TH SLY 222.23 FT ALG ARC CUR TO PT TNGY & 483.39 FT RAD CUR RGT; TH SLY 147.01 FT ALG ARC CUR;TH N89*04'24 E 480.605 FT; TH N0*55'36 W 429 FT; TH N89*04'24 E 264 FT; TH N0*55'36 W 264 FT; TH N89*04'24 E 41.50 FT; TH N0*55'36 W 132 FT; TH N89*04'24 E 132 FT; TH N0*55'56 W 297 FT TO POB

Containing approx. 15.99 acres, more or less.

Parcel No. SG-6-2-36-110

Parcel 2:

WORTHEN BLK 8 (SG) Lot: 1 THRU:- Lot: 4 A PORTION OF LOTS 1, 2 AND 3, AND ALL OF LOT 4, OF BLOCK 8, 1948 ADDITION TO WORTHEN SUBDIVISION, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER SAID BLOCK 8, WHICH POINT LIES S 0*43'00" E 1129.85 FEET AND WEST 627.55 FEET FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 0*43'00" E ALONG THE EAST LINE OF BLOCK 8 215.00 FEET TO; THENCE S 89*17'00" W 132.00 FEET, TO THE COMMON LINE OF LOTS 1 AND 2 SAID BLOCK; THENCE S 0043'00" E ALONG SAID LINE 10.50 FEET: THENCE S 89*17'00" W 121.00 FEET TO THE WEST LINE SAID BLOCK; THENCE N 0*43'00" W ALONG SAID WEST LINE 225.50 FEET TO THE NORTHWEST CORNER SAID BLOCK; THENCE N 89*17'00" E ALONG THE NORTH LINE SAID BLOCK 253.00 FEET TO THE POINT OF BEGINNING.

Containing approximately 1.28 acres, more or less.

Parcel No. SG-VW-50-A-1

Parcel 3:

WORTHEN BLK 5 (SG) Lot: 6 AND:- Lot: 7 AND:- Lot: 2 THRU:- Lot: 4 AND:- Lot: 7 DESCRIBED AS: BEGINNING AT A POINT NORTH 89*28'15" WEST 13.50 FEET

EXHIBIT A

FROM THE NORTHWEST CORNER OF BLOCK 2, OF THE WORTHEN SUBDIVISION, OFFICIAL RECORDS, WASHINGTON COUNTY, STATE OF UTAH, SAID POINT BEING SOUTH 00*31'45" WEST ALONG THE SECTION LINE 560.98 FEET AND NORTH 89*28'15" WEST 294.00 FEET FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0*31'45" WEST 184.50 FEET; THENCE NORTH 89*28'15" WEST 160.00 FEET TO THE EAST LINE OF LOT 4, BLOCK 5, OF THE 1948 ADDITION TO THE WORTHEN SUBDIVISION, OFFICIAL RECORDS, WASHINGTON COUNTY, STATE OF UTAH; THENCE SOUTH 0*31'45" WEST ALONG SAID LOT 4 AND THE EAST LINE OF LOTS 3 AND 2, SAID BLOCK 5, 335.00 FEET TO A POINT ON THE NORTH LINE OF A CERTAIN PARCEL OF LAND CONVEYED IN DEED OF DEDICATION DOCUMENT NUMBER 0356671, OFFICIAL RECORDS, WASHINGTON COUNTY, STATE OF UTAH; THENCE NORTH 89*28'15" WEST ALONG SAID LINE 132.00 FEET TO THE WEST LINE OF LOT 2, SAID BLOCK 5; THENCE NORTH 0*31'45" EAST ALONG THE WEST LINE OF LOTS 2, 3 AND 4, SAID BLOCK 5 387.50 FEET TO THE NORTHWEST CORNER OF LOT 4, SAID BLOCK 5; THENCE SOUTH 89*28'15" EAST ALONG THE NORTH LINE OF LOT 4 132.00 FEET TO THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 5; THENCE NORTH 0*31'45" EAST ALONG THE WEST LINE OF LOT 6 132.00 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 5; THENCE SOUTH 89*28'15 EAST ALONG SAID LINE AND ITS EXTENSION EAST 160.00 FEET TO THE POINT OF BEGINNING.

Containing approximately 1.85 acres, more or less.

Parcel No. SG-VW-5-6-A

City Parcel:

WORTHEN BLK 8 (SG) Lot: 3 BEG AT NW COR LOT 3 BLK 8 WORTHEN SUB SEC 36 T42S R16W, TH E 11 FT TH S 396 FT TH W 11 FT TH N 396 FT TO BEG.

Containing approximately .46 acres, more or less.

Parcel No. SG-VW-50-B

EXHIBIT B

Site Plan

TO BE DEDICATED TO THE CITY

PROPOSED ACCESS EASEMENT

ROW TO BE VACATED

TO BE PURCHASED FROM THE CITY
4,495 SQ. FT.

SEWER TO BE ABANDONED

EXISTING PUBLIC ROW

DATE: 06/16/22
JOB NO.: 12560-21
DESIGNED BY: NAME
CHECKED BY: NAME
DWG: Agreement Exhibits

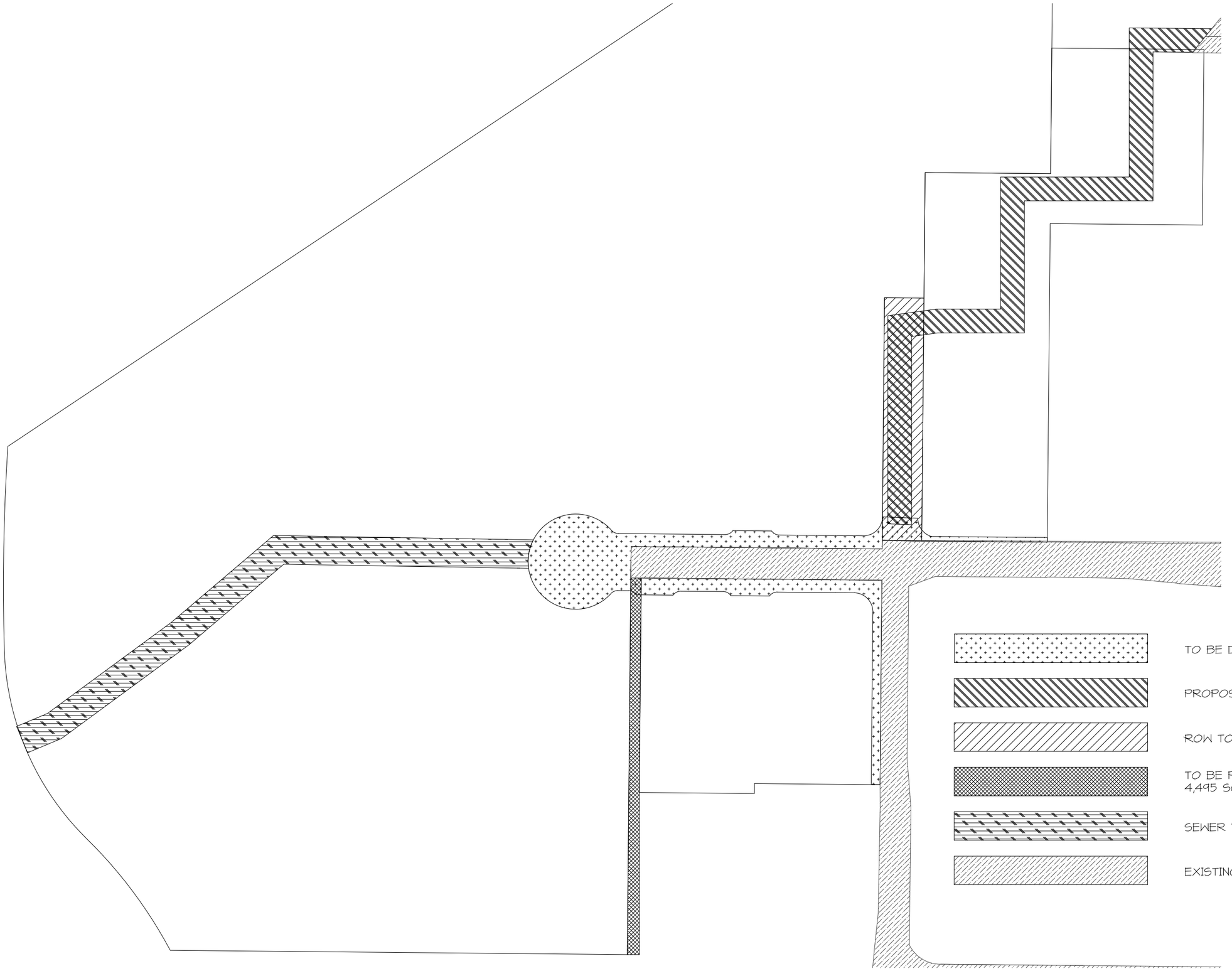
REVISIONS
DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

DEVELOPMENT AGREEMENT EXHIBIT
FOR
SOLEIL RIDGE
SAINT GEORGE, UT

SHEET
EX-1
1 OF 2 SHEETS



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DEVELOPMENT AGREEMENT EXHIBIT
FOR
SOLEIL RIDGE
SAINT GEORGE, UT

SHEET
EX-2
2 OF 2 SHEETS

EXHIBIT C

AGEC REPORT

(see following pages)

AGEC
Applied GeoTech

February 4, 2022

Wasatch Commercial Builders, LLC
1820 West 2300 South, Suite 100
West Valley City, UT 84119

Attention: Scott Overman
email: rsoverman@wasatchcb.com

Subject: Additional Rockfall Hazard Assessment
Soleil Ridge
300 West 900 South
St George, Utah
Project No. 2201872

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to provide rockfall barrier design information for the north and west sides of the proposed Soleil Ridge development planned for 300 West 900 South in St George, Utah. We previously performed a geologic-hazard assessment of the property for Holdaway Construction and reported our findings and recommendations in a letter dated January 6, 2020 under Project No. 2192092.

PROPOSED CONSTRUCTION

We understand that apartment buildings, carports and paved drives and parking are planned for the area. A fence is planned to be installed between the slope and the proposed development to mitigate the rockfall hazard.

GEOLOGY

The geology of the site is mapped by Hayden and Willis (2011) to consist of talus and landslide deposits on the hillside and bedrock near the base of the slope. The relatively flat east side of the property is mapped as mixed eolian and alluvial deposits. The bedrock is the Springdale Sandstone Member of the Kayenta Formation overlying the Whitmore Point Member of the Moenave Formation overlying the Dinosaur Canyon Member of the Moenave Formation. The bedrock dips gently down to the north.

There are outcrops of basalt above the property with some areas of rock that could potentially become dislodged, particularly during a major earthquake, and result in rockfall hazard for the proposed development. The rocks are generally less than 5 feet in size. The approximate extent of the rockfall hazard is presented on Figure 1. This is based on field observation and experience with similar sites in the area. The extent of the potential rockfall hazard cannot be well defined due to land disturbance and likely removal of rocks in the runout zone.

ROCKFALL EVALUATION

Four slope profiles were developed from the topographic information provided as shown on Figure 1. The profiles were entered into the Colorado Rockfall Simulation Program to assist in identifying potential rock velocities, bounce heights and kinetic energy for locations expected for the rockfall fence. These values are for a rock size of 5 feet, which is the approximate maximum size of source rock.

The proposed rockfall fence is below the estimated rockfall runout zone so the Colorado Rockfall Simulation Program did not have rock impact parameters. The following values were obtained from the Colorado Rockfall Simulation Program for potential fence locations at Profiles B, C and D shown on Figure 1:

PROFILE B

Cumulative Probability (%)	Velocity (fps)	Energy (ft-lb)	Bounce Height (ft)
50	13.4	43,800	0.2
75	16.8	64,400	4.8
90	19.8	83,000	8.9
95	21.5	94,200	11.3
98	23.6	106,700	14.1

PROFILE C

Cumulative Probability (%)	Velocity (fps)	Energy (ft-lb)	Bounce Height (ft)
50	14.2	55,500	0.6
75	14.8	58,900	1.7
90	15.4	61,900	2.7
95	15.7	63,800	3.3
98	16.1	65,800	3.9

PROFILE D

Cumulative Probability (%)	Velocity (fps)	Energy (ft-lb)	Bounce Height (ft)
50	15.3	57,700	0.3
75	19.2	86,000	4.6
90	22.7	111,500	8.5
95	24.8	126,800	10.8
98	27.2	143,900	13.4

This information can be used to design rockfall fences to protect the development areas from rockfall. The higher values of rock energy presented are recommended for use in design of the rockfall fences.

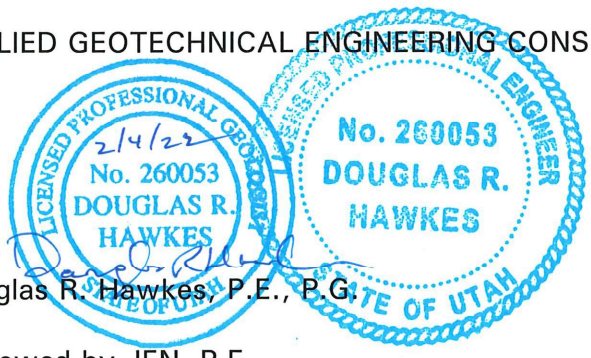
LIMITATIONS

This letter has been prepared in accordance with generally accepted geologic engineering practices in the area for use by the client. The conclusions and recommendations included in the letter are based on conditions observed during our field study, the topographic information provided and use of the Colorado Rockfall Simulation Program. If conditions are significantly different from those described in this letter, we should be notified to reevaluate the recommendations given.

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

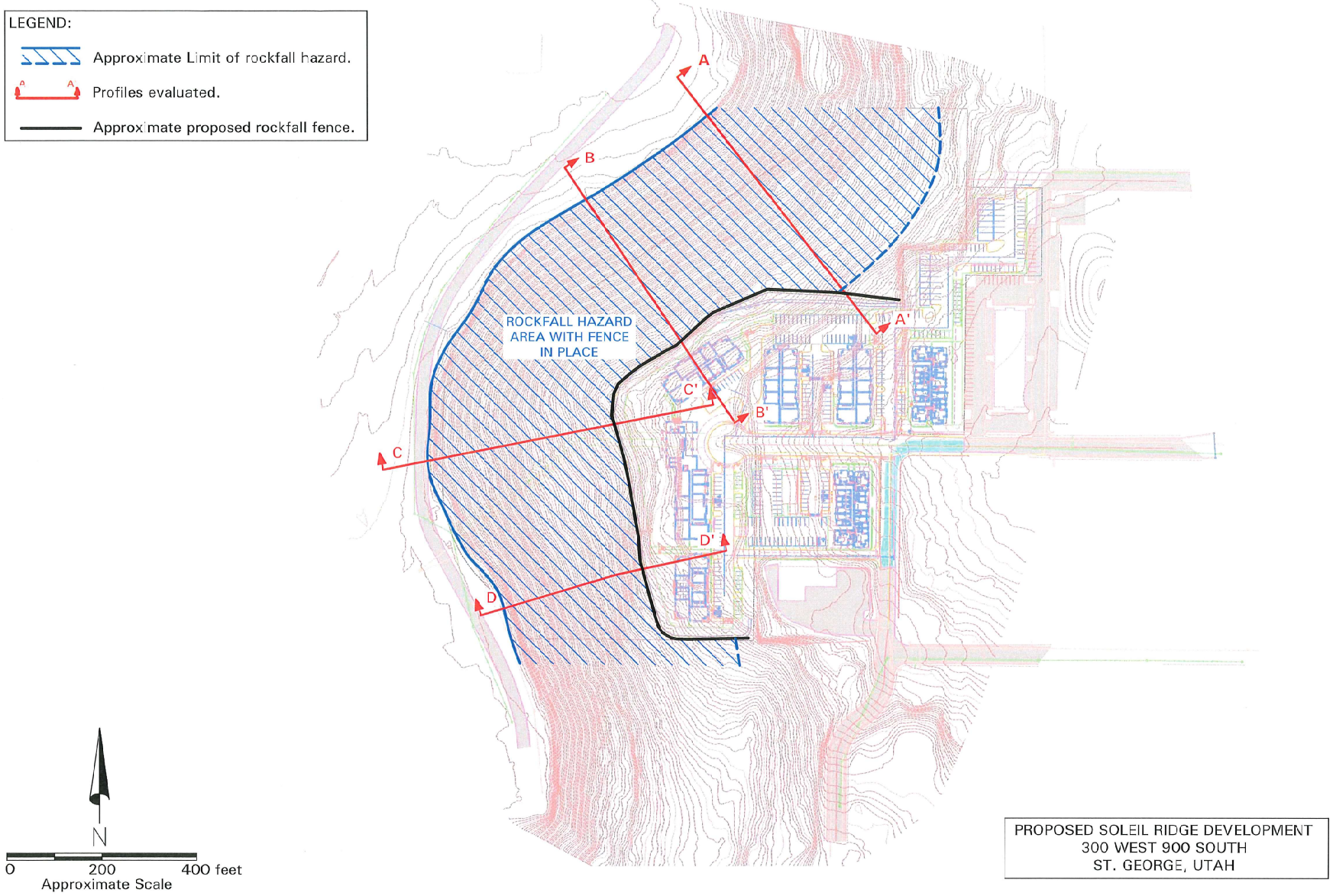


Douglas R. Hawkes, P.E., P.G.

Reviewed by JEN, P.E.
DRH/rs
Enclosure

Reference:

Hayden, J.M. and Willis, G.C., 2011; Geologic map of the St George 7.5' quadrangle, Washington County, Utah, Utah Geological Survey Map 251DM.



2201872	AGEC	Rockfall Hazard Area, Rockfall Fence and Slope Profile Locations	Figure 1

EXHIBIT D

STRUCTURAL DESIGN CALCULATIONS

(see following pages)

STRUCTURAL DESIGN CALCULATIONS

SOLEIL RIDGE ROCKFALL FOUNDATION

PREPARED FOR AGEC

PROJECT NO: 22113

PROJECT LOCATION

300 E 900 S

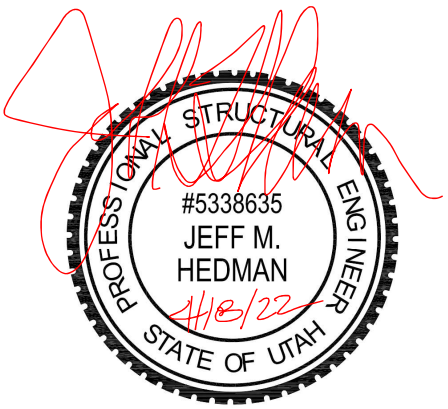
ST. GEORGE, UT

HEDMAN ENGINEERING

216 W. ST.GEORGE BLVD STE. 203 , ST. GEORGE,UTAH 84770

PH: 435-313-4162 EMAIL: JEFF@HEDMANENGINEERING.COM

ALL DRAWINGS AND SPECIFICATIONS ISSUED AS PART OF THE SERVICES RENDERED BY HEDMAN ENGINEERING, LLC FOR THIS PROJECT SHALL REMAIN THE PROPERTY OF HEDMAN ENGINEERING, LLC. ANY DUPLICATION OF THE DRAWINGS AND/OR SPECIFICATIONS IN WHOLE OR IN PART FOR USE ON ANY OTHER PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF HEDMAN ENGINEERING, LLC



PROJECT INFORMATION

Project Number: 22113
Project Name: SOLEIL RIDGE ROCKFALL FOUNDATION
Project Location: 300 E 900 S
St. George, UT

PROJECT DESIGN CRITERIA PER IBC 2018

GRAVITY LOADS

Self weight of fence and foundation

LATERAL LOADS

Rock Fall Impact Load = 30,000 lbs (130 Kn)
Rockfall Fence Tension Force = 49,500 lbs (220 Kn)
Rockfall Fence Compression Force = 45,000 lbs (200 Kn)
Rockfall Fence Shear Force = 30,000 lbs (130 Kn)

PROJECT SPECIFICATIONS

Soils Report = #2201872 by AGEC dated March 3, 2022.
Pedestal Concrete f'c = 4,500 psi Type V cement 0.50 max w/c ratio
Micropiles:

- Concrete f'c = 6,000 psi Type V cement, 0.45 max W/C ratio.
- Grout specific gravity range 1.8 to 1.9
- Reinforcing Gr.75 Dywiag Thread Bar

Structural steel = Steel Pipe – ASTM A53 Gr. B, Fy = 35 ksi

** Materials provided to construct this project shall conform to the specifications listed above. No material specifications are to be changed without the consent of the engineer of record. Some aspects of the structural design may require different material specifications than what is listed above. In that case, those requirements will be noted in the construction drawings.**

GENERAL NOTES AND REQUIREMENTS

Install Simpson straps, tie downs, and other hardware and meet all nailing, reinforcement and other structural requirements as noted on the construction drawings and within the pages of this document. The structural calculations are based on the structural criteria listed above. If the conditions listed herein are not met or are different from what was assumed, it shall be brought to the attention of the engineer. Roof truss system is to be engineered by the supplier and reviewed and approved by the engineer of record. All structural engineering has been performed according to the project soils report provided to this firm. In the event that a project soils report is not provided to this firm or does not exist, this engineering assumes that the building site is dry and stable with no adverse conditions or soils such as: a high water table, expansive clays, plastic clays, collapsible soils, fills etc. that could cause future flooding, settlement, site instability, or other adverse conditions. Any site engineering including grading, drainage, and site retaining walls is the responsibility of others. These calculations and engineering are for the building structure only and do not provide any engineering analysis of or liability/warranty for the non-structural portions of the building, or the site itself. The purpose of these calculations and engineering is to help reduce structural damage and loss of life due to seismic activity and/or high wind conditions. The contractor shall verify all conditions, dimensions and structural details of the drawing. Multiple uses of structural design calculations are not permitted.

1. Contractor to verify all dimensions, spans, and conditions and notify engineer of any errors, omissions, or discrepancies prior to construction.
2. If discrepancies are found in the project specifications, the more stringent specification shall be followed.
3. Contractor shall assure that all materials are used per manufactures recommendations.
4. Site engineering and liability shall be provided by the owner/builder as required.
5. Contractor shall assure that soil footings bear on is properly drained and dry prior to pouring foundation. Footings shall bear on undisturbed native soil or soil approved by the project geotechnical engineer a minimum of 14 inches below finished grade. Foundation shall have a minimum horizontal clearance from ascending slopes shall be a minimum of 25 feet unless approved by the project geotechnical engineer.
6. The contractor shall conform to all building codes and practices as per the IBC 2018 edition and its referenced standards.
7. Builder shall follow all recommendations found in the project soils report and all referenced documents, letters, and addendums.
8. Contractor to verify all dimensions, spans, and conditions with architectural drawings. If any omissions, mistakes, or discrepancies exist within the construction drawings, the engineer shall be promptly notified so that he may have the opportunity to take whatever steps necessary to resolve them. Failure to promptly notify the engineer of such conditions shall absolve the engineer from any responsibility for the consequences of such a failure.
9. If discrepancies are found, the more stringent specification shall be followed. Contractor is responsible for adequate bracing of structural members, walls, and non-structural items during construction.
10. The engineer and his consultants do not warrant or guarantee the accuracy and completeness of the work herein beyond a reasonable diligence. If any omissions, mistakes, or discrepancies are found to exist within the work product, the engineer shall be promptly notified so that he may have the opportunity to take whatever steps necessary to resolve them. Failure to promptly notify the engineer of such conditions shall absolve the engineer from any responsibility for the consequences of such a failure.
11. Many portions of the construction documents, notes, and specifications are the result of demands by various approving agencies that must be performed as part of this work product. Any actions taken without the knowledge and consent of the engineer shall become the responsibility not of the engineer, but of the parties responsible for making the change and taking action to do so. Action taken without the knowledge and consent of the engineer or the contradiction of the engineer's work product, the intent, and/or recommendations, shall become the responsibility not of the engineer, but of the parties responsible for taking such action. The engineer should be contacted in matters of any and all changes to the drawings and specifications herein without exception.
12. Non structural framing requirements are not specified on the structural drawings. See architectural drawings for any additional framing required.
13. Contractor shall assure that all products and hardware are used and installed per manufacturer's recommendations and requirements.

****Refer to Sheet S0.0 of the construction documents for additional project specifications and requirements****

REQUIRED PROJECT SPECIAL INSPECTIONS

Concrete special Inspection per IBC 1705.3 & Table 1705.3
Cast in place deep foundation elements per IBC 1705.8, 1705.3 & Tables 1705.8 and 1705.3

DESIGN FORCES

TENSION = 220 KN (0.2248) = 49.5K

COMPRESSION = 200 KN (0.2248) = 45K

SHEAR = 130 KN (0.2248) = 30K

DIMENSIONS OF BASE = 1m x 0.5m x 0.2m

= 1 (39.37) = 39.37 IN

= 0.5 (39.37) = 19.69 IN

= 0.2 (39.37) = 7.874 IN

CONCRETE PEDESTAL DIMENSIONS USE 48"x24"x5'-6" TALL

PEDESTAL SHALL BE CONSTRUCTED ON BEDROCK AT BOTTOM OF CLAYEY SAND AND GRAVEL LAYER ON TOP OF WEATHERED BEDROCK TO REDUCE FLEXURE IN MICROPILES

LATERAL TIES REQUIRE 30K ANCHORAGE FORCE

ALLOWABLE TENSION FRICTION = 925psf IN TOP 5'-0" (FS=2.0)
1350 psf BELOW TOP 5'-0" (FS=2.0)

MICROPILE CIRCUMFERENCE = $\pi D = \pi(0.5) = 1.5708$ ft/ft

$1.5708(925)(5) = 7264.93$ lbs

$30{,}000 - 7264.93 = 22{,}735.07$ lbs

$\frac{22735.07}{(1.5708)(1350)} = 10.72 + 5 = 15.72 \approx 16'-0"$ MIN EMBEDMENT

DETERMINE DIAMETER OF BAR REQ'D

$\frac{30{,}000}{0.55(75{,}000)} = A_{BAR\,MIN} = 0.73\,in^2$

$D = \sqrt{\frac{4(0.73)}{\pi}} = 0.96\,in^2$ USE #8 DYWIDAG THREADBAR OR EQUAL

SEE SPREADSHEETS FOR MICROPILE AND PEDESTAL DESIGN

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CONCRETE COLUMN DESIGN V2.2.0 (3/16/15)

CONCRETE COLUMN DESIGN FOR: 22113 Soleil Ridge Rock Fall Fence Post Pedestal

Concrete Column Properties and Specs

Concrete Strength	f'c	4500	ksi
Yield Strength	fy	60	ksi
Width of Column	b	24	in.
Depth of Column	h	48	in.
Unbraced column height	lu	5.5	ft
Gross Total Area of Column	A_g	1152	in^2

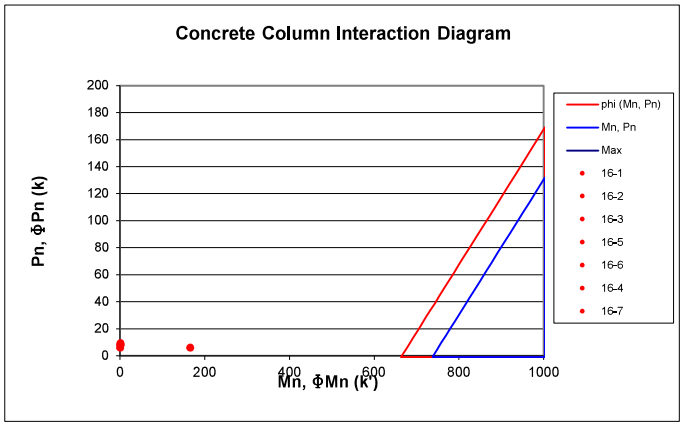
Reinforcement Properties and Specs

Spiral Confinement? (Y or blank)			
Depth to Centroid Rebar 1	d_1	3.25	in.
Depth to Centroid Rebar 2	d_2	17.08	in.
Depth to Centroid Rebar 3	d_3	30.92	in.
Depth to Centroid Rebar 4	d_4	44.75	in.
Modulus of Elasticity of Steel	E_s	29000	ksi
Number of Rebar 1		4	
Rebar 1 Size		6	
Rebar 1 Cross Sectional Area		0.440	in^2
Total Rebar 1 Area	As_1	1.76	in^2
Number of Rebar 2		3	
Rebar 2 Size		6	
Rebar 2 Cross Sectional Area		0.440	in^2
Total Rebar 2 Area	As_2	1.32	in^2
Number of Rebar 3		3	
Rebar 3 Size		6	
Rebar 3 Cross Sectional Area		0.440	in^2
Total Rebar 3 Area	As_3	1.32	in^2
Number of Rebar 4		4	
Rebar 4 Size		6	
Rebar 4 Cross Sectional Area		0.440	in^2
Total Rebar 4 Area	As_4	1.76	in^2
Total Steel Cross sectional area	As_t	6.16	in^2

Design Factors

Phi Factor	Φ	0.652	
Maximum Axial Capacity of Conc.	Po	4383207.6	
Factored Max Axial Capacity	ΦPo	2856642	kips
	Pn	3506566	
	ΦPn	2285314	kips
Factor Relating a to c	β_1	0.65	
Concrete Yield Strain	ε_y	0.00207	

Max ΦMn	0	17



Column Loading

Axial controlled by = 1.4D

Bending controlled by = 0.9D+1.0E

Axial + Bending controlled by = 0.9D+1.0E

Roof Tributary width =	A_r	1	ft^2	
Floor tributary width =	A_f		ft^2	
		Vertical	Horizontal	
Roof Dead Load =	D_R	6600		psf, lbs
Roof Live Load =	Lr			psf, lbs
Roof Snow Load =	S			psf, lbs
Roof Rain Load =	R			psf, lbs
Floor Dead Load =	D_F			psf, lbs
Floor Live Load =	LL			psf, lbs
Wind Lateral load =	W			lbs,lbs
Seismic lateral load =	E		30000	lbs,lbs
Axial Load =	Pu	9.240	kips	
Eccentricity =	e	0	in.	
Factored Moment =	Mu	166.010	kip-ft	
ΦMn from interaction diagram for Pu =		683.70	kip-ft	
	ΦPn =	2285314	kips	
	Pu/ ΦPn =	0.0000	OK	
	Mu/ ΦMn =	0.2428	OK	

Column slenderness check

$I = bh^3/12$ =	221184.00	in^4
$r = (I/A)^{0.5}$ =	13.86	in^3
k =	1.0	for pinned column
klu/r =	4.76	<= 22, column is not slender

Moment magnification for slender column

Min eccentricity =	2.04	in
$C_m = 0.6+0.4*M1/M2$ =	1	
βdns =	1	
Ec =	120915	ksi
Es =	29000	ksi
EI =	########	$k\text{-}in^2$
$Pc = \pi^2 EI/(klu)^2$ =	6113587	k
δ = Cm/(1-Pu/(0.75Pc)) =	1.000	
Magnified moment, Mc = δM_2 =	166.010	k-ft

Column Shear design

Max Vu =	13.750	kips
Concrete capacity, $\Phi Vc = 2*f'c^{1/2}*b*d$ =	3417.45	kips
	OK	

Minimum reinforcement check

Min. As = 0.005*Ag =	5.76	in^2	
As =	6.16	in^2	OK

Vertical Confinement

Rebar Size	#	3	bars
Spacing	@	12	o.c.

Project: 22113 Soleil Ridge Rock Fall Fence Micropiles compression loads **Date :** 4/18/2022 17:18

Micropile Geotechnical Design Parameters

Active zone =	8.00	ft			Min. embed =	10.00	ft below active zone
Pier diameter =	6	in			Min. Pier Length =	10.00	ft
Min. DL pressure =	0	psf	=	0 lbs/pile	Passive Pressure =	0	pcf
					Depth of passive pressure =	0.00	ft

Soil layer Design Parameters (S.F. = 2.0 on friction values

Soil Layer	Layer Description	Start depth ft	Friction psf	End Depth ft	Friction psf	Horz. Modulus pci
Layer 1	Soft siltstone/mudstone bedrock	0	925	5	925	1000
Layer 2	Firm/Hard siltstone/mudstone bedrock	5	1350	100	1350	2000
Layer 3						
Layer 4						
Layer 5						
Layer 6						
Layer 7						
Layer 8						

Micropile gravity Loads Geotechnical Capacity Required Depths

Pier #	DL lbs	Lr lbs	LL lbs	TL lbs	Embed for friction depth ft	Embed for DL Deficit ft	Embed for active zone ft	Min. Depth incl. active zone ft	Min. Pier length ft	Pier type
1	0	0	45000	45000	22.79	0.00	8.00	22.79	22.83	B
2	0	0	45000	45000	22.79	0.00	8.00	22.79	22.83	B
Design loads =	0	0	45000	45000	22.79	0.00	8.00	22.79	22.83	B

Micropile Lateral Loads

Lateral Loads to Piles

Project: 22113 Soleil Ridge Rock Fall Fence Micropiles tension loads **Date :** 4/18/2022 17:18

Micropile Geotechnical Design Parameters

Active zone =	8.00	ft			Min. embed =	10.00	ft below active zone
Pier diameter =	6	in			Min. Pier Length =	10.00	ft
Min. DL pressure =	0	psf	=	0 lbs/pile	Passive Pressure =	0	pcf
					Depth of passive pressure =	0.00	ft

Soil layer Design Parameters (S.F. = 2.0 on friction values

Soil Layer	Layer Description	Start depth ft	Friction psf	End Depth ft	Friction psf	Horz. Modulus pci
Layer 1	Soft siltstone/mudstone bedrock	0	1400	5	1400	1000
Layer 2	Firm/Hard siltstone/mudstone bedrock	5	2000	100	2000	2000
Layer 3						
Layer 4						
Layer 5						
Layer 6						
Layer 7						
Layer 8						

Micropile gravity Loads Geotechnical Capacity Required Depths

Pier #	DL lbs	Lr lbs	LL lbs	TL lbs	Embed for friction depth ft	Embed for DL Deficit ft	Embed for active zone ft	Min. Depth incl. active zone ft	Min. Pier length ft	Pier type
1	0	0	45000	45000	15.82	0.00	8.00	18.00	18.00	B
2	0	0	45000	45000	15.82	0.00	8.00	18.00	18.00	B
Design loads =	0	0	45000	45000	15.82	0.00	8.00	18.00	18.00	B

Micropile Lateral Loads

Lateral Loads to Piles

Micropile Design Calculations V3.1.2 (Rev. 3/4/21)

Project: 22113 Soleil Ridge Rock Fall Fence Micropiles compression loads **Date :** 4/18/2022 17:18

Pile/Pier dimensions and material properties

Micropile height, h =	0.00	ft	Casing Section =	PIPE 3 XX-STRONG		Casing Plunge Depth =	6.00	ft
Micropile diameter, b =	0.50	ft	Casing Fy =	35000	psi	Micropile bar Fy =	75000	psi
Concrete strength, f'c =	6000	psi	Casing E =	29000000	psi	Micropile bar diameter =	1.43	(#10 Dywidag Threadbar or eq.)
Passive pressure =	0	psf	Casing OD =	3.50	in	Micropile bar As =	1.61	in^2
Allowable Skin friction =	925	psf	Casing ID =	2.30	in	Bearing Plate Fy =	36000	in
Micropile Tension Skin Friction =	925	psf	Casing Ag =	5.17	in^2	Bearing L & W =	4.00	in
Max Micropile Depth =	22.83	ft	Casing I =	5.79	in^4	Bearing Plate t =	0.388	in
Uncased Pile I =	63.62	in^4	Casing S =	3.31	in^2			
Ec = 57000*f'c$^{1/2}$ =	4415201	psi	Casing D/t =	6.26				
Uncased Pile EI =	280882952	lb-in^2						
Cased Pile EI =	84201492	lb-in^2						

Micropile Max Loads and Load Combinations

Lateral loads, P

Wind load, W =	0	lbs
Seismic load, E =	15000	lbs
Overstrength factor, Ω =	1.00	lbs
Soil load, H =		lbs

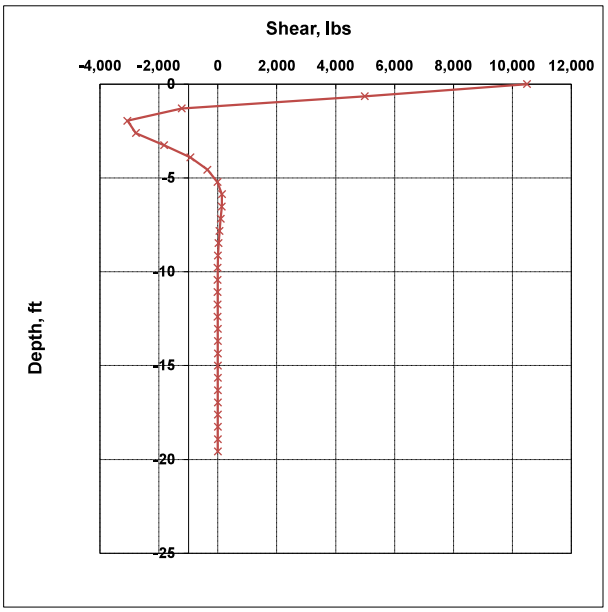
Gravity Loads

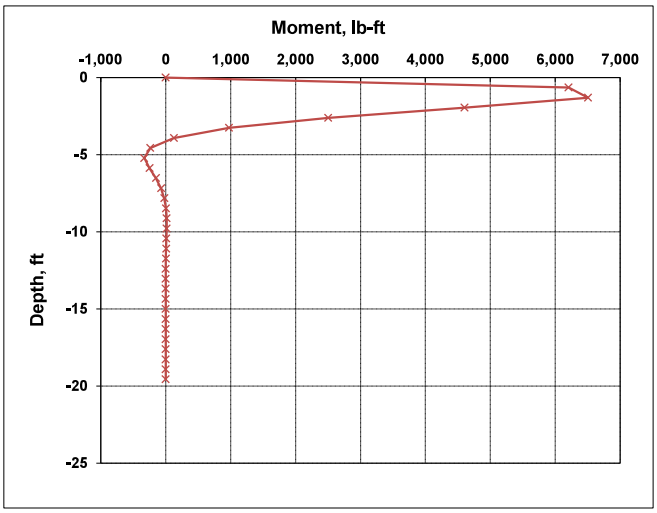
D =	0	lbs
L =	0	lbs
Lr =	0	lbs
S =	0	lbs
R =	0	lbs
W =	0	lbs
E =	45000	lbs

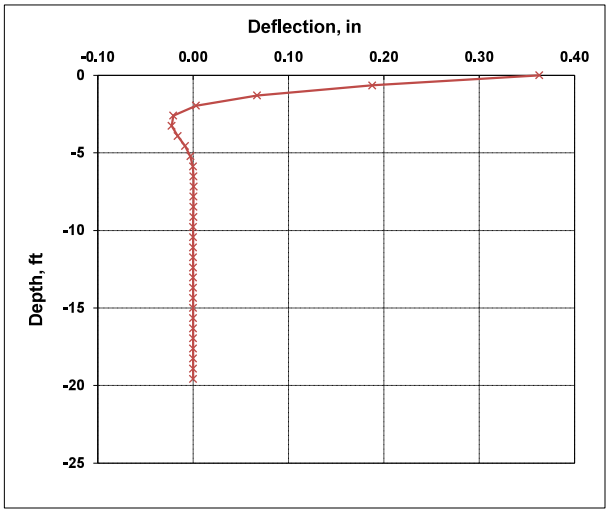
Load combinations	Loads, lbs Gravity	Lateral
D	0	0
D+H+L	0	0
D+H+(Lr or S or R)	0	0
D+H+0.75L+0.75(Lr or S or R)	0	0
D+H+(0.6W or 0.7E)	31500	10500
D+H+0.75(0.6W)+0.75L+0.75(Lr or S or R)	0	0
D+H+0.75(0.7E)+0.75L+0.75(S)	23625	7875
0.6D+0.6W+H	0	0
0.6D+0.7E+H	31500	10500

Lpile anlysis for max loaded pile governed by D+(0.6W or 0.7E)

	Soil Stiffness	Pile EI	Depth	Deflection	Moment	Shear
Segment	lb/in/in	lb-in^2	ft	in	lb-ft	lbs
0	236220	84201492	0.00	0.36	0	10500
1	236220	84201492	-0.65	0.19	6204	4987
2	236220	84201492	-1.30	0.07	6506	-1226
3	236220	84201492	-1.96	0.00	4604	-3069
4	236220	84201492	-2.61	-0.02	2501	-2780
5	236220	84201492	-3.26	-0.02	977	-1821
6	236220	84201492	-3.91	-0.02	125	-930
7	236220	84201492	-4.57	-0.01	-236	-351
8	472441	84201492	-5.22	0.00	-334	-10
9	472441	84201492	-5.87	0.00	-249	141
10	472441	280882952	-6.52	0.00	-150	136
11	472441	280882952	-7.18	0.00	-72	98
12	472441	280882952	-7.83	0.00	-22	58
13	472441	280882952	-8.48	0.00	4	27
14	472441	280882952	-9.13	0.00	13	8
15	472441	280882952	-9.79	0.00	14	-2
16	472441	280882952	-10.44	0.00	10	-6
17	472441	280882952	-11.09	0.00	6	-6
18	472441	280882952	-11.74	0.00	3	-4
19	472441	280882952	-12.40	0.00	1	-2
20	472441	280882952	-13.05	0.00	0	-1
21	472441	280882952	-13.70	0.00	-1	0
22	472441	280882952	-14.35	0.00	-1	0
23	472441	280882952	-15.00	0.00	0	0
24	472441	280882952	-15.66	0.00	0	0
25	472441	280882952	-16.31	0.00	0	0
26	472441	280882952	-16.96	0.00	0	0
27	472441	280882952	-17.61	0.00	0	0
28	472441	280882952	-18.27	0.00	0	0
29	472441	280882952	-18.92	0.00	0	0
30	472441	280882952	-19.57	0.00	0	0
31	472441	280882952	-20.22	0.00	0	0
32	472441	280882952	-20.88	0.00	0	0
33	472441	280882952	-21.53	0.00	0	0
34	472441	280882952	-22.18	0.00	0	0
35	472441	280882952	-22.83	0.00	0	0







Micropile Design Calculations V3.1.2 (Rev. 3/4/21)

Project: 22113 Soleil Ridge Rock Fall Fence Micropiles compression loads **Date :** 4/18/2022 17:18

Micropile Axial Capacity Calculations

Micropile Axial Capacity - Cased length

$Pa = [0.4F'c_{grout}A_{grout}+0.47*Fy_{casing}*A_{casing}+0.47*Fy_{bar}*A_{bar}]$

F'c =	6000	psi
Agrout =	2.55	in^2
Fycasing =	35000	psi
Acasing =	5.17	in^2
Fybar =	75000	psi
Abar =	1.61	in^2
Pa =	**108000**	lbs (Pallow from AISC 360 Table 4-G)
P =	31500	lbs
	OK	

Micropile Axial Capacity - Uncased length

$Pa = 0.4F'c_{grout}A_{grout}+0.47*Fy_{bar}*A_{bar}$

F'c =	6000	psi
Agrout =	28.27	in^2
Fybar =	75000	psi
Abar =	1.606	in^2
Pa =	**124472**	lbs
P =	31500	lbs
	OK	

Micropile Bearing Capacity in grade beam - no bearing plate

$Fp = 0.85*\Phi*f'c*(A2/A1)1/2 \le 1.7*\Phi*f'c$

Apile = A1 =	8.02	in^2
Agrade beam = A2 =	144	in^2
Fp =	6120	psi
Max Pu =	49052	lbs
Max P =	**30658**	lbs (ASD)

Micropile Bearing Capacity in grade beam PL6/16x4x4 bearing plate

$Fp = 0.85*\Phi*f'c*(A2/A1)1/2 \le 1.7*\Phi*f'c$

Bearing Plate thickness =	0.388	in
Apile = A1 =	14.39	in^2
Agrade beam = A2 =	120	in^2
Fp =	6120	psi
Max Pu =	88091	lbs
Max P =	**55057**	lbs (based on bearing) (ASD)
Max P =	**67570**	lbs (based on plate thickness) (ASD)

Micropile axial capacity - no bearing plate = 30658 lbs (Pier A) use 25k (ASD)

Micropile axial capacity - w/ 1/4x4x4 bearing plate = 55057 lbs (Pier B) use 45k (ASD)

Micropile Flexural Capacity Calculations

Micropile Flexural Capacity - cased length

$Ma = 0.55*Fy*S$

Fy =	35000	psi
S =	3.31	in^3
Ma =	**8740**	lb-ft (Mallow from AISC 360 Table 4-G)
Max M =	6506	lb-ft
	OK	

Micropile combined stresses - cased length

P =	31500	lbs
Pa =	108000	lbs
M =	6506	lb-ft
Ma =	8740	lb-ft
P/Pa + M/Ma =	1.04	*> 1.0, NG*

Combined loading overage is less than 5%, OK

Micropile Flexural Capacity - uncased length below grade

S =	21.21	in^3
Ma =	428	lb-ft
M at bottom of casing =	150	lb-ft
	OK	

Micropile combined stresses - uncased length

P =	22782	lbs (minus load transferred from casing)
Pa =	124472	lbs
M =	150	lb-ft
Ma =	428	lb-ft
P/Pa + M/Ma =	0.53	*≤ 1.0, OK*

Micropile Shear Capacity Calculations

Micropile Shear Capacity - cased length

Lv =	6.00	ft
D/t =	6.260	
Fcr =	21000	psi
Va =(Fcr*Ag/2)/1.67 =	32506	lbs
Max V =	10500	lbs
	OK	

Micropile Shear Capacity - uncased length

Micropile Ag =	28.27	in^2
ΦVn = 0.6*4/3*f'c^0.5*Ag =	1752	lbs
Va =	1095	lbs
Max V =	136	lbs
	OK	

Micropile Tensile Capacity Calculations

Micropile Tensile Capacity

Active Zone depth =	8	ft
Skin Friction =	925	psf
Pile Tension Force, T =	11624	lbs
Fybar =	75000	psi
Abar =	1.606	in^2
Pt allowable = 0.55*Fybar*Abar =	66250	lbs
	OK	

Micropile Geotechnical Pullout Capacity

Active Zone depth =	8.00	ft
Skin Friction =	1350	psf
Pile Tension Force, T =	11624	lbs
Min depth for 1.5 SF =	20.00	ft
Min Pile depth =	22.83	ft
	OK	

Micropile Casing Development into Micropile Grout body Calculations

Plunge depth for gravity loads - friction

Bond strength = 0.04*f'c =	160	psi (not to exceed 160 psi)
Column surface area =	11.00	in^2
P =	31500	lbs
Required plunge depth =	1.49	ft
Actual Plunge depth =	6.00	ft
	OK	

Casing must be embedded to point of zero curvature (Less than 0.01 inches)

Plunge depth =	6.00	ft
Deflection at bottom of casing =	0.00	in
	OK	

Plunge depth for flexure - bearing stress of casing on grout

Section modulus of casing in pile =	3024.0	in^3
Bearing = M/S =	25.82	psi
	OK	

Plunge depth for shear

A =	180	in^2
ΦVn = Φ*4/3*f'c^0.5*A =	11154	lbs
Va =	6971	lbs
V =	136	lbs
	OK	

4

COMPOSITE
PIPE 3

Table 4-G (continued)
Available Strength in Axial Compression, kips
Filled Pipe

F_y = 35 ksi
f'_c = 4 ksi

Shape		Pipe 3					
		XXS		XS		STD	
t_{des}, in.		0.559		0.280		0.201	
Steel, lb/ft		18.6		10.3		7.58	
Design		P_n/Ω_c	$\phi_c P_n$	P_n/Ω_c	$\phi_c P_n$	P_n/Ω_c	$\phi_c P_n$
		ASD	LRFD	ASD	LRFD	ASD	LRFD
Effective length, L_c (ft), with respect to the least radius of gyration, r	0	108	163	62.4	93.6	50.6	75.9
	1	108	162	62.0	93.0	50.3	75.4
	2	106	159	60.8	91.3	49.3	73.9
	3	102	154	58.9	88.4	47.8	71.6
	4	97.6	147	56.3	84.5	45.7	68.5
	5	92.0	138	53.2	79.8	43.1	64.7
	6	85.6	129	49.6	74.3	40.2	60.3
	7	78.6	118	45.6	68.4	37.0	55.5
	8	71.2	107	41.4	62.1	33.6	50.4
	9	63.7	95.7	37.5	56.3	30.2	45.3
	10	56.2	84.5	33.6	50.6	26.7	40.1
	11	49.0	73.6	29.9	44.9	23.4	35.1
	12	42.1	63.3	26.2	39.4	20.2	30.3
	13	35.9	53.9	22.7	34.1	17.5	26.2
	14	30.9	46.5	19.6	29.4	15.1	22.7
	15	26.9	40.5	17.1	25.6	13.1	19.8
	16	23.7	35.6	15.0	22.5	11.6	17.4
	17	21.0	31.5	13.3	20.0	10.2	15.4
	18			11.8	17.8	9.13	13.7
	19			10.6	16.0	8.19	12.3
Properties							
M_n/Ω_b	$\phi_b M_n$ kip-ft	8.74	13.1	5.42	8.14	4.19	6.29
$P_e(L_c)^2/10^4$, kip-in.^{2}		171		117		95.6	
r_m, in.		1.06		1.14		1.17	

ASD	LRFD
Ω_b = 1.67	ϕ_b = 0.90
Ω_c = 2.00	ϕ_c = 0.75

Notes: Heavy line indicates L_c/r equal to or greater than 200.
Dashed line indicates the L_c beyond which the bare steel strength controls.

AGEC
Applied GeoTech

Soleil Ridge Rockfall Foundations Design Parameters

AGEC Project No. 2201872 Updated April 15, 2022

Depth		Soil Properties			Lateral Design Parameters		Axial Design Parameters		Soil/Rock Type-Conditions
Top	Bottom	Effective Unit Weight (pcf)	Cohesion (psf)	Friction Angle (Degrees)	Horizontal Modulus (pci)	Ultimate Passive Resistance (psf)	Ultimate Downward Skin Friction (psf)	Ultimate Uplift Skin Friction (psf)	
0	5	110	0	32	75	1,000	0-2,000	0-1,650	Soil, clayey sand and gravel
5	10	130	3,000	0	1000	15,000	2,800	1,850	Soft Siltstone/mudstone Bedrock
10	30	130	6,000	0	2000	27,000	4,000	2,700	Firm/Hard Siltstone/Mudstone Bedrock

Note: Based on design, upper soil (0-5 ft) will be removed to construct micropile at bedrock surface.

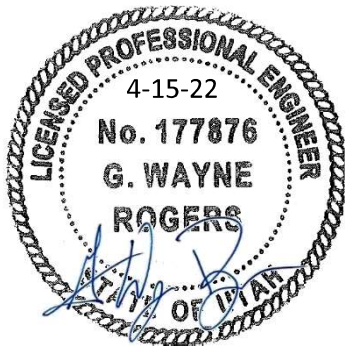


EXHIBIT E

FOUNDATION DESIGN

(see following pages)

STRUCTURAL REQUIREMENTS

REINFORCED CONCRETE NOTES

1. STRUCTURAL CONCRETE SHALL COMPLY WITH THE MOST RESTRICTIVE REQUIREMENTS ACCORDING TO ACI 318 TABLE 4.3.1 FOR THE EXPOSURE CATEGORIES AND CLASSES LISTED BELOW:

STRUCT. MEMBER	EXPOSURE CATEGORY AND CLASS	
FOOTINGS		
WALLS	F, FREEZING & THAWING:	F0 - NEGLIGIBLE
GRADE BEAMS		
SLABS	S, SULFATE:	S2 - SEVERE
	P, REQUIRING LOW PERMEABILITY:	P0 - NOT APPLICABLE
	C, CORROSION PROT. OF REINF.:	C0 - NOT APPLICABLE

2. MINIMUM CONCRETE MIX REQUIREMENTS:
   CONCRETE COMPRESSIVE STRENGTH, f'c: 4500 PSI
   MAXIMUM WATER TO CEMENT RATIO: 0.45
   CEMENTITIOUS MATERIAL: TYPE V + POZZOLAN OR SLAG
3. STRUCTURAL CONCRETE SHALL REACH A MINIMUM 3-DAY COMPRESSIVE STRENGTH OF 1500 PSI AND SHALL REACH THE SPECIFIED COMPRESSIVE STRENGTH IN 28 DAYS. CONCRETE COMPRESSIVE TESTS SHALL CONFORM TO ASTM C 140 "TEST METHOD SAMPLING AND TESTING CONCRETE MASONRY UNITS AND RELATED UNITS". CEMENTITIOUS MATERIAL SHALL CONFORM TO ASTM C 150 "SPECIFICATION FOR PORTLAND CEMENT".
4. THE CONCRETE SHALL BE PROPORTIONED AND PRODUCED TO HAVE A SLUMP OF 4 INCHES OR LESS. A TOLERANCE OF 1 INCH ABOVE THIS AMOUNT SHALL BE PERMITTED FOR INDIVIDUAL BATCHES PROVIDED THE AVERAGE FOR ALL BATCHES DOES NOT EXCEED 4 INCHES. THE SLUMP SHALL BE DETERMINED BY "STANDARD TESTING METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE" (ASTM C 143). WHERE A SUPERPLASTICIZER ADMIXTURE IS USED, MAXIMUM SLUMP IS ALLOWED TO BE INCREASED 1-1/2" FOR EACH 1% OF SUPERPLASTICIZER UP TO A MAXIMUM INCREASE OF 3".
5. WATER USED IN MIXING CONCRETE SHALL BE CLEAN FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIS, SALTS, ORGANIC MATERIALS, OR OTHER SUBSTANCES DELETERIOUS TO CONCRETE OR REINFORCEMENT. NONPOTABLE WATER SHALL NOT BE USED.
6. CONCRETE AGGREGATES SHALL CONFORM TO ASTM C 33 "STANDARD SPECIFICATIONS FOR CONCRETE AGGREGATES" OR ASTM C 330 "STANDARD SPECIFICATION FOR LIGHTWEIGHT AGGREGATES". THE NORMAL MAXIMUM SIZE OF COARSE AGGREGATES SHALL NOT BE LARGER THAN: 1/5 THE DISTANCE BETWEEN THE SIDES OF FORMS, 1/3 THE SLAB DEPTH, OR 3/4 THE MINIMUM CLEAR SPACING BETWEEN INDIVIDUAL REINFORCING BARS OR WIRES, BUNDLES OF BARS, INDIVIDUAL TENDONS, OR DUCTS.
7. DEFORMED CONCRETE REINFORCING SHALL BE GRADE 60 REINFORCING STEEL CONFORMING TO ASTM A 615 "STANDARD SPECIFICATION FOR DEFORMED AND PLAIN CARBON-STEEL BARS FOR CONCRETE REINFORCEMENT".
8. BAR MATS FOR CONCRETE REINFORCING SHALL CONFORM TO ASTM A 184 "STANDARD SPECIFICATION FOR WELDED DEFORMED STEEL BAR MATS FOR CONCRETE REINFORCEMENT". REINFORCING BARS USED IN BAR MATS SHALL CONFORM TO ASTM A 615 OR ASTM A 706.
9. WELDED PLAIN WIRE FOR CONCRETE REINFORCEMENT SHALL NOT BE SMALLER THAN D4 AND SHALL CONFORM TO ASTM A 496 "STANDARD SPECIFICATION FOR STEEL WIRE, DEFORMED, FOR CONCRETE REINFORCEMENT". WELDED DEFORMED WIRE FOR CONCRETE REINFORCEMENT SHALL CONFORM TO ASTM A 497 "STANDARD SPECIFICATION FOR STEEL WELDED WIRE, DEFORMED, FOR CONCRETE REINFORCEMENT".
10. WELDED WIRE FOR CONCRETE REINFORCEMENT SHALL NOT BE SMALLER THAN D4 AND SHALL CONFORM TO ASTM A 496 "STANDARD SPECIFICATION FOR STEEL WIRE, DEFORMED, FOR CONCRETE REINFORCEMENT".
11. NO ADMIXTURES, OTHER THAN AIR-ENTRAINING ADMIXTURE CONFORMING ASTM C 260 OR SUPERPLASTICIZER ADMIXTURE CONFORMING TO ASTM C 494 MAY BE USED WITHOUT THE WRITTEN APPROVAL FROM THE ENGINEER. CALCIUM CHLORIDE AND CONCRETE ADMIXTURES CONTAINING CHLORIDE SALTS ARE NOT PERMITTED.
12. ALL REINFORCING LAP SPLICES SHALL BE CLASS "B" SPLICES UNLESS NOTED OTHERWISE. LAP ALL REINFORCING BARS ACCORDING TO THE FOLLOWING LAP SPLICE SCHEDULE. WHERE BEAM REINFORCING IS REQUIRED TO BE SPLICED, SPLICING SHALL ONLY TAKE PLACE IN COMPRESSION REGIONS, I.E. BOTTOM REINFORCING SPLICES ALLOWED OVER SUPPORTS AND TOP REINFORCING SPLICES ALLOWED IN THE MIDSPANS. WHERE COLUMN VERTICAL REINFORCINGS REQUIRED TO BE SPLICED, SPLICING WILL BE PERMITTED ONLY AT FLOOR LEVELS OR AREAS OF LATERAL SUPPORT.

REINFORCED CONCRETE LAP SPLICE SCHEDULE

F'c = 2500 PSI AT 28 DAYS		REINFORCEMENT LENGTH (INCHES)					
SPLICE CLASS	REINFORCEMENT LOCATION	#3 BARS	#4 BARS	#5 BARS	#6 BARS	#7 BARS	#8 BARS
A	TOP*	24	32	39	47	69	78
	BOTTOM	18	24	30	36	53	60
B	TOP*	31	41	51	61	89	102
	BOTTOM	24	32	39	47	69	78

*TOP DENOTES HORIZONTAL REINFORCING W/ 12" OF FRESH CONCRETE BELOW THE LEVEL OF REINFORCING

STATEMENT OF SPECIAL INSPECTION

1. ALL SPECIAL INSPECTION REPORTS, TESTS, QUALIFICATIONS, AND CERTIFICATES OF COMPLIANCE SHALL BE APPROVED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE CITY BUILDING DEPARTMENT PRIOR TO CONSTRUCTION.
2. CONTRACTORS MUST SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY PER IBC 2018 SECTION 1704.4. CONTRACTOR IS REQUIRED TO FOLLOW QUALITY ASSURANCE PLAN PER IBC 2018 SECTION 1704.2.1.
3. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO SEE THAT THE TEST AND INSPECTIONS ARE PERFORMED. JOB SITE VISITS BY THE ENGINEER OF RECORD DO NOT CONSTITUTE AND ARE NOT A SUBSTITUTE FOR SPECIAL INSPECTIONS.
4. CONTRACTOR SHALL PROVIDE NAME OF APPROVED SPECIAL INSPECTION AGENCY AND QUALIFICATION OF INDIVIDUAL TO BUILDING OFFICIAL FOR APPROVAL PRIOR TO CONSTRUCTION.
5. THE FOLLOWING SPECIAL INSPECTIONS ARE REQUIRED BY THE CURRENT EDITION OF THE IBC:

CAST-IN-PLACE DEEP FOUNDATION ELEMENTS - IBC 1705.8

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
INSPECT DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT	X	-
VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM ELEMENT DIAMETERS, BELL DIAMETERS (IF APPLICABLE), LENGTHS, EMBEDMENT INTO BEDROCK (IF APPLICABLE) AND ADEQUATE END-BEARING STRATA CAPACITY, RECORD CONCRETE OR GROUT VOLUMES	X	-
FOR CONCRETE ELEMENTS, PERFORM TESTS AND ADDITIONAL SPECIAL IN ACCORDANCE WITH SECTION 1705.3	X	-

CONCRETE CONSTRUCTION - IBC 1705.3 AND TABLE 1705.3

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	REFERENCE STANDARD	IBC REFERENCE
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	-	X	ACI 318: CH.20,25.2, 25.3, 26.6, -26.6.3	1908.4
2. REINFORCING BAR WELDING: A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706; B. INSPECT SINGLE-PASS FILLED WELDS, MAXIMUM 5/16", AND C. INSPECT ALL OTHER WELDS.	- - X	X X -	AWS D1.4 ACI 318: 26.6.4	-
3. INSPECT ANCHORS CAST IN CONCRETE	X	-	ACI 318: 17.8.2	-
4. INSPECT ANCHORS POST- INSTALLED IN HARDENED CONCRETE MEMBERS. A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.	X -	- X	ACI 318: 17.8.4 ACI 318: 17.8.2	-
5. VERIFY USE OF REQUIRED DESIGN MIX.	-	X	ACI 318: 17.8.2	1904.1, 1904.2, 1908.2, 1908.3
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGHT TEST, PERFORM SLUMP AND AIR CONTENT TEST, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	-	ASTM C172 ASTM C3 ACI 318: 26.5, 26.12	1904.1, 1904.2, 1908.2, 1908.3
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	X	-	ACI 318: 26.5	1908.6, 1908.7, 1908.8
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	-	X	ACI 318: 26.5.3-26.5.5	1908.9
9. INSPECT PRESTRESSED CONCRETE FOR: A. APPLICATION OF PRESTRESSING FORCES; AND B. GROUTING OF BONDED PRESTRESSING TENDONS	X X	- -	ACI 318: 26.10	-
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS	-	X	ACI 318: 26.9	-
11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST- TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	-	X	ACI 318: 26.11.2	-
12. INSPECT FORMWORK SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED	-	X	ACI 318: 26.11.2(b)	-

STRUCTURAL SHEET INDEX

S0.0 PROJECT NOTES & SPECIFICATIONS
S1.0 SITE PLAN
S2.0 FOUNDATION PLAN

STRUCTURAL CRITERIA

ANALYSIS ITEMS

IMPACT DESIGN PARAMETERS

ROCK FALL IMPACT LOAD	30,000 LBS (133 KN)
ROCKFALL FENCE TENSION FORCE	49,500 LBS (220 KN)
ROCKFALL FENCE COMPRESSION FORCE	45,000 LBS (200 KN)
ROCKFALL FENCE SHEAR FORCE	30,000 LBS (133 KN)

GENERAL NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS, SPANS, AND CONDITIONS WITH ARCHITECTURAL DRAWINGS. IF ANY OMISSIONS, MISTAKES, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE CONSTRUCTION DRAWINGS, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ASSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH A FAILURE.
2. IF DISCREPANCIES ARE FOUND, THE MORE STRINGENT SPECIFICATION SHALL BE FOLLOWED. CONTRACTOR RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL MEMBERS, WALLS, AND NON-STRUCTURAL ITEMS DURING CONSTRUCTION.
3. THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK VERIFIED BEYOND A REASONABLE DILIGENCE. IF ANY OMISSIONS, MISTAKES, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH A FAILURE.
4. MANY PORTIONS OF THESE DRAWINGS, NOTES AND SPECIFICATIONS ARE THE RESULT OF DEMANDS BY VARIOUS APPROVING AGENCIES THAT MUST BE PERFORMED AS PART OF THIS WORK. ANY ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ENGINEER SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER, BUT OF THE PARTIES RESPONSIBLE FOR MAKING THE CHANGE AND TAKING ACTION TO DO SO. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ENGINEER OF THE CONTRADICTION TO THE ENGINEER'S WORK PRODUCT, THE INTENT, AND/OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER, BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION. THE ENGINEER SHOULD BE CONTACTED IN MATTERS OF ANY AND ALL CHANGES TO THE DRAWINGS AND SPECIFICATIONS HEREIN WITHOUT EXCEPTION.
5. NON STRUCTURAL FRAMING REQUIREMENTS ARE NOT SPECIFIED ON STRUCTURAL DRAWINGS. SEE ARCHITECTURAL DRAWINGS FOR ANY ADDITIONAL FRAMING REQUIRED.
6. CONTRACTOR SHALL ASSURE THAT ALL PRODUCTS AND HARDWARE ARE USED PER MANUFACTURER'S RECOMMENDATIONS.
7. CONTRACTOR SHALL PROVIDE NAME OF AN APPROVED FABRICATOR OR ICC EVALUATION REPORT FOR STEEL ROOF JOISTS, STEEL FLOOR JOISTS, AND STEEL DECKING TO BUILDING OFFICIAL FOR APPROVAL PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL PROVIDE NAME OF AN APPROVED FABRICATOR FOR ALL FABRICATED STRUCTURAL COMPONENTS TO BUILDING OFFICIAL FOR APPROVAL PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE NAME OF AN APPROVED SPECIAL INSPECTION AGENCY AND QUALIFICATION OF INDIVIDUAL TO BUILDING OFFICIAL FOR APPROVAL PRIOR TO CONSTRUCTION.
10. ALL LANDSCAPING AROUND THE HOME MUST BE GRADED AWAY FROM THE HOME AT A MINIMUM GRADE OF 5% FOR THE FIRST 10 FEET OR AS FAR AS POSSIBLE TO MINIMIZE WATER INFILTRATION INTO THE SUBGRADE.

MICROPILE FOUNDATION AND FLAT WORK NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL RECOMMENDATIONS IN THE PROJECT SOILS REPORT#:
   AGEC PROJ. NO. 2201672 DATED APRIL 15, 2022.
   MICROPILE DESIGN PARAMETERS:
   MICROPILE GROUT COMPRESSIVE STRENGTH: f'c= 6000 PSI
   GROUT SPECIFIC GRAVITY RANGE 1.8 TO 1.9
   ACTIVE ZONE DEPTH = 10'-0".
   -REFER TO GEOTECHNICAL REPORT FOR SOIL FRICTION VALUES.
2. DRILLED MICROPILE HOLES SHALL BE PROPERLY CLEANED OF ALL LOOSE SOIL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING CONCRETE.
3. THE GEOTECHNICAL ENGINEER SHALL BE PRESENT DURING DRILLING OF THE MICROPILE AND SHALL VERIFY THAT SOILS ARE AS ANTICIPATED AT THE BOTTOM OF THE DRILLED HOLE.
4. CONCRETE SHALL BE PLACED IN THE MICROPILE THE SAME DAY THEY ARE DRILLED. IF CAVING OCCURS OR WATER ENTERS THE MICROPILE HOLES, CONCRETE MUST BE PLACED WITH A TREMMIE IMMEDIATELY AFTER THE MICROPILE HOLE DRILLING IS COMPLETED. FAILURE TO PLACE CONCRETE THE DAY OF DRILLING MAY REQUIRE REDRILLING FOR ADDITIONAL BEDROCK PENETRATION.
5. MICROPILE REINFORCING SHALL BE ASTM A615 GRADE 60 DEFORMED REINFORCING BARS UNLESS NOTED OTHERWISE.
6. CENTRALIZERS SHALL BE USED ON THE STEEL REINFORCING BAR AT APPROXIMATELY 8'-0" O.C. SPACING TO ENSURE APPROPRIATE GROUT COVER ON THE REINFORCING.
7. CONCRETE MICROPILE SHALL BE PLACED IN ONE POUR TO THE REQUIRED ELEVATIONS (BOTTOM OF GRADE BEAMS) SO NO CONSTRUCTION JOINTS ARE PRESENT IN THE MICROPILE.
8. CARE SHOULD BE TAKEN TO ASSURE DRILLED PIERS ARE NOT MUSHROOMED AT THE GROUND SURFACE.
9. GROUT SHALL BE PLACED WITH A TREMMIE EXTENDED TO NEAR THE BOTTOM OF THE DRILL HOLE TO ENSURE THE DRILL HOLE IS FILLED WITHOUT VOIDS. WATER TO CEMENT RATIO SHALL BE VERIFIED DURING CONSTRUCTION USING A GROUT SCALE. TO VERIFY THE GROUT HAS A SPECIFIC GRAVITY OF 1.8 GROUT VOLUME MUST BE RECORDED FOR EACH MICROPILE CONSTRUCTED.
10. CONTRACTOR TO FOLLOW ALL RECOMMENDATIONS IN THE PROJECT GEOTECHNICAL REPORT FOR SURFACE DRAINAGE, SUBSURFACE DRAINAGE, AND GRADING OF LOT AND AREAS AROUND THE STRUCTURE.
11. LAP CONTINUOUS REINFORCING BARS WITH CLASS B LAP SPLICE ACCORDING TO CONCRETE LAP SPLICE SCHEDULE. HOOK DISCONTINUOUS ENDS OF ALL TOP BARS WITH ACI STANDARD HOOKS.
12. REINFORCING COVER SHALL BE AS FOLLOWS:
    CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH (EXCEPT SLABS).....3"
    CONCRETE EXPOSED TO EARTH OR WEATHER BUT PLACED IN FORMS.....2"
    CONCRETE SLABS.....IN CENTER OF SLAB

HEDMAN ENGINEERING
PH: 435-216-0184 | EMAIL: JEFF@HEDMANENGINEERING.COM

ALL DRAWINGS AND SPECIFICATIONS INCLUDED HEREIN ARE THE PROPERTY OF HEDMAN ENGINEERING AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF HEDMAN ENGINEERING. ALL DRAWINGS AND SPECIFICATIONS ARE COPYRIGHTED AND ALL RIGHTS ARE RESERVED. ANY UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS WITHOUT THE EXPRESS WRITTEN CONSENT OF HEDMAN ENGINEERING IS PROHIBITED AND WILL BE SUBJECT TO LEGAL ACTION.

PROJECT NAME
SOLEIL RIDGE ROCKFALL FOUNDATION

PROJECT ADDRESS
ST. GEORGE, UTAH

PROJECT NUMBER
22113

CLIENT
AGEC

NO.	REVISION
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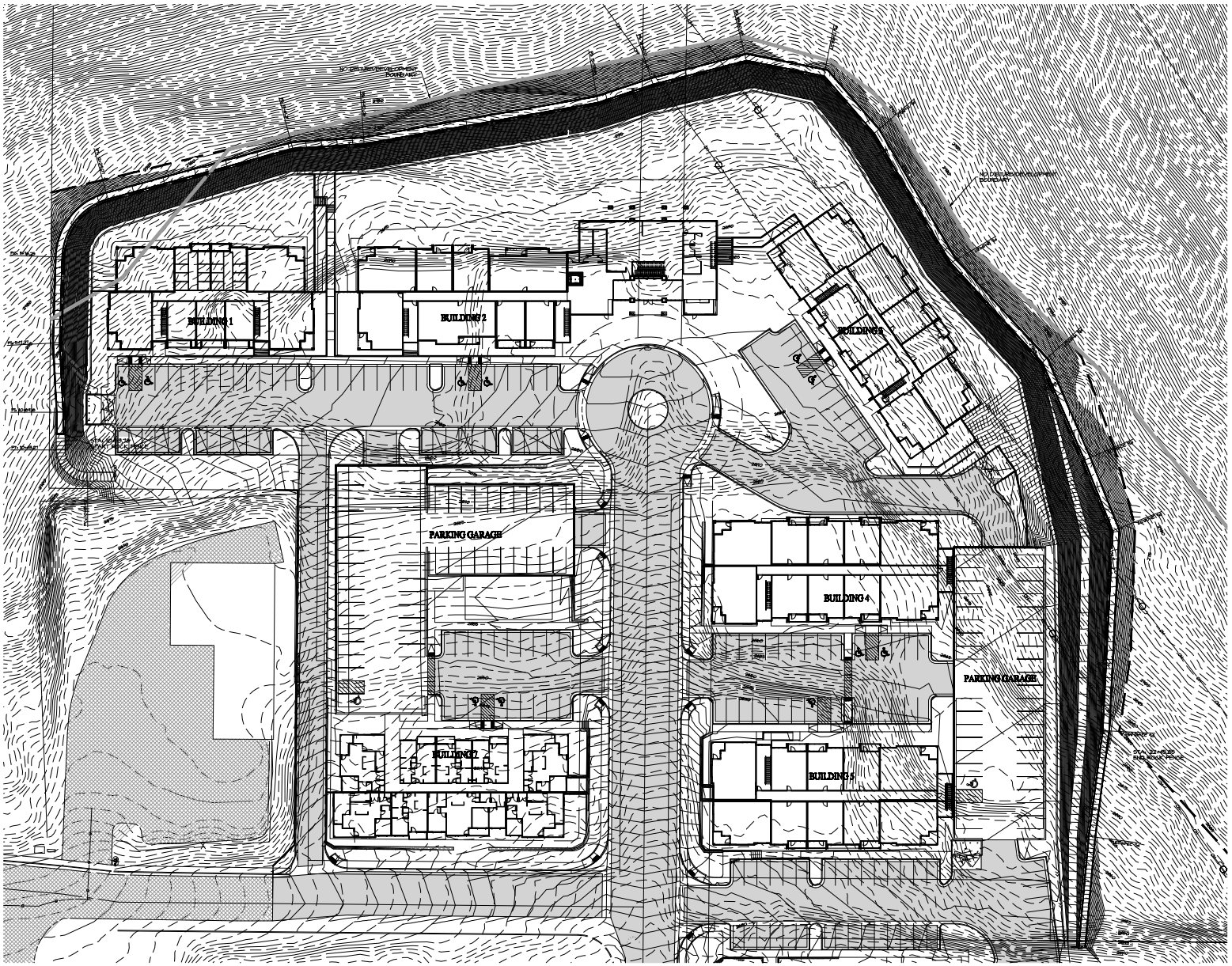
JEFF M. HEDMAN #5309805 STATE OF UTAH 6/16/22

DRAWN BY:
RDB

SHEET TITLE
PROJECT NOTES AND SPECIFICATIONS

SHEET
S0.0



HEDMAN ENGINEERING

PROJECT NAME
SOLEIL RIDGE ROCKFALL FOUNDATION

PROJECT ADDRESS
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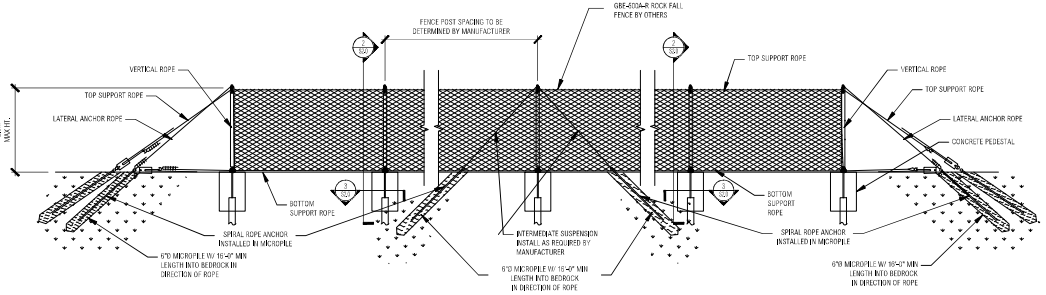
REGISTERED PROFESSIONAL ENGINEER
#5308035
JEFF M. HEDMAN
STATE OF UTAH

DRAWN BY:
RDB

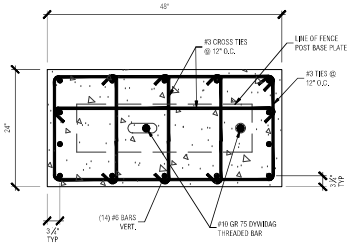
SHEET TITLE
SITE PLAN

SHEET
S1.0



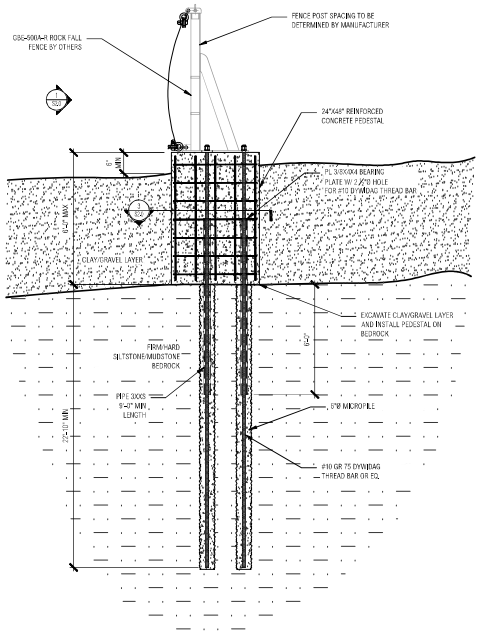
1 S2.0 ROCK FALL FENCE TYPICAL ELEVATION

SCALE: NTS



3 S2.0 REINFORCED CONCRETE PEDESTAL

SCALE: 1"=1'-0"



2 S2.0 ROCK FENCE POST FOUNDATION PLAN

SCALE: 3/8"=1'-0"

HEDMAN ENGINEERING
PHONE: (435) 627-1717 FAX: (435) 627-1718
EMAIL: JEFF@HEDMANENGINEERING.COM

THESE PLANS ARE NOT VALID UNLESS SIGNED AND SEALED BY A LICENSED ENGINEER. ALL DRAWINGS AND DESIGNS INDICATED HEREON ARE THE PROPERTY OF HEDMAN ENGINEERING AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN CONSENT OF HEDMAN ENGINEERING.

PROJECT NAME
SOLEIL RIDGE ROCKFALL FOUNDATION

PROJECT ADDRESS
ST. GEORGE, UTAH

PROJECT NUMBER
22113

CLIENT
AGEC

NO.	REVISION
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DRAWN BY:
RDB

SHEET TITLE
FOUNDATION PLAN

SHEET
S2.0

EXHIBIT F

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

Parcel No. _____

ATTAINABLE HOUSING AGREEMENT

This Attainable Housing Agreement (the "Agreement") is made by and between Soleil Ridge Partners, LLC, a Utah limited liability company (herein "Developer"), and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City") and shall be effective as of the last date of signature below ("Effective Date"). Developer and the City are each referred to below as a "party" and collectively as the "parties."

RECITALS

A. Developer is the owner of certain real property located in St. George, Utah, identified as Soleil Ridge (the "Property"), a multi-family residential project which contains seven (7) attainable housing units ("Unit" or "the Units").

B. In conjunction with this Agreement, the City has approved a Development Agreement ("DA") with the condition that four (4) of the Units be rented at a rental rate that is affordable to households earning 80% or below of the Area Median Income for St. George Utah MSA[4] ("AMI"), and three (3) Units rented at a rental rate that is affordable to households earning 60% or below of the AMI.

C. The City further requires that Developer enter into this agreement with the City to establish qualifications for and conditions of use of the Units and to monitor compliance of the Units;

AGREEMENT

NOW THEREFORE in consideration of the terms and conditions set forth hereinafter, it is agreed as follows:

1. **Definitions**:

1.1 "**Area Median Income (AMI)**": AMI, calculated annually by HUD, is the "middle" number of all of the incomes in St. George, Utah, with 50% of individuals in the metro St. George area making more than that amount, and 50% making less than that amount. For purposes of this Agreement, AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64%, it

[4] FY 2022 MTSP IL Documentation System -- Summary for St. George, UT MSA (huduser.gov)

shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%, and so forth).

1.2 "**Next Available Unit Rule**" means, in order to maintain the required number of Units aet all times, whenever there are fewer Units available than required under this Agreement, the next market rate unit of the same or larger size that becomes vacant will be designated and made available for lease as the appropriate Unit as applicable.

2. **Income Qualifications**: Units may be rented to individuals or households based upon the tables shown in Exhibit A to this Agreement, which tables shall be updated annually and agreed to by the City. In addition to the income qualifications, allowed rental rates and Waterfall requirements (Section 5 below) shall be reviewed annually to ensure compliance and continued qualification.

2.1 Process: Income qualification shall adhere the following process:

a. Determine the number of adults and children (all household members) to occupy the available Unit.

b. Collect either 1040 Federal Tax Returns for the most recent year (or "transcript of tax returns" issued by the Internal Revenue Service) or current pay stub for all household members generating income.

c. Add together the adjusted gross income for all household members to determine the total household income.

d. Review Exhibit C to determine whether total household income is greater or less than the income of a family of the same size earning 80% AMI.

2.2 "Over" Income: When the income of any household within a Unit exceeds 100% of the current AMI, the Unit shall be converted into a market rate unit with no rental price restrictions and another Unit or Units shall be made available for rental under this Agreement to ensure the required seven (7) Units are in use.

3. **Maximum Permitted Rents**: The maximum permitted rents shall be based on the household size, the household size's gross income and the number of bedrooms in the unit. Permitted monthly rents shall not exceed those found in the table in Exhibit A to this Agreement. Household size corresponds to the number of bedrooms in the Units as follows:

· Studio unit: use the income limit for a one-person household.
· One-bedroom unit: use the income limit for a two-person household.

- Two-bedroom unit: use the income limit for a three-person household.
- Three-bedroom unit: use the average income limit for a four person household

3.1 The maximum permitted rental amount shall be inclusive of the following:

a. Use and occupancy of the Unit and the associated land and facilities;

b. Any separately charged fees and service charges assessed by Developer, which are required by all tenants but does not include security deposits;

c. Unless subject to Section 4 below, utilities including garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels but not to include telephone service, cable television, or high-speed modem; and

d. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Developer.

4. **Utility Allowance**: If the Unit tenant separately pays all or some of the utilities, fees, or costs which are to be included in the Maximum Permitted Rent, an allowance shall be determined annually by the St. George Housing Authority, and maximum rents identified in Exhibit A to this Agreement shall be reduced by the amount of the allowance. The allowance shall initially be determined by a qualified third-party rater who shall estimate charges for garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels as well as any applicable fees for each Unit based upon a complete set of building plans presented to him or her by Developer. The City shall approve the third-party rater and the allowance. In subsequent years, commencing in the year following the first complete year of occupancy, Developer shall provide copies of actual billings for utility providers and actual fees for at least five occupied Units of varying size to the City so that a new annual utility allowance can be determined and set.

5. **Employment Priorities (Waterfall Provision)**: It is the public policy of the City to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Since Developer is providing on-site attainable housing, occupancy of such housing shall be on a priority basis as follows:

a. First Priority: Individuals and households meeting income limits with at least one person employed by a business located within the City.

b. Second Priority: Individuals and households meeting income limits with at least one person employed at a business located within Washington County.

c. Third Priority: Individuals and households meeting income limits.

6. **Marketing.** Developer will prepare and implement a marketing plan for the Units ("Marketing Plan") which complies with the applicable Waterfall Provisions (defined below) and is approved by the City.

7. **Reporting and Compliance**: Developer shall provide a monthly rent roll showing each tenants' name, Unit occupied, rent charged, household gross income, name and location of employment, term of lease and other information related to eligibility annually and as may be requested by the City from time-to-time. All lease terms shall be for a minimum of ninety (90) days or more. Use of any Unit for nightly or short-term (less than 90 days) rental is strictly prohibited. The City shall have the right to audit Developer's tenant files at least annually upon ten days advanced written notice to Developer.

8. **Monitoring and Stewardship Fee**: Commencing at the time the first certificate of occupancy is issued and annually thereafter Developer shall pay the sum of $500.00 to the City as a monitoring and stewardship fee. The amount shall increase 3% annually thereafter without notice and continuing until expiration of the DA.

9. **Parking**: Each Unit shall comply with City parking standards.

10. **Condominium Conversion**: In the event Developer desires to convert the Units to for-sale condominiums, this Agreement shall be amended and a deed restriction for each converted Unit shall be required to preserve the housing as attainable.

12. **Exhibits**: The parties understand and agree that Exhibit A to this Agreement are based upon 2022 HUD AMI which is annually updated by the Department of Housing and Urban Development and as such Exhibit A shall be amended annually to reflect changes in AMI and maximum permitted rents.

13. **Term**: The term of this Agreement shall be the same as the DA.

14. **Recordation of Agreement**: Upon execution, this Agreement shall be recorded as an exhibit to the DA in the office of the Recorder of Washington County, Utah.

15. **Notices**: All notices required to be sent under this Agreement shall be sent to:

City:

City Manager
St. George City Hall
175 East 200 North
St. George, Utah 84770

Developer:

Soleil Ridge Partners, LLC
Attn: Matthew Smoot
710 Brentwood Lane
North Salt Lake, Utah 84054

With a copy to:

City Attorney
St. George City Hall
175 East 200 North
St. George, Utah 84770

With a copy to:

Matthew J. Ence
Snow Jensen & Reece, PC
912 West 1600 South, Suite B200
St. George, UT 84770

16. **Entire Agreement**: This Agreement represents the entire agreement between the parties and shall only be amended or modified by a written agreement signed by the parties hereto.

17. **Binding Agreement**: This Agreement shall be binding upon the successors and assigns of the parties hereto. Either party may assign its rights and obligations under this Agreement with 30-days advance written notice to the other party.

18. **Violations and Breach**: Any violation of the provisions of this Housing Agreement may be considered a breach of the Development Agreement, and/or a violation of City Code, Title 10 and may be subject to a civil penalty of up to $750.00 per day for each violation.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by the parties' respective duly authorized officers.

CITY OF ST. GEORGE

Attest:

_____
Michele Randall, Mayor

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Jami R. Brackin, Deputy City Attorney

EXHIBIT F

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____day of _____, 2023, personally appeared before me Michele Randall who being duly sworn, did say that she is the Mayor of St. George City and the foregoing instrument was signed on behalf of the City for the uses and purposes set forth herein.

_____
Notary Public

EXHIBIT F

SOLEIL RIDGE PARTNERS, LLC

_____
By:
Its:

Approved as to form:

_____
Attorney for Soleil Ridge Partners, LLC

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Soleil Ridge Partners, LLC, and the foregoing instrument was signed on behalf of said company for the uses and purposes set forth herein.

_____
Notary Public

EXHIBIT A TO THE HOUSING AGREEMENT

2022 INCOME QUALFICATION TABLE[5]

St George AMI = $83,900	50% AMI	60% AMI	70% AMI	80% AMI	100% AMI
1 person	$29,050	$34,860	$40,670	$46,480	$58,730
2 person	$33,200	$39,840	$46,480	$53,120	$67,120
3 person	$37,350	$44,820	$52,290	$59,760	$75,510
4 person	$41,450	$49,740	$58,030	$66,320	**$83,900**
5 person	$44,800	$53,760	$62,720	$71,680	$90,612
6 person	$48,100	$57,720	$67,340	$76,960	$97,324

2023 MAXIMUM PERMITTED MONTHLY RENTS INCLUDING UTILITIES BY MEDIAN INCOME
(AMI*30%/12)

Number of Bedrooms	Household Size	50% AMI	60% AMI	70% AMI	80% AMI	100% AMI
0	1	$726.25	$871.50	$1,016.75	$1,162.00	$1,468.25
1	2	$830.00	$996.00	$1,162.00	$1,328.00	$1,678.00
2	3	$933.75	$1,120.50	$1,307.25	$1,494.00	$1,887.75
3	4+	$1,036.25	$1,218.50	$1,450.75	$1,658.00	$2,097.50

[5] FY 2022 MTSP IL Documentation System -- Summary for St. George, UT MSA (huduser.gov)

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-2 (HIGHWAY COMMERCIAL) AND OS (OPEN SPACE) TO PD-R (PLANNED DEVELOPMENT RESIDENTIAL) AND ADOPTING A DEVELOPMENT AGREEMENT ON APPROXIMATELY 19.72 ACRES, LOCATED WEST OF THE 900 SOUTH AND 250 WEST INTERSECTION FOR THE PURPOSE OF ALLOWING A 224 UNIT MULTI-FAMILY DEVELOPMENT TO BE KNOWN AS SOLEIL RIDGE APARTMENTS, WITH CONDITIONS FROM PLANNING COMMISSION.

(Soleil Ridge Apartments)

WHEREAS, the property owner has requested a zone change from C-2 (Highway Commercial) and OS (Open Space) to PD-R (Planned Development Residential) including a development agreement on approximately 19.72 acres, located west of the 900 South and 250 West intersection for the purpose of allowing a 224 unit multi-family apartment development to be known as Soleil Ridge Apartments; and

WHEREAS, the City Council held a public meeting on this request on July 20, 2023, to consider the amendment and adoption of a development agreement; and

WHEREAS, the Planning Commission held a public hearing on the zone change and development agreement on June 27, 2023, and recommended approval with a 6-0 vote with the following conditions:

1. That the applicant adds additional materials, texturing, and color to the concrete parking structures on the site as shown on the exhibits attached to this staff report; and
2. That no additional financial charges are placed for private parking.
3. That an increase in height is approved.
4. That the site must meet all aspects of the city codes not addressed by the development agreement.
5. That the lots are combined in a manner that is acceptable to the city.
6. That the developer and owner and if in the future, if governed by an HOA, is prevented from requiring or placing any conditions on an occupant's ability to use the garage spaces as they're designed to meet the requirements for parking under the ordinance as we pass it today.

WHEREAS, the City Council has determined that the requested zone change to PD-R and development agreement adoption is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from C-2 (Highway Commercial) and OS (Open Space) to PD-R (Planned Development Residential). The zoning map amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A," and parcel exhibit, incorporated herein as Exhibit "B". The project must comply with all conditions, requirements, and restrictions as approved by City Council.

Section 3. Development Agreement. The Development agreement attached hereto as Exhibit "C" is hereby adopted and approved.

Section 4. 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 5. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 20th day of July 2023.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember McArthur	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____

Exhibit “A” – Legal Description

Beginning at the Northeast corner of Lot 2, Block 4, 1948 Addition to the Worthen Subdivision, Official Records, Washington County, said point being North 88°45’35” West 457.74 feet along the Section line and South 401.70 feet from the Northeast Corner of Section 36, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running;

thence South 00°31'45" West 132.00 feet along the Easterly line and to the Southeasterly corner of said Lot 2;
thence South 89°28'15" East 132.00 feet along the Southerly line and to the Southeasterly corner of Lot 1, said Block 4;
thence South 00°31'45" West 33.00 feet to the Northeasterly corner Lot 6, Block 5, said Worthen Subdivision;
thence South 89°28'15" East 28.00 feet;
thence South 00°31'45" West 184.50 feet;
thence North 89°28'15" West 160.00 feet to a point on the Easterly line of Lot 4 said Block 5;
thence South 00°31'45" West 335.00 feet to a point of the Northerly line of 900 South Street
thence North 89°28'15" West 173.51 feet along said Northerly line of 900 South Street to the Easterly line of Block 7, said Worthen Subdivision;;
thence South 00°31'45" West 8.50 feet along said Easterly line of Blcok7 to the Southeasterly corner Lot 1, Block 7, said Worthen Subdivision;
thence North 89°28'15" West 264.00 feet along the Southerly line said Lot 1 to the Southwesterly corner Lot 2, said Block 7;
thence South 00°31'45" West 33.00 feet to the Northwesterly corner Lot 3, Block 8, said Worthen Subdivision;
thence South 89°28'15" East 264.00 feet along the Northerly line of Lot 3 and to the Northeasterly corner Lot 4, said Block 8;
thence South 00°31'45" West 215.00 feet along the Easterly line said Lot 4, Block 8 to a point on the Easterly line of Lot 1, said Block 8;
thence North 89°28'15" West 132.00 feet to a point on the Easterly line of Lot 2, said Block 8;
thence South 00°31'45" West 10.50 feet along said Easterly line Lot 2;
thence North 89°28'15" West 121.00 feet;
thence South 00°31'45" West 170.50 feet;
thence North 89°28'15" West 491.61 feet;
thence Northwesterly 147.01 feet along an arc of a 483.39 foot radius non-tangent curve to the left (center bears South 61°53'40" West, long chord bears North 36°49'05" West 146.44 feet with a central angle of 17°25'30");
thence Northwesterly 222.23 feet along an arc of a 290.00 foot radius curve to the right (center bears North 44°28'10" East, long chord bears North 23°34'38" West 216.83 feet with a central angle of 43°54'23");
thence Northerly 213.94 feet along an arc of a 2,363.47 foot radius curve to the right (center bears North 88°22'33" East, long chord bears North 00°58'09" East 213.87 feet with a central angle of 05°11'11");
thence North 56°19'10" East 1,056.16 feet;
thence South 89°28'15" East 220.44 feet to the Point of Beginning.

Containing 852,042 square feet or 19.56 acres.

Exhibit “B” – Parcel Exhibit

Exhibit “C” – Site Plan

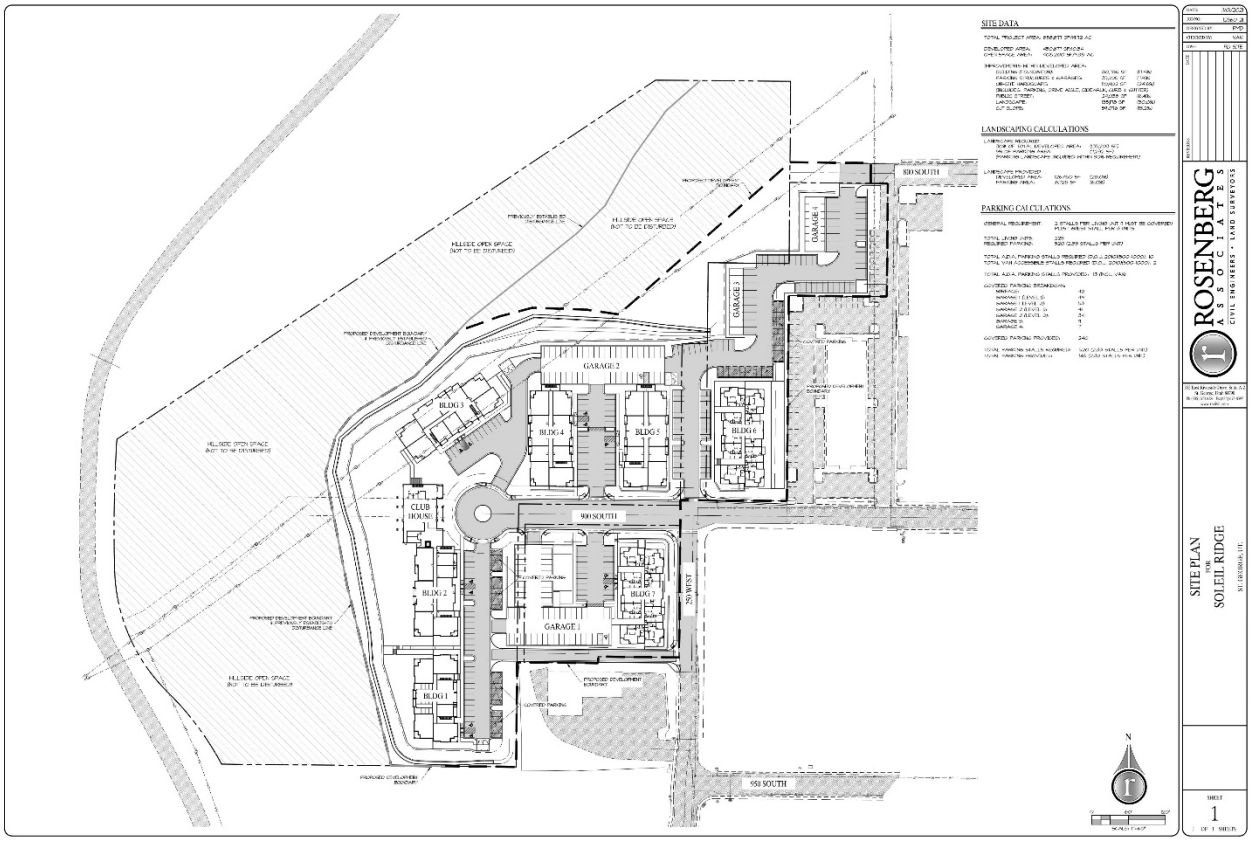


Exhibit “D” - Development Agreement

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

Parcel Nos.: SG-6-2-36-110,
SG-VW-50-A-1, SG-VW-5-6-A,
SG-VW-50-B

DEVELOPMENT AGREEMENT
for
Soleil Ridge

THIS DEVELOPMENT AGREEMENT (herein "Agreement") is entered into this _____ day of _____, 2023 ("Effective Date"), by and between Soleil Ridge Partners, LLC, a Utah limited liability company (herein "Developer"), and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City"). Developer and the City are individually referred to herein as a "Party" or collectively as the "Parties".

RECITALS

A. Developer owns real property located within the City limits of the City of St. George, Utah, which is described as Parcel 1, Parcel 2, and Parcel 3, and has acquired or will acquire the real property described as the "City Property" described in **Exhibit A** (collectively the "Property"); and

B. Developer desires to develop the Property as a residential planned development, to be known as "Soleil Ridge," comprised of multifamily residential and related uses (hereafter the "Project"); and

C. Due to the steep topography of portions of the Property, a risk of rockfall has been identified upon the Property, and the development of the Project requires that this risk be appropriately mitigated; and

D. Developer has undertaken the completion of certain engineering investigations and studies, which have been presented to the City and support a determination that, notwithstanding the existence of the rockfall risk on the Property, the risk can be uniquely mitigated through the construction of a rockfall fence in design and construction recommended by competent engineering professionals and rockfall mitigation experts; and

E. The City is relying on the investigations and recommendations of Developer's professional engineers that the rockfall risk can be mitigated; therefore, as a condition of granting development approvals for the Project, the City requires that Developer indemnify the City against the risk that a rockfall, despite the presence of professionally recommended mitigation efforts, may cause property damage or personal injury; and

F. The City, acting pursuant to its authority under UTAH CODE ANN. §10-9a-101, *et seq*. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

G. Developer has accepted the conditions of approval and the terms set forth in this Agreement and has agreed to abide by each and every term.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **RECITALS.** The Recitals above are hereby incorporated into this agreement.

2. **DEFINITIONS**.

2.1 City Parcel. "City Parcel" means and refers to the parcel of real property located in St. George, Washington County, State of Utah, which is owned by the City but will be conveyed to Developer and made subject to this Agreement, and which is more particularly described with the legal description set forth as Parcel No. SG-VW-50-B (the "City Parcel") in **Exhibit A** hereto.

2.2 Developer. "Developer" means and refers to the initial owner of the Project. Developer is currently Soleil Ridge Partners, LLC, a Utah limited liability company, but this definition extends to successors and assigns of the same or portions thereof, provided such successors and assigns acquire all of the rights to the master development of the Project which are currently held by Soleil Ridge Partners, LLC.

2.3 Project. "Project" means and refers to the project known as "Soleil Ridge," anticipated to be developed upon the Property pursuant to the terms of this Agreement. The Developer, in its sole discretion, may change the name of the Project, provided that all subdivision plats within the Project comply with the naming requirements of state and local laws.

2.4 Property. "Property" means and refers to the parcels of real property located in St. George, Washington County, State of Utah, which are owned by Developer and subject to this Agreement and which are more particularly described with the legal descriptions set forth as Parcels 1, 2, and 3 in **Exhibit A** hereto.

3. **Approved Use, Density, General Configuration and Development Standards**.

3.1 Property. The legal descriptions of the Property and City Parcel which are subject to this Agreement are attached hereto as **Exhibit A** which is incorporated by reference herein.

No additional property may be added to this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

3.2 Acquisition of City Parcel by Developer. The City agrees that it will convey to Developer the property identified as the City Parcel, which is a rectangular approximately eleven feet wide and 396 feet long, running north to south, and surrounded on three sides by Developer's Property. The City Parcel shall be conveyed to Developer by the City by quit claim deed. The City Parcel is more particularly described in **Exhibit A** hereto and is agreed to be made subject to this Agreement, regardless of whether the City Parcel is conveyed to Developer before or after the recording of this Agreement. As consideration for the purchase, Developer has agreed to provide deed restricted attainable housing (see Section 3.12) which is in excess of any requirement under the Code and is considered by the City to be a public amenity of great value.

3.3 Approved Use, Density & Configuration. The Project as defined is approved for XX multi-family apartment buildings of XX stories (XX height), each containing residential units for a total of XX multi-family residential units as well as structured and surface parking, amenities, and roads as depicted in the attached **Exhibit B** which is incorporated by reference herein.

3.4 Development Plan. Upon installation of all necessary infrastructure and acceptance by City, Developer shall have full discretion as to the time of commencement, construction, phasing, and completion of any and all vertical development of the Project within the term of this Agreement.

3.5 Specific Design Conditions. As part of the development of the Project, the Parties acknowledge that Developer's engineer previously identified a geologic hazard on the Property related to a risk of rockfall. The parties agree that, as supported by the report of Applied Geotechnical Engineering Consultants, Inc., dated February 4, 2022 ("AGEC Report") which is attached hereto as **Exhibit C**, the risk of rockfall may be mitigated by the design and construction of rockfall fences to protect the areas of the Property to be developed for the Project as set forth in Section 8.[1] The Parties acknowledge that permitting the use of mitigation to allow development in a rock fall zone is based on the conditions of the slope of this specific site and risk reductions the mitigation will provide.

[1] "This information [contained in the AGEC Report] can be used to design rockfall fences to protect the development areas from rockfall." **Exhibit C**, AGEC Report, p. 3.

3.6 Improvement Costs. Developer will bear the cost of all development and improvement costs necessitated by development of the Project, and City will bear the cost of any City-requested upsizing or additional capacities or additional improvements, consistent with City policy, including improvements specifically related to City owned trails, parks, and public buildings to be constructed, unless otherwise specifically agreed to be borne by Developer.

3.6.1 *Construction Period*. Except as otherwise provided in this Agreement, Developer shall have one year from the Effective Date of this Agreement, or from the date of issuance of any required permits by the City (whichever is later) to construct and install the necessary public infrastructure for the Project.

3.6.2 *Utility Improvements, Extensions and Oversizing*. Improvements and utility extensions or oversizing which may be required by the City shall, whenever feasible, be installed on a joint and cooperative basis by City and Developer to avoid conflicts in construction and to achieve economies of scale. The Developer's Engineer and City representative(s) shall meet and work together as needed (i) to ensure that the improvements and development contemplated therein are coordinated (ii) the extent possible, to develop such improvements in cooperation, and (iii) to allocate the costs for such improvements on a fair and reasonable basis, consistent with existing law, the other provisions of this Agreement, and other agreements for sharing costs of power, water, and other improvements between and among City, Developer, and third parties (if any). In the event that upsizing of utility improvements is required, City shall be responsible for the costs of such upsizing consistent with City policy regarding upsizing. Developer may, at the time that Developer is installing and/or constructing public improvements, be eligible for impact fee credit or reimbursement, if any, that the City may grant Developer for the installation or construction of the improvements.

3.7 Maintenance and Operation by Owner. The Project is not being subdivided and will remain in single ownership. Developer, and its successors and assigns to the title ownership of the Project, shall be responsible for operation, maintenance, and repair of the rockfall barrier and foundation and all other improvements upon the Property.

3.8 Project Streets and Drives Satisfy Requirements of City Streets Master Plan. The parties agree that the streets and drives depicted in the approved site plan for the Project satisfy the requirements for connectivity of adjoining public streets through the Project, specifically with respect to the connection between 900 South Street and 950 South Street.

3.9 Compliance with City Design and Construction Standards. Developer acknowledges and agrees that unless expressly stated otherwise in this Agreement, nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable laws and requirements of the City necessary for development of the

Project, including the payment of fees and compliance with the City's design and construction standards.

3.10 Compliance with PUD. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with the Planned Unit Development as presented and approved by the St. George City Council.

3.11 Conflicts.

3.11.1 To the extent there is any ambiguity in or conflict with the provisions of this Agreement, the more specific provision or language shall take precedence over more general provisions or language.

3.11.2 The City has reviewed the Code, General Plan, and Rezone Ordinance and has determined that Developer has substantially complied with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the City Code and General Plan and the Planned Development Residential Zone. The parties further agree that the omission of a limitation or restriction herein shall not relieve Developer of the necessity of complying with all applicable City Ordinances and Resolutions not in conflict with the provisions of this Agreement, along with all applicable state and federal laws.

3.12 Attainable Housing Requirement. Developer agrees that in consideration of development approval within a rockfall area as well as the acquisition of City owned land, it shall provide an attainable housing component to the Project by renting no fewer than seven (7) attainable housing units ("Units") in the Project to tenants whose income is at or below eighty percent (80%) of area median income ("AMI") for St. George, Utah. For purposes of this requirement, AMI for St. George shall be the Median Family Income for the St. George Utah Metropolitan Statistical Area (MSA) as published annually by the U.S. Department of Housing and Urban Development.[2] Maximum permitted rental rates shall be imposed upon the Units so that four (4) of the required Units shall be rented to households qualifying at 70% to 80% AMI, and three (3) Units shall be rented to households qualified at 60% or below AMI.[3] Developer and City shall Execute a Housing Agreement as part of this Agreement which is attached hereto as **Exhibit F** which sets forth the specific administration and terms for the Units. The City may review compliance with this requirement in conjunction with any inspection of such attainable housing units which is permitted under City Code §4-7-4 governing inspection of rental dwelling units.

4. AMENDMENTS.

[2] As of the Effective Date of this Agreement, the published Median Family Income for the St. George Utah MSA is $83,900, of which 80% is $67,120. Source: https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn

[3] FY 2022 MTSP IL Documentation System -- Summary for St. George, UT MSA (huduser.gov)

4.1 Substantial Amendments. Unless otherwise addressed or allowed in this Agreement, any amendment to this Agreement that: (i) materially alters or modifies the Term, (ii) materially alters a substantive term of this Agreement; (iii) materially alters the approved development or Development Plan in a manner not provided for herein; (iv) alters the Allowed Uses, (v) increases the approved Density; (vi) results in a material increase in the intensity of use; (vi) the requirement of any material amenity described herein that is available to the public; (vii) provisions for reservation and dedication of necessary or substantial portions of land; or (viii) any approved mechanism that imposes financial obligations on Developer or the property owners within Project (including a substantive increase in the assessments through any association of owners within the Project) shall be deemed a "Substantial Amendment" and shall require mutual written agreement of the Parties and, if applicable, shall be processed as a legislative land use regulation consistent with the requirements of the City Code and the Utah Code and recorded with the Washington County Recorder.

4.2 Administrative Amendments. Unless otherwise provided by law, all amendments to this Agreement that are not Substantial Amendments shall be deemed "Administrative Amendments" may be approved and executed by the Community Development Director. The City Council hereby designates the Director as the authorized administrative authority and empowers that official to make all final Administrative Amendment decisions. Administrative Amendments shall be reflected in a written approval by the Director which shall be recorded with the Washington County Recorder.

4.3 Effect of Amendment. Any amendment to this Agreement shall be operative only as to those specific portions of this Agreement expressly subject to the amendment, with all other terms and conditions remaining in full force and effect without interruption.

5. CITY APPROVALS.

5.1 Preliminary Approvals. The Developer applied for and received approvals amending the General Plan and Zoning prior to submitting an application for the Project, consistent with the provisions of City Code §10-7F-2. The General Plan amendment was approved by the City Council on XXXX, and a Zone Change Amendment to Planned Development – Residential (PD-R) was approved by the City Council on XXX.

5.2 Approval Process. Following lawfully advertised public hearings before the Planning Commission on (date), the Application received a (positive/negative) recommendation by Motion of the Planning Commission taken on (date), with a ___ vote. The matter thereafter came before the City Council who considered and deliberated regarding the matter at appropriately noticed public meetings on (list all dates). The City Council thereafter approved the Project and this Agreement on _____, under the processes and procedures set forth in the Code. With respect to the terms and conditions of approval, the City Council made such findings of fact and conclusions of law as are required as a condition to the approvals, as reflected in the staff recommendation and

adopted with any modifications, as reflected in the minutes of the above referenced public meetings, and as reflected by the other enumerated findings herein.

6. VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS.

6.1 Vested Rights and Vested Projects. As of the Effective Date, Developer has the vested right to develop and construct the Project, and to develop and construct necessary infrastructure and other improvements in accordance with the uses, densities or intensities permitted to be constructed consistent with the application of the other provisions of this Agreement.

6.2 Compelling, Countervailing Public Interest. Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable Land Use Laws after the Effective Date. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the rights described in Section 3.2.1 based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. (*Western Land Equities. Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980) or successor case and statutory law). Any such proposed change affecting the vested rights of the Project, shall be of general application to all development activity in City; and unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine. The regulations, ordinances, policies, and plans governing the permitted uses, densities or intensities permitted to be constructed consistent with the other provisions of this Agreement shall be the terms and conditions of this Agreement, and those Land Use Laws in effect on the Effective Date that are not inconsistent with the terms and conditions of this Agreement.

6.3 Duration. The term of this Agreement shall commence on the Effective Date and shall extend for a period of twenty-five (25) years thereafter unless this Agreement is earlier terminated or modified by written amendment signed and duly adopted by the Parties (the "Term").

6.4 Governing Land Use Laws. The respective rights of the parties in the event the City seeks to apply or enforce Land Use Laws to the Project in a manner that is inconsistent with the terms and conditions of this Agreement shall be governed by then existing state and federal land use case law and statutes.

7. FEES AND EXACTIONS.

7.1 Development Application and Review Fees. Developer has paid all City required application and review fees for the approval of this Agreement and nothing herein

shall obligate the City to pay any third-party fees, costs, and/or expenses incurred by Developer for the application, processing, and negotiation of this Agreement, as Developer is solely responsible therefore. No further City required fees or engineering expenses shall be charged to Developer for the review and approval of this Agreement. All application and review fees for the Project Building Permits, Plats and Final Site Plans shall be paid at the time of application submission.

7.2 Plan Engineering Review Fees. The City shall have the right to charge and collect such standard engineering review fees for Final or amended Final Site Plans, development, or construction approvals for the Project or a Project Area as are generally applicable on a non-discriminatory basis at the time of application for any such approval.

7.3 Other Fees. The City may charge other fees that are generally applicable, including but not limited to standard Building Permit review fees for improvements to be constructed on improved parcels.

7.4 Impact Fees. Developer agrees that the Project shall be subject to all impact fees, which are (1) imposed at the time of issuance of Building Permits, and (2) generally applicable to other property in the City; and Developer waives its position with respect to any vested rights to the imposition of such fees but shall be entitled to similar treatment afforded other vested projects if the impact fee ordinance makes any such distinction. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Project to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of or the amount of the fees within the time frame(s) set forth in Utah Code §11-36a-702.

7.4.1 Impact Fee Credits. If eligible, Developer shall receive reimbursement of or credit for impact fees as may be normally assessed by the City for "system improvements" as defined in the Utah Impact Fee Act, Utah Code Title 11, Chapter 36a, to the extent said improvements are designed and constructed at Developer's cost. City and Developer agree that specific details with respect to the mechanisms and timing of reimbursement or credit of impact fees, may be addressed by separate agreement as needed.

8. SPECIFIC PROJECT REQUIREMENTS.

8.1 Rock Fall Hazard. Based upon the following findings of the AGEC Report attached as **Exhibit C** hereto, and prior to any development on the Project, Developer shall mitigate the rock fall hazard identified in paragraph 3.4:

A. The specific rock fall hazard is considered low due to the amount of rock littered on the existing slope that have previously fallen and will ultimately restrict further rock fall from reaching the developed area.

B. The specific rock fall hazard is considered low due to the smaller size of the rock with fall potential at the top of the slope. The smaller rock is restricted due to the existing littered rock along the slope.

C. The specific rock fall hazard is considered low due to the angularity of the rock and lack of potential energy or momentum to reach the developed portion of the site.

D. The proposed mitigation plan will act as a barrier and reduces the risk of rockfall to an acceptable risk.

E. The proposed mitigation plan utilizes a proven product and is designed by experts and experienced professionals.

8.1.1 Developer understands and agrees that as a condition of development of the Project, Developer shall comply with the recommendations and standards set forth in the Structural Design or Foundation Design, as defined below. Developer and City further acknowledge that the nature of the hazard, and the availability of mitigation for the hazard, together are unique to the Property and the City's acceptance of the AGEC Report does not create any precedent with respect to any other real property in the City.

8.1.2 Rockfall Fence Design and Construction. Consistent with the recommendations in the AGEC Report, the City acknowledges that Developer has obtained structural design calculations and a rockfall fence foundation design. The structural design calculations were prepared by Hedman Engineering and dated April 18, 2022 (the "Structural Design Calculations"), and are attached hereto as **Exhibit D**. The rockfall fence foundation design was also prepared by Hedman Engineering and dated April 18, 2022 (the "Foundation Design"), and is attached hereto as **Exhibit E**. Developer agrees to construct the rockfall fence foundation in a manner consistent with the Structural Design Calculations and the Foundation Design, and to install rockfall barrier with specifications equal to or exceeding Geobrugg GBE-500A-R rockfall barrier.

8.2 Essential Project Infrastructure. If not otherwise completed, Developer agrees to design and obtain all required approvals and construct the infrastructure necessary for the operation of Project. All infrastructure shall be constructed to City engineering and planning standards as set forth in the Code.

8.2.1 Internal Roads and Secondary Access. Developer shall construct or cause to be constructed any roads and secondary access not otherwise constructed which are necessary to serve the Project in connection with the development.

8.2.2 Water, Fire Flow and Public Safety. Developer shall pay all impact fees necessary to satisfy culinary water service from the Washington County Water Conservancy District sufficient to meet the culinary and irrigation requirements for the Project. If available or required by Code, Developer shall also connect to the City secondary irrigation water system for landscaping and outdoor water use. All water systems shall be designed and obtained all necessary approvals for the construction and operation of water systems with sufficient fire flow and storage to meet the culinary, irrigation and public safety standards for development in accordance with the Development Standards. Developer shall be required to comply with the City's regulations regarding water, landscaping, and secondary water systems in connection with the issuance of all Building Permits.

8.2.3 Other Infrastructure. In connection with or prior to the approval of the next Final Site Plan within the Project, Developer shall have designed and obtained all required approvals for the construction and operation of any other onsite and any necessary offsite utility infrastructure with sufficient capacity to meet the requirements of the next phase of development. Developer shall thereafter construct or cause to be constructed any such other utility infrastructure necessary to serve a Project in connection with the development and improvement of each subsequent Final Site Plan.

8.2.4 Drainage and Flood Control. Drainage and flood control facilities or infrastructure not already constructed, shall be constructed by Developer as a part of completion of other major facilities and development of the Project in accordance with the City and State Storm Water permits and requirements. Developer shall not be required to accommodate additional storm water drainage caused by development of any adjoining lands outside of the Project. Major infrastructure and retention facilities, where appropriate, will be owned and maintained by (Developer,/City/property owners, or owner's association) who shall provide to the City the appropriate long-term storm water management plan upon completion. The City shall conduct annual inspections to ensure compliance with the management plan.

8.3 Sewer Improvements on Tech Ridge. The City agrees that the sewer improvements beyond those required solely for the Project and are required of Developer to service the Tech Ridge development above the Project to the west shall be eligible for impact fee credits or reimbursement under this Agreement. If applicable the Parties shall separately execute a separate reimbursement agreement to that effect detailing the amount of said credit or reimbursement which shall not exceed the actual cost to Developer of such improvements. Developer shall provide to the City documentation evidencing such cost prior to receipt of such credit or reimbursement.

9. **DEFAULT, TERMINATION AND DISPUTES**.

9.1 Events of Default. Developer is in default under this Agreement upon the failure to cure one or more of the following events or conditions (each an "Event of Default") in accordance with section 9.2.

9.1.1 If a warranty, representation, or statement made or furnished by Developer to the City is false or proves to have been false in any material respect when it was made.

9.1.2 Developer has not complied with one or more of the terms or conditions of this Agreement, the City Code provisions set forth in Title 10, or the Utah Code.

9.2 Procedure Upon Event of Default.

9.2.1 After the occurrence of an Event of Default, the City Council may exercise a right to declare an Event of Default by authorizing the City Manager to give Developer written notice specifying the nature of the alleged default. Developer shall have sixty (60) days after receipt of written notice to cure the Event of Default. In the event the nature of the Event of Default reasonably requires more than sixty (60) days to cure and provided Developer has commenced actions reasonably designed to cure the Event of Default within the sixty (60) day cure period and thereafter diligently proceeds to cure the alleged default, the cure period shall be extended for one additional sixty (60) day period or for such other time period agreed to by the City, for Developer to cure the Event of Default to completion. If the Event of Default is not cured within the cure period described above, the City may terminate this Agreement and the associated development approvals by giving written notice to the Developer. Failure or delay in declaring or giving notice of an Event of Default shall not constitute a waiver of any Event of Default under Section 10, nor shall it change the time of such default. In the event Developer fails to cure such Event of Default in addition to the other remedies, the City may suspend all permitting and approval processes under this Agreement and place stop-work orders on continuing construction, and otherwise use all means available to mitigate and address any such Event of Default.

9.2.2 The City does not waive any claim of default in performance by Developer, if on periodic review the City does not declare an Event of Default.

9.2.3 Any default or inability to cure a default caused by strikes, lockouts, pandemics or health related crisis, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party

for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a default.

9.2.4 Adoption of a law or other governmental activity making performance by the Developer unprofitable or more difficult or more expensive does not excuse the performance of the obligation by Developer. Notwithstanding the foregoing, adoption of a law or other governmental activity making performance by the Developer impossible shall excuse the performance of the obligation by Developer.

9.2.5 All other remedies at law or in equity which are not inconsistent with the provisions of this Agreement are available to the Parties to pursue in the event there is an incurred Event of Default.

10. RELATIONSHIP BETWEEN THE PARTIES.

10.1 Relationship of Parties. The contractual relationship between the City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the Parties that: (a) the Project is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements Property until the City accepts dedication, ownership or maintenance of the improvements pursuant to a specific written agreement providing for acceptance of dedication, ownership or maintenance; and (c) Developer shall have the full power and exclusive control of the PC Junction Property subject to the terms, conditions, limitations, restrictions, and obligations of Developer set forth in this Agreement.

10.2 Mutual Releases. At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Agreement, whichever occurs later, and excepting the Parties' respective rights and obligations under this Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the City and the City's employees, agents, attorneys and consultants; and the City, on behalf of itself and the City's board members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants; from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the Effective Date in connection with the application, processing or approval of applications relating to the rock fall area of the Project, to include any past claims for vested development rights that are not provided for in this Agreement.

10.3 Hold Harmless. Developer agrees, for itself and its successors and assigns, that it shall hold harmless the City and its officers, agents, and employees for any injury,

loss, or damage the City may suffer as a result of claims, demands, losses, or judgments, other than those caused by the negligence of the City or its officers, agents, or employees, arising in connection with any rockfall on the Property, irrespective of the performance of any mitigation efforts made upon the Property.

10.3.1 Exceptions to Hold Harmless. The agreements of Developer in this Section 6 shall not be applicable to (i) any claim arising by reason of the gross negligence or intentional misconduct of the City, or (ii) any claim reserved by Developer for itself or any owner of any portion of the Property under the terms of this Agreement for just compensation or attorney fees.

10.3.2 Hold Harmless and Indemnification Procedures. Except in the Event of Default, the City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless or indemnification agreement as soon as practicable but not later than ten (10) business days after the assertion or commencement of the claim, demand, action or proceeding; provided however, the City's inadvertent failure to provide such notice within such time period shall not be a breach of this Agreement unless such failure materially impairs Developer's defenses in such action. In the event any such notice is given; the City shall be entitled to participate in the defense of such claim. Each Party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

10.4 Indemnity Against Rockfall Hazard. Developer agrees that it shall indemnify and defend the City and its officers, agents, and employees for any injury, loss, or damage the City may suffer as a result of claims, demands, losses, or judgments, other than those caused by the negligence of the City or its officers, agents, or employees, arising in connection with any rockfall on the Property, irrespective of the performance of any mitigation efforts made upon the Property.

10.4.1 The obligation to indemnify and defend the City shall, following the expiration of Developer's administrative control period in relation to the Project and Association, pass fully to the Association as the successor to Developer's responsibilities to maintain the common areas and common facilities in the Project. At such time, Developer shall be released from its obligation to indemnify and defend (while still remaining subject to the hold harmless set forth herein).

11. GENERAL PROVISIONS

11.1 Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder, shall be deemed to run with the Property, shall encumber the same, and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

11.2 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

11.3 No Joint Venture, Partnership or Third Party Rights. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

11.4 Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature any may only be modified by a subsequent writing duly executed and approved by the parties hereto.

11.5 Notices. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for who intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

City:	**Developer:**
City Manager St. George City Hall 175 East 200 North St. George, Utah 84770	Soleil Ridge Partners, LLC Attn: Matthew Smoot 710 Brentwood Lane North Salt Lake, Utah 84054
With a copy to:	*With a copy to:*
City Attorney St. George City Hall 175 East 200 North St. George, Utah 84770	Matthew J. Ence Snow Jensen & Reece, PC 912 West 1600 South, Suite B200 St. George, UT 84770

If personally delivered, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective when personally delivered. If sent by mail in the form specified in this section, notices and other communications under this Agreement shall be deemed to have been given and received and shall be effective three (3) days after deposit in the U.S. Mail.

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

11.6 Choice of Law. Any dispute regarding this agreement shall be heard and settled under the laws of the State of Utah. Whenever the context requires, the singular

shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both genders, and the term "person" shall include an individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement shall bind and insure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement shall be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

11.7 Expenses. The Developer and the City each shall pay their own costs and expenses incurred in preparation and execution of and performance under this Agreement, except as otherwise expressly provided herein.

11.8 Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

11.9 Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights. Where there is a conflict between the terms of this Agreement and any Exhibit, the more specific provision shall be controlling.

11.10 Rights of Third Parties. This Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

11.11 Third Party Legal Challenges. In those instances where, in this Agreement, Developer has agreed to waive a position with respect to the applicability of current City policies and requirements, or where Developer has agreed to comply with current City policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such City policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

11.12 Computation of Time. Unless otherwise specified, in computing any period of time pursuant to this Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, and the time shall be computed on a calendar, not work-day, basis.

11.13 Titles and Captions. All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

11.14 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Agreement can be enforced without failure of material consideration to any Party, then the remainder of this Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties. If any material provision of this Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, Developer or the City shall have the right in their sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other Party.

11.15 Exhibits Incorporated. All Exhibits to this Agreement are incorporated by reference as if fully set forth herein.

11.16 Execution of Agreement. This Agreement may be signed in counterparts and each such counterpart shall constitute an original document. All such counterparts, taken together, shall constitute one and the same instrument. Any signature on this Agreement transmitted by facsimile, electronically in PDF format, or by other generally accepted means of conveying digital signatures (e.g. DocuSign) shall be deemed an original signature for all purposes and the exchange of copies of this Agreement and of signature pages by any such transmission, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed by the Mayor, acting by and through the City Council pursuant to Ordinance No. _____, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

CITY OF ST. GEORGE

Attest:

_____ _____

Michele Randall, Mayor Christina Fernandez, City Recorder

Approved as to form:

_____

Jami R. Brackin, Deputy City Attorney

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____day of _____, 2023, personally appeared before me Michele Randall who being duly sworn, did say that she is the Mayor of St. George City and the foregoing instrument was signed on behalf of the City for the uses and purposes set forth herein.

_____
Notary Public

SOLEIL RIDGE PARTNERS, LLC

_____
By:
Its:

Approved as to form:

_____
Attorney for Soleil Ridge Partners, LLC

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Soleil Ridge Partners, LLC, and the foregoing instrument was signed on behalf of said company for the uses and purposes set forth herein.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION
OF THE
PROPERTY

Parcel 1:

WORTHEN BLK 4 (SG) Lot: 2, Subdivision: WORTHEN BLK 5 (SG) Lot: 5, Subdivision: WORTHEN BLK 7 (SG) Lot: 1 THRU:- Lot: 4 S: 36 T: 42S R: 16W BEG S89*48'07 W 448.72 FT ALG SEC/L & S0*55'36 E 440.42 FT FM NE COR SEC 36 T42S R16W; TH S89*04'24 W 220.44 FT; TH S54*52'49 W 1056.16 FT; TH 2363.47 FT RAD CUR LFT; TH SLY 213.94 FT ALG ARC CUR TO PT TNGY & 290 FT RAD CUR LFT; TH SLY 222.23 FT ALG ARC CUR TO PT TNGY & 483.39 FT RAD CUR RGT; TH SLY 147.01 FT ALG ARC CUR;TH N89*04'24 E 480.605 FT; TH N0*55'36 W 429 FT; TH N89*04'24 E 264 FT; TH N0*55'36 W 264 FT; TH N89*04'24 E 41.50 FT; TH N0*55'36 W 132 FT; TH N89*04'24 E 132 FT; TH N0*55'56 W 297 FT TO POB

Containing approx. 15.99 acres, more or less.

Parcel No. SG-6-2-36-110

Parcel 2:

WORTHEN BLK 8 (SG) Lot: 1 THRU:- Lot: 4 A PORTION OF LOTS 1, 2 AND 3, AND ALL OF LOT 4, OF BLOCK 8, 1948 ADDITION TO WORTHEN SUBDIVISION, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER SAID BLOCK 8, WHICH POINT LIES S 0*43'00" E 1129.85 FEET AND WEST 627.55 FEET FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE S 0*43'00" E ALONG THE EAST LINE OF BLOCK 8 215.00 FEET TO; THENCE S 89*17'00" W 132.00 FEET, TO THE COMMON LINE OF LOTS 1 AND 2 SAID BLOCK; THENCE S 0043'00" E ALONG SAID LINE 10.50 FEET: THENCE S 89*17'00" W 121.00 FEET TO THE WEST LINE SAID BLOCK; THENCE N 0*43'00" W ALONG SAID WEST LINE 225.50 FEET TO THE NORTHWEST CORNER SAID BLOCK; THENCE N 89*17'00" E ALONG THE NORTH LINE SAID BLOCK 253.00 FEET TO THE POINT OF BEGINNING.

Containing approximately 1.28 acres, more or less.

Parcel No. SG-VW-50-A-1

Parcel 3:

WORTHEN BLK 5 (SG) Lot: 6 AND:- Lot: 7 AND:- Lot: 2 THRU:- Lot: 4 AND:- Lot: 7 DESCRIBED AS: BEGINNING AT A POINT NORTH 89*28'15" WEST 13.50 FEET

EXHIBIT A

FROM THE NORTHWEST CORNER OF BLOCK 2, OF THE WORTHEN SUBDIVISION, OFFICIAL RECORDS, WASHINGTON COUNTY, STATE OF UTAH, SAID POINT BEING SOUTH 00*31'45" WEST ALONG THE SECTION LINE 560.98 FEET AND NORTH 89*28'15" WEST 294.00 FEET FROM THE NORTHEAST CORNER OF SECTION 36, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0*31'45" WEST 184.50 FEET; THENCE NORTH 89*28'15" WEST 160.00 FEET TO THE EAST LINE OF LOT 4, BLOCK 5, OF THE 1948 ADDITION TO THE WORTHEN SUBDIVISION, OFFICIAL RECORDS, WASHINGTON COUNTY, STATE OF UTAH; THENCE SOUTH 0*31'45" WEST ALONG SAID LOT 4 AND THE EAST LINE OF LOTS 3 AND 2, SAID BLOCK 5, 335.00 FEET TO A POINT ON THE NORTH LINE OF A CERTAIN PARCEL OF LAND CONVEYED IN DEED OF DEDICATION DOCUMENT NUMBER 0356671, OFFICIAL RECORDS, WASHINGTON COUNTY, STATE OF UTAH; THENCE NORTH 89*28'15" WEST ALONG SAID LINE 132.00 FEET TO THE WEST LINE OF LOT 2, SAID BLOCK 5; THENCE NORTH 0*31'45" EAST ALONG THE WEST LINE OF LOTS 2, 3 AND 4, SAID BLOCK 5 387.50 FEET TO THE NORTHWEST CORNER OF LOT 4, SAID BLOCK 5; THENCE SOUTH 89*28'15" EAST ALONG THE NORTH LINE OF LOT 4 132.00 FEET TO THE SOUTHWEST CORNER OF LOT 6, SAID BLOCK 5; THENCE NORTH 0*31'45" EAST ALONG THE WEST LINE OF LOT 6 132.00 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 5; THENCE SOUTH 89*28'15 EAST ALONG SAID LINE AND ITS EXTENSION EAST 160.00 FEET TO THE POINT OF BEGINNING.

Containing approximately 1.85 acres, more or less.

Parcel No. SG-VW-5-6-A

City Parcel:

WORTHEN BLK 8 (SG) Lot: 3 BEG AT NW COR LOT 3 BLK 8 WORTHEN SUB SEC 36 T42S R16W, TH E 11 FT TH S 396 FT TH W 11 FT TH N 396 FT TO BEG.

Containing approximately .46 acres, more or less.

Parcel No. SG-VW-50-B

EXHIBIT B

Site Plan

TO BE DEDICATED TO THE CITY

PROPOSED ACCESS EASEMENT

ROW TO BE VACATED

TO BE PURCHASED FROM THE CITY
4,495 SQ. FT.

SEWER TO BE ABANDONED

EXISTING PUBLIC ROW

DATE: 06/16/22
JOB NO.: 12560-21
DESIGNED BY: NAME
CHECKED BY: NAME
DWG: Agreement Exhibits

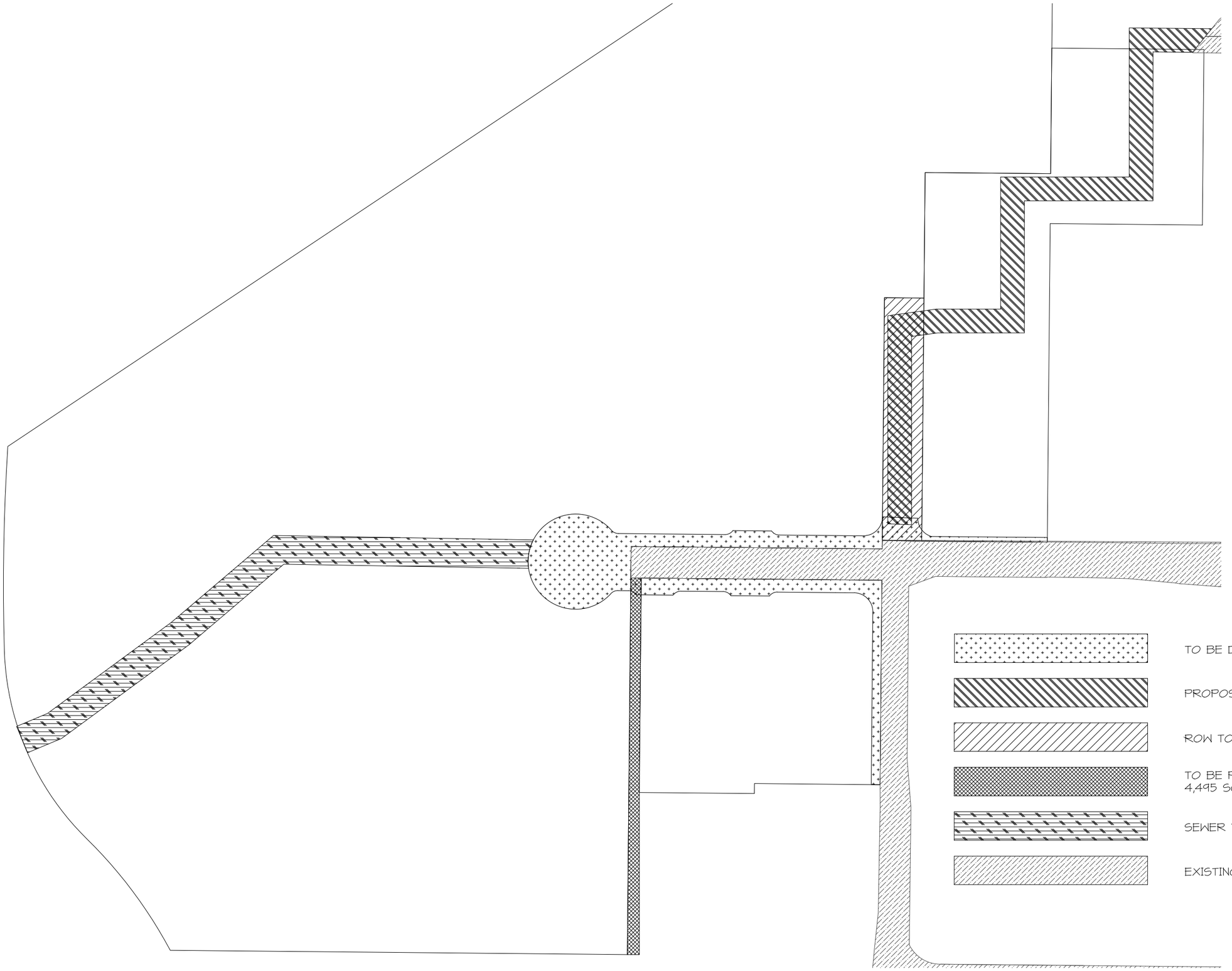
REVISIONS
DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

DEVELOPMENT AGREEMENT EXHIBIT
FOR
SOLEIL RIDGE
SAINT GEORGE, UT

SHEET
EX-1
1 OF 2 SHEETS



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DEVELOPMENT AGREEMENT EXHIBIT
FOR
SOLEIL RIDGE
SAINT GEORGE, UT

SHEET
EX-2
2 OF 2 SHEETS

EXHIBIT C

AGEC REPORT

(see following pages)

AGEC
Applied GeoTech

February 4, 2022

Wasatch Commercial Builders, LLC
1820 West 2300 South, Suite 100
West Valley City, UT 84119

Attention: Scott Overman
email: rsoverman@wasatchcb.com

Subject: Additional Rockfall Hazard Assessment
Soleil Ridge
300 West 900 South
St George, Utah
Project No. 2201872

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to provide rockfall barrier design information for the north and west sides of the proposed Soleil Ridge development planned for 300 West 900 South in St George, Utah. We previously performed a geologic-hazard assessment of the property for Holdaway Construction and reported our findings and recommendations in a letter dated January 6, 2020 under Project No. 2192092.

PROPOSED CONSTRUCTION

We understand that apartment buildings, carports and paved drives and parking are planned for the area. A fence is planned to be installed between the slope and the proposed development to mitigate the rockfall hazard.

GEOLOGY

The geology of the site is mapped by Hayden and Willis (2011) to consist of talus and landslide deposits on the hillside and bedrock near the base of the slope. The relatively flat east side of the property is mapped as mixed eolian and alluvial deposits. The bedrock is the Springdale Sandstone Member of the Kayenta Formation overlying the Whitmore Point Member of the Moenave Formation overlying the Dinosaur Canyon Member of the Moenave Formation. The bedrock dips gently down to the north.

There are outcrops of basalt above the property with some areas of rock that could potentially become dislodged, particularly during a major earthquake, and result in rockfall hazard for the proposed development. The rocks are generally less than 5 feet in size. The approximate extent of the rockfall hazard is presented on Figure 1. This is based on field observation and experience with similar sites in the area. The extent of the potential rockfall hazard cannot be well defined due to land disturbance and likely removal of rocks in the runout zone.

ROCKFALL EVALUATION

Four slope profiles were developed from the topographic information provided as shown on Figure 1. The profiles were entered into the Colorado Rockfall Simulation Program to assist in identifying potential rock velocities, bounce heights and kinetic energy for locations expected for the rockfall fence. These values are for a rock size of 5 feet, which is the approximate maximum size of source rock.

The proposed rockfall fence is below the estimated rockfall runout zone so the Colorado Rockfall Simulation Program did not have rock impact parameters. The following values were obtained from the Colorado Rockfall Simulation Program for potential fence locations at Profiles B, C and D shown on Figure 1:

PROFILE B

Cumulative Probability (%)	Velocity (fps)	Energy (ft-lb)	Bounce Height (ft)
50	13.4	43,800	0.2
75	16.8	64,400	4.8
90	19.8	83,000	8.9
95	21.5	94,200	11.3
98	23.6	106,700	14.1

PROFILE C

Cumulative Probability (%)	Velocity (fps)	Energy (ft-lb)	Bounce Height (ft)
50	14.2	55,500	0.6
75	14.8	58,900	1.7
90	15.4	61,900	2.7
95	15.7	63,800	3.3
98	16.1	65,800	3.9

PROFILE D

Cumulative Probability (%)	Velocity (fps)	Energy (ft-lb)	Bounce Height (ft)
50	15.3	57,700	0.3
75	19.2	86,000	4.6
90	22.7	111,500	8.5
95	24.8	126,800	10.8
98	27.2	143,900	13.4

This information can be used to design rockfall fences to protect the development areas from rockfall. The higher values of rock energy presented are recommended for use in design of the rockfall fences.

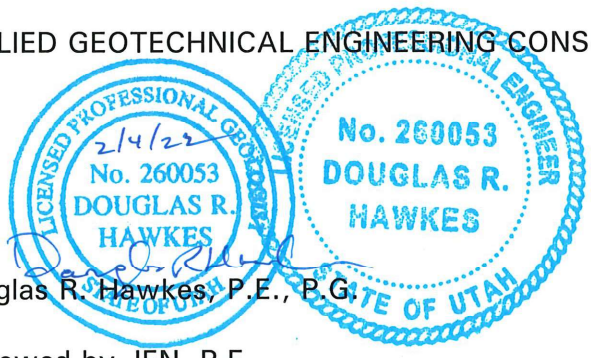
LIMITATIONS

This letter has been prepared in accordance with generally accepted geologic engineering practices in the area for use by the client. The conclusions and recommendations included in the letter are based on conditions observed during our field study, the topographic information provided and use of the Colorado Rockfall Simulation Program. If conditions are significantly different from those described in this letter, we should be notified to reevaluate the recommendations given.

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

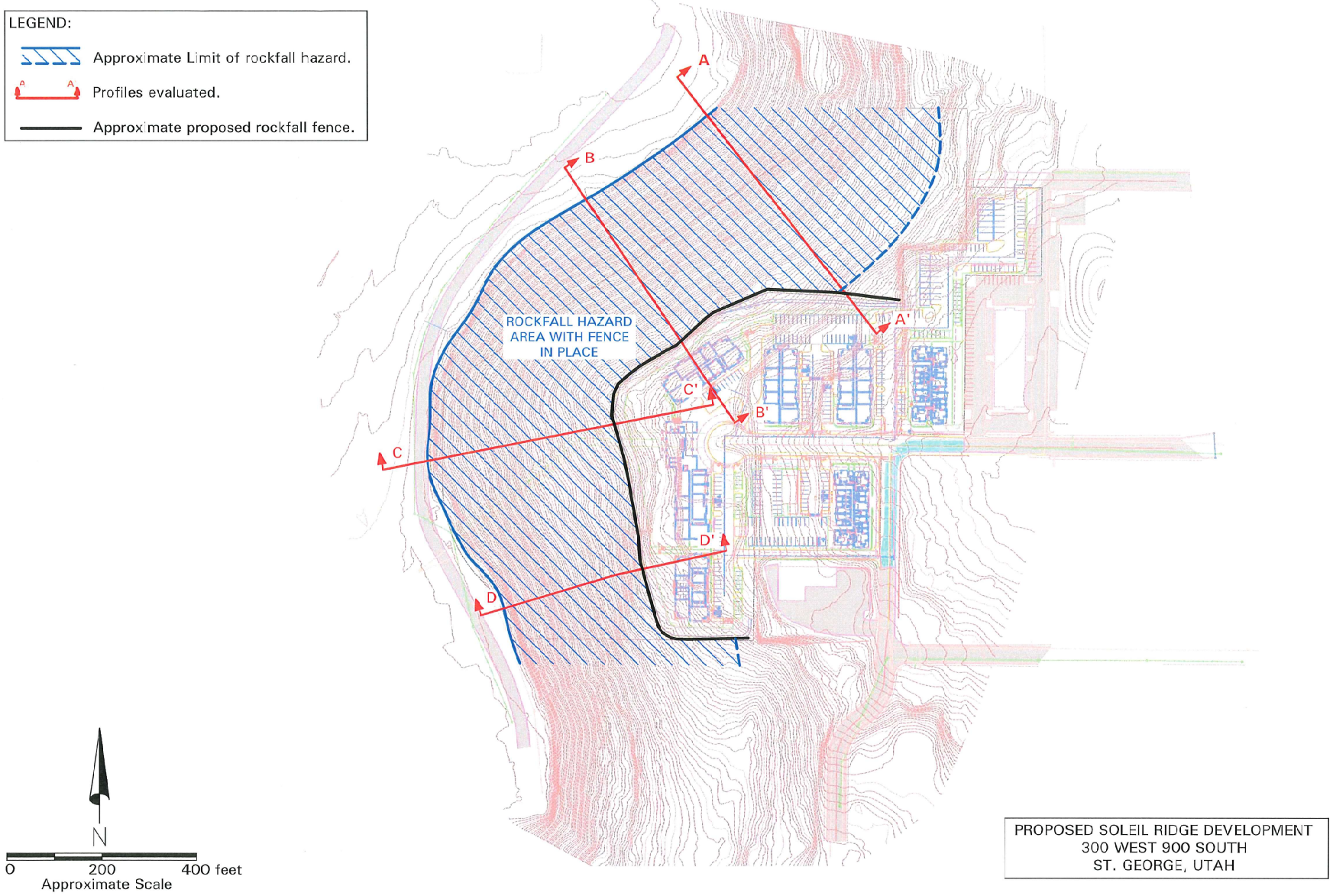


Douglas R. Hawkes, P.E., P.G.

Reviewed by JEN, P.E.
DRH/rs
Enclosure

Reference:

Hayden, J.M. and Willis, G.C., 2011; Geologic map of the St George 7.5' quadrangle, Washington County, Utah, Utah Geological Survey Map 251DM.



2201872	AGEC	Rockfall Hazard Area, Rockfall Fence and Slope Profile Locations	Figure 1

EXHIBIT D

STRUCTURAL DESIGN CALCULATIONS

(see following pages)

STRUCTURAL DESIGN CALCULATIONS

SOLEIL RIDGE ROCKFALL FOUNDATION

PREPARED FOR AGEC

PROJECT NO: 22113

PROJECT LOCATION

300 E 900 S

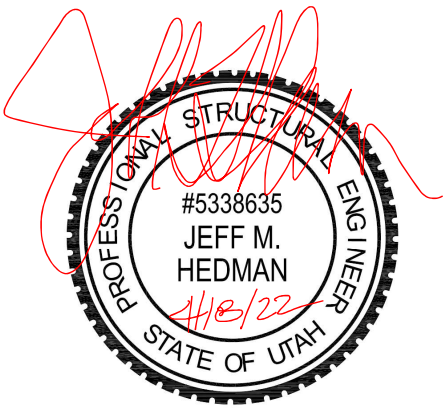
ST. GEORGE, UT

HEDMAN ENGINEERING

216 W. ST.GEORGE BLVD STE. 203 , ST. GEORGE,UTAH 84770

PH: 435-313-4162 EMAIL: JEFF@HEDMANENGINEERING.COM

ALL DRAWINGS AND SPECIFICATIONS ISSUED AS PART OF THE SERVICES RENDERED BY HEDMAN ENGINEERING, LLC FOR THIS PROJECT SHALL REMAIN THE PROPERTY OF HEDMAN ENGINEERING, LLC. ANY DUPLICATION OF THE DRAWINGS AND/OR SPECIFICATIONS IN WHOLE OR IN PART FOR USE ON ANY OTHER PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS, IS STRICTLY PROHIBITED WITHOUT THE WRITTEN CONSENT OF HEDMAN ENGINEERING, LLC



PROJECT INFORMATION

Project Number: 22113
Project Name: SOLEIL RIDGE ROCKFALL FOUNDATION
Project Location: 300 E 900 S
St. George, UT

PROJECT DESIGN CRITERIA PER IBC 2018

GRAVITY LOADS

Self weight of fence and foundation

LATERAL LOADS

Rock Fall Impact Load = 30,000 lbs (130 Kn)
Rockfall Fence Tension Force = 49,500 lbs (220 Kn)
Rockfall Fence Compression Force = 45,000 lbs (200 Kn)
Rockfall Fence Shear Force = 30,000 lbs (130 Kn)

PROJECT SPECIFICATIONS

Soils Report = #2201872 by AGEC dated March 3, 2022.
Pedestal Concrete f'c = 4,500 psi Type V cement 0.50 max w/c ratio
Micropiles:

- Concrete f'c = 6,000 psi Type V cement, 0.45 max W/C ratio.
- Grout specific gravity range 1.8 to 1.9
- Reinforcing Gr.75 Dywiag Thread Bar

Structural steel = Steel Pipe – ASTM A53 Gr. B, Fy = 35 ksi

** Materials provided to construct this project shall conform to the specifications listed above. No material specifications are to be changed without the consent of the engineer of record. Some aspects of the structural design may require different material specifications than what is listed above. In that case, those requirements will be noted in the construction drawings.**

GENERAL NOTES AND REQUIREMENTS

Install Simpson straps, tie downs, and other hardware and meet all nailing, reinforcement and other structural requirements as noted on the construction drawings and within the pages of this document. The structural calculations are based on the structural criteria listed above. If the conditions listed herein are not met or are different from what was assumed, it shall be brought to the attention of the engineer. Roof truss system is to be engineered by the supplier and reviewed and approved by the engineer of record. All structural engineering has been performed according to the project soils report provided to this firm. In the event that a project soils report is not provided to this firm or does not exist, this engineering assumes that the building site is dry and stable with no adverse conditions or soils such as: a high water table, expansive clays, plastic clays, collapsible soils, fills etc. that could cause future flooding, settlement, site instability, or other adverse conditions. Any site engineering including grading, drainage, and site retaining walls is the responsibility of others. These calculations and engineering are for the building structure only and do not provide any engineering analysis of or liability/warranty for the non-structural portions of the building, or the site itself. The purpose of these calculations and engineering is to help reduce structural damage and loss of life due to seismic activity and/or high wind conditions. The contractor shall verify all conditions, dimensions and structural details of the drawing. Multiple uses of structural design calculations are not permitted.

1. Contractor to verify all dimensions, spans, and conditions and notify engineer of any errors, omissions, or discrepancies prior to construction.
2. If discrepancies are found in the project specifications, the more stringent specification shall be followed.
3. Contractor shall assure that all materials are used per manufactures recommendations.
4. Site engineering and liability shall be provided by the owner/builder as required.
5. Contractor shall assure that soil footings bear on is properly drained and dry prior to pouring foundation. Footings shall bear on undisturbed native soil or soil approved by the project geotechnical engineer a minimum of 14 inches below finished grade. Foundation shall have a minimum horizontal clearance from ascending slopes shall be a minimum of 25 feet unless approved by the project geotechnical engineer.
6. The contractor shall conform to all building codes and practices as per the IBC 2018 edition and its referenced standards.
7. Builder shall follow all recommendations found in the project soils report and all referenced documents, letters, and addendums.
8. Contractor to verify all dimensions, spans, and conditions with architectural drawings. If any omissions, mistakes, or discrepancies exist within the construction drawings, the engineer shall be promptly notified so that he may have the opportunity to take whatever steps necessary to resolve them. Failure to promptly notify the engineer of such conditions shall absolve the engineer from any responsibility for the consequences of such a failure.
9. If discrepancies are found, the more stringent specification shall be followed. Contractor is responsible for adequate bracing of structural members, walls, and non-structural items during construction.
10. The engineer and his consultants do not warrant or guarantee the accuracy and completeness of the work herein beyond a reasonable diligence. If any omissions, mistakes, or discrepancies are found to exist within the work product, the engineer shall be promptly notified so that he may have the opportunity to take whatever steps necessary to resolve them. Failure to promptly notify the engineer of such conditions shall absolve the engineer from any responsibility for the consequences of such a failure.
11. Many portions of the construction documents, notes, and specifications are the result of demands by various approving agencies that must be performed as part of this work product. Any actions taken without the knowledge and consent of the engineer shall become the responsibility not of the engineer, but of the parties responsible for making the change and taking action to do so. Action taken without the knowledge and consent of the engineer or the contradiction of the engineer's work product, the intent, and/or recommendations, shall become the responsibility not of the engineer, but of the parties responsible for taking such action. The engineer should be contacted in matters of any and all changes to the drawings and specifications herein without exception.
12. Non structural framing requirements are not specified on the structural drawings. See architectural drawings for any additional framing required.
13. Contractor shall assure that all products and hardware are used and installed per manufacturer's recommendations and requirements.

****Refer to Sheet S0.0 of the construction documents for additional project specifications and requirements****

REQUIRED PROJECT SPECIAL INSPECTIONS

Concrete special Inspection per IBC 1705.3 & Table 1705.3
Cast in place deep foundation elements per IBC 1705.8, 1705.3 & Tables 1705.8 and 1705.3

DESIGN FORCES

TENSION = 220 KN (0.2248) = 49.5K

COMPRESSION = 200 KN (0.2248) = 45K

SHEAR = 130 KN (0.2248) = 30K

DIMENSIONS OF BASE = 1m x 0.5m x 0.2m

= 1 (39.37) = 39.37 IN

= 0.5 (39.37) = 19.69 IN

= 0.2 (39.37) = 7.874 IN

CONCRETE PEDESTAL DIMENSIONS USE 48"x24"x5'-6" TALL

PEDESTAL SHALL BE CONSTRUCTED ON BEDROCK AT BOTTOM OF CLAYEY SAND AND GRAVEL LAYER ON TOP OF WEATHERED BEDROCK TO REDUCE FLEXURE IN MICROPILES

LATERAL TIES REQUIRE 30K ANCHORAGE FORCE

ALLOWABLE TENSION FRICTION = 925psf IN TOP 5'-0" (FS=2.0)
1350 psf BELOW TOP 5'-0" (FS=2.0)

MICROPILE CIRCUMFERENCE = $\pi D = \pi(0.5) = 1.5708$ ft/ft

$1.5708(925)(5) = 7264.93$ lbs

$30{,}000 - 7264.93 = 22{,}735.07$ lbs

$\frac{22735.07}{(1.5708)(1350)} = 10.72 + 5 = 15.72 \approx 16'-0"$ MIN EMBEDMENT

DETERMINE DIAMETER OF BAR REQ'D

$\frac{30{,}000}{0.55(75{,}000)} = A_{BAR\,MIN} = 0.73\,in^2$

$D = \sqrt{\frac{4(0.73)}{\pi}} = 0.96\,in^2$ USE #8 DYWIDAG THREADBAR OR EQUAL

SEE SPREADSHEETS FOR MICROPILE AND PEDESTAL DESIGN

https://www.vertex42.com/WordTemplates/printable-graph-paper.html © 2014 Vertex42 LLC

CONCRETE COLUMN DESIGN V2.2.0 (3/16/15)

CONCRETE COLUMN DESIGN FOR: 22113 Soleil Ridge Rock Fall Fence Post Pedestal

Concrete Column Properties and Specs

Concrete Strength	f'c	4500	ksi
Yield Strength	fy	60	ksi
Width of Column	b	24	in.
Depth of Column	h	48	in.
Unbraced column height	lu	5.5	ft
Gross Total Area of Column	A_g	1152	in^2

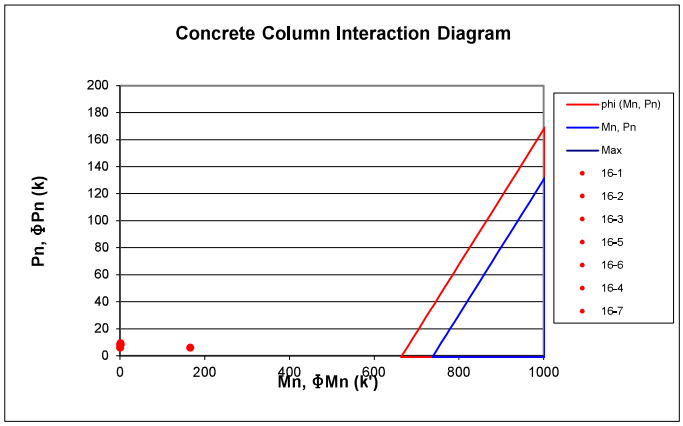
Reinforcement Properties and Specs

Spiral Confinement? (Y or blank)			
Depth to Centroid Rebar 1	d_1	3.25	in.
Depth to Centroid Rebar 2	d_2	17.08	in.
Depth to Centroid Rebar 3	d_3	30.92	in.
Depth to Centroid Rebar 4	d_4	44.75	in.
Modulus of Elasticity of Steel	E_s	29000	ksi
Number of Rebar 1		4	
Rebar 1 Size		6	
Rebar 1 Cross Sectional Area		0.440	in^2
Total Rebar 1 Area	As_1	1.76	in^2
Number of Rebar 2		3	
Rebar 2 Size		6	
Rebar 2 Cross Sectional Area		0.440	in^2
Total Rebar 2 Area	As_2	1.32	in^2
Number of Rebar 3		3	
Rebar 3 Size		6	
Rebar 3 Cross Sectional Area		0.440	in^2
Total Rebar 3 Area	As_3	1.32	in^2
Number of Rebar 4		4	
Rebar 4 Size		6	
Rebar 4 Cross Sectional Area		0.440	in^2
Total Rebar 4 Area	As_4	1.76	in^2
Total Steel Cross sectional area	As_t	6.16	in^2

Design Factors

Phi Factor	Φ	0.652	
Maximum Axial Capacity of Conc.	Po	4383207.6	
Factored Max Axial Capacity	ΦPo	2856642	kips
	Pn	3506566	
	ΦPn	2285314	kips
Factor Relating a to c	β_1	0.65	
Concrete Yield Strain	ε_y	0.00207	

Max ΦMn	0	17



Column Loading

Axial controlled by = 1.4D

Bending controlled by = 0.9D+1.0E

Axial + Bending controlled by = 0.9D+1.0E

Roof Tributary width =	A_r	1	ft^2	
Floor tributary width =	A_f		ft^2	
		Vertical	Horizontal	
Roof Dead Load =	D_R	6600		psf, lbs
Roof Live Load =	Lr			psf, lbs
Roof Snow Load =	S			psf, lbs
Roof Rain Load =	R			psf, lbs
Floor Dead Load =	D_F			psf, lbs
Floor Live Load =	LL			psf, lbs
Wind Lateral load =	W			lbs,lbs
Seismic lateral load =	E		30000	lbs,lbs
Axial Load =	Pu	9.240	kips	
Eccentricity =	e	0	in.	
Factored Moment =	Mu	166.010	kip-ft	
ΦMn from interaction diagram for Pu =		683.70	kip-ft	
	ΦPn =	2285314	kips	
	Pu/ ΦPn =	0.0000	OK	
	Mu/ ΦMn =	0.2428	OK	

Column slenderness check

$I = bh^3/12$ =	221184.00	in^4
$r = (I/A)^{0.5}$ =	13.86	in^3
k =	1.0	for pinned column
klu/r =	4.76	<= 22, column is not slender

Moment magnification for slender column

Min eccentricity =	2.04	in
$C_m = 0.6+0.4*M1/M2$ =	1	
βdns =	1	
Ec =	120915	ksi
Es =	29000	ksi
EI =	########	$k\text{-}in^2$
$Pc = \pi^2 EI/(klu)^2$ =	6113587	k
δ = Cm/(1-Pu/(0.75Pc)) =	1.000	
Magnified moment, Mc = δM_2 =	166.010	k-ft

Column Shear design

Max Vu =	13.750	kips
Concrete capacity, $\Phi Vc = 2*f'c^{1/2}*b*d$ =	3417.45	kips
	OK	

Minimum reinforcement check

Min. As = 0.005*Ag =	5.76	in^2	
As =	6.16	in^2	OK

Vertical Confinement

Rebar Size	#	3	bars
Spacing	@	12	o.c.

Project: 22113 Soleil Ridge Rock Fall Fence Micropiles compression loads **Date :** 4/18/2022 17:18

Micropile Geotechnical Design Parameters

Active zone =	8.00	ft			Min. embed =	10.00	ft below active zone
Pier diameter =	6	in			Min. Pier Length =	10.00	ft
Min. DL pressure =	0	psf	=	0 lbs/pile	Passive Pressure =	0	pcf
					Depth of passive pressure =	0.00	ft

Soil layer Design Parameters (S.F. = 2.0 on friction values

Soil Layer	Layer Description	Start depth ft	Friction psf	End Depth ft	Friction psf	Horz. Modulus pci
Layer 1	Soft siltstone/mudstone bedrock	0	925	5	925	1000
Layer 2	Firm/Hard siltstone/mudstone bedrock	5	1350	100	1350	2000
Layer 3						
Layer 4						
Layer 5						
Layer 6						
Layer 7						
Layer 8						

Micropile gravity Loads Geotechnical Capacity Required Depths

Pier #	DL lbs	Lr lbs	LL lbs	TL lbs	Embed for friction depth ft	Embed for DL Deficit ft	Embed for active zone ft	Min. Depth incl. active zone ft	Min. Pier length ft	Pier type
1	0	0	45000	45000	22.79	0.00	8.00	22.79	22.83	B
2	0	0	45000	45000	22.79	0.00	8.00	22.79	22.83	B
Design loads =	0	0	45000	45000	22.79	0.00	8.00	22.79	22.83	B

Micropile Lateral Loads

Lateral Loads to Piles

Project: 22113 Soleil Ridge Rock Fall Fence Micropiles tension loads **Date :** 4/18/2022 17:18

Micropile Geotechnical Design Parameters

Active zone =	8.00	ft			Min. embed =	10.00	ft below active zone
Pier diameter =	6	in			Min. Pier Length =	10.00	ft
Min. DL pressure =	0	psf	=	0 lbs/pile	Passive Pressure =	0	pcf
					Depth of passive pressure =	0.00	ft

Soil layer Design Parameters (S.F. = 2.0 on friction values

Soil Layer	Layer Description	Start depth ft	Friction psf	End Depth ft	Friction psf	Horz. Modulus pci
Layer 1	Soft siltstone/mudstone bedrock	0	1400	5	1400	1000
Layer 2	Firm/Hard siltstone/mudstone bedrock	5	2000	100	2000	2000
Layer 3						
Layer 4						
Layer 5						
Layer 6						
Layer 7						
Layer 8						

Micropile gravity Loads Geotechnical Capacity Required Depths

Pier #	DL lbs	Lr lbs	LL lbs	TL lbs	Embed for friction depth ft	Embed for DL Deficit ft	Embed for active zone ft	Min. Depth incl. active zone ft	Min. Pier length ft	Pier type
1	0	0	45000	45000	15.82	0.00	8.00	18.00	18.00	B
2	0	0	45000	45000	15.82	0.00	8.00	18.00	18.00	B
Design loads =	0	0	45000	45000	15.82	0.00	8.00	18.00	18.00	B

Micropile Lateral Loads

Lateral Loads to Piles

Micropile Design Calculations V3.1.2 (Rev. 3/4/21)

Project: 22113 Soleil Ridge Rock Fall Fence Micropiles compression loads **Date :** 4/18/2022 17:18

Pile/Pier dimensions and material properties

Micropile height, h =	0.00	ft	Casing Section =	PIPE 3 XX-STRONG		Casing Plunge Depth =	6.00	ft
Micropile diameter, b =	0.50	ft	Casing Fy =	35000	psi	Micropile bar Fy =	75000	psi
Concrete strength, f'c =	6000	psi	Casing E =	29000000	psi	Micropile bar diameter =	1.43	(#10 Dywidag Threadbar or eq.)
Passive pressure =	0	psf	Casing OD =	3.50	in	Micropile bar As =	1.61	in^2
Allowable Skin friction =	925	psf	Casing ID =	2.30	in	Bearing Plate Fy =	36000	in
Micropile Tension Skin Friction =	925	psf	Casing Ag =	5.17	in^2	Bearing L & W =	4.00	in
Max Micropile Depth =	22.83	ft	Casing I =	5.79	in^4	Bearing Plate t =	0.388	in
Uncased Pile I =	63.62	in^4	Casing S =	3.31	in^2			
Ec = 57000*f'c$^{1/2}$ =	4415201	psi	Casing D/t =	6.26				
Uncased Pile EI =	280882952	lb-in^2						
Cased Pile EI =	84201492	lb-in^2						

Micropile Max Loads and Load Combinations

Lateral loads, P

Wind load, W =	0	lbs
Seismic load, E =	15000	lbs
Overstrength factor, Ω =	1.00	lbs
Soil load, H =		lbs

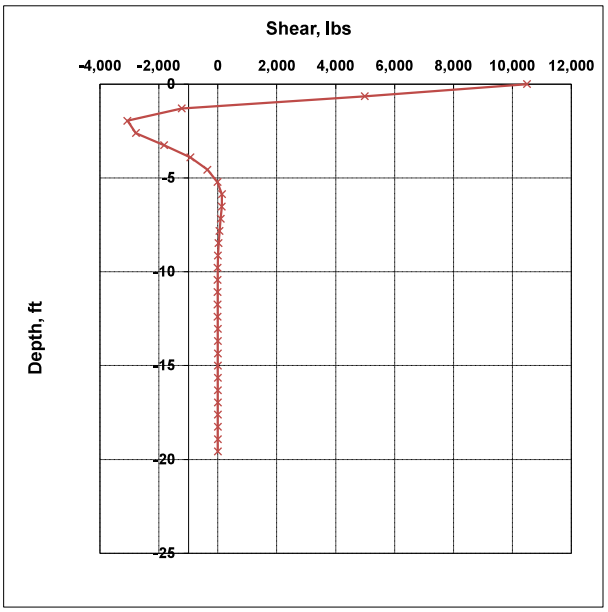
Gravity Loads

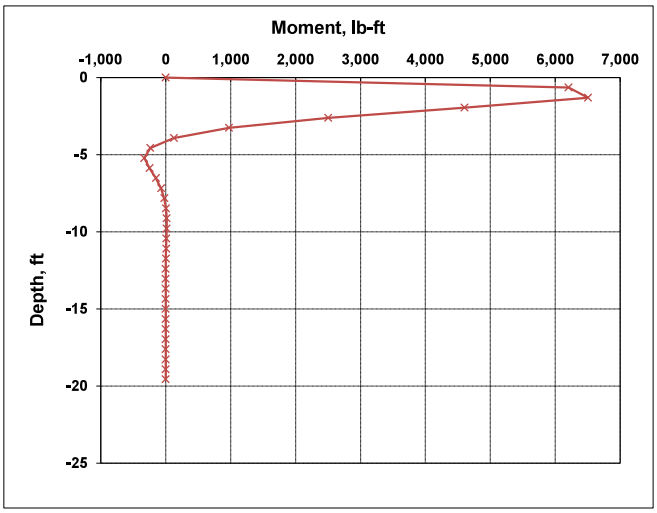
D =	0	lbs
L =	0	lbs
Lr =	0	lbs
S =	0	lbs
R =	0	lbs
W =	0	lbs
E =	45000	lbs

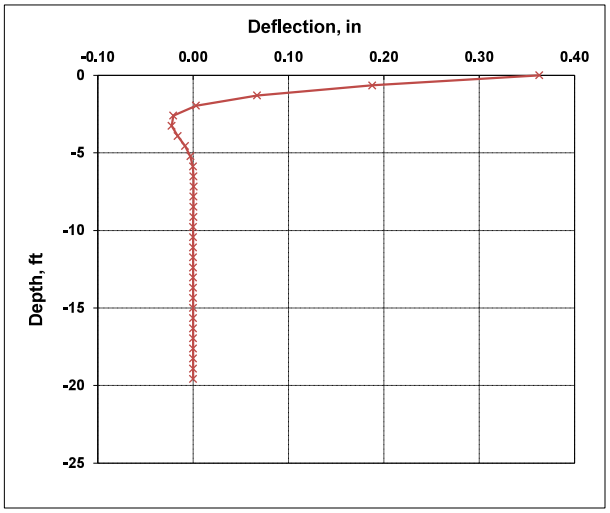
Load combinations	Loads, lbs Gravity	Lateral
D	0	0
D+H+L	0	0
D+H+(Lr or S or R)	0	0
D+H+0.75L+0.75(Lr or S or R)	0	0
D+H+(0.6W or 0.7E)	31500	10500
D+H+0.75(0.6W)+0.75L+0.75(Lr or S or R)	0	0
D+H+0.75(0.7E)+0.75L+0.75(S)	23625	7875
0.6D+0.6W+H	0	0
0.6D+0.7E+H	31500	10500

Lpile anlysis for max loaded pile governed by D+(0.6W or 0.7E)

	Soil Stiffness	Pile EI	Depth	Deflection	Moment	Shear
Segment	lb/in/in	lb-in^2	ft	in	lb-ft	lbs
0	236220	84201492	0.00	0.36	0	10500
1	236220	84201492	-0.65	0.19	6204	4987
2	236220	84201492	-1.30	0.07	6506	-1226
3	236220	84201492	-1.96	0.00	4604	-3069
4	236220	84201492	-2.61	-0.02	2501	-2780
5	236220	84201492	-3.26	-0.02	977	-1821
6	236220	84201492	-3.91	-0.02	125	-930
7	236220	84201492	-4.57	-0.01	-236	-351
8	472441	84201492	-5.22	0.00	-334	-10
9	472441	84201492	-5.87	0.00	-249	141
10	472441	280882952	-6.52	0.00	-150	136
11	472441	280882952	-7.18	0.00	-72	98
12	472441	280882952	-7.83	0.00	-22	58
13	472441	280882952	-8.48	0.00	4	27
14	472441	280882952	-9.13	0.00	13	8
15	472441	280882952	-9.79	0.00	14	-2
16	472441	280882952	-10.44	0.00	10	-6
17	472441	280882952	-11.09	0.00	6	-6
18	472441	280882952	-11.74	0.00	3	-4
19	472441	280882952	-12.40	0.00	1	-2
20	472441	280882952	-13.05	0.00	0	-1
21	472441	280882952	-13.70	0.00	-1	0
22	472441	280882952	-14.35	0.00	-1	0
23	472441	280882952	-15.00	0.00	0	0
24	472441	280882952	-15.66	0.00	0	0
25	472441	280882952	-16.31	0.00	0	0
26	472441	280882952	-16.96	0.00	0	0
27	472441	280882952	-17.61	0.00	0	0
28	472441	280882952	-18.27	0.00	0	0
29	472441	280882952	-18.92	0.00	0	0
30	472441	280882952	-19.57	0.00	0	0
31	472441	280882952	-20.22	0.00	0	0
32	472441	280882952	-20.88	0.00	0	0
33	472441	280882952	-21.53	0.00	0	0
34	472441	280882952	-22.18	0.00	0	0
35	472441	280882952	-22.83	0.00	0	0







Micropile Design Calculations V3.1.2 (Rev. 3/4/21)

Project: 22113 Soleil Ridge Rock Fall Fence Micropiles compression loads **Date :** 4/18/2022 17:18

Micropile Axial Capacity Calculations

Micropile Axial Capacity - Cased length

$Pa = [0.4F'c_{grout}A_{grout}+0.47*Fy_{casing}*A_{casing}+0.47*Fy_{bar}*A_{bar}]$

F'c =	6000	psi
Agrout =	2.55	in^2
Fycasing =	35000	psi
Acasing =	5.17	in^2
Fybar =	75000	psi
Abar =	1.61	in^2
Pa =	**108000**	lbs (Pallow from AISC 360 Table 4-G)
P =	31500	lbs
	OK	

Micropile Axial Capacity - Uncased length

$Pa = 0.4F'c_{grout}A_{grout}+0.47*Fy_{bar}*A_{bar}$

F'c =	6000	psi
Agrout =	28.27	in^2
Fybar =	75000	psi
Abar =	1.606	in^2
Pa =	**124472**	lbs
P =	31500	lbs
	OK	

Micropile Bearing Capacity in grade beam - no bearing plate

$Fp = 0.85*\Phi*f'c*(A2/A1)1/2 \le 1.7*\Phi*f'c$

Apile = A1 =	8.02	in^2
Agrade beam = A2 =	144	in^2
Fp =	6120	psi
Max Pu =	49052	lbs
Max P =	**30658**	lbs (ASD)

Micropile Bearing Capacity in grade beam PL6/16x4x4 bearing plate

$Fp = 0.85*\Phi*f'c*(A2/A1)1/2 \le 1.7*\Phi*f'c$

Bearing Plate thickness =	0.388	in
Apile = A1 =	14.39	in^2
Agrade beam = A2 =	120	in^2
Fp =	6120	psi
Max Pu =	88091	lbs
Max P =	**55057**	lbs (based on bearing) (ASD)
Max P =	**67570**	lbs (based on plate thickness) (ASD)

Micropile axial capacity - no bearing plate = 30658 lbs (Pier A) use 25k (ASD)

Micropile axial capacity - w/ 1/4x4x4 bearing plate = 55057 lbs (Pier B) use 45k (ASD)

Micropile Flexural Capacity Calculations

Micropile Flexural Capacity - cased length

$Ma = 0.55*Fy*S$

Fy =	35000	psi
S =	3.31	in^3
Ma =	**8740**	lb-ft (Mallow from AISC 360 Table 4-G)
Max M =	6506	lb-ft
	OK	

Micropile combined stresses - cased length

P =	31500	lbs
Pa =	108000	lbs
M =	6506	lb-ft
Ma =	8740	lb-ft
P/Pa + M/Ma =	1.04	*> 1.0, NG*

Combined loading overage is less than 5%, OK

Micropile Flexural Capacity - uncased length below grade

S =	21.21	in^3
Ma =	428	lb-ft
M at bottom of casing =	150	lb-ft
	OK	

Micropile combined stresses - uncased length

P =	22782	lbs (minus load transferred from casing)
Pa =	124472	lbs
M =	150	lb-ft
Ma =	428	lb-ft
P/Pa + M/Ma =	0.53	*≤ 1.0, OK*

Micropile Shear Capacity Calculations

Micropile Shear Capacity - cased length

Lv =	6.00	ft
D/t =	6.260	
Fcr =	21000	psi
Va =(Fcr*Ag/2)/1.67 =	32506	lbs
Max V =	10500	lbs
	OK	

Micropile Shear Capacity - uncased length

Micropile Ag =	28.27	in^2
ΦVn = 0.6*4/3*f'c^0.5*Ag =	1752	lbs
Va =	1095	lbs
Max V =	136	lbs
	OK	

Micropile Tensile Capacity Calculations

Micropile Tensile Capacity

Active Zone depth =	8	ft
Skin Friction =	925	psf
Pile Tension Force, T =	11624	lbs
Fybar =	75000	psi
Abar =	1.606	in^2
Pt allowable = 0.55*Fybar*Abar =	66250	lbs
	OK	

Micropile Geotechnical Pullout Capacity

Active Zone depth =	8.00	ft
Skin Friction =	1350	psf
Pile Tension Force, T =	11624	lbs
Min depth for 1.5 SF =	20.00	ft
Min Pile depth =	22.83	ft
	OK	

Micropile Casing Development into Micropile Grout body Calculations

Plunge depth for gravity loads - friction

Bond strength = 0.04*f'c =	160	psi (not to exceed 160 psi)
Column surface area =	11.00	in^2
P =	31500	lbs
Required plunge depth =	1.49	ft
Actual Plunge depth =	6.00	ft
	OK	

Casing must be embedded to point of zero curvature (Less than 0.01 inches)

Plunge depth =	6.00	ft
Deflection at bottom of casing =	0.00	in
	OK	

Plunge depth for flexure - bearing stress of casing on grout

Section modulus of casing in pile =	3024.0	in^3
Bearing = M/S =	25.82	psi
	OK	

Plunge depth for shear

A =	180	in^2
ΦVn = Φ*4/3*f'c^0.5*A =	11154	lbs
Va =	6971	lbs
V =	136	lbs
	OK	

4

COMPOSITE
PIPE 3

Table 4-G (continued)
Available Strength in Axial Compression, kips
Filled Pipe

F_y = 35 ksi
f'_c = 4 ksi

Shape		Pipe 3					
		XXS		XS		STD	
t_{des}, in.		0.559		0.280		0.201	
Steel, lb/ft		18.6		10.3		7.58	
Design		P_n/Ω_c	$\phi_c P_n$	P_n/Ω_c	$\phi_c P_n$	P_n/Ω_c	$\phi_c P_n$
		ASD	LRFD	ASD	LRFD	ASD	LRFD
Effective length, L_c (ft), with respect to the least radius of gyration, r	0	108	163	62.4	93.6	50.6	75.9
	1	108	162	62.0	93.0	50.3	75.4
	2	106	159	60.8	91.3	49.3	73.9
	3	102	154	58.9	88.4	47.8	71.6
	4	97.6	147	56.3	84.5	45.7	68.5
	5	92.0	138	53.2	79.8	43.1	64.7
	6	85.6	129	49.6	74.3	40.2	60.3
	7	78.6	118	45.6	68.4	37.0	55.5
	8	71.2	107	41.4	62.1	33.6	50.4
	9	63.7	95.7	37.5	56.3	30.2	45.3
	10	56.2	84.5	33.6	50.6	26.7	40.1
	11	49.0	73.6	29.9	44.9	23.4	35.1
	12	42.1	63.3	26.2	39.4	20.2	30.3
	13	35.9	53.9	22.7	34.1	17.5	26.2
	14	30.9	46.5	19.6	29.4	15.1	22.7
	15	26.9	40.5	17.1	25.6	13.1	19.8
	16	23.7	35.6	15.0	22.5	11.6	17.4
	17	21.0	31.5	13.3	20.0	10.2	15.4
	18			11.8	17.8	9.13	13.7
	19			10.6	16.0	8.19	12.3
Properties							
M_n/Ω_b	$\phi_b M_n$ kip-ft	8.74	13.1	5.42	8.14	4.19	6.29
$P_e(L_c)^2/10^4$, kip-in.^{2}		171		117		95.6	
r_m, in.		1.06		1.14		1.17	

ASD	LRFD
Ω_b = 1.67	ϕ_b = 0.90
Ω_c = 2.00	ϕ_c = 0.75

Notes: Heavy line indicates L_c/r equal to or greater than 200.
Dashed line indicates the L_c beyond which the bare steel strength controls.

AGEC
Applied GeoTech

Soleil Ridge Rockfall Foundations Design Parameters

AGEC Project No. 2201872 Updated April 15, 2022

Depth		Soil Properties			Lateral Design Parameters		Axial Design Parameters		Soil/Rock Type-Conditions
Top	Bottom	Effective Unit Weight (pcf)	Cohesion (psf)	Friction Angle (Degrees)	Horizontal Modulus (pci)	Ultimate Passive Resistance (psf)	Ultimate Downward Skin Friction (psf)	Ultimate Uplift Skin Friction (psf)	
0	5	110	0	32	75	1,000	0-2,000	0-1,650	Soil, clayey sand and gravel
5	10	130	3,000	0	1000	15,000	2,800	1,850	Soft Siltstone/mudstone Bedrock
10	30	130	6,000	0	2000	27,000	4,000	2,700	Firm/Hard Siltstone/Mudstone Bedrock

Note: Based on design, upper soil (0-5 ft) will be removed to construct micropile at bedrock surface.

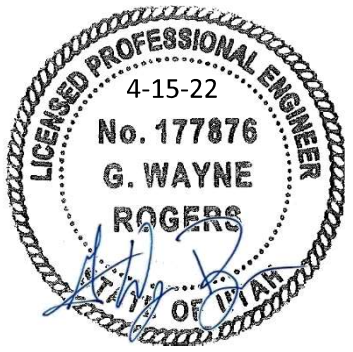


EXHIBIT E

FOUNDATION DESIGN

(see following pages)

STRUCTURAL REQUIREMENTS

REINFORCED CONCRETE NOTES

1. STRUCTURAL CONCRETE SHALL COMPLY WITH THE MOST RESTRICTIVE REQUIREMENTS ACCORDING TO ACI 318 TABLE 4.3.1 FOR THE EXPOSURE CATEGORIES AND CLASSES LISTED BELOW:

STRUCT. MEMBER	EXPOSURE CATEGORY AND CLASS	
FOOTINGS		
WALLS	F, FREEZING & THAWING:	F0 - NEGLIGIBLE
GRADE BEAMS		
SLABS	S, SULFATE:	S2 - SEVERE
	P, REQUIRING LOW PERMEABILITY:	P0 - NOT APPLICABLE
	C, CORROSION PROT. OF REINF.:	C0 - NOT APPLICABLE

2. MINIMUM CONCRETE MIX REQUIREMENTS:
   CONCRETE COMPRESSIVE STRENGTH, f'c: 4500 PSI
   MAXIMUM WATER TO CEMENT RATIO: 0.45
   CEMENTITIOUS MATERIAL: TYPE V + POZZOLAN OR SLAG
3. STRUCTURAL CONCRETE SHALL REACH A MINIMUM 3-DAY COMPRESSIVE STRENGTH OF 1500 PSI AND SHALL REACH THE SPECIFIED COMPRESSIVE STRENGTH IN 28 DAYS. CONCRETE COMPRESSIVE TESTS SHALL CONFORM TO ASTM C 140 "TEST METHOD SAMPLING AND TESTING CONCRETE MASONRY UNITS AND RELATED UNITS". CEMENTITIOUS MATERIAL SHALL CONFORM TO ASTM C 150 "SPECIFICATION FOR PORTLAND CEMENT".
4. THE CONCRETE SHALL BE PROPORTIONED AND PRODUCED TO HAVE A SLUMP OF 4 INCHES OR LESS. A TOLERANCE OF 1 INCH ABOVE THIS AMOUNT SHALL BE PERMITTED FOR INDIVIDUAL BATCHES PROVIDED THE AVERAGE FOR ALL BATCHES DOES NOT EXCEED 4 INCHES. THE SLUMP SHALL BE DETERMINED BY "STANDARD TESTING METHOD FOR SLUMP OF PORTLAND CEMENT CONCRETE" (ASTM C 143). WHERE A SUPERPLASTICIZER ADMIXTURE IS USED, MAXIMUM SLUMP IS ALLOWED TO BE INCREASED 1-1/2" FOR EACH 1% OF SUPERPLASTICIZER UP TO A MAXIMUM INCREASE OF 3".
5. WATER USED IN MIXING CONCRETE SHALL BE CLEAN FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIS, SALTS, ORGANIC MATERIALS, OR OTHER SUBSTANCES DELETERIOUS TO CONCRETE OR REINFORCEMENT. NONPOTABLE WATER SHALL NOT BE USED.
6. CONCRETE AGGREGATES SHALL CONFORM TO ASTM C 33 "STANDARD SPECIFICATIONS FOR CONCRETE AGGREGATES" OR ASTM C 330 "STANDARD SPECIFICATION FOR LIGHTWEIGHT AGGREGATES". THE NORMAL MAXIMUM SIZE OF COARSE AGGREGATES SHALL NOT BE LARGER THAN: 1/5 THE DISTANCE BETWEEN THE SIDES OF FORMS, 1/3 THE SLAB DEPTH, OR 3/4 THE MINIMUM CLEAR SPACING BETWEEN INDIVIDUAL REINFORCING BARS OR WIRES, BUNDLES OF BARS, INDIVIDUAL TENDONS, OR DUCTS.
7. DEFORMED CONCRETE REINFORCING SHALL BE GRADE 60 REINFORCING STEEL CONFORMING TO ASTM A 615 "STANDARD SPECIFICATION FOR DEFORMED AND PLAIN CARBON-STEEL BARS FOR CONCRETE REINFORCEMENT".
8. BAR MATS FOR CONCRETE REINFORCING SHALL CONFORM TO ASTM A 184 "STANDARD SPECIFICATION FOR WELDED DEFORMED STEEL BAR MATS FOR CONCRETE REINFORCEMENT". REINFORCING BARS USED IN BAR MATS SHALL CONFORM TO ASTM A 615 OR ASTM A 706.
9. WELDED PLAIN WIRE FOR CONCRETE REINFORCEMENT SHALL NOT BE SMALLER THAN D4 AND SHALL CONFORM TO ASTM A 496 "STANDARD SPECIFICATION FOR STEEL WIRE, DEFORMED, FOR CONCRETE REINFORCEMENT". WELDED DEFORMED WIRE FOR CONCRETE REINFORCEMENT SHALL CONFORM TO ASTM A 497 "STANDARD SPECIFICATION FOR STEEL WELDED WIRE, DEFORMED, FOR CONCRETE REINFORCEMENT".
10. WELDED WIRE FOR CONCRETE REINFORCEMENT SHALL NOT BE SMALLER THAN D4 AND SHALL CONFORM TO ASTM A 496 "STANDARD SPECIFICATION FOR STEEL WIRE, DEFORMED, FOR CONCRETE REINFORCEMENT".
11. NO ADMIXTURES, OTHER THAN AIR-ENTRAINING ADMIXTURE CONFORMING ASTM C 260 OR SUPERPLASTICIZER ADMIXTURE CONFORMING TO ASTM C 494 MAY BE USED WITHOUT THE WRITTEN APPROVAL FROM THE ENGINEER. CALCIUM CHLORIDE AND CONCRETE ADMIXTURES CONTAINING CHLORIDE SALTS ARE NOT PERMITTED.
12. ALL REINFORCING LAP SPLICES SHALL BE CLASS "B" SPLICES UNLESS NOTED OTHERWISE. LAP ALL REINFORCING BARS ACCORDING TO THE FOLLOWING LAP SPLICE SCHEDULE. WHERE BEAM REINFORCING IS REQUIRED TO BE SPLICED, SPLICING SHALL ONLY TAKE PLACE IN COMPRESSION REGIONS, I.E. BOTTOM REINFORCING SPLICES ALLOWED OVER SUPPORTS AND TOP REINFORCING SPLICES ALLOWED IN THE MIDSPANS. WHERE COLUMN VERTICAL REINFORCINGS REQUIRED TO BE SPLICED, SPLICING WILL BE PERMITTED ONLY AT FLOOR LEVELS OR AREAS OF LATERAL SUPPORT.

REINFORCED CONCRETE LAP SPLICE SCHEDULE

F'c = 2500 PSI AT 28 DAYS		REINFORCEMENT LENGTH (INCHES)					
SPLICE CLASS	REINFORCEMENT LOCATION	#3 BARS	#4 BARS	#5 BARS	#6 BARS	#7 BARS	#8 BARS
A	TOP*	24	32	39	47	69	78
	BOTTOM	18	24	30	36	53	60
B	TOP*	31	41	51	61	89	102
	BOTTOM	24	32	39	47	69	78

*TOP DENOTES HORIZONTAL REINFORCING W/ 12" OF FRESH CONCRETE BELOW THE LEVEL OF REINFORCING

STATEMENT OF SPECIAL INSPECTION

1. ALL SPECIAL INSPECTION REPORTS, TESTS, QUALIFICATIONS, AND CERTIFICATES OF COMPLIANCE SHALL BE APPROVED BY THE ENGINEER OF RECORD AND SUBMITTED TO THE CITY BUILDING DEPARTMENT PRIOR TO CONSTRUCTION.
2. CONTRACTORS MUST SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY PER IBC 2018 SECTION 1704.4. CONTRACTOR IS REQUIRED TO FOLLOW QUALITY ASSURANCE PLAN PER IBC 2018 SECTION 1704.2.1.
3. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO SEE THAT THE TEST AND INSPECTIONS ARE PERFORMED. JOB SITE VISITS BY THE ENGINEER OF RECORD DO NOT CONSTITUTE AND ARE NOT A SUBSTITUTE FOR SPECIAL INSPECTIONS.
4. CONTRACTOR SHALL PROVIDE NAME OF APPROVED SPECIAL INSPECTION AGENCY AND QUALIFICATION OF INDIVIDUAL TO BUILDING OFFICIAL FOR APPROVAL PRIOR TO CONSTRUCTION.
5. THE FOLLOWING SPECIAL INSPECTIONS ARE REQUIRED BY THE CURRENT EDITION OF THE IBC:

CAST-IN-PLACE DEEP FOUNDATION ELEMENTS - IBC 1705.8

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
INSPECT DRILLING OPERATIONS AND MAINTAIN COMPLETE AND ACCURATE RECORDS FOR EACH ELEMENT	X	-
VERIFY PLACEMENT LOCATIONS AND PLUMBNESS, CONFIRM ELEMENT DIAMETERS, BELL DIAMETERS (IF APPLICABLE), LENGTHS, EMBEDMENT INTO BEDROCK (IF APPLICABLE) AND ADEQUATE END-BEARING STRATA CAPACITY, RECORD CONCRETE OR GROUT VOLUMES	X	-
FOR CONCRETE ELEMENTS, PERFORM TESTS AND ADDITIONAL SPECIAL IN ACCORDANCE WITH SECTION 1705.3	X	-

CONCRETE CONSTRUCTION - IBC 1705.3 AND TABLE 1705.3

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION	REFERENCE STANDARD	IBC REFERENCE
1. INSPECT REINFORCEMENT, INCLUDING PRESTRESSING TENDONS, AND VERIFY PLACEMENT.	-	X	ACI 318: CH.20,25.2, 25.3, 26.6, -26.6.3	1908.4
2. REINFORCING BAR WELDING: A. VERIFY WELDABILITY OF REINFORCING BARS OTHER THAN ASTM A706; B. INSPECT SINGLE-PASS FILLED WELDS, MAXIMUM 5/16", AND C. INSPECT ALL OTHER WELDS.	- - X	X X -	AWS D1.4 ACI 318: 26.6.4	-
3. INSPECT ANCHORS CAST IN CONCRETE	X	-	ACI 318: 17.8.2	-
4. INSPECT ANCHORS POST- INSTALLED IN HARDENED CONCRETE MEMBERS. A. ADHESIVE ANCHORS INSTALLED IN HORIZONTALLY OR UPWARDLY INCLINED ORIENTATIONS TO RESIST SUSTAINED TENSION LOADS B. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.A.	X -	- X	ACI 318: 17.8.4 ACI 318: 17.8.2	-
5. VERIFY USE OF REQUIRED DESIGN MIX.	-	X	ACI 318: 17.8.2	1904.1, 1904.2, 1908.2, 1908.3
6. PRIOR TO CONCRETE PLACEMENT, FABRICATE SPECIMENS FOR STRENGHT TEST, PERFORM SLUMP AND AIR CONTENT TEST, AND DETERMINE THE TEMPERATURE OF THE CONCRETE.	X	-	ASTM C172 ASTM C3 ACI 318: 26.5, 26.12	1904.1, 1904.2, 1908.2, 1908.3
7. INSPECT CONCRETE AND SHOTCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	X	-	ACI 318: 26.5	1908.6, 1908.7, 1908.8
8. VERIFY MAINTENANCE OF SPECIFIED CURING TEMPERATURE AND TECHNIQUES	-	X	ACI 318: 26.5.3-26.5.5	1908.9
9. INSPECT PRESTRESSED CONCRETE FOR: A. APPLICATION OF PRESTRESSING FORCES; AND B. GROUTING OF BONDED PRESTRESSING TENDONS	X X	- -	ACI 318: 26.10	-
10. INSPECT ERECTION OF PRECAST CONCRETE MEMBERS	-	X	ACI 318: 26.9	-
11. VERIFY IN-SITU CONCRETE STRENGTH, PRIOR TO STRESSING OF TENDONS IN POST- TENSIONED CONCRETE AND PRIOR TO REMOVAL OF SHORES AND FORMS FROM BEAMS AND STRUCTURAL SLABS.	-	X	ACI 318: 26.11.2	-
12. INSPECT FORMWORK SHAPE, LOCATION AND DIMENSIONS OF THE CONCRETE MEMBER BEING FORMED	-	X	ACI 318: 26.11.2(b)	-

STRUCTURAL SHEET INDEX

S0.0 PROJECT NOTES & SPECIFICATIONS
S1.0 SITE PLAN
S2.0 FOUNDATION PLAN

STRUCTURAL CRITERIA

ANALYSIS ITEMS

IMPACT DESIGN PARAMETERS

ROCK FALL IMPACT LOAD	30,000 LBS (133 KN)
ROCKFALL FENCE TENSION FORCE	49,500 LBS (220 KN)
ROCKFALL FENCE COMPRESSION FORCE	45,000 LBS (200 KN)
ROCKFALL FENCE SHEAR FORCE	30,000 LBS (133 KN)

GENERAL NOTES

1. CONTRACTOR TO VERIFY ALL DIMENSIONS, SPANS, AND CONDITIONS WITH ARCHITECTURAL DRAWINGS. IF ANY OMISSIONS, MISTAKES, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE CONSTRUCTION DRAWINGS, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ASSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH A FAILURE.
2. IF DISCREPANCIES ARE FOUND, THE MORE STRINGENT SPECIFICATION SHALL BE FOLLOWED. CONTRACTOR RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL MEMBERS, WALLS, AND NON-STRUCTURAL ITEMS DURING CONSTRUCTION.
3. THE ENGINEER AND HIS CONSULTANTS DO NOT WARRANT OR GUARANTEE THE ACCURACY AND COMPLETENESS OF THE WORK VERIFIED BEYOND A REASONABLE DILIGENCE. IF ANY OMISSIONS, MISTAKES, OR DISCREPANCIES ARE FOUND TO EXIST WITHIN THE WORK PRODUCT, THE ENGINEER SHALL BE PROMPTLY NOTIFIED SO THAT HE MAY HAVE THE OPPORTUNITY TO TAKE WHATEVER STEPS NECESSARY TO RESOLVE THEM. FAILURE TO PROMPTLY NOTIFY THE ENGINEER OF SUCH CONDITIONS SHALL ABSOLVE THE ENGINEER FROM ANY RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH A FAILURE.
4. MANY PORTIONS OF THESE DRAWINGS, NOTES AND SPECIFICATIONS ARE THE RESULT OF DEMANDS BY VARIOUS APPROVING AGENCIES THAT MUST BE PERFORMED AS PART OF THIS WORK. ANY ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ENGINEER SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER, BUT OF THE PARTIES RESPONSIBLE FOR MAKING THE CHANGE AND TAKING ACTION TO DO SO. ACTIONS TAKEN WITHOUT THE KNOWLEDGE AND CONSENT OF THE ENGINEER OF THE CONTRADICTION TO THE ENGINEER'S WORK PRODUCT, THE INTENT, AND/OR RECOMMENDATIONS, SHALL BECOME THE RESPONSIBILITY NOT OF THE ENGINEER, BUT OF THE PARTIES RESPONSIBLE FOR TAKING SUCH ACTION. THE ENGINEER SHOULD BE CONTACTED IN MATTERS OF ANY AND ALL CHANGES TO THE DRAWINGS AND SPECIFICATIONS HEREIN WITHOUT EXCEPTION.
5. NON STRUCTURAL FRAMING REQUIREMENTS ARE NOT SPECIFIED ON STRUCTURAL DRAWINGS. SEE ARCHITECTURAL DRAWINGS FOR ANY ADDITIONAL FRAMING REQUIRED.
6. CONTRACTOR SHALL ASSURE THAT ALL PRODUCTS AND HARDWARE ARE USED PER MANUFACTURER'S RECOMMENDATIONS.
7. CONTRACTOR SHALL PROVIDE NAME OF AN APPROVED FABRICATOR OR ICC EVALUATION REPORT FOR STEEL ROOF JOISTS, STEEL FLOOR JOISTS, AND STEEL DECKING TO BUILDING OFFICIAL FOR APPROVAL PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL PROVIDE NAME OF AN APPROVED FABRICATOR FOR ALL FABRICATED STRUCTURAL COMPONENTS TO BUILDING OFFICIAL FOR APPROVAL PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL PROVIDE NAME OF AN APPROVED SPECIAL INSPECTION AGENCY AND QUALIFICATION OF INDIVIDUAL TO BUILDING OFFICIAL FOR APPROVAL PRIOR TO CONSTRUCTION.
10. ALL LANDSCAPING AROUND THE HOME MUST BE GRADED AWAY FROM THE HOME AT A MINIMUM GRADE OF 5% FOR THE FIRST 10 FEET OR AS FAR AS POSSIBLE TO MINIMIZE WATER INFILTRATION INTO THE SUBGRADE.

MICROPILE FOUNDATION AND FLAT WORK NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL RECOMMENDATIONS IN THE PROJECT SOILS REPORT#:
   AGEC PROJ. NO. 2201672 DATED APRIL 15, 2022.
   MICROPILE DESIGN PARAMETERS:
   MICROPILE GROUT COMPRESSIVE STRENGTH: f'c= 6000 PSI
   GROUT SPECIFIC GRAVITY RANGE 1.8 TO 1.9
   ACTIVE ZONE DEPTH = 10'-0".
   -REFER TO GEOTECHNICAL REPORT FOR SOIL FRICTION VALUES.
2. DRILLED MICROPILE HOLES SHALL BE PROPERLY CLEANED OF ALL LOOSE SOIL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING CONCRETE.
3. THE GEOTECHNICAL ENGINEER SHALL BE PRESENT DURING DRILLING OF THE MICROPILE AND SHALL VERIFY THAT SOILS ARE AS ANTICIPATED AT THE BOTTOM OF THE DRILLED HOLE.
4. CONCRETE SHALL BE PLACED IN THE MICROPILE THE SAME DAY THEY ARE DRILLED. IF CAVING OCCURS OR WATER ENTERS THE MICROPILE HOLES, CONCRETE MUST BE PLACED WITH A TREMMIE IMMEDIATELY AFTER THE MICROPILE HOLE DRILLING IS COMPLETED. FAILURE TO PLACE CONCRETE THE DAY OF DRILLING MAY REQUIRE REDRILLING FOR ADDITIONAL BEDROCK PENETRATION.
5. MICROPILE REINFORCING SHALL BE ASTM A615 GRADE 60 DEFORMED REINFORCING BARS UNLESS NOTED OTHERWISE.
6. CENTRALIZERS SHALL BE USED ON THE STEEL REINFORCING BAR AT APPROXIMATELY 8'-0" O.C. SPACING TO ENSURE APPROPRIATE GROUT COVER ON THE REINFORCING.
7. CONCRETE MICROPILE SHALL BE PLACED IN ONE POUR TO THE REQUIRED ELEVATIONS (BOTTOM OF GRADE BEAMS) SO NO CONSTRUCTION JOINTS ARE PRESENT IN THE MICROPILE.
8. CARE SHOULD BE TAKEN TO ASSURE DRILLED PIERS ARE NOT MUSHROOMED AT THE GROUND SURFACE.
9. GROUT SHALL BE PLACED WITH A TREMMIE EXTENDED TO NEAR THE BOTTOM OF THE DRILL HOLE TO ENSURE THE DRILL HOLE IS FILLED WITHOUT VOIDS. WATER TO CEMENT RATIO SHALL BE VERIFIED DURING CONSTRUCTION USING A GROUT SCALE. TO VERIFY THE GROUT HAS A SPECIFIC GRAVITY OF 1.8 GROUT VOLUME MUST BE RECORDED FOR EACH MICROPILE CONSTRUCTED.
10. CONTRACTOR TO FOLLOW ALL RECOMMENDATIONS IN THE PROJECT GEOTECHNICAL REPORT FOR SURFACE DRAINAGE, SUBSURFACE DRAINAGE, AND GRADING OF LOT AND AREAS AROUND THE STRUCTURE.
11. LAP CONTINUOUS REINFORCING BARS WITH CLASS B LAP SPLICE ACCORDING TO CONCRETE LAP SPLICE SCHEDULE. HOOK DISCONTINUOUS ENDS OF ALL TOP BARS WITH ACI STANDARD HOOKS.
12. REINFORCING COVER SHALL BE AS FOLLOWS:
    CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH (EXCEPT SLABS).....3"
    CONCRETE EXPOSED TO EARTH OR WEATHER BUT PLACED IN FORMS.....2"
    CONCRETE SLABS.....IN CENTER OF SLAB

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PROJECT NAME
SOLEIL RIDGE ROCKFALL FOUNDATION

PROJECT ADDRESS
ST. GEORGE, UTAH

PROJECT NUMBER
22113

CLIENT
AGEC

NO.	REVISION
1	
2	
3	
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5	
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11	
12	

JEFF M. HEDMAN #5309805 STATE OF UTAH 6/16/22

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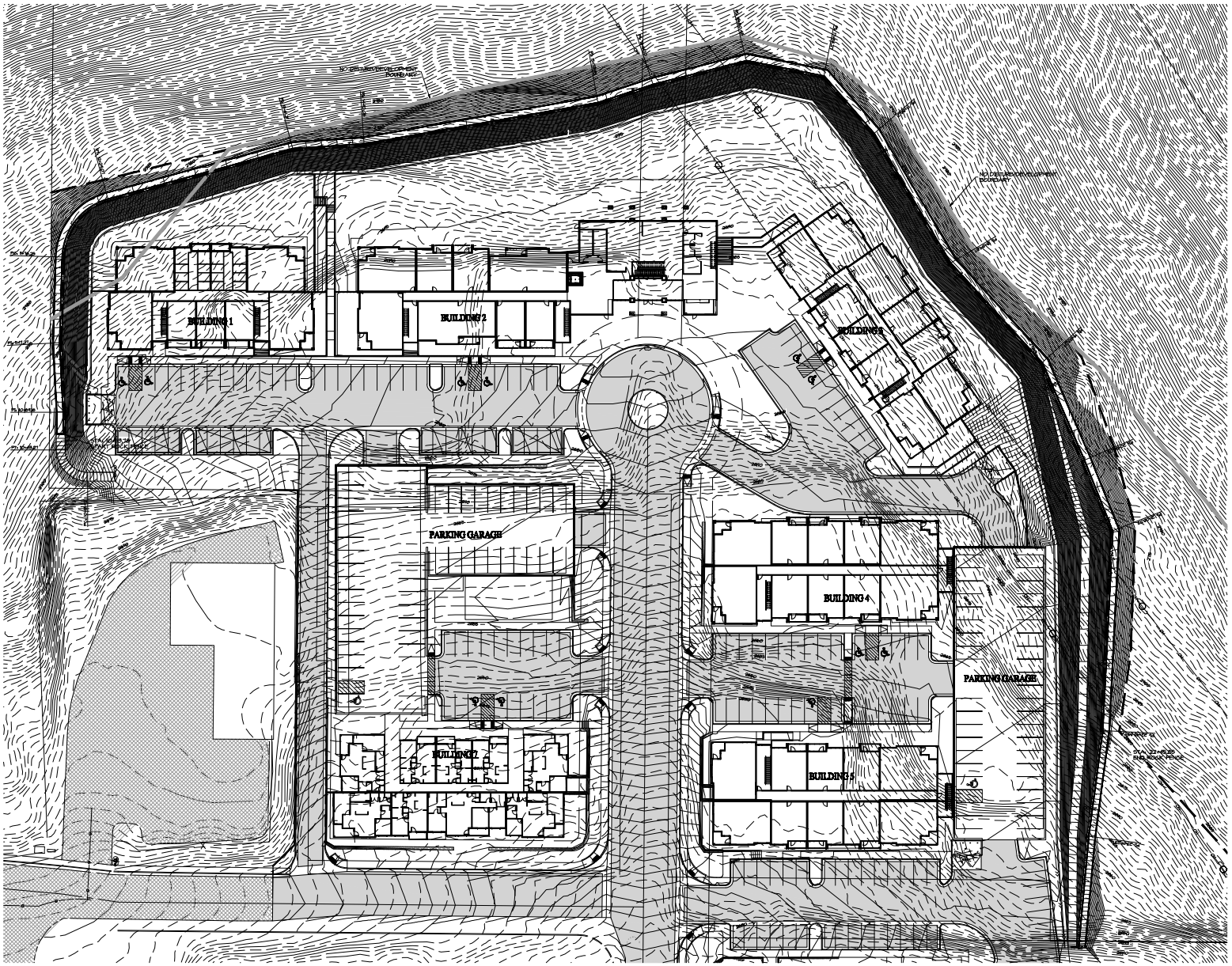
RDB

SHEET TITLE
PROJECT NOTES AND SPECIFICATIONS

SHEET
S0.0



HEDMAN ENGINEERING

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NO.	REVISION
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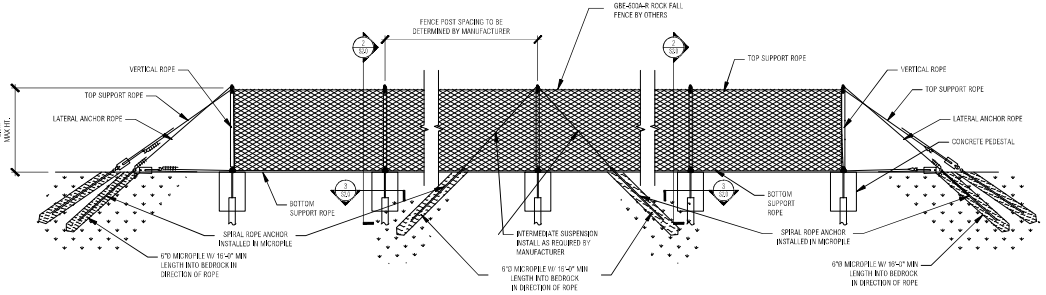
REGISTERED PROFESSIONAL ENGINEER
#5308035
JEFF M. HEDMAN
STATE OF UTAH

DRAWN BY:
RDB

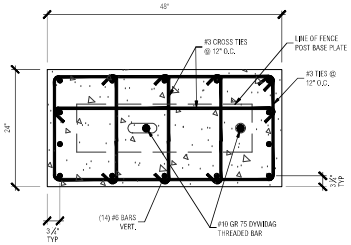
SHEET TITLE
SITE PLAN

SHEET
S1.0



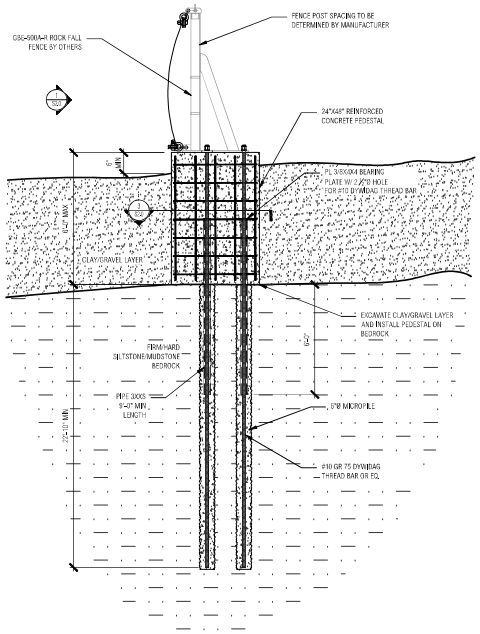
1 S2.0 ROCK FALL FENCE TYPICAL ELEVATION

SCALE: NTS



3 S2.0 REINFORCED CONCRETE PEDESTAL

SCALE: 1"=1'-0"



2 S2.0 ROCK FENCE POST FOUNDATION PLAN

SCALE: 3/8"=1'-0"

HEDMAN ENGINEERING
PHONE: (435) 627-1717 FAX: (435) 627-1718
EMAIL: JEFF@HEDMANENGINEERING.COM

THESE PLANS ARE NOT VALID UNLESS SIGNED AND SEALED BY A LICENSED ENGINEER. ALL DRAWINGS AND DESIGNS INDICATED HEREON ARE THE PROPERTY OF HEDMAN ENGINEERING AND SHALL NOT BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN CONSENT OF HEDMAN ENGINEERING.

PROJECT NAME
SOLEIL RIDGE ROCKFALL FOUNDATION

PROJECT ADDRESS
ST. GEORGE, UTAH

PROJECT NUMBER
22113

CLIENT
AGEC

NO.	REVISION
1	
2	
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11	
12	

DRAWN BY:
RDB

SHEET TITLE
FOUNDATION PLAN

SHEET
S2.0

EXHIBIT F

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

Parcel No. _____

ATTAINABLE HOUSING AGREEMENT

This Attainable Housing Agreement (the "Agreement") is made by and between Soleil Ridge Partners, LLC, a Utah limited liability company (herein "Developer"), and the City of St. George, a municipal corporation and political subdivision of the State of Utah (herein "City") and shall be effective as of the last date of signature below ("Effective Date"). Developer and the City are each referred to below as a "party" and collectively as the "parties."

RECITALS

A. Developer is the owner of certain real property located in St. George, Utah, identified as Soleil Ridge (the "Property"), a multi-family residential project which contains seven (7) attainable housing units ("Unit" or "the Units").

B. In conjunction with this Agreement, the City has approved a Development Agreement ("DA") with the condition that four (4) of the Units be rented at a rental rate that is affordable to households earning 80% or below of the Area Median Income for St. George Utah MSA[4] ("AMI"), and three (3) Units rented at a rental rate that is affordable to households earning 60% or below of the AMI.

C. The City further requires that Developer enter into this agreement with the City to establish qualifications for and conditions of use of the Units and to monitor compliance of the Units;

AGREEMENT

NOW THEREFORE in consideration of the terms and conditions set forth hereinafter, it is agreed as follows:

1. **Definitions**:

1.1 "**Area Median Income (AMI)**": AMI, calculated annually by HUD, is the "middle" number of all of the incomes in St. George, Utah, with 50% of individuals in the metro St. George area making more than that amount, and 50% making less than that amount. For purposes of this Agreement, AMI shall be rounded to the nearest tenth (for example, if the calculated AMI is 64%, it

[4] FY 2022 MTSP IL Documentation System -- Summary for St. George, UT MSA (huduser.gov)

shall be rounded down to 60%; if the calculated AMI is 65%, it shall be rounded up to 70%, and so forth).

1.2 "**Next Available Unit Rule**" means, in order to maintain the required number of Units aet all times, whenever there are fewer Units available than required under this Agreement, the next market rate unit of the same or larger size that becomes vacant will be designated and made available for lease as the appropriate Unit as applicable.

2. **Income Qualifications**: Units may be rented to individuals or households based upon the tables shown in Exhibit A to this Agreement, which tables shall be updated annually and agreed to by the City. In addition to the income qualifications, allowed rental rates and Waterfall requirements (Section 5 below) shall be reviewed annually to ensure compliance and continued qualification.

2.1 Process: Income qualification shall adhere the following process:

a. Determine the number of adults and children (all household members) to occupy the available Unit.

b. Collect either 1040 Federal Tax Returns for the most recent year (or "transcript of tax returns" issued by the Internal Revenue Service) or current pay stub for all household members generating income.

c. Add together the adjusted gross income for all household members to determine the total household income.

d. Review Exhibit C to determine whether total household income is greater or less than the income of a family of the same size earning 80% AMI.

2.2 "Over" Income: When the income of any household within a Unit exceeds 100% of the current AMI, the Unit shall be converted into a market rate unit with no rental price restrictions and another Unit or Units shall be made available for rental under this Agreement to ensure the required seven (7) Units are in use.

3. **Maximum Permitted Rents**: The maximum permitted rents shall be based on the household size, the household size's gross income and the number of bedrooms in the unit. Permitted monthly rents shall not exceed those found in the table in Exhibit A to this Agreement. Household size corresponds to the number of bedrooms in the Units as follows:

· Studio unit: use the income limit for a one-person household.
· One-bedroom unit: use the income limit for a two-person household.

- Two-bedroom unit: use the income limit for a three-person household.
- Three-bedroom unit: use the average income limit for a four person household

3.1 The maximum permitted rental amount shall be inclusive of the following:

a. Use and occupancy of the Unit and the associated land and facilities;

b. Any separately charged fees and service charges assessed by Developer, which are required by all tenants but does not include security deposits;

c. Unless subject to Section 4 below, utilities including garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels but not to include telephone service, cable television, or high-speed modem; and

d. Possessory interest taxes or other fees and charges assessed for use of the associated land and facilities by a public or private entity other than Developer.

4. **Utility Allowance**: If the Unit tenant separately pays all or some of the utilities, fees, or costs which are to be included in the Maximum Permitted Rent, an allowance shall be determined annually by the St. George Housing Authority, and maximum rents identified in Exhibit A to this Agreement shall be reduced by the amount of the allowance. The allowance shall initially be determined by a qualified third-party rater who shall estimate charges for garbage collection, sewer, water, electricity, gas and other heating, cooking, and refrigeration fuels as well as any applicable fees for each Unit based upon a complete set of building plans presented to him or her by Developer. The City shall approve the third-party rater and the allowance. In subsequent years, commencing in the year following the first complete year of occupancy, Developer shall provide copies of actual billings for utility providers and actual fees for at least five occupied Units of varying size to the City so that a new annual utility allowance can be determined and set.

5. **Employment Priorities (Waterfall Provision)**: It is the public policy of the City to house employees as close to the workplace as possible, thereby reducing traffic and congestion. Since Developer is providing on-site attainable housing, occupancy of such housing shall be on a priority basis as follows:

a. First Priority: Individuals and households meeting income limits with at least one person employed by a business located within the City.

b. Second Priority: Individuals and households meeting income limits with at least one person employed at a business located within Washington County.

c. Third Priority: Individuals and households meeting income limits.

6. **Marketing.** Developer will prepare and implement a marketing plan for the Units ("Marketing Plan") which complies with the applicable Waterfall Provisions (defined below) and is approved by the City.

7. **Reporting and Compliance**: Developer shall provide a monthly rent roll showing each tenants' name, Unit occupied, rent charged, household gross income, name and location of employment, term of lease and other information related to eligibility annually and as may be requested by the City from time-to-time. All lease terms shall be for a minimum of ninety (90) days or more. Use of any Unit for nightly or short-term (less than 90 days) rental is strictly prohibited. The City shall have the right to audit Developer's tenant files at least annually upon ten days advanced written notice to Developer.

8. **Monitoring and Stewardship Fee**: Commencing at the time the first certificate of occupancy is issued and annually thereafter Developer shall pay the sum of $500.00 to the City as a monitoring and stewardship fee. The amount shall increase 3% annually thereafter without notice and continuing until expiration of the DA.

9. **Parking**: Each Unit shall comply with City parking standards.

10. **Condominium Conversion**: In the event Developer desires to convert the Units to for-sale condominiums, this Agreement shall be amended and a deed restriction for each converted Unit shall be required to preserve the housing as attainable.

12. **Exhibits**: The parties understand and agree that Exhibit A to this Agreement are based upon 2022 HUD AMI which is annually updated by the Department of Housing and Urban Development and as such Exhibit A shall be amended annually to reflect changes in AMI and maximum permitted rents.

13. **Term**: The term of this Agreement shall be the same as the DA.

14. **Recordation of Agreement**: Upon execution, this Agreement shall be recorded as an exhibit to the DA in the office of the Recorder of Washington County, Utah.

15. **Notices**: All notices required to be sent under this Agreement shall be sent to:

City:

City Manager
St. George City Hall
175 East 200 North
St. George, Utah 84770

Developer:

Soleil Ridge Partners, LLC
Attn: Matthew Smoot
710 Brentwood Lane
North Salt Lake, Utah 84054

With a copy to:

City Attorney
St. George City Hall
175 East 200 North
St. George, Utah 84770

With a copy to:

Matthew J. Ence
Snow Jensen & Reece, PC
912 West 1600 South, Suite B200
St. George, UT 84770

16. **Entire Agreement**: This Agreement represents the entire agreement between the parties and shall only be amended or modified by a written agreement signed by the parties hereto.

17. **Binding Agreement**: This Agreement shall be binding upon the successors and assigns of the parties hereto. Either party may assign its rights and obligations under this Agreement with 30-days advance written notice to the other party.

18. **Violations and Breach**: Any violation of the provisions of this Housing Agreement may be considered a breach of the Development Agreement, and/or a violation of City Code, Title 10 and may be subject to a civil penalty of up to $750.00 per day for each violation.

IN WITNESS WHEREOF, the parties have caused duplicate originals of this Agreement to be signed by the parties' respective duly authorized officers.

CITY OF ST. GEORGE

Attest:

_____
Michele Randall, Mayor

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Jami R. Brackin, Deputy City Attorney

EXHIBIT F

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____day of _____, 2023, personally appeared before me Michele Randall who being duly sworn, did say that she is the Mayor of St. George City and the foregoing instrument was signed on behalf of the City for the uses and purposes set forth herein.

_____
Notary Public

EXHIBIT F

SOLEIL RIDGE PARTNERS, LLC

_____
By:
Its:

Approved as to form:

_____
Attorney for Soleil Ridge Partners, LLC

STATE OF UTAH)
ss.
COUNTY OF WASHINGTON)

On the _____day of _____, 2023, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of Soleil Ridge Partners, LLC, and the foregoing instrument was signed on behalf of said company for the uses and purposes set forth herein.

_____
Notary Public

EXHIBIT A TO THE HOUSING AGREEMENT

2022 INCOME QUALFICATION TABLE[5]

St George AMI = $83,900	50% AMI	60% AMI	70% AMI	80% AMI	100% AMI
1 person	$29,050	$34,860	$40,670	$46,480	$58,730
2 person	$33,200	$39,840	$46,480	$53,120	$67,120
3 person	$37,350	$44,820	$52,290	$59,760	$75,510
4 person	$41,450	$49,740	$58,030	$66,320	**$83,900**
5 person	$44,800	$53,760	$62,720	$71,680	$90,612
6 person	$48,100	$57,720	$67,340	$76,960	$97,324

2023 MAXIMUM PERMITTED MONTHLY RENTS INCLUDING UTILITIES BY MEDIAN INCOME
(AMI*30%/12)

Number of Bedrooms	Household Size	50% AMI	60% AMI	70% AMI	80% AMI	100% AMI
0	1	$726.25	$871.50	$1,016.75	$1,162.00	$1,468.25
1	2	$830.00	$996.00	$1,162.00	$1,328.00	$1,678.00
2	3	$933.75	$1,120.50	$1,307.25	$1,494.00	$1,887.75
3	4+	$1,036.25	$1,218.50	$1,450.75	$1,658.00	$2,097.50

[5] FY 2022 MTSP IL Documentation System -- Summary for St. George, UT MSA (huduser.gov)

Agenda Date: 07/20/2023 **Agenda Item Number:** 11

Subject:

Consider approval of a Hillside Development Permit to allow a 224 unit, multi-family project on approximately 19.72 acres, located west of the 900 South and 250 West intersection, to be known as the Soleil Ridge Apartments, with conditions from Planning Commission. Case No. 2021-HS-007

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Josh Lyon

Reference Number: 2021-HS-007

Address/Location:

The property is located west of the 900 South and 250 West intersection

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

The Hillside Review Board held a public meeting on August 18, 2021 and the Planning Commission held a public meeting on June 27, 2023 and recommended approval of the application with a 6-0 vote, with conditions.

Staff Narrative (need/purpose):

The hillside permit request in its current for was first heard by the Hillside Review Board in August of 2021. After it reached Planning Commission, several questions about the rockfall adjacent to the proposed project. The applicant is proposing a fencing component that is new to the city (see Exhibit H attached to this staff report). Staff has worked with the applicant to create a development agreement that will allow the use of this fencing which is being reviewed separately but in conjunction with this permit and a zoning map amendment. A hillside development permit is required for this project.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Hillside Review Board held a public meeting on August 18, 2021 and the Planning Commission held a public meeting on June 27, 2023 and recommended approval of the application with a 6-0 vote, with the following conditions:1.They need a detailed final Geotechnical Report that addresses the rockfall mitigation plan, provides the slope detail on maximum stable slopes and protection against erosion or disturbance. 2.They address the mapped landslide on the south side of the project if its actually on the project or not. 3.The drainage be accounted for at the top of these rock disturbed area and sloped walls.4.A provision must be provided to clean out the drainage at the bottom of the walls so those dont get clogged up and not function all the time. 5.A provision to maintain unravelling of the slopes and have access to the slopes should that condition occur. 6.We recommend that they look at building three and try to either steepen the slope or adjust the location of the building so that the disturbance line behind building three matches the existing disturbance line or closely matches the disturbance line.

St.George
Community Development

Hillside Permit

HILLSIDE REVIEW BOARD AGENDA REPORT: **08/18/2021**
PLANNING COMMISSION AGENDA REPORT: **09/28/2021 (Continued)**
PLANNING COMMISSION AGENDA REPORT: **06/13/2023 (Continued)**
PLANNING COMMISSION AGENDA REPORT: **06/27/2023**
CITY COUNCIL AGENDA REPORT: **07/20/2023**

HILLSIDE DEVELOPMENT PERMIT
Soleil Ridge
Case No. 2021-HS-007

Request: Consider approval of a Hillside Development Permit for "Soleil Ridge"

Location: The property is generally located west of Bluff Street at approximately 300 West and 900 South.

Proposed: The property is proposed to be developed into a multi-family residential project.

2023 Update: The hillside permit request in its current for was first heard by the Hillside Review Board in August of 2021. After it reached Planning Commission, several questions about the rockfall adjacent to the proposed project. The applicant is proposing a fencing component that is new to the city (see Exhibit H attached to this staff report). Staff has worked with the applicant to create a development agreement that will allow the use of this fencing which is being reviewed separately but in conjunction with this permit and a zoning map amendment.

Background: The City Council has approved a number of amendments to change a portion of OS (Open Space) and COM (Commercial) land use designations to HDR (High Density Residential) and areas of OS (Open Space) to COM (Commercial). The applicant intends to submit a zone change application after the hillside permit process. The applicant will need to submit all requirements for the zone change prior to being put on an agenda.

Owner: Soleil Ridge Partners, LLC

Applicant: Wasatch Commercial Builders

Geological Hazards: AGEC has provided a letter dated January 6, 2020, titled "Geological Hazard Assessment" and it was submitted with the hillside application. The hazards discussed in the letter include: 1) Rockfall Evaluation, 2) Landslide Evaluation, 3) Debris Flow, and 4) Fault Rupture

Geotech: Produced by AGEC, July 1, 2020, is attached to this report.

Drainage: A preliminary drainage study prepared by Rosenberg Associates and dated July 27, 2021; Job # 191258 was submitted with the hillside application.

Current Zoning: The current zoning on the property is primarily C-2. There is a small sliver of OS (Open Space) designated at the top of the bluff as well. Now that the General Plan amendment was approved by council, zoning will have to be changed in the future to conform to how the applicant would like to develop the property.

General Plan: The General Plan Land Use Map is HDR and Open Space.

Area: The area is just approximately 16 acres.

Surrounding: The surrounding properties to the south and east are commercial businesses. Properties to the north and west are currently undeveloped hillside.

Powers & Duties: Section 10-13A-8(B)(1) of the "Hillside Review Board Powers and Duties" states that the hillside board can make recommendations to "adopt, modify or reject a proposal" to the Planning Commission (PC).

Permit required: Section 10-13A-7 requires that all major development (i.e., cut greater than 4', etc.) on slopes above 20% requires a 'hillside development permit' granted by the City Council upon recommendation from the Hillside Review Board and the Planning Commission.

Applicable Ordinance(s):
(Selected portions)

10-13A-1: Density and Disturbance Standards

A. The hillside development overlay zone (HDOZ) limits development densities and provides specific development incentives to transfer underlying zone densities from hillsides (sending areas), to less steep slopes or more safe development areas (receiving areas), within a development.

Percent Natural Slope	Dwelling Units (DU) / Acre
0-19	See underlying zone
20-29	2 DU/acre provided the units are clustered on 30 percent (30%) or less of the land area within this slope category. 70 percent of this slope category shall remain undisturbed. The 70 percent area is based upon the overall area/development rather than per lot. Also see subsections A1, A2, and A3 of this section.

30-39	1 DU/10 acres provided no more than 5 percent (5%) of the site is disturbed, and 95 percent of the site remains undisturbed. If the cumulative area is at least 1 acre but less than 10 acres, the cumulative area shall be allowed 1 DU.
40	Development is not permitted (0%), **except** as provided for in subsection A2 of this section.

10-13A-2: Slope and Slope Areas Determined

A. Slope shall be determined for each significant portion of a development parcel.

B. *Procedure:* The applicant shall map the location of the natural slope by using the following procedure:

1. *Preparation of Contour Maps:* The applicant shall submit an accurate, current contour map, prepared and certified by a licensed professional engineer or surveyor, which shows all land contours at intervals no greater than five feet (5'), drawn at a one-inch equals one hundred feet (1" = 100') scale maximum.

2. *Verification through Field Surveys:* The city engineer or designee may require the applicant to submit a field survey to verify the accuracy of the contour map.

C. *Determination of Slope Areas:* Using the contour map, natural slopes shall be calculated using points identified as natural slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%), and shall be located on the contour map and connected by a continuous line. That area bounded by said lines and intersecting property lines shall be used for determining project density. Small washes or outcrops, which have slopes distinctly different from surrounding property, and are not part of the contiguous topography, may be excluded from the slope determination.

Staff Comments: The Hillside Review Board and Planning Commission has recommended approval of the hillside permit. The permit request now advances forward to the City Council (CC) for approval or denial.

1. Hillside Permit - A hillside permit is required per ordinance and the HSRB will make recommendations to the PC & CC.
2. Zoning – Currently the zoning is C-2 and OS, but the applicant will have to approach the city council with a zone change request in order to proceed with the development.
3. Development – It's proposed to grade the area as presented.
4. Geotechnical Investigation – All earthworks shall comply with the recommendations and mitigations presented in Geotech Report.

5. Drainage – Drainage shall comply with the Drainage Study by Rosenberg Associates dated July 27, 2021.
6. Grading Permit - If approved, the applicant will work with staff for submittal of a Grading Permit with the required accompanying civil engineering plan set (for plan review).

Example Motion: I move we approve the Soleil Ridge Hillside Permit as recommended by the Hillside Review Board (HSRB) and Planning Commission along with the conditions from the HSRB.

HSRB Conditions: The Hillside Review Board held a public meeting on August 18, 2021, and the Planning Commission on June 27, 2023 regarding this request and issued a recommendation for approval with the following conditions:

1. They need a detailed final Geotechnical Report that addresses the rockfall mitigation plan, provides the slope detail on maximum stable slopes and protection against erosion or disturbance.
2. They address the mapped landslide on the south side of the project if it's actually on the project or not.
3. The drainage be accounted for at the top of these rock disturbed area and sloped walls.
4. A provision must be provided to clean out the drainage at the bottom of the walls so those don't get clogged up and not function all the time.
5. A provision to maintain unravelling of the slopes and have access to the slopes should that condition occur.
6. We recommend that they look at building three and try to either steepen the slope or adjust the location of the building so that the disturbance line behind building three matches the existing disturbance line or closely matches the disturbance line.

Exhibit A

Applicant Narrative

SOLEIL RIDGE

A Planned Luxury Apartment Community at 250 West 900 South, St. George, Utah

1.0 INTRODUCTION

Soleil Ridge, a luxury community located in the epicenter of the City of St. George, Utah. Designed to provide a premium living experience for Southern Utah's growing population that encompasses apartments homes and best-in-class amenities. Nestled at the base of Tech Ridge, Soleil Ridge features eco-friendly solar powered resources that offsets the impact on the community. The property meets the growth demands of the area by creating housing for the up-and-coming Tech Ridge development with 223 multi-family units.

The total property area is approximately 19.2 acres, of which it is anticipated that approximately 9.3 acres will be developed with this project. This leaves approximately 9.9 acres of the property undeveloped, most of which is in hillside areas.

2.0 USE OF LAND

2.1 Historic Use

The property was originally subdivided into blocks and lots in 1946 as the Worthen Subdivision. This subdivision was later amended and extended as the 1948 Addition to Worthen Subdivision and extended again in 1955. The lots were sold off and used primarily for corrals and sheds. Lots were graded and terraced to accommodate these uses. There is evidence of much activity and disturbance to the area as shown in 1965 and 1974 aerial photos. Refer to the appendix at the end of this narrative for these exhibits.

2.2 Existing Ground Slope Breakdown

Rosenberg Associates generated a slope analysis map utilizing Autodesk AutoCAD software programs, following the requirements outlined in the City of St. George Municipal Code, Chapter 13A, also known as the "Hillside Ordinance". The ordinance requires that slope maps show areas with the following slope categories:

- Flatter Terrain: Includes all terrain area within the property that has a slope equal to or less than 20%.
- Twenty-Thirty Percent (20-30%): Includes all natural terrain areas within the property that has a slope greater than 20%, but equal to or less than 30%.
- Thirty-Forty Percent (30-40%): Includes all natural terrain areas within the property that

has a slope greater than 30%, but equal to or less than 40%.

- Forty Percent (40%): Includes all natural terrain areas within the property that has a slope greater than 40%.

The slope analysis summary in Table 1 is based on the existing slopes with the terraced areas being broken out separately. Areas are summarized in Table 1:

TABLE 1 – SUMMARY OF EXISTING GROUND SLOPE MAP

CATEGORY	MIN SLOPE	MAX SLOPE	AREA	
Flatter Terrain	Flat	20.00	251,342 sq ft	5.77 acres
Twenty-Thirty Percent (20-30%)	20.01%	30.00%	67,083 sq ft	1.54 acres
Thirty-Forty Percent (30-40%)	30.01%	40.00%	71,003 sq ft	1.63 acres
Forty Percent (40%)	40.01%	Vertical	346,739 sq ft	7.96 acres
Terrace Slopes	40.01%	Vertical	96,704 sq ft	2.22 acres

This property was previously presented to the Hillside Review Committee in the summer of 2020 as *The Cove*. As part of that review, a previously disturbed hillside line was established. Using the previously disturbed line with the assumption that area west of the line is natural slopes and area east of the line is disturbed non-natural slopes, a slope analysis was prepared. The slope analysis summary in Table 2 shows disturbed slope areas as a separately broken out area. Areas are summarized in Table 2:

TABLE 2 – SUMMARY OF EXISTING GROUND SLOPE MAP

CATEGORY	MIN SLOPE	MAX SLOPE	AREA	
Flatter Terrain	Flat	20.00	246,115 sq ft	5.65 acres
Twenty-Thirty Percent (20-30%)	20.01%	30.00%	9,583 sq ft	0.22 acres
Thirty-Forty Percent (30-40%)	30.01%	40.00%	33,541 sq ft	0.77 acres
Forty Percent (40%)	40.01%	Vertical	286,626 sq ft	6.58 acres
Previously Disturbed Slopes	20.01%	Vertical	252,213 sq ft	5.79 acres

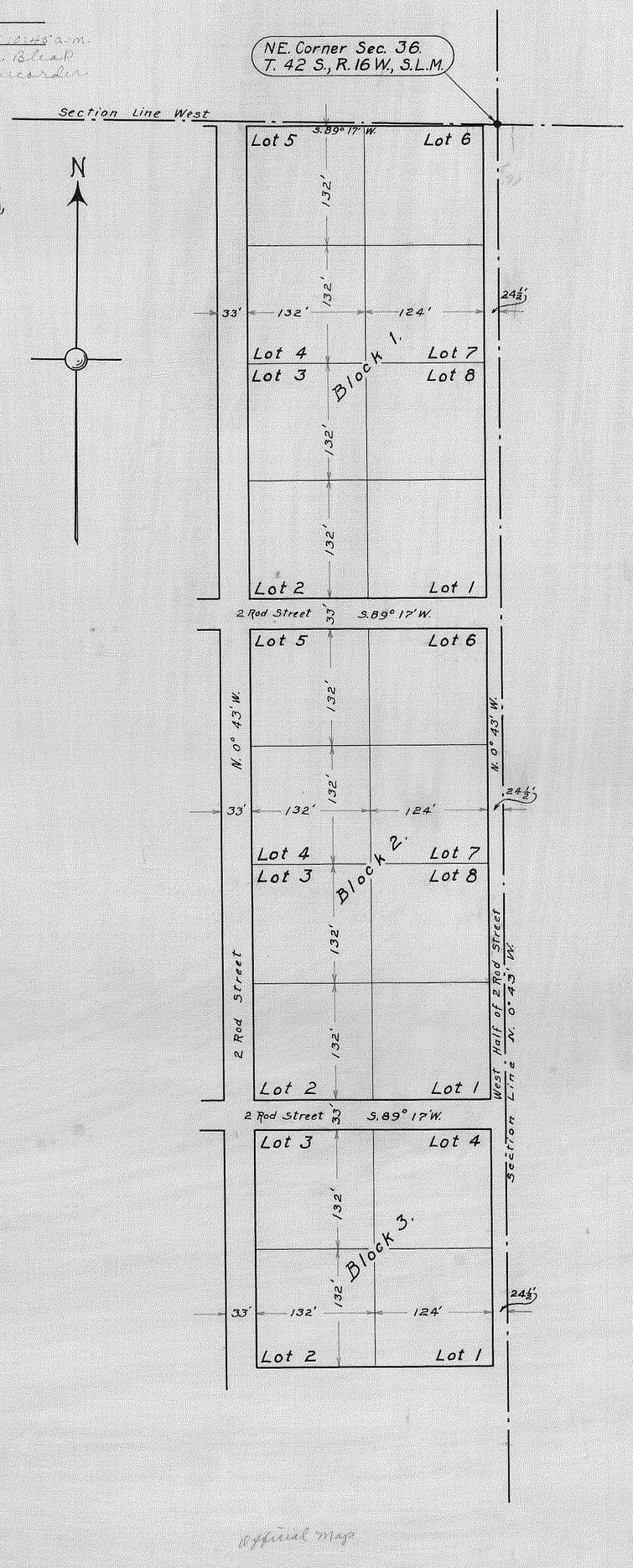
As part of the Hillside Review Application, an existing ground slope map was submitted. Refer to this map for data on proposed disturbance areas.

Entry No. 66477
Filed April 23, 1946 at 10:45 a.m.
Helen Bleak
Recorder

MAP OF
WORTHEN SUBDIVSION.

Located in the East half of the Northeast Quarter of Section 36, Township 42 South, Range 16 West, S. L. M.

Scale, 1 inch = 100 feet.



I, B. L. Kenworthy, a civil engineer, do hereby certify that this map is drawn to the designated scale from field notes of a survey made by me on the 9th day of March, 1946.

B. L. Kenworthy
Engineer.

I, Vernon Worthen, owner of the land shown in this map, do hereby approve this map and do hereby dedicate all streets shown thereon to the public use.

Vernon Worthen

State of Utah. S.S.
County of Washington.

Personally appeared before me on this 19 day of April 1946 Vernon Worthen, who duly acknowledged to me that he is the person who executed the foregoing instrument.

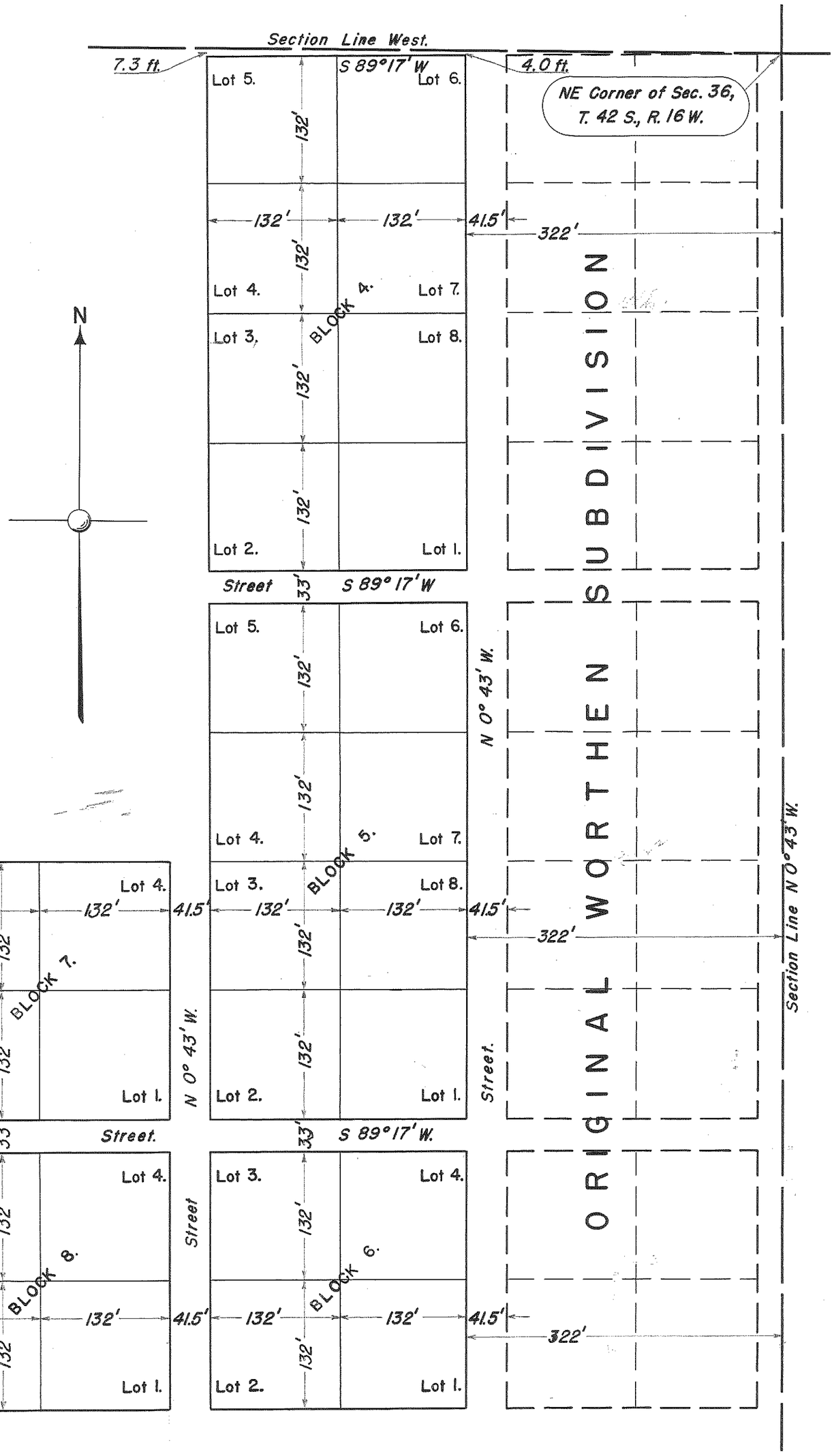
Notary Public.

Approved by action of the county commissioners of Washington County, Utah, this 9th day of April, 1946.

Evan J. Woodbury
Chairman.

Attest: Alice Pendleton
Clerk.

Official Map



I, B. L. Kenworthy, a civil engineer, do hereby certify that this map is drawn to the designated scale from the field notes of a survey made by me on the 2nd and 3rd days of January, 1948.

B. L. Kenworthy
SURVEYOR.

I, Vernon Worthen, owner of the land shown in this map, do hereby approve this map and do hereby dedicate all streets shown thereon to the public use.

Vernon Worthen

STATE of UTAH.
COUNTY of WASHINGTON. ss.

Personally appeared before me on this 6 day of February, 1948, Vernon Worthen, who duly acknowledged to me that he is the person who executed the foregoing instrument.

My Comm. Expires June 19, 1951

Maxwell Bentley
NOTARY PUBLIC.

Approved by action of the Board of Washington County Commissioners this 3rd day of February, 1948.

Attest:
Maxwell Bentley, Clerk

Evan J. Woodbury
Evan J. Woodbury, Chairman

ENTRY No. 51164
FILED February 6, 1948 5 P.M.
Helen Black
Co. Recorder

MAP
OF
1948 ADDITION TO WORTHEN SUBDIVISION
IN
E 1/2, NE 1/4, SEC. 36, T. 42 S., R. 16 W.
WASHINGTON COUNTY, UTAH.

Scale, 1 inch = 100 feet.

USGS
science for a changing world

1974

Legend

Parcels

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wilde
- 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

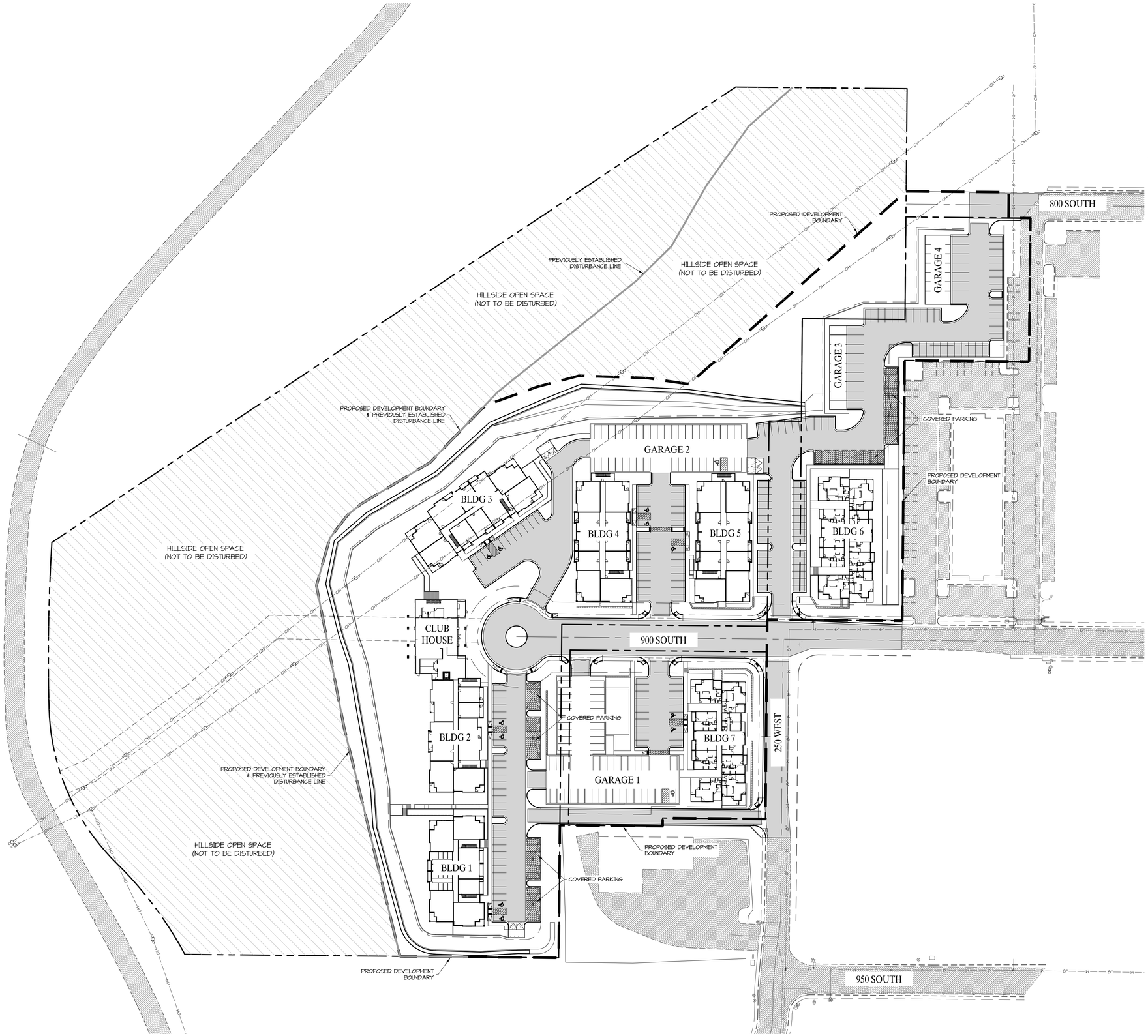
752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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.

Exhibit B

Proposed Site Plan



SITE DATA

TOTAL PROJECT AREA: 858,871 SF/19.72 AC

DEVELOPED AREA: 450,671 SF/10.34
OPEN SPACE AREA: 408,200 SF/9.38 AC

IMPROVEMENTS WITHIN DEVELOPED AREA:

BUILDING (FOUNDATION):	80,786 SF	(17.9%)
PARKING STRUCTURES & GARAGES:	35,706 SF	(7.9%)
ON-SITE HARDSCAPE:	110,902 SF	(24.6%)
(INCLUDES: PARKING, DRIVE AISLE, SIDEWALK, CURB & GUTTER)		
PUBLIC STREET:	29,038 SF	(6.4%)
LANDSCAPE:	135,178 SF	(30.0%)
CUT SLOPE:	59,076 SF	(13.2%)

LANDSCAPING CALCULATIONS

LANDSCAPE REQUIRED:
30% OF TOTAL DEVELOPED AREA: (135,203 SF)
5% OF PARKING AREA: (7,232 SF)
(PARKING LANDSCAPE INCLUDED WITHIN 30% REQUIREMENT)

LANDSCAPE PROVIDED:

DEVELOPED AREA:	126,450 SF	(28.0%)
PARKING AREA:	8,728 SF	(6.0%)

PARKING CALCULATIONS

GENERAL REQUIREMENT: 2 STALLS PER LIVING UNIT (1 MUST BE COVERED)
PLUS 1 GUEST STALL PER 3 UNITS

TOTAL LIVING UNITS: 223
REQUIRED PARKING: 520 (2.33 STALLS PER UNIT)

TOTAL A.D.A. PARKING STALLS REQUIRED (I.B.C., 2010)(501-1000): 10
TOTAL VAN ACCESSIBLE STALLS REQUIRED (I.B.C., 2010)(501-1000): 2

TOTAL A.D.A. PARKING STALLS PROVIDED: 13 (INCL. VAN)

COVERED PARKING BREAKDOWN:

SURFACE:	42
GARAGE 1 (LEVEL 1):	44
GARAGE 1 LEVEL 2):	53
GARAGE 2 (LEVEL 1):	41
GARAGE 2 (LEVEL 2):	34
GARAGE 3:	9
GARAGE 4:	7

COVERED PARKING PROVIDED: 240

TOTAL PARKING STALLS REQUIRED: 520 (2.33 STALLS PER UNIT)
TOTAL PARKING PROVIDED: 518 (2.32 STALLS PER UNIT)

N

0 60' 120'
SCALE: 1"=60'

DATE: 11/01/2021
JOB NO.: 12560-21
DESIGNED BY: FMD
CHECKED BY: RAR
DWG: PD SITE
REVISIONS
DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

SITE PLAN
FOR
SOLEIL RIDGE
ST. GEORGE, UT.

SHEET
1
1 OF 1 SHEETS

Exhibit C

Slope Map

PREVIOUSLY ESTABLISHED DISTURBANCE LINE

PREVIOUSLY ESTABLISHED DISTURBANCE LINE

PREVIOUSLY ESTABLISHED DISTURBANCE LINE

PREVIOUSLY ESTABLISHED DISTURBANCE LINE

COLOR	PERCENT NATURAL SLOPE	TOTAL ACREAGE	ALLOWED DISTURBANCE AREA/PERCENTAGE	PROPOSED DISTURBANCE ACREAGE	PROPOSED DISTURBANCE PERCENTAGE	ALLOWED DU/AC	CALCULATION (ALLOWED UNITS PER ACRE)
	0% - 20%	5.65	100% (5.65 AC)	5.65	100%	22	5.65 x 22= 124
	20.01% - 30%	0.22	30% (0.06 AC)	0.01	40.1%	2	0.01 x 2= 0
	30.01% - 40%	0.71	5% (0.04 AC)	0.01	5%	1 PER 10	>1 AC < 10 AC= 1
	40.01% & GREATER	6.58	0%	0.02	3%	0	6.58 x 0= 0
	PREVIOUSLY DISTRUBED AREA	5.79	100% (5.79 AC)	5.79	100%	22	5.79 x 22= 127
TOTALS		18.99	11.54	11.54			252 TOTAL UNITS

N

0 60' 120'

SCALE: 1"=60'

DATE: 06/23/2021
JOB NO.: 12560-21
DESIGNED BY: FMD
CHECKED BY: RAR
DWG: SLOPE MAP

REVISIONS
DATE:

ROSENBERG ASSOCIATES
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EXISTING GROUND SLOPE MAP
FOR
SOLEIL RIDGE APARTMENTS
ST. GEORGE, UTAH

STATE OF UTAH
No. 189106
ROBERT A. REID
LICENSED PROFESSIONAL ENGINEER

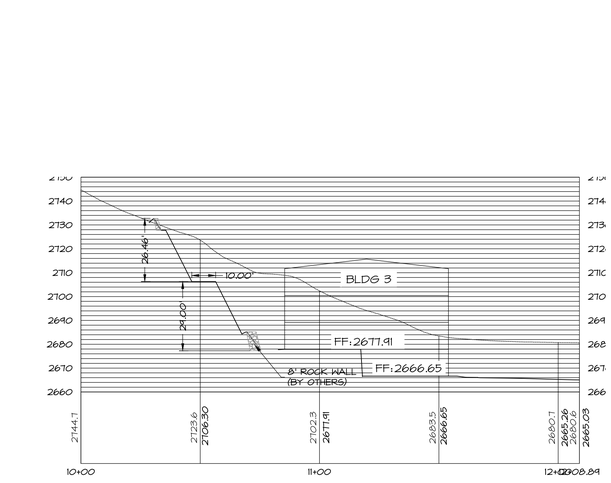
SHEET
1
1 OF 1 SHEETS

Exhibit D

Hillside Submittal Plans

SECTION 3 - PLAN VIEW

SCALE: 1" = 30'

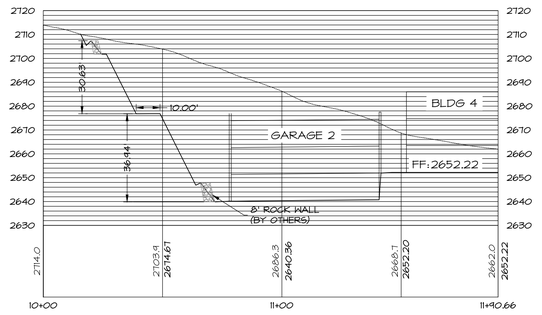


SECTION 3 - PROFILE

SCALE: 1" = 30'

SECTION 4 - PLAN VIEW

SCALE: 1" = 30'



SECTION 4 - PROFILE

SCALE: 1" = 30'

0 30' 60'

SCALE: 1"=30'

DATE: 01/21/2021
JOB NO.: 12560-21
DESIGNED BY: FMD
CHECKED BY: RAR
DWG: HILLSIDE

REVISIONS DATE:

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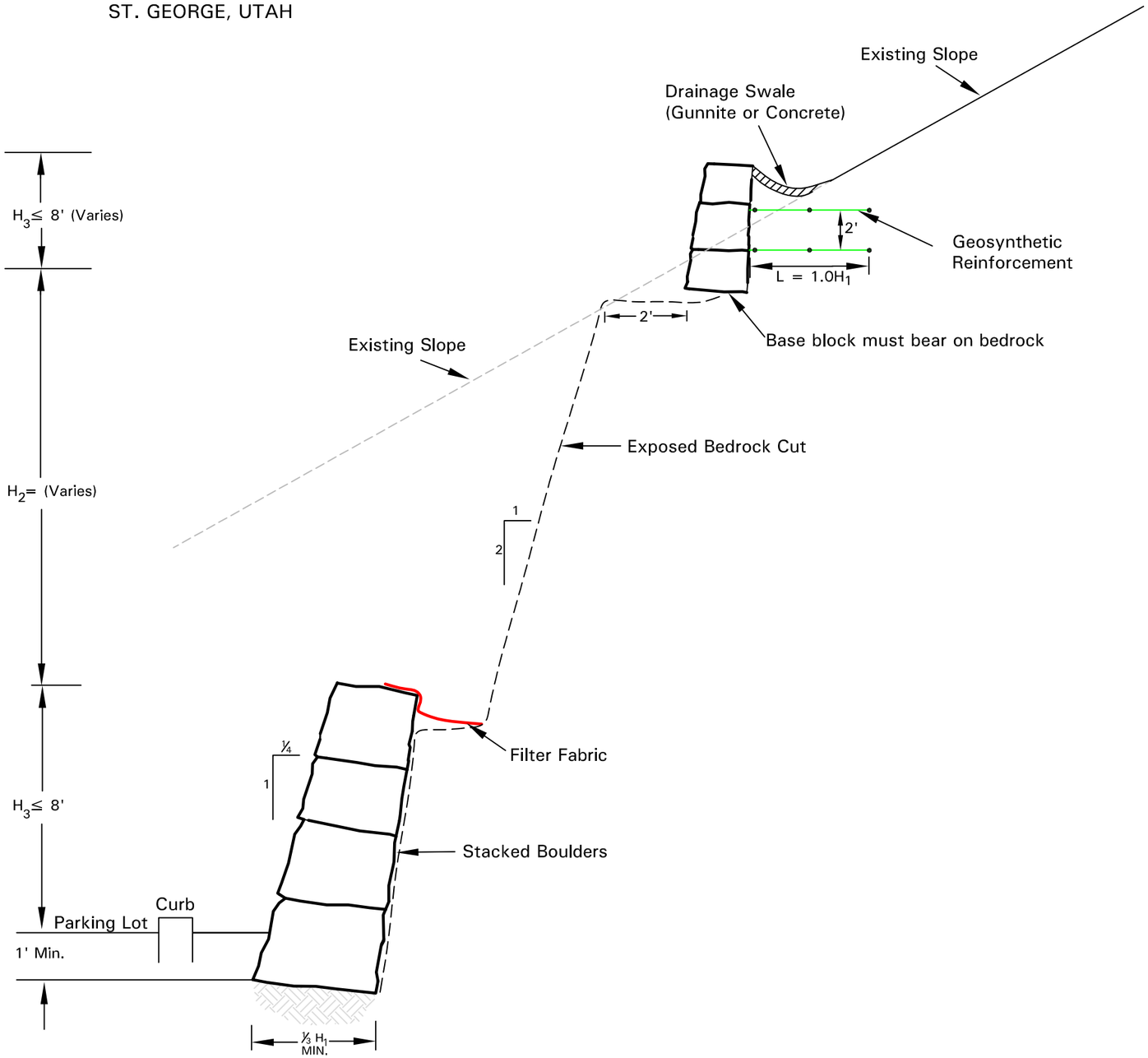
SITE CROSS SECTIONS - 2
FOR
SOLEIL RIDGE
ST. GEORGE, UT

SHEET
2
2 OF 2 SHEETS

THE COVE
ST. GEORGE, UTAH



By: G. Wayne Rogers, P.E.

2192092	AGEC	ROCKERY FACED SLOPE DESIGN	Figure 1

THE COVE
ST. GEORGE, UTAH

Geosynthetic Reinforcement Schedule ¼:1 (H:V) Slope

Top Tier Boulder Faced Fill Slope Height (ft)	Geosynthetic Reinforcement Required	* Geogrid	Geosynthetic Vertical Spacing (ft)	Grid Lengths (L)
			S_1	L_1
$H_T \leq 8$	Yes	Mirafi 5XT	1	$1.0H_T$

* Approved Equivalents - Tensar UX1500HS = Miragrid 5XT = Fortrac 80/30-20 = Macaafari WG5

Boulder Slope Construction Notes:

1. Stacked boulders should consist of durable material resistant to weathering and approved by AGEC. Boulders should typically range from 2 to 4 feet in size with boulder sizes decreasing as they are stacked. Typical materials suitable for this application include basalt, limestone and some sandstones. The on-site sandstone should be suitable.
2. The slope/boulder foundation subgrade should be cleared of vegetation, rock or other obstacles and the surface level and smooth such that depressions and humps do not exceed 6 inches.
3. The boulders placed at the base of each tier should be embedded at least 1 foot below the lowest adjacent grade.
4. The subgrade should be properly prepared by compacting to at least 95% of ASTM D-1557.
5. The boulders should be stacked no steeper than ¼:1 (H:V). Less steep slopes may be required at the engineers discretion.

Geosythetic Notes:

1. Geosynthetic reinforcement should be placed continuously in the primary strength direction. It may not be spliced in the primary strength direction.
2. The placement of the geosynthetic reinforcement should be observed by a representative of AGEC to verify the specified geosynthetic is being used and properly placed. It should be stretched by hand until taut and free of wrinkles. Individual lengths of the geosynthetic reinforcement should be overlapped at least 1 foot.
3. The filter fabric should consist of Mirafi 140N non-woven filter fabric or equivalent.

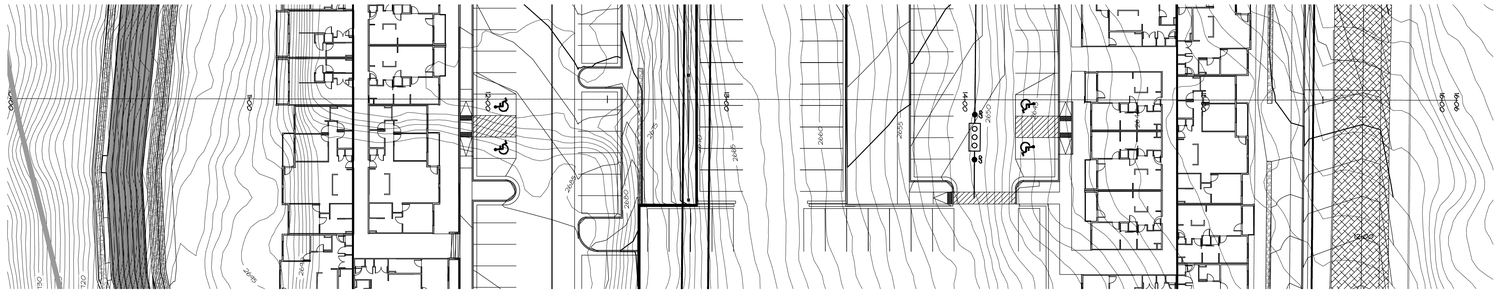
Grading Notes:

1. The onsite sand may be used as backfill.
2. Backfill placed behind boulders and in reinforced areas should be tested frequently to verify compaction is at least 95% of the maximum dry density as determined by ASTM D-1557. We recommend a testing frequency of each lift of fill placed staggered approximately every 50 lineal feet. If the fill is not properly compacted, the stability of the slope will be reduced.
3. Backfill should be placed/spread over layers of specified geosynthetic in such a way which minimizes wrinkles and/or movement of the geosynthetic. Backfill within 3 feet of the boulders should be compacted with hand compaction equipment. Rubber-tired equipment may be utilized to compact the fill without causing damage to the geosynthetic. Track-mounted equipment should not be operated directly on the geosynthetic. At least 12 inches of fill should be placed above the geosynthetic prior to operating track-mounted equipment.

By: G. Wayne Rogers P.E.

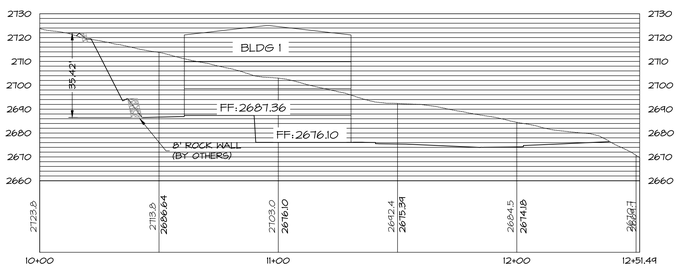
SECTION 1 - PLAN VIEW

SCALE: 1" = 30'



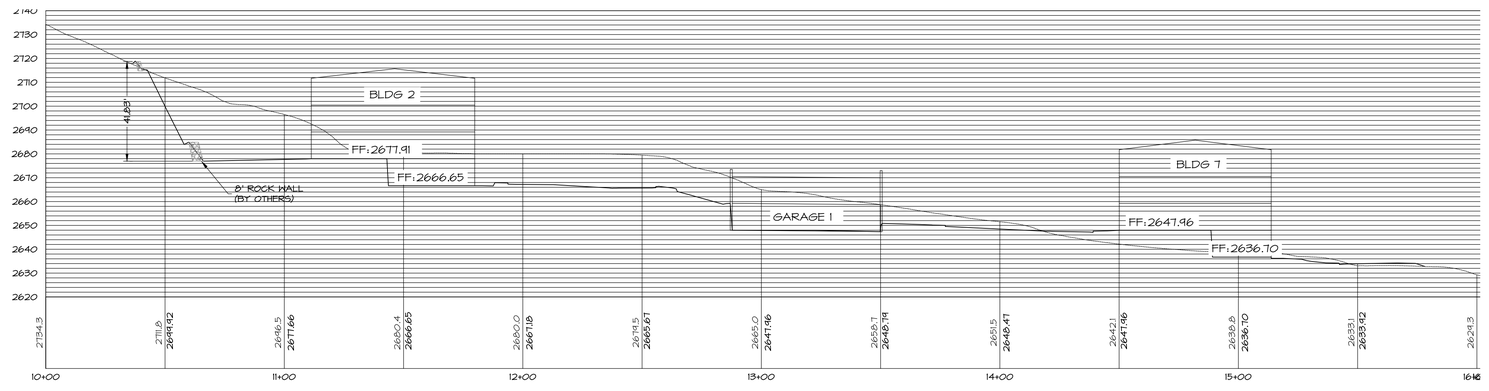
SECTION 2 - PLAN VIEW

SCALE: 1" = 30'



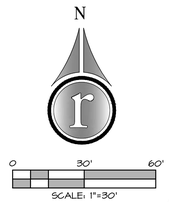
SECTION 1 - PROFILE

SCALE: 1" = 30'



SECTION 2 - PROFILE

SCALE: 1" = 30'



SCALE: 1"=30'

DATE: 01/21/2021
JOB NO.: 12560-21
DESIGNED BY: FMD
CHECKED BY: RAR
DWG: HILLSIDE

REVISIONS
DATE:

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

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SITE CROSS SECTIONS - 1
FOR
SOLEIL RIDGE
ST. GEORGE, UT

SHEET
1
1 OF 2 SHEETS

Exhibit E

Drainage Report

PLIMINARY DRAINAGE CONTROL REPORT

FOR HILSIDE REVEW
SOLEIL RIDGE APARTMENTS
St. George, Utah

Prepared For:

Wasatch Commercial Builders
1820 W Printers Row
West Valley City, Utah 84119

ROSENBERG ASSOCIATES
Project No: 12560-21

July 27, 2021

This report for the drainage design of the Soleil Ridge Apartments on 900 South Bluff Street was prepared by me (or under my direct supervision) in accordance with the provisions of the City of St. George Drainage Manual and was designed to comply with the provisions thereof. It is understood that the City of St. George does not assume liability for drainage facilities design.

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ROSENBERG ASSOCIATES
CIVIL ENGINEERS LAND SURVEYORS

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2.0 EXISTING DRAINAGE CONDITIONS 1

2.1 Existing On-Site Drainage 1
2.2 Existing Off-Site Drainage 1
2.3 Previous Drainage Studies/Related Drainage Studies 1

3.0 DEVELOPED DRAINAGE CONDITIONS 2

3.1 Developed On-Site Drainage 2
3.2 Developed Off-Site Drainage 2

4.0 HYDROLOGIC ANALYSIS 3

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4.2 Comparison of Peak Flow Values 3

5.0 PROPOSED DRAINAGE IMPROVEMENTS 4

5.1 Detention and Retention Requirements 4

6.0 CONCLUSIONS 4

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APPENDIX

Figure 1 – *Vicinity Map*
Figure 2 – *Existing Drainage Conditions*
Figure 3 – *Proposed Developed Drainage Conditions*
Figure 4 – *Excerpt from FEMA Flood Insurance Rate Map*

HEC-HMS Modeling Input Information

HEC-HMS Modeling Output Information

NRCS Soil Report

1.0 PROJECT LOCATION

The proposed study area is located near 250 West and 900 South in St. George, Utah. The site encompasses parcels SG-6-2-36-110, SG-VW-50-A-1, and SG-VW-5-6-A.

See Figure 1 – *Vicinity Map*

2.0 EXISTING DRAINAGE CONDITIONS

2.1 EXISTING ON-SITE DRAINAGE

The combined area of the properties is 19.12 total acres, of which it is anticipated that 9.29 acres will be developed with this project. The site is bound on the west side by Airport Road, to the east by 250 West St. and Red Lion Hotel (Parcel SG-VW-2-5-A), To the north by Parcels SG-6-2-36-14011 and SG-6-2-36-13312, and to the south by Parcel SG-VW-50-B and Auto Value Parts Store (Parcel SG-VW-49-C).

The site is currently undeveloped, the west portion of the site is not developable due to slopes exceeding 40%. There is evidence of previous rough grading and disturbance on the lower/east portions of the site. Current vegetation consists of grasses and small weeds and native sagebrush.

2.2 EXISTING OFF-SITE DRAINAGE

A 3-D surface was obtained of the site and immediate surrounding area for determining existing tributary drainage of the site. It has been determined that a portion of the upper mesa drains off the hill from east to west and continues onto the subject site. The site is generally sloped from west to east with existing storm water draining mostly as sheet flow accumulating and draining mainly onto 900 S St.

See Preexisting Exabit EX-1

2.3 PREVIOUS DRAINAGE STUDIES/RELATED DRAINAGE STUDIES

A preliminary drainage study was performed for *The Cove* by Bush and Gudgell Engineering dated 4/29/2020 for portions of this site.

2.4 FLOODPLAIN INFORMATION

According to the FEMA National Flood Hazard Layer FIRMette map the subject area is in an Area of Minimal Flood Hazard numbered 49053C1029G, dated April 2, 2009, the site is located Zone X. The project area is located outside the Erosion Hazard Zone.

2.5 REQUIRED PERMITS/PLANS

Proposed earthwork will require a grading permit and the proposed Storm Water Pollution Prevention Plan (SWPPP) should comply with the City of St. George's established best management practices. The grading plan, geotechnical report, and SWPPP (including NOI and NOT) will be submitted independent of this study prior to construction.

A completed Long-Term Storm Water Maintenance Plan will be submitted with the project construction plans accompanied by the Long-Term Storm Water Maintenance Agreement, signed by the property owner.

2.6 HILLSIDE CONCERNS

Hillside areas on the west portion of the property contribute drainage to the site. Grading and drainage plans will need special considerations to accommodate hillside drainage and control discharge velocities.

3.0 DEVELOPED DRAINAGE CONDITIONS

3.1 DEVELOPED ON-SITE DRAINAGE

The proposed development of the site will convey offsite runoff from the steep hillsides in drainage channels behind proposed retaining walls and then conveyed through the site with drain pipes. This offsite drainage is ultimately conveyed to Bluff Street. On-site drainage will be captured and directed to proposed underground detention basins located in the parking areas. Detained storm water will be released to 900 South Street and then to Bluff Street. The detention/retention areas will be sized for a 100-year 3-hour design storm event.

See Figure 3 – *Post Drainage Exhibit EX-2*

3.2 DEVELOPED OFF-SITE DRAINAGE

Offsite improvements are not proposed at this time with this development.

4.0 HYDROLOGIC ANALYSIS

4.1 HYDROLOGIC CALCULATIONS

HEC-HMS[1] Version 4.8 was used to perform the hydrologic analysis for this study. Curve numbers for existing and developed conditions were calculated using a custom Natural Resources Conservation Service (NRCS). The Farmer-Fletcher distribution is used for the 3-hour storm events and the SCS Type II distribution is used for the 24-hour storm events. Simulated precipitation values were determined using the Point Precipitation Frequency Estimates (St. George Gauge Station) from the NOAA Atlas 14[2]. Utilizing the model input values listed in Table 1, the HEC-HMS model yielded the design storm peak flow values summarized in Table 2.

TABLE 1 – HYDRAULIC MODEL INPUT

Hydraulic Element		Hydraulic Properties		Area		
		Lo (ft)	*S (%)*	*(sq ft)*	*(acre)*	*(sq mi)*
Pre SA-1	Pre-Developed Site	1,465	20.1	1,515,825	34.80	0.05437
Post Off	Offsite Only	847	23.8	1,111,297	25.51	0.03986
Post Site	Developed Site Area Only	758	14.0	404,528	9.29	0.01451

TABLE 2 – HYDRAULIC MODEL OUTPUT

Hydrologic Element	10-Year 3-Hour	100-Year 3-Hour
	(cfs)	(cfs)
Pre SA-1	9.00	9.50
Post Off	7.20	27.50
Post Site	12.40	43.20
Increase	3.40	33.70

4.2 Comparison of Peak Flow Values

Based on information shown in Table 2, the proposed project increases runoff within the site by 3.4 cfs during the 100-year 3-hour design storm event.

[1] U.S. Army Corps of Engineers, Hydraulic Engineering Circular Hydrologic Modeling System (HEC-HMS) software, Version 4.6.1.

[2] NOAA's National Weather Service. Precipitation Frequency Data Server. Retrieved February 24, 2017

5.0 PROPOSED DRAINAGE IMPROVEMENTS

5.1 DETENTION AND RETENTION REQUIREMENTS

The City of St. George Drainage Manual[3] requires the peak storm runoff exiting a site not be increased by new development and be limited to 0.20 cfs/acre. A detention volume of 56,340 cubic-feet has been estimated to limit the peak storm water runoff to 0.20 cfs/acre of 1.86 cfs. It is anticipated that detention will be provided with some surface detention basins along with underground detention networks to provide the required detention volume.

6.0 CONCLUSIONS

It is the opinion of Rosenberg Associates the proposed recommendations and drainage improvements included in this study and shown in the improvement plans will effectively convey storm water through the site. A final drainage control report should be prepared in conjunction with the grading and drainage improvement plans. Drainage improvement designs are intended to be compliant with the City of St. George drainage requirements and computations/methods used to create designs were completed using the current standard of care.

[3] City of St. George Drainage Manual, Bowen Collins and Associates, John Humphrey, May 2009.

APPENDIX

Figure 1 – *Vicinity Map*

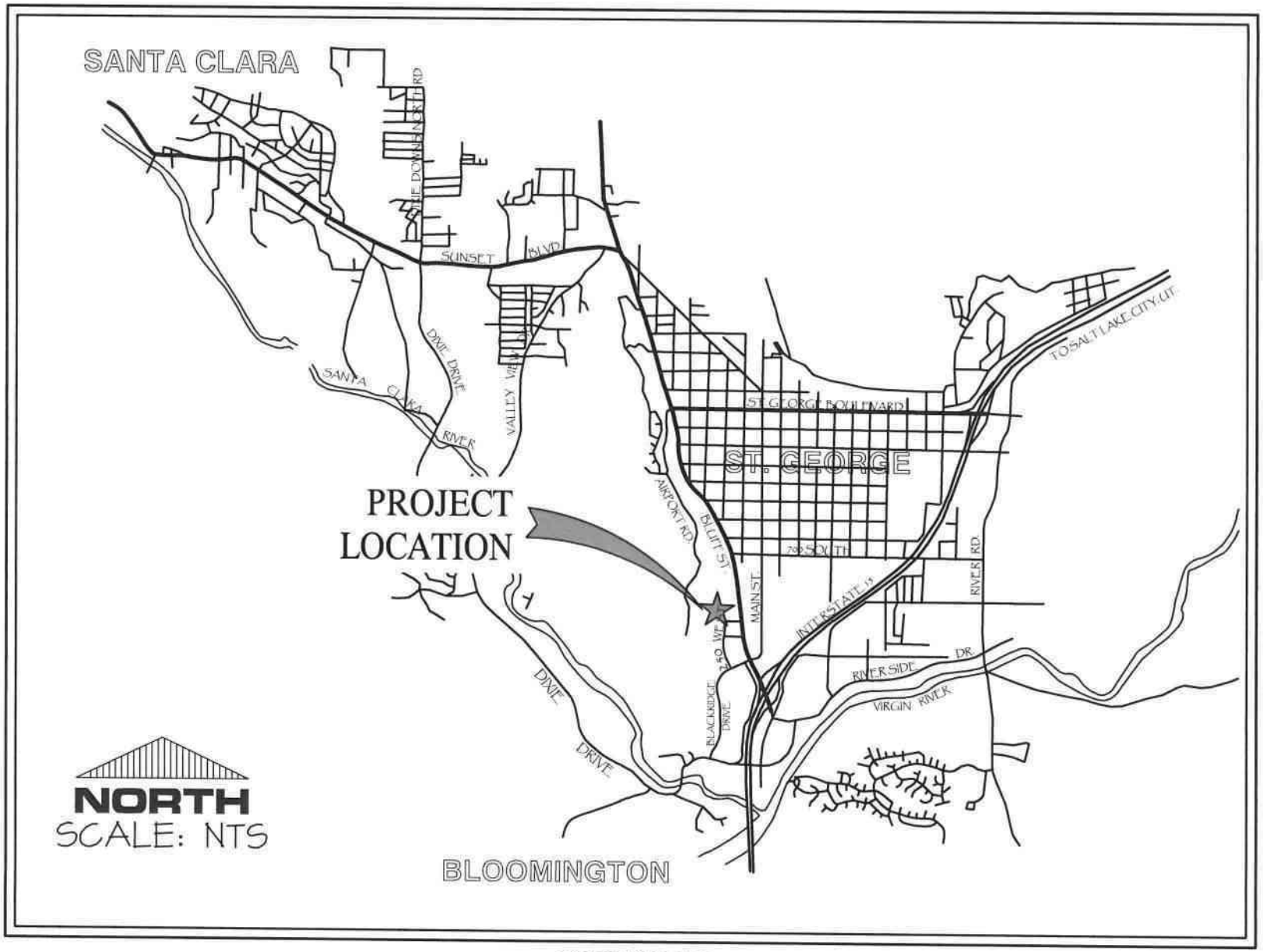
Figure 2 – *Existing Drainage Conditions*

Figure 3 – *Developed Drainage Conditions*

HEC-HMS Modeling Input Information

HEC-HMS Modeling Output Information

NRCS Soil Report



VICINITY MAP
FOR
WASATCH COMMERCIAL BUILDERS
1820 WEST PRINTERS ROW
WEST VALLEY CITY, UT 84116

PREEXISTING DRAINAGE EXHIBIT

FOR

SOLEIL RIDGE APARTMENTS

ST. GEORGE UT

SHEET EX-1

ROSENBERG ASSOCIATES
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357 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 FX (435) 673-8397
www.rosenbergassociates.com

DATE: 06/24/22
JOB NO.: 12660-3
DESIGNED BY: DSH
CHECKED BY: RAR
DWG: EXPREDRAIN BASIN

POST DRAINAGE EXHIBIT

FOR

SOLEIL RIDGE APARTMENTS

ST. GEORGE UT

SHEET EX-2

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Ph (435) 673-8586 Fx (435) 673-8997
www.rosenbergassociates.com

DATE:	08/24/23
JOB NO:	12202-23
DESIGNED BY:	DSH
CHECKED BY:	RAR
DWG:	TOPO/DRAIN BASIN

National Flood Hazard Layer FIRMette

FEMA

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainag areas of less than one square mile *Zone*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- 513 Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represe an authoritative property location.

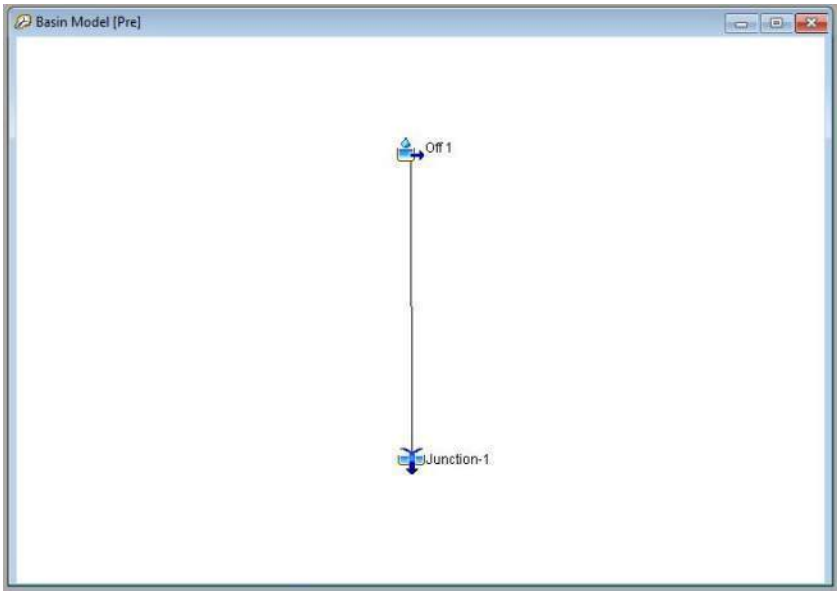
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/28/2021 at 1:37 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

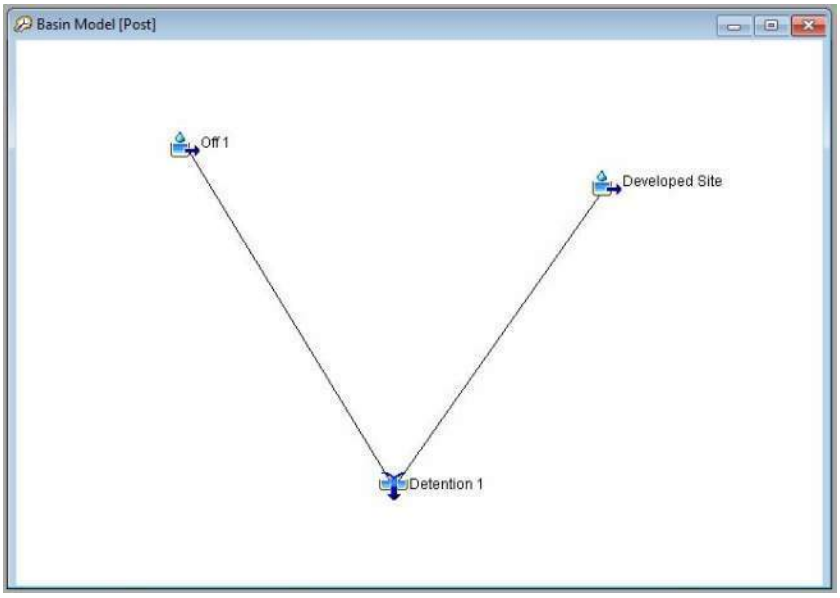
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

HEC-HMS MODELING INPUT INFORMATION

PRE-DEVELOPED BASIN MODEL

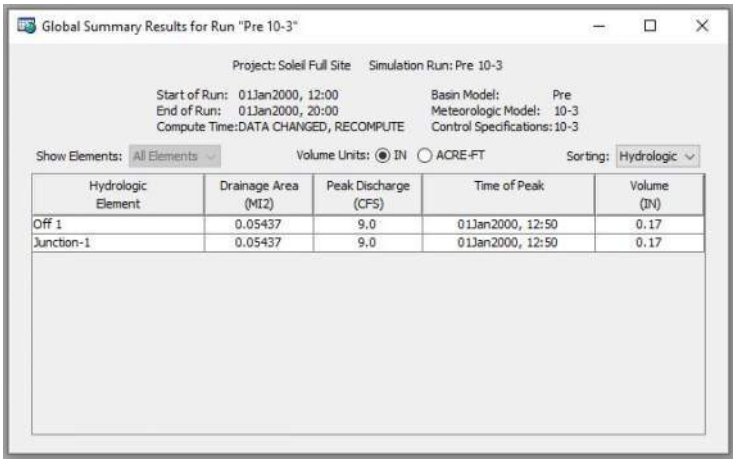


POST-DEVELOPED BASIN MODEL



HEC-HMS MODELING OUTPUT INFORMATION

PRE-DEVELOPED 10-YEAR 3-HOUR DESIGN STORM MODEL RESULTS



Global Summary Results for Run "Pre 10-3"

Project: Soleil Full Site Simulation Run: Pre 10-3

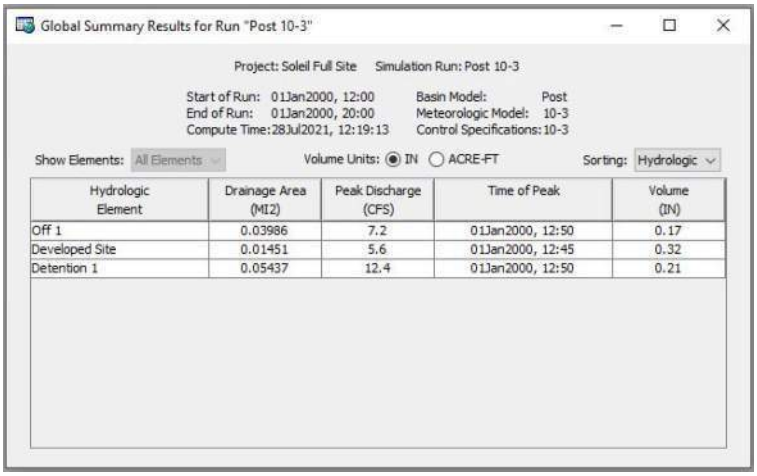
Start of Run: 01Jan2000, 12:00
End of Run: 01Jan2000, 20:00
Compute Time: DATA CHANGED, RECOMPUTE

Basin Model: Pre
Meteorologic Model: 10-3
Control Specifications: 10-3

Show Elements: All Elements | Volume Units: (•) IN ( ) ACRE-FT | Sorting: Hydrologic

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Off 1	0.05437	9.0	01Jan2000, 12:50	0.17
Junction-1	0.05437	9.0	01Jan2000, 12:50	0.17

POST-DEVELOPED 10-YEAR 3-HOUR DESIGN STORM MODEL RESULTS



Global Summary Results for Run "Post 10-3"

Project: Soleil Full Site Simulation Run: Post 10-3

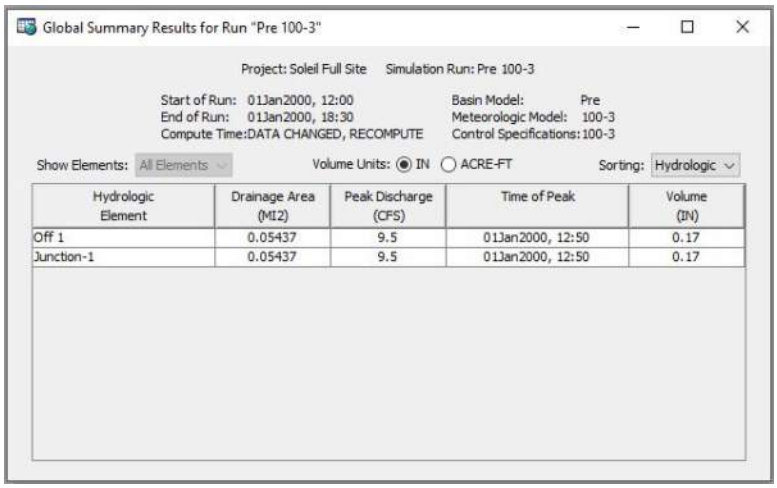
Start of Run: 01Jan2000, 12:00
End of Run: 01Jan2000, 20:00
Compute Time: 28Jul2021, 12:19:13

Basin Model: Post
Meteorologic Model: 10-3
Control Specifications: 10-3

Show Elements: All Elements | Volume Units: (•) IN ( ) ACRE-FT | Sorting: Hydrologic

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Off 1	0.03986	7.2	01Jan2000, 12:50	0.17
Developed Site	0.01451	5.6	01Jan2000, 12:45	0.32
Detention 1	0.05437	12.4	01Jan2000, 12:50	0.21

PRE-DEVELOPED 100-YEAR 3-HOUR DESIGN STORM MODEL RESULTS



Global Summary Results for Run "Pre 100-3"

Project: Soleil Full Site Simulation Run: Pre 100-3

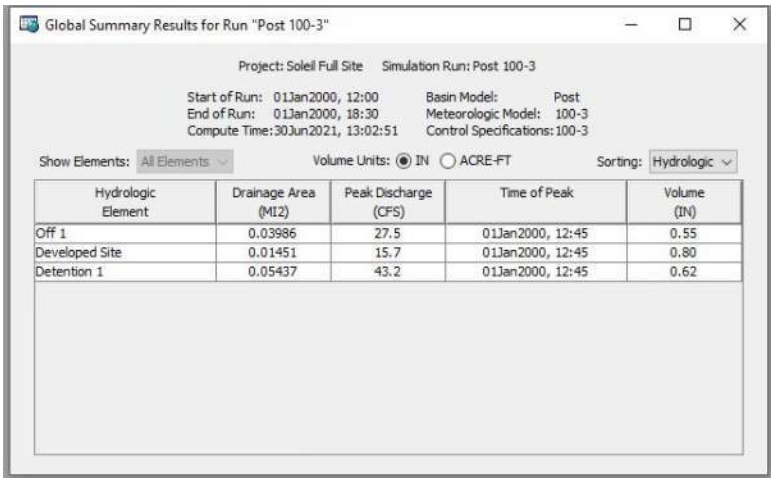
Start of Run: 01Jan2000, 12:00
End of Run: 01Jan2000, 18:30
Compute Time: DATA CHANGED, RECOMPUTE

Basin Model: Pre
Meteorologic Model: 100-3
Control Specifications: 100-3

Show Elements: All Elements | Volume Units: (•) IN ( ) ACRE-FT | Sorting: Hydrologic

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Off 1	0.05437	9.5	01Jan2000, 12:50	0.17
Junction-1	0.05437	9.5	01Jan2000, 12:50	0.17

POST-DEVELOPED 100-YEAR 3-HOUR DESIGN STORM MODEL RESULTS



Global Summary Results for Run "Post 100-3"

Project: Soleil Full Site Simulation Run: Post 100-3

Start of Run: 01Jan2000, 12:00
End of Run: 01Jan2000, 18:30
Compute Time: 30Jun2021, 13:02:51

Basin Model: Post
Meteorologic Model: 100-3
Control Specifications: 100-3

Show Elements: All Elements | Volume Units: (•) IN ( ) ACRE-FT | Sorting: Hydrologic

Hydrologic Element	Drainage Area (MI2)	Peak Discharge (CFS)	Time of Peak	Volume (IN)
Off 1	0.03986	27.5	01Jan2000, 12:45	0.55
Developed Site	0.01451	15.7	01Jan2000, 12:45	0.80
Detention 1	0.05437	43.2	01Jan2000, 12:45	0.62

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PROJECT NO. 12560-21

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: Drainage Study Hydrology Information CHKD: RAR DATE: 28-Jul-21

EXISTING PRE-DEVELOPMENT CONDITION WATERSHED

Hydraulic Element		Hydraulic Properties		Area		
		Lo (ft)	*S (%)*	*(sq ft)*	*(acre)*	*(sq mi)*
Pre SA-1	Pre-Developed Site	1,465	20.1	1,515,825	34.80	0.05437
Post Off	Offsite Only	847	23.8	1,111,297	25.51	0.03986
Post Site	Developed Site Area Only	758	14.0	404,528	9.29	0.01451

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PROJECT NO. 12560-21

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: Hydraulic Routing CHKD: RAR DATE: 28-Jul-21

Hydraulic Element		Routed Length (ft)	Average Slope (%)	Manning's Roughness (n)	Culvert Diameter (in)	Bottom Width (ft)	Side Slopes (H:1V)
C1	Routing 2580 to SA1	644	1.70	0.016	-	2.0	2.50
C2	Routing 2580 to SA1	894	0.50	0.010	24	N/A	N/A
C3	Routing 2580 to SA2	894	0.50	0.010	24	N/A	N/A

TYPICAL MANNING'S n VALUES

0.013 - Poly Pipe	0.023 - Dirt
0.017 - CM Pipe	0.026 - Grass
0.015 - Concrete	0.035 - Gravel
0.016 - Asphalt	0.040 - Riprap

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PROJECT NO. 12560-21

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: NRCS Curve Number CHKD: RAR DATE: 28-Jul-21

NRCS CURVE NUMBER (CN) CHART

Land Use Description	SCS Curve Number (CN) Values									
	Group A		Group B		Group C		Group D		Totals	
	CN	%	CN	%	CN	%	CN	%	CN	%
Cultivated Land										
Cultivated Land; Without Conservation Treatment	72		81		88		91			
Cultivated Land; With Conservation Treatment	62		71		78		81			
Pasture or Range Land										
Pasture or Range Land; Poor Condition	68		79		86		89			
Pasture or Range Land; Good Condition	39		61		74		80			
Open Spaces (Lawns, Parks, etc.)										
Open Space; Poor Condition; Grass Cover < 50%	68		79		86		89			
Open Space; Fair Condition; Grass Cover 50% to 75%	49		69		79		84			
Open Space; Good Condition; Grass Cover > 75%	39		61		74		80			
Impervious Areas										
Impervious Areas; Paved Parking Lots, Roofs, Driveways	98		98		98		98			
Impervious Areas; Streets and Roads; Paved; Curbs and Storm Sewers	98		98		98		98			
Impervious Areas; Streets and Roads; Paved; Open Ditches (w/ Right-of-Way)	83		89		92		93			
Impervious Areas; Streets and Roads; Gravel (w/ Right-of-Way)	76		85		89		91			
Impervious Areas; Streets and Roads; Dirt (w/ Right-of-Way)	72		82		87		89			
Urban Commercial and Industrial Districts										
Urban Districts; Commercial and Business; Average 85% Impervious	89		92		94		95			
Urban Districts; Industrial; Average 72% Impervious	81		88		91		93			
Residential Districts										
Residential Districts; 1/8 Acre (Town Houses); Average 65% Impervious	77		85		90		92			
Residential Districts; 1/4 Acre; Average 38% Impervious	61		75		83		87			
Residential Districts; 1/3 Acre; Average 30% Impervious	57		72		81		86			
Residential Districts; 1/2 Acre; Average 25% Impervious	54		70		80		85			
Residential Districts; 1 Acre; Average 20% Impervious	51		68		79		84			
Residential Districts; 2 Acre; Average 12% Impervious	46		65		77		82			
Western Desert Urban Areas										
Natural Desert Vegetation (Pervious Areas Only)	63		77		85		88			
Artificial Desert Landscaping	96		96		96		96			
Developing Urban Area (No Vegetation)										
Newly Graded Area (Pervious Only)	77		86		91		94			

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PROJECT NO. 12560-21

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: NRCS Curve Number CHKD: RAR DATE: 28-Jul-21

NRCS WEIGHTED AVERAGE CN VALUES

Land Use Description	SCS Curve Number (CN) Values									
	Group A		Group B		Group C		Group D		Totals	
	CN	%	CN	%	CN	%	CN	%	CN	%
Pre SA-1									85	100
Natural Desert Vegetation (Pervious Areas Only)	63		77		85	100	88		85	100
Post Off									85	100
Natural Desert Vegetation (Pervious Areas Only)	63		77		85	100	88		85	100
##									90	100
Residential Districts; 1/8 Acre (Town Houses); Average 65% Impervious	77		85		90	100	92		90	100

PROJECT NO. 12560-21

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: SCS Lag Time CHKD: RAR DATE: 28-Jul-21

EXISTING PRE-DEVELOPMENT CONDITION

Hydrologic Element	SCS CN	Longest Length Lo (ft)	Average Slope S (%)	t_c (hr)	Lag Time (hr)	Lag Time (min)
Pre SA-1	85.0	1,465	20.10	0.136	0.082	4.90
Post Off	85.0	847	23.80	0.081	0.048	2.91
Post Site	90.0	758	14.00	0.080	0.048	2.87

TIME OF CONCENTRATION

$$t_c = \frac{1.67\, L_O^{\,0.8} \left(\frac{1000}{CN} - 9 \right)^{0.7}}{1900 \sqrt{S_{percent}}}$$

Where: CN = SCS runoff curve number
S = Average slope in percent
Lo = Length in ft

SCS LAG TIME

13.46 SCS Lag = 0.6*t_c

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PROJECT NO. 12560-21

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: SCS TR-55 Tc and Lag CHKD: DATE:

SCS TR-55 LAG TIME **SUBAREA GRE-B130**

GRE-B130 SHEET FLOW TRAVEL TIME

Manning roughness, n	0.011		Smooth surfaces (concrete/asphalt/gravel/bare soil)
Flow length, L (300 ft max)	100	ft	
2-year 24-hour rainfall, P_2	1.160	in	
Average Slope, S	6.67	%	
Travel Time, T_t	0.0207	hr	$T_t = \frac{0.007\,(nL)^{0.8}}{P_2^{0.5} S^{0.4}}$
	1.24	min	

GRE-B130 SHALLOW CONCENTRATED FLOW TRAVEL TIME

Paved surface? (Y/N)	Y		
Flow length, L	760	ft	
Average Slope, S	12.30	%	
			$V = 16.1345\,(s)^{1/2}$ unpaved
Average velocity, V	7.13	ft/sec	$V = 20.3282\,(s)^{1/2}$ paved
Travel Time, T_t	0.0296	hr	$T_t = \frac{L}{3600V}$
	1.78	min	

GRE-B130 OPEN CHANNEL FLOW TRAVEL TIME 1

Estimated average channel geometry:

Bottom width	10	ft	
Side slopes	5.0	H:1V	
Flow depth	1.0	ft	
Manning roughness, n	0.032		sand/earth bottom w/ soil-cement sides
Flow length, L	3,229	ft	
Average Slope, S	6.90	%	
Hydraulic radius, r	0.743		r = area/wetted perimeter
Average velocity, V	10.0	ft/sec	$V = \frac{1.49\, r^{2/3} s^{1/2}}{n}$
Travel Time, T_t	0.0894	hr	$T_t = \frac{L}{3600V}$
	5.37	min	

GRE-B130TIME OF CONCENTRATION, Tc **0.1398 hr** **T_c = sum all travel times T_t**

PROJECT NO. 12560-21

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: SCS TR-55 Tc and Lag CHKD: DATE:

8.39 min

GRE-B130 LAG TIME, L **0.0839 hr** **$L = 0.6\ T_c$**

5.03 min

MANNING ROUGHNESS VALUE FOR SHEET FLOW		USE
Smooth surfaces (concrete/asphalt/gravel/bare soil)		0.011
Fallow (no residue)		0.050
Cultivated soils:	Residue cover ≤20%	0.060
	Residue cover >20%	0.170
Grass:	Short grass prairie	0.150
	Dense grasses	0.240
	Bermuda grass	0.410
	Range (natural)	0.130
Woods:	Light underbrush	0.400
	Dense underbrush	0.800

MANNING ROUGHNESS VALUE FOR OPEN CHANNEL FLOW		USE
Asphalt surfaces:	Unobstructed	0.016
	Cars present	0.020
Pipeline:	Corrugated metal	0.025
	Plastic or HDPE smoothwall	0.010
Concrete surfaces:	Trowel finish	0.013
	Float or light broom finish	0.015
	Heavy broom finish	0.016
	Unfinished	0.017
Channels:	sand/earth bottom w/ bare earth sides	0.022
	sand/earth bottom w/earth/grass/weeds sides	0.025
	sand/earth bottom w/earth/trees/shrubs sides	0.032
	sand/earth bottom w/shotcrete sides	0.022
	sand/earth bottom w/ soil-cement sides	0.025
	sand/earth bottom w/ concrete sides	0.020
	sand/earth bottom w/ dry rubble or riprap sides	0.033
Natural channels:	sand bottom w/ tree/shrub sides	0.035
	sand bottom w/ rock sides	0.032
	rock bottom w/ rock sides	0.060
Overbank floodplain:	desert brush, normal density	0.060

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: Model Results CHKD: RAR DATE: 28-Jul-21

EXISTING PRE-DEVELOPMENT CONDITION

Hydrologic Element	10-Year 3-Hour (cfs)	100-Year 3-Hour (cfs)
Pre SA-1	9.00	9.50
Post Off	7.20	27.50
Post Site	12.40	43.20
Increase	3.40	33.70

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PROJECT NO. 12560-21

PROJECT: Soleil Ridge 900 South Bluff Civil BY: DSH DATE: 28-Jul-21

SUBJECT: Detention Calculations CHKD: RAR DATE: 28-Jul-21

Total Developed Area ***9.29 acres***

MaximumRelease Allowed From Developed Area ***1.86 cfs*** *(0.2 cfs per acre)*

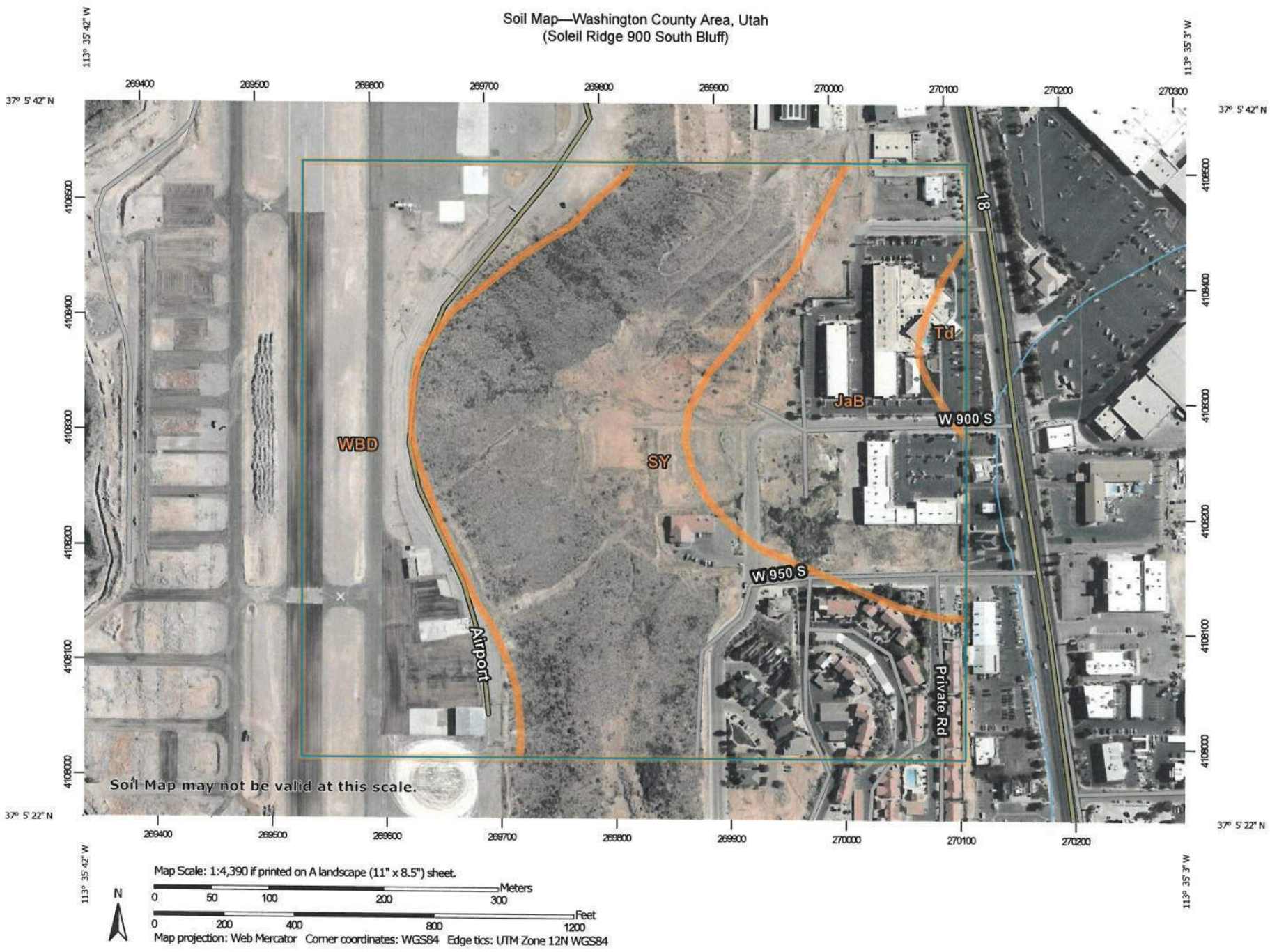
Max release allowed with offsite flows passing through:

100-year 3-hour storm = 1.86 cfs + 9.5 cfs OFF-1 **11.36 cfs**

100-YEAR 3-HOUR STORM HYDROGRAPHS

Time	Hydrographs			
	Post	Allowed	Detainied	Volume
(hour)	(cfs)	(cfs)	(cfs)	(cf)
12:25	0	11.36	0.0	0.00
12:30	0	11.36	0.0	0.00
12:35	4.8	11.36	0.0	0.00
12:40	31.3	11.36	31.3	9,390.00
12:45	43.2	11.36	43.2	12,960.00
12:50	38	11.36	38.0	11,400.00
12:55	27.2	11.36	27.2	8,160.00
13:00	20.5	11.36	20.5	6,150.00
13:05	15.6	11.36	15.6	4,680.00
13:10	12	11.36	12.0	3,600.00
13:15	9.3	11.36	0.0	0.00
13:20	8	11.36	0.0	0.00
13:25	7.1	11.36	0.0	0.00
13:30	6	11.36	0.0	0.00
13:35	3.1	11.36	0.0	0.00
13:40	2.2	11.36	0.0	0.00
13:45	2	11.36	0.0	0.00
13:50	1.9	11.36	0.0	0.00
13:55	1.9	11.36	0.0	0.00
14:00	1.9	11.36	0.0	0.00
14:05	1.9	11.36	0.0	0.00
14:10	1.9	11.36	0.0	0.00
14:15	1.9	11.36	0.0	0.00
14:20	1.9	11.36	0.0	0.00
14:25	1.9	11.36	0.0	0.00
14:30	1.9	11.36	0.0	0.00
14:35	1.9	11.36	0.0	0.00
14:40	1.9	11.36	0.0	0.00
14:45	1.9	11.36	0.0	0.00
14:50	1.9	11.36	0.0	0.00
14:55	1.9	11.36	0.0	0.00
15:00	2	11.36	0.0	0.00
15:05	0.6	11.36	0.0	0.00
15:10	0.1	11.36	0.0	0.00
15:15	0	11.36	0.0	0.00
15:20	0	11.36	0.0	0.00
15:25	0	11.36	0.0	0.00
15:30	0	11.36	0.0	0.00
Total				**56,340**

Soil Map—Washington County Area, Utah
(Soleil Ridge 900 South Bluff)



Map Scale: 1:4,390 if printed on A landscape (11" x 8.5") sheet.

N

0 50 100 200 300 Meters

0 200 400 800 1200 Feet

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County Area, Utah
Survey Area Data: Version 14, Jun 8, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 1, 2018—Aug 1, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
JaB	Junction fine sandy loam, 1 to 2 percent slopes	16.2	21.8%
SY	Stony colluvial land	37.0	49.8%
Td	Tobler silty clay loam	1.1	1.4%
WBD	Winkel gravelly fine sandy loam, 1 to 8 percent slopes	20.0	27.0%
Totals for Area of Interest		**74.3**	**100.0%**

Exhibit F

Geotechnical Report

AGEC
Applied GeoTech

GEOTECHNICAL INVESTIGATION
& HILLSIDE EVALUATION

THE COVE

ST. GEORGE, UTAH

PREPARED FOR:

HOLDAWAY CONSTRUCTION
38 E. 590 N.
HURRICANE, UTAH 84737

ATTN:

BRENT HOLDAWAY

PROJECT NO. 2192092 **JULY 1, 2020**

1420 South 270 East • St. George, Utah 84790 • (435) 673-6850 • FAX (435) 673-1044

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SUMMARY

1. This report is a preliminary geotechnical study and also a part of the hillside submittal for St. George City Hillside Ordinance. A final report with details for design and construction will be provided up completion of the laboratory testing and evaluation of the proposed construction.

2. The site was evaluated by drilling 8 borings and observing the excavation of 4 test pits at the approximate locations shown on Figure 2 and 2a. The subsurface profile observed within the borings and test pits consisted of varied thicknesses of sand and gravel and clay overlying various types of bedrock. The bedrock varies from siltstone to shale to claystone.

   The bedrock is mapped as Dinosaur Canyon member of the Moenave Formation. Portions of the bedrock appear to be expansive. Laboratory testing is currently in progress to identify the layers and magnitude of the expansive characteristics.

3. Groundwater was encountered at various depths from 14 to 50 feet below the surface. Fluctuations in groundwater may occur over time. An evaluation of such fluctuations was beyond the scope of this report. Springs or seepages were not observed on the site. The affect of the groundwater will be evaluated and recommendations provided in the final report.

4. The topography of the site consists of a moderately steep to more gentle hillside sloping down to the east and south. The site is a cove or bowl type shape. The site is proposed to be graded by small cuts on the west and north and filling to the east and south. There will be significant cuts for the lower parking levels and building levels.

5. Based on the proposed grading, we anticipate that the majority of the cuts will be in the sands and gravels and will expose the various bedrock layers. We anticipate that the cuts for buildings will be shored temporarily and retained permanently. The upper cut on the parking area will be retained using stacked rock slopes.

6. AGEC has previously provided a Geologic hazard Assessment dated January 6, 2020. This report is attached. The geologic hazard of potentially expansive bedrock layers has not been addressed in the previous report. This hazard is discussed in this report.

7. The proposed structures may be supported on conventional spread footings bearing on a properly prepared subgrade. As an alternative, micropiles or deep foundations may be utilized. Following completion of the laboratory testing and final details of construction, detailed foundation recommendations will be provided.

8. The on-site sand and gravel soils, free of organics and debris, are suitable for use as structural fill, site grading fill, and utility trench backfill. There are occasional surface cobbles and boulders along with limited subsurface materials that are oversized for use as fill materials. The oversized material will require processing to remove the larger particles such that the maximum particle size is 6 inches and at least 50 percent of the material

passes the No. 4 sieve. Larger materials may be used on slopes for erosion protection or placed in deeper fills, provided they are properly nested. The on-site claystone bedrock is not suitable for use as structural fill, but may be used as fill in non-structural areas or as trench backfill, wall backfill, or at least 4 feet below pavement areas.

9. Positive drainage of the surface soils within the development is critical and should be maintained throughout the development. We recommend the piping of surface drainage and in no case should be ponding of water be allowed adjacent to or up-gradient of structures.

SCOPE

This report presents the results of a preliminary geotechnical investigation and hillside evaluation for the proposed Cove Development to be located in St. George, Utah, as shown in Figure 1. This report presents the subsurface conditions encountered, laboratory test results, and recommendations for the project. AGEC has previously completed a Geologic-hazard Assessment for the project dated January 6, 2020.

A field exploration of 8 borings and 4 test pits were conducted to obtain information on the subsurface conditions and to obtain samples for laboratory testing. Information obtained from the field and laboratory was used to define conditions at the site and to develop recommendations for the proposed development. AGEC has also utilized the proposed grading plans and conceptual plans to develop our recommendations. Additional details will be provided in a final report following completion of the laboratory testing.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. The report is intended to meet the requirements for evaluation for St. George City Hillside developments. The findings, conclusions and recommendations for design and construction are included in this report.

SITE CONDITIONS

The subject site consists of the parcel shown on Figure 1. The property is located west of the proposed 250 West at approximately 900 South and encompasses the hillside area or “bowl” type area as shown on the attached Figures 1, 2 and 2a. The property is moderately steep with a flatter area at the base of the hillside. Portions of the property have been previously graded with pad areas along the north and western portions of the planned construction area. The property is sparsely covered with vegetation consisting of small brush and grasses.

FIELD STUDY

On June 4-10, 2020, an engineer from AGEC visited the site for a subsurface investigation. Eight borings were drilled using a truck mounted rig using hollow stem augers. Portions of the bedrock were cored using mud rotary or air to removed cuttings from a 2.5 inch HQ core barrel for continuous sampling. The 4 test pits were excavated with a track excavator. The locations are shown on Figure 2 and 2a.

SUBSURFACE SOIL CONDITIONS

The subsurface profile observed within the borings and test pits consisted of varied thicknesses of sand and gravel and clay overlying various types of bedrock. The bedrock varies from siltstone to shale to claystone.

The bedrock is mapped as Dinosaur Canyon member of the Moenave Formation. Portions of the bedrock appear to be expansive. Laboratory testing is currently in progress to identify the layers and magnitude of the expansive characteristics.

The preliminary boring and test pit logs are shown on Figures 3 to 6 with the legend and notes on Figure 7. These logs will be updated following the classification data provided from laboratory testing in a final report.

GEOLOGY

The geologic conditions at the site were evaluated based on a review of geologic literature, and a site geologic reconnaissance.

A. **Geomorphology of the Area**

The site is located along the east slope of the West Black Ridge or edar Bench Lava Flow in St. George, Utah as shown on Figure 1. The site is also located on the north side of the Virgin River Anticline. This area is part of the St. George Basin which is bound on the north by the Pine Valley Mountains, on the east by the Hurricane Cliffs, on the west by the Beaver Dam Mountains, and on the south by the Mount Trumball area.

Bedrock in the St. George basin mainly consists of Upper Permian and Lower Jurassic sandstone, shale, siltstone, limestone, gypsum, and conglomerate. These beds are folded to the southeast into the northeast trending Virgin anticline. Several north-trending faults are present within the St. George Basin, the most prominent of which is the Washington Fault (Christensen and Deen, 1983).

The St. George Basin is characterized by basalt capped buttes and cuestas that were once stream channels along which lava flowed. Erosion of the surrounding softer sedimentary rocks over time has resulted in an inverted topography of old stream channel becoming resistant basalt ridges such as the Middleton Black Ridge and the West Black Ridge (Christenson and Deen, 1983).

The geologic structure within the basin is dominated by the Virgin anticline which trends northwest to southeast and is located south of the site. The Virgin anticline is a broad, generally symmetrical fold with maximum flank dips of 25 to 30 degrees to the northwest and southeast (Christenson and Deen, 1983).

The geologic conditions at the site were evaluated based on a review of geologic literature, boring and test pit exploration and a reconnaissance of the site.

B. Stratigraphy of the Area

The stratigraphy of the area consists of Upper Triassic to Lower Jurassic- aged bedrock of the Moenave Formation. There is alluvium (Holocene to lower Pleistocene aged) deposits over the Chinle that cover the majority of the site. The top of the ridge is capped by the Lava Ridge lava flow, which consists of Basalt of the lower Pleistocene aged deposit.

GEOLOGIC HAZARDS

Based on review of geologic literature and site reconnaissance, the following information is provided concerning geologic hazards.

A. Liquefaction

Relatively shallow bedrock was encountered across the site. Thus, based upon subsurface conditions encountered our experience in the area, the subsurface soils below the developed areas are considered to be a non-liquefiable during a severe seismic event to the depths investigated.

B. Expansive Soil/Bedrock

The presence of potentially expansive layers of bedrock is identified by the geologic mapping hazard by Lund and others, 2008. The expansive bedrock is mapped as the Dinosaur Canyon member of the Moenave Formation. Our laboratory testing is currently in progress. Our experience in the area also indicate that claystone bedrock on the project site is moderately expansive.

An evaluation and analysis along with detailed recommendations to address this concern for expansive layers will be provided in a final report.

D. Landslides

See attached document.

E. Rock Fall

See attached document.

F. Faults

Based on previous work by Christenson and Deen (1983), Willis and Higgins (1995) Lund and others (2008), the inferred location of the St. George Fault is located further east near River Road.

PROPOSED CONSTRUCTION

The Cove Development will consist of developing the property with two 2 apartment/townhome type buildings. The buildings will be multiple levels with underground parking. The buildings are to be constructed with reinforced concrete on the garage level and wood framing on the above grade levels. We anticipate wall loads on the order of 8 to 10 kips per lineal foot and column loads up to 300 kips.

There will be access to the site from 900 South and 250 West which will be further improved as a part of the site development. There is an existing sewer up the 900 South roadway alignment. The anticipated traffic for the different areas consists of a Traffic Index of 7 for the Public Roads and a 5 for the parking and access areas.

The proposed grading consists of significant temporary cuts for construction. The cuts will be retained or shored during construction. The hill side cuts above the parking area are proposed to be retained by rockery faced slopes. The fills will be located in walkout areas and in the lower area on the west side of the project.

The proposed construction, or building loads are estimated and should be verified to refine our recommendations in the final report.

RECOMMENDATIONS

Based on our experience in the area, the subsurface conditions encountered, our engineering analysis, and the proposed construction, the following recommendations are provided. A final report will be provided that defines the expansive bedrock characteristics following completion of the lab testing. The final report will include overexcavation depths for buildings, foundation alternatives such as micropiles and shoring recommendations.

A. Site Grading

Based on the subsurface conditions and proposed grading provided by Bush & Gudgell Engineering, the following is provided:

1. Subgrade Preparation

General: Prior to placing structural fill, site grading fill or concrete, the site should be grubbed to remove vegetation and soil containing roots and organics.

Expansive Bedrock Removal - Buildings and Structures: We recommend that a separation be provided between the expansive claystone and the building pad grades. The thickness of removal will be defined and provided in a final report as the laboratory testing is completed. The claystone should be removed below structures, entry areas and canopies, extending at least 5 feet beyond the perimeter of the structure. The limits of removal should be determined by survey and documented following removal.

Expansive Bedrock Removal - Roadways and Flatwork*:* We recommend providing at least a separation of 4 feet below the proposed subgrade elevation and the surface of the expansive mudstone. The material should be removed a distance of at least 2 feet beyond the edge of roadway/flatwork improvements .

2. Excavation/Slopes

Based on the proposed grading, we anticipate that the majority of the cuts will be in bedrock. The cuts are significant and will require shoring or permanent retaining. Details will be provided in a final report.

The upper cuts will be in the sands and gravels with portions of the parking cuts extending into the bedrock. In order to maintain stable slopes, they should be retained or slopes should be graded no steeper than 2:1 Horizontal to Vertical (H:V). Fill slopes should be graded no steeper than 2:1 (H:V).

To control erosion and weathering, the bedrock cut slopes should be protected by erosion protection. This would be particularly critical where softer bedrock is exposed. Benches may also be cut into the slopes to assist in controlling drainage and erosion. Benches should be at least 5 feet in width and should be constructed at intervals in accordance with the 2018 IBC. In lieu of facing bedrock cuts, they could be flattened to a 3:1 (H:V) slope.

Fill slopes should be constructed by overbuilding the slope and then cutting back the slope face to the desired grade to provide a properly compacted slope face. Fill placed on existing slopes steeper than 3:1 (H:V) should be keyed into the existing slope using a benching procedure. Benches should be of sufficient width to allow for operation of compaction equipment.

Utility trenches excavated in the on-site soils should be excavated in accordance with OSHA requirements using a OSHA Soil Class C (1½:1 H:V) for overburden soils and Soil Class A (½:1 H:V) for trenches excavated into the bedrock. Steeper trenches may require the use of shoring or a trench box to provide as safe work environment. Safe trench excavation is the responsibility of the contractor.

3. Materials

Import materials should be non-expansive, non-gypsiferous, granular soil. Listed below are the materials recommended for imported fill.

Area	Fill Type	Recommendations
Foundations/slabs	Site grading/ structural fill	**-200** <35%, **LL** <30% Maximum size: 4 inches Solubility < 1%
Roadways	Base course	CBR>50%, **200** <12% Maximum size: ¾ inch
Underslab	Base course	**-200** <12% Maximum size: 1 inch

-200 = Percent Passing the No. 200 Sieve
LL = Liquid Limit

The on-site silt, sand and gravel soils and fill soils, free of organics and debris, are suitable for use as structural fill, site grading fill, and utility trench backfill. The on-site claystone is not suitable for use as structural fill or site grading fill, but may be used as fill in non structural areas, trench backfill, wall backfill, or at least 4 feet below pavement areas. An AGEC engineer should observed the bedrock removal to determine suitability for its intended use.

4. Compaction

Compaction of fill materials placed at the site should equal or exceed the following percentages when compared to the maximum dry density as determined by ASTM D-698 or ASTM D-1557:

Area	Percent Compaction ASTM D-698*	Percent Compaction ASTM D-1557**
Subgrade	90	90
Footings/foundations	NA	95
Slabs/Pad Fill (over excavation)	100	95
Utility trench backfill (Structural Areas)	100	95
Wall Backfill (Structural Areas)	100	95

* Fine-grained or processed mudstone/clay.

** Granular site grading/structural fill

Fill should be placed in lifts which do not exceed the capability of the equipment used. Generally 6 to 8 inch lifts are adequate for heavy rubber tire equipment. Lift thicknesses should be reduced to 4 inches for hand compaction equipment. Fill placed at the site should be properly moisture conditioned prior to placement and should be tested to verify proper compaction.

Fill materials should be properly moisture conditioned prior to placement. Fine-grained should be moisture conditioned to 0 to 4 percentage points over the optimum moisture content as determined by ASTM D-698. Granular soil should be

moisture conditioned to within 2 percentage points of the optimum moisture content as determined by ASTM D-1557.

5. Drainage

The following drainage recommendations should be implemented:

- Positive site drainage should be maintained during the course of construction. In no case should water be allowed to pond adjacent to buildings/foundations.

- After construction has been completed, positive drainage of surface water away from the structures should be maintained throughout the life of the structures. We recommend a minimum slope of 6 inches in the first 10 feet from the perimeter of the structures. Hard or impermeable surfaces may be used to direct water away from buildings.

- Roof gutters should also be utilized with downspouts which extend out away and down slope from buildings. Preferably, downspouts should discharge off-site.

- Landscaping that requires water (grass) should be limited to reduce the potential for wetting of foundation support soils and to reduce the potential future accumulation of perched water on top of the bedrock.
- We also recommend that desert landscaping, which requires little to no water, be used adjacent to concrete or masonry walls which will be backfilled to reduce salt migration of soluble salts and the subsequent salt weathering on cement containing elements. The below grade portions of walls/fences which are backfilled with soil should be protected with an impermeable membrane and a subsurface drain. A gravel covered, perforated PVC pipe should also be placed at the base of the wall to carry water to a discharge point. This is intended to reduce the potential for salt weathering and sulfate attack on concrete/masonry.

6. Subsurface Drainage Protection

A perimeter subsurface drain should be provided around the basement of each structure.

The drain system should consist of 1 foot of gravel adjacent the perimeter foundation supporting the building. A 4 inch perforated PVC pipe should be placed in the bottom of the gravel zone sloped at a 1% grade (minimum) to drain by gravity. Prior to backfilling, Mirafi 140N filter fabric should be placed over the gravel.

B. Foundation Recommendations

Based on the subsurface conditions, the proposed grading provided by Bush & Gudgell Engineering and that the proper separation from expansive soils has been provided, the following foundation recommendations are provided for support of slab on grade foundations. If the expansive soils are not removed to provide the proper separation, the use of micropiles or a deep foundation system should be used. Recommendations for deep foundation systems are not included in this report. If requested, those recommendations can be provided.

1. Foundations

   The proposed structures may be supported on conventional spread footings with slab-on-grade floors supported on a properly prepared subgrade as indicated in the Subgrade Preparation section of this report.

2. Bearing Material

   Footings should bear on properly compacted structural fill underlain by a properly prepared subgrade as recommended in the Subgrade Preparation section of this report.

3. Bearing Pressure

   Spread footings bearing on properly compacted structural fill may be designed for a net allowable bearing pressure of 2,500 pounds per square foot (psf). Spot footings supporting columns or footings with a width of greater than 3 feet may be

designed for a net allowable bearing pressure of 3,000 psf. If larger footings are anticipated, the bearing pressures may be increased with further evaluation.

4. Temporary Loading Conditions

The bearing pressure indicated above may be increased by one-half for temporary wind and seismic loads.

5. Footing Width and Embedment

Spread footings should have a minimum width of 18 inches and exterior or unheated footings should be embedded at least 12 inches below the lowest adjacent grade.

6. Settlement/Heave

Based on the subsoil conditions encountered and the anticipated building loads, we estimate a total settlement/heave for the foundation designed as indicated above to be up to approximately 1 inch. Differential settlement is estimated to be approximately ½ inch.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on a properly compacted subgrade as recommended in the Subgrade Preparation section of this report. Fill placed in slab areas should be tested to verify compaction meets the recommendations provided within this report.

2. Underslab Base Course

A 4-inch layer of properly compacted base course should be placed below slabs to provide a firm and consistent subgrade and promote even curing of the concrete.

D. Lateral Earth Pressures

1. Lateral Resistance for Footings

Lateral resistance for spread footings is controlled by sliding resistance developed between the footing and the subgrade soil. An ultimate friction value of 0.45 may be used in design for ultimate lateral resistance of footings bearing on properly compacted structural fill.

2. Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. We recommend the basement walls be designed in an at-rest condition.

The values listed below assume a horizontal surface adjacent the top and bottom of the wall.

Description	Active	At-Rest	Passive
Granular Backfill (Sand or Gravel)	35 pcf	55 pcf	350 pcf
Granular Backfill - Earth Pressure Coefficient	0.28	0.44	-
On-site Clay Soil/Processed claystone	50 pcf	65pcf	190 pcf
On-site Clay Soil/Processed claystone - Earth Pressure Coefficient	0.45	0.59	-

The above values account for the lateral earth pressures due to the soil and level backfill conditions and do not account for hydrostatic pressures or surcharge loads.

Lateral loading should be increased to account for surcharge loading using the appropriate earth pressure coefficient and a rectangular distribution if structures are placed above the wall and are within a horizontal distance equal to the height of the

wall. If the ground surface slopes up away from the wall, the equivalent fluid weights should also be increased.

Care should be taken to prevent percolation of surface water into the backfill material adjacent to the retaining walls. The risk of hydrostatic buildup can be reduced by placing a subdrain behind the walls consisting of free-draining gravel wrapped in a filter fabric.

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weights should be modified as follows according to the Mononobe-Okabe method assuming a level backfill condition:

Lateral Earth Pressure Condition	Seismic Modification (2% PE in 50 yrs)
	Granular Backfill
Active	7 pcf increase
At-rest	no increase
Passive	18 pcf decrease

The resultant of the seismic increase should be placed up ⅓ from the base of the wall.

4. Safety Factors

The given values assume mobilization of the soil to achieve the assumed soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. Seismicity

Listed below is a summary of the site parameters as required by the 2018 International Building Code and ASCE 7, Chapter 20:

Description	Seismic Event - 2% PE in 50 Yrs
	Value
2018 IBC Site Class	C
PGA	0.22g
S_s (0.2 second period)	0.505g
S_1 (1 second period)	0.164g
F_{PGA}	1.2
F_a	1.298
F_v	1.5

The values provided above were generated using the ASCE 7-16 Siesmic Hazard tool.

Based on the observed subsurface conditions, a ground motion hazard analysis (GMHA) as per ASCE 7-16 is not required by the 2018 International Building Code. A 10-percent decrease in design seismic load might be achieved if shear wave velocities are measured on site. If this is requested, we propose to perform a Refraction Microtremor (ReMi) survey to measure subsurface shear wave velocity.

F. Soil Corrosion

Our experience has shown that portions of the on-site soil/bedrock and many imported soils may contain sulfates in sufficient concentration to be corrosive to concrete. Therefore, we recommend concrete elements that will be exposed to the on-site soils be designed in accordance with provisions provided in the American Concrete Institute Manual of Concrete Practice (ACI) 318-14. Tables 19.3.1.1 and 19.3.2.1 of ACI 318-14 should be referenced for design of concrete elements utilizing a Sulfate Exposure Class of S2.

Consideration should also be given to cathodic protection of buried metal pipes. We recommend utilizing PVC pipes where local building codes allow.

G. Pavement

Based on the subsoil conditions encountered and the laboratory test results, the following recommendations are given:

1. Analysis

Asphaltic Concrete: The flexible pavement analysis is based on UDOT and AASHTO design methods and a 20 year design life. The following parameters were considered for our analysis:

- Base course that meets specifications which would correspond to a Structural Coefficient (a_2) of at least 0.12. Asphalt that provides a Structural Coefficient (a_1) of at least 0.40.

- Drainage Coefficient = 1.0.
- The subgrade support soils consists generally of silty sand to gravel. Based on the on-site soils, a M_R value of 15,000 psi was used for the subgrade based upon an estimated California Bearing Ratio (CBR) value of 10 percent and the relationship between CBR and Resilient Modulus (M_R).
- Serviceability Index: P_o=4.2, P_t=2.5.
- Reliability of 90 percent.
- Standard Deviation (S_o) = 0.45.

2. Subgrade Support

We anticipate the subgrade materials will consist of compacted on-site silty sand to gravel. Our design assumes a properly compacted subgrade. Prior to placing base course or pavement area grading fill, the subgrade should be prepared as recommended in the Subgrade Preparation section of this report.

3. Pavement Thickness

Based on the anticipated traffic, a 20 year design life, PCC and AASHTO design methods, the following pavement sections are recommended.

	Flexible Pavement	
Area	Asphaltic concrete (inches)	Base Course (inches)
300 West, 900 South	3	8
Acces/Entrance Road	2.5	8
Parking areas	2.5	6

4. Pavement Materials

The pavement materials should meet AASHTO and City of St. George Specifications for gradation and quality. The pavement thicknesses indicated above assume that the base course is high quality material with a CBR of at least 60 percent. Asphalt material should have a Marshall stability of at least 1,800 pounds.

5. Drainage

The collection and diversion of drainage away from the pavement surface is extremely important to the satisfactory performance of the pavement section. Proper drainage should be provided. We further recommend a yearly maintenance program including crack sealing and a surface treatment such as a “slurry seal” to extend the pavement life and reduce water infiltration into the subsurface soils.

H. Construction Testing and Observations

We recommend testing fill, concrete, and asphalt materials at a frequency which meets or exceeds St. George City minimum testing frequency requirements for city improvements.

We also recommend the following:

1. Verify the subgrade is properly prepared/compacted in accordance with the recommendations provided in the Subgrade Preparation section of this report.

2. Verify that foundation subgrade is properly compacted prior to placement of concrete.

3. Conduct compaction testing on fill placed below foundations, in building pads, and paved areas. We recommend testing each foot of fill placed.

4. Conduct construction materials testing of soils, concrete and asphalt materials and special inspections as required for the proposed construction by St. George City and the structural engineer.

5. Conduct special inspections on the proposed building as required by the 2018 International Building Code and the structural engineer.

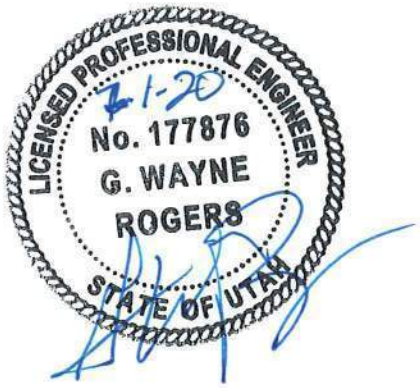
I. Geotechnical Recommendation Review

The client should familiarize themselves with the information contained in this report. If specific questions arise or if the client does not fully understand the conclusions/recommendations provided, AGEC should be contacted to provide clarification.

LIMITATIONS

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the subsurface investigation, laboratory test results and our experience in the area. Variations in the subsurface conditions may not become evident until excavation is conducted. If the subsurface conditions or groundwater level are found to be significantly different from those described above, we should be notified to reevaluate our recommendations.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



G. Wayne Rogers, P.E.

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Christenson, G.E. and Deen, R.D., 1983, Engineering Geology of the St. George area Washington County, Utah: Utah Geological and Mineral Survey Special Studies 58, 32 p., scale 1:24,000.

Lund, W.R., Knudsen, T.R., Vice, G.S., and Shaw, L.M., 2008, Geologic hazards and adverse construction conditions, St. George-Hurricane Metropolitan Area, Washington County, Utah, Utah Geological Survey Special Study 127, 14 plates, scale 1:24,000.

Hayden, Janice, M and Willis, Grant C. UGS Map 251DM. 2011, Geologic Map of the St. George Quadrangle, Washington County, Utah, Utah Geological Survey.

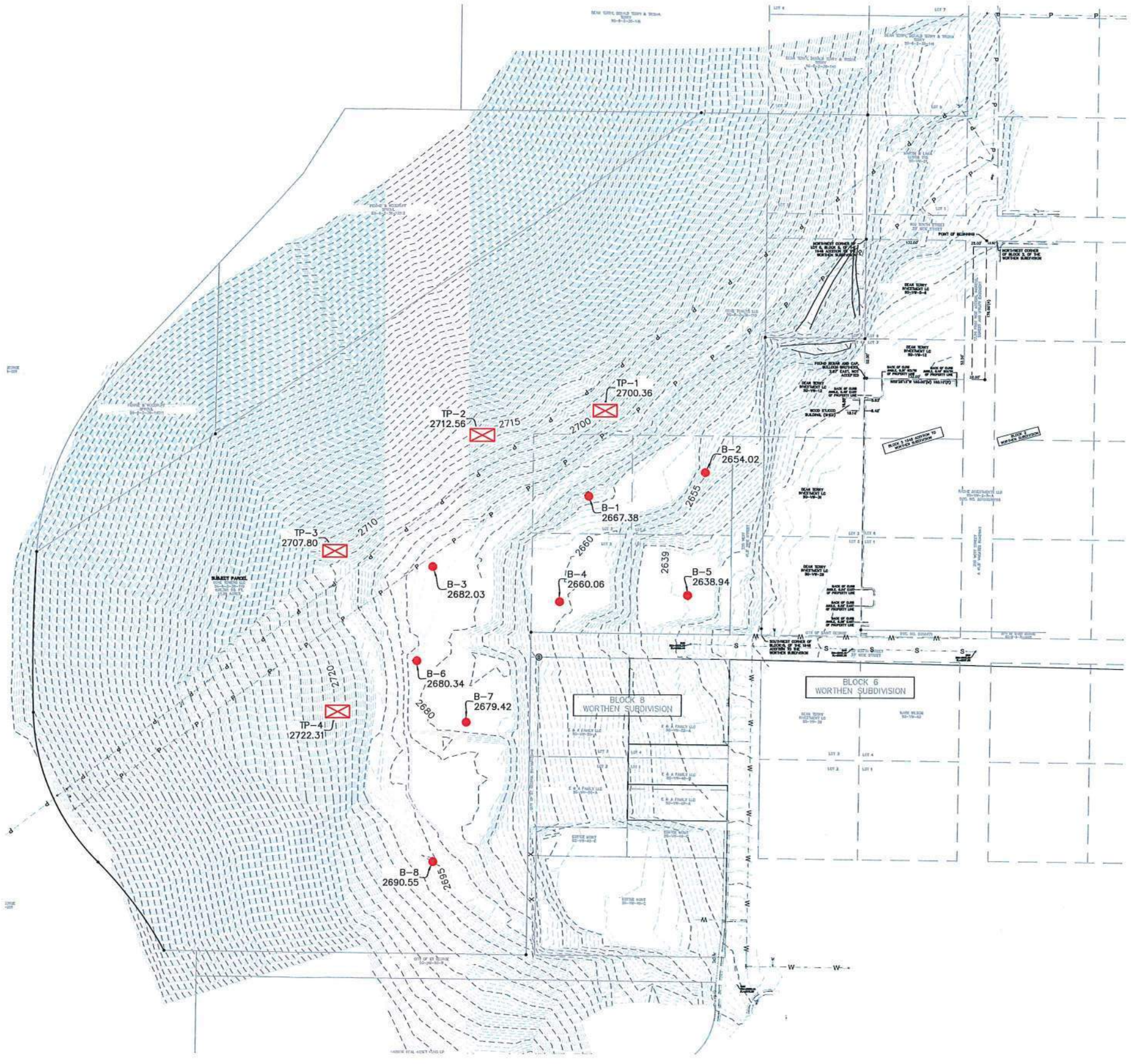
THE COVE
ST. GEORGE, UTAH

N

Not to Scale

2192092	AGEC	Vicinity Map	Figure 1

THE COVE
ST. GEORGE, UTAH



- Approximate boring location
- Approximate test pit location

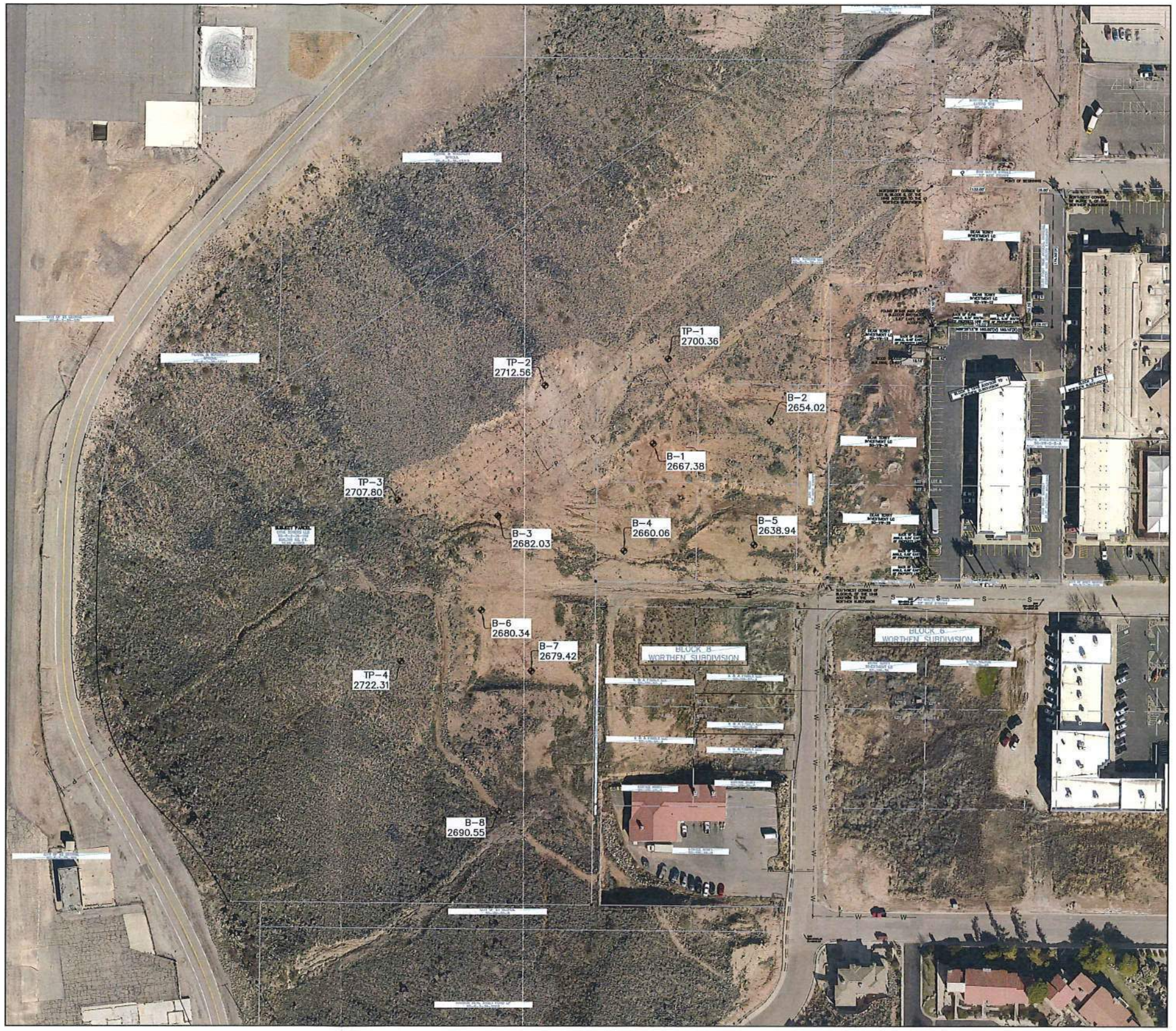
N

0 150 300 feet

Approximate Scale

2192092	AGEC	Site Plan	Figure 2

THE COVE
ST. GEORGE, UTAH

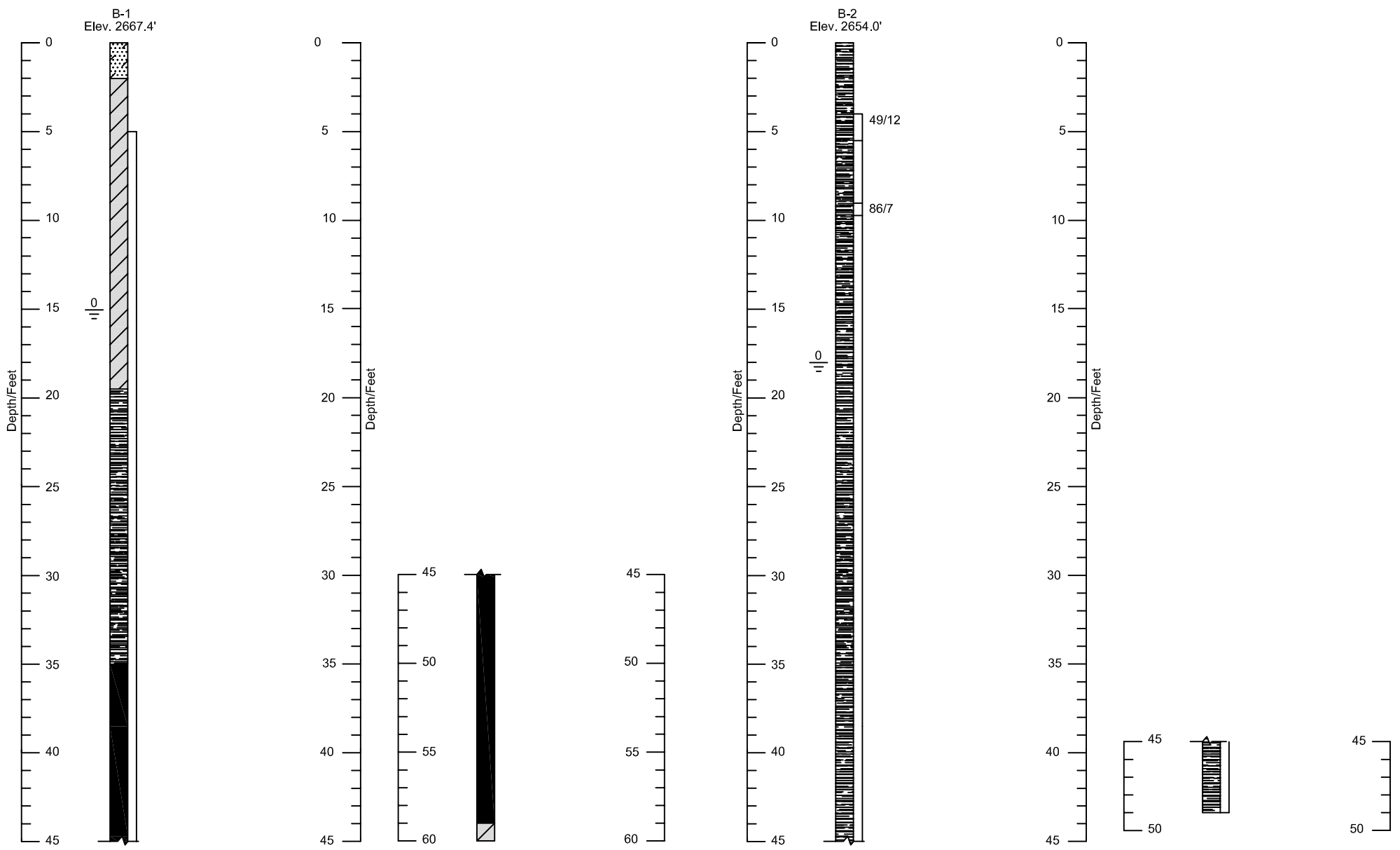


N

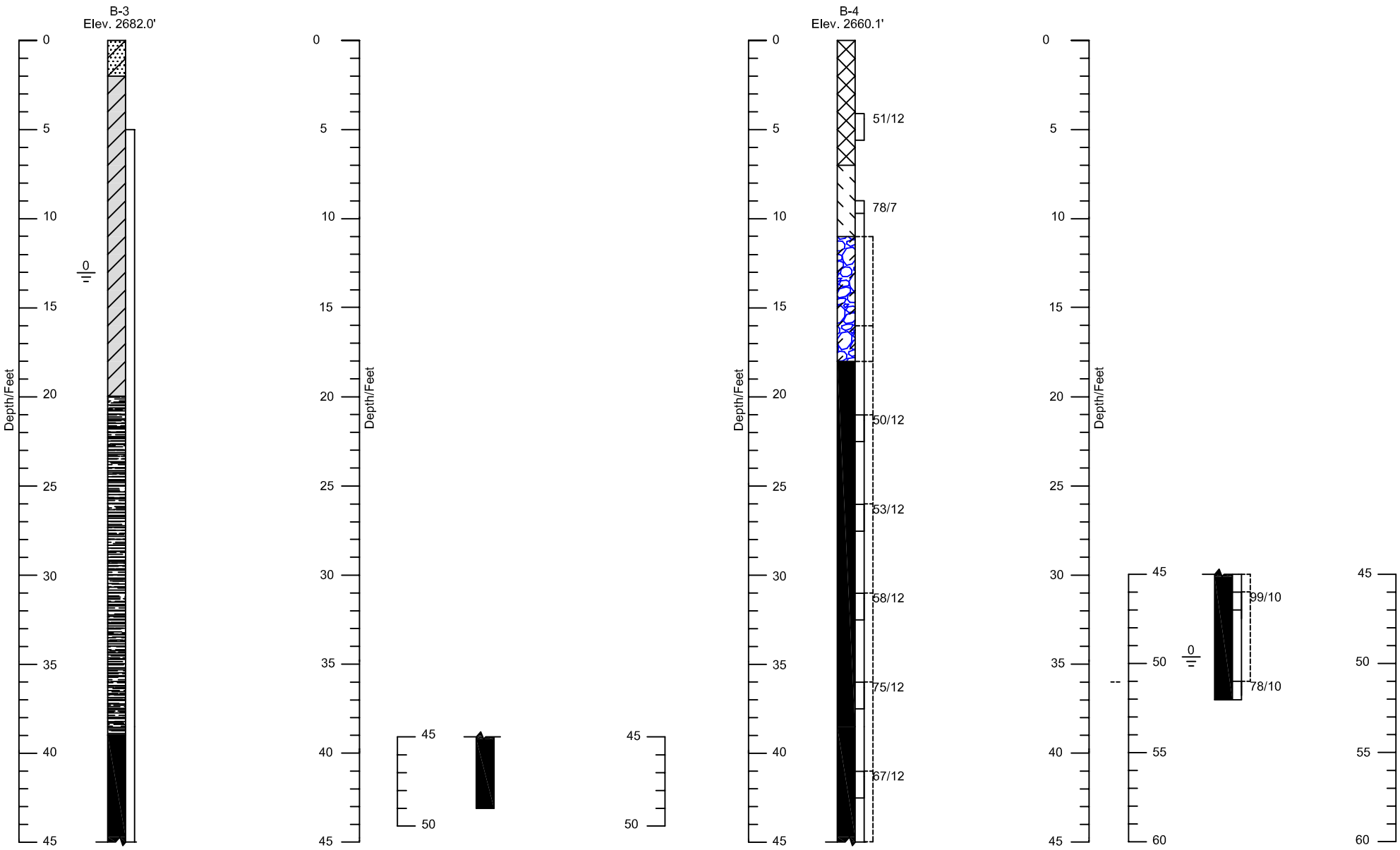
0 200 400 feet

Approximate Scale

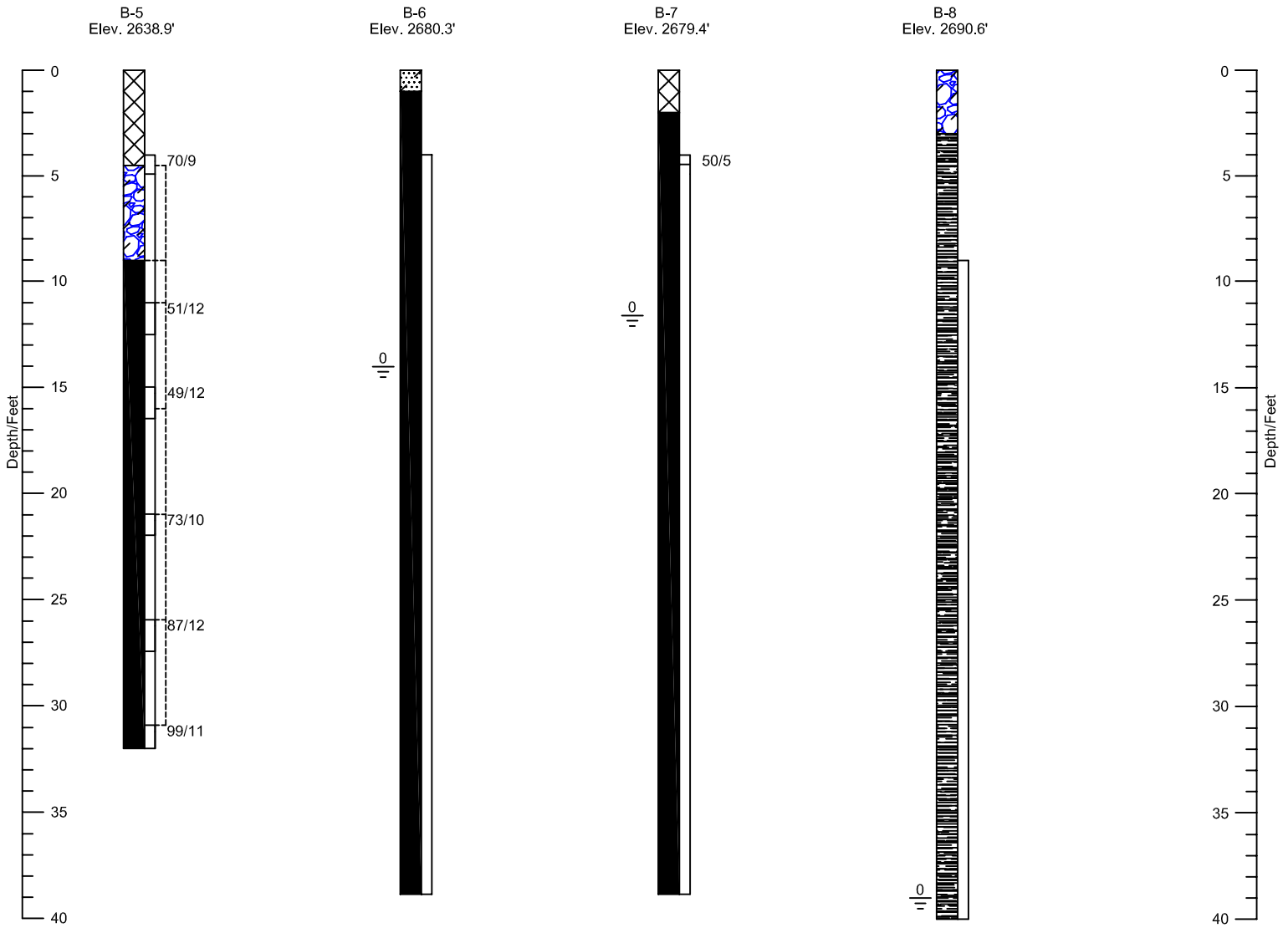
2192092	AGEC	Site Plan	Figure 2a



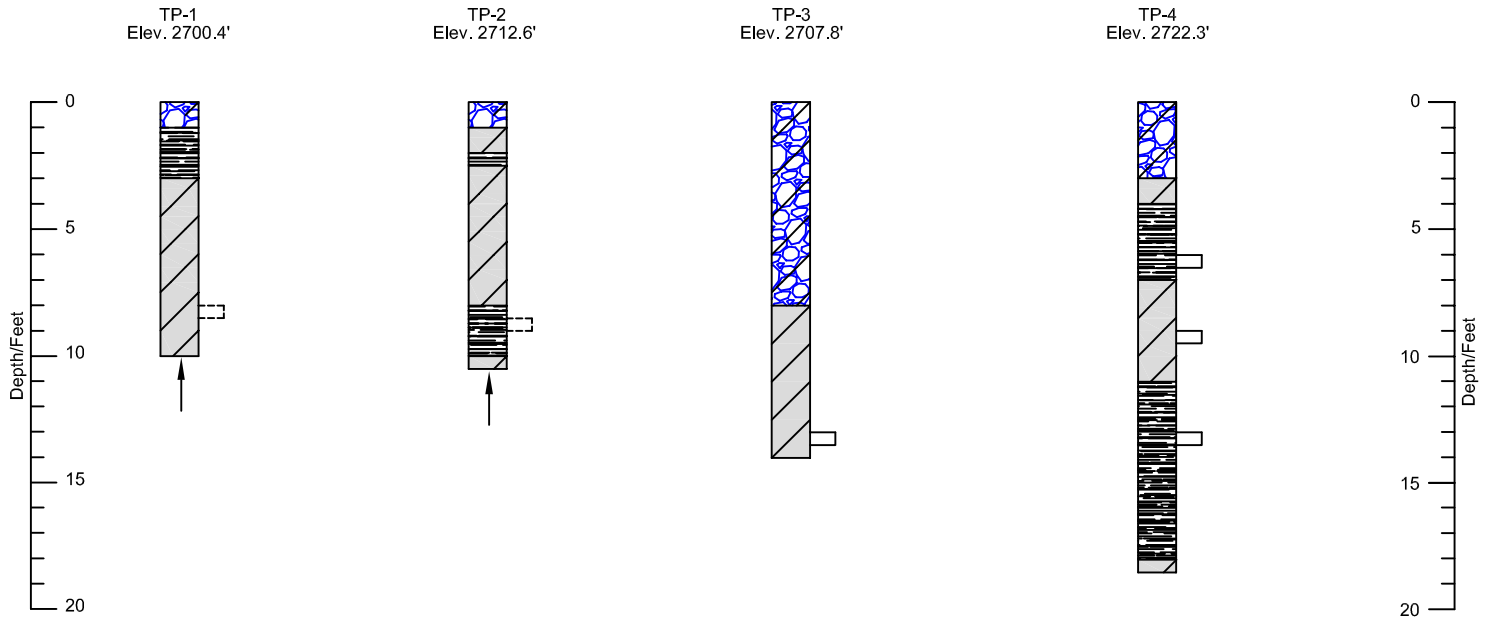
2192092 | AGEC | Logs of Exploratory Borings | Figure 3



2192092 | AGEC | Logs of Exploratory Borings | Figure 4



2192092	AGEC	Logs of Exploratory Borings	Figure 5



2192092	AGEC	Logs of Exploratory Borings	Figure 6

LEGEND:

Fill; Silty to Clayey Sand with Gravel, poorly compacted, slightly moist, and reddish brown in color.

Fat Clay (CH); medium stiff, moist, and reddish brown in color.

Clayey Sand (SC); medium dense, slightly moist, and reddish brown in color.

Silty Sand (SM); medium dense, moist, and reddish brown in color.

Clayey Gravel (GC); dense, moist, basalt cobbles and boulders, and black to red in color.

Silty Gravel with Sand (GM); dense, moist, basalt cobbles and boulders, and black to red in color.

Shale Bedrock; moderately hard, slightly moist, low to medium plastic, layered, gypsum, and red in color.

Claystone Bedrock; soft to moderately hard, moist, medium to high plastic, gypsum streaks, and red with white in color.

Siltstone Bedrock; moderately hard, slightly moist, non to low plastic, sandstone lenses/layers, and red-brown in color.

California drive sample taken. The symbol 10/12 indicates that 10 blows from a 140 pound hammer falling 30 inches were required to drive the sampler 12 inches.

Indicates core sample taken.

Indicates relatively undisturbed block sample taken.

Indicates disturbed sample taken.

Indicates the depth to free water and the number days after excavation the measurement was taken.

Indicates practical trackhoe refusal on boulders, sandstone bedrock, or limestone bedrock.

NOTES:

1. The borings were drilled on June 4, 5, 8, 9, and 10 with a truck mounted drill rig equipped with 8-inch hollow-stem augers. The test pits were excavated on June 9 and 10, 2020 with a trackhoe. Portions of the bedrock were cored using a 2½ inch diameter HQ bit using either air or mud rotary.
2. The locations and elevations of the borings and test pits were measured by survey by Bush and Gudgell, Inc.
3. The boring and test pit locations and elevations should be considered accurate only to the degree implied by the method used.
4. The lines between the materials shown on the logs represent the approximate boundaries between material types and the transitions may be gradual.
5. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water level may occur with time.

B-1 @ 5-15 ft.

B-1 @ 15-24 ft

B-1 @ 24-32 ft.

B-1 @ 32-41 ft.

B-1 @ 41-50 ft.

B-1 @ 50-58 ft.

B-1 @ 58-60 ft.

B-2 @ 9-23 ft.

B-2 @ 23-32 ft.

B-2 @ 32-42 ft.

B-2 @ 42-44 ft.

B-3 @ 4-19 ft.

B-3 @ 19-29 ft.

B-3 @ 29-39 ft.

B-3 @ 39-49 ft.

B-6 @ 4-14 ft.

B-6 @ 14–26 ft.

B-6 @ 26-34 ft.

B-6 @ 34-39 ft.

B-7 @ 4-17 ft.

B-7 @ 17-26 ft.

B-7 @ 26-36 ft.

B-7 @ 36-39 ft.

B-8 @ 9-22 ft.

B-8 @ 22-29 ft.

B-8 @ 29-34 ft.

B-8 @ 34-39 ft.

AGEC
Applied GeoTech

January 6, 2020

Holdaway Construction
38 East 590 North
Hurricane, Utah 84737

Attention: Brent Holdaway
EMAIL: bholdaway@live.com

Subject: Geologic-hazard Assessment
Proposed Cove Development
300 West 900 South
St George, Utah
Project No. 2192092

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to evaluate geologic hazards for the proposed Cove development to be constructed at approximately 300 West 900 South in St George, Utah.

PROPOSED CONSTRUCTION

We understand a mixed-use development consisting of retail, restaurant and residential facilities is planned for the east portion of the property. The west side of the developed area will be cut into the slope of the hillside.

GEOLOGY

The geology of the site is mapped by Hayden and Willis (2011) to consist of talus and landslide deposits on the hillside and bedrock near the base of the slope. The relatively flat east side of the property is mapped as mixed eolian and alluvial deposits. The bedrock is the Springdale Sandstone Member of the Kayenta Formation overlying the Whitmore Point Member of the Moenave Formation overlying the Dinosaur Canyon Member of the Moenave Formation. The bedrock dips gently down in a north/east direction.

Low-sun-angle aerial photographs from 1981, color aerial photographs from 2000, black and white aerial photographs from 1960 and lidar data from 2017 were reviewed to evaluate geologic hazards in the area. The resolution of the photographs along is not sufficient to allow evaluation of rockfall. In addition, the area planned for development had been disturbed

by the time of the photographs. Landslide deposits can be identified on the aerial photographs south of the site. The landslide mapped on the northwest slope above the proposed development area is not apparent from the aerial photographs or lidar. The area mapped as landslide is terraced suggesting there may be creep or shallow-depth movement of the ground in this area. The affected soil does not appear to extend more than about 2 or 3 feet deep.

ROCKFALL EVALUATION

There are outcrops of basalt above the property with some areas of rock that could potentially become dislodged, particularly during a major earthquake, and result in rockfall hazard for the proposed development. The rocks are generally less than 5 feet in size. The approximate extent of the rockfall hazard is presented on Figure 2. This is based on field observation and experience with similar sites in the area. The extent of the potential rockfall hazard cannot be well defined due to land disturbance and likely removal of rocks in the runout zone.

The area planned for buildings could be protected from rockfall hazards by constructing a barrier along the uphill side of the development or removal of the source rocks.

The rockfall-protection berm, assumed to be constructed just up slope of the west and northwest cut slopes for the development, should have a height of at least 8 feet, a top width of at least 6 feet and an upslope face of ½ horizontal to 1 vertical or steeper. It is important to have a steep upslope face for the berm so rocks are not directed over the berm. The berm should be reinforced using geogrid to maintain a steep upslope face. The reinforcement spacing and slope construction will depend on the type of fill used and reinforcement selected. Internal design of the berm reinforcement could be provided upon request.

LANDSLIDE EVALUATION

The landslide on the northwest side of the property appears to be less than 2 or 3 feet deep and is not expected to be a hazard for the proposed development if slopes are adequately reinforced. This should be evaluated in the geotechnical study for the site.

OTHER GEOLOGIC HAZARDS

Other geologic hazards considered for this study are debris flow and fault rupture. Based on geologic mapping for the area, our site reconnaissance, and review of aerial photographs and lidar data, these are not considered hazards at the site.

LIMITATIONS

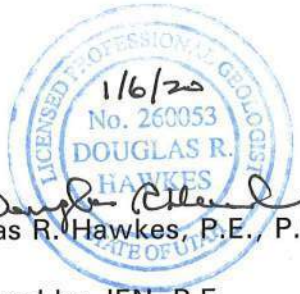
This letter has been prepared in accordance with generally geologic engineering practices in the area for the use of the client. The conclusions and recommendations included in the letter are based on conditions observed during our field study, topographic information provided and

our experience with similar type projects. If conditions are significantly different from those described in this letter, we should be notified to reevaluate the recommendations given.

If you have questions or if we can be of further service, please call.

Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

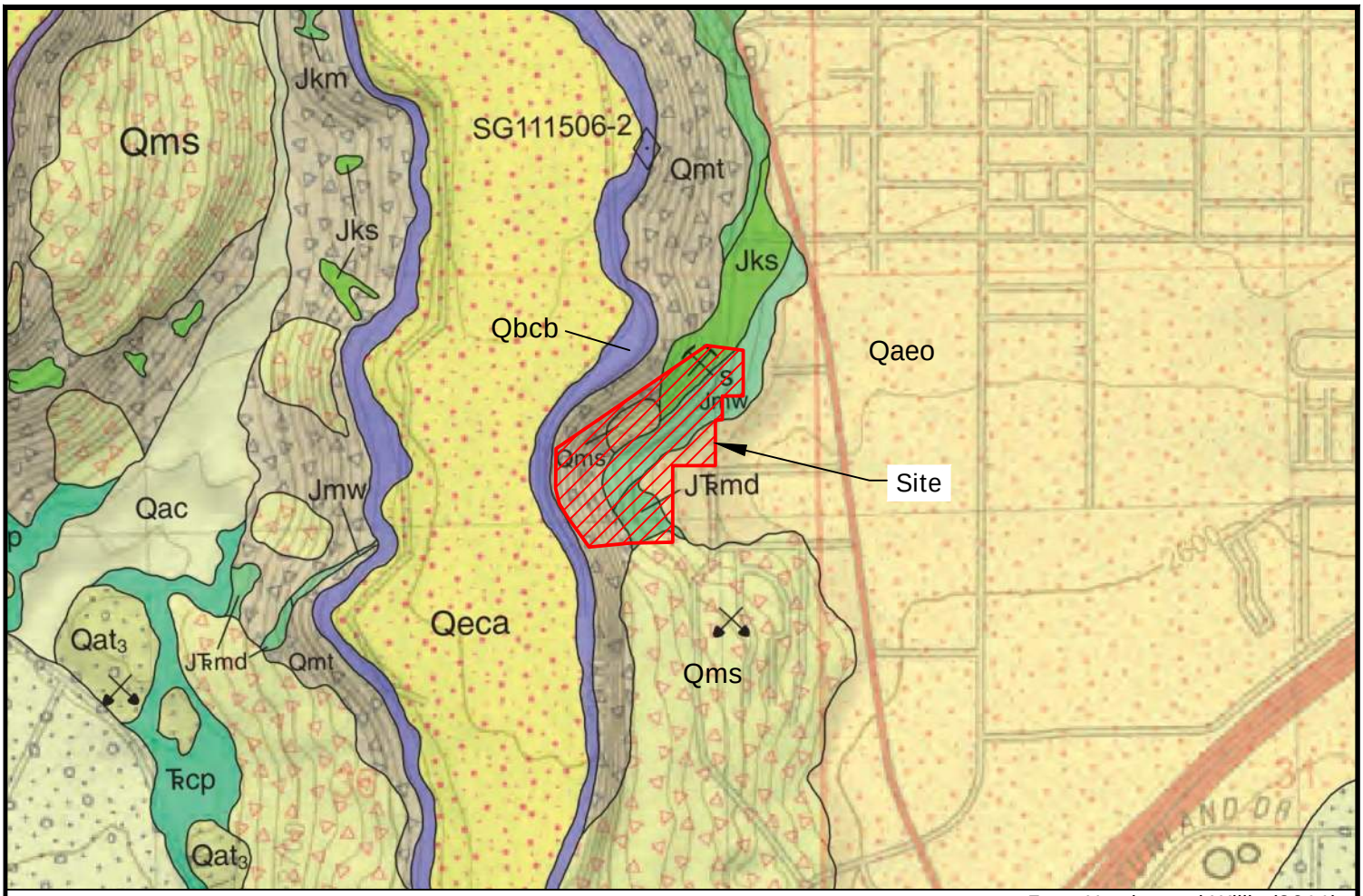


Douglas R. Hawkes, P.E., P.G.

Reviewed by JEN, P.E.
DRH/rs
Enclosures

Reference:

Hayden, J.M. and Willis, G.C., 2011; Geologic map of the St George 7.5' quadrangle, Washington County, Utah, Utah Geological Survey Map 251DM.



From Hayden and Willis (2011)

EXPLANATION OF SYMBOLS AND GEOLOGIC UNITS IN AREA OF PROPOSED DEVELOPMENT

Qmt - Talus deposits (Holocene to upper Pleistocene)

Qms - Landslide deposits (Holocene to middle Pleistocene).

Qeca - Eolian and alluvial deposits with thick calcic soil on lava flows (Holocene to lower Pleistocene).

Qaeo - Mixed alluvial and eolian deposits (Holocene to middle Pleistocene).

Qbcb - Cedar Bench lava flow (lower Pleistocene)

Jks - Springdale Sandstone Member of the Kayenta Formation (Lower Jurasic)

Jmw - Whitmore Point Member of the Moenave Formation (Lower Jurassic)

JTrmd - Dinosaur Canyon Member of the Moenave Formation (Lower Jurassic to Upper Triassic).

——— — — Geologic contact between units, dashed where approximate.

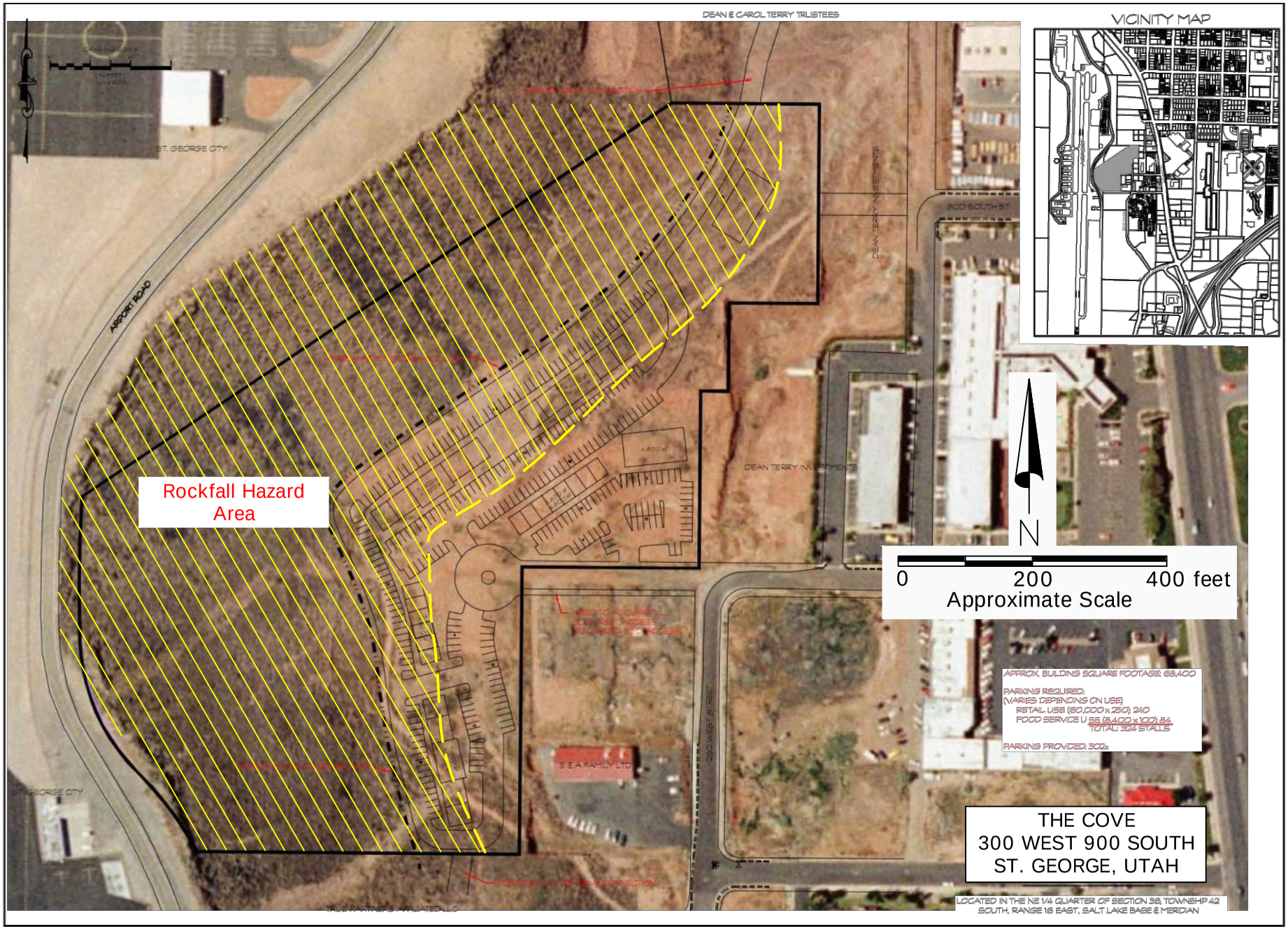
Normal fault, bar and ball on down thrown side, dashed where approximate, dotted where concealed.

N

0 1000 2000 feet

Approximate Scale

THE COVE
300 WEST 900 SOUTH
ST. GEORGE, UTAH



2192092	AGEC	Rockfall Hazard Area	Figure 2

Exhibit G

Hazards Report

AGEC
Applied GeoTech

January 6, 2020

Holdaway Construction
38 East 590 North
Hurricane, Utah 84737

Attention: Brent Holdaway
EMAIL: bholdaway@live.com

Subject: Geologic-hazard Assessment
Proposed Cove Development
300 West 900 South
St George, Utah
Project No. 2192092

Gentlemen:

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to evaluate geologic hazards for the proposed Cove development to be constructed at approximately 300 West 900 South in St George, Utah.

PROPOSED CONSTRUCTION

We understand a mixed-use development consisting of retail, restaurant and residential facilities is planned for the east portion of the property. The west side of the developed area will be cut into the slope of the hillside.

GEOLOGY

The geology of the site is mapped by Hayden and Willis (2011) to consist of talus and landslide deposits on the hillside and bedrock near the base of the slope. The relatively flat east side of the property is mapped as mixed eolian and alluvial deposits. The bedrock is the Springdale Sandstone Member of the Kayenta Formation overlying the Whitmore Point Member of the Moenave Formation overlying the Dinosaur Canyon Member of the Moenave Formation. The bedrock dips gently down in a north/east direction.

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This letter has been prepared in accordance with generally geologic engineering practices in the area for the use of the client. The conclusions and recommendations included in the letter are based on conditions observed during our field study, topographic information provided and

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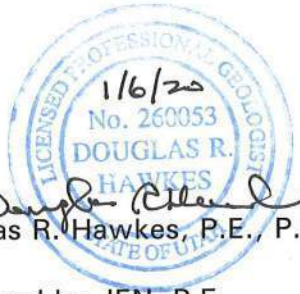

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Reviewed by JEN, P.E.
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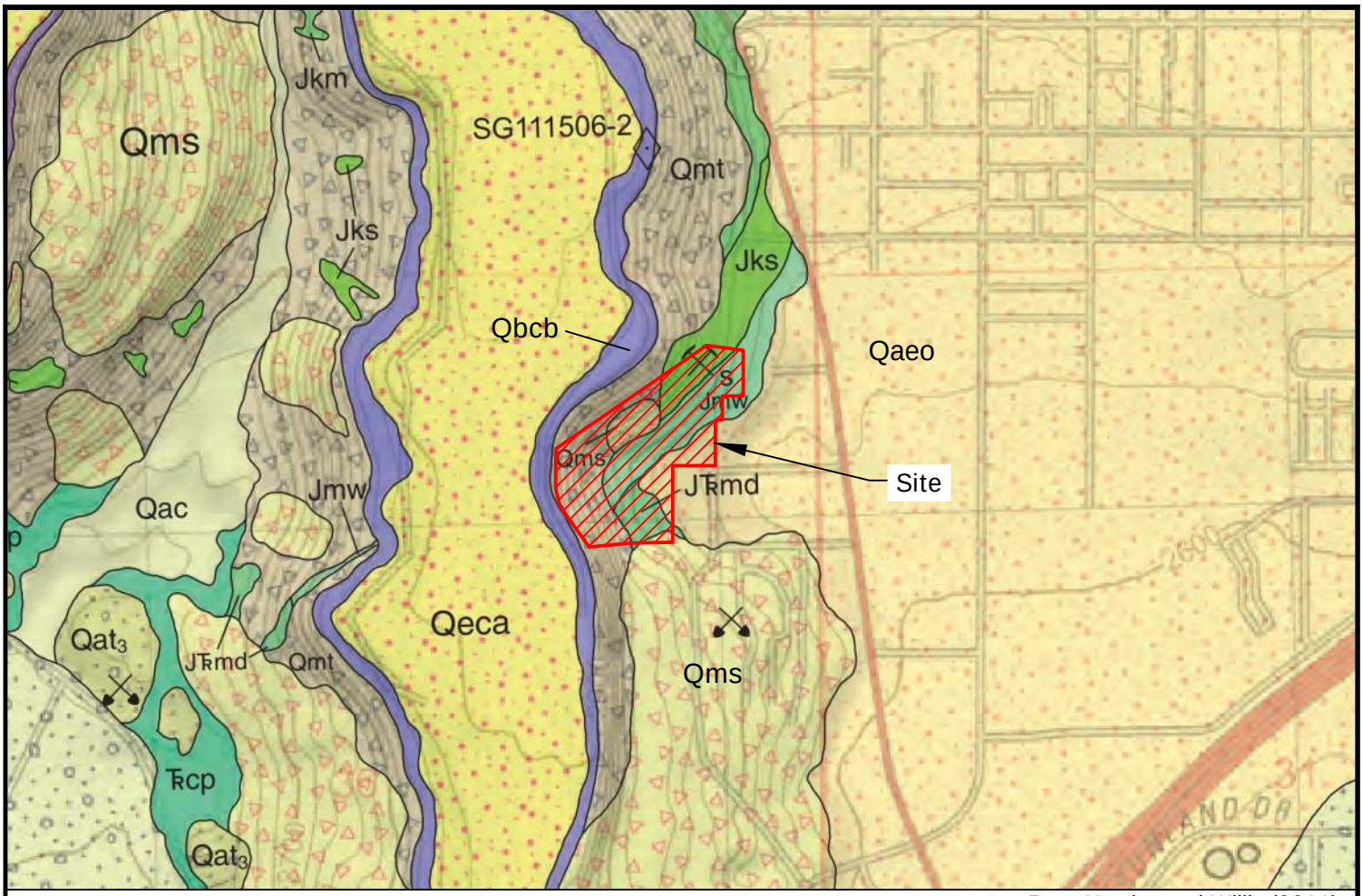

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N

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Approximate Scale

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300 WEST 900 SOUTH
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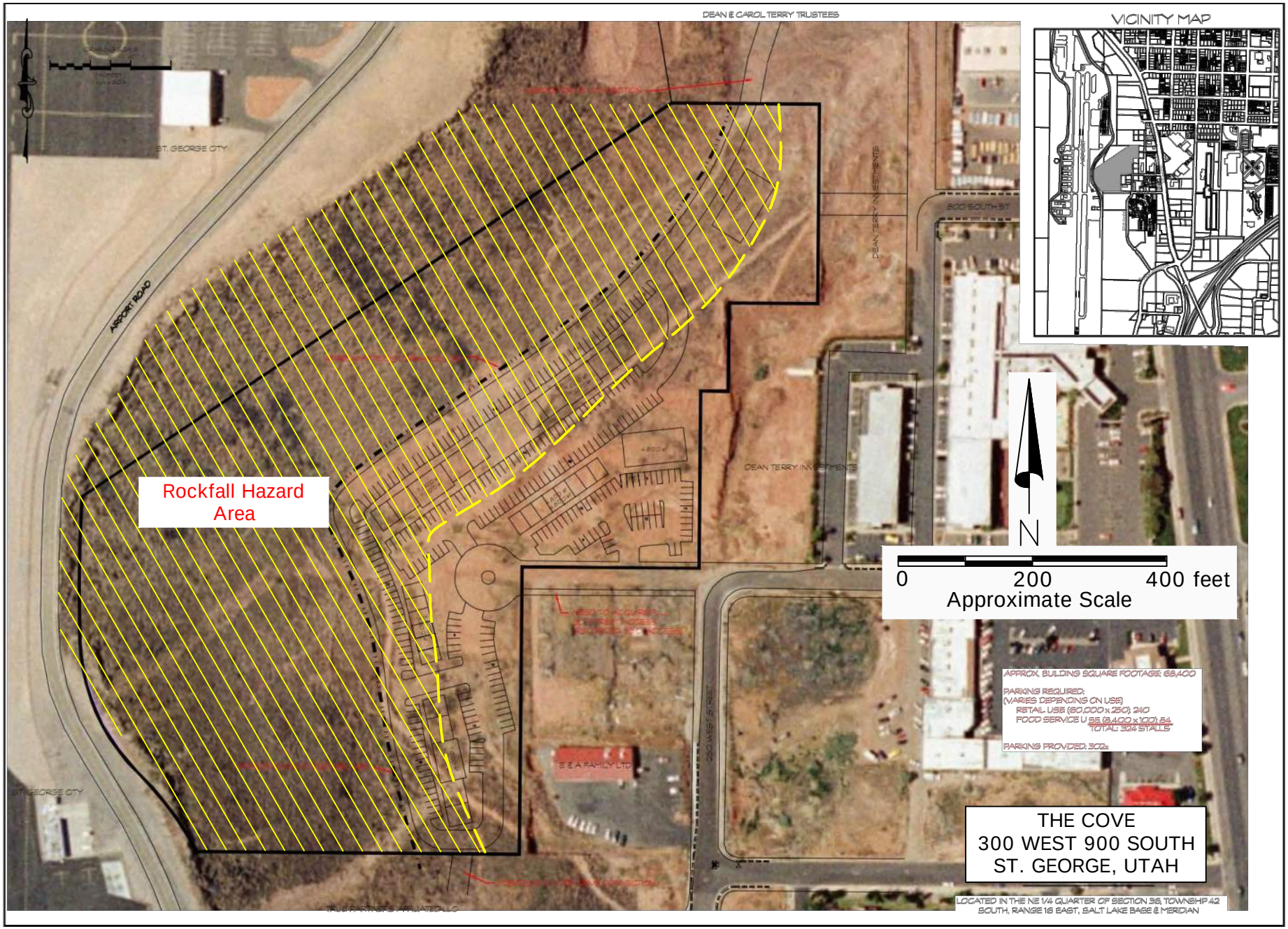


2192092	AGEC	Rockfall Hazard Area	Figure 2

October 6, 2021

Wasatch Commercial Builders, LLC
40 East Galivan Way 2nd Floor
Salt Lake City, Utah 84111

Attn: Josh Lyon
email: jlyon@wasatchcb.com

Subject: Rockfall Mitigation and Slope Protection Recommendations
Soleil Ridge
St, George, Utah
AGEC Project No. 2201872

Applied Geotechnical Engineering Consultants, Inc. (AGEC) was requested to provide recommendations for rockfall mitigation and slope protection for the above referenced project. AGEC has previously provided a Rock Fall Study for the property under Project No. 2192092. As a part of the project, a rockfall hazard has been identified and evaluated by AGEC. During the study, the rockfall hazard was defined and a rockfall "runout line" was determined. AGEC was requested to provide options for mitigation of the rock fall hazard. The rockfall hazard area includes the hillside perimeter of the property on the northwest, west and southwest. See photos No. 1 and 2 for typical slope conditions.

AGEC has further evaluated the rockfall into levels of hazard areas that have been designated as Zones for various levels of rock fall hazard (See Figure 1). The rock fall hazard was divided into Zone 1 (High), Zone 2 (moderate) and Zone 3 (low). These zones were based on our evaluation of the potential risk of rockfall, source of rock, steepness of the slope and the proximity of planned adjacent buildings.

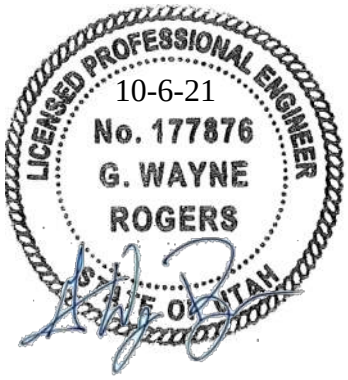
AGEC has previously provided a preliminary slope detail during the original hillside review. The original detail was provided prior to the current plan. This detail has been modified to assist with rockfall mitigation due to the current plan and building locations. Based on the additional evaluation and changes in the proposed construction, a revised detail has been provided on Figure 2 with the notes on Figure 3. The detail includes that the existing slope will be cut into bedrock at approximately ½ to 1 (horizontal to vertical) with benches per IBC Chapter 18, Appendix J. The base of the cut slope will have a rock slope with a

drainage catchment or ditch at the top of the wall. The top of the slope will include a rockfall berm that varies in size depending on the rockfall Zone designation shown on Figure 1. Several photos of an adjacent project, Monster Storage and another similar project, Red Rock Commons (Dicks Sporting Goods) showing the slopes is provided in photos 3-7. The Monster Storage project is nearby with similar layers of materials anticipated and the Red Rock Commons project shows a similar condition. In each case, it will be necessary to provide some long term weathering or raveling of smaller particles over time.

As an alternative to the rockfall berm in Zone 1, AGEC is evaluating the potential use of a Rockfall Fence product called Geobrugg. AGEC has utilized the product for this purpose previously on a local project in Ivins called Sentierre (south of Tucahn). Several photos of the product are attached. The rock fall fence would be a preferred mitigation and would be able to minimize the bench and slope cut at the top of the cut zone. The design for the rock fall fence would include foundations supported on micropiles also used for lateral support. The fence product is primarily a high strength steel mesh product with cables that absorbs the energy from a rock fall event. If this alternative is to be utilized, AGEC will assist in the design along with a structural engineer and engineers from Geobrugg.

If you have any questions, or if we can provide additional information, please contact us.

Sincerely,
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



G. Wayne Rogers, P.E.
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Photo No. 1, View of SW portion of hillslope

Photo No. 2, View of North Slope area

Photo No. 3, View of Monster Storage cut slope

Photo No. 4, View cut face on back side of Monster Storage- Sandstone Rock

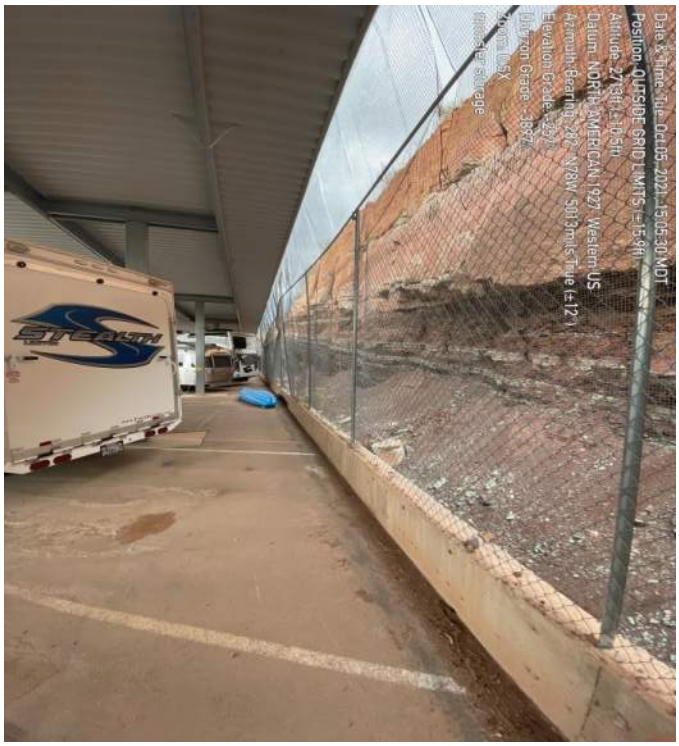


Photo no. 5 – View of cut face in mudstone- Monster Storage

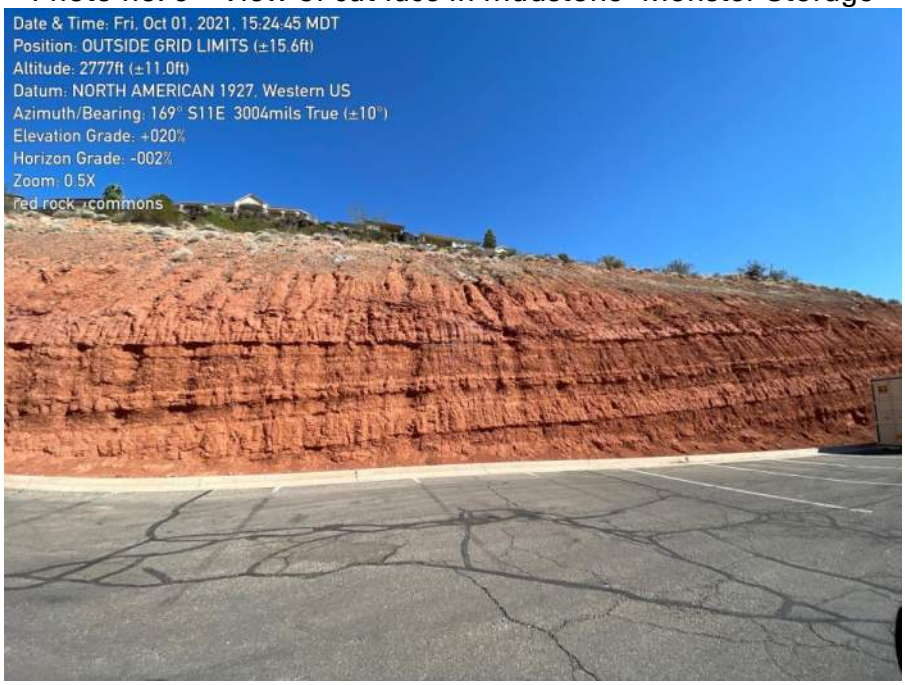


Photo No. 6 – View of cut face in shale bedrock – Red Rock Commons

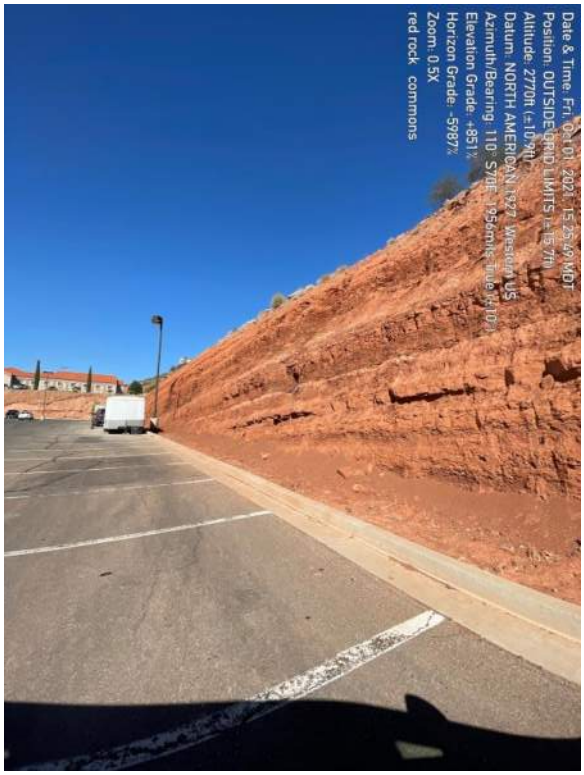


Photo No. 7, View of cut face – Dicks Sporting Goods

Photo No. 8 – View of rock fall fence – Sentierre

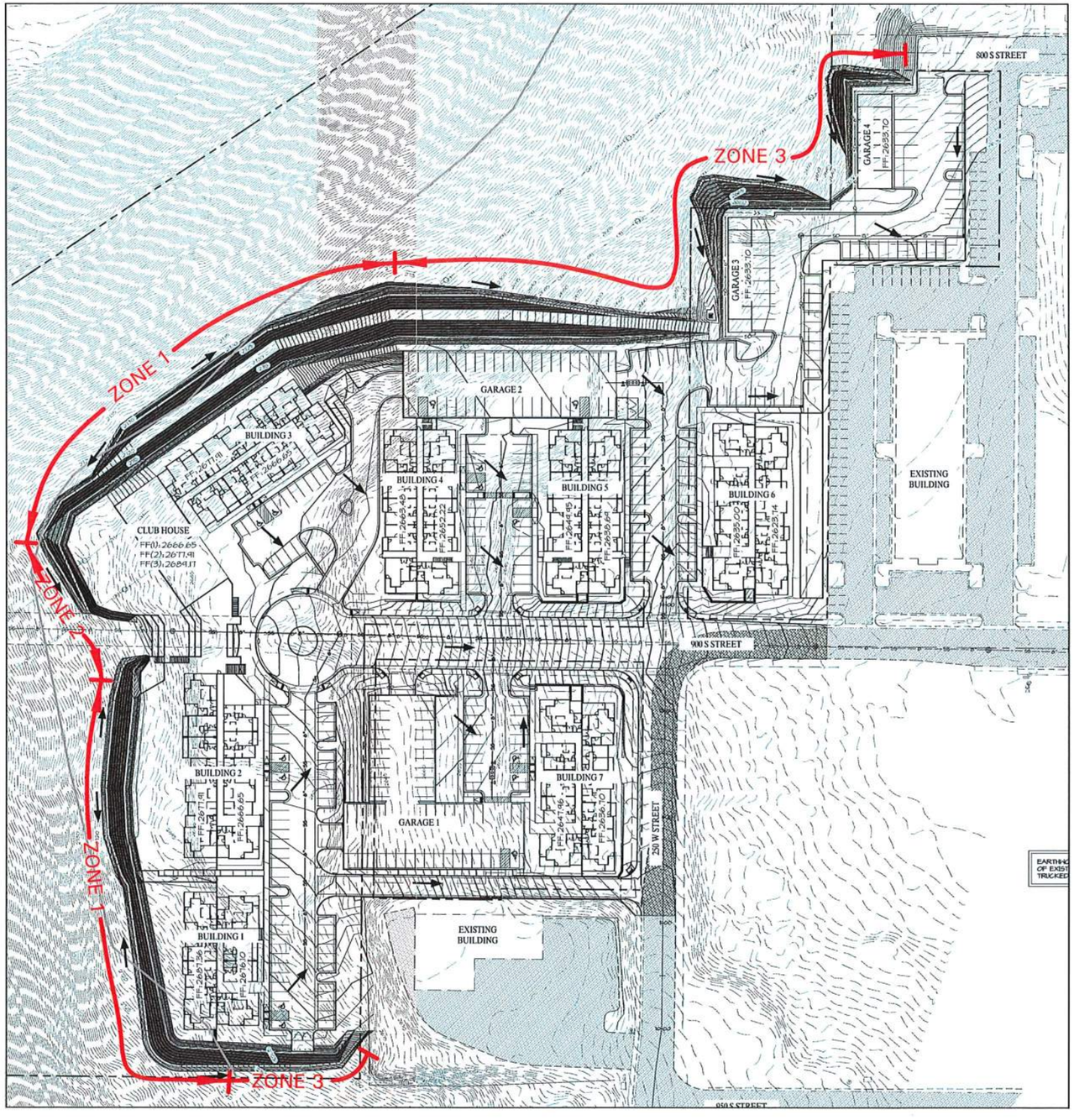
Photo No. 9 – Veiw of rock fall fence - Sentierre

Photo No. 10 – View of rock fall fence - Sentierre

Photo No. 11 – View of rock fall fence - Sentierre

SOLEIL RIDGE
ST. GEORGE, UTAH

Zone	Height Total (H)(ft)	Crest Width (ft)
1	8	8
2	6	6½
3	4	5



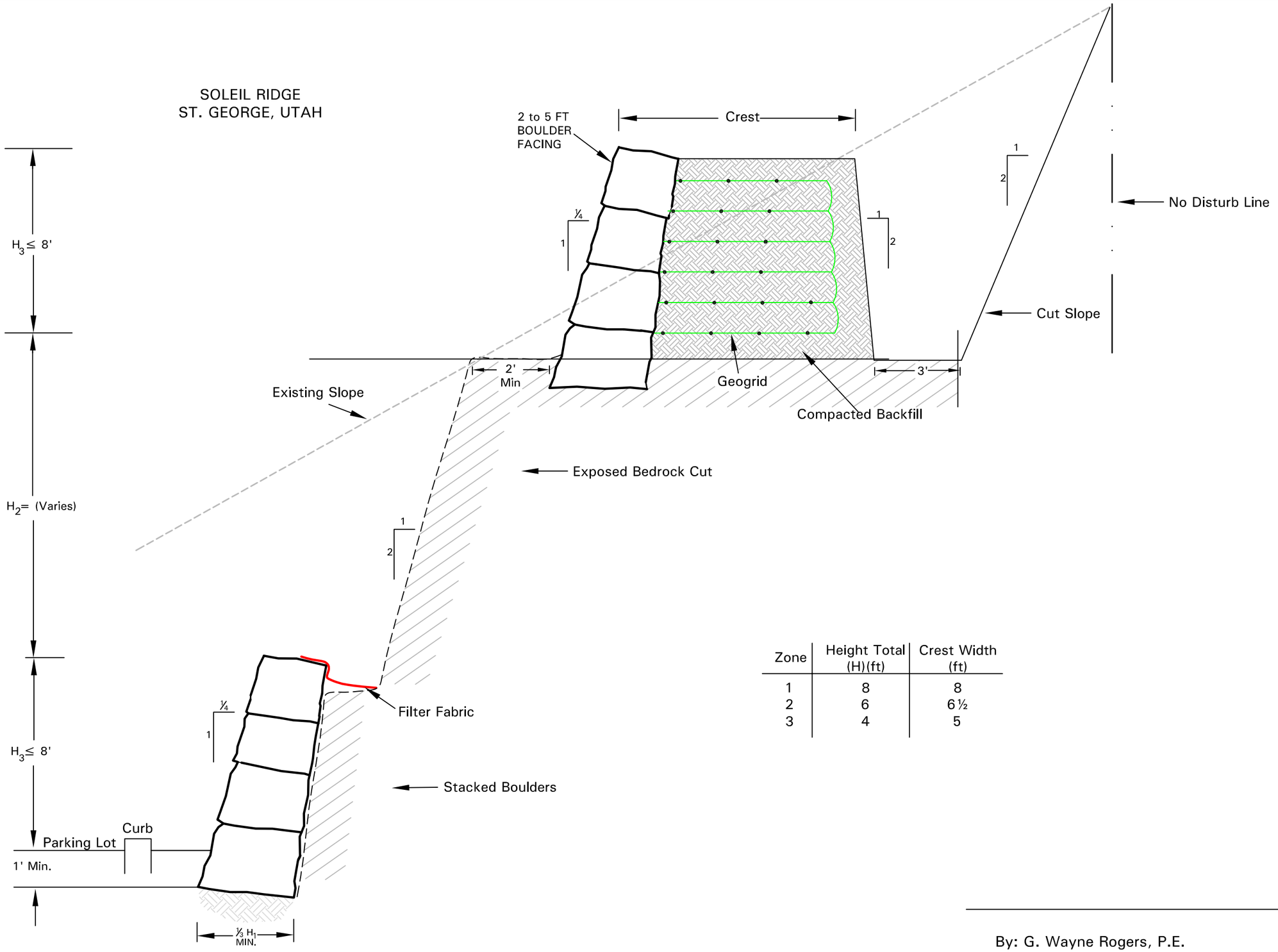
N

0 120 240 feet

Approximate Scale

2201872	AGEC	Site Plan	Figure 1

SOLEIL RIDGE
ST. GEORGE, UTAH



Zone	Height Total (H)(ft)	Crest Width (ft)
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2	6	6½
3	4	5

By: G. Wayne Rogers, P.E.

2201872	AGEC	ROCKERY FACED SLOPE DESIGN	Figure 2

SOLEIL RIDGE
ST. GEORGE, UTAH

Geosynthetic Reinforcement Schedule ¼:1 (H:V) Slope

Top Tier Boulder Faced Fill Slope Height (ft)	Geosynthetic Reinforcement Required	* Geogrid	Geosynthetic Vertical Spacing (ft)	Grid Lengths (L)
			S_1	L_1
$H_T \leq 8$	Yes (upper)	Mirafi 5XT	1	Full Berm

* Approved Equivalents - Tensar UX1500HS = Miragrid 5XT = Fortrac 80/30-20 = Macaafari WG5

Boulder Slope Construction Notes:

1. Stacked boulders should consist of durable material resistant to weathering and approved by AGEC. Boulders should typically range from 2 to 4 feet in size with boulder sizes decreasing as they are stacked. Typical materials suitable for this application include basalt, limestone and some sandstones. The on-site sandstone should be suitable.
2. The slope/boulder foundation subgrade should be cleared of vegetation, rock or other obstacles and the surface level and smooth such that depressions and humps do not exceed 6 inches.
3. The boulders placed at the base of each tier should be embedded at least 1 foot below the lowest adjacent grade.
4. The subgrade should be properly prepared by compacting to at least 95% of ASTM D-1557.
5. The boulders should be stacked no steeper than ¼:1 (H:V). Less steep slopes may be required at the engineers discretion.

Geosythetic Notes:

1. Geosynthetic reinforcement should be placed continuously in the primary strength direction. It may not be spliced in the primary strength direction.
2. The placement of the geosynthetic reinforcement should be observed by a representative of AGEC to verify the specified geosynthetic is being used and properly placed. It should be stretched by hand until taut and free of wrinkles. Individual lengths of the geosynthetic reinforcement should be overlapped at least 1 foot.
3. The filter fabric should consist of Mirafi 140N non-woven filter fabric or equivalent.

Grading Notes:

1. The onsite sand may be used as backfill.
2. Backfill placed behind boulders and in reinforced areas should be tested frequently to verify compaction is at least 95% of the maximum dry density as determined by ASTM D-1557. We recommend a testing frequency of each lift of fill placed staggered approximately every 50 lineal feet. If the fill is not properly compacted, the stability of the slope will be reduced.
3. Backfill should be placed/spread over layers of specified geosynthetic in such a way which minimizes wrinkles and/or movement of the geosynthetic. Backfill within 3 feet of the boulders should be compacted with hand compaction equipment. Rubber-tired equipment may be utilized to compact the fill without causing damage to the geosynthetic. Track-mounted equipment should not be operated directly on the geosynthetic. At least 12 inches of fill should be placed above the geosynthetic prior to operating track-mounted equipment.

By: G. Wayne Rogers P.E.

Exhibit H

Rockfall Mitigation Report

October 6, 2021

Wasatch Commercial Builders, LLC
40 East Galivan Way 2nd Floor
Salt Lake City, Utah 84111

Attn: Josh Lyon
email: jlyon@wasatchcb.com

Subject: Rockfall Mitigation and Slope Protection Recommendations
Soleil Ridge
St, George, Utah
AGEC Project No. 2201872

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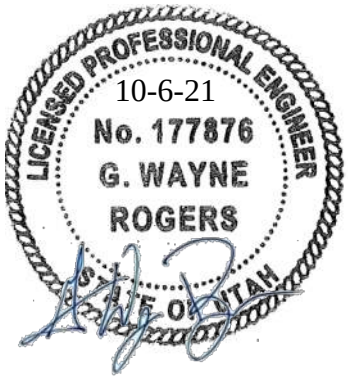

G. Wayne Rogers, P.E.
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Photo No. 2, View of North Slope area

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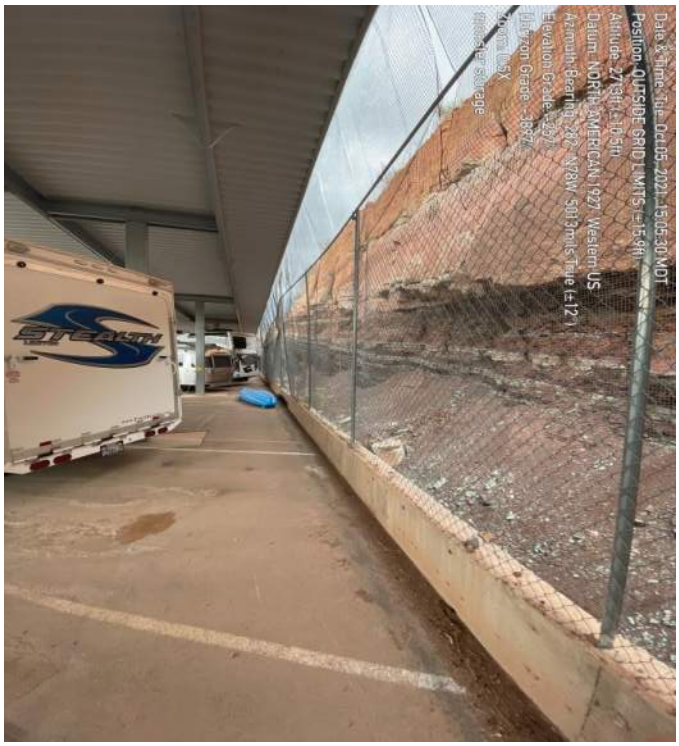


Photo no. 5 – View of cut face in mudstone- Monster Storage

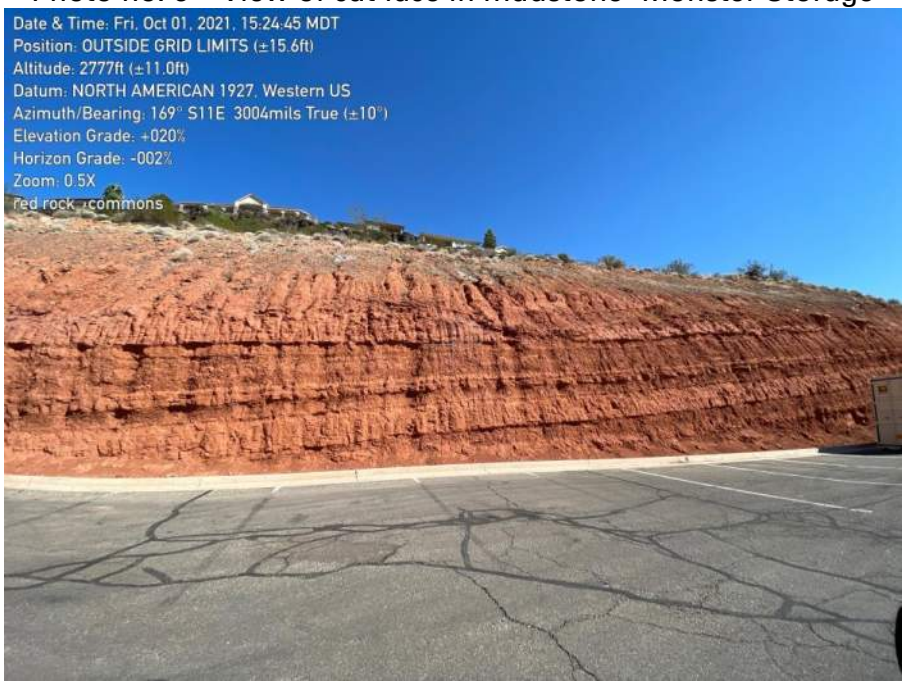


Photo No. 6 – View of cut face in shale bedrock – Red Rock Commons

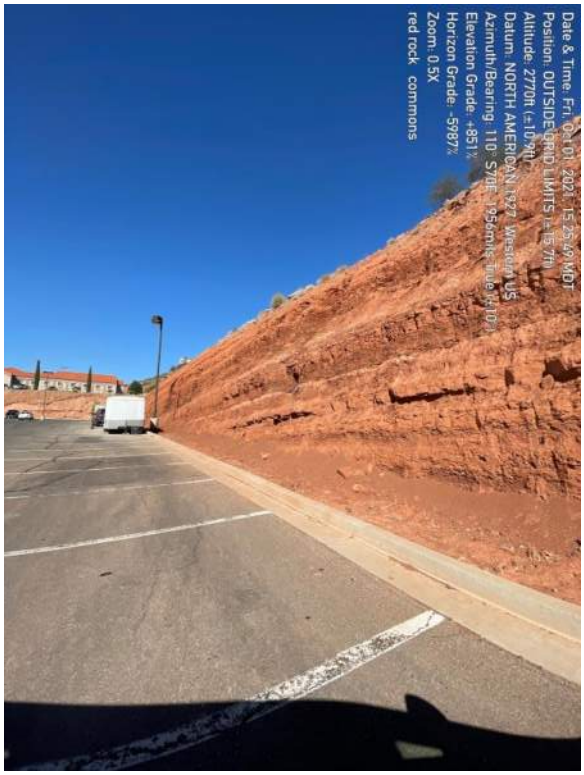


Photo No. 7, View of cut face – Dicks Sporting Goods

Photo No. 8 – View of rock fall fence – Sentierre

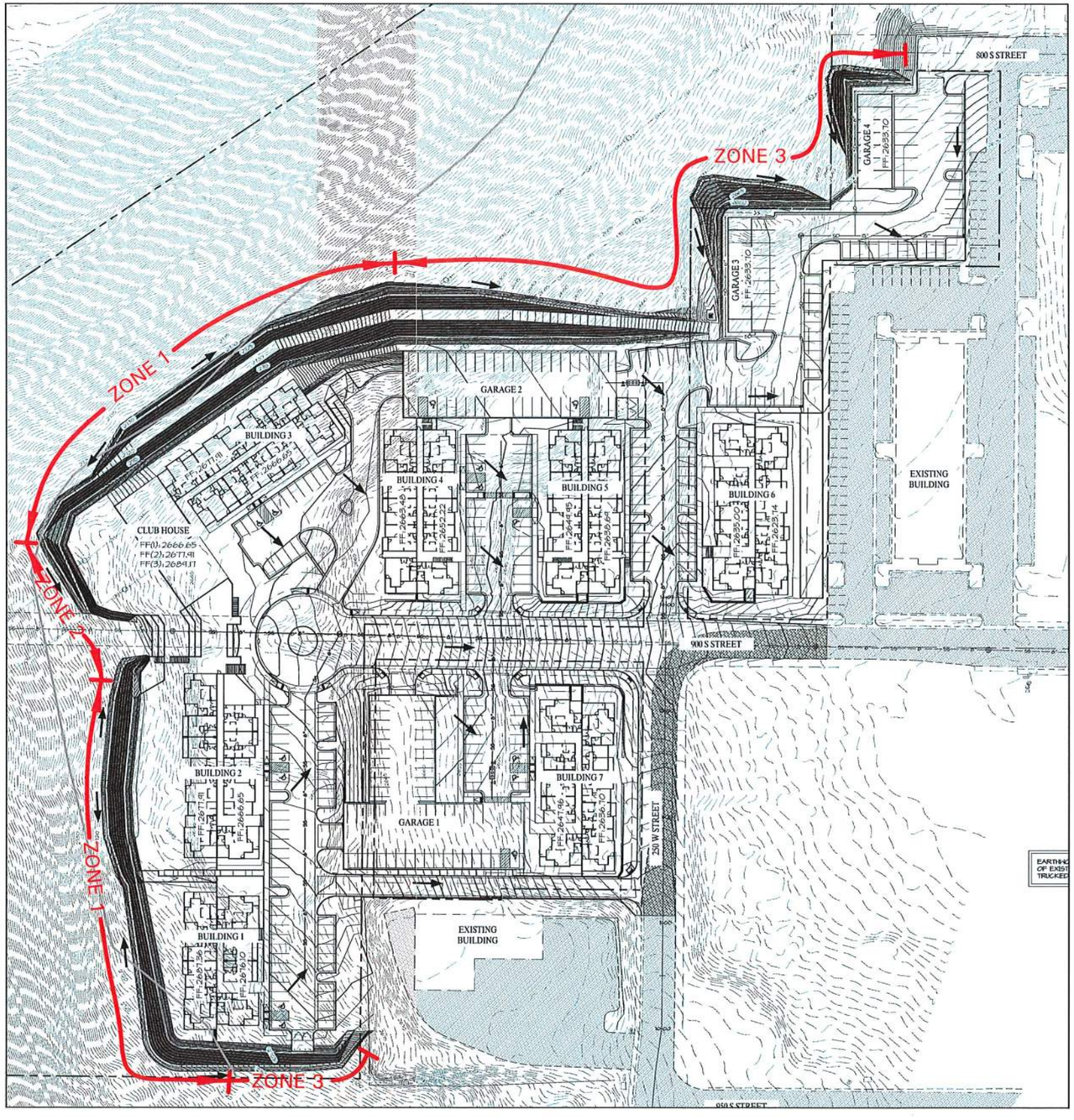
Photo No. 9 – Veiw of rock fall fence - Sentierre

Photo No. 10 – View of rock fall fence - Sentierre

Photo No. 11 – View of rock fall fence - Sentierre

SOLEIL RIDGE
ST. GEORGE, UTAH

Zone	Height Total (H)(ft)	Crest Width (ft)
1	8	8
2	6	6½
3	4	5



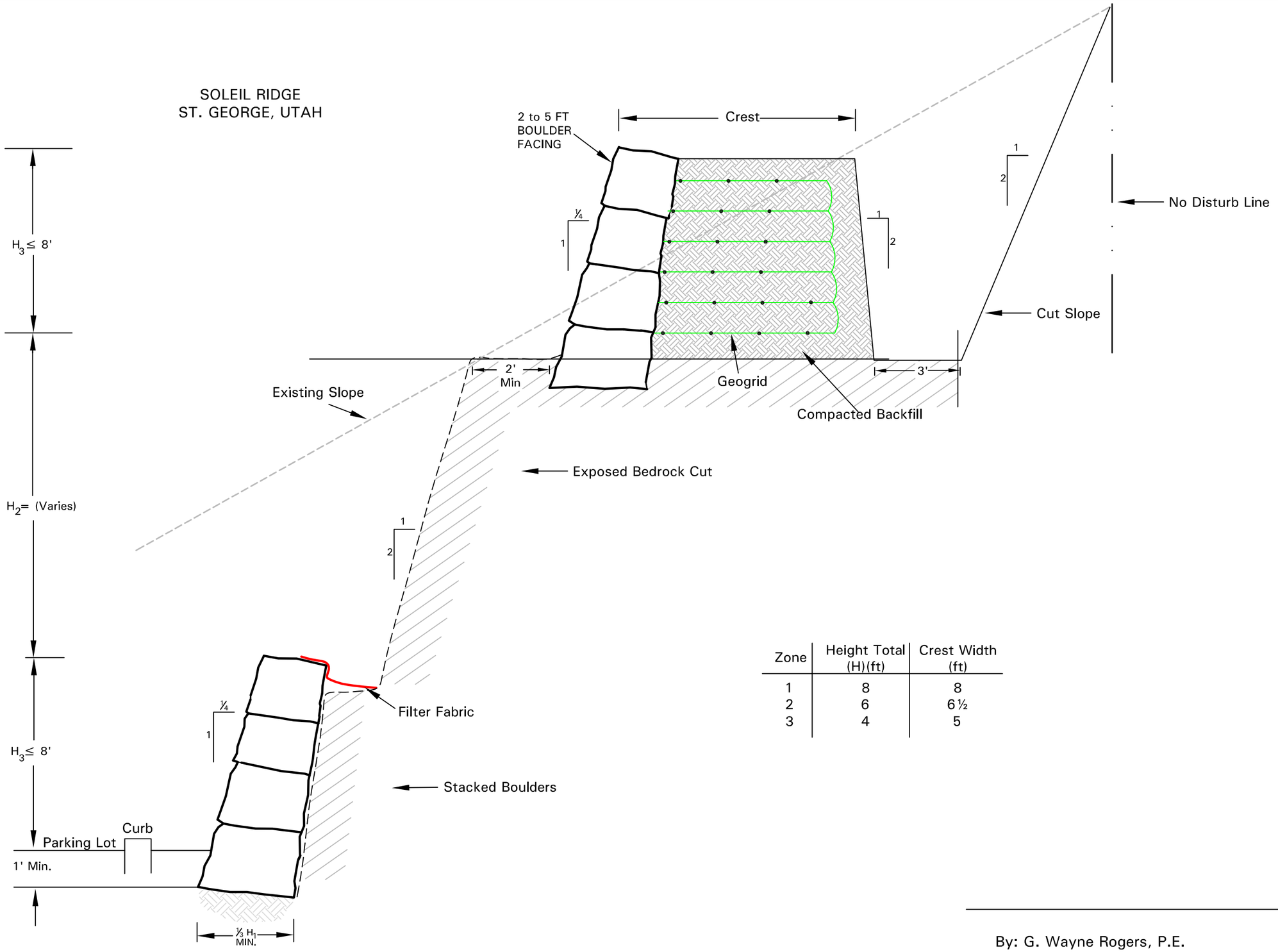
N

0 120 240 feet

Approximate Scale

2201872	AGEC	Site Plan	Figure 1

SOLEIL RIDGE
ST. GEORGE, UTAH



Zone	Height Total (H)(ft)	Crest Width (ft)
1	8	8
2	6	6½
3	4	5

By: G. Wayne Rogers, P.E.

2201872	AGEC	ROCKERY FACED SLOPE DESIGN	Figure 2

SOLEIL RIDGE
ST. GEORGE, UTAH

Geosynthetic Reinforcement Schedule ¼:1 (H:V) Slope

Top Tier Boulder Faced Fill Slope Height (ft)	Geosynthetic Reinforcement Required	* Geogrid	Geosynthetic Vertical Spacing (ft)	Grid Lengths (L)
			S_1	L_1
$H_T \leq 8$	Yes (upper)	Mirafi 5XT	1	Full Berm

* Approved Equivalents - Tensar UX1500HS = Miragrid 5XT = Fortrac 80/30-20 = Macaafari WG5

Boulder Slope Construction Notes:

1. Stacked boulders should consist of durable material resistant to weathering and approved by AGEC. Boulders should typically range from 2 to 4 feet in size with boulder sizes decreasing as they are stacked. Typical materials suitable for this application include basalt, limestone and some sandstones. The on-site sandstone should be suitable.
2. The slope/boulder foundation subgrade should be cleared of vegetation, rock or other obstacles and the surface level and smooth such that depressions and humps do not exceed 6 inches.
3. The boulders placed at the base of each tier should be embedded at least 1 foot below the lowest adjacent grade.
4. The subgrade should be properly prepared by compacting to at least 95% of ASTM D-1557.
5. The boulders should be stacked no steeper than ¼:1 (H:V). Less steep slopes may be required at the engineers discretion.

Geosythetic Notes:

1. Geosynthetic reinforcement should be placed continuously in the primary strength direction. It may not be spliced in the primary strength direction.
2. The placement of the geosynthetic reinforcement should be observed by a representative of AGEC to verify the specified geosynthetic is being used and properly placed. It should be stretched by hand until taut and free of wrinkles. Individual lengths of the geosynthetic reinforcement should be overlapped at least 1 foot.
3. The filter fabric should consist of Mirafi 140N non-woven filter fabric or equivalent.

Grading Notes:

1. The onsite sand may be used as backfill.
2. Backfill placed behind boulders and in reinforced areas should be tested frequently to verify compaction is at least 95% of the maximum dry density as determined by ASTM D-1557. We recommend a testing frequency of each lift of fill placed staggered approximately every 50 lineal feet. If the fill is not properly compacted, the stability of the slope will be reduced.
3. Backfill should be placed/spread over layers of specified geosynthetic in such a way which minimizes wrinkles and/or movement of the geosynthetic. Backfill within 3 feet of the boulders should be compacted with hand compaction equipment. Rubber-tired equipment may be utilized to compact the fill without causing damage to the geosynthetic. Track-mounted equipment should not be operated directly on the geosynthetic. At least 12 inches of fill should be placed above the geosynthetic prior to operating track-mounted equipment.

By: G. Wayne Rogers P.E.

Agenda Date: 07/20/2023 **Agenda Item Number:** 12

Subject:

Consider approval of a conditional use permit to build a new City Hall building and parking structure located on the northeast corner of Main Street and 100 South Street for a project to be called City Hall. Case No. 2023-CUP-002

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: City of St. George

Reference Number: 2023-CUP-002

Address/Location:

Northeast corner of Main Street and 100 South Street

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

This conditional use request is for a new building and parking garage that exceeds 20,000 square feet on the main level. The proposed location for the City Hall building will be where the former Wells Fargo drive-thru teller is located on city-owned property recently purchased from Wells Fargo Bank. The Planning Commission held a public meeting on this item on July 11, 2023 and recommended approval of this conditional use permit.

Staff Narrative (need/purpose):

This building and structure will be the location of a new City Hall and will be located on the northeast corner of Main Street and 100 South Street. The purpose of this new building will be to better serve our growing community now and to allow for anticipated growth over the next 30+ years.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On July 11, 2023, with a 6-0 vote, the Planning Commission recommended approval of the City Hall Conditional Use Permit.

St.George
Community Development

Conditional Use Permit

PLANNING COMMISSION AGENDA REPORT: 07/11/2023
CITY COUNCIL AGENDA REPORT: 07/20/2023

City Hall Conditional Use Permit (Case No. 2023-CUP-002)	
Request:	Consider a conditional use permit to build a new City Hall building and parking structure.
Applicant:	City of St. George
Representative:	Marc Mortensen
Location:	Northeast corner of Main Street and 100 South Street
General Plan:	Lively and Connected Neighborhood
Zoning:	C-4 (Central Business District)
Land Area:	Approximately 2.7 acres

BACKGROUND:
This conditional use request is for a new building and parking garage that exceeds 20,000 square feet on the main level. This building and structure will be the location of a new City Hall and will be located on the northeast corner of Main Street and 100 South Street. The proposed location for the City Hall building will be where the former Wells Fargo drive-thru teller is located on city-owned property recently purchased from Wells Fargo Bank. The purpose of this new building will be to better serve our growing community now and to allow for anticipated growth over the next 30+ years.

The new building will be approximately 70,000 square feet. It will have three stories and the height will be approximately 48 feet (excluding architectural features). The interior of the building will be primarily dedicated to city business; however, on the first floor facing Main Street there will be 12,500 square feet of civic space that will be available for the general public to use for events and exhibits.

The parking garage will have four levels and hold 306 parking spaces. This parking garage will not only serve city employees, but the general public will be able to use it as well. On the south side of the building there will be a 15,000 square foot plaza with a stage, planters, and trees. This outdoor civic space will be an additional public gathering space that complements Town Square that is directly across the street. This space can be used independent of Town Square for smaller events or used in conjunction with larger events held at Town Square.

According to Title 10-17B-9, a development site with a building aggregate ground floor area greater than 20,000 square feet requires a Conditional Use Permit with redevelopment.

A conditional Use Permit requires the following standards (10-17B-3 and 10-17B-9) be met:

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
Maximum Intensity and use	The building will be approximately 70,000 sf. The use will be office and civic space.	This intensity and uses are compatible with the C-4 district
Complies with all Provisions of Code	See attached plans	Staff will ensure the project complies with all codes at the site plan review process
Compared to Permitted Uses, Mitigates Adverse impacts through:		
Size and Location	Approximately 70,000 sf in the C-4 district	The proposal is appropriate and

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
		compliant with this district
Traffic Generation	No major traffic impacts as the area is zoned for commercial uses.	The proposal is compliant
Utility / Public Infrastructure Demand	Existing utility infrastructure will accommodate the new building.	City infrastructure is sufficient to handle this increased demand
Emergency Vehicle Access	Access is available off Main St. and 100 South St.	The proposal is compliant
Off-Street Parking	The parking garage will hold 306 parking spaces.	280 spaces are required. The proposal is compliant.
Vehicle and Pedestrian Circulation	Please see site plan	The vehicle and pedestrian circulation plan is sufficient.
Fencing, Screening, Landscaping	Landscape plans have been submitted	The proposal is compliant
Usable Open Space	N/A	N/A
Signs and Lighting	Insufficient information has been provided.	The lighting plan will be required to meet regulations and will be reviewed during the site plan review process. The signs will be reviewed during the building permit process.
Compatibility with Surrounding Structures	This site is surrounded by commercial buildings on the north, east, and west sides. The south side does have residential structures even though it is zoned A-P (Administrative Professional). Kitty-corner (southwest) from this site there are also residential buildings and is zoned RCC	An open 15,000 sf plaza with trees and plantings is planned on the south side of the building. This plaza provides a large buffer for the adjacent residential structures.

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
	(Residential Central City).	
Noise, Odors, and Other Factors	No new vibrations, odors, steam or other factors of significance will be introduced.	The plaza could present increased noise during events.
Delivery, loading and unloading operations	This new structure is expected to have normal office operations with minimal delivery.	These operations are appropriate for this location.
Trash Generation, Screening, & Recycling	There will be a dumpster enclosure on the east side of the parking garage.	The screened solid waste location meets regulations as proposed.
Potential Impacts of Patrons/Employees	The new proposed structure will more sufficient for patrons and employees alike.	There is not expected to be any significant negative impact.
Impacts of the Use on Public Property Adjoining the Site	N/A	N/A
Hours of Operation and Delivery	Standard operating hours are expected.	Staff has no concerns
Special Hazards Arising from the Use	No anticipated special hazards	Staff has no concerns
Building Mass, Design, & Orientation / Building Façade Articulation	The building will be 70,000 sf with three stories. See elevations.	This size of structure is appropriate for the C-4 district. The plaza provides a large buffer for the adjacent residential structures.
Building Colors	See elevations and material board	Staff has no concerns

The City Council may approve the conditional use permit if it meets the following standards found in Chapter 17 of the adopted zoning regulations (10-17B-4):

Upon review and consideration of the criteria identified in Title 10-17B-1 and 10-17B-3, compared to the impacts of allowed uses in the zone, the proposal shall:

A. Be compatible in use, scale, and design with allowed uses in the zone; and
B. Not compromise the health, safety, or welfare of:
    a. Persons employed within or using the proposed development.
    b. Those residing or working in the vicinity of the proposed use or development.
    c. Property or improvements in the vicinity of the proposed use or development; or
    d. Not imposed disproportionate burdens on the citizens of the city.
C. The land use authority shall issue a conditional use permit, if the applicant has proposed, or if the land use authority can propose, conditions of approval to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards and criteria herein. The conditional use permit shall describe the scope of the permit, and the conditions of approval.
D. If the land use authority determines that the applicant has not proposed, and the land use authority cannot impose additional, reasonable conditions of approval to comply with the standards and criteria herein, the land use authority may deny the conditional use permit application.

RECOMMENDATION:
On July 11, 2023, with a 6-0 vote, the Planning Commission recommended approval of the City Hall Conditional Use Permit.

ALTERNATIVES:
1. Approve as presented.
2. Approve with additional conditions.
3. Deny this request.
4. Table or continue the proposed conditional use permit to a specific date.

POSSIBLE MOTION:
I move we approve the City Hall Conditional Use Permit.

FINDINGS FOR APPROVAL:
1. The proposed conditional use permit is compatible in use, scale, and design with allowed uses in the zone.
2. The proposed conditional use permit does not compromise the health, safety, or welfare of those residing or working in the vicinity of this proposed use.

EXHIBIT A
Applicant's Narrative

St.George
THE BRIGHTER SIDE

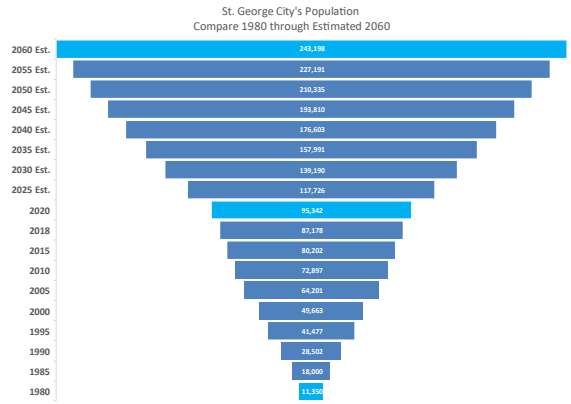
Conditional Use Permit Application

CITY HALL & PARKING STRUCTURE PROJECT

June 21, 2023

GENERAL PROJECT DESCRIPTION AND BACKGROUND

St. George City Hall was built 42 years ago in 1980. At that time, the City's population was approximately 11,350 and the City Hall housed nearly every city service provided to our community. St. George has grown rapidly over the past 40+ years and the City's population is now 99,958 which is a 781% increase since 1980. St. George's high growth was recently highlighted by the U.S. Census, where between July 2020 and July 2021, St. George was not only the fastest growing city in the state, but in the entire United States. Demands for City services have grown correspondingly, and to the point we have outgrown our current City Hall.



In 2018, the City hired Galloway & Company (formerly JRCA), an architect and engineering firm to perform a needs analysis for City Hall and our St. George Police Department (SGPD) Headquarters. The study concluded that additional space is needed at both facilities to accommodate needs for the next 30 years.

The City decided to expand the current City Hall, construct a parking structure, and renovate and expand the SGPD Headquarters. The City applied for, and was awarded, a CIB loan in June 2019 for $15 million and was two weeks away from commencing the first phases of the City Hall expansion project in early 2020 when the COVID pandemic surfaced. Due to economic uncertainty surrounding the pandemic, the City prudently pressed pause on the project indefinitely; and ultimately withdrew our CIB loan application.

Over the next couple of years, the City further evaluated our needs and determined a longer-term solution was needed to address organizational growth and improve delivery of services to our residents. After reviewing a number of expansion options and scenarios, the City Council arrived at a solution which is both financially responsible; and provides the highest and best approach: to construct a new City Hall.

The primary reasons for pursuing this option over the previous plans are:

- Renovation costs are often close to the costs of a new-build and expansion is inherently limited by the existing structure, infrastructure, property bounds, etc.
- The new City Hall will have a useful life of 30+ years, thereby extending the original expansion project's expected life of 20 years by 10+ more years
- The new City Hall will be approximately 69,500 square feet, which is almost double the size the expanded project would have resulted
- Upon vacating the existing City Hall, various divisions from the SGPD – primarily Police Administration, Records Technicians, and Investigations, will then occupy the old City Hall, instantly providing our Police department with 34,000 more square feet. SGPD will also utilize the existing Council Chambers as an expanded briefing and training area whereby

our current SGPD meeting facility can only accommodate 35-45 officers, they'll now be able to accommodate and train 150 officers. Other SGPD divisions will then be able to expand into vacated portions of their Headquarters; which improves our overall ability to better serve our citizens. We do anticipate incurring some costs to renovate both the existing City Hall and SGPD Headquarters to accommodate their needs; however the costs will be less than originally contemplated in our 2019 project.

A downtown location was selected for the future site of City Hall, and the City recently purchased the property from Wells Fargo Bank. The new City Hall will be located on approximately 2.7 acres at 61 South Main Street. The location is a prime location, and as any City Hall should be, it's nestled in the heart of our downtown, across from the City's iconic Town Square; the City's historic Community Arts Building (the first site of Dixie College "Dixie Academy" built in 1911); the historic St. George Tabernacle (built in 1876); and amongst several downtown businesses, restaurants, single-family homes, and multi-family apartment units.

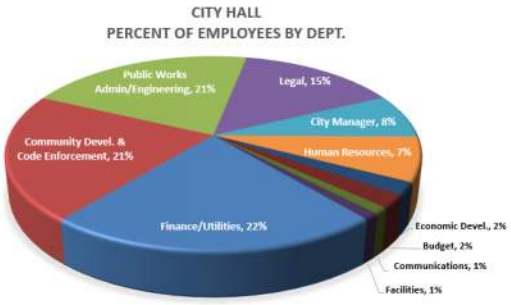
Design is underway and during a work meeting on December 8, 2022, preliminary plans were reviewed with the City Council to discuss the plans and solicit their input. A full-day design charrette was further performed with the City Council, the Planning Commission, and our Historic Preservation Commission. Based upon the collective guidance received, our plans now achieve our Project Objectives.

PROJECT OBJECTIVES

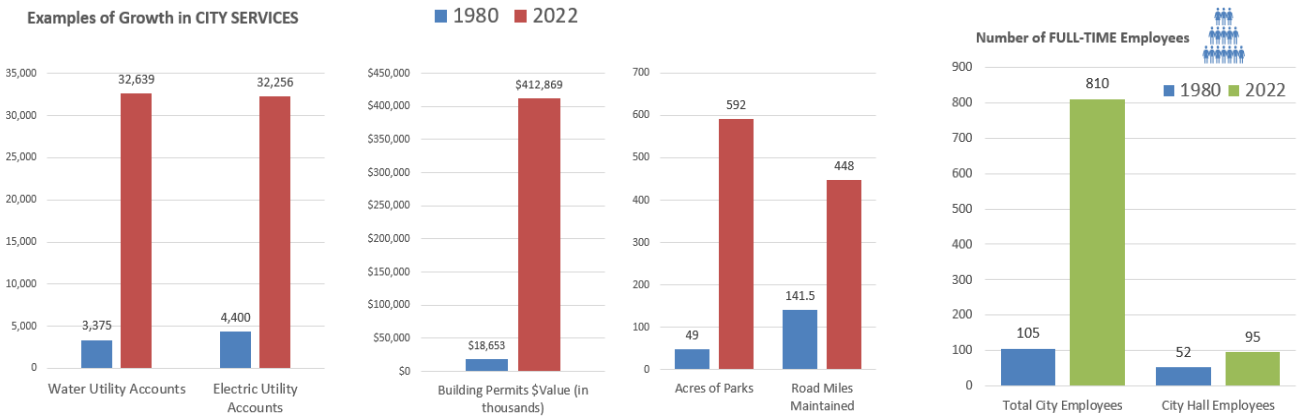
Current Issues

The City Hall is the main meeting center and primary place of business for the City's citizens. Our current City Hall houses many of the primary basic public-facing services which our citizens interact daily; and it also includes our Council Chambers. It is also home to several departments which provide services to our citizens, or services to other City departments. These departments are shown in the list and graph below.

- City Manager and Mayor & City Council
- Communications & Marketing
- Budget & Financial Planning
- Utility Billing, New Accounts, Utility Payments, Collections
- Finance, Purchasing, Accounts Payable, Accounts Receivable
- Legal, Civil Attorneys, Prosecuting Attorneys, Risk Mgt.
- Support Services Director & GIS
- City Treasurer & City Recorder
- Human Resources
- Business Licensing
- Development Services, Building Permits, Code Enforcement
- Public Works Admin. & Engineering
- Economic Development & Housing



Over the past 42 years, due to significant growth in the demands of City services, multiple departments once part of City Hall, such as Police, Dispatch, Water & Power Administration, Technology Services, and others have been moved to other buildings or satellite locations. Despite these relocations, the number of employees located within City Hall increased from 52 to 95. We are bursting at the seams despite undergoing multiple renovations including converting conference rooms, copier rooms, and storage rooms into offices. Even the overflow of our Council Chambers has been converted to cubicles which often displaces citizens into our atrium during high-attended council meetings.



The City feels it's important to keep the remaining departments together for the synergy, collaboration, and efficiencies they provide; however, we are now at a point that it's difficult to hire additional employees needed in order to keep pace with the growth and demands of the city, and yet also provide a safe and healthy environment for our employees. The City also feels it's important to provide our citizens with a central location in which they can transact the majority of their business with the City and believes further fragmenting services among multiple locations as a disservice to our community.

RECAP OF REASONS FOR EXPANDING CITY HALL

- Citizen and employee safety

- Add new employees we can no longer add new employees at the City Offices
- Expand the Council Chambers
- Add Conference Rooms: conference rooms have been converted to office space
- Add space for future 311 operations
- Increase and improve public restrooms
- Allow for anticipated growth over the next 30+ years

Scope of Work / End State

The new City Hall will be 3 levels with a total of approximately 70,000 square feet; and will also include the City Council Chambers/Community Room. The Parking Structure will consist of four levels and includes 306 parking spaces. Efficiency, productivity, necessity, transparency, and functionality have been major drivers in the design. A few "at a glance" specs about the proposed City Hall complex are as follows:

- 306 stall public parking structure with four levels and two egress/ingress to service entire block
- 70,000 sq ft City Hall on Main Street
- Utility customer service center on first level for most public engagement
- 300-person capacity city council chambers/community room (150 capacity in old chambers)
- High efficiency building design
- Server room with backup emergency generation
- Solar panels on roof and parking structure awnings for energy generation (future phase)
- 15,000 sq ft plaza with stage, planters and trees suitable for smaller gatherings (300< people) or food truck court
- future commercial retail space on 100 South of approximately 11,000 sq ft
- 12,500 sq ft civic space for events and exhibits
- Street trees along Main Street and 100 South
- Xeriscape landscape
- Lots of opportunities for public art installations

Public Benefits

City Hall will be occupied by departments which serve our community: Utilities, Business Licensing, Development Services, Public Works Admin./Engineering, and Economic Development. It will also house departments which provide support to all City departments: Administration, Human Resources, Legal, City Manager, Finance, Technology Services, and others; and will also include the City Council Chambers/Community Room. Currently the number of employees in these departments totals approximately 98; upon full capacity of the programmed office space, the estimated maximum capacity of employees is 160.

The Parking Structure will be a public facility which, during regular business hours, will be used by City employees, Wells Fargo Bank employees, and citizens transacting business with the City. The Parking Structure will also be fully available to the community during after-hours and weekends as they visit the downtown area and attend area businesses and community events.

Local/Regional Economy

The development community and workforce has been fortunate to benefit not only from residential growth, but also from several significant non-residential projects, for example a $300M St. George Regional Hospital expansion completed in 2018; the new Red Cliffs Utah Temple; existing St. George Temple renovation project; the Washington County Administration building and parking structure; and several new facilities on Utah Technical University's campus. However, many of these projects are winding down and will be completed in the next 1 to 2 years. Residential building is also beginning to slow in the area due to rising housing prices and borrowing rates. The new City Hall project estimated at approximately $45 million will extend the available large-size projects further supporting our local construction community.

The City requests that we utilize a Construction Management General Contractor (CMGC) approach and commits that we will strongly encourage that subcontractors and suppliers be local whenever feasible.

In addition, due to the ongoing planning which has occurred over the past several years, this project is shovel-ready. Construction is expected to commence in August 2023 and finish in approximately two (2) years.

Local Infrastructure

The City Hall will be located on property which has preexisting infrastructure of road, power, water, and sewer. Although some upsizing may be needed, most of the infrastructure is already in place which enables the City to save significant costs on infrastructure.

Community and Environment

The City is excited about the downtown location of the new City Hall. One of the primary goals of the new facility is to become a hub of our downtown as a community center and a gathering space located in the central path of several community events which occur year-round. It will be located directly across from Town Square which hosts our annual Arts Festival, Ironman, Christmas lighting event, and many other events.

In addition, the Council Chambers is designed to be converted into a community room, a training center, and event space. The parking structure will be open to all of our citizens both during and after business hours, and on the weekends. The City Hall will also have an outdoor plaza which will be used for events and general public use and a ground-level indoor area designated to be programmed for civic space providing opportunities for public art installations and exhibits. Employees will enjoy the walkability to our amazing Town Square, and to area businesses and restaurants where currently the nearest restaurant is blocks away. Area businesses have expressed excitement about the new location as it will attract more citizens to the downtown area and infuse over 100+ employees within a short walkable distance. Overall, the location fosters a positive environment and community spirit.

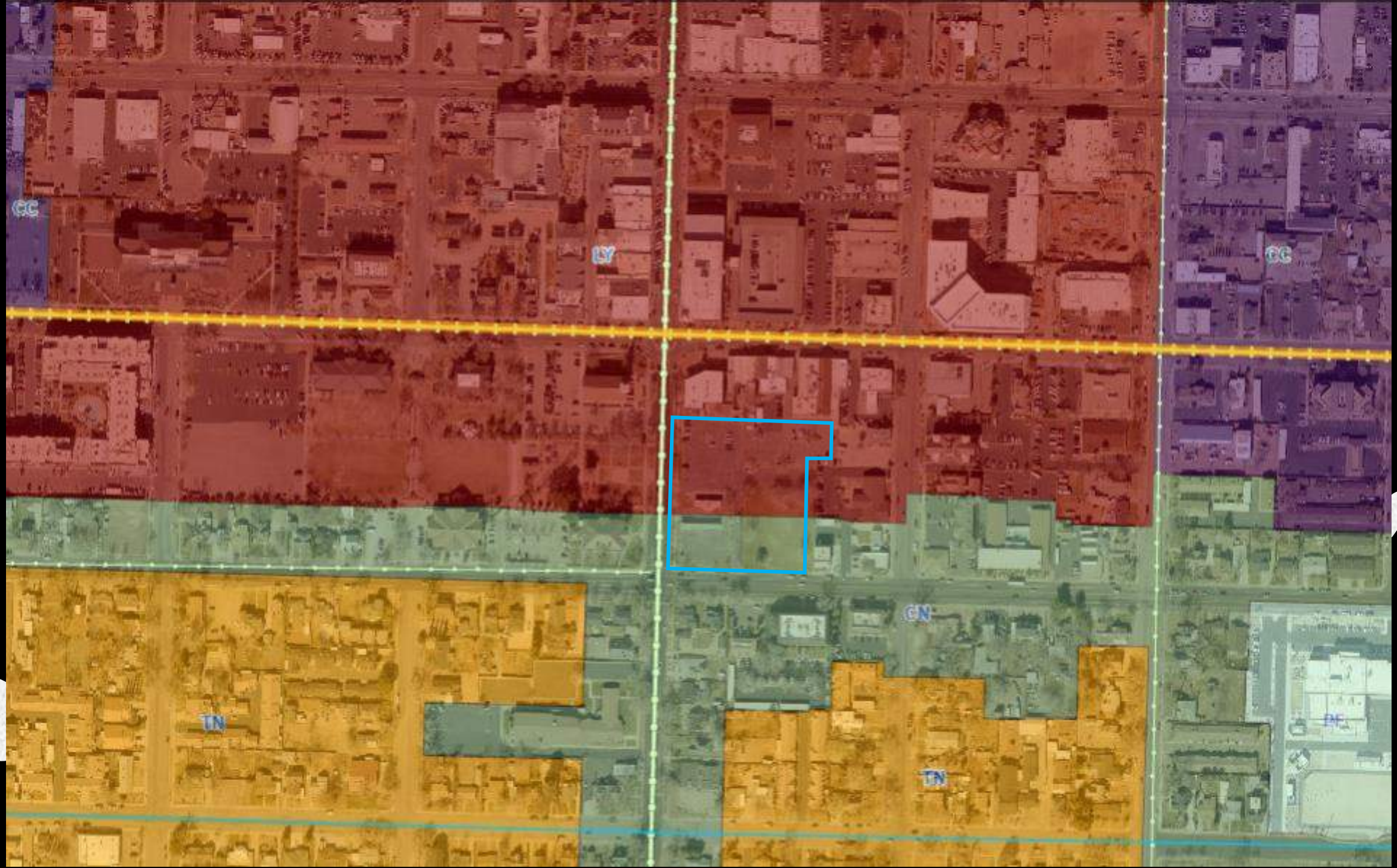
Internally, the building space is designed with our citizens convenience at the forefront. Customer-facing services will be located on the first and second levels with easy access to the parking structure; while administrative (non-public facing) services will be located on higher levels. Additional space will be programmed for our Utilities area to also expand and develop complementing services of a 311 center.

EXHIBIT B
Power Point Presentation

City Hall

Conditional Use Permit

2023-CUP-002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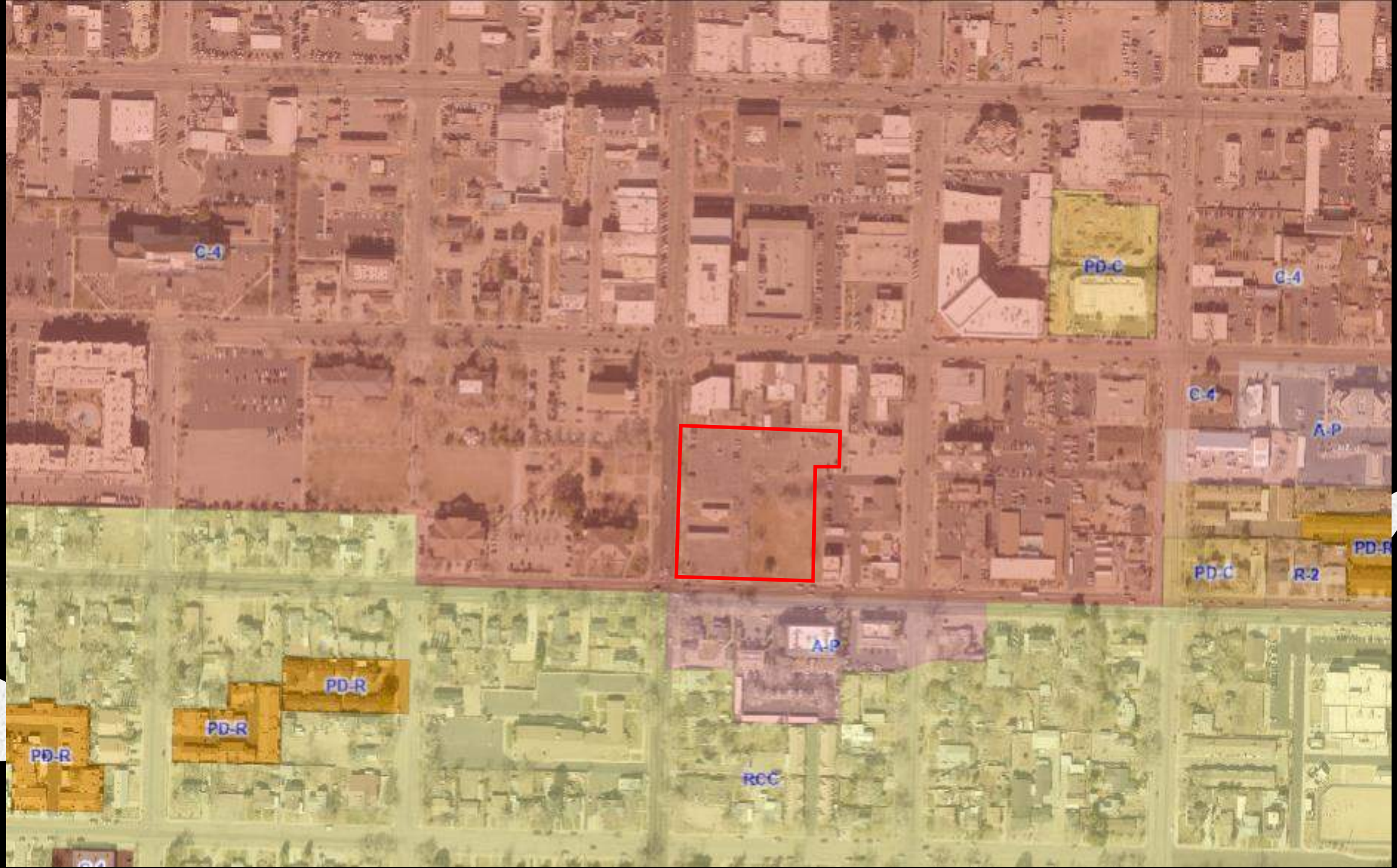
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PD-R
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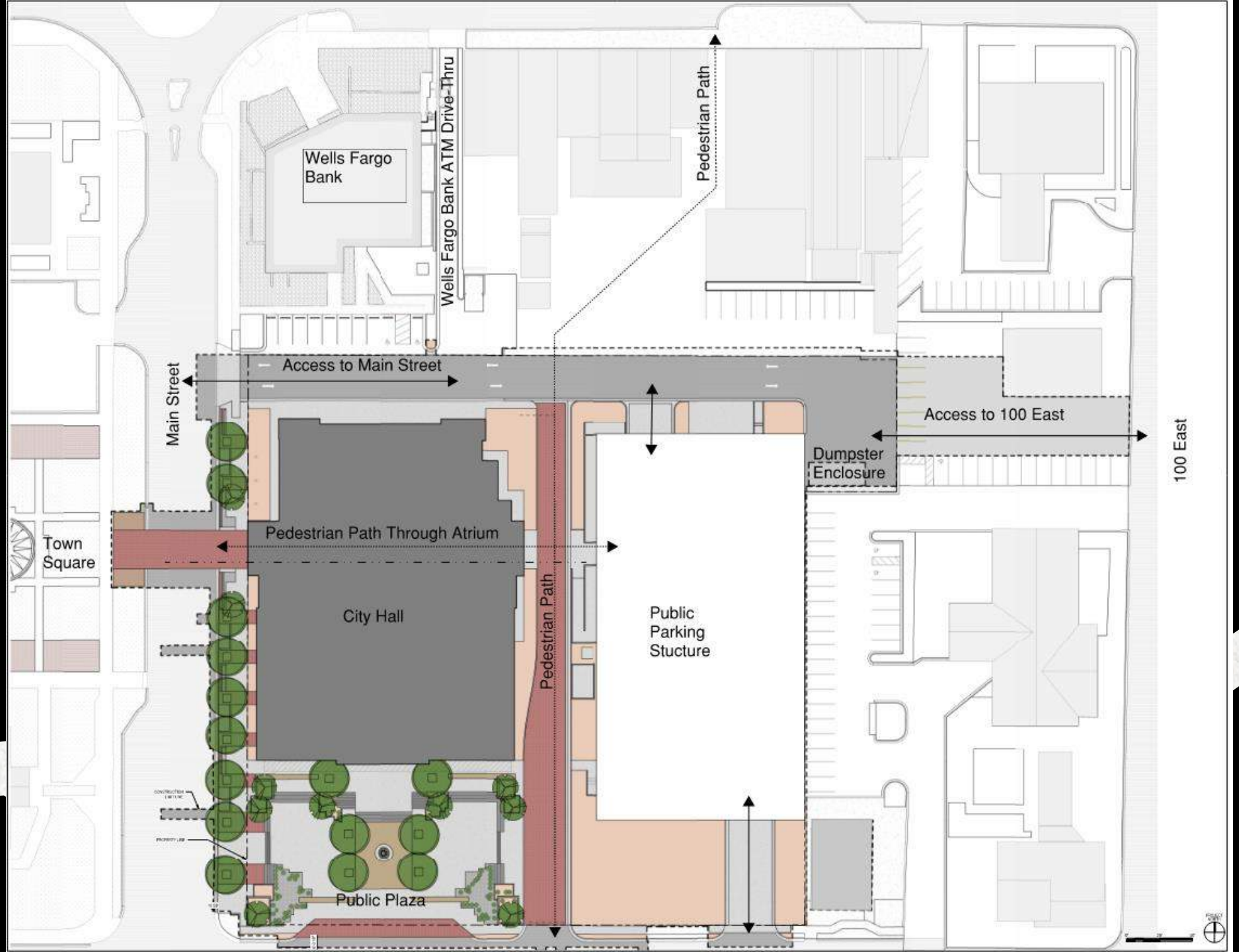
Wells Fargo Bank
Wells Fargo Bank ATM Drive-Thru
Pedestrian Path
Access to Main Street
Main Street
Access to 100 East
Dumpster Enclosure
100 East
Town Square
Pedestrian Path Through Atrium
City Hall
Pedestrian Path
Public Parking Stucture
Public Plaza

Galloway

St. George City Hall

St. George City

WEST ELEVATION

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06/26/2023

Galloway

St. George City Hall

St. George City

SOUTH ELEVATION

06/26/2023

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Galloway

St. George City Hall

St. George City

EAST ELEVATION

06/26/23

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SCALE

Galloway

St. George City Hall

St. George City

NORTH ELEVATION

06/26/23

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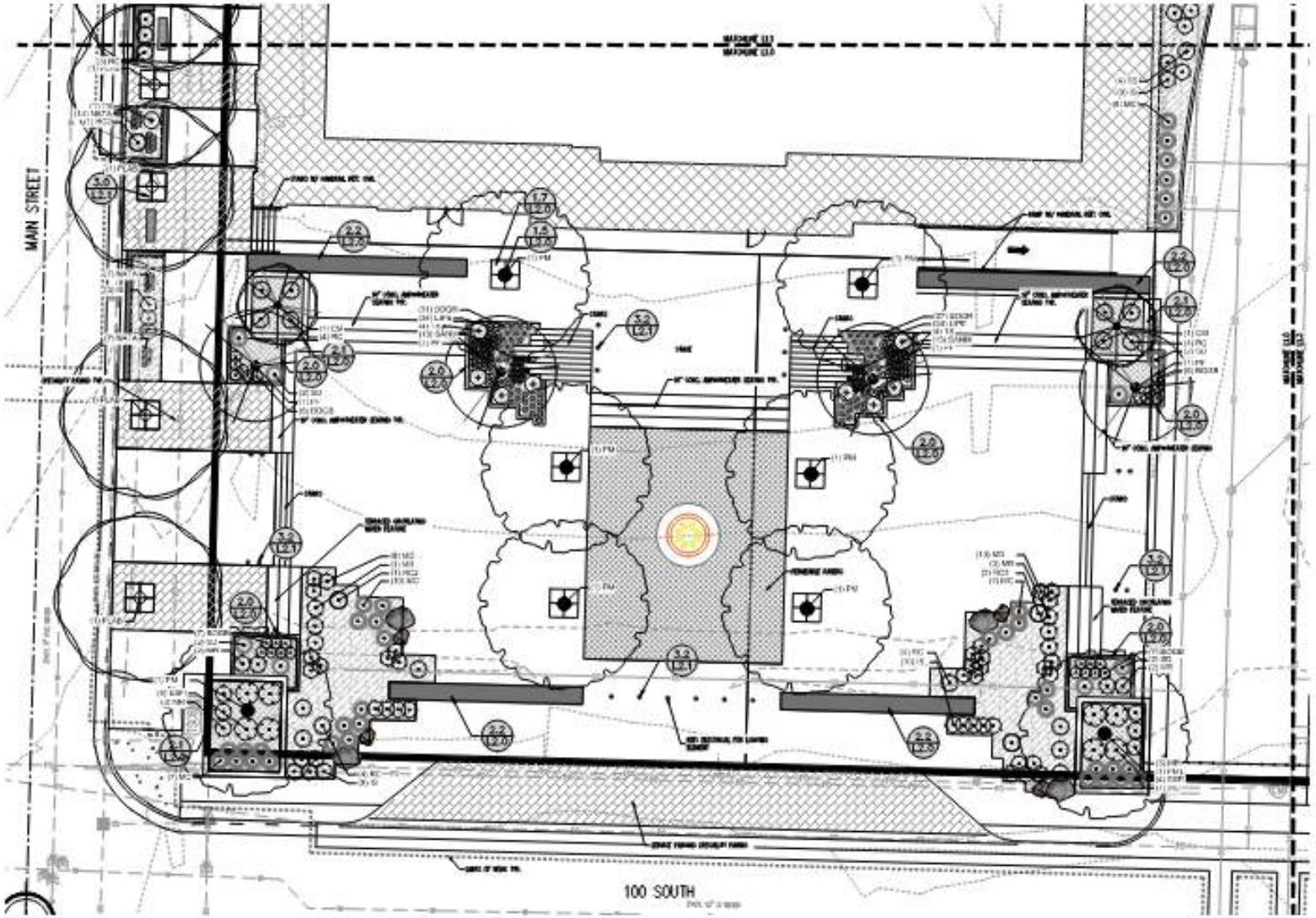


DETAIL SCHEDULE

NUMBER	TITLE
LANDSCAPE	
1.06.2.0	LANDSCAPE BOULDER
1.19.2.0	LANDSCAPE BOULDER @ CONCRETE
1.29.2.0	PERENNIAL GROUNDCOVER PLANTING
1.38.2.0	SHRUB PLANTING
1.48.2.0	DECIDUOUS TREE PLANTING
1.58.2.0	STRUCTURAL SOIL PLANTING
1.68.2.0	TREE ANCHORING SYSTEM
1.78.2.0	TREE GRATE
WALLS & CURBS	
2.60.3.0	6" CONC. PLANTER CURB
2.15.2.0	12" CONC. PLANTER CURB
2.20.3.0	CONC. SEAT WALL W/ STONE VENEER
SITE FURNISHINGS	
5.40.2.1	BENCH
5.45.2.1	BICYCLE RACK
5.81.2.1	BOLLARD
SITE FEATURES	
4.55.2.2	MAIN STREET WATER FEATURE
8.15.2.2	VERTICAL ENTRY CONCEPT
8.35.2.2	VERTICAL ENTRY CONCEPT RENDER

GROUND COVER LEGEND

ROCK
CLASS 150 TO 1 INCH RIVER ROCK

TURF
KENTUCKY BLUEGRASS SOD

MULCH
SHREDDED GORILLA HAIR
CREWWOOD MIN. 4 INCH DEPTH

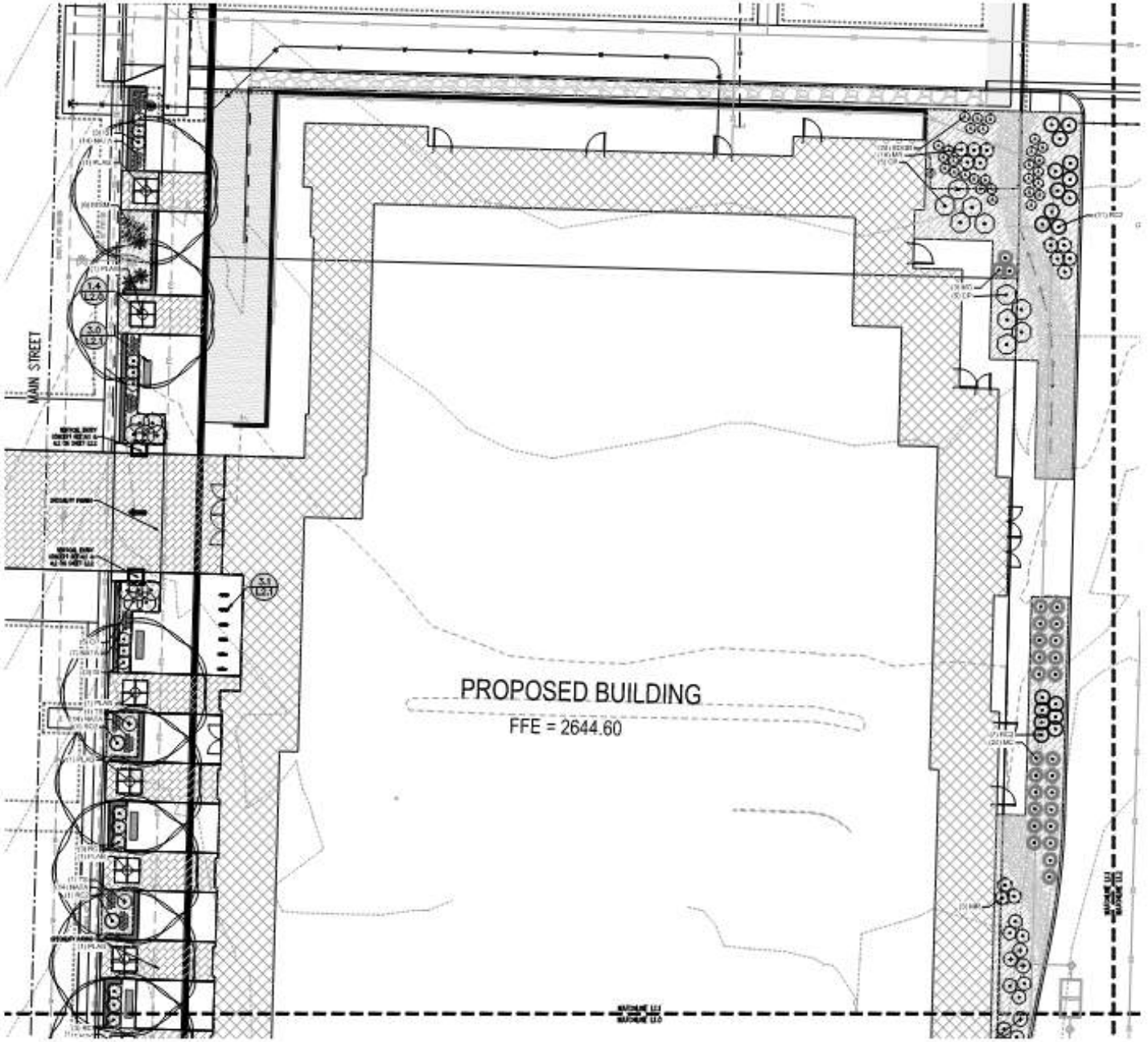
N

SCALE: NOT

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS OBTAINED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURVEYS PERFORMED BY THE TIME OF CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND TO AVOID DAMAGING THEM. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY DAMAGE TO UTILITIES SHOWN ON THE PLANS OR NOT SHOWN ON THE PLANS. CONTRACTOR SHALL REPORT ANY DISCREPANCIES THAT EXIST PRIOR TO CONSTRUCTION.

2. WHERE A REPORTED UTILITY CROSSES OR CONFLICTS WITH, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH CONFLICTING UTILITIES. FURTHER PROVISIONS TO ALLEVIATE CONFLICTS SHALL REPORT INFORMATION TO THE OWNER PRIOR TO CONSTRUCTION.



DETAIL SCHEDULE

NUMBER	TITLE
LANDSCAPE	
1.05.2 E	LANDSCAPE BOULDER
1.19.2 E	LANDSCAPE BOULDER @ CONCRETE
1.29.2 E	PERENNIAL GROUNDCOVER PLANTING
1.38.2 E	SHRUB PLANTING
1.44.2 E	DECIDUOUS TREE PLANTING
1.58.2 E	STRUCTURAL SOIL PLANTING
1.64.2 E	TREE ANCHORING SYSTEM
1.78.2 E	TREE GRATE
WALLS & CURBS	
2.60.2 D	6" CONC. PLANTER CURB
2.30.2 D	12" CONC. PLANTER CURB
2.35.2 D	CONC. SEAT WALL W/ STONE VENEER
SITE FURNISHINGS	
5.80.2 I	BENCH
5.81.2 I	BICYCLE RACK
5.25.2 I	BOLLARD
SITE FEATURES	
4.65.2.2	MAIN STREET WATER FEATURE
4.15.2.2	VERTICAL ENTRY CONCEPT
4.30.2.2	VERTICAL ENTRY CONCEPT RENDER

GROUND COVER LEGEND

- RIVER ROCK
  COBBLE, 1" TO 3" INCH RIVER ROCK
- TURF
  KENTUCKY BLUEGRASS SOD
- MULCH
  SHREDDED GORILLA HAIR
  CEDARWOOD MIN. 4 INCH DEPTH

N

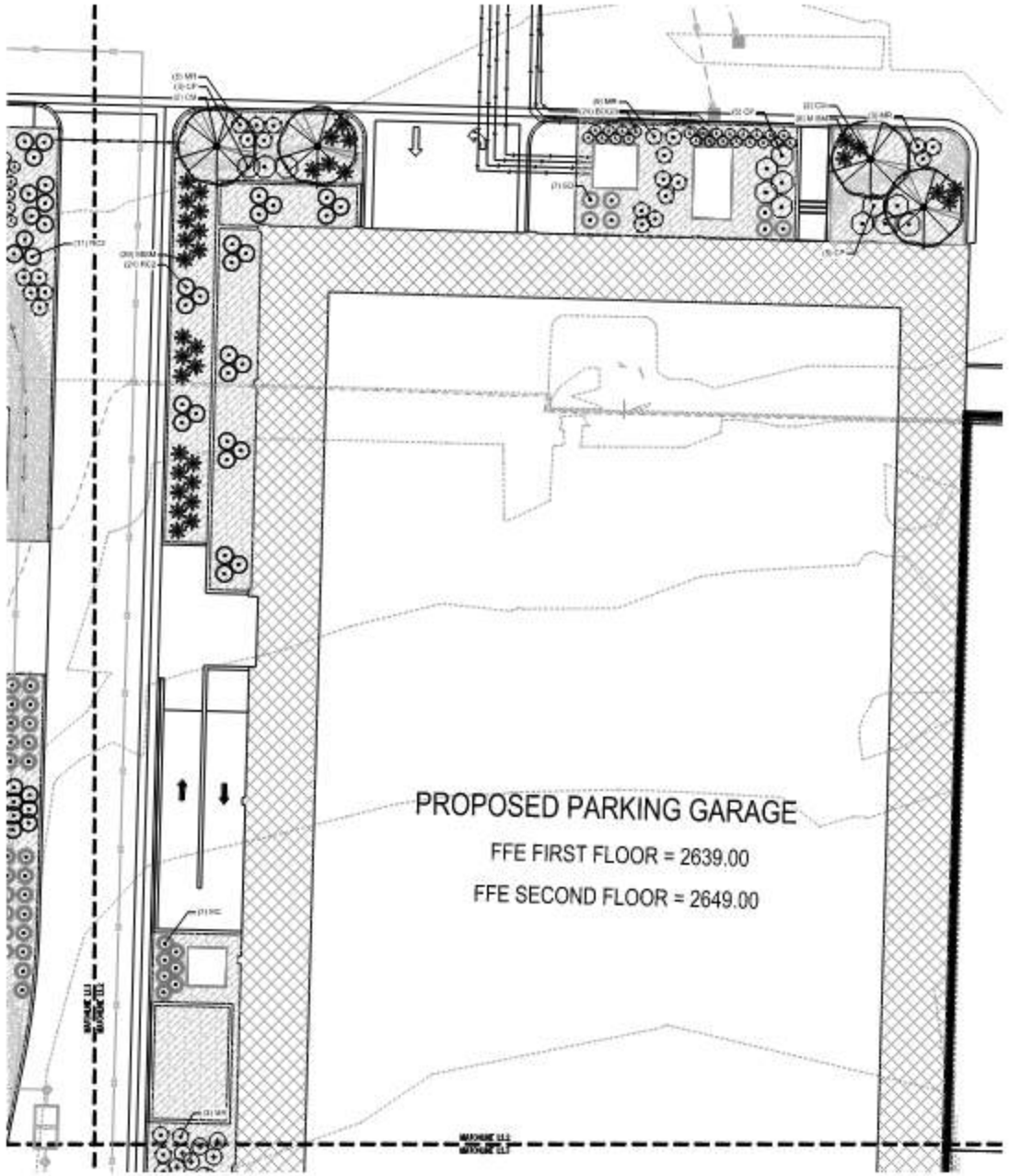
SCALE: 1"=20'

CAUTION – NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON INFORMATION OBTAINED BY THE UNDERSIGNED FROM UTILITY COMPANIES AND FIELD SURVEYS. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES CAUSED BY HIS OPERATIONS.

811 Know what's below. Call before you dig.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE EXISTING UTILITY DEPTH AND ELEVATION AT THE CROSSING LOCATION TO ALLOW ADEQUATE CLEARANCE FOR THE PROPOSED UTILITY. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.



DETAIL SCHEDULE

NUMBER	TITLE
LANDSCAPE	
1.08.2.0	LANDSCAPE BOULDER
1.16.2.0	LANDSCAPE BOULDER @ CONCRETE
1.26.2.0	PERENNIAL GROUNDCOVER PLANTING
1.30.2.0	SHRUB PLANTING
1.40.2.0	DECIDUOUS TREE PLANTING
1.50.2.0	STRUCTURAL SOIL PLANTING
1.60.2.0	TREE ANCHORING SYSTEM
1.70.2.0	TREE GRATE
WALLS & CURBS	
2.60.2.0	6" CONC. PLANTER CURB
2.16.2.0	12" CONC. PLANTER CURB
2.24.2.0	CONC. SEAT WALL W/ STONE VENEER
SITE FURNISHINGS	
3.40.2.1	BENCH
3.42.2.1	BICYCLE RACK
3.20.2.1	BOLLARD
SITE FEATURES	
4.50.2.2	MAIN STREET WATER FEATURE
4.10.2.2	VERTICAL ENTRY CONCEPT
4.04.2.2	VERTICAL ENTRY CONCEPT RENDER

GROUND COVER LEGEND

ROCK
CUT TO 1 INCH RIVER ROCK

TURF
KENTUCKY BLUEGRASS SOD

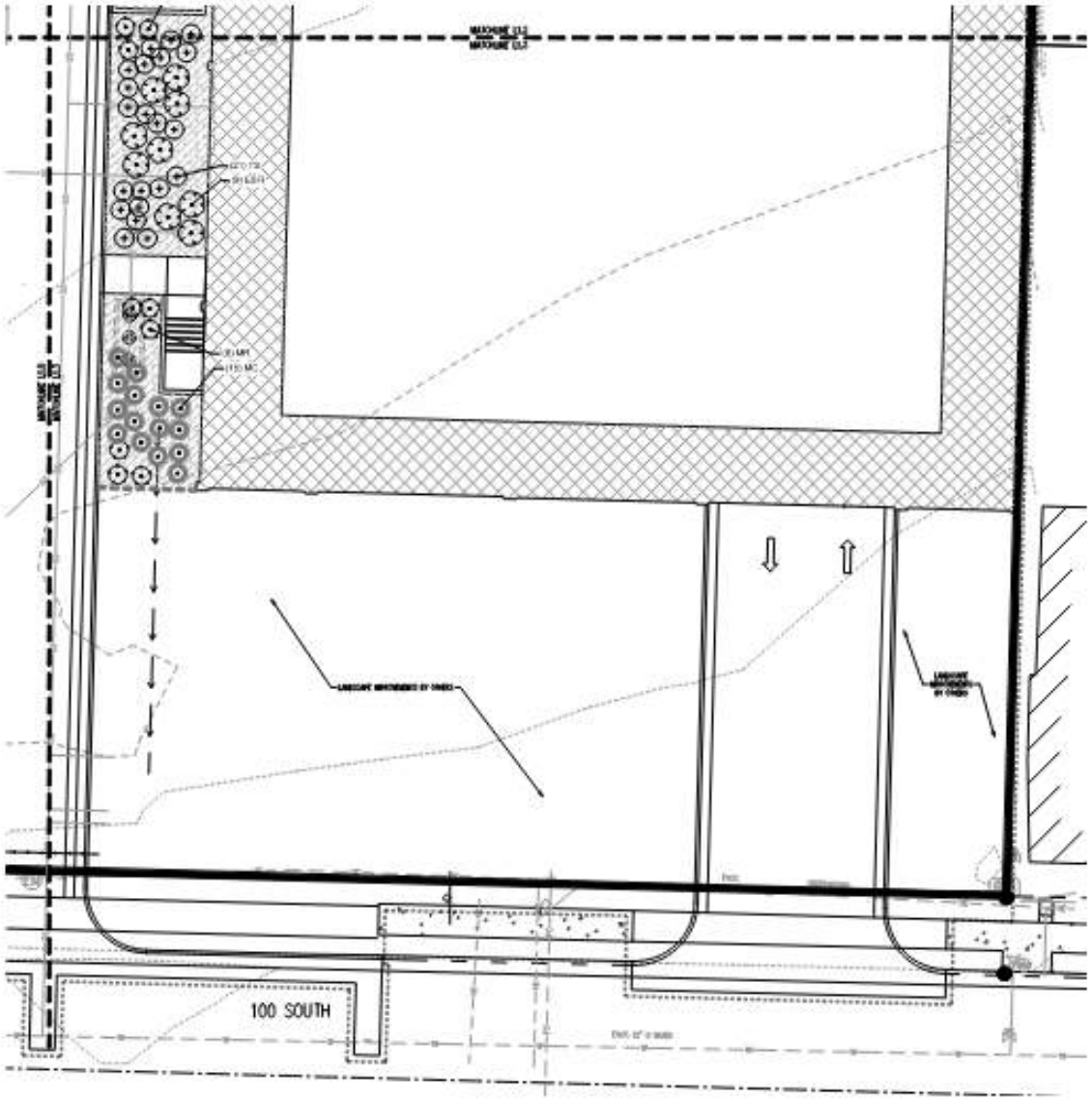
MULCH
SHREDDED GORILLA HAIR
CEDARWOOD MIX 4 INCH DEPTH

N

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON INFO PROVIDED BY THE APPROPRIATE UTILITY AND ARE TO BE CONSIDERED AS APPROXIMATE AT THE TIME OF CONTRACT AND TO BE CONSIDERED AS APPROXIMATE LOCATIONS ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATIONS OF ALL UNDERGROUND PUBLIC OR PRIVATE UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT. IF ANY DISCREPANCIES EXIST, NOTIFY THE ENGINEER OF RECORD IMMEDIATELY.

2. WHERE A NOTATION STATES EXISTING TO REMAIN, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE EXISTENCE AND VERTICAL LOCATION OF SUCH ITEMS PRIOR TO BEGINNING WORK. REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.



DETAIL SCHEDULE

NUMBER LANDSCAPE	TITLE
1.06.2.6	LANDSCAPE BOULDER
1.10.2.6	LANDSCAPE BOULDER @ CONCRETE
1.26.2.6	PERENNIAL GROUNDCOVER PLANTING
1.34.2.6	SHRUB PLANTING
1.48.2.6	DECIDUOUS TREE PLANTING
1.58.2.6	STRUCTURAL SOIL PLANTING
1.66.2.6	TREE ANCHORING SYSTEM
1.78.2.6	TREE GRATE

WALLS & CURBS

2.50.2.0	6" CONC. PLANTER CURB
2.10.2.0	12" CONC. PLANTER CURB
2.20.3.0	CONC. SEAT WALL W/ STONE VENEER

SITE FURNISHINGS

5.60.2.1	BENCH
5.M.2.1	BICYCLE RACK
5.20.2.1	BOLLARD

SITE FEATURES

4.50.2.2	MAIN STREET WATER FEATURE
6.10.2.2	VERTICAL ENTRY CONCEPT
6.50.2.2	VERTICAL ENTRY CONCEPT RENDER

GROUND COVER LEGEND

ROCK
6.06 TO 1 INCH RIVER ROCK

TURF
KENTUCKY BLUEGRASS SOD

MULCH
SHREDDED GORILLA HAIR
CEDARWOOD MIN. 4 INCH DEPTH

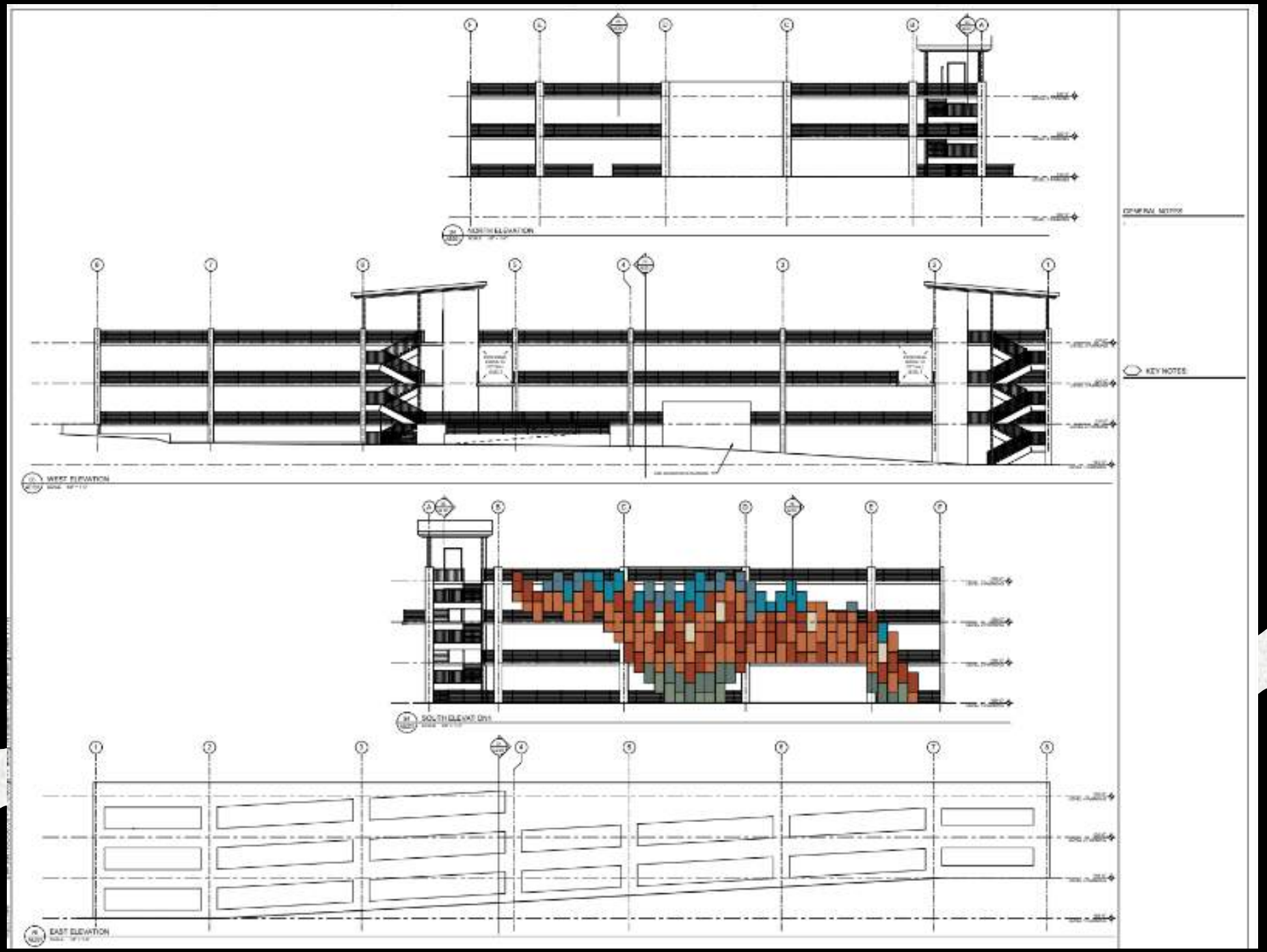
N

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON DATA OBTAINED BY THE APPROPRIATE UTILITY COMPANY AND THEIR CONTROL. EXPERIENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, BEFORE DIGGING TO THE PLANS TO BE MADE TO CONFLICTS THAT MAY EXIST AND ACCOMMODATE THE ENGINEER PRIOR TO CONSTRUCTION.

2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF SUCH EXISTING UTILITY, BEFORE EXCAVATION OCCURS OR ALIGNMENT REVISED. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

ST GEORGE CITY


NORTH ELEVATION
WEST ELEVATION
SOUTH ELEVATION
EAST ELEVATION
KEY NOTES

City Hall

Recommendation

Agenda Date: 07/20/2023 **Agenda Item Number:** 13

Subject:

Consider approval of a preliminary plat for Cove Valley, an 11-lot residential subdivision on 2.61 acres located at approximately 2500 East and 5550 South, on the extension of Malitsoh Way, north of White Dome Drive. Case No. 2023-PP-022

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: CRS Holdings, LLC; Ken Miller, Representative

Reference Number: 2023-PP-022

Address/Location:

Approximately 2500 East and 5550 South, on the extension of Malitsoh Way, north of White Dome Drive

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

This parcel of land is in the Southern Hills East Area Zone Plan. This preliminary plat proposes to subdivide this 2.61-acre piece of land into eleven single family home lots. There will be three phases. Phase one will contain one lot, phase two will contain five lots, and phase three will contain five lots. This location is zoned R-1-7 (Single Family Residential, 7,000 sf minimum lot size), and all lots are proposed to be over 7,000 square feet with the density of 4.2 dwelling units per acre. This item was presented to the Planning Commission in a public meeting held June 27, 2023.

Staff Narrative (need/purpose):

The purpose of this subdivision is to create lots for the Washington County School District building program. The building program gives the opportunity for high school students to gain valuable skills while learning how to build a house. The plan is use these eleven lots for the new houses the students will build. It is located close to the high school which will bring more convenience to the students.

Name of Legal Dept approver: Jami Brackin

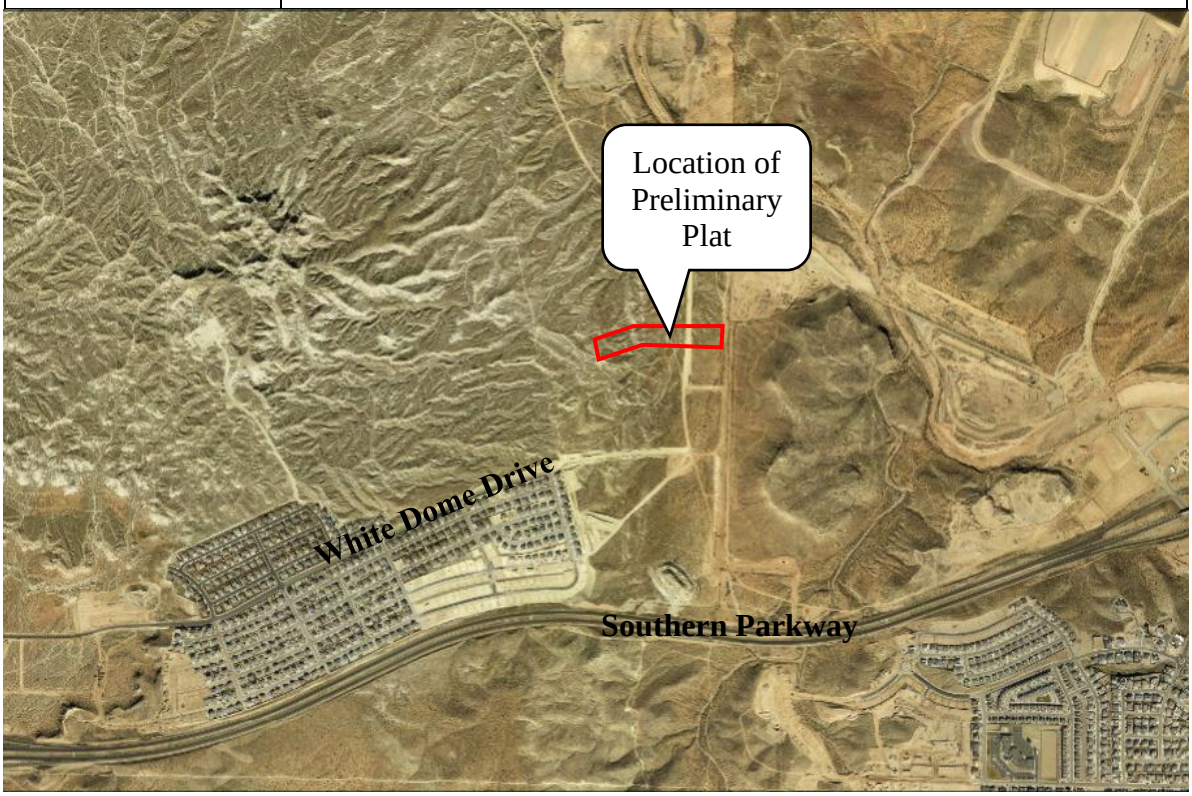
Budget Impact: No Impact

Recommendation (Include any conditions):

On June 27, 2023, with a unanimous vote, the Planning Commission recommended approval of this preliminary plat.

PLANNING COMMISSION AGENDA REPORT: **06/27/2023**
CITY COUNCIL AGENDA REPORT: 07/20/2023

Cove Valley Preliminary Plat (Case No. 2023-PP-022)	
Request:	The applicant is requesting approval of an 11-lot residential preliminary plat to be called Cove Valley.
Applicant:	CRS Holdings, LLC
Representative:	Ken Miller
Location:	Located at approximately 2500 East and 5550 South – on the extension of Malitsoh Way, north of White Dome Drive
General Plan:	MDR (Medium Density Residential)
Existing Zoning:	R-1-7 (Single Family Residential, 7,000 sf Minimum Lot Size)
Land Area:	Approximately 2.61 acres



BACKGROUND:
This parcel of land is in the Southern Hills East Area Zone Plan. It is located north of White Dome Drive and west of the future Southern Hills Parkway. Directly to the west is the approved South Desert single family home development. This preliminary plat proposes to subdivide this 2.61-acre piece of land into eleven single family home lots. There will be three phases. Phase one will contain one lot, phase two will contain five lots, and phase three will contain five lots. This location is zoned R-1-7 (Single Family Residential, 7,000 sf minimum lot size), and all lots are proposed to be over 7,000 square feet with the density of 4.2 dwelling units per acre.

The purpose of this subdivision is to create lots for the Washington County School District building program. The building program gives the opportunity for high school students to gain valuable skills while learning how to build a house. The houses that the students build are a part of the annual Southern Utah Parade of Homes. This program will be moved to the new high school located on White Dome Drive and River Road. The plan is use these eleven lots for the new houses the students will build. It is located close to the high school which will bring more convenience to the students.

RECOMMENDATION:
On June 27, 2023, with a unanimous vote, the Planning Commission recommended approval of this preliminary plat.

ALTERNATIVES:
1. Approve as presented.
2. Approve with conditions.
3. Deny this item.
4. Table or Continue the proposed preliminary plat to a specific date.

POSSIBLE MOTION:
I move we approve the Cove Valley preliminary plat.

FINDINGS FOR APPROVAL:
1. The proposed Preliminary Plat meets the requirements found in Section 10-25C-3 of the Subdivision Regulations.
2. The proposed project meets the lot size requirements found in Section 10-8B-2.

EXHIBIT A
Preliminary Plat

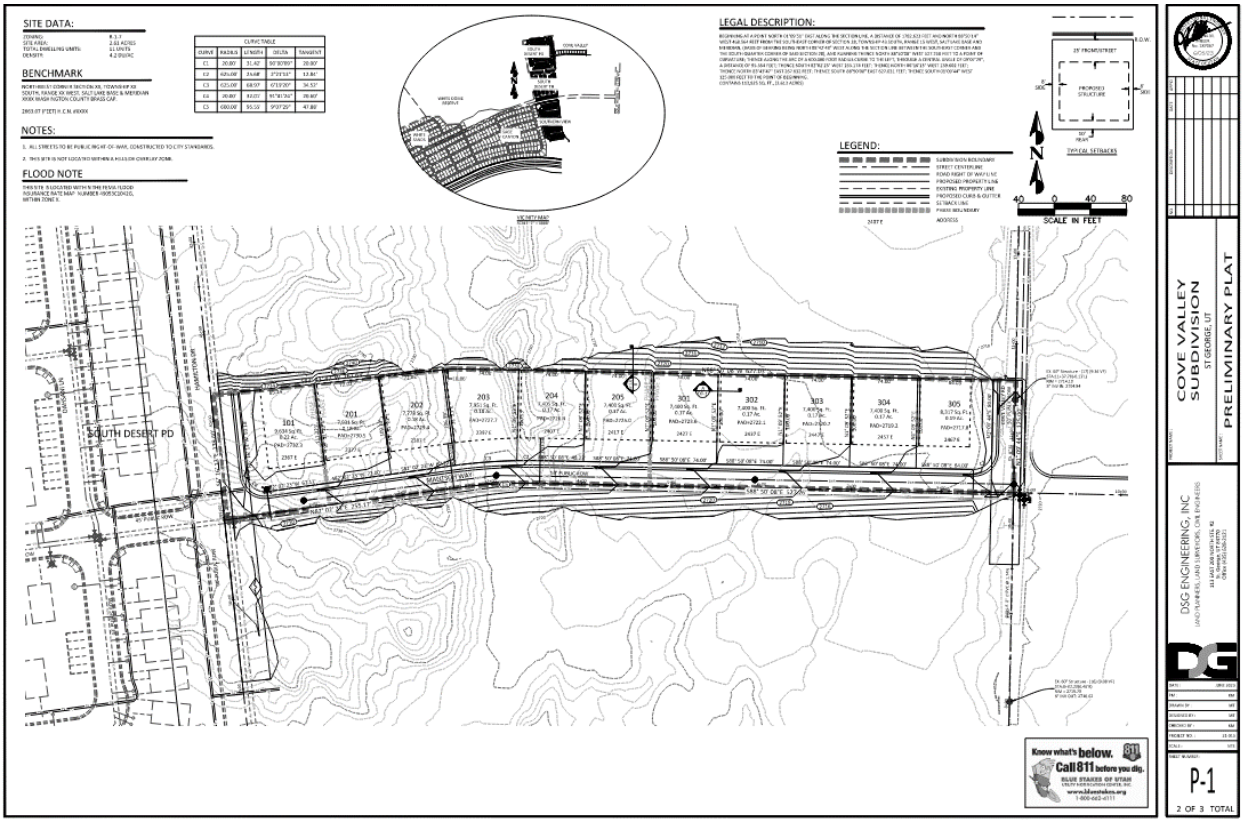


EXHIBIT B
PowerPoint Presentation

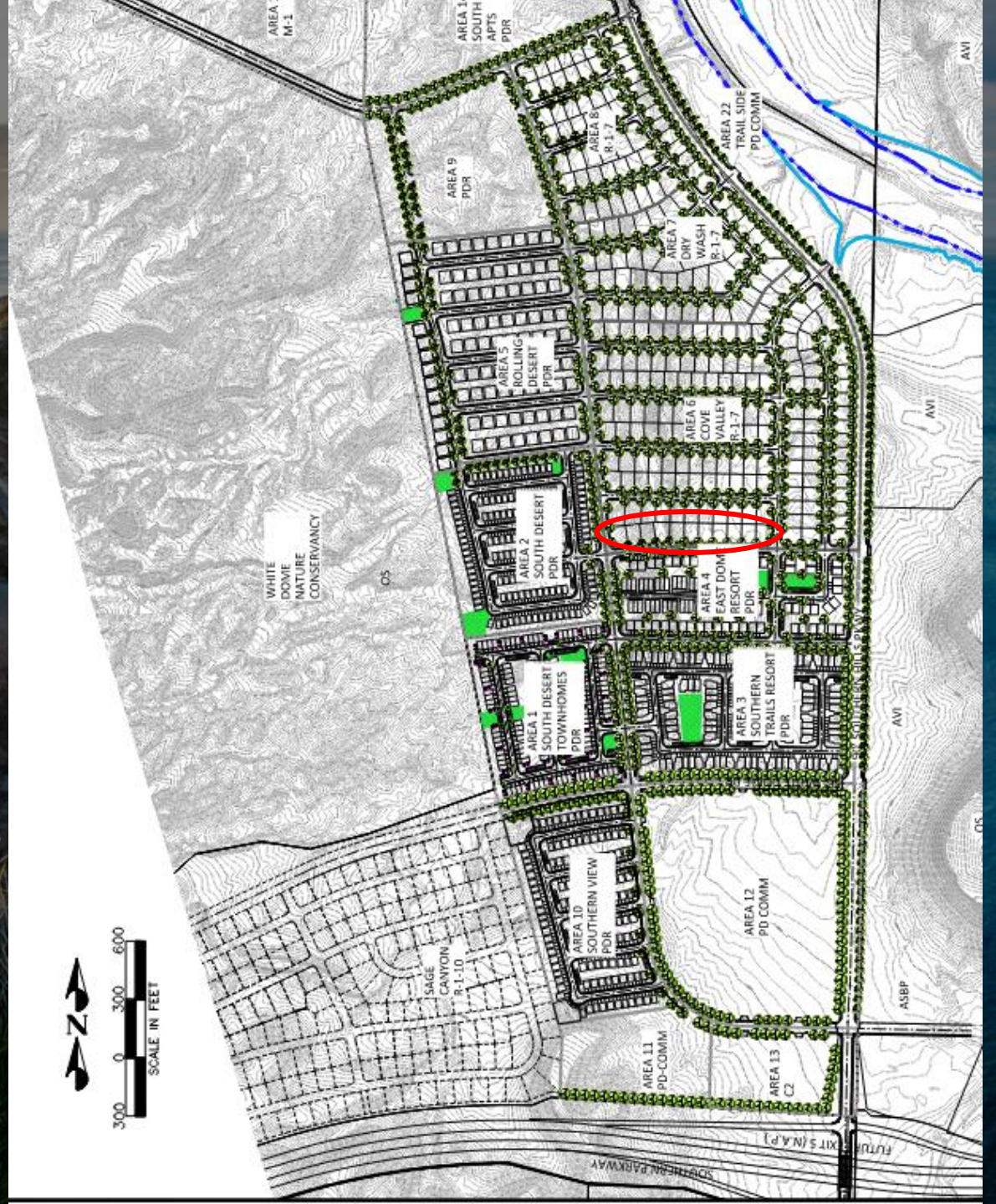
COVE VALLEY

Preliminary Plat

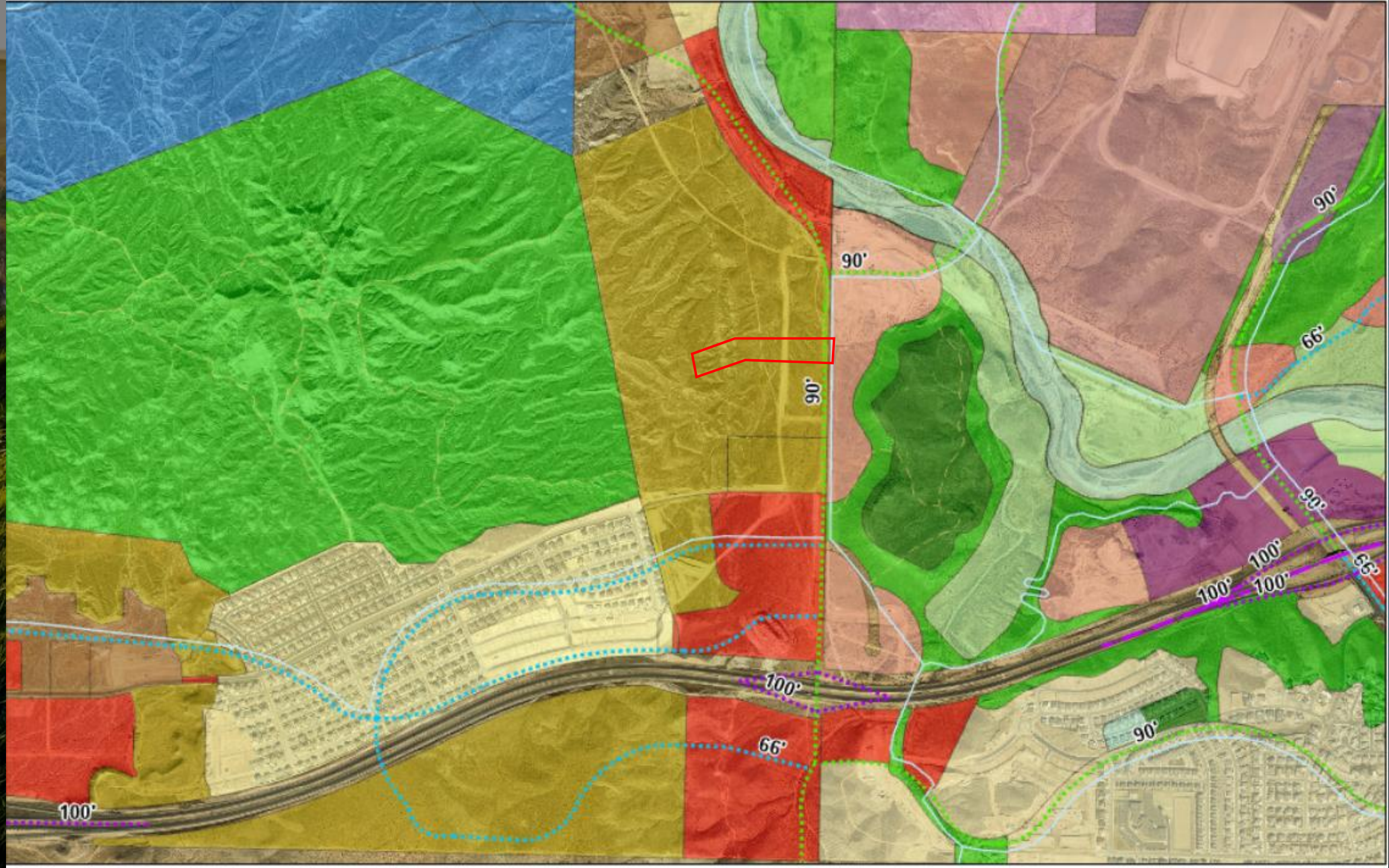
2023-PP-006

LOCATION

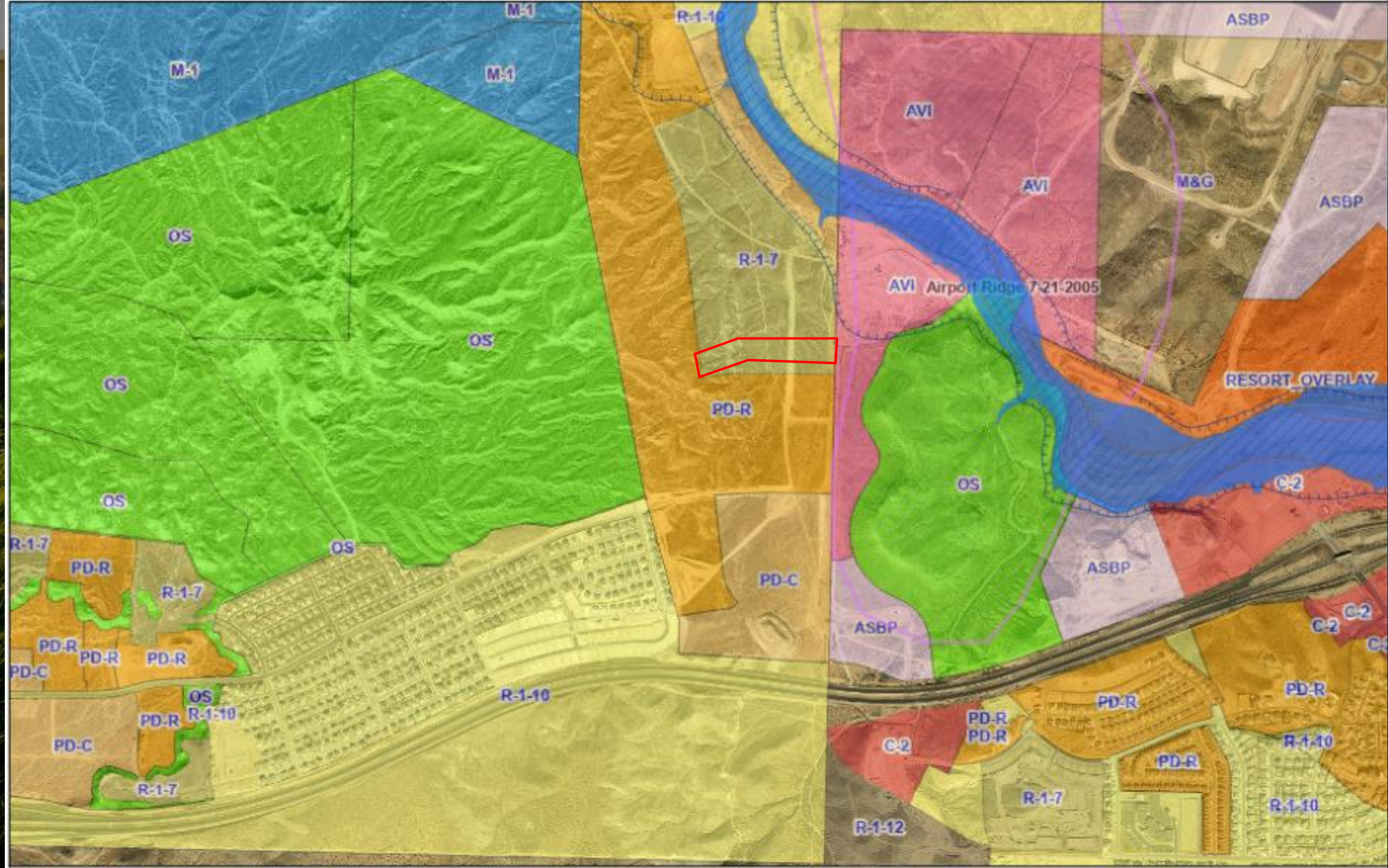
SOUTHERN HILLS



LAND USE



ZONING


M-1
M-1
M-1
R-1-10
ASBP
AVI
AVI
M&G
ASBP
OS
R-1-7
AVI
Airport Ridge 7-21-2005
OS
OS
PD-R
RESORT OVERLAY
OS
OS
C-2
OS
R-1-7
PD-R
PD-C
R-1-7
ASBP
ASBP
PD-R
PD-R
PD-R
C-2
C-2
PD-C
OS
R-1-10
PD-R
R-1-10
PD-R
PD-R
PD-R
PD-C
C-2
PD-R
R-1-10
PD-R
R-1-7
R-1-10
R-1-12

PLAT

SITE DATA:

ZONING:	R-1-7
SITE AREA:	2.61 ACRES
TOTAL DWELLING UNITS:	11 UNITS
DENSITY:	4.2 DU/AC

BENCHMARK

NORTHWEST CORNER SECTION XX, TOWNSHIP XX SOUTH, RANGE XX WEST, SALT LAKE BASE & MERIDIAN XXXX WASHINGTON COUNTY BRASS CAP.

2663.07 (FEET) H.C.N. #XXXX

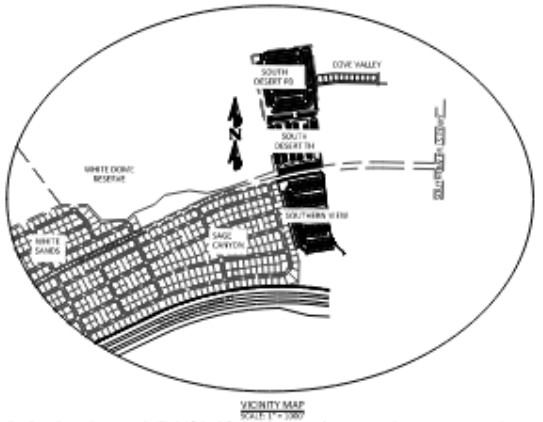
NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.
2. THIS SITE IS NOT LOCATED WITHIN A HILLSIDE OVERLAY ZONE.

FLOOD NOTE

THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 49053C1042G, WITHIN ZONE X.

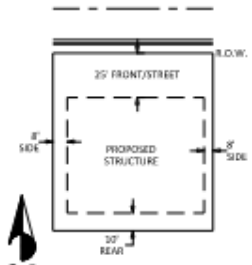
CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	20.00'	31.42'	90°00'09"	20.00'
C2	625.00'	25.68'	2°21'13"	12.84'
C3	625.00'	68.97'	6°19'20"	34.52'
C4	20.00'	32.01'	91°41'24"	20.60'
C5	600.00'	95.55'	9°07'29"	47.88'



VICINITY MAP
SCALE: 1" = 1000'

LEGAL DESCRIPTION:

BEGINNING AT A POINT NORTH 01°09'52" EAST ALONG THE SECTION LINE, A DISTANCE OF 1782.628 FEET AND NORTH 88°50'08" WEST 668.564 FEET FROM THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 40 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 88°42'48" WEST ALONG THE SECTION LINE BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 28), AND RUNNING THENCE NORTH 88°50'08" WEST 527.258 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 600.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°07'29", A DISTANCE OF 85.554 FEET; THENCE SOUTH 82°02'23" WEST 255.174 FEET; THENCE NORTH 80°50'13" WEST 139.682 FEET; THENCE NORTH 82°42'47" EAST 267.632 FEET; THENCE SOUTH 88°50'08" EAST 627.031 FEET; THENCE SOUTH 01°09'46" WEST 125.000 FEET TO THE POINT OF BEGINNING.
CONTAINS 113,825 SQ. FT., (2.613 ACRES)



TYPICAL SETBACKS

LEGEND:

- SUBDIVISION BOUNDARY
- STREET CENTERLINE
- ROAD RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED CURB & GUTTER
- SETBACK LINE
- PHASE BOUNDARY
- ADDRESS (2407 E)

N

40 0 40 80
SCALE IN FEET

Agenda Date: 07/20/2023 **Agenda Item Number:** 14

Subject:

Consider approval of a preliminary plat for Estates at Old Farm, a 21-lot residential subdivision on 14.50 acres located north of 2450 South Street and east of 2580 East Street. Case No. 2023-PP-023

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Red Sands F-1 LC; Ryan Lay, representative

Reference Number: 2023-PP-023

Address/Location:

Located north of 2450 South Street and east of 2580 East Street

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

On March 17, 2023, the City Council approved a zone change that included these 14.50 acres, changing the zone from A-20 (Agricultural, 20-acre minimum lot size) to R-1-20 (Residential, 20,000 sf minimum lot size). After this approval, on April 6, 2023, the 4-lot 76.04-acre Old Farm Preliminary Plat was approved. The applicant is requesting to further subdivide Lot 1 of that approved preliminary plat. This item was presented to the Planning Commission in a public meeting held June 27, 2023. .

Staff Narrative (need/purpose):

The Estates at Old Farm is an amended preliminary plat of Lot 1 of the Old Farm Preliminary Plat. The request is to create 21 residential lots. Each lot will contain over the required 20,000 square feet, with the smallest lot containing 21,579 square feet. Lots 1-6 will be double fronting lots that will front Baler Road and have their rear fronting 2580 East Street. 2580 East Street was originally proposed for a 66 right-of-way which is classified as a major collector road. However, this road is no longer planned to function as a major collector road. With the extra right-of-way along that will not be used as paved right-of-way, the applicant will be proposing to put in a 10 wide asphalt trail and landscape buffer within the right-of-way. This is not typical, but staff agrees with this proposal. The City will retain ownership of the right-of-way, but the HOA for this new subdivision will be responsible for maintenance of the landscape. The HOA will have to enter into a landscape agreement with the City.

Name of Legal Dept approver: Jami Brackin

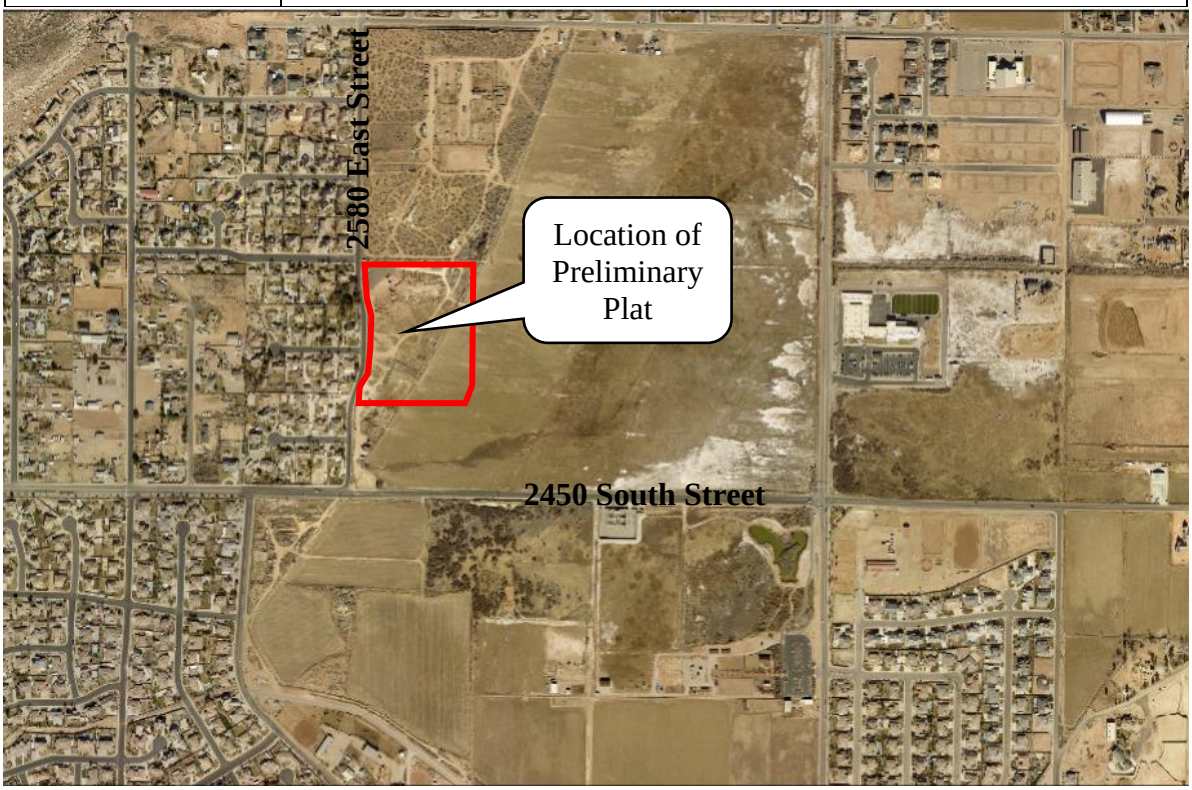
Budget Impact: No Impact

Recommendation (Include any conditions):

On June 27, 2023, with a unanimous vote, the Planning Commissioners recommended approval of this preliminary plat.

PLANNING COMMISSION AGENDA REPORT: 06/27/2023
CITY COUNCIL AGENDA REPORT: 07/20/2023

Estates at Old Farm Preliminary Plat (Case No. 2023-PP-023)	
Request:	Consider approval of a preliminary plat for Estates at Old Farm, a 21-lot residential subdivision on 14.50 acres located north of 2450 South Street and east of 2580 East Street. Case No. 2023-PP-023
Applicant:	Red Sands F-1 LC
Representative:	Ryan Lay
Location:	Located north of 2450 South Street and east of 2580 East Street
General Plan:	LDR (Low Density Residential)
Existing Zoning:	R-1-20 (Single Family Residential, 20,000 sf Minimum Lot Size)
Land Area:	Approximately 14.50



BACKGROUND:
On March 17, 2023, the City Council approved a zone change that included these 14.50 acres, changing the zone from A-20 (Agricultural, 20-acre minimum lot size) to R-1-20 (Residential, 20,000 sf minimum lot size). After this approval, on April 6, 2023, the 4-lot 76.04-acre Old Farm Preliminary Plat was approved. The applicant is requesting to further subdivide Lot 1 of that approved preliminary plat.

The Estates at Old Farm is an amended preliminary plat of Lot 1 of the Old Farm Preliminary Plat. The request is to create 21 residential lots. Each lot will contain over the required 20,000 square feet, with the smallest lot containing 21,579 square feet. Lots 1-6 will be double fronting lots that will front Baler Road and have their rear fronting 2580 East Street. 2580 East Street was originally proposed for a 66' right-of-way which is classified as a major collector road. However, this road is no longer planned to function as a major collector road. With the extra right-of-way along that will not be used as paved right-of-way, the applicant will be proposing to put in a 10' wide asphalt trail and landscape buffer within the right-of-way. This is not typical, but staff agrees with this proposal. The City will retain ownership of the right-of-way, but the HOA for this new subdivision will be responsible for maintenance of the landscaping. The HOA will have to enter into a landscape agreement with the City.

RECOMMENDATION:
On June 27, 2023, with a unanimous vote, the Planning Commissioners recommended approval of this preliminary plat.

ALTERNATIVES:
1. Approve as presented.
2. Approve with conditions.
3. Deny this request.
4. Table or Continue the proposed preliminary plat to a specific date.

POSSIBLE MOTION:
I move that we approve the Estates at Old Farm Preliminary Plat.

FINDINGS FOR APPROVAL:
1. The proposed Preliminary Plat meets the requirements found in Section 10-25C-3 of the Subdivision Regulations.
2. The proposed project meets the lot size requirements found in Section 10-8B-2.

EXHIBIT A

EXHIBIT A
Preliminary Plat

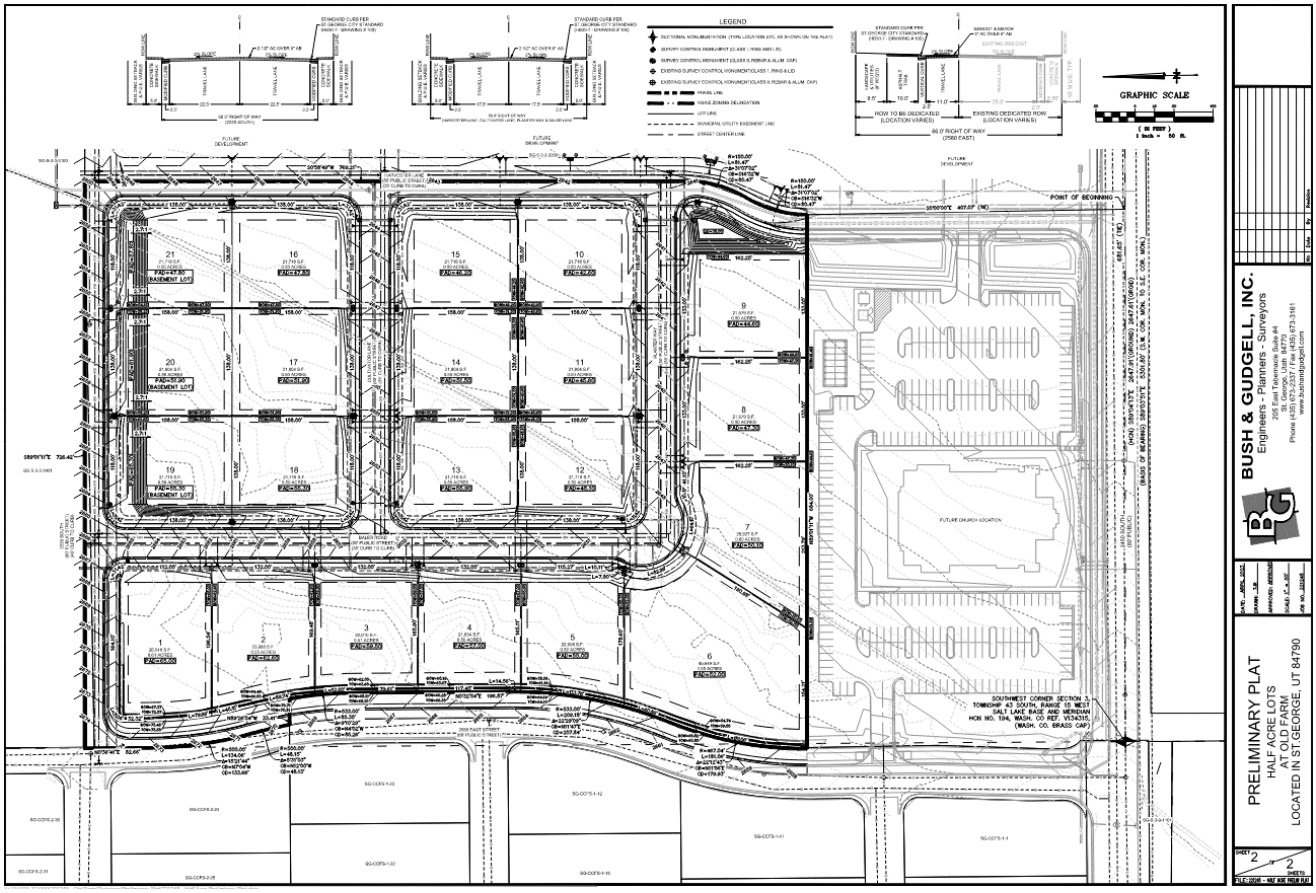


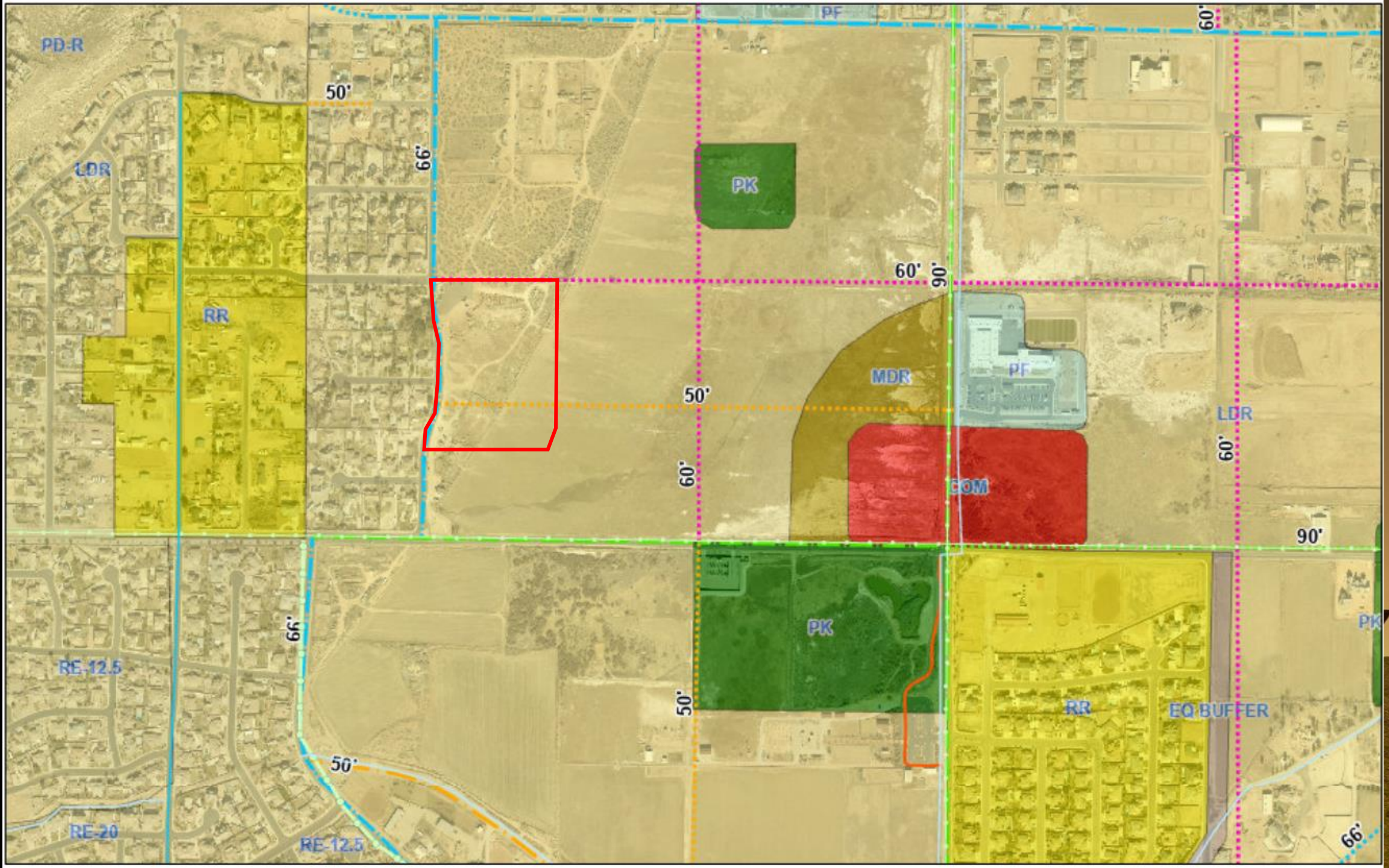
EXHIBIT B
PowerPoint Presentation

Estates at Old Farm

Preliminary Plat

2023-PP-023

LOCATION


PD-R
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RR
PK
PF
MDR
COM
LDR
PK
RR
EQ BUFFER
PK
RE-12.5
RE-20
RE-12.5
50'
66'
60'
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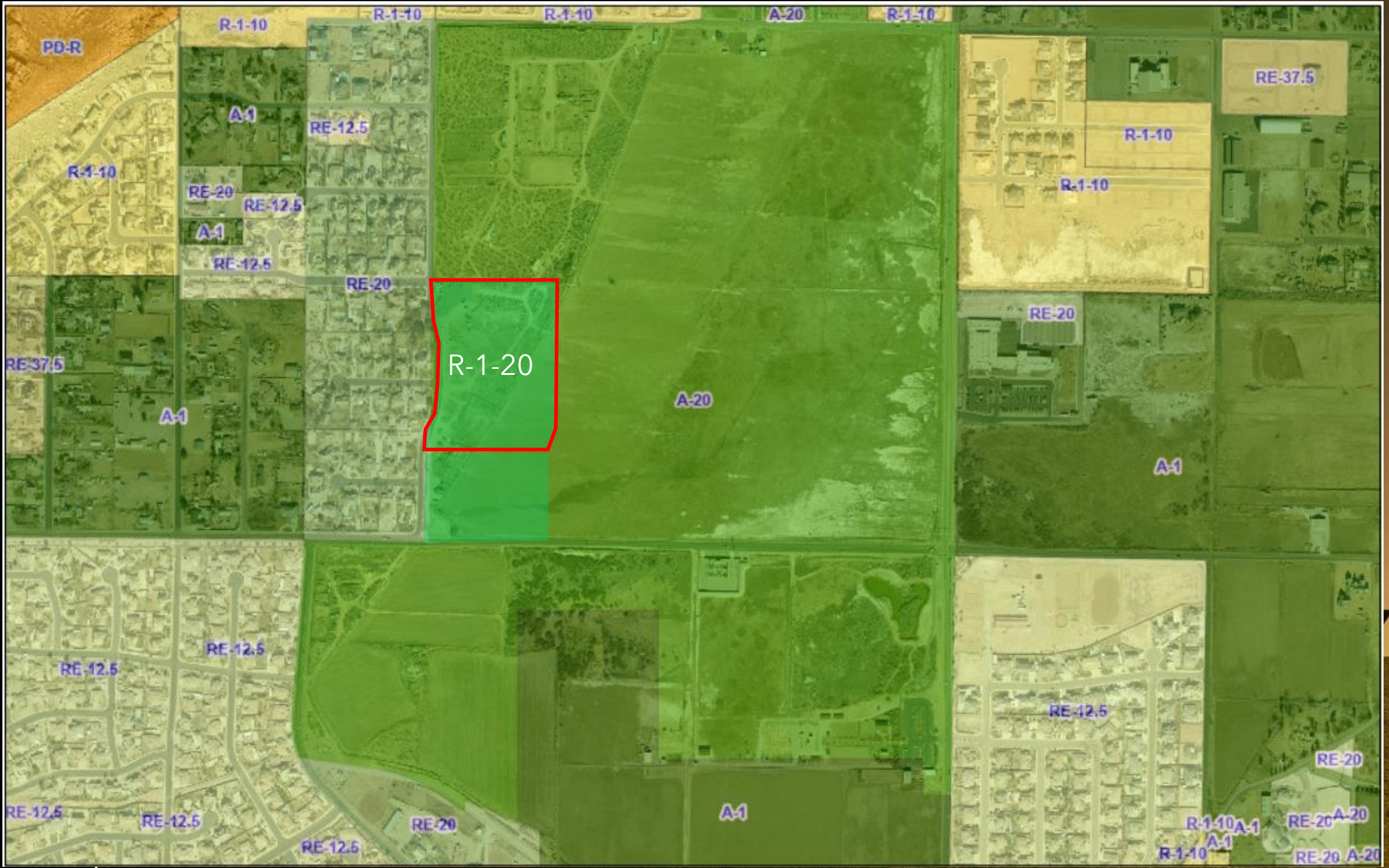
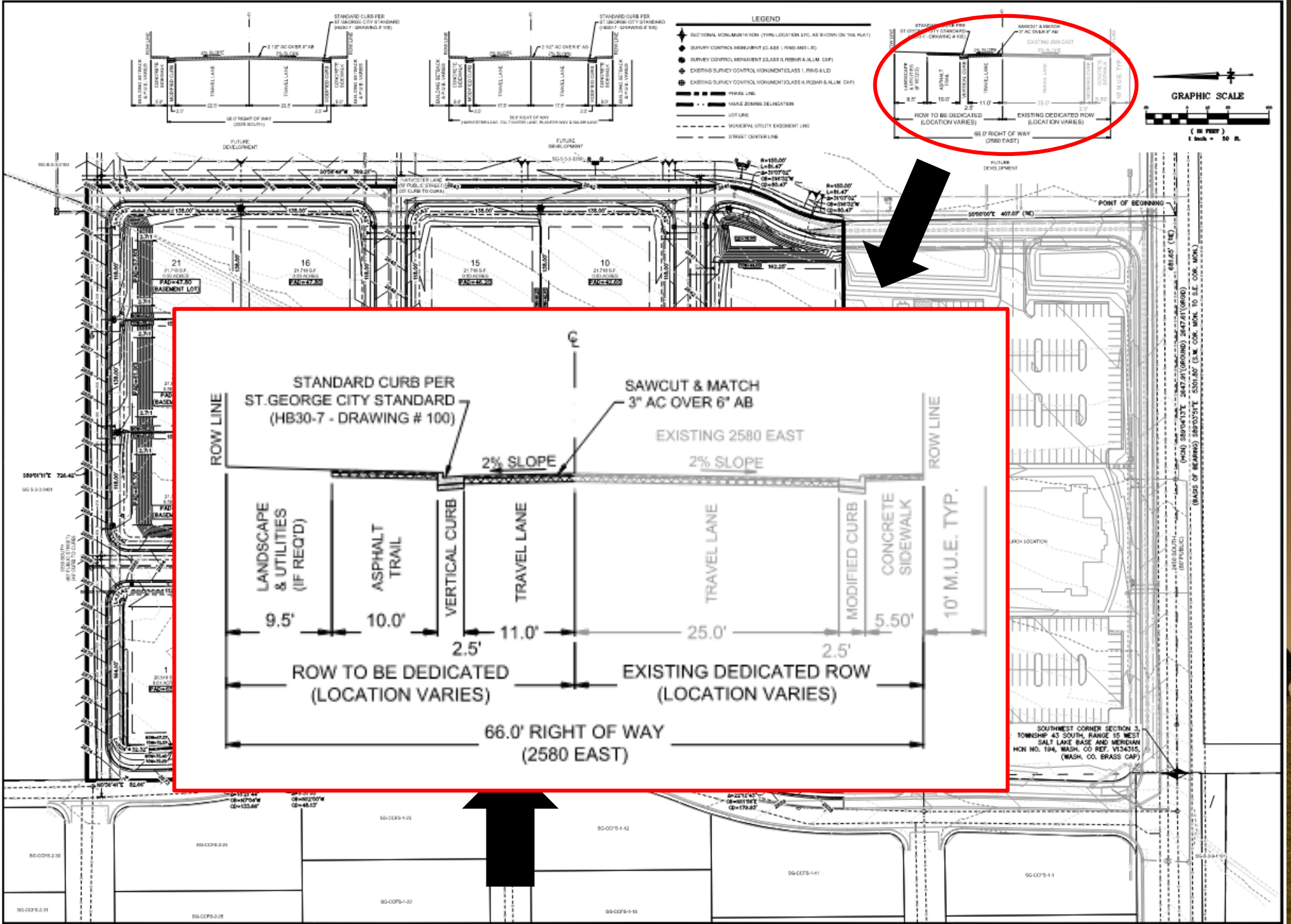
90'
66'

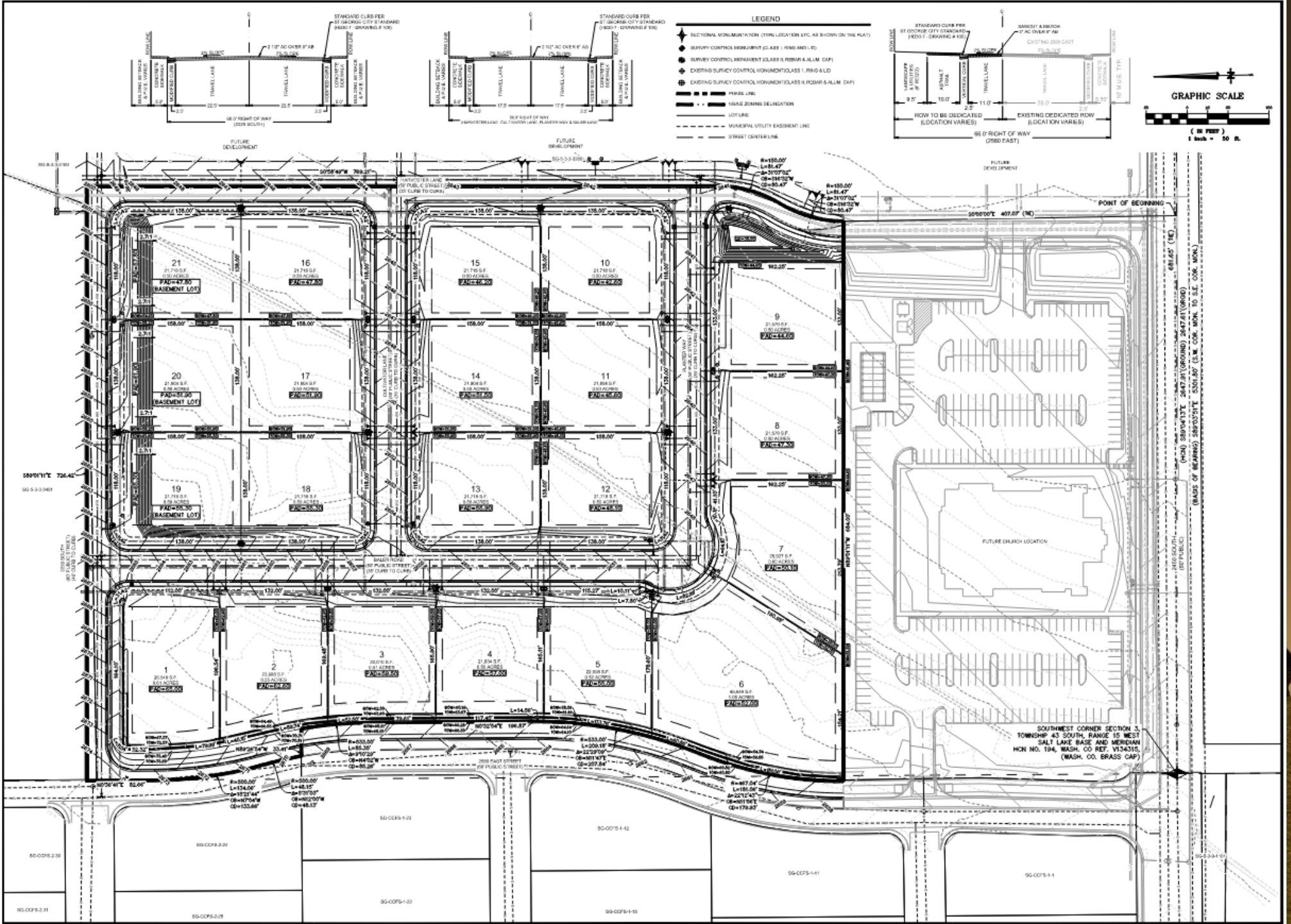
LAND USE


R-1-10
R-1-10
R-1-10
A-20
R-1-10
PD-R
A-1
RE-12.5
R-1-10
RE-20
RE-12.5
A-1
RE-12.5
RE-20
R-1-20
A-20
RE-37.5
A-1
RE-37.5
R-1-10
R-1-10
RE-20
A-1
RE-12.5
RE-12.5
RE-12.5
A-1
RE-12.5
RE-20
RE-12.5
RE-20
A-20
R-1-10
A-1
R-1-10
A-1
RE-20
A-20

ZONING



PRELIMINARY PLAT



PRELIMINARY PLAT

Agenda Date: 07/20/2023 **Agenda Item Number:** 15

Subject:

Consider approval of a preliminary plat for Sunshine Way Subdivision, a 3-lot residential subdivision on 0.61 acres located on the northwest corner of 200 South Street and 200 West Street. Case No. 2023-PP-024

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: JMW Utah LLC Series SG-144-C; Steve Kamlowsky, representative

Reference Number: 2023-PP-024

Address/Location:

Located on the northeast corner of 200 South Street and 200 West Street

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

This parcel of land is located at the northeast corner of 200 West Street and 200 South Street. The lot currently has one home on it. This item was presented to the Planning Commission at a public meeting on July 11, 2023.

Staff Narrative (need/purpose):

The applicant would like to split the vacant land to the east into two additional residential lots. Lot 1 will contain 12,959 square feet and will have the existing house on it. Lot 2 will contain 7,262 square feet, and Lot 3 will contain 5,833 square feet and will be vacant lots, ready for development. All lots meet the RCC (Residential Central City) zoning requirements for size, dimensions, and location. The utilities for Lot 1 will all be contained on this lot.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

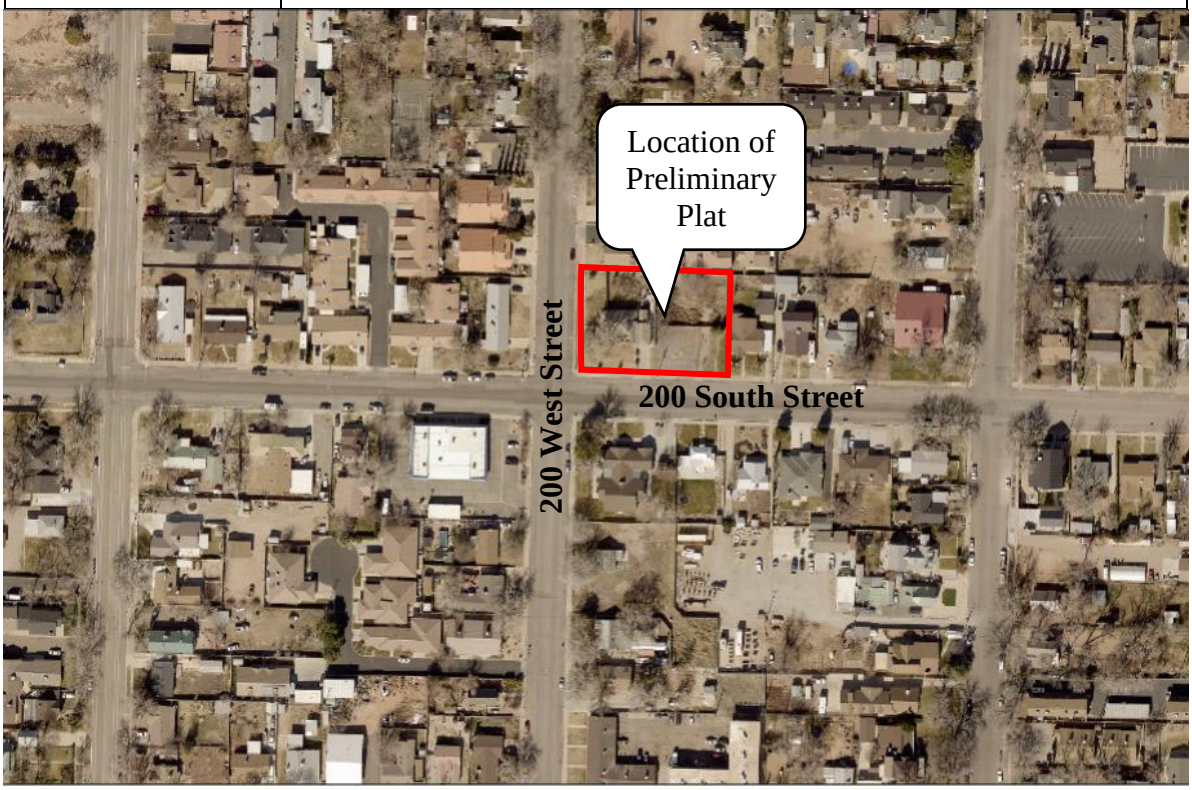
With a 6-0 vote, the Planning Commission recommended approval of this preliminary plat.

St.George
Community Development

ITEM 8
Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 07/11/2023
CITY COUNCIL AGENDA REPORT: 07/20/2023

Sunshine Way Subdivision Preliminary Plat (Case No. 2023-PP-024)	
Request:	Consider approval of a preliminary plat for Sunshine Way Subdivision, a 3-lot residential subdivision on 0.61 acres located on the northwest corner of 200 South Street and 200 West Street. Case No. 2023-PP-024
Applicant:	JMW Utah LLC Series SG-144-C
Representative:	Steve Kamlowsky
Location:	Located on the northeast corner of 200 South Street and 200 West Street
General Plan:	Traditional Neighborhood
Existing Zoning:	RCC (Residential Central City)
Land Area:	Approximately 0.61 acres



BACKGROUND:
This parcel of land is located at the northeast corner of 200 West Street and 200 South Street. The lot currently has one home on it. This item was presented to the Planning Commission at a public meeting on July 11, 2023. The applicant would like to split the vacant land to the east into two additional residential lots. Lot 1 will contain 12,959 square feet and will have the existing house on it. Lot 2 will contain 7,262 square feet, and Lot 3 will contain 5,833 square feet and will be vacant lots, ready for development. All lots meet the RCC (Residential Central City) zoning requirements for size, dimensions, and location. The utilities for Lot 1 will all be contained on this lot.

RECOMMENDATION:
With a 6-0 vote, the Planning Commission recommended approval of this preliminary plat.

ALTERNATIVES:
1. Approve as presented.
2. Approve with conditions.
3. Deny this request.
4. Table or Continue the proposed preliminary plat to a specific date.

POSSIBLE MOTION:
I move we approve the Sunshine Way Subdivision Preliminary Plat.

FINDINGS FOR APPROVAL:
1. The proposed Preliminary Plat meets the requirements found in Section 10-25C-3 of the Subdivision Regulations.
2. The proposed project meets the lot size requirements found in Section 10-8B-2.

EXHIBIT A
Preliminary Plat

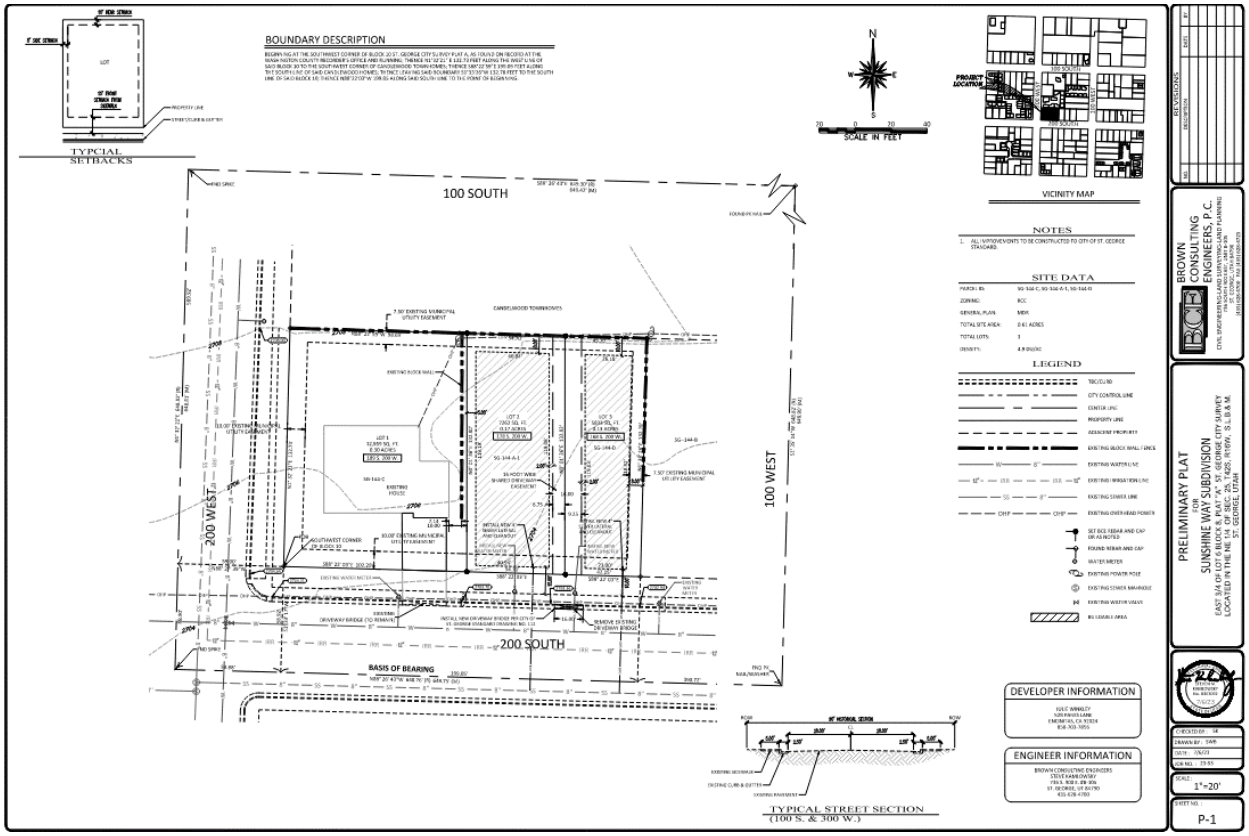


EXHIBIT B
PowerPoint Presentation

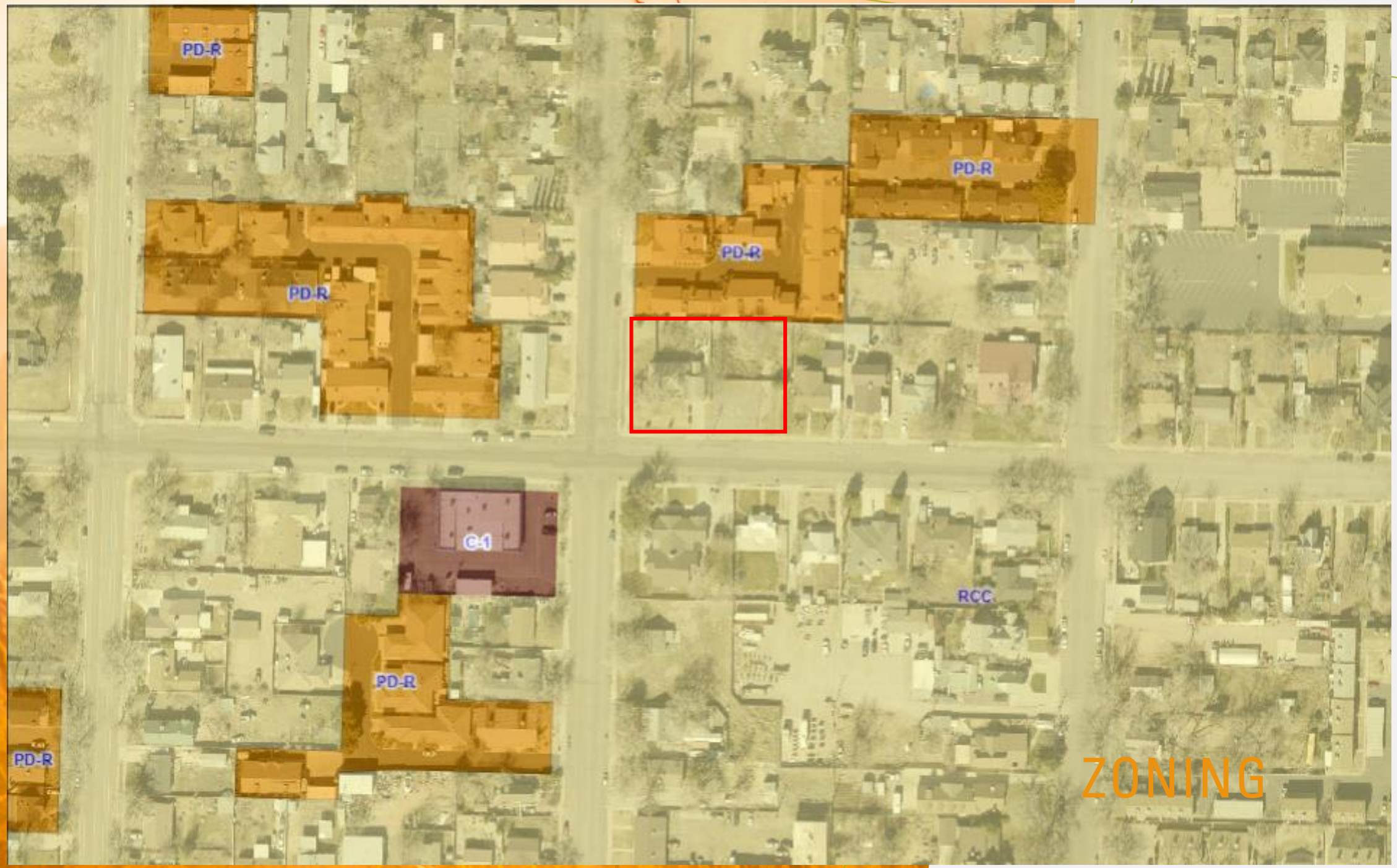
PRELIMINARY PLAT

2023-PP-024

SUNSHINE WAY SUBDIVISION

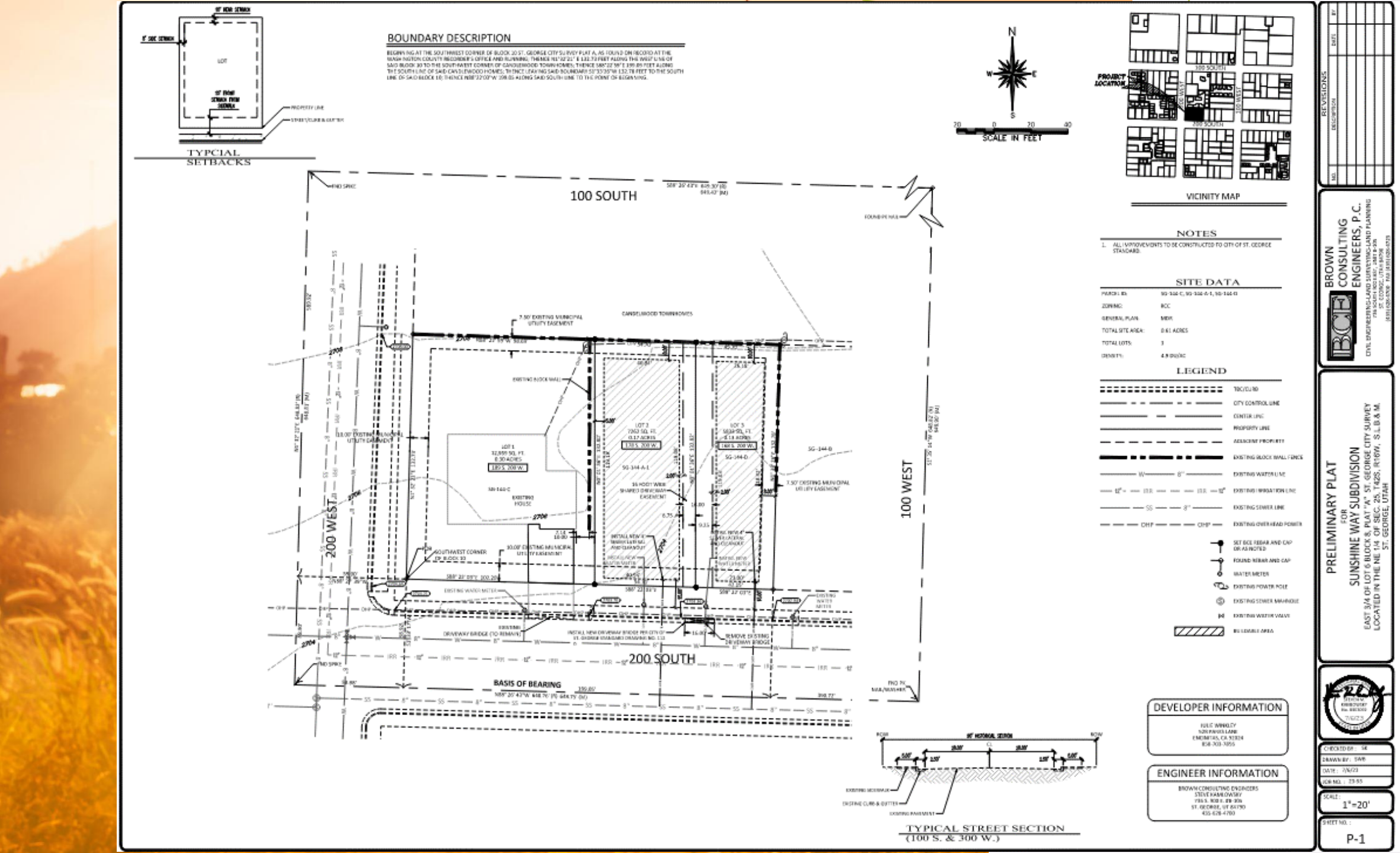
LOCATION

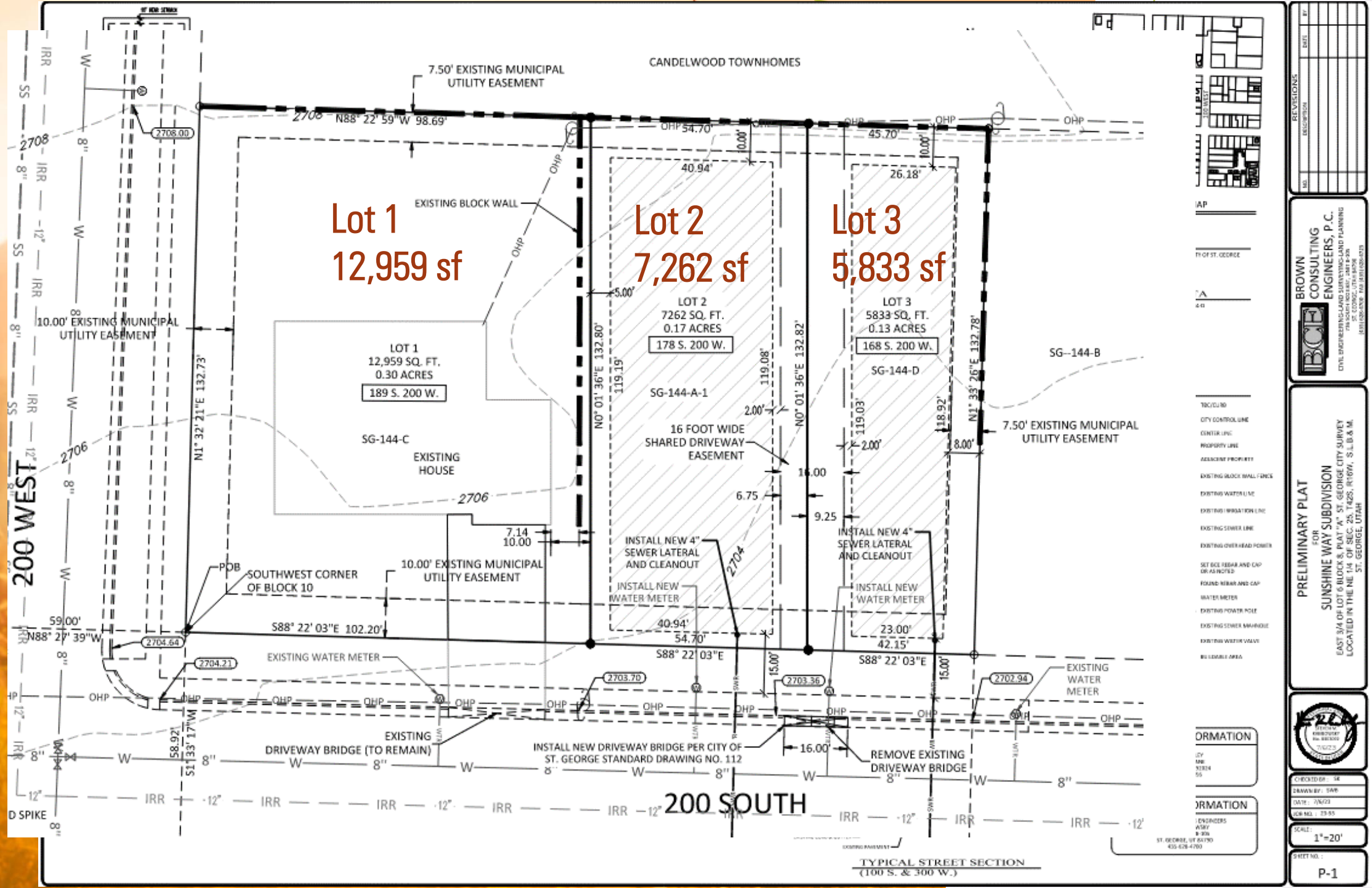
LAND USE



ZONING

Lot 10
Lot 9
Lot 8
Lot
189 S
Lot


BOUNDARY DESCRIPTION
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 20 ST. GEORGE CITY SURVEY PLAT A, AS FOUND ON RECORD AT THE WASHINGTON COUNTY RECORDER'S OFFICE AND RUNNING; THENCE N1°32'21" E 132.73 FEET ALONG THE WEST LINE OF SAID BLOCK 20 TO THE SOUTHWEST CORNER OF CANDLEWOOD TOWNHOMES; THENCE S88°22'39"E 199.85 FEET ALONG THE SOUTH LINE OF SAID CANDLEWOOD HOMES; THENCE LEAVING SAID BOUNDARY S1°35'35"W 132.78 FEET TO THE SOUTH LINE OF SAID BLOCK 18; THENCE N88°22'03"W 198.85 ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.
TYPICAL SETBACKS
PROPERTY LINE
STREET/CURB & GUTTER
SCALE IN FEET
VICINITY MAP
PROJECT LOCATION
100 SOUTH
200 WEST
100 WEST
200 SOUTH
100 WEST
FOUND SPIKE
FOUND PK NAIL
7.50' EXISTING MUNICIPAL UTILITY EASEMENT
CANDLEWOOD TOWNHOMES
EXISTING BLOCK WALL
LOT 1 32,699 SQ. FT. 0.30 ACRES
LOT 2 7262 SQ. FT. 0.17 ACRES
LOT 3 5634 SQ. FT. 0.13 ACRES
16 FOOT WIDE SHARED DRIVEWAY EASEMENT
EXISTING HOUSE
SOUTHWEST CORNER OF BLOCK 20
10.00' EXISTING MUNICIPAL UTILITY EASEMENT
EXISTING WATER METER
DRIVEWAY BRIDGE (TO REMAIN)
INSTALL NEW DRIVEWAY BRIDGE PER CITY OF ST. GEORGE STANDARD DRAWING NO. 112
REMOVE EXISTING DRIVEWAY BRIDGE
BASIS OF BEARING
N88°20'43"W 668.76' (M) 668.75' (M)
NOTES
1. ALL IMPROVEMENTS TO BE CONSTRUCTED TO CITY OF ST. GEORGE STANDARDS.
SITE DATA
PARCEL IDs: SG-144-C, SG-144-A-1, SG-144-D
ZONING: RCC
GENERAL PLAN: MDR
TOTAL SITE AREA: 0.61 ACRES
TOTAL LOTS: 3
DENSITY: 4.9 DU/AC
LEGEND
TBC/CURB
CITY CONTROL LINE
CENTER LINE
PROPERTY LINE
ADJACENT PROPERTY
EXISTING BLOCK WALL/FENCE
EXISTING WATER LINE
EXISTING IRRIGATION LINE
EXISTING SEWER LINE
EXISTING OVERHEAD POWER
SET 5/8" REBAR AND CAP OR AS NOTED
FOUND REBAR AND CAP
WATER METER
EXISTING POWER POLE
EXISTING SEWER MANHOLE
EXISTING WATER VALVE
BUILDABLE AREA
80' HISTORICAL SECTION
EXISTING SIDEWALK
EXISTING CURB & GUTTER
EXISTING PAVEMENT
TYPICAL STREET SECTION (100 S. & 300 W.)
DEVELOPER INFORMATION
EULE WINKLEY
9255 RAVEN LANE
ENOCHTAS, CA 91324
858-303-3955
ENGINEER INFORMATION
BROWN CONSULTING ENGINEERS
STEVE KAMLOWSKY
735 S. 900 E. STE 306
ST. GEORGE, UT 84790
435-628-4780
REVISIONS
NO.
DESCRIPTION
DATE
BY
BROWN CONSULTING ENGINEERS, P.C.
CIVIL ENGINEERING LAND SURVEYING LAND PLANNING
735 SOUTH 900 EAST, SUITE B-306
ST. GEORGE, UTAH 84790
(435) 628-4780 FAX (435) 628-4773
PRELIMINARY PLAT
FOR
SUNSHINE WAY SUBDIVISION
EAST 3/4 OF LOT 6 BLOCK 8, PLAT "A" ST. GEORGE CITY SURVEY
LOCATED IN THE NE 1/4 OF SEC. 25, T42S, R16W, S.L.B.& M.
ST. GEORGE, UTAH
CHECKED BY : SK
DRAWN BY : SWB
DATE : 7/6/23
JOB NO. : 23-55
SCALE : 1"=20'
SHEET NO. : P-1


Lot 1
12,959 sf
Lot 2
7,262 sf
Lot 3
5,833 sf
CANDELWOOD TOWNHOMES
7.50' EXISTING MUNICIPAL UTILITY EASEMENT
N88° 22' 59"W 98.69'
EXISTING BLOCK WALL
10.00' EXISTING MUNICIPAL UTILITY EASEMENT
LOT 1
12,959 SQ. FT.
0.30 ACRES
189 S. 200 W.
SG-144-C
EXISTING HOUSE
LOT 2
7262 SQ. FT.
0.17 ACRES
178 S. 200 W.
SG-144-A-1
LOT 3
5833 SQ. FT.
0.13 ACRES
168 S. 200 W.
SG-144-D
SG--144-B
16 FOOT WIDE SHARED DRIVEWAY EASEMENT
7.50' EXISTING MUNICIPAL UTILITY EASEMENT
INSTALL NEW 4" SEWER LATERAL AND CLEANOUT
INSTALL NEW WATER METER
200 WEST
POB
SOUTHWEST CORNER OF BLOCK 10
10.00' EXISTING MUNICIPAL UTILITY EASEMENT
S88° 22' 03"E 102.20'
EXISTING WATER METER
EXISTING DRIVEWAY BRIDGE (TO REMAIN)
INSTALL NEW DRIVEWAY BRIDGE PER CITY OF ST. GEORGE STANDARD DRAWING NO. 112
REMOVE EXISTING DRIVEWAY BRIDGE
200 SOUTH
TYPICAL STREET SECTION
(100 S. & 300 W.)
PRELIMINARY PLAT
FOR
SUNSHINE WAY SUBDIVISION
EAST 3/4 OF LOT 6 BLOCK 8, PLAT "A" ST. GEORGE CITY SURVEY
LOCATED IN THE NE 1/4 OF SEC. 25, T42S, R16W, S.L.B.& M.
ST. GEORGE, UTAH
BROWN CONSULTING ENGINEERS, P.C.
REVISIONS
1"=20'
P-1

Agenda Date: 07/20/2023 **Agenda Item Number:** 16

Subject:

Consider approval of a preliminary plat for The Estates at Copper Ridge, a 42-lot single family residential subdivision on 70.83 acres located on Hillrise Drive, south of Summit Ridge Drive. Case No 2023-PP-013

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Tony Carter (Horrocks Engineering)

Reference Number: 2023-PP-013

Address/Location:

The site is generally located on Hillrise Drive, south of Summit Ridge Drive.

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

In 2021, the site was granted approval of a PD amendment, hillside permit and preliminary plat. Because a final plat was never recorded, the preliminary plat lapsed and is no longer valid. This application would reinstate that preliminary plat. The Planning Commission held a public meeting on June 27, 2023 and recommends approval of the application with a 6-0 vote.

Staff Narrative (need/purpose):

The developer of the site approached the Planning Commission and City Council in 2021 and received approval of a hillside permit, PD (Planned Development) amendment, and preliminary plat. Preliminary plat approvals expire after a year if a final plat has not been recorded within that time frame. As a result, this particular plat expired requiring the applicant to make a new application in accordance with the approved PD zone. This is a reinstatement of the plat that expired.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On June 27, 2023, the Planning Commission held a public meting on the proposed preliminary plat and recommends approval with a 6-0 vote and with the following conditions:1. That all retaining walls meet the requirements of the hillside and retaining wall ordinances.

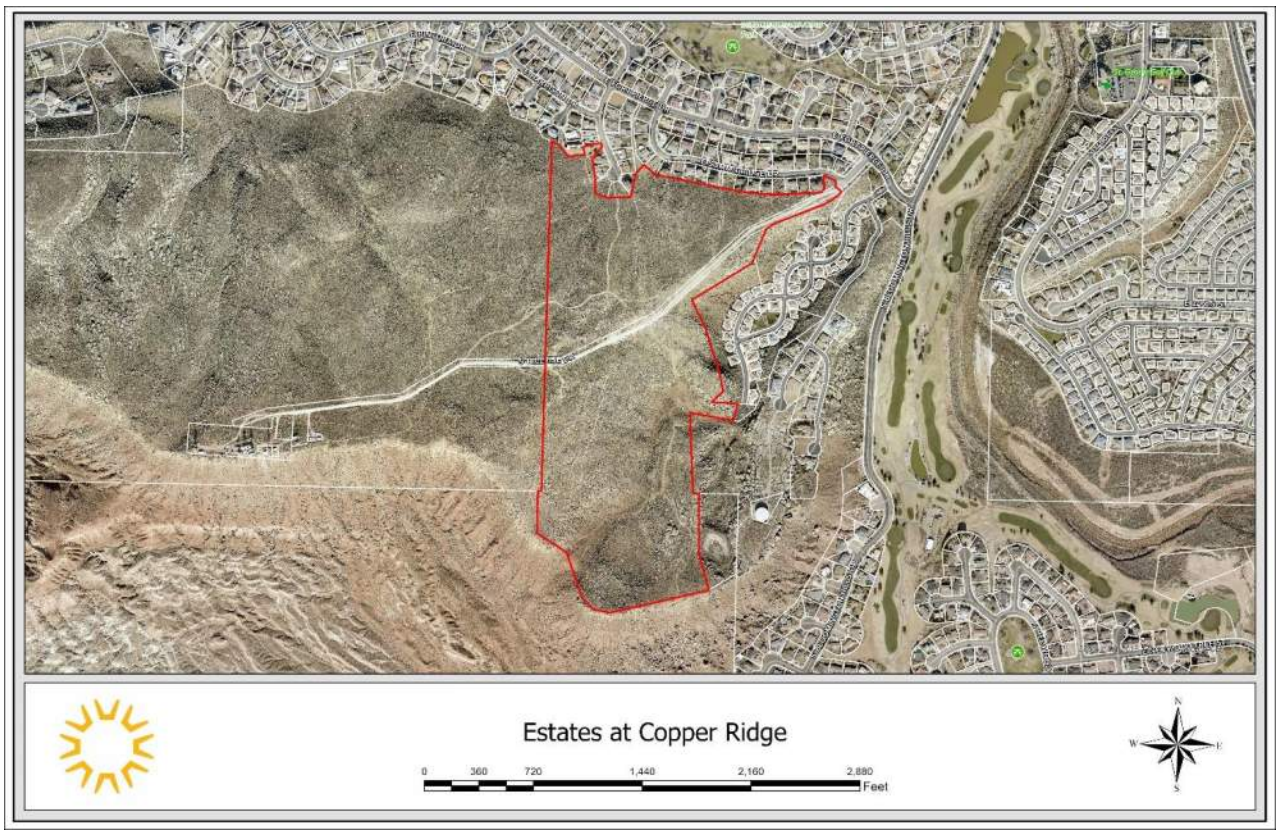
St.George
Community Development

Preliminary Plat

PLANNING COMMISSION AGENDA REPORT: 06/27/2023
CITY COUNCIL AGENDA REPORT: 07/06/2023

Preliminary Plat
Estates at Copper Ridge Preliminary Plat
Case No. 2023-PP-013

Request:	The applicant is requesting approval of a preliminary plat to divide the property into 42 single-family lots.
Representative:	Tony Carter (Horrocks Engineering)
Parcel Number:	SG-5-3-5-32001
Location:	The site is generally located on Hillrise Drive, south of Summit Ridge Drive.
Total Acreage:	Approximately 70.83 acres
Existing Zoning:	PD-R (Planned Development Residential)
General Plan:	OS (Open Space)



Adjacent zones: The property is surrounded by R-1-40 on the west, R-1-8 to the north, PD-R (Planned Development Residential) on the east, and OS (Open Space) on the south.

Background & Analysis: The property has a long history including real estate exchanges which culminated in a development agreement between the City of St. George, Bureau of Land Management (BLM), and Leucadia Financial Corporation in July of 1998. In the development agreement, the City agreed to allow the construction of Sienna Canyon, Sienna Ridge and the remaining property on Webb Hill (the subject property). Between Sienna Ridge (13 lots) and Sienna Canyon (55 lots), 68 units have been platted. Out of 118 total units allowed by the development agreement, this leaves a total of 50 lots left to be developed. The applicant is proposing 42 new lots.

The developer of the site approached the Planning Commission and City Council in 2021 and received approval of a hillside permit, PD (Planned Development) amendment, and preliminary plat. Preliminary plat approvals expire after a year if a final plat has not been recorded within that time frame. As a result, this particular plat expired requiring the applicant to make a new application in accordance with the approved PD zone. This is a reinstatement of the plat that expired.

The lots range in size from approximately 20,307 ft^2 to approximately 137,422 ft^2.

The location falls within the Hillside Development Zone, and the applicant has received approval along with the zone change previously. Engineering staff has noted that some of the retaining walls may need to be adjusted to meet the standards of the code. This will be done during the construction drawing review process.

PC Recommendation: On June 17, 2023, The Planning Commission held a public meeting on the proposed plat and recommends approval of the preliminary plat, with a 6-0 vote, and with the following conditions:

1. That all retaining walls meet the requirements of the hillside and retaining wall ordinances.

Alternatives:

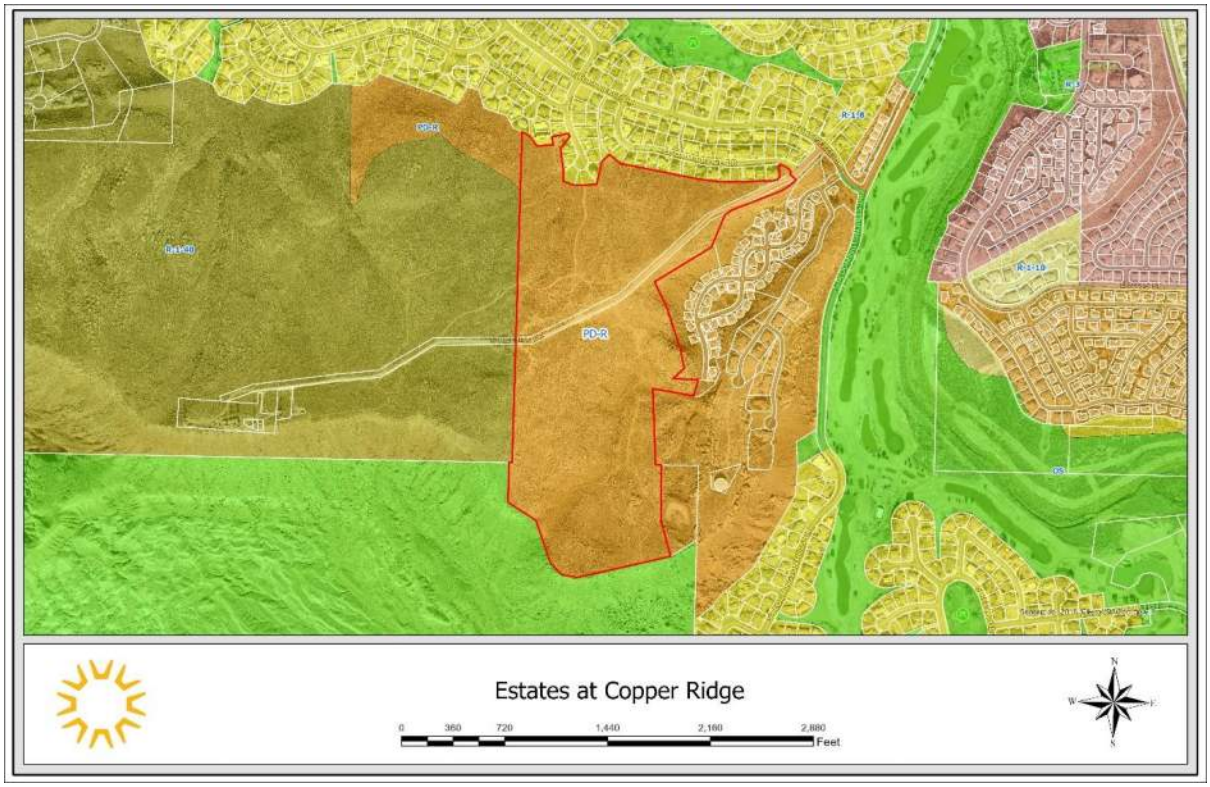
1. Approve preliminary plat as presented.
2. Deny the application.
3. Continue the proposed preliminary plat into the future.

Sample Motion: **“**I move that we approve the Estates at Copper Ridge Preliminary Plat request, application number 2023-PP-013, based on the findings and subject to the condition listed in the staff report.”

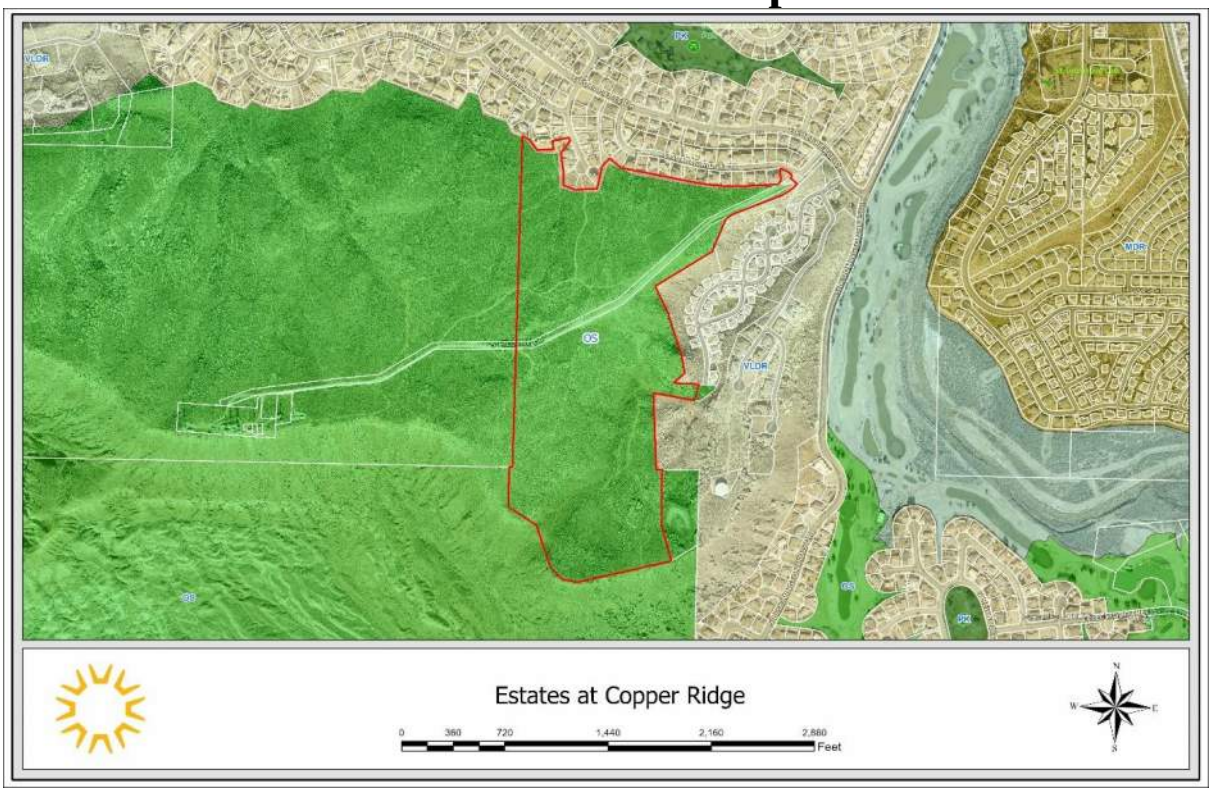
Possible Findings:

1. That the plat is consistent with and compliant to the zoning on the property.
2. That the plat will not leave any remnant property unaccounted for.
3. That development in the plat is consistent with the PD previously proposed by the applicant.
4. That this application is

Zoning Map



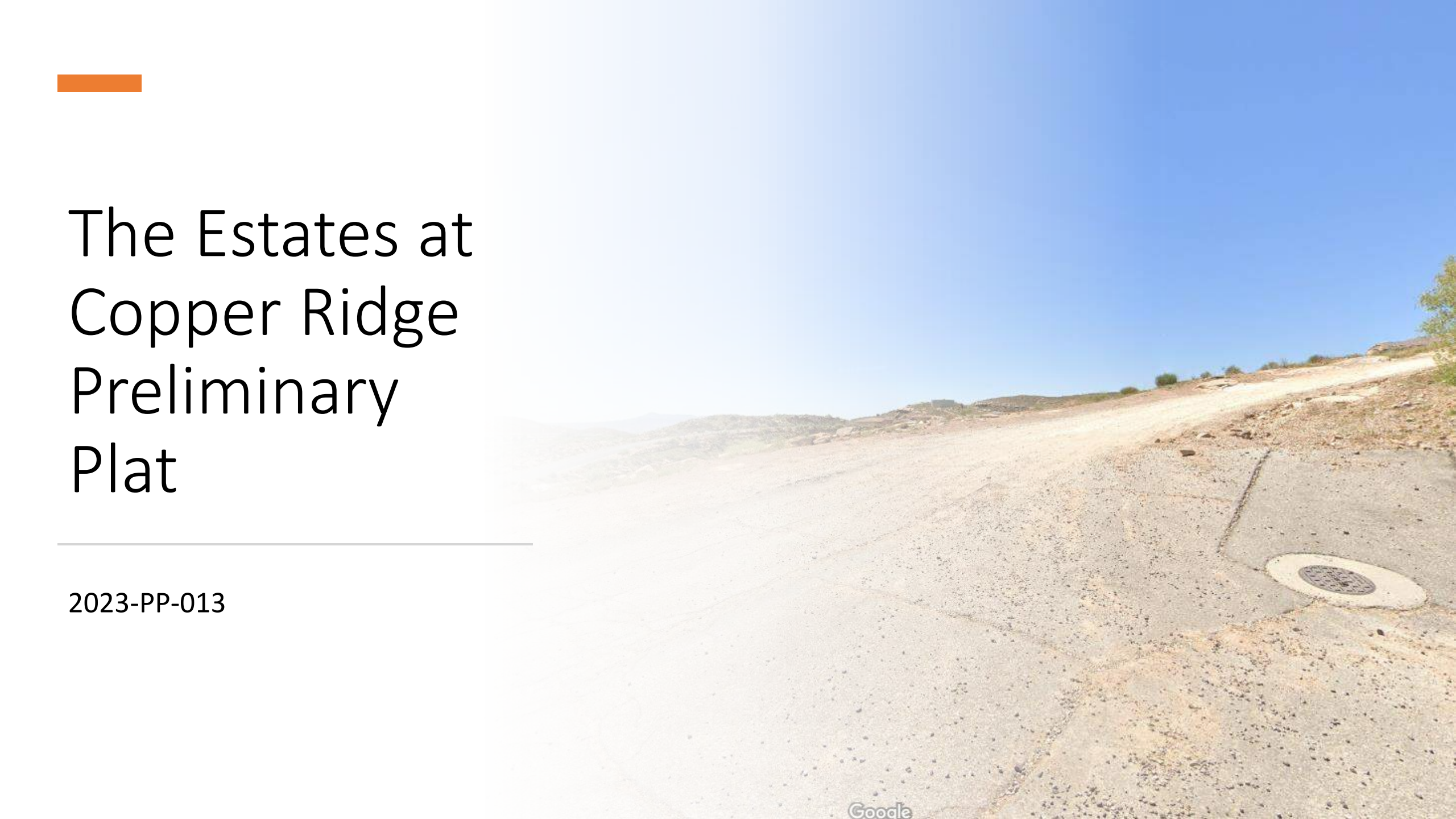
General Plan Map



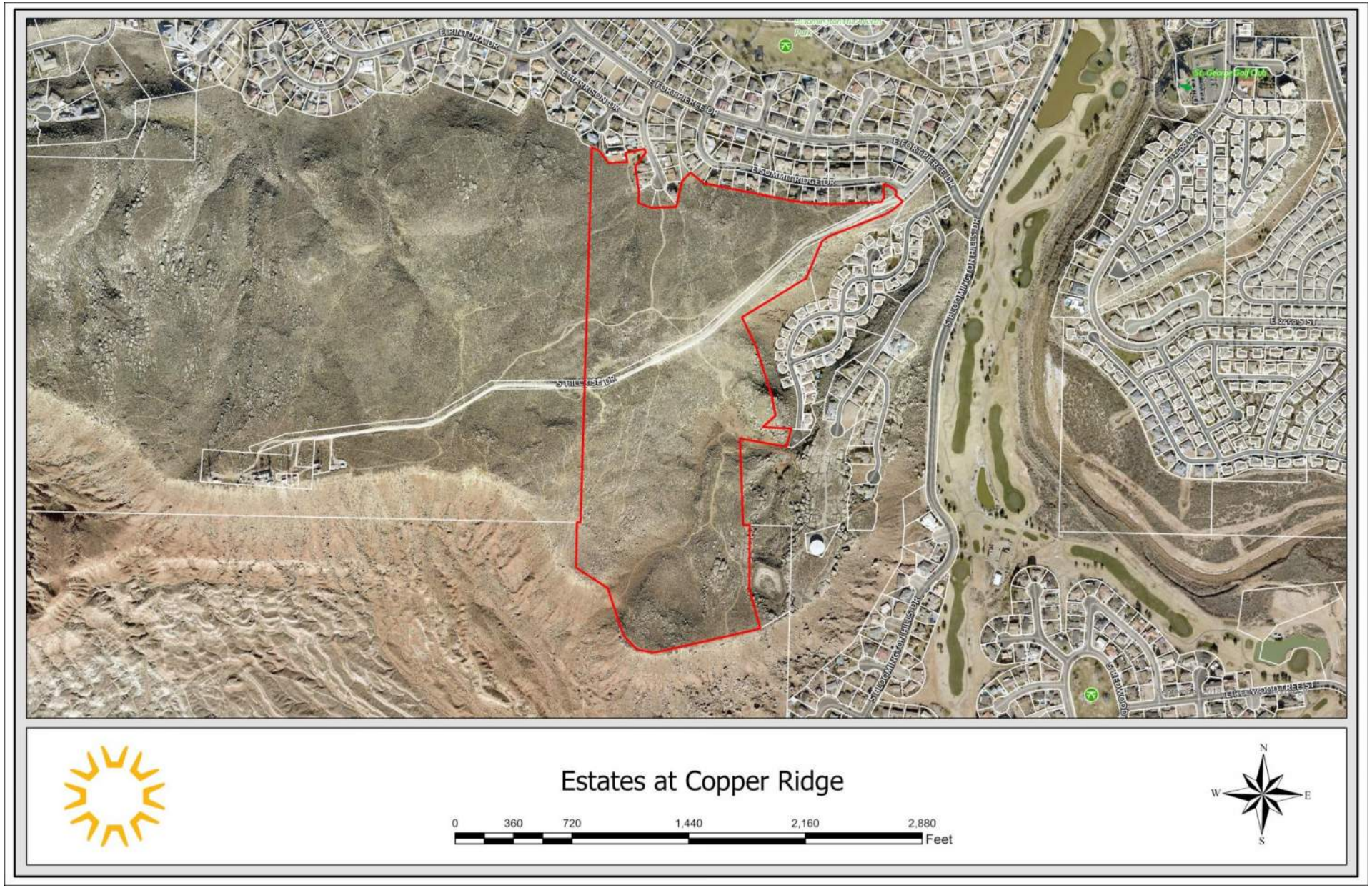
Presentation

The Estates at Copper Ridge Preliminary Plat

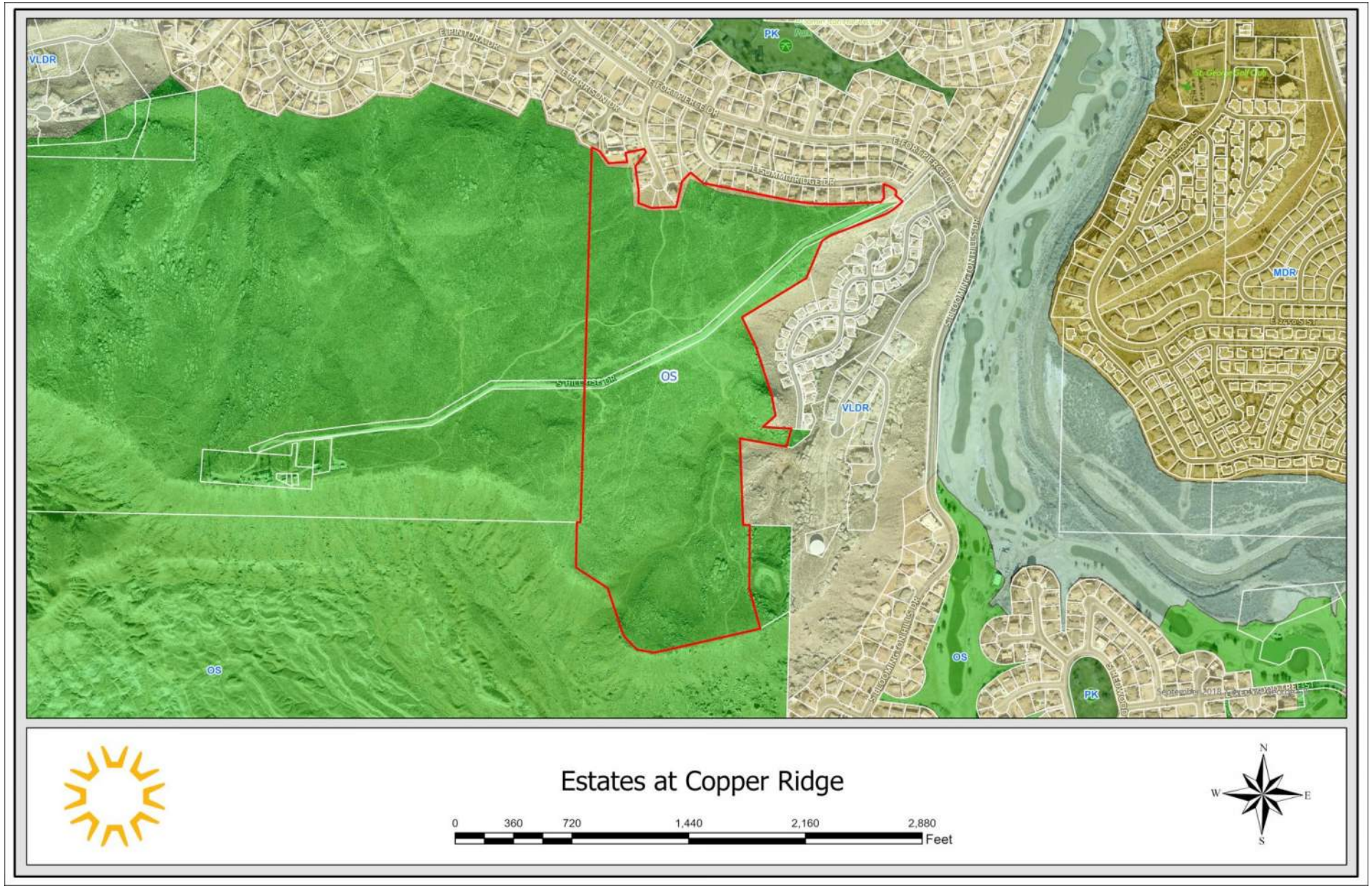
2023-PP-013



Aerial Map


E PINTO AVE
E HARRISON DR
E FORT PIERCE DR
E SUMMIT RIDGE DR
S BLOOMINGTON HILLS DR
E 2450 S ST
St. George Golf Club
Estates at Copper Ridge
0
360
720
1,440
2,160
2,880
Feet
N
W
E
S

Land Use Map


VLDR
PK
OS
VLDR
MDR
OS
OS
PK
Estates at Copper Ridge
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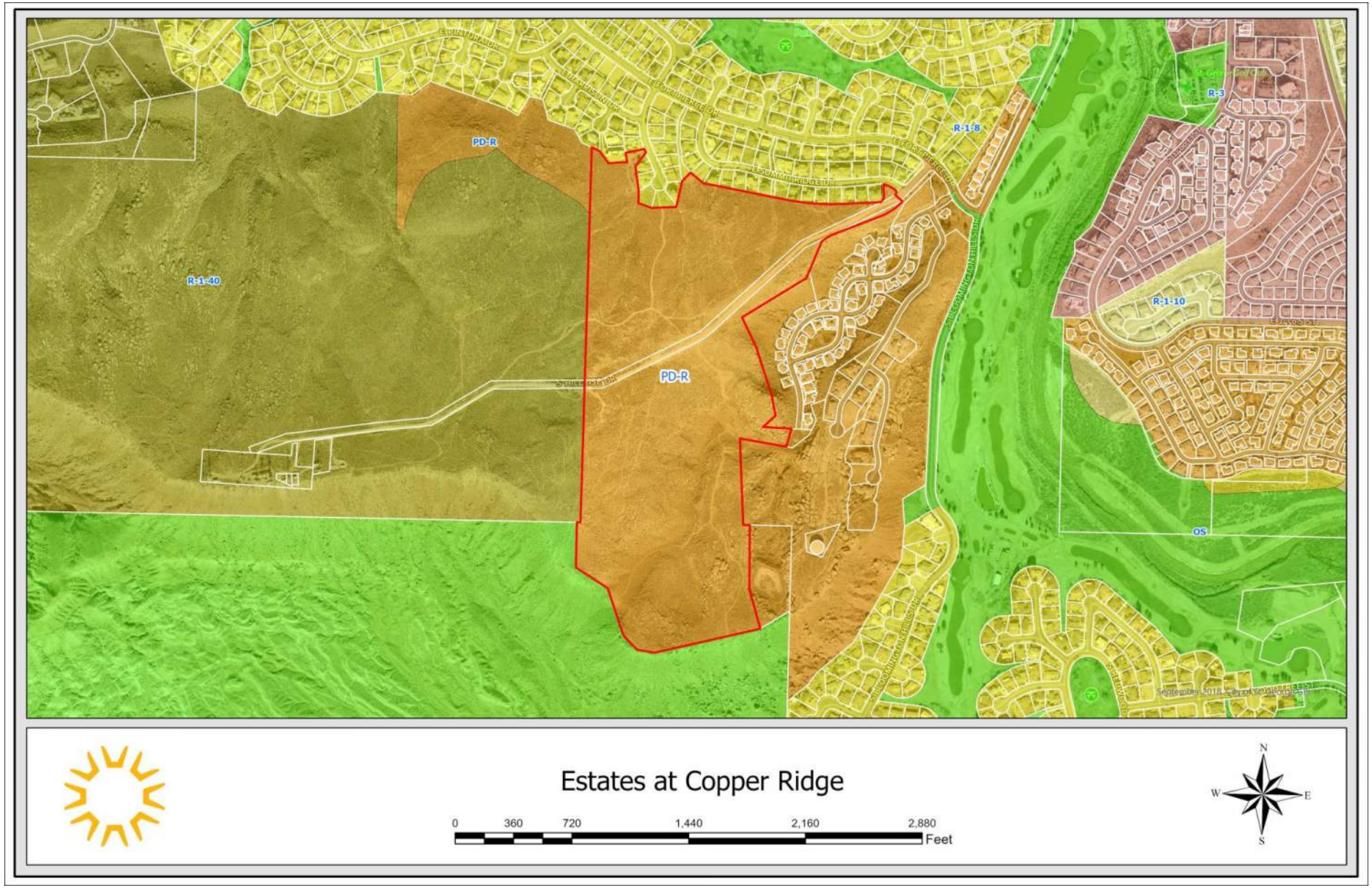
720
1,440
2,160
2,880
Feet
N
W
E
S

Zoning Map


PD-R
R-1-40
PD-R
R-1-8
R-3
R-1-10
OS
Estates at Copper Ridge
0
360
720
1,440
2,160
2,880
Feet
N
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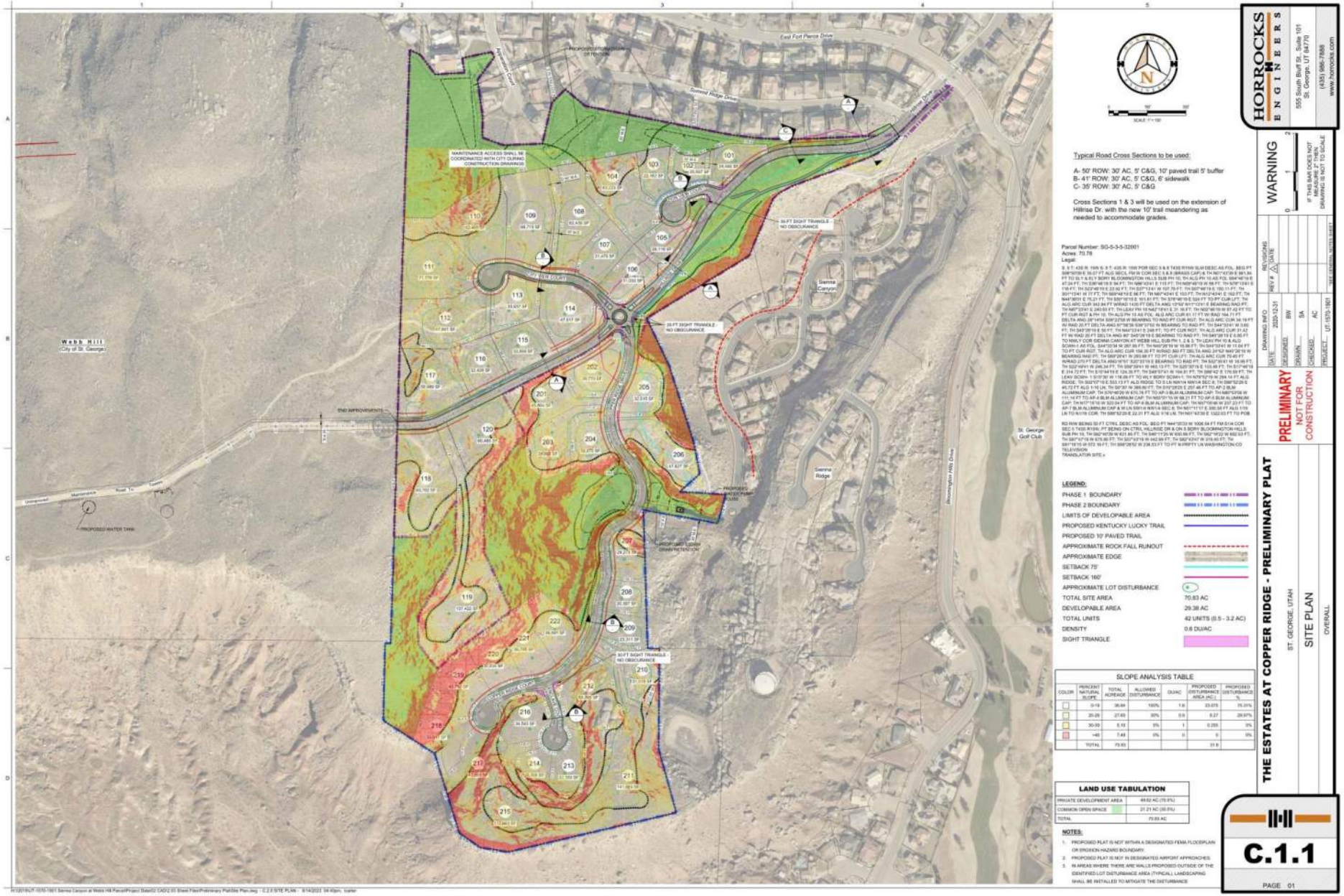
S

Proposed Plat



Proposed Plat