

**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, August 21, 2025, 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. Consent Calendar.

a. Consider approval of the purchase of an Aquastar Recycling Combination Sewer Cleaner Truck from Kaiser Premiere.

BACKGROUND and RECOMMENDATION: This item is to approve the purchase of an Aquastar Recycling Combination Sewer Cleaner Truck from Kaiser Premiere in the amount of \$783,528 through a cooperative contract with the Houston-Galveston Area Council cooperative (H-GAC). This piece of equipment is used to maintain the city's sewer system and will replace an existing sewer cleaning truck that has reached the end of its useful life. Staff recommends approval.

b. Consider approval of a contract with Aclara for Electric for delivery of Advance Meter Infrastructure (AMI) related products and services.

BACKGROUND and RECOMMENDATION: This contract is for AMI electric metering for commercial & residential customers. The City, in partnership with a consultant, has completed an evaluation of Advanced Metering Infrastructure (AMI) options and selected Aclara as the preferred provider due to its proven technology, industry reputation, and successful deployments in Washington City and Dixie Power. This multi-year project, to be completed in phases, will replace all existing electric meters with advanced, two-way communication meters that improve billing accuracy, enhance outage detection, and provide detailed data for system planning. The City will realize significant operational efficiencies and long-term cost savings. Staff recommends approval

3. Consider approval of Resolution No. 2025-018R approving an Interlocal Agreement between the City and the Washington County Water Conservancy District regarding the Graveyard Wash Reservoir and the Sand Hollow Mitigation Area.

BACKGROUND and RECOMMENDATION: This resolution is to adopt an Interlocal Agreement with the WCWCD regarding the ownership, operation, and maintenance of the Graveyard Wash Reservoir and the Sand Hollow Mitigation area. The Graveyard Wash Reservoir will be owned and operated by the City. The WCWCD has

contributed some funds and property for the construction of the reservoir. The City will operate and maintain the reservoir for the benefit of the City, as well as the overall region. Staff recommends approval.

4. **Consider approval of Ordinance No. 2025-062 amending the Tech Ridge Planned Development Mixed Use Zone on approximately 4.9 acres located at 400 South Tech Ridge Parkway. (Case No. 2025-PDA-016 - Tech Ridge Area 1.2)**

BACKGROUND and RECOMMENDATION: The proposal is for a five-story 199-unit residential multi-family building and adjacent parking garage. The underlying general plan is COM (commercial). The applicant has requested a reduction in parking requirements based on Section 4.7.9 Transportation Demand Management Plan Reduction of the Tech Ridge Zone Plan. At their meeting held on July 22, 2025, the Planning Commission held a public hearing, and recommended approval with no reduction to the parking requirement. The Planning Commission's vote was 7-0; there were nine public comments.

5. **Consider approval of Ordinance No. 2025-063 amending the City's General Plan future land use map from COM (Commercial) to MDR (Medium Density Residential) on approximately 1.69 acres generally located at the northeast corner of Tuweap Drive and 2000 North. (Case No. 2025-GPA-011 - Tuweap Parcel)**

BACKGROUND and RECOMMENDATION: This application is to change the General Plan land use designation from COM (Commercial) to MDR (Medium Density Residential) on approximately 1.69 acres, generally located at the northeast corner of Tuweap Drive and 2000 North. At their meeting held on July 22, 2025, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 6-0. Four public comments were received, one written and three during the meeting.

6. **Consider approval of Ordinance No. 2025-064 amending the City Zoning Map by changing the zone from A-1 (Agricultural, 40,000 square foot minimum lot size) to R-1-10 (Residential, 10,000 ft² minimum lot size) on approximately 15.11 acres generally located west of the St. George/Washington border and approximately 2600 South. (Case No. 2025-ZC-014 - Teakwood phase 11)**

BACKGROUND and RECOMMENDATION: The underlying general plan is LDR (Low Density Residential) with adjacent zoning of RE-20 (Residential Estates, 20,000 ft² minimum lot size), R-1-10 (Residential 10,000 ft² minimum lot size), A-1 (Agricultural, 40,000 ft² minimum lot size) & (Washington City – PCD – Planned Community Development). At their meeting held on July 22, 2025, the Planning Commission held a public hearing, and recommended approval, with a vote of 7-0; there were no comments.

7. **Consider approval of Ordinance No. 2025-065 amending portions of Title 10-5 of City Code to modify non-agricultural accessory structure setbacks in Agricultural Zones and remove sections of code. (Case No. 2025-ZRA-009)**

BACKGROUND and RECOMMENDATION: Staff received an application from a resident requesting a Zoning Regulation Amendment to revise the non-agricultural accessory structure setbacks in the Agriculture Zone section of City code. Staff has faced

challenges regarding this section of code in the past and has worked with the applicant on a revision that will be favorable to both parties. The Planning Commission recommended approval of the zone regulation amendment with a 7-0 vote.

8. Consider approval of Ordinance No. 2025-066 amending portions of Title 10 of City Code as it relates to accessory dwelling units in the multiple-family residential and mobile home zones. (Case No. 2025-ZRA-008)

BACKGROUND and RECOMMENDATION: The request is to amend Title 10 of the City Code to modify and add definitions relating to dwellings, modify multiple-family residential and mobile home zones use tables to include accessory dwelling units as a permitted use for single-family dwellings, and add missing uses to the use tables that are permitted in these zones. At their meeting held on July 22, 2025, the Planning Commission held a public hearing and recommended approval with a 7-0 vote. There was no public comment.

9. Consider approval of Ordinance No. 2025-067 amending portions of Title 10 of City Code to modify setback standards in residential zones, modify accessory structure standards, update lot size averaging percentages, and remove sections of code. (Case No. 2025-ZRA-006 - Regulations to match SB181)

BACKGROUND and RECOMMENDATION: The Utah State Legislature passed Senate Bill 181 (SB 181), which took effect on May 7, 2025. The bill amendment defines and amends terms related to housing and enacts provisions affecting certain land use regulations, including how municipalities regulate parking, maximum parking space dimensions, tandem parking, and garage width limitations. The purpose of SB 181 aims to improve housing affordability across the state. The primary purpose of the request is to align city code with state law. The Planning Commission recommended approval of the zone regulation amendment with a 7-0 vote.

10. Consider approval of Ordinance No. 2025-068 amending portions of Title 3 of City Code and repealing a portion of Title 6 of City Code, to place the administration of parade permit requests under the code section governing special events.


BACKGROUND and RECOMMENDATION: Parades are a type of special event. Parade event permits currently fall under City Code Title 6 which governs Motor Vehicles and Traffic, and which provides for issuance of permits by the Chief of Police. In practice, permit requests are reviewed and administered by the Special Events Coordinator with input from various departments, including the Police Department. The requested Code amendments will place the category of parade events under the Code section for Special Events, and thereby reflect actual City practice. This amendment will also clarify the respective roles of the police department and special events coordinator, and remove any ambiguities or confusion surrounding the proper administration and oversight of parade event permits and activities.

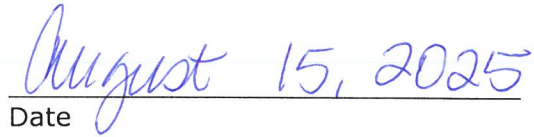
11. Consider approval of Ordinance No. 2025-069 amending Titles 1 and 3 of City Code to remove outdated references, align with current Utah State law, and update with gender-neutral language.

BACKGROUND and RECOMMENDATION: Staff proposes updates to the following City code provisions, including: Title 3, Chapter 3 (Alcoholic Beverages): Removal of

outdated language regarding refundable fees to streamline the business licensing process. Title 3, Chapter 2R (Food Trucks): Deletion of provision 3-2R-4 B, which has been found to be in conflict with Utah State Code § 11-56-106 concerning the regulation of mobile businesses. Title 1, Chapter 6 (Mayor and City Council): Updating provision 1-6-4 with gender-neutral language to accurately reflect the office of the mayor. This action amends several sections of the City Code. It removes outdated references to refundable fees in the alcoholic beverage licensing provisions and aligns food truck regulations with current Utah State law. Additionally, it updates the Mayor and City Council provisions with gender-neutral language.

12. **Appointments to Boards and Commissions of the City.**
13. **Reports from Mayor, Councilmembers, and City Manager.**
14. **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.**


Christina Fernandez, City Recorder


Date

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



Agenda Date: 08/21/2025

Agenda Item Number: 2a

Subject:

Consider approval of the purchase of an Aquastar Recycling Combination Sewer Cleaner Truck from Kaiser Premiere in the amount of \$783,528 through a cooperative contract with the Houston-Galveston Area Council cooperative (H-GAC).

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

This piece of equipment is used to maintain the city's sewer system and will replace an existing sewer cleaning truck that has reached the end of its useful life. Staff recommends approval.

Staff Narrative (need/purpose):

This request is to accept the bid from Kaiser Premiere for the purchase of an Aquastar recycling combination sewer cleaner to replace an existing Vac-con combination sewer cleaning truck. The City of St. George currently owns and operates (3) combination sewer cleaning trucks. This past year, the City purchased an Aquastar recycling sewer cleaning truck as its third cleaning truck. The Aquastar recycling cleaning truck has proven to increase our cleaning capacity by 2x, as it eliminates the downtime necessary to refill water tanks. In addition, this new technology allows the City to clean its larger diameter sewer lines, which we haven't been able to do with the non-recycling cleaning trucks. The existing truck that is being retired will be traded-in as credit towards this purchase.

Name of Legal Dept approver: N/A- State Contract

Budget Impact:

Cost for the agenda item: \$783,528

Amount approved in current FY budget for item: \$600,000

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

The additional cost in excess of the budgeted amount will come from reserve funds from prior years savings.

Description of funding source:

User Rates

Recommendation (Include any conditions):

Staff recommends approval of a bid from Kaiser Premier for an AquaStar recycling combination cleaning truck in the amount of \$783,528.

Attachments

PUR – Purchase Requisition Form



Requestor & Signer Information

Request Date

08/07/2025

Department *

Support Services

Division *

Fleet Maintenance

☒ PO Request

☐ BPO Request

☐ Request for Payment
(Invoice Attached)

Requested By: *

CASEY JONES

Requestor Email *

CASEY.JONES@SGCITYUTAH.GOV

Authorized Signer Name (up to \$25,000) *

JOSEPH ROBINSON

Authorized Signer Email *

JOE.ROBINSON@SGCITYUTAH.GOV

Department Head Name (required over \$25,000)

SCOTT TAYLOR

Department Head Email

SCOTT.TAYLOR@SGCITYUTAH.GOV

City Manager Name (required when any procurement policies are waived)

City Manager Email

Purchasing Rep. Name

INVOICES

Purchasing Rep. Email

INVOICES@SGCITYUTAH.GOV

Procurement Type

Contract Requirements *

- ☒ This does NOT Require a contract
☐ Contract Drafted by the City's Legal Department
☐ Contract Drafted by vendor; reviewed & approved by City's Legal Department

City Council Approval Date (if applicable): *

08/21/2025 12:00:00 AM

Is this a Capital Purchase or Capital outlay Item? *

☒ Yes ☐ No

Procurement Type *

STATE CONTRACT

SHIP TO ADDRESS: *

931 E RED HILLS PKWY ST. GEORGE UT
84770

State Contract #: *

HGAC-SC06-24

Budget Information (Only Required for Capital outlay Items):

Project Title or Location: *

FLEET YARD

Is the Total Amount Approved in the Budget? *

☒ Yes ☐ No

Budgeted Amount: *

\$660,000.00

Will this item/Service be recieved/Completed before the fiscal year end? *

☒ Yes ☐ No

New or Existing Vendor? *

EXISTING PARTY

Vendor Information

Vendor Name Legal Name	DBA Name	Vendor ID
KAISER PREMIER		
Please provide the legal name of the vendor		DBA / Common Name
Address		
7550 E BIJOU AVE		
City	State	Zip Code
FORT MORGAN	CO	80701
Country	Is the Address correct? *	
United States	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Purchase Details

QTY *	Description *	Account Code *	Project Code	Unit Cost *
1	AQUASTAR RECYCLER –12.8YD RECYCLING COMBINATION SEWER CLEANER BODY	10–5200–7400		\$602,930.00
1	2025 KENWORTH T880 CHASSIS	10–5200–7400		\$180,598.00

Comments / Special Instructions:		Freight / Shipping Cost *		
HGAC CONTRACT SC06–24		\$0.00		
		Purchase Total		
		\$783,528.00		

If purchase exceeds \$5,000, it is expected that a minimum of 3 bids/ quotes be obtained and attached.				
Vendor 2		Quote Amount		
Vendor 3		Quote Amount		

General Attachments: (1)

Quotes – You can submit multiple documents with the same button. Please use the correct button for each type of document (Quotes should be uploaded using the Quotes button etc.) *

[PUR – Purchasing Quote – From KAISER PREMIER requested by CASEY JONES](#)

Supporting Documents

PSA / Contract

Purchasing Only

Purchase Request Status	Rejection Reason
Received	

Order Acknowledgement

08/07/2025

City of St. George, UT
ATTN: Joe Robinson
3780 South 1550 West
St. George, UT 84790



SN: 600327

Quote Number: 1826 rev1

KAISER PREMIER AQUASTAR

SUPERSTRUCTURE

Tank structure for 3-axle chassis

- Vacuum Pump chamber
- Separator tank
- Debris tank 12.8 yd3 (approx. 2,590 gallons / 9,800 liters)
- Total capacity 16.5 yd3 (1pprox.. 3,345 gallons / 12,660 liters)
- Tank structure made of 304 stainless steel
- Tilt equipment by a multistage hydraulic tilt cylinder

Debris tank

- Debris tank 12.8 yd3 (1pprox.. 2,590 gal / 9,800 liters)
- Tank sheet made of 304 stainless steel
- Integrated tank cleaning nozzle

KAISER ROTOMAX water recycling system

- Single stage recycling system
- Automatic flushing system
- High and low pressure cleaning spray bars



Fresh water Capacity

- Sealing water tank 490 gal (2pprox.. 1,860 liter)
- Additional fresh water tank 265 gal (2pprox.. 1,000 liter)
- Total Fresh Water Capacity 755 gal (2pprox... 2,860 liter)
- 4" Water filling line with Camlock coupling discharge port

Full Opening rear door

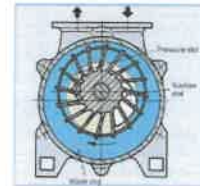
- Door made of 304 stainless steel
- Kaiser Locking ring with mechanical secured lock ring cylinder
- Rotary beacon on tank cover top
- Splash shield
- Float level indicator
- Decant valve complete with Kaiser coupler
- 6" Suction and discharge port, pneumatically operated, with Camlock coupling
- Rear bumper



Scan or click

KAISER Vacuum pump KWP 3100i

- Liquid ring pump, hydraulically operated
- Installed in the freshwater tank/vacuum pump chamber
- Feed rate with unobstructed air-flow rate **1,850 cfm (3,100 m³/h)**
- Max. negative pressure 25" HG (0.85 bar)
- Max. Positive pressure 7.25 psi (0.5 bar)
- Pneumatically operated vacuum changeover valve for suction to pressure offload



KAISER High pressure pump KDU 148 – 85 gpm

- Single piston pump, hydraulically driven
- Feed rate of up to 85 gpm (320 l/min)
- Operating pressure of up to 2,900 psi (200 bar)
- Tool set for simple dismounting of water valves
- **590 ft – 1" Plastic + 30 ft rubber leader hose 1"**



High-pressure hose reel

- Automatic hose winding system
- Standard 600' of jetting hose with 30' leader hose
- Upgraded capacity up to 985' (300 m) of 1" hose, or 720' (220 m) of 1¼" hose
- Integrated Reel Drip pan mounted below the reel with drain tap



Manual reel for 260ft (80 m) ½" hose

- Capacity for 260' of ½" high-pressure hose
- Hand-held lance
- Suitable for fresh water operation only

KAISER 6" Combination boom KSR 73

- 6" Suction hose capacity: 52 ft (16 m)
- 38" Reach below street level without extension
- Boom arm has 25° lifting and lowering with 180° swing Extension
- 3.2 ft (1m) telescoping boom
- 6.4 ft (2 m) 6" suction tube with Kaiser couplings
- Rope drum for easy deployment and raising of jetting tools


Control system

- Wireless remote control for all truck function including remote stop of the chassis
- Communication up to 1,000' away in line of sight
- Emergency shut off
- On-board controls and charging cradle in the passenger side toolbox
- CAN Bus control system for optimal performance
- KAISER Teleservice for remote assistance

Hydraulic system

- Hydraulic oil type Chevron Rando HD 32
- Hydraulic oil Bypass Filtration

Standard Features
<ul style="list-style-type: none"> • Rotary beacon – Chassis roof and rear door • Light package – 4 spotlights on boom arm • Side markers and reflective tap • Stainless steel box along length of debris body, driver side • Stainless steel box along length of debris body, passenger side, LED lighted • Aluminium auxiliary tool box , passenger side • Steel parts painted, pipes are galvanized • Documentation : Hard copy (QTY 1) and electronic manual (QTY 1) included • Vice • Pickaxe bracket • Signage plate, passenger side • Signage plate, driver side • Traffic cone holder • Basic hand tool set for regular maintenance work • Grease tree • Transfer case

INCLUDED OPTIONS

OP 901010 Upgrade from 590ft – 1" to 900 ft – 1" HP hose
OP206006 Winter package I Approx. 23 °F (- 5°C)
<ul style="list-style-type: none"> • Circulation line as freeze protection for winter operation
OP409000 Safety and comfort package
<ul style="list-style-type: none"> • Manual hand and tool washing device • Rear view camera , with 7" TFL LCD color monitor and microphone • Light package – 2 LED wide wide-angle beams mounted on the vehicle's rear end, top
OP909040 Package "Accessories"
<ul style="list-style-type: none"> • Water valve case (KDU) with 2 suction valves and 2 pressure valves • Removal device for water valves KDU 148 • Shaft guide pulley, top • Jetting hose guide pulley, bottom • Hand-held spotlight ,12 V / 100 W, with 32' cable (10 m)

OP909045 Package "Work Ready"	
<ul style="list-style-type: none"> • 50' hydrant fill hose , 10' lay flat hose for 6" decant valve , 3' tiger tail • First aid kit , ear plugs , rubber gloves , hand sanitizer , eyewash • Hydrant wrench & manhole puller hook 	
OP201050 Sewer flushing nozzles – 85 gpm (320 L/min)	
<ul style="list-style-type: none"> • 1 x Grenade bomb 1" • 1 x Clearing nozzle 1" • 1 x Pointed nozzle, long design 1" • 1 x BULLDOG rotary nozzle 1" • 1 x Sewer nozzle 1/2" • 1 x Pointed nozzle 1/2" • 1 x BULLDOG rotary nozzle 1/2" 	

OP109030	Submerged Suction Tube
OP900672	Ladder & walkway
09409020	Scale System
Rear lighting	Light bar mounted on center of rear dome door.
Front lighting	Light bar on top of cab.
Hydraulic fluid change	Change hydraulic fluid to ISO68 (no charge).

Chassis	
Manufacturer	Kenworth T880
Engine	Cummins X15
Gearbox	Allison auto 4500

Sales price	
Base price with options on HGAC contract SC 06-24	\$602,930
Chassis	\$180,598
FET – exempt with certificate	TBD if applicable
Delivery – Included per HGAC	
Training – included	
Total	\$783,528
No deposit required	

**Subject to technical change without notice!
All illustrations and pictures have symbolic character.**

ALL PRICES ARE IN US DOLLARS. QUOTE IS VALID 30 DAYS FROM ISSUE.

KAISER PREMIER HAS THE RIGHT TO PASS THROUGH ANY UNFORESEEN CHASSIS SURCHARGES OR PRICE INCREASES FROM A CHASSIS MANUFACTURER THAT MAY OCCUR AFTER THE TIME OF ORDER.

POSSIBLE TARIFF PRICE ADJUSTMENTS: Should Kaiser Premier be forced to absorb price increases directly related to any newly established tariffs, we reserve the right to add the additional cost to the sales price provided in this Order Acknowledgment.

This unit is SUBJECT TO PRIOR SALE; a 10% deposit is required with signed proposal. Does NOT apply to Government agencies.

TERMS: 10% down payment, Balance due upon completion. Once production has commenced on this Sales Proposal agreement, in the event of the purchasers cancelling the Sales Proposal agreement, or failing to accept delivery, or failing to complete the Sales Proposal agreement, the entire deposit shall be forfeited to KAISER PREMIER, but such forfeiture shall not prejudice any other remedy which KAISER PREMIER may have for breach of any of the Sales Proposal agreement. Buyer agrees to the attached terms and conditions.

ALL APPLICABLE TAXES and vehicle registration is the responsibility of the purchaser. Excludes all other applicable duties, tariffs, brokerage, delivery or documentation fees.

Purchaser's Acceptance:

By: _____

Title: _____

Date: _____

KAISER PREMIER

By: MIKE KOHN

Title: EVP SALES AND MARKETING

Date: 8-4-2025

TERMS AND CONDITIONS**TERMS AND CONDITIONS OF SALE**

ACCEPTANCE OF TERMS AND CONDITIONS; NO ADDITIONAL TERMS; ORDER CONFIRMATION. No quotation or purchase order for vehicles, equipment, parts or services (collectively "**Equipment**") sold by Kaiser Premier LLC or any subsidiary, affiliate or related entity (collectively, "**Kaiser**") shall be deemed accepted by Kaiser until Kaiser issues an order confirmation (the "**Order Confirmation**") to the purchaser (the "**Buyer**") stating the terms upon which Kaiser will sell Equipment to Buyer. Any sales of Equipment, as well as any quotation or other offer by Kaiser is expressly conditioned upon the acceptance of these Terms and Conditions of Sale and the Order Confirmation, as they may be modified or supplemented in a writing executed by an authorized officer of Kaiser (collectively, these "**Terms and Conditions**"). These Terms and Conditions govern all transactions between Kaiser and the Buyer, and no additional or different terms and conditions will be binding upon Kaiser. Kaiser objects to and rejects any proposal, acceptance or agreement provided by Buyer that includes different or additional terms that vary from these Terms and Conditions. "

DELIVERY; RISK OF LOSS; TITLE. Kaiser shall deliver the Equipment ordered by Buyer to the location specified in the applicable Order Confirmation (the "**Delivery Point**") using Kaiser's standard methods for delivery of such Equipment. If no Delivery Point is specified in the Order Confirmation, the Delivery Point shall be Kaiser's manufacturing facility in Fort Morgan, Colorado. Title and risk of loss passes to Buyer upon delivery of Equipment at the Delivery Point. As collateral security for the payment of the purchase price of the Equipment, Buyer hereby grants to Kaiser a lien on and security interest in the Equipment and any proceeds therefrom. The security interest granted under this provision constitutes a purchase money security interest under the Colorado Uniform Commercial Code.

BUYER'S RESPONSIBILITY -- INSURANCE AND TAGS. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Kaiser on the Equipment shall be canceled upon delivery of the Equipment to, and the acceptance of, by Buyer.

PAYMENT TERMS; DEPOSITS. Buyer shall pay all invoiced amounts due to Kaiser in accordance with the terms of the Order Confirmation. Buyer shall make all payments in US dollars in immediately available funds or as specified in the Order Confirmation. All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed on any amounts payable by Buyer unless otherwise specified in the Order Confirmation. Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Kaiser. If Kaiser requires a deposit in connection with any order of Equipment, Buyer shall pay such deposit to Kaiser upon Kaiser's issuance of the Order Confirmation to Buyer. Any deposit will be credited by Kaiser to the purchase price of the applicable Equipment upon delivery of the Equipment to Buyer. Except as specified in the applicable Order Confirmation, Buyer shall forfeit and Kaiser shall have the right to retain Buyer's deposit upon Buyer's cancellation of the applicable Equipment order unless Kaiser receives such cancellation in writing no later than one hundred eighty (180) days prior to the scheduled delivery date of such order.

FORCE MAJEURE. If Kaiser shall be unable to perform hereunder by reason of the occurrence of any contingency beyond its control, or if such performance has been made commercially impracticable for any reason, performance shall be excused and Kaiser shall not be liable therefore. Contingencies beyond Kaiser's control include but are not limited to, acts of God, fires, floods, wars, civil commotion, sabotage, accidents, labor disputes or shortages, government laws, ordinances, rules and regulations including, but not limited to, import or export prohibitions or limitations, priorities, requisitions, allocations and price control restrictions and inability to obtain material, equipment or transportation. If such contingency or commercial impracticability results in curtailment or suspension of Kaiser's supply of equipment, deliveries may at Kaiser's option be cancelled or may be allocated among its customers as Kaiser may deem fair and reasonable.

LIMITED WARRANTY; DISCLAIMER OF WARRANTY. Equipment sold by Kaiser to Buyer are subject to the applicable Kaiser Premier Limited Warranty (the "**Kaiser Warranty**") delivered to Buyer or available on Kaiser Premier's Web site at www.kaiserpremier.com. Buyer's sole and exclusive remedy for breach of warranty is limited to the terms and remedies set forth in the Kaiser Warranty. THE KAISER WARRANTY CONSTITUTES KAISER'S EXCLUSIVE OBLIGATION AND KAISER MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM INFRINGEMENT OR THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE REMEDIES SET FORTH IN THE KAISER WARRANTY ARE THE SOLE REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF KAISER. IT IS EXPRESSLY AGREED THAT THE KAISER WARRANTY DOES NOT FAIL OF ITS ESSENTIAL PURPOSE.

LIMITATION OF LIABILITY. KAISER SHALL HAVE NO LIABILITY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR PENAL DAMAGES, WHETHER DAMAGES ARISE OUT OF OR ARE AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT KAISER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL KAISER'S TOTAL LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE EQUIPMENT WHICH GAVE RISE TO SUCH LIABILITY.

TERMINATION FOR BREACH. In addition to any remedies that may be provided in these Terms and Conditions or any related agreements or documents, Kaiser, at its option, may suspend or terminate these Terms and Conditions with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and Conditions; (ii) has not otherwise performed or complied with any of these terms of these Terms and Conditions, and such failure continues for fifteen (15) days after receiving notice of such failure; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

CONFIDENTIAL INFORMATION. All non-public, confidential or proprietary information of Kaiser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Kaiser to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," is confidential, solely for use in connection with the

Equipment and may not be disclosed or copied unless authorized by Kaiser in writing. Kaiser shall be entitled to injunctive relief for any violation of this section. This section shall not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

KAISER'S INTELLECTUAL PROPERTY. Buyer acknowledges and agrees that any and all Kaiser's intellectual property rights (the "Rights") are the sole and exclusive property of Kaiser or its licensors, and Buyer shall use the Rights solely for purposes of using the Equipment and only in accordance with these Terms and Conditions. Buyer shall not (i) take any action that interferes with any of the Rights; (ii) challenge or misappropriate any right, title or interest of Kaiser in or to the Rights; (iii) make any claim or take any action adverse to Kaiser's ownership of the Rights; (iv) register or apply for registrations, anywhere in the world, for Kaiser's trademarks or that incorporates Kaiser's trademarks; (v) alter, obscure or remove any Kaiser's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Equipment, marketing materials or other materials that Kaiser may provide.

INDEMNIFICATION. Buyer shall indemnify, defend and hold harmless Kaiser and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, the "Kaiser Indemnified Parties") against any and all damages including, without limitation, reasonable attorneys' fees, incurred by a Kaiser Indemnified Party, relating to/arising out of or resulting from any claim of a third party occurring in connection with the Equipment (unless such claim is as a result of Kaiser's violation of the Kaiser Warranty above), or Buyer's gross negligence, willful misconduct or breach of these Terms and Conditions.

LAWS; REGULATIONS. Buyer shall comply with all applicable laws, regulations and ordinances and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to use the Equipment. Buyer shall comply with all export and import laws of all countries involved in the sale of the Equipment under these Terms and Conditions or any resale of the Equipment by Buyer. Buyer assumes all responsibility for shipments of Equipment requiring any government export or import clearance.

MISCELLANEOUS. Buyer may not assign or delegate any of its rights or obligations under these Terms and Conditions without the prior written consent of Kaiser. The relationship between the parties is that of independent contractors. Kaiser's failure to enforce any provision of these Terms and Conditions will not be construed as a waiver of such provision nor affect the validity of these Terms and Conditions or Kaiser's right to enforce any provision thereafter. Each provision of these Terms and Conditions is severable and if any provision will be finally determined to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions will not be affected thereby. No amendment, waiver, modification of these Terms and Conditions shall be valid unless in writing signed by both parties. Kaiser's rights under these Terms and Conditions are in addition to, and not in lieu of, any other remedies available under the Uniform Commercial Code, at law or in equity. These Terms and Conditions are governed by and subject to the laws of the state of Colorado without regard to conflict of law principles. The District Court of the City and County of Denver, State of Colorado, shall have exclusive jurisdiction and shall be the exclusive venue for any and all controversies and claims arising out of or relating to these Terms and Conditions.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

SC06-24

Date
Prepared:

8/7/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of St. George, UT	Contractor:	Kaiser Premier LLC
Contact Person:	Joe Robinson	Prepared By:	Mike Kohn
Phone:	435-627-4256	Phone:	435-901-1989
Fax:		Fax:	
Email:	joe.robinson@sgcity.org	Email:	mike.kohn@kaiserpremier.com

Product Code:	Description:	AquaStar Recycler - 12.8 yd Recycling Combination Sewer Cleaner Body - w/o chassis
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 551684

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
OP901010 - Upgrade to 900' 1" high pressure hose	1631		
OP109030 - Submerged Suction Tube	1102		
OP409000 - Safety & Comfort Pkg	6289		
OP909040 - Accessory Pkg	4811		
OP201050 - Nozzle Starter Kit (85 gal min)	8315		
OP900672 - Ladder & Walkway	4609		
OP206006 - Winter Package I	9559		
09019020 - Scale System	3990		
OP409020 - Spare Sensor Kit	1680		
OP909045 - Work Ready Pkg	1470		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	43456

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Rear door light bar install	\$4,231		
Front mounted light bar install	\$3,559		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	7790

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 1%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	602930	=	Subtotal D:	602930
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal E:	0

Delivery Date: **F. Total Purchase Price (D+E):** 602930



FY 2025-26 Budget
Enterprise Funds - Wastewater Collection Fund

Summary of Capital Outlay	FY 2026 Dept. Request	FY 2026 Adopted
Acceptance of PUD Sewer systems	50,000	50,000
Backhoe Forks	6,000	6,000
Backup generation at Sewer Lift Stations	75,000	75,000
Fall Protection	6,000	6,000
IBAK CCTV Retermination Kit	11,000	11,000
Lateral camera and locator	15,000	15,000
Ledges E-One valve replacement	20,000	20,000
Lift station pump rebuilds/replacement	35,000	35,000
Lift Station Wet Well Rehabilitation	20,000	20,000
Local Main Line Rehabilitation	400,000	400,000
Local Manhole Rehabilitation	120,000	120,000
GMC 1500 Replacement #4212	65,000	65,000
Scada System Maintenance	10,000	10,000
Sewer Combination Cleaner Replacement #4246	550,000	550,000
Sewer line extension to service customer on septic systems	150,000	150,000
Skid Steer loader Replacement #4142	90,000	90,000
Sun River Lift Station Upsizing	150,000	150,000
Superintendent Truck	50,000	50,000
Grand Total	1,823,000	1,823,000



**FY 2025-26 Budget
Enterprise Funds - Water Utility Fund**

Summary of Capital Outlay	FY 2026 Dept. Request	FY 2026 Adopted	Division
Gunlock Wells	800,000	800,000	Source of Supply
Millcreek Wells	505,000	505,000	Source of Supply
The Ledges Wells	165,000	165,000	Source of Supply
GMC 1500 Replacement #4212	75,000	75,000	Source of Supply
Snow Canyon Wells	50,000	50,000	Source of Supply
Sewer Combination Cleaner Replacement #4246	50,000	50,000	Irrigation
(I4)Graveyard Reservoir	9,000,000	9,000,000	Irrigation
Skid Steer loader Replacement #4142	150,000	150,000	Irrigation
(SC25)SGWRF Reuse Facility to Reuse Storage Pond.	10,000	10,000	Irrigation
(SC26) 24-inch Pipe from Future Reuse pond to Reuse Transmission	30,000	30,000	Irrigation
(SC30) 18-inch Desert Canyons Transmission Line	243,000	243,000	Irrigation
(SC41) 24-inch Desert Canyons Tank Feed Line	600,000	600,000	Irrigation
(SP10) SGWRF Reuse Pond Pump Station	50,000	50,000	Irrigation
(SP7) Commerce Drive Settling Pond Desert Canyons Pump Station	100,000	100,000	Irrigation
(SS2) 2.6 MG Commerce Drive Settling Pond	75,000	75,000	Irrigation
(SS4) 1.5 MG Stone cliff Storage Tank	1,500,000	1,500,000	Irrigation
(SS6) Reuse Facility Storage Pond	150,000	150,000	Irrigation
12" Irrigation Line Realignment Desert Color PKWY & S.PKWY Exit	240,000	240,000	Irrigation
East City Springs Pump Station	50,000	50,000	Irrigation
Entrada Pump Station	10,000	10,000	Irrigation
George Washington BLVD Phase II	150,000	150,000	Irrigation
Graveyard Pump Station	10,000	10,000	Irrigation
Moore's Well	15,000	15,000	Irrigation
New Meter Pits	30,000	30,000	Irrigation
Reduced Pressure Zone Assemblies	20,000	20,000	Irrigation
Sandberg Pump Station	30,000	30,000	Irrigation
Sun River Golf Service line upgrade, and meter replacement	50,000	50,000	Irrigation
Sunbrook Pump Station	10,000	10,000	Irrigation
Air Monitors	30,000	30,000	Transmission & Distribution
AMI metering	1,000,000	1,000,000	Transmission & Distribution
C11 Riverside to Hilton Dr. Transmission Line	2,147,000	2,147,000	Transmission & Distribution
C28 Southern Parkway Loop	500,000	500,000	Transmission & Distribution
Cathodic Pipeline Protection	10,000	10,000	Transmission & Distribution
Crane Truck Replacement #1004	250,000	250,000	Transmission & Distribution
Excavator Replacement # 3078	260,000	260,000	Transmission & Distribution
Industrial Tank	2,500,000	2,500,000	Transmission & Distribution
Meter / Endpoint / Register	150,000	150,000	Transmission & Distribution
Pressure Reducing Station Rebuild	50,000	50,000	Transmission & Distribution
Regional Pipeline Payment	722,000	722,000	Transmission & Distribution
Replace Chlorinator Units	15,000	15,000	Transmission & Distribution
S3 Northern Gap Tank	250,000	250,000	Transmission & Distribution
S4 Country Club Tank Replacement	3,000,000	3,000,000	Transmission & Distribution
S5 Airport Redevelopment (Tech Ridge) Tank	50,000	50,000	Transmission & Distribution
Scada System	10,000	10,000	Transmission & Distribution
Skid steer	90,000	90,000	Transmission & Distribution
Skyline Pump Station	50,000	50,000	Transmission & Distribution
Snow Canyon 16" Water Line Replacement	500,000	500,000	Transmission & Distribution
Spare Pumps & Motors	15,000	15,000	Transmission & Distribution
Stone Cliff Lower Pump Station	250,000	250,000	Transmission & Distribution
Utility Line Locate Machine	20,000	20,000	Transmission & Distribution
Vacuum Truck Replacement #3152	370,000	370,000	Transmission & Distribution



FY 2025-26 Budget
Enterprise Funds - Electric Utility Fund

Summary of Capital Outlay	FY 2026 Dept. Request	FY 2026 Adopted
5310-7300-01 Generation Upgrades	100,000	100,000
GMC 1500 Replacement #4212	10,000	10,000
5310-7300-03 Chiller Critical Spare Parts	20,000	20,000
Sewer Combination Cleaner Replacement #4246	60,000	60,000
5310-7300-05 CEMS Critical Spare Parts	6,000	6,000
Skid Steer loader Replacement #4142	15,000	15,000
5310-7300-07 Generator Spare Parts	8,000	8,000
5310-7300-08 MC-2 Micronet Controls Spare Parts	15,000	15,000
5310-7300-09 Cat Generator Controls Upgrade	5,000	5,000
5310-7300-10 Cat Diesel Heaters	10,000	10,000
5310-7300-11 DCS Controls Replace	15,000	15,000
5310-7300-12 Gas Chromatographs Spare Parts	5,000	5,000
5310-7300-13 MC-2 Catalysts Replacement	725,000	725,000
5310-7300-15 Air Compressor Replace	50,000	50,000
5310-7300-16 MC-1 Generator Fan Upgrade	130,000	130,000
5310-7300-17 Relocation of Fuel Lines	80,000	80,000
5310-7300-18 Hydro Metrics Monitor	17,000	17,000
5310-7400-01 Controls Replacement	5,000	5,000
5310-7400-02 Control System Upgrades	3,000	3,000
5310-7400-03 DCS Main Frame Components	5,000	5,000
5310-7400-04 AC Replacement	15,000	15,000
5310-7400-05 High Torque Tools	3,000	3,000
5310-7434-01 Rebuild Cylinder Heads	30,000	30,000
5310-7434-02 Emission Treatment for Red Rock Generation	15,000	15,000
5313-10-NEW UTU Transmission	200,000	200,000
5313-11-NEW UTU Distribution Circuits	150,000	150,000
5313-1-NEW Ledges/Trails Transmission	125,000	125,000
5313-2-NEW Ledges/Trails Sub	125,000	125,000
5313-4-NEW UTU Trailblazer Sub	2,500,000	2,500,000
5313-5-NEW-02 UAMPS Transmission Projects	50,000	50,000
5313-7299 Bluff St Power Relocation	955,000	955,000
5313-72NEW 400 East I-15 Transmission Realignment	800,000	800,000
5313-7300-01 AMI Metering	500,000	500,000
5313-7300-02 URD Circuit Upgrades	300,000	300,000
5313-7300-06 Insulator Change Out	130,000	130,000
5313-7400-001 Digger Derrick Replacement #1250	360,000	360,000
5313-7400-02 Crew Trucks Replacements #1230 & 108	300,000	300,000
5313-7400-09 Material Handler	150,000	150,000
5313-7400-10 Tilt Deck	17,000	17,000
5313-7400-11 Crane Replacement #1008	300,000	300,000
5313-7400-12 Service Trailer	32,000	32,000
5313-7400-13 Radios	170,000	170,000
5313-7441 Single Phase Transformers	200,000	200,000
5313-7442-02 Transmission with Underbuild	70,000	70,000
5313-7442-03 Tonaquint Upgrade	50,000	50,000
5313-7444-01 RTAC	10,000	10,000
5313-7444-03 Transformer Repair Parts	80,000	80,000
5313-7444-04 Raptor Protection	5,000	5,000
5313-7444-07 Control Upgrades	50,000	50,000
5313-7444-08 Substation Shop Equipment	5,000	5,000
5313-7444-09 ICON Equipment	140,000	140,000
5313-7444-15 Replace Battery Banks	30,000	30,000
5313-7445 Street Lights	20,000	20,000
5313-7462-01 Meters	270,000	270,000

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Kaiser Premier LLC - Public Services - ID: 12580 - SC06-24

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Kaiser Premier LLC, hereinafter referred to as the Contractor, having its principal place of business at 2550 E Bijou Ave., Fort Morgan, CO 80701.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are



Agenda Date: 08/21/2025

Agenda Item Number: 2b

Subject:

Consider approval of a contract with Aclara for Electric for delivery of Advance Meter Infrastructure (AMI) related products and services.

Item at-a-glance:

Staff Contact: Bryan Dial

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

175 E 200 N

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

This contact is for AMI electric metering for commercial & residential customers. The City, in partnership with a consultant, has completed an evaluation of Advanced Metering Infrastructure (AMI) options and selected Aclara as the preferred provider due to its proven technology, industry reputation, and successful deployments in Washington City and Dixie Power. This multi-year project, to be completed in phases, will replace all existing electric meters with advanced, two-way communication meters that improve billing accuracy, enhance outage detection, and provide detailed data for system planning. The City will realize significant operational efficiencies and long-term cost savings. Staff recommends approval.

Staff Narrative (need/purpose):

Update meters for : (1) Operational Efficiency (2) Improved Data Accuracy (3) Enhanced Outage Management (4) System Planning Staff recommends approval.

Name of Legal Dept approver: Kris Pearson

Budget Impact:

Cost for the agenda item: \$5,975,000

Amount approved in current FY budget for item: \$750,000

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

Multi year project

Description of funding source:

Energy Services Budget

Recommendation (Include any conditions):

Staff recommends approval

Attachments

AMI System Master Agreement
between
City of St. George and
Aclara Technologies LLC

Table of Contents

1	AMI System Master Agreement.....	1
1.1	Recitals	1
2	Terms and Conditions	1
2.1	Term.....	1
2.2	Definitions	1
2.3	System Provided, Shipments, Meter Exchange, and Title Transfer	7
2.4	Contracted Amount.....	8
2.5	Taxes	9
2.6	General Scope of AMI System to be Purchased.....	9
2.7	Entire Agreement.....	10
2.8	General Statement of Responsibility of Supplier	10
2.9	Independent Contractor	10
2.10	Purchaser Review and Approval	11
2.11	Supplier Representations	11
2.12	Change-Orders	12
2.13	Right to Use System Not Yet Accepted	12
2.14	Right to Use Accepted System.....	13
2.15	Defective Work and System (Warranty)	13
2.16	System Life Expectancy.....	14
2.16.2	System Life Expectancy Damages.....	14
2.17	Deployment Plan and Commencement of Work.....	16
2.18	Payment to Supplier	17
2.19	Equipment Forecasts	19
2.20	Purchase Orders.....	19
2.20.1	Cancellation and Modifications	20
2.21	Coverage and Performance Commitment	20
2.21.1	Meter Channels	22
2.22	Major Endpoint Failure	22
2.23	Endpoint Failure upon Installation.....	22
2.24	Endpoint Failure upon Over the Air (OTA) Firmware Update/Upgrade and/or Configuration Change	23
2.25	Tests and Inspections	23
2.26	Initial Systems Acceptance Test (ISAT).....	23
2.27	Final System Acceptance Test (FSAT).....	24
2.28	Applicable Laws and Courts	24
2.29	Licenses	24
2.29.1	FCC Licensed Frequency	25
2.30	Insurance	25
2.31	Settlement Preferred.....	27
2.32	Indemnification	27
2.33	Transportation and Risk of Loss	28
2.34	Confidential and Proprietary Information.....	29
2.35	Safety and Compliance with Codes and Other Laws	30
2.36	Site, Supervision, and Safety.....	31

2.37	Time is of Importance	31
2.38	No Implied Waiver	31
2.39	Right to Cure	31
2.40	Limitation of Liability	32
2.41	Termination	32
2.42	Extension to Successors and Assigns	33
2.43	Expenses and Fees	34
2.44	Intellectual Property Infringement	34
2.45	Legal Notices	35
2.46	No Construction Against Drafter	35
2.47	Force Majeure	35
2.48	Conflict	36
2.49	Severability	36
2.50	Amendment	36
2.51	Section Titles	36
2.52	Nondiscrimination	37
2.53	Survival	37
2.54	Authorization and Effective Date	37

1 AMI System Master Agreement

This Advanced Metering Infrastructure (“AMI”) System Master Agreement (hereinafter “Master Agreement”) for - delivery of a AMI related products and services is entered into effective the latest signature date in Section 2.54 (“the “Effective Date”) by and between the City of St. George, Utah (“Purchaser”) whose Energy Department office is located at 811 East Red Hills Parkway, St. George Utah 84770 and Aclara Technologies LLC, an Ohio Limited Liability Company having a place of business at 77 Westport Plaza, Suite 500, St. Louis, MO 63146 (hereinafter referred to as “Aclara” or “Supplier”) (individually referred to as “Party” or collectively as “Parties”).

1.1 Recitals

A. Purchaser provides affordable electric utility services to residences and businesses in St. George Utah.

B. Purchaser desires to purchase and obtain from Supplier, and Supplier desires to provide to Purchaser, an Advanced Metering Infrastructure (AMI) system (or “System”), professional services (project management, coordination, and system acceptance testing) and associated maintenance services for the System as more fully described below.

For and in consideration of the foregoing Recitals and the mutual promises, terms, conditions, and warranties, set forth herein, Purchaser and Supplier, hereby agree as follows:

2 Terms and Conditions

2.1 Term

This Agreement is effective as of the Effective Date and until a period of fifteen (15) years from the date of Final System Acceptance, as defined herein and shall terminate at the end of that fifteen (15) year period unless Purchaser or Supplier terminates this Agreement before the expiration of that fifteen (15) year period in accordance with Section 2.41 (Termination), or the Parties agree in writing to renew this Agreement. The Parties may renew this Agreement on a year-to -year basis (each year, a “Renewal Term”). The Parties may terminate a Renewal Term as follows: (i) by either Party providing prior written notice to the other Party at least sixty (60) days before expiration of the Term or a given Renewal Term; or (ii) in accordance with Section 2.41 (Termination) herein.

2.2 Definitions

The terms listed below are defined as follows:

“Affiliate” means a company which either owns or controls Supplier or which Supplier owns or controls directly or indirectly, or is under common control directly or indirectly with Supplier through a common parent company.

“Agreement” means this Master Agreement, including all Attachments and Statements of Work, which are by and between Purchaser and Supplier. In the event there are any conflicting provisions or requirements among the Agreement documents, the provision and requirements of the Agreement document must be enforced in the following order of descending priority:

- i. Any amendment to this Master Agreement;
- ii. The body of this Master Agreement;
- iii. Documents in response to Purchaser’s Request for Proposal to said Response and its Attachments:
 - Attachment A Requirements (confidential)
 - Attachment B Pricing Schedule and Bill of Materials (confidential)
 - Attachment C Reserved
 - Attachment D-1 Electric AMI Initial System Acceptance Test (ISAT)
 - Attachment E-1 Electric AMI Final System Acceptance Test (FSAT)
 - Attachment E-3 MDMS System Acceptance Test (SAT)
 - Attachment F-1 Reserved
 - Attachment F-2 Purchaser Interface Summary and System of Truth (Confidential)
 - Attachment F-3 Multispeak Use Cases
 - Attachment G Reserved
 - Attachment H Propagation Study (Confidential)
 - Attachment I-1 Support of Edge Computing (Confidential)
 - Attachment I-2 Support of Real-time Applications (Confidential)
 - Attachment I-3 Reserved
 - Attachment J Reserved
- iv. The preliminary Statement of Work (installation and supply) documents as reviewed and accepted by both parties:
 - Attachment K Statement of Work - AMI (Confidential)
 - Attachment L Reserved
 - Attachment M Equipment Warranty
 - Attachment N Reserved

- Attachment O Reserved
 - Attachment P Reserved
 - Attachment Q Reserved
 - Attachment R Reserved
- v. Software and support documents as reviewed and accepted by both parties:
- Attachment S Software Deliverables and Services (Confidential)
 - Attachment T Reserved

“Annual Maintenance Fee” means annual fees relating to Software, System Support, and Equipment maintenance and support Services including, but not limited to those Services described in Attachment S and priced in Attachment B.

“AMI” means an Advanced Metering Infrastructure, as further determined in this Agreement, including all Attachments hereto.

“Available Meter Locations” means a meter listed in the Propagation Study included in Attachment H that is accessible at a consumer’s meter location and physically accessible by the installation crew.

“Cellular Backhaul” means the use of a cellular radio to connect a Collector and the Purchaser’s data center.

“Change Order” has the meaning ascribed to it in Section 2.12 .

“Collector” means Supplier two-way radio collector that transmits data between the Meters/Modules, and the data center.

“Consultant” means Power System Engineering, Inc., acting as advisor, agent, and consultant to Purchaser on engineering matters relating to this Agreement.

“Contracted Amount” means the net amount of all Purchase Orders and Change Orders that Purchaser will pay Supplier for the Work, subject to adjustment as provided in this Agreement.

“Coverage Commitment” means coverage over twenty four (24) hours per day, seven (7) days a week, in all weather conditions that allows a read rate of:

- a. 99.5 percent of the installed base of active Meter/Modules within the coverage area in accordance with the Final Network System Design and Plan to be read at any given point in time,
- b. 98 percent of the installed base of active Meter/Modules shall obtain daily read by 8 a.m. each day,

- c. Over any rolling two (2) day period, 99.5 percent of the installed base of active Meter/Modules will provide at least one (1) billing read during such rolling two (2) day period.

“Coverage Commitment Term” means five (5) years from the date that ninety percent (90%) of the Available Meter Locations and Endpoints required by this Agreement have been installed and have associated with the System; however, in no event greater than ten (10) years from the Effective Date

“CPI-U” means the Consumer Price Index – Urban Consumers, All Cities Average, All Items as measured by the U.S. Bureau of Labor Statistics and it must be obtained from U.S. Bureau of Labor Statistics (www.bls.gov/cpi) and is designated as of the June-to-June twelve-month percentage change in such prices.

“Data Collection Unit” means the Supplier’s provided Collector.

“Delivery Date(s)” for Equipment means, the date on which such Equipment is delivered in accordance with [Section 2.33 \(Transportation and Risk of Loss\)](#); for Software means, the earlier of the date on which Purchaser downloads the Software, or thirty days after the Supplier makes the Software available to Purchaser for electronic download.

“Effective Date” means the latest signature date in Section 2.54 .

“Endpoint” means a sensory-type device, including, but not limited to, electric AMI meter, water meter node, gas meter node, distribution automation (DA) device, and/or load control switch, that is equipped with an AMI module or cellular module, as applicable.

“Equipment” means Network Equipment, Meters/Modules, Collectors, Endpoints, Repeaters, and/or hardware that Purchaser purchases from Supplier.

“Equipment Warranty Period” means five (5) years from the Delivery Date of the Equipment in accordance with [Attachment M \(AMI Equipment Warranty\)](#).

“Field Tools” means Supplier proprietary tools to be used in the field, including but not limited to software and handheld devices.

“Final System Acceptance” means that Purchaser has, at the completion of Phase II Full Deployment, accepted the Work provided by Supplier after Purchaser has performed and the System has met the requirements of the Final System Acceptance Test as measured against the System Acceptance Test criteria set forth in Attachments D-1, E-1, and E-3 and satisfying Specifications in Attachment A and as identified in any and all attachments to this Agreement.

“Firmware” means Software embedded in and provided with the Equipment.

“Implementation Punch List” means the mutually developed list of clean-up activities or issues developed during installation of the System.

“Initial Deployment Area” means the geographic area of the Purchaser’s service area where Phase I-A and Phase I-B of the Work will occur, which for water Meters/Modules and for electric Meters/Modules. Locations are to be mutually agreed upon during the kickoff meeting.

“Initial System Acceptance” means the Purchaser has accepted the Work and Equipment provided by Supplier after Purchaser and Supplier have jointly performed and the System has met the requirements of an Initial System Acceptance Test (ISAT) as measured against the ISAT criteria set forth in Attachment D-1.

“Legal Notice” has the meaning ascribed to it in Section 2.45 .

“Major Failure” means any meter failure due to defect in Meter/Module materials or workmanship provided by Supplier, as determined by Suppliers RMA process, of more than 1 percent of the meters over any rolling twelve (12) month period in the first five (5) years following the Effective Date, and for which Suppliers equipment are unable to be repaired remotely.

“Master Agreement” means the Master Agreement (AMI System Master Supply Agreement between City of St. George and Aclara Technologies LLC).

“Meter/Module” means a device that measures the supply of electricity, comprised of a meter and an AMI module provided by Supplier and installed by Purchaser at an Available Meter Location. Purchaser will provide Supplier with a Purchase Order for an integrated Meter/Module (single part number) that will be supplied by Supplier.

“Network Association” means the point in time that a given Endpoint establishes operable, ongoing two-way transmission/reception radio communication with its Collector and is exchanging data/information with Purchaser’s data center/office via the Supplier’s software system on a regular basis (99.5%, 24 hours per day, 7 days per week).

“Network Association Time” means the time it takes for an Endpoint to establish its initial Network Association and registration. The initial registration will occur within 5 minutes upon Endpoint activation, assuming a DCU is within range of the Endpoint.

“Network Coverage Requirement” means that the System shall cover 100 percent of Purchaser’s Endpoints installed pursuant to this Agreement.

“Network Equipment” means the Collectors, and radios that are in these devices for radio frequency (RF) that are provided by Supplier to Purchaser under this Agreement. The term does not include the System backhaul, the network operations center, any system Equipment that is not located in Purchaser service territory, or any aspect or component of the System components that is not provided by Supplier.

“Network Redundancy” means redundancy of the Network to maintain reliable communication so that if, for example a DCU were to fail there would be enough network capacity available to allow for future growth without overloading the existing Network Equipment.

“Network Reconnection Time” means the time it takes for a given Endpoint to reconnect to a Collector after a period of network stress caused by events such as power outages, loss of communications at the Collector or Endpoint, resulting in no connection or communication or

transmit and receiving of data or information. Once the stress (outage, communication issue, etc.) is removed from the local area network, 95% of all installed electric Meter/Modules that were available prior to the event shall reconnect within 120 minutes assuming the stress was less than 8 hours in duration.

"On-Request Read Response" means ,for a single meter, that a response is received in less than fifteen (15) seconds from the time the request is received at the AMI headend to the time the AMI headend sends the meter read to the requesting system (AMI, MDMS, Customer Portal, or other like requesting systems). Under normal operation of the Cellular Backhaul, for a requested read of one (1) electric meter, a return read rate of equal to or less than 30 seconds and for a batch request read of up to 100 meters, a return read rate of 99% within 30 seconds or less per a single meter read. The Cellular Backhaul is integral to performing on-demand reads, if the cellular network is impacted by decreased performance, the on-demand reads may be impacted as well.

"Project Manager" means the designated representative authorized to act on behalf of the Supplier (in the case of the "Supplier's Project Manager") or Purchaser (in the case of "Purchaser's Project Manager") on matters relating to this Agreement. As a representative of Purchaser, the Purchaser's Project Manager would be acting only on Purchaser's behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement.

"Purchase Order" has the meaning defined in Section 2.20 .

"Purchaser" means the City of St. George, Utah.

"Purchaser's Office Locations" means, collectively, the office locations listed below:

City of St. George
St George Energy Department Administration
811 East Red Hills Parkway
St. George, Utah 84770

Purchaser may, at any time, change the location of either office for purposes of this Agreement by giving Supplier written notice of the change.

"Read Success Rate" means the Read Success Rate defined in "Coverage Commitment."

"Remote Connect/Disconnect Time" means the individual Meter/Modules with remote connect/disconnect capability shall perform a remote disconnect request with no major system events (such as a major power outage) occurring during this duration. Reconnect functionality will be same. For any reconnect and disconnect the return time to complete either action and update the state or status will be within 30 seconds or less. These actions will occur at a success rate of 99.5% 24 hours a day, 7 days per week.

"Specifications" means any requirements for any product contained in this Agreement and Attachments, specifically, but not limited to, Attachment B as negotiated by the Parties.

"Software" means computer application and programs in any form that is described in Attachment S.

“Services” means project management services, training, project delivery services, commissioning services, and/or other services described in Attachment A, Attachment K-1, Scope of Work and priced in accordance with Attachment B, Pricing Schedule.

“Subcontractor” means a person, persons, partnership, association, company, or corporation engaged by Supplier to furnish any portion of the Work, as defined herein, to Supplier.

“Supplier” means Aclara Technologies, an Ohio LLC.

“System” means the integrated, installed system supplied by Supplier providing AMI to Purchaser, comprised of the Supplier’s Equipment, Firmware, Field Tools, Software, and any other components as may be necessary to complete the Agreement as herein defined (except that provided by third parties), to include (but not limited to) Collectors, Endpoints, Meters/Modules, Network Equipment, and Take-Out Points, as herein defined, whether or not fully detailed on drawings (if any) or listed in detail in this Agreement.

“System Documentation” has the meaning ascribed to it in Section 2.17 .

“Take-Out Point” means the location at the end of Supplier’s AMI transport System. Third-party or commercial communications equipment coordinated by Purchaser will be required to transport the AMI data from the Take-Out Point to Purchaser’s data center.

“System Warranty Period” means two (2) years from the successful completion and Purchaser’s acceptance of the FSAT.

“Work” means any and all parts of such design, installation, documentation, training, transportation, and testing and the furnishing of all labor and/or other services (including the services of all trades), methods, training, documentation, materials, Software, Firmware, hardware, Equipment, Meters/Modules, Endpoints, and facilities, transportation, and other services as may be necessary for Supplier to complete the System, complete the meter exchange, and to meet obligations under this Agreement as herein defined, listed in detail in this Agreement or a subsequently mutually executed amendment or change order to this Agreement.

2.3 System Provided, Shipments and Title Transfer

Supplier is providing the Purchaser the supply and installation support of an AMI system as pursuant to the terms and conditions of this Agreement, which shall include, but not be limited to, project management, lead interface development, system training, and support as detailed in this agreement and Attachments.

During the performance of the Work, Supplier shall employ a competent Project Manager that is fully authorized to act on Supplier’s behalf. Written notice from Purchaser to such Supplier’s Project Manager in connection with defective Work or instructions for performance of the Work shall be considered notice of such issues to Supplier. Supplier shall give Purchaser written notice of the Supplier’s Project Manager it initially designates and of any replacements. The Supplier’s Project Manager shall not be changed without the written consent of Purchaser, unless such person becomes unable to perform any required duties due to death, disability, promotion, or termination of employment with Supplier. If the Supplier’s Project Manager is no longer capable of performing his or her duties, Supplier shall designate a replacement subject to the approval of the Purchaser, which shall not be unreasonably withheld.

The Purchaser will employ Consultant to advise Purchaser regarding the System. As a representative of Purchaser, the Consultant is acting only on Purchaser's behalf and has no responsibility to Supplier to direct, oversee, or supervise any of the Work to be performed and delivered by Supplier under this Agreement. Further, Consultant does not have authority to bind Purchaser in any respect. Only Purchaser's Project Manager has authority to bind Purchaser and act on behalf of Purchaser with respect to this Agreement.

For equipment installed by Purchaser title and risk of loss is transferred to the Purchaser upon delivery to the Purchaser warehouse.

Mass meter exchange (Phase II) will not start until the completion of the ISAT (Attachment D-1) and all interfaces (as outlined in Attachments F-2, F-3, and K) to Supplier provided software and databases are completed and functioning according to the Specifications.

2.4 Contracted Amount

All Software Deliverables and Services fees contained in Attachment – S, Article 4 and Attachment S-4 and Attachment B shall be fixed for two years from the acceptance of the ISAT. Starting in year 3, Supplier may adjust these fees no more than once every twelve (12) months by an amount not to exceed the Consumer Price Index ("CPI-U").

Material pricing for all orders issued within 1 year of the Effective Date shall be fixed per Attachment B. This includes all material listed in Attachment B and any additional material ordered by Purchaser for spares or system expansion. Starting in year 2, Supplier may adjust these fees no more than once every twelve (12) months by an amount not to exceed the Consumer Price Index ("CPI-U").

Limited by the above paragraphs, maintenance fees, software license fees, any hosting fees, and material pricing, may only increase in pricing by CPI-U but must not exceed Supplier's best price provided to any other customer of Supplier.

For Equipment only, Supplier may, from time-to-time, issue surcharges on new purchase orders to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstance outside of Supplier's reasonable control that increase Supplier's cost for any particular piece of Equipment ("Economic Surcharges"). Supplier will invoice Purchaser through a revised or separate invoice, and Purchaser agrees to pay for the Economic Surcharges pursuant to the payment terms herein. Economic Surcharges shall be limited to the actual increase in Supplier's costs that are outside of Supplier's reasonable control and shall not, under any circumstance, increase Supplier's profit. Further, Supplier shall use commercially reasonable efforts to source Equipment from alternative providers to avoid or eliminate Economic Surcharges and, in all cases, Supplier shall reduce or eliminate an Economic Surcharge when the condition that created such surcharge abates to any extent or ceases to exist. If an Economic Surcharge is issued, Supplier must provide Purchaser a reasonably detailed explanation and supporting documents which detail the basis of the surcharge and allow Purchaser or a third party acting as the Purchaser's agent to inspect Supplier's documents arising from or relating to Economic Surcharges. If Supplier believes that any of such information is proprietary, then a limited non-disclosure agreement may be agreed to by Supplier and Purchaser for the purpose of reviewing such documents.

Except for tariffs, for Purchase Orders issued within 12 months of the Effective Date, the above surcharges do not apply. If an Economic Surcharge based upon tariffs is issued, Supplier must provide Purchaser a reasonably detailed explanation and supporting documents (invoices) which detail the basis of the surcharge.

Supplier shall keep, in accordance with generally accepted accounting principles, complete and accurate supporting documentation for charges for reimbursable costs, hourly or unit-priced Work, purchases of Equipment, parts, or components, or other non-fixed price/lump sum charges, including time records, invoices, expense receipts and other supporting data or documents that are specifically identified and designated for preservation in writing by the parties (“Records”). Records shall be maintained and preserved as required by Supplier’s record retention schedule for a minimum of 6 years from Purchaser’s payment of the charges. Purchaser, or its authorized representative if approved in writing by Supplier, shall have the right, at a mutually agreed time and place, to examine the Records at Supplier’s facility during normal business hours at Purchaser’s sole cost and expense, except for any records which Supplier considers proprietary and/or confidential, unless Purchaser or Purchaser’s agent signs a limited non-disclosure agreement reasonably acceptable to the Supplier.

2.5 Taxes

Except as provided below, Supplier and its Subcontractors shall include sales tax as a separate line item on the invoice on taxable sales that are made to Purchaser during the term of this Agreement. Purchaser is a governmental entity entitled to use tax exempt purchasing in certain instances to avoid paying sales tax.

Purchaser will provide Supplier with a current and valid tax exemption certificate or other valid proof of Purchaser’s tax exemption status as of the Effective Date and Purchaser shall provide updated verification during the Term of this Agreement.

2.6 General Scope of AMI System to be Purchased

Supplier shall provide Purchaser with a System that achieves Advanced Metering Infrastructure access to all of Purchaser’s electric Meters/Modules within Purchaser’s service territory in accordance with the Coverage Commitments mutually agreed upon by the parties and set forth herein.

This Agreement does not confer on Supplier an exclusive right to provide AMI equipment or services to Purchaser. Purchaser intends to use the System provided by Supplier as its primary AMI service, and the Agreement contemplates that Supplier will provide a complete, integrated system that serves all the functions described in the Agreement for the term of the Agreement. Purchaser, however, reserves the right, in its sole discretion and without notice to Supplier, to use any other third-party provider of AMI equipment and services and to supplement, complement, or replace the System provided by Supplier, in whole or in part, at any time without prejudice to its rights and obligations under this Agreement and without changing the obligations of Supplier.

The responsibilities of Supplier and functionality of its AMI System shall also be comprised of all commitments made in this Agreement, including but not limited to supply of System, professional services (project management, coordination and system acceptance testing) and associated

maintenance services), and all materials including product specifications attached hereto as Attachment(s).

2.7 Entire Agreement

This Agreement and the Attachments and documents attached hereto and hereby expressly incorporated by this reference, when fully executed by both Supplier and Purchaser, shall be deemed to include the entire Agreement between the Parties and shall supersede all other previous and contemporaneous understandings, commitments or representations, whether oral or written, and all subsequent oral agreements concerning the subject matter hereof. Neither Supplier nor Purchaser shall claim any modification resulting from any representation or promise made at any time, by an officer, agent, the Consultant, or employee of any Purchaser or by any other person. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. None of the terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except in writing duly signed by authorized representatives of both Parties.

2.8 General Statement of Responsibility of Supplier

Supplier shall perform the Work in accordance with the terms of this Agreement. The obligation of Supplier shall be deemed to carry with it the obligation to incur all items of necessary expense to perform the Work.

Supplier shall have complete and undivided responsibility for complying with the Agreement, including sole discretion for the means by which the Work is to be performed. Without any qualification of such undivided responsibility, Supplier shall have the right to enter into such subcontracts, purchase orders, and other commitments with third parties for the performance of any part of the Work, as may, in Supplier's opinion, be advantageous or necessary for the proper and expeditious or economical prosecution of the Work. Notwithstanding the foregoing, to the extent Supplier engages Subcontractors to perform any Work, Supplier shall remain primarily responsible for completion of the Work, provision of the System and performance of the Subcontractors. Supplier shall ensure that all Subcontractors comply with the applicable terms and conditions of this Agreement. Supplier may not assign this Agreement or any of its duties or responsibilities herein to an Affiliate, or to an entity acquiring all or substantially all of the assets of Supplier if the acquiring entity is an Affiliate, or, by operation of law, to an entity into which Supplier is merged if the surviving entity is an Affiliate, or to an entity that acquires that portion of Supplier's business related to the purpose of this Agreement without the prior written consent of Purchaser.

2.9 Independent Contractor

The relationship between Purchaser and Supplier shall be that of contracting party to independent contractor. Accordingly, subject to the specific terms of the Agreement, neither Party shall have any general right to prescribe the means by which the other Party shall meet its obligations under the Agreement. This Agreement is not intended to create, nor shall it be construed to create any partnership, joint venture, employment or agency relationship between Supplier and Purchaser, nor shall either Party have any right, power, or authority to enter into any agreement or undertaking

for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party. No Party shall be liable for the payment or performance of any debts, obligations, or liabilities of the other Party, unless expressly assumed in writing herein or otherwise. Each Party retains full control over the employment, direction, compensation, and discharge of its employees, and will be solely responsible for all compensation of such employees, including social security, withholding and worker's compensation responsibilities.

2.10 Purchaser Review and Approval

Unless otherwise agreed to by express written statement in the Agreement, Purchaser's review and approval of the specifications, drawings, and related documents developed by Supplier in response to the Request for Proposal for Advanced Metering Infrastructure issued by Purchaser (the "RFP") or pursuant to this Agreement shall not relieve or diminish Supplier's responsibility under this Agreement for the professional quality, technical accuracy, and completeness of those documents.

2.11 Supplier Representations

In order to induce Purchaser to enter into this Agreement, Supplier makes the following representations and warranties:

1. Supplier has examined and carefully studied this Agreement, including all Attachments hereto and information provided by Purchaser;
2. Supplier has used commercially reasonable efforts to fully acquaint itself with the site, including without limitation, design, availability of materials, existing facilities, general topography, accessibility, and other conditions pertaining to this Agreement and made all reasonable investigations essential to a full understanding of the difficulties which may be encountered in performing the Work and providing the System, and Supplier assumes full and complete responsibility for any such conditions pertaining to this Agreement, the performance site of the Agreement or its surroundings and all risks in connection therewith;
3. Supplier is fully qualified to complete the Work in accordance with the terms of this Agreement within the time specified;
4. Supplier, its employees, agents, and any subcontractors have all applicable licenses, permits, qualifications, and approvals that are legally required to practice their respective professions and to complete the Work in accordance with the terms of this Agreement.
5. Supplier is familiar with, is in compliance with, and shall perform all of its obligations hereunder in compliance with all applicable federal, state, and local statutes, laws, rules, and regulations including but not limited to OSHA, NEC, and NESC, regulations that may affect cost, progress, and performance of the Work.
6. There are no complaints, claims, suits, actions, mediations, arbitrations or proceedings or investigations pending or, to the knowledge of Supplier, threatened against or affecting Supplier that would, if adversely determined, have a material adverse effect on Supplier's

ability to perform its obligations hereunder, or on the validity or enforceability of this Agreement.

2.12 Change Orders

Changes to the System to be provided under this Agreement, the Work, the sums to be paid, or the time permitted for performance of the Work under this Agreement can only be made by a written change-order signed by duly authorized representatives of both Purchaser and Supplier following the procedure and requirements described below (“Change Order”). No other verbal or written communication or action or failure to act on the part of Purchaser, any of Purchaser’s representatives including its consultants, Supplier, or any Supplier’s representatives including its consultants, can substitute for a written Change Order signed by a duly authorized representative of Purchaser or Supplier.

The Change Order shall identify all affected items in the Agreement including technical matters (i.e., functions, performance, reliability, etc.), cost, schedule, process, and all other factors affected. Only items specifically identified in a written Change Order as modified are affected.

Purchaser may request a change by providing a Change Order as described above to Supplier as a Legal Notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier agrees it will make all reasonable efforts to meet the request for a change in the Work and shall promptly respond regarding its ability to meet the request, provided that if no response is made within 10 business days, Supplier’s silence shall be deemed a denial of the change-order. Purchaser must secure prior Supplier approval for all change orders.

Supplier may request a change by providing a written Change Order as described above to Purchaser as a Legal Notice under this Agreement or as the Parties may otherwise agree in advance and in writing. Supplier must secure prior Purchaser approval for all change orders. Purchaser shall respond within ten (10) business days to either accept or deny the Change Order as written, provided that if no response is made, Purchaser’s silence shall be deemed a denial of the Change Order.

If the terms of a Change Order are agreed to, the requesting Party shall provide two executed copies to the other Party for signature. The Party accepting the request shall sign both copies and return one original copy of the signed change-order to the requesting Party.

When invoicing for Change Order items, Supplier shall reference the Change Order and itemize it separately.

2.13 Right to Use System Not Yet Accepted

The Purchaser has the right to use the system as installed after Phase I-A has been accepted by Purchaser. Use of the System prior to the ISAT or FSAT shall not result in any waiver of any Purchaser rights under this Agreement and shall not be deemed acceptance of the System. This use of the System prior to acceptance is intended to ensure continued availability of utility services to residents in Purchaser’s service territories and to assist Supplier and Purchaser in evaluating the System functionality in advance of Initial System Acceptance Test (ISAT) and Final System

Acceptance Test (FSAT). Following Initial Acceptance, Purchaser may use any of the System prior to FSAT for billing and other related purposes.

2.14 Right to Use Accepted System

Upon Final System Acceptance, Purchaser shall have the right to use, modify, and adapt the System in any manner it desires as long as it is in accordance with the terms and conditions of this Agreement including any applicable Attachments. Notwithstanding the foregoing, unless the modification or adaptation was expressly approved by Supplier in writing, Purchaser's modification or adaptation shall void the warranties set forth in Attachment M Supplier Warranty.

2.15 Defective Work and System (Warranty)

Notwithstanding the acceptance of the System by the Purchaser or the provision of any certificate with respect to delivery or acceptance of the System, the following warranties shall apply:

- A. Equipment Warranty. During the Equipment Warranty Period (see definition), Supplier warrants that the Equipment furnished to Purchaser under this Agreement and all components thereof will be warranted in accordance with the warranties set forth in Attachment M, Supplier Warranty.
- B. System Warranty. Supplier warrants that the System will perform in accordance with this Agreement including, but not limited to, the Specifications. This System Warranty only covers problems reported to Supplier in writing during such System Warranty Period. In the event of a breach of the foregoing System Warranty, in addition to Supplier's other obligations under this Agreement, Supplier will, at its sole expense, repair, modify, or adjust the System to make it conform to the foregoing System Warranty.
- C. Intellectual Property (IP) Warranty. Supplier warrants that the sale, use, or incorporation into manufactured products of all machines, parts, components, services, devices, material and rights furnished or licensed hereunder which are not of Purchaser's design, composition or manufacture shall be free from any patent, copyright, trademark, or other proprietary rights for the payment of any license fee or royalty to others by Purchaser. In the event of a breach of this warranty, Supplier shall be liable for, defend and save Purchaser harmless from any loss, damage, or expense whatsoever that Purchaser may suffer from Supplier's breach of any of these warranties in accordance with Section 2.32 (Indemnification) of this Agreement.
- D. Compliance with Laws. The Supplier warrants that the Work, upon delivery and when operated in accordance with the Documentation, will comply with and will have been produced, processed, delivered, and sold in conformity with all applicable federal, state, and local laws and administrative regulations and orders.

For any Equipment under warranty that does not comply with the warranties herein, Supplier shall pay all costs and expenses of repair or replacement, including correction of cause of defect and return shipping to Purchaser's site. Replacement Meters purchased directly from a third party by the Purchaser shall be exempt from this provision, unless at the time of acquisition, Supplier does not have Meters in its inventory to repair or replace deficient Work or cannot provide such

replacement Meters within 60 days. The decision whether to repair or replace will be made by Supplier and the repair or replacement will be scheduled consistent with Purchaser's operating requirements so as to minimize loss of production or use of the Equipment or of any plant or equipment of which the Equipment is a part. Repaired or replaced Equipment must be made from new parts. All warranties for any repaired or replaced Equipment will for the duration of the remaining Equipment Warranty Period.

2.16 System Life Expectancy

Supplier represents that the Work, System and Equipment purchased from Supplier, shall be Supported for a minimum of fifteen (15) years from the date of Final System Acceptance, said term being the Life Expectancy. Supplier shall make available spare parts for all Equipment purchased or provided under this Agreement and corrections for any Software purchased or provided under this Agreement during the Life Expectancy of the System, in accordance with Attachment B.

Supplier recognizes and acknowledges that if the Supplier fails to meet the life expectancy specified above the Purchaser will see substantial damages including stranding the AMI investment made under this agreement.

2.16.1 System Life Expectancy Conditions

The Work, System, and AMI equipment shall be considered supported if, for the Life Expectancy of the System starting from the date of System Acceptance, the definition above and the following conditions are met:

- a) Supplier shall make available spare or comparable parts for all equipment ordered under this Agreement and corrections for any software ordered, in accordance with the Maintenance Agreement.
 - In the case Supplier no longer make "spare" parts of a make/model, Supplier will make comparable parts that will be backwards compatible with the Purchaser system.
- b) Unless otherwise stated in this Section. Supplier promotes the interests or cause of maintaining the expected minimum standards of the system operation as defined in this Agreement and all other supporting documents through providing exact, similar, or enhanced hardware and/or software compatible with the current operational system at the date of original signed agreement and installation of such original equipment. Provided that in the event a part is discontinued, Supplier will provide Purchaser with advance notice and work with Purchaser to ensure that Purchaser has a sufficient inventory or work to reach a mutually agreeable migration path to a comparable functioning part.

2.16.2 System Life Expectancy Damages

Supplier recognizes and acknowledges that if the Supplier fails to meet the life expectancy specified above the Purchaser will see substantial damages including stranding the AMI

investment made under this agreement. In the event System Support is terminated by Supplier during the term of the Life Expectancy or if a part is discontinued, Supplier will at minimum provide the following:

- a) With regards to discontinued parts, Supplier will provide advanced notice to Purchaser and will work with Purchaser to ensure a sufficient inventory is secured.
- b) Should Supplier discontinue Support of the System during the term of the Life Expectancy, Supplier will provide Purchaser a credit equaling the pro-rated value of the original System network contract value towards the purchase of a new Aclara AMI system. The appropriate credit shall be in accordance with the table below:

If System Support is Terminated # Year(s) After Date of this Agreement Execution	Residual Pro-rated % Value of AMI Contract Applicable as Credit
1	93.33%
2	86.67%
3	80.00%
4	73.33%
5	66.67%
6	60.00%
7	53.33%
8	46.67%
9	40.00%
10	33.33%
11	26.67%
12	20.00%
13	13.33%
14	6.67%
15	0.00%

2.17 Deployment Plan and Commencement of Work

Within 90 days of the Effective Date of this Agreement and issuance of valid Purchase Order, Supplier shall provide Purchaser with a projected project schedule, which shall include key tasks, milestones, critical path activities, responsibilities, and task dependencies.

The Purchaser has broken the project into two phases. An initial deployment phase and a full deployment (mass meter exchange) phase. The initial deployment phase will contain a two-step process or sub-phases consisting of a Phase I-A and a Phase I-B. Per Attachment K, Phase I-A will be tested by Supplier SAT and Phase I-B will be tested against using the ISAT format and count.

Phase I-A will commence first and under the following parameters:

- Sub-set of the Initial Deployment Area up to 10 electric meters deployed by the Purchaser
- A single Network Equipment installed by the Supplier
- Installation of the AMI software with full access to the Purchaser
- All integration work for the meter exchange and the Purchaser's billing system
- Other tasks and components as needed and defined by the Purchaser

Phase I-B will commence 60 days after Phase I-A commences and under the following parameters:

- The Initial Deployment Area electric meters deployed by the Purchaser
- All Network Equipment as needed to cover Phase I-A and Phase I-B installed by the Purchaser
- Other tasks and components as needed and defined by the Purchaser

Phase I-A and Phase I-B will conclude with the acceptance of the ISAT (mutually conducted) as stated in Section 2.26 .

Without limiting the general nature of the preceding sentence, Phase I-A and Phase I-B shall include, but not be limited to:

- A. Project design meeting; receipt of standard System Documentation and training manuals covering the scope of this Agreement; review and approval of Purchaser's coverage area and design drawings for the Initial Deployment Area; receipt of proof of insurance.
- B. Configuration of AMI system software and hardware and training on use of the AMI system software.
- C. Delivery of Phase I-A and Phase I-B base stations, collectors, repeaters, load management end devices, gateways, electric Meters/Modules and Endpoints as determined prior to Agreement signing.
- D. Completion of onsite support and training covering Equipment installation, Meter/Modules, inspection of Work and training installation, System training including support on report generation.
- E. Configuration of Software and Hardware and training on use of Software.
- F. Completion and testing of interface to CIS and other systems.

G. Successful completion of the ISAT.

“Phase II” means full deployment of all remaining Meters/Modules and associated Equipment. Phase II shall commence upon the passing of Phase I-A, Phase I-Band Initial System Acceptance. The Parties shall work together to develop a deployment plan and schedule at a project kick-off meeting that meets the required acceptance dates for the ISAT and FSAT.

2.18 Payment to Supplier

Supplier will issue invoices to Purchaser for all amounts owed to Supplier hereunder. Invoices: (i) for -Services will be issued as such services are provided, (ii) for Software upon contract execution, (iii) for Software Services as set forth in Attachment S, Maintenance and Support Agreement, and (iv) for the Equipment shall be issued upon delivery in accordance with Section 2.33(Transportation and Risk of Loss).

Invoicing and payment shall be made as shown in the table below and in Attachment B. Invoicing for the optional cellular operation fees (item (10) 10.06 and item (10A) 10.07) are invoiced monthly starting upon activation. Payment terms for the other annual fees in item (10A) are listed in Table 1 below. Other service options are listed in Attachment S.

The “Milestone Description” as stated below in the Milestone Schedule is provided as a summary only; this entire Agreement provides the detail of what comprises deliverables for each Milestone.

Table 1: Milestone Payment Schedule

Milestone	Description	Payment
Phase I	Initial Deployment Area	See “AMI Project Milestone” below. Invoices for all other items issued upon completion or delivery of item. Invoices paid net 45.
Initial System Acceptance Test (ISAT)	Successful completion of the Initial System Acceptance Test (ISAT) for the Phase I Initial Deployment Area. See Section 2.26 for ISAT timeline.	Payment of ISAT completion based upon “AMI Project Milestones” below. Invoices paid net 45.
Phase II	Full Deployment	Invoices for Annual System Fees (Attachment C sheet “AMI On Premises” Section 10.A) start at completion of ISAT. Invoiced monthly based upon installed Endpoints. Payment of ISAT completion based upon “AMI Project Milestones” below.

Milestone	Description	Payment
		Invoices for all other items issued upon completion or delivery of item. Invoices paid net 45.
Final System Acceptance Test (FSAT)	Successful completion of the Final System Acceptance Test (FSAT) for all System components installed during Phase II Full Deployment. See Section 2.27 for FSAT timeline.	Payment continues as per Phase II. Invoices paid net 45.

AMI Project Milestones – Total professional services and software fees estimated at \$398,981.95

- Phase I is estimated at \$244,151.77 and includes items (1A) 1.06, (2) 2.01, (2) 2.02, (4) 4.03, (4) 4.09, (4) 4.10, (5A) 5.01, and (5A) 5.03
- Phase II is estimated at \$154,830.18 and includes items (2) 2.05 and (5B) 5.03

	Milestone Phase I	Milestone %	Milestone Value
1	Project kick off	20%	\$48,830.35
2	Completion of AclaraONE (AO) Software Set-Up	20%	\$48,830.35
3	Deployment of AO Interfaces	20%	\$48,830.35
4	Completion of product training	20%	\$48,830.36
5	Completion of ISAT	20%	\$48,830.36
Total Professional Services Phase I			\$244,151.77

	Milestone Phase II	Milestone %	Milestone Value
1	Start of Phase II	30%	\$46,449.05
2	1 Year after Start of Phase II	30%	\$46,449.05
3	2 Years after Start of Phase II	30%	\$46,449.05
4	Completion of FSAT	10%	\$15,483.03
Total Professional Services Phase II			\$154,830.18

Purchaser will review, approve, and pay each undisputed invoice within forty-five (45) days of receiving such invoice and other documents required hereunder. Supplier may collect a late fee of no more than one and one-half percent (1.5%) of the unpaid amount of an undisputed invoice if not paid in the forty-five (45) day period.

Invoices shall be authorized by Supplier's issuance of a written Invoice ("Invoice") to Purchaser by mail or electronic mail. Purchaser may accept Supplier's Invoice by paying the invoice. Notwithstanding any other provision herein, Supplier's Invoice will be accepted solely for purposes of establishing the items and quantities ordered and the prices associated with the items and quantities ordered. It is acknowledged by the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Invoices, invoice payments, and other instruments ("Invoice Documents") shall incorporate by reference the terms and conditions of this Agreement, irrespective of whether any such Invoice Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict between the terms and conditions of all Invoice Documents and this Agreement, this Agreement controls. Any terms and conditions contained in an Invoice Document now or hereafter delivered by a Party pursuant to this Agreement will not apply and each Party hereby waives and rejects all such terms and conditions.

After delivery and inspection at destination, Purchaser will be responsible for any loss, theft, physical damage, or abuse that affects the operation of the System and occurs while System is in the control of Purchaser.

For material delivered to Purchaser warehouse. Purchaser reserves the right to refuse or return at Purchaser's risk and expense shipments made in advance of schedules outlined in the Purchase Order for such material.

2.19 Equipment Forecasts

Within thirty (30) days after the Effective Date of this Agreement and issuance of a valid Purchase Order, Purchaser shall supply to Supplier a written forecast of total anticipated Supplier Equipment needs by month. Any changes to the Equipment forecast should also be furnished to Supplier. For material after the FSAT, Failure to provide an accurate forecast, within reason, may negate the stated Supplier Equipment lead times and may adversely impact delivery of product to Purchaser.

Purchasers will structure forecast to match budgets. Purchaser is seeking budget approval to issue all purchase orders for Phase I-A, Phase I-B and Phase II in 2025.

The Purchaser plans to complete Phase I-A & Phase I-B electric meter exchanges and Network Equipment installations within 9 months of the Effective Date. Following the ISAT, the Purchaser plans to complete the Phase II meter exchanges within 36 months of completion of the ISAT.

Supplier shall structure Meter/Module shipments uniformly during Phase II. Supplier shall not ship any Meter/Modules or Network Equipment until Supplier receives authorization from Purchaser.

2.20 Purchase Order Documents

Purchases shall be authorized by Purchaser's issuance of a written Purchase Order ("Purchase Order") to Supplier by mail or electronic mail. Supplier may accept Purchaser's Purchase Order by signing it, acknowledging it, using facsimile or electronic mail, or by delivering the System Component that Purchaser ordered. Notwithstanding any other provision herein, Purchaser's

Purchase Order will be accepted solely for purposes of establishing the items and quantities ordered and the desired shipment dates and shipment method. Purchaser's desired shipment dates shall take into account Supplier's current lead times at the time of the Purchase Order. Lead times will be provided to Purchaser by a Supplier representative and are defined as the cycle time from acknowledgement of Purchase Order to fulfillment of Purchase Order. It is acknowledged by the Parties that all instruments and documents issued or delivered pursuant to this Agreement, including any and all Purchase Orders, Purchase Order acceptance, Purchase Order acknowledgements, invoices and other instruments ("Purchase Order Documents") shall incorporate by reference the terms and conditions of this Agreement, irrespective of whether any such Purchase Order Document expressly references this Agreement, and shall be subject to the terms and conditions contained in this Agreement. In the event of a conflict as between the terms and conditions of any and all Purchase Order Documents and this Agreement, this Agreement controls. Any terms and conditions contained in a Purchase Order Document now or hereafter delivered by a Party pursuant to this Agreement other than quantities, service description and other required details and shipping instructions, will not apply and each Party hereby waives and rejects all such terms and conditions.

2.20.1 Cancellation and Modifications

Purchaser may, without penalty, cancel or reduce a Purchase Order for Equipment on written notice to Supplier no later than sixteen (16) weeks prior to scheduled delivery of the order. If Purchaser cancels or modifies an Equipment order within sixteen (16) weeks prior to delivery, such Equipment order may be subject to reasonable cancellation charges. Notwithstanding the foregoing, cancellation charges do not apply to cancellations by Purchaser of Purchase Orders for Software or Services.

2.21 Coverage and Performance Commitment

Supplier agrees to satisfy the Coverage Commitment as defined herein for the duration of the Coverage Commitment Term.

Regardless of the number of towers or Collectors described in the Pricing Schedule (Attachment C), Supplier must achieve the Coverage Commitment. In the event the Coverage Commitment is not met, the costs of additional equipment to meet the coverage commitment, including additional Collectors, repeaters, base stations, higher towers/poles, etc., will be the responsibility of Supplier.

Supplier certifies that the network as quoted and deployed under this Agreement shall:

- a. Coverage Commitment: Meets the "Coverage Commitment Term," meets the requirements listed in the "Coverage Commitment" listed in Section 2.2 .
- b. Network Coverage Requirement: Meets the "Network Coverage Requirement" listed in Section 2.2.
- c. Network Redundancy: Meets the "Network Redundancy" listed in Section 2.2.
- d. Network Association and Network Reconnection Time: Meets the "Network Association and Network Reconnection Time" listed in Section 2.2.

- e. Read Success Rate: Meets read rate defined in “Coverage Commitment” in Section 2.2.
- f. On-Request Read Response: Meets read rate defined in "On-Request Read Response" in Section 2.2.
- g. Remote Connect/Disconnect Time: Meets “Remote Connect/Disconnect Time” defined in Section 2.2.

As stated in the FSAT after Supplier has completed any required network optimization and upon Purchaser completing installation of at least 95 percent of Available Meter Locations or 36 months from the completion of the ISAT, whichever comes first, Supplier shall configure at minimum the network to support:

- Single Phase Meter Configuration
 - 75 percent of the single-phase meters reporting (6) channels of 15-minute interval data at least every 4 hours. This is in addition to the daily report, disconnect and reconnect, alarms and events.
 - The remaining 25 percent of the single-phase meters reporting (6) channels of 15-minute interval data at least every 15 minutes. This is in addition to the daily report, disconnect and reconnect, alarms and events.
- Socket-based Polyphase Meter Configuration
 - 75 percent of the socket-based polyphase meters reporting (16) channels of 15-minute interval data at least every 4 hours. This is in addition to the daily report, and alarms and events.
 - The remaining 25 percent of the socket-based polyphase meters reporting (16) channels of 15-minute interval data at least every 4 hours. This is in addition to the daily report, and alarms and events.
- Transformer-based Polyphase Meter Configuration
 - 75 percent of all transformer-based polyphase meters reporting (16) channels of 15-minute interval data at least every hour. This is in addition to the daily report, and alarms and events.
 - The remaining 25 percent of all transformer-based polyphase meters reporting (16) channels of 15-minute interval data at least every 15 minutes. This is in addition to the daily report, and alarms and events.

After 10 days of operation, at least 98.5 percent of all interval channels for each meter shall be obtained within the above interval recording and reporting cycles. In addition, review and update the “Implementation Punch List” mutually developed and agreed upon during the implementation.

In the event of ongoing performance issues, meaning that the performance metrics identified are not met repeatedly by Supplier, Supplier shall award Purchaser service level credits, upgrade or replace components, and offer extended warranties. In the unlikely event of persistent failures over time, Purchaser will have termination rights as identified in 2.41.

Performance criteria will be deemed met once Supplier has validated that the System is capable of establishing and maintaining network connectivity in the coverage area and the ISAT and FSAT have been accepted by the Purchaser.

2.21.1 Meter Channels

The Supplier and Purchaser will develop the final meter configurations after the project kick-off meeting.

- All single-phase meters must report at minimum the number of channels at required recording and reporting intervals specified in system configuration above. The interval channels must include kWh, voltage profile, and demand profile – which includes forward kWh, reverse kWh, Kw, and then min, max, and avg voltage. This nets 6 channels.
- All Poly Phase (socket and transformer-based) meters must report at minimum the number of channels at required recording and reporting intervals specified in system configuration above. The interval channels must include kWh, voltage profile, and demand profile – which includes forward kWh, reverse kWh, kW, min, max, and avg voltage for phases A, B, and C, avg current by phase, and temperature. This nets 16 channels.
- The complete set of meter recording requirements and options (including reactive measurements) are included in Attachment A. All meters must support the option to provide interval channels for kVAh, kVA, kVARh, and kVAR.

2.22 Major Endpoint Failure

If in the first five (5) years following the Effective Date, a major failure occurs with the Endpoints provided by Supplier (with “major” being defined as one percent (1%) of the installed base within any rolling twelve (12) month period), Supplier shall provide Purchaser replacement Endpoints as needed at no cost and pay for shipping.

Endpoint failures will be tracked by Purchaser and reported to Supplier on a mutually agreed schedule.

2.23 Endpoint Failure upon Installation

For Endpoint installation failures and defects, including but not limited to, zero consumption and non-association discovered within 24 hours of installation other than failures due to Purchaser-side problems not caused by and outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, inactive premises or a damaged transformer), and except for a Force Majeure event, Supplier shall notify Purchaser, in writing, within fourteen (14) days after receipt of notice from Purchaser, stating the remedy as stated in [Section 2.15 \[Defective Work and System \(Warranty\)\]](#). Upon receipt of Supplier’s remedy, Purchaser shall provide approval. If Purchaser denies proposed remedy, both Parties will mutually agree to a commercially reasonable remedy. Supplier shall provide Purchaser replacement Endpoints as needed at no cost and pay for shipping.

2.24 Endpoint Failure upon Over the Air (OTA) Firmware Update/Upgrade and/or Configuration Change

If Supplier has an OTA update available, the Purchaser agrees to provide Supplier reasonable access to complete the OTA Update/Upgrade. For Endpoint failures and defects, including but not limited to, any incremental or new and updated firmware version, any Endpoint data collection parameter changes, any Endpoint communication radio module changes or updates, or any like OTA changes made to any Endpoint transported through the AMI System shall be free from all defects, issues, or problems resulting in the Endpoint being unavailable, no longer available for communication, failure to meet the Specifications, or inability to transport information back to the System Software in a like manner before the changes or updates have taken place. Other than failures due to Purchaser-side problems not caused by and outside of the control of Supplier (such as meter tampering, a damaged Meter or Endpoint, or a damaged transformer), and except for a Force Majeure event, Supplier shall remedy or repair the failure or defect within fourteen (14) days after notice from Purchaser as stated in Section 2.15 [\[Defective Work and System \(Warranty\)\]](#) and Supplier shall provide Purchaser replacement Endpoints as needed, at no cost, and pay for shipping.

2.25 Tests and Inspections

Equipment furnished pursuant to the Specifications in Attachment B shall be in compliance with all of the standard inspections and tests normally performed by Supplier and its Subcontractors or industry standards in effect as of the Effective Date. Supplier shall furnish Purchaser with such certified information and test certificates as are normally made available to customers of Supplier's manufacturing divisions and subsidiaries and industry standards in effect as of the Effective Date. Purchaser or its agent has the right to inspect all Equipment at Supplier's or Supplier's contract manufacturer's factory, provided, however, that any such inspections shall be at Purchaser's sole expense, conducted in accordance with Supplier's normal inspection system during normal business hours and performed in a manner as to not unreasonably delay performance by Supplier. Purchaser must provide Supplier with a minimum of forty-eight (48) hours prior written notice of any such inspections.

2.26 Initial Systems Acceptance Test (ISAT)

The Supplier and Purchaser will complete an Initial System Acceptance Test (ISAT) to validate the completion of Phase I Initial Deployment of System by Supplier, in accordance with the Specifications identified in any and all attachments to this Agreement, including Supplier Proposal specifically incorporated by reference, and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment D. Phase I Meter/Module and Network Equipment delivery's shall be completed within 26 weeks from the receipt of the Purchase Order and completion of Section 2.19 Equipment Forecast. ISAT completion to be completed within 9 months from the Effective Date and the receipt of the Purchase Order, provided that no delays are caused by Purchaser, application (CIS, other), vendor, meter configurations, Supplier side delays, or force majeure events (see the timeline in the SOW, Attachment K).

If all testing meets the pass criteria as set forth in Attachment D, the ISAT will be considered successful. Initial System Acceptance, as that term is used herein, shall occur on the date Purchaser

indicates in writing its acceptance of satisfactory completion of the ISAT, which acceptance shall be provided within 10 days of the successful completion of the ISAT. Deployment of the system will proceed to Phase II following Initial System Acceptance.

In the event the ISAT is delayed, testing criteria cannot be met, or a failure to meet a material Specification which cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to the Purchaser. In all such cases, the Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract subject to Section 2.39 .

2.27 Final System Acceptance Test (FSAT)

The Supplier and Purchaser will complete a Final System Acceptance Test (FSAT) to validate the completion of Phase II Full Deployment and the provision of the System by Supplier in accordance with the Specifications identified in any and all attachments to this Agreement, including Supplier Proposal specifically incorporated by reference, and the and the Functional Testing and System Acceptance Testing Criteria set forth in the attached Attachment E FSAT shall be completed within 36 months from the start of Phase II Full Deployment (the ISAT acceptance), unless the FSAT needs to be extended due to Supplier side delays or force majeure events.

Final System Acceptance, as that term is used herein, shall occur on the date Purchaser indicates in writing its acceptance of satisfactory completion of the FSAT, which acceptance shall be provided within 10 days of the successful completion of the FSAT.

In the event the FSAT is delayed, testing criteria cannot be met, or failure to meet a material Specification which cannot be remedied as part of the testing, the Supplier shall notify the Purchaser in writing as soon as is practicable and suggest alternate remedies to resolve the problem without further costs to the Purchaser. In all such cases, the Purchaser, without stating any reasons, reserves the right to accept or reject any and all remedies proposed by the Supplier and treat this as a breach of contract subject to Section 2.39 .

2.28 Applicable Laws and Courts

Supplier will comply with all applicable federal, state, and local statutes, laws, rules, codes, professional standards, industry best practices and guidelines, and regulations.

This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Utah without regard to its conflicts of law principles. Venue of any legal proceedings arising from or concerning this Agreement shall be in the applicable court within the State of Utah.

2.29 Licenses

Supplier shall provide to Purchaser all necessary licenses (i.e., software and others as may apply) for certain components of the System and the Work, in accordance with Attachment S, Software Deliverables and Services Agreement. These licenses fees shall be paid and provide all rights described in Attachment S, Software Deliverables and Services Agreement.

2.29.1 FCC Licensed Frequency

- A. **Acquisition.** Supplier warrants that sufficient radio frequency licenses are available for lease to support the equipment and performance requirements under this agreement. Supplier will assist Purchaser in obtaining required licenses, including any coordination with the FCC or other U.S government agency regarding radio transmission.
- B. **Interference.** Supplier agrees to promptly assist and support Purchaser in remedying any frequency interference causing undue system harm or data loss, including where Purchaser experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or U.S. or Canadian other government agency regarding radio transmission.

2.30 Insurance

As additional security for Purchaser and as separate obligation of Supplier not in conjunction with any other provisions of this Agreement, Supplier agrees to carry and maintain the during the term of this Agreement and all warranty periods occurrence-based liability insurance with coverages and limits of liability not less than those shown herein. Each of Supplier's subcontractors, if any, shall also provide and maintain during the term of their respective agreements the insurance coverage in amounts commensurate with the subcontractor's scope for this project and with limits of liability reasonably determined appropriate by Purchaser, but in no event shall such requirements be greater than limits contained herein. In the event work is performed by a subcontractor, Supplier shall be primarily responsible for any liability arising directly or indirectly out of the Services performed that is not otherwise covered by any subcontractor's insurance. All such insurance shall be primary with respect to any other insurance or self-insurance programs afforded to or maintained by or for the benefit of Purchaser and shall not require the exhaustion of any other coverage.

Supplier shall procure at its expense, and maintain, and shall require all of its subcontractors, if any, to procure and maintain in full force during the full term of this Agreement, insurance policies, from an insurer, or insurers, licensed to do business in the State of Utah where the work hereunder is to be performed, and each of such policies shall be in such form and issued by such insurer as shall be reasonably satisfactory to Purchaser; and the said policies shall provide insurance of the type and, at a minimum, in the amounts below indicated:

1. Workers' Compensation Insurance (including Occupational Disease Coverage) and Employer's Liability coverage, with limits as required by applicable law covering all of Supplier's employees, or any individual who may be deemed Supplier's employee, who perform any obligations relating to or under this Agreement. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. Workers' compensation shall include all mandatory coverage required by the State of Utah.
2. Employers Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 per disease/each employee.

3. Commercial General Liability Insurance under an occurrence policy form with a combined single limit of not less than \$5,000,000 per occurrence and \$8,000,000 in the aggregate, including endorsements for Premises/Operations, Personal Injury Liability, Products/Completed Operations, Contractual Liability when assumed under an “insured contract”, and Completed Operations Coverage (minimum 2 years past completion of the Work).
4. Business Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned) with a combined single limit of at least \$2,000,000.
5. Cyber Risk Liability and Technology Errors and Omissions Insurance, with limits of at least \$5,000,000 in the aggregate.
6. Umbrella Insurance (Excess Liability) with minimum limits of \$5,000,000 per occurrence.

Additional Insured: All policies except for Workers’ Compensation/Employers Liability, Cyber Risk Liability and Technology Errors and Omissions Insurance and Pollution Liability shall name, by policy endorsement, Purchaser as an additional insured. If the Commercial General Liability policy includes a “blanket endorsement by contract,” the following language or similar wording included in the certificate of insurance additional insured requirement: The City of St. George Utah with respect to liability caused in the whole or in the part by the Work performed by the Supplier are (included) as additional insureds.

Waiver of Subrogation: Supplier hereby waives all rights of subrogation against Purchaser and its respective directors, officers, members, employees, agents and insurers, and all policies of insurance (except Cyber Risk Liability and Technology Errors and Omissions Insurance) provided for above shall contain a provision and/or endorsement stating that the insurance carriers and underwriters waive all rights of subrogation in favor of Purchaser and its respective directors, officers, members, employees, agents and insurers.

Primary & Non-Contributory: Purchaser and Supplier intend that the Supplier shall ensure that the Commercial General Liability policy purchased and/or maintained in accordance with this section will protect Purchaser and Supplier, and will be primary and non-contributory with any other coverage elsewhere afforded or available to Purchaser, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising out of the Work, and shall not require the exhaustion of any other coverage.

Severability & Cross Liability: The Commercial General Liability policy shall also include standard severability provisions that state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance Commercial General Liability shall not contain a cross liability or a cross-suit exclusion that prevent Purchaser from asserting claims against the Supplier or any other Insured under the policies.

Proof of Insurance and Replacement: The insurance required hereunder shall be maintained in effect during the entire duration of this Agreement. A copy of each of the endorsements and or a certificate or certificates evidencing the existence thereof, shall be delivered to Purchaser prior to the commencement of the Work. Replacement certificates of insurance evidencing continuation of such coverage shall be furnished to Purchaser prior to the expiration of the current policies and

Supplier shall provide Purchaser at least thirty (30) days advance written notice of any cancellation of a required policy. If any insurance policy required herein and maintained by Supplier does not provide advance notice to third parties then, prior to any cancellation of such insurance, Supplier shall provide Purchaser at least thirty (30) days advanced written notice of any cancellation of a required policy and Supplier shall have new insurance policies in place that meet the requirements of this Agreement. Purchaser's receipt of or failure to object to any insurance certificates submitted by Supplier or its subcontractors does not release or diminish in any manner the liability or obligations of Supplier or its subcontractors or constitute a waiver of any of the insurance requirements under this Agreement. Should Supplier or any subcontractor at any time neglect, refuse to provide or cancel the insurance required herein, such failure shall constitute a default under this Agreement, and Purchaser shall have the right to terminate this Agreement under Section 2.41.

2.31 Settlement Preferred

Purchaser and Supplier will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. It is anticipated that the respective Project Managers will confer and attempt to settle a dispute when appropriate before escalating the dispute to appropriate higher-level managers of the Parties, if necessary. Unresolved disputes may either be litigated or, with the mutual consent of the Parties, arbitrated on such terms and conditions as the Parties may mutually agree.

2.32 Indemnification

1. Supplier shall indemnify, defend and hold harmless all Purchaser, Purchaser's officers, directors, partners, employees, consultants, contractors, and agents from and against and in respect to any and all claims, actions, suits, proceedings, demands, assessments, judgments, costs, losses, damages, fines, penalties, fees, and any reasonable expense whatsoever and reasonable fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) brought by a third party, which arises out of personal injury, death, violation of any federal, state, or local law, rule, or regulation, unauthorized disclosure of Confidential Information as defined in Section 2.34, infringement of any third party intellectual property right by any software, intellectual property, equipment, materials, supplies, installation methods used in the Work or the System or the use thereof by Purchaser, and any damage to tangible or intangible property, including the loss of use thereof, hereinafter referred to as "Liabilities" to the extent that such Liabilities were caused in whole or in part by the negligent acts, errors, or omissions of any Supplier, its agents, employees, Subcontractors or others for whom Supplier is responsible, arising out of, in connection with, or as a result of the performance and furnishings of the Work or other services performed by any supplier party for or on behalf of Purchaser. Supplier's obligations under this Section shall be reduced to the extent of the negligence, gross negligence or willful misconduct of Purchaser and Purchaser's officers, directors, partners, employees, consultants, contractors, and agents.
2. Purchaser agrees that it will give prompt written notice to Supplier of any Liabilities asserted against Supplier for which Supplier is responsible for indemnification, in whole or in part.

Upon receipt of such written notice, Supplier shall have the sole right to defend at its own expense, with counsel of its choosing, if asserting a complete defense, without reservation, but reasonably acceptable to Purchaser, any suit, claim, or action brought against any purchaser party based upon such Liabilities. To the extent that Supplier provides a defense with any reservation of rights to disclaim indemnification or the defense, Purchaser shall have the sole right to choose counsel for its defense. In any event, Purchaser agrees to fully cooperate with Supplier in assisting in the defense or settlement of such Liabilities.

3. Supplier agrees that it maintains Insurance (“Insurance”) for purposes of insuring against loss as a result of Liabilities caused in whole or in part by Supplier; such insurance coverage is acknowledged to comply with the requirements as designated in [Section 2.30 \(Insurance\)](#). Supplier understands and agrees and further warrants and represents to Purchaser that, notwithstanding any other provision to the contrary herein contained, Supplier’s Liability for any and all losses, whether to Purchaser or to third parties, resulting from any Liabilities caused in whole or in part by Supplier's negligence shall not be limited to the amount of any insurance proceeds payable to or on behalf of Supplier under such Insurance, and Supplier agrees to immediately indemnify and hold Purchaser harmless for any and all such Liability in excess of such insurance proceeds. Supplier shall furnish written proof of such insurance upon execution of this Agreement, and at least annually to Purchaser with Purchaser as additional named insured.

2.33 Transportation and Risk of Loss

1. Supplier shall be responsible for the proper packaging of equipment, materials, items and components of the System and Work provided or purchased hereunder and shall exercise every precaution to adequately protect all shipments against damage in transit. The method of transportation and routing shall be at the option of Supplier for delivery to the Suppliers provided warehouse. Shipping will be F.O.B. destination, freight prepaid by Supplier. Supplier shall be responsible for correcting and collecting for any damage or loss while the equipment, items, components or materials it ships are in transit, prior to the installation of Supplier installed equipment, receipt of the equipment or materials at Purchaser’s designated destination, and while any such equipment, items, components or materials are in control of any supplier party.
2. Supplier shall provide and clearly identify any "storage" instructions to purchaser prior to time of delivery.
3. Supplier is responsible for inspection of all material delivered to Suppliers local warehouse. If the Equipment delivered does not correspond in quantity, type, or price to those itemized in the shipping invoice or documentation items, Supplier shall take action to ensure any discrepancies are resolved. If any loss of or damage occurs before meters are installed by Supplier or Supplier contractor Supplier must make all repairs or replacements at no cost to the Purchaser.
4. Supplier shall notify Purchaser in writing when any material, equipment, item, or component is ready for shipment. One (1) copy of the notice of shipment covering all items shipped shall be issued by Supplier and forwarded to Purchaser’s office. In addition to the preceding, a complete packing list of every individual item in each box, crate, or other shipping enclosure

shall be sent to Purchaser with a duplicate enclosed with each box, crate, or other shipping container.

2.34 Confidential and Proprietary Information

The following language shall supersede any prior Non-Disclosure Agreement (a.k.a., “Confidentiality Agreement”) entered into by the Parties relating to this AMI System and/or Work upon the execution of this Agreement:

Purchaser is subject to Utah’s Government Records and Access Management Act (“GRAMA”), Utah Code §63G-2. Subject to the requirements of GRAMA, in the course of performing the Work covered by this Agreement, both Parties may disclose certain confidential and proprietary information to the other. Confidential or proprietary information must be of such a nature that it would reasonably be concluded to be of a confidential nature or be clearly marked as confidential or proprietary and may include but is not limited to all data, trade secrets, materials, products, technology, computer programs, designs, drawings, specifications, manuals, business plans and information, marketing plans, financial information, and customer information (including names, addresses, email addresses, telephone numbers, and personal financial information) (“Confidential Information”). Both Parties agree to maintain the confidential and proprietary nature of this information, along with any information developed under this Agreement, and shall disclose it only to its officers, directors, agents, suppliers, consultants, or employees with a specific need to know in the performance of this Agreement. Neither Party shall publish, distribute, or disclose the existence or subject matter of Confidential Information to any third party without prior written consent of the Party providing Confidential Information. Confidential Information shall not include material which: (i) at the time of disclosure is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise; or (ii) is information which Purchaser can show was in its possession at the time of disclosure and was not acquired directly or indirectly from Supplier; or (iii) is information received by Purchaser from a third entity having legal right to transmit the same.

Purchaser owns all data generated by the system specifically and solely for Purchaser. Supplier may access and use Purchaser’s data solely to provide services under this agreement. Supplier must adhere to standard data security standards and shall either: (i) Annually provide Purchaser a copy of its Security and Privacy Controls Attestation covering the security controls relevant to hardware, software, or services provided under this contract and pertaining directly to the Supplier; or (ii) grant Purchaser limited audit rights as reasonably necessary to ensure compliance with data security standards. Supplier shall inform Purchaser of any data security incidents in a timely manner.

Each Party may disclose the other Party’s Confidential Information if and to the extent that such disclosure is required by applicable law or legal process, provided that the receiving Party shall, prior to making such a disclosure, within 10 business days notify the disclosing Party of such requirements (as allowed by law) to afford the disclosing Party the opportunity to seek, at the disclosing Party’s sole cost and expense, a protective order or other remedy. Nothing in this Section limits Purchaser’s ability to release documents to the extent permitted or required by the GRAMA, nor shall Purchaser have any liability to Supplier as a result of a release of documents pursuant to the GRAMA.

Upon request, either Party shall within 10 business days return to the other Party any Confidential Information given to it by the other Party, except that information provided by Supplier to Purchaser for the operation and use of the Work or provisioning the System made part of this Agreement, shall remain with Purchaser as long as Purchaser continues to have the associated software licenses. The Party returning Confidential Information shall destroy or provide to the other Party any documents or other media it created that contains Confidential Information. The Party returning Confidential Information shall certify in writing that such documents or other media it created are destroyed if such is requested.

Disclosure of Confidential Information beyond what is outlined above shall be approved in writing by the other Party in advance of such disclosure.

2.35 Safety and Compliance with Codes and Other Laws

Utah governmental entities are subject to the Government Data Privacy Act Utah Code Ann. §63A-19-101 et seq. The Government Data Privacy Act will be referred to as the "Act" in this section.

Although the current provision references a contract entered into or renewed between a contractor and a governmental entity after July 1, 2026, shall contain specific language, this language will be implemented at this time so that future amendments regarding this Act will be unnecessary. Utah Code Ann. §63A-19-401.4(2).

Therefore, Supplier must comply with the requirements of the Act with regard to the personal data processed or accessed by Supplier as part of Supplier's duties under this contract to the same extent as a governmental entity. All of Supplier's third-party agreements must abide by this Act as well.

It is understood and agreed by the parties hereto that the Purchaser is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. The parties agree that the Purchaser does not waive, and specifically reserves, all immunities, rights, and defenses available to it under the Act. Unless specifically indicated, nothing in this Agreement shall be construed in any way as a waiver of any of the immunities, rights, or defenses to which the Purchaser is entitled under the Act.

Supplier shall at all times be solely responsible for complying with all applicable federal, state, and local laws, ordinances, regulations, and codes in connection with the Work, including those relating to the safety of all persons and property. This shall include obtaining all licenses and permits required for the Work. Notwithstanding the foregoing, the costs associated with the procurement of necessary local permits and licenses to install Data Collection Units will be charged to the Purchaser. Supplier understands that the obligations of the Parties hereunder are subject to the applicable regulations and orders of governmental agencies having jurisdiction in the matters. Should at any point Supplier become aware any unsafe or hazardous areas or conditions in performance of the Work, Supplier will immediately report the said condition to Purchaser.

No obligations shall be imposed upon Purchaser, Purchaser's officers, directors, partners, employees, consultants, and agents to review or supervise Supplier's compliance with any safety measures, laws, ordinances, regulations, or codes. Supplier is solely responsible for its acts, errors,

and omissions and the acts, errors, and omissions of any Subcontractor, of any Supplier or of any other individual or entity engaged by Supplier to perform any of the Work.

2.36 Site, Supervision, and Safety

Supplier shall at all times take all reasonable precautions for the safety of Supplier employees on the work site, and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes, as well as the safety rules and regulations of Purchaser. The Purchaser shall provide Supplier with all safety policies and procedures to ensure compliance.

The following provisions shall not limit the generality of the above requirements:

1. Supplier shall at no time and under no circumstances cause or permit any employee of Supplier to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified or agreed to in writing.
2. Supplier shall conduct the Work so as to cause the least possible obstruction of public highways.

2.37 Time is of Importance

Time is of the utmost importance and shall remain a material element of this Agreement, and no acts of Purchaser, including without limitation, modifications of this Agreement or acceptance of late deliveries, shall constitute waiver of this provision. Purchaser also reserves the right to refuse or return at Supplier's risk and expense shipments made in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates. Supplier shall notify Purchaser in writing immediately of any actual or potential delay to the performance of this Agreement and such notice shall include a revised schedule and shall not constitute a waiver to Purchaser's rights and remedies hereunder. Notwithstanding the reference to time being a material element in this Paragraph or any other Section of this Agreement, the Purchaser's remedies for delays in delivery are limited to remedies set forth in this Agreement.

2.38 No Implied Waiver

Either Party's failure to insist upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of terms of this Agreement. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing by a duly authorized representative of the waiving Party.

2.39 Right to Cure

If default shall be made by the Supplier in the performance of any of the terms of this Agreement, Purchaser, without in any manner limiting its legal and equitable remedies in the circumstances may provide to Supplier a written notice requiring Supplier to cause such default to be corrected forthwith. Unless within thirty (30) days (or as otherwise mutually agreed) after the provision of such notice to Supplier such default shall be corrected or arrangements for the correction thereof

satisfactory to Purchaser shall be made by the Supplier, Purchaser shall be entitled to any right or remedy available herein or existing at law or in equity including termination of this Agreement

2.40 Limitation of Liability

Except for the exclusions found in the subsequent paragraph in this section, the total aggregate liability of Supplier to Purchaser for any and all liability arising out of or connection with this Agreement shall be limited to the Contracted Amount of this Agreement. The foregoing limiting liability expressly does not apply to: (a) indemnification obligations; (b) breaches of confidentiality; (c) IP infringement claims; (d) Supplier's gross negligence; (e) insurance coverages and the terms and obligations provided under such insurance coverages; or (f) Supplier's willful misconduct.

IN NO CASE SHALL SUPPLIER BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, OR FOR THE LOSS OF BENEFIT, PROFIT, REVENUE OR DATA, EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT SUCH LOSSES, DAMAGES, EXPENSES ARISE BASED ON A CLAIM ADJUDICATED AND AWARDED BY A COURT. THIS LIMITATION ON DAMAGES SHALL NOT APPLY TO ANY LOSSES, DAMAGES, OR EXPENSES TO THE EXTENT SUCH DAMAGES ARE COVERED BY THE INSURANCE POLICIES REQUIRED UNDER THIS AGREEMENT OR ARE SUBJECT TO THE INDEMNIFICATION OBLIGATIONS HEREIN.

2.41 Termination

Purchaser may terminate this Agreement with or without cause, in whole or in part, at any time by upon providing thirty (30) days prior written notice to Supplier. In the event that the termination is for Supplier's non-performance or default, Purchaser shall provide Supplier written notice and the right to cure as set forth in Section 2.39. Default includes, but is not limited to, (1) Supplier's failure to provide support for Software to enable operation of the Equipment; (2) Supplier's failure to maintain insurance coverage under this Agreement; (3) Supplier becoming insolvent, committing any act of bankruptcy, making a general assignment for the benefit of creditors, or becoming the subject of any proceeding commenced under any statute or law for the relief of debtors; or (4) a receiver, trustee or liquidator of any property or income of Supplier is appointed; or (5) Supplier(a) defaults in any material manner in the performance of Supplier's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement and (b) fails, within thirty (30) days (or as otherwise mutually agreed) after written notice thereof from Purchaser, to take reasonable steps to remedy such default. Supplier shall also be subject to any claim Purchaser may have against Supplier under other provisions of this Agreement, or as a matter of law. In the event of default, Supplier shall be entitled to the balance of all outstanding undisputed invoices and for all actual labor and material costs incurred prior to such termination notice in accordance with Attachment B. However, the amount of such invoices may be deducted from any documented damages Purchaser sustains as a result of Supplier's non-performance or default. Should Supplier make available other Software for Purchaser at a price increase of 20% or more and Purchaser declines use of the Software, Purchaser may terminate the Agreement for cause.

Following the period to cure, Supplier shall also be subject to any claim Purchaser may have against Supplier under other provisions of this Agreement or as a matter of law.

In the event termination is without cause, Supplier shall be entitled to receive: (1) the price due Supplier for the Work performed, the Equipment delivered, the Software licensed and the Services performed; (2) the price for Equipment manufactured but not delivered prior to the effective date of termination if Purchaser desires to purchase such Equipment; and (3) all labor and material costs reasonably incurred by Supplier prior to the effective date of termination, not covered under (1) or (2), above;.

No Supplier costs incurred after the effective date of the notice of termination shall be treated as a reimbursable cost unless it relates to performing the portion of the Work not terminated, or taking measures reasonably required to comply with Purchaser's notice of termination in a prudent and business-like manner.

Upon receipt of a notice of termination of some or all of the System, Supplier shall discontinue the provisioning of the System and make commercially reasonable efforts to cancel all subcontracts, orders and other agreements, or portions thereof that involve the terminated System. Purchaser shall not be liable for any damage to any subcontractor in case of termination.

Supplier will also make commercially reasonable efforts to preserve the terminated portion of the System regardless of location, assist with inventory of the terminated System, identify outstanding orders and subcontracts, and as requested by Purchaser, transfer title to the Equipment System to Purchaser.

Supplier shall not be entitled to damages resulting from termination of any Work or provisioning of the System, including loss of anticipated revenue or costs such as idle personnel or equipment.

Supplier may terminate this Agreement upon delivery to Purchaser of a written notice of termination. Such notice of termination shall be given to Purchaser at least thirty (30) days prior to the effective date of such termination. Such notice of termination may be given for any one of the following reasons: (1) If Purchaser shall become insolvent, commit any act of bankruptcy, make a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors; or (2) if a receiver, trustee or liquidator of any property or income of Purchaser is appointed; or (3) if Purchaser: (a) defaults in any material manner in the performance of Purchaser's obligations under any of the terms, provisions, conditions or covenants contained in this Agreement and (b) further fails within thirty (30) days (or as otherwise mutually agreed) after written notice thereof from Supplier to take reasonable steps to remedy such default. Purchaser shall also be subject to any claim Supplier may have against Purchaser under other provisions of this Agreement, or as a matter of law.

2.42 Extension to Successors and Assigns

Each and all of the covenants, obligations and agreements contained in this Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

2.43 Expenses and Fees

In the event of a default under this agreement, if the non-defaulting Party resorts to legal proceedings of any kind to resolve a dispute or to enforce or protect their rights under this agreement, the non-defaulting Party will be entitled to recover, upon demand, from the defaulting Party all reasonable out-of-pocket expenses, including Legal Costs, incurred by the non-defaulting Party relating to said legal proceedings for resolution of a dispute or enforcement or protection of rights under this Agreement, including but not limited to, costs of collection. “Legal Costs” means the reasonable out-of-pocket expenses incurred by it, including legal fees.

2.44 Intellectual Property Infringement

Supplier shall indemnify, defend and hold harmless Purchaser, Purchaser’s officers, directors, partners, employees, consultants, and agents from and against and in respect to any and all claims, actions, suits, proceedings, demands, assessments, judgments, expenses, costs, losses and damages and reasonable fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising from any and all claims, suits, and proceedings for the infringement of any third party intellectual property right in effect in the United States by the Software, Equipment provided or Services performed by the Supplier. Such indemnification is provided that (1) Purchaser promptly, and in any event, within fourteen (14) days of becoming aware of a claim, notifies Supplier in writing of such claim; (2) Purchaser makes no admission of liability and does not take any position adverse to Supplier; (3) Purchaser provides Supplier with full disclosure and fully cooperates with Supplier in assisting in the defense or settlement of such claim; and (4) the Supplier shall, at its own cost, , have the sole right to conduct the defense of any suits, which may be instituted by any Party against the Purchaser for alleged infringement of intellectual property rights relating to the Supplier’s performance hereunder.

In the event that any such Equipment sold or Software licensed or Services furnished hereunder are held in such suit to be infringing or misappropriating or their use by Purchaser is enjoined or limited in any manner, or Supplier believes that such holding or enjoining is likely, Supplier shall at its sole option and expense: (i) procure for Purchaser the right to continue use of such Equipment, Services or Software; or (ii) replace or modify the same with an equivalent non-infringing product with functionality substantially similar to the product it is replacing; or (iii) failing (i) or (ii), take back infringing the Equipment, Software or Services and refund the price received by Supplier attributable to the infringing Equipment, Software or Services. Notwithstanding the foregoing, Supplier shall not be liable for any claim based upon: (a) the combination or use of the Equipment or licensed Software with any other equipment or software not supplied or authorized by Supplier; (b) Purchaser’s possession or use of any altered version of the Equipment or licensed Software unless such alteration has been performed or expressly authorized by Supplier; (c) failure of Purchaser to implement within a reasonable time any update provided by Supplier that would have prevented the claim; or (d) Equipment or Services made or performed to Purchaser’s specifications.

Supplier’s exclusive liability for intellectual property infringement by Equipment, Software and Services is as stated herein.

2.45 Legal Notices

Any notice required or permitted by this Agreement or given in connection with it shall be in writing and shall be given to the appropriate Party by personal delivery, certified mail, or other recognized delivery service that confirms delivery .("Legal Notice") All Legal Notices required, permitted, or desired to be given hereunder shall be deemed duly given and effective (i) when received after being delivered by hand or (ii) three (3) days after being deposited with the United States Postal Service, properly addressed, or (iii) received when sent by registered or certified mail, return receipt requested, postage prepaid. Any Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other Parties in the manner provided in this Paragraph.

Legal Notices to Purchaser shall be sent to:

City of St. George
175 E 200 N
St. George, UT 84770
Attn: City Attorney
Copy: legal@sgcityutah.gov

Legal Notices to Supplier shall be sent to:

Aclara Technologies
Attention: Legal Department
77 Westport Plaza, STE 500
St. Louis, MO 63146

2.46 No Construction Against Drafter

This Agreement has been negotiated and prepared by Purchaser and Supplier and the Parties' respective attorneys and, should any provision of this Agreement require judicial interpretation, the court interpreting or construing such provision shall not apply the rule of construction that a document is to be construed more strictly against one Party.

2.47 Force Majeure

Neither Purchaser nor Supplier shall be considered in default in the performance of its obligations under this Agreement to the extent that the performance of its obligations is prevented or delayed by any cause beyond the Party's control, including without limitation: acts of God; acts or omissions of governmental authorities; acts of public enemy; wars; blockades; riots; civil disturbances; floods; hurricanes; tornadoes; and any other similar events, acts, or conditions (individually and collectively referred to as "Force Majeure").

In the event that either Party's performance is prevented or delayed by a cause beyond its control, such Party shall inform the other party in writing within ten (10) business days such Party discovers the event causing or likely to impact its performance.

2.48 Conflict

Except as the Parties may otherwise explicitly agree, pursuant to the terms of this Agreement pertaining to any changes to the Work or amendments to this Agreement, the following rules of conflict shall apply:

1. In the event of a conflict between this Agreement and the terms or conditions of any attachments to this Agreement, the terms and conditions of this Agreement shall control.
2. In the event of a conflict between this Agreement and a purchase order and/or commitment, including any specifications attached thereto, this Agreement shall control.

The order of precedence of the agreement documents are stated in Section 2.2. In the event of an ambiguity in the specifications, drawings, or other requirements of this Agreement, the Parties shall cooperate and work in good faith to mutually resolve the interpretation of such ambiguity, and written approval shall be obtained by Supplier before proceeding. In the event of a dispute between the parties on a particular interpretation of ambiguity (“Disputed Issue”), Supplier shall continue to provide all services disconnected from the Disputed Issue.

2.49 Severability

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Purchaser and Supplier who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision, provided that such stricken clause is not material to the performance of this Agreement and neither Party is aggrieved by the omission of such clause or the reformation of this Agreement.

2.50 Amendment

Notwithstanding the requirements for Change Orders described above, this Agreement may not be changed, amended, modified or released or discharged, in whole or in part, except by an instrument in writing referred to as an amendment to this Agreement signed by authorized representatives of both Parties hereto.

2.51 Section Titles

The section and subsection names in this Agreement are only provided for convenience. In no way do the section and subsection names restrict the applicability of the requirements to the topic area given in the section or subsection name. For example, it is possible requirements under a section labeled “hardware” could actually include software requirements unrelated to the section or subsection title. Furthermore, it is possible that requirements listed under a particular section or subsection name are not all the requirements for that topic within this Agreement, as requirements on that topic may be listed in other sections, subsections, or Attachments.

2.52 Nondiscrimination

Supplier hereby warrants and agrees that Supplier will not discriminate against a protected class, as defined under US labor and employment laws, in employment, subcontracting practices, or the solicitation or hiring **of vendors or suppliers in connection with this Agreement.**

2.53 Survival

The rights and obligations of the Parties under this Agreement that would by their nature survive the expiration or termination of this Agreement, including but not limited to those pertaining to further assurances, confidentiality, applicable laws and courts, safety and compliance with codes and other laws, warranty, indemnification, insurance, limitations of liability, and severability shall survive the expiration or termination of this Agreement.

2.54 Authorization and Effective Date

In witness whereof, the Parties have, by their duly authorized representatives, executed this Agreement as set forth below and this Agreement is effective on the latest signature date indicated below.

City of St. George

Aclara Technologies LLC

By: _____

Michele Randall, Mayor

By: _____

Name, Title

Date: _____

Date: _____

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Kristopher Pearson, Assistant City Attorney

Reviewed by:

Bryan Dial, Energy Services Director

Attachments

It is hereby mutually agreed by the Parties that the following list documents are included as part of this Agreement and herein incorporated by reference for all purposes:

Diagrams

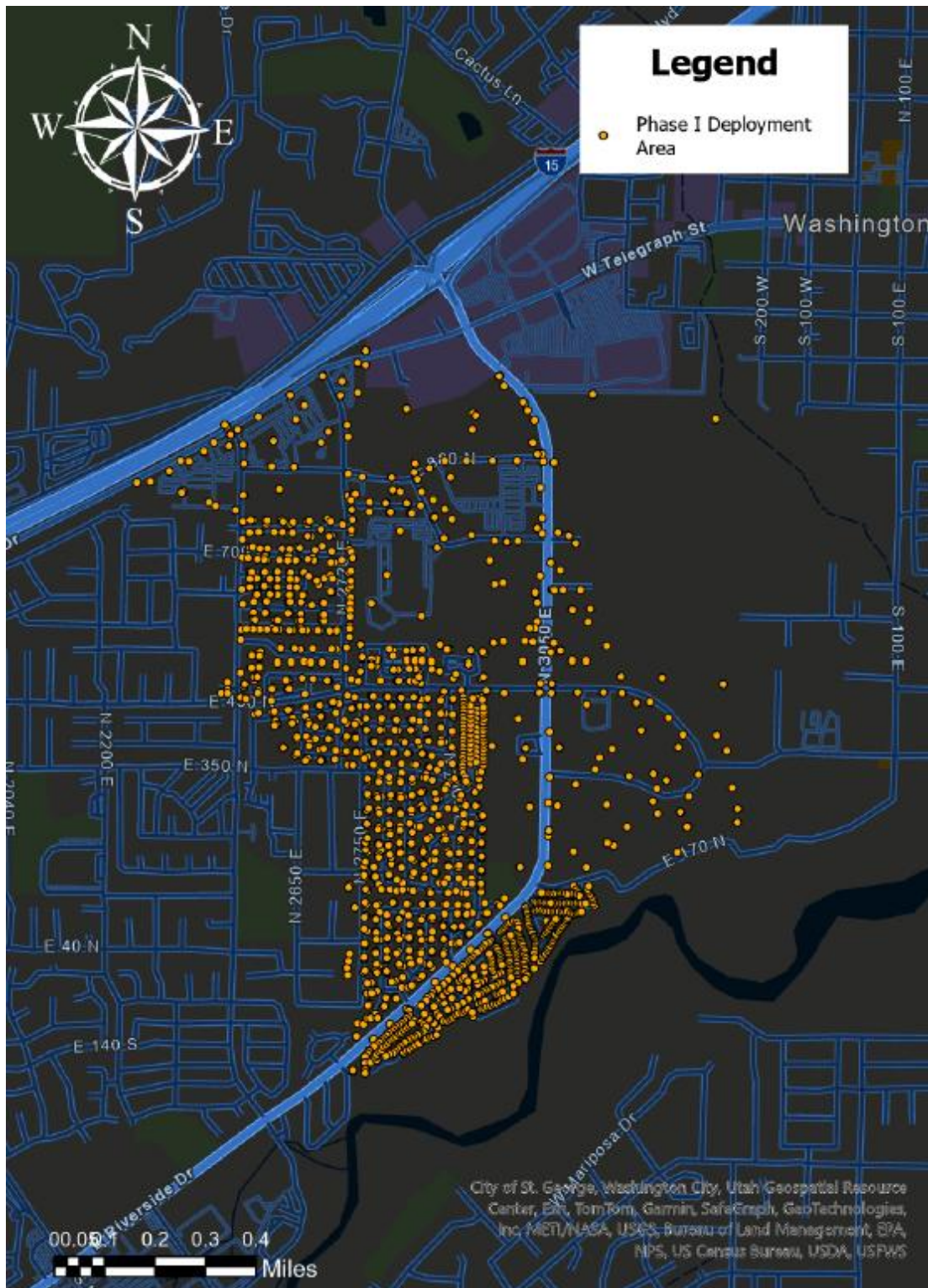
- Diagram 1: Initial Deployment Area for Electric Meters/Modules

Attachments

- Attachment A Requirements (confidential)
- Attachment B Pricing Schedule and Bill of Materials (confidential)
- Attachment C Reserved
- Attachment D-1 Electric AMI Initial System Acceptance Test (ISAT)
- Attachment D-2 Reserved
- Attachment E-1 Electric AMI Final System Acceptance Test (FSAT)
- Attachment E-2 Reserved
- Attachment E-3 MDMS System Acceptance Test (SAT)
- Attachment E-4 Reserved
- Attachment F-1 Reserved
- Attachment F-2 Purchaser Interface Summary and System of Truth (Confidential)
- Attachment F-3 Multispeak Use Cases
- Attachment G Reserved
- Attachment H Propagation Study (confidential)
- Attachment I-1 Support of Edge Computing (Confidential)
- Attachment I-2 Support of Real-time Applications (Confidential)
- Attachment I-3 Reserved
- Attachment I-4 Reserved
- Attachment I-5 Reserved

- Attachment J Reserved
- Attachment K Statement of Work (Confidential)
- Attachment L Reserved
- Attachment M Supplier AMI Equipment Warranty
- Attachment N Reserved
- Attachment O Reserved
- Attachment P Reserved
- Attachment Q Reserved
- Attachment R Reserved
- Attachment S Software Deliverables and Services (Confidential)
- Attachment T Reserved

Initial Deployment Area for Electric Meters/Modules



Agenda Date: 08/21/2025

Agenda Item Number: 03

Subject:

Consider approval of Resolution No. 2025-018R approving an Interlocal Agreement between the City and the Washington County Water Conservancy District regarding the Graveyard Wash Reservoir and the Sand Hollow Mitigation Area.

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: n/a

Address/Location:

n/a

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

This resolution is to adopt an Interlocal Agreement with the WCWCD regarding the ownership, operation, and maintenance of the Graveyard Wash Reservoir and the Sand Hollow Mitigation area. The Graveyard Wash Reservoir will be owned and operated by the City. The WCWCD has contributed some funds and property for the construction of the reservoir. The City will operate and maintain the reservoir for the benefit of the City, as well as the overall region.

Staff Narrative (need/purpose):

The Interlocal Agreement clarifies the ownership, operations, and maintenance of the Graveyard Wash Reservoir. The District is contributing some funding and property for the reservoir. The City will own, operate, and maintain the reservoir. The wetlands mitigation for the reservoir will occur on City property adjacent to the Sand Hollow Wash. The City will construct and maintain the mitigation area and ensure that the mitigation area is protected from development in the future.

Name of Legal Dept approver: Alicia Calrton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff Recommends approval of the resolution

Attachments

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF ST. GEORGE AND THE WASHINGTON COUNTY WATER CONSERVANCY
DISTRICT REGARDING THE GRAVEYARD WASH RESERVOIR AND THE SAND
HOLLOW MITIGATION AREA**

WHEREAS, pursuant to Utah Code Annotated § 11-13-1 *et seq.*, the Interlocal Cooperation Act (the "Act") public agencies are authorized to enter into mutually advantageous agreements for joint or cooperative action, and the Parties are public agencies as defined in Utah Code Annotated 11-13-103(19); and

WHEREAS, the purpose of the Agreement is to establish a collaborative framework between the City and the District for the development and operation of the Graveyard Wash Reservoir (Reservoir) and Sand Hollow Wash Mitigation Area (Mitigation Area); and

WHEREAS, the Agreement outlines the roles, responsibilities, and financial commitments of the City and the District in permitting, designing, constructing, and operating the Reservoir and Mitigation Area in furtherance of long-term regional water resiliency and sustainability; and

WHEREAS, the District, in partnership with the City and Ash Creek Special Service District, is designing, permitting, constructing, and operating the Regional Reuse Purification System (System). The System is an integrated water infrastructure network comprised of reclamation facilities, advanced water purification technology, conveyance infrastructure, and storage facilities. It is a critical strategy developed to produce a local, reliable, drought-proof water source that can meet Washington County's water needs now and in the future.

WHEREAS, as part of the System, the Reservoir will store Type I reuse water from the St. George Regional Water Reclamation Facility. This stored water will serve irrigation demands and free up current irrigation water sources, such as water from Gunlock Reservoir, for drinking water. The District's planned Westside Water Treatment Plant will treat the exchanged Gunlock Reservoir water to drinking standards for delivery to its Regional Water Supply Agreement partners, including the City.

WHEREAS, the Reservoir will be designed, constructed, owned, and operated by the City. In support of this effort, the District has contributed technical expertise and incurred attorney and consultant fees supporting the City in (a) securing environmental permits and state discharge permits, (b) performing design review, (c) acquiring private land for the Reservoir, and (d) identifying and developing required plans for the Mitigation Area.

WHEREAS, this Agreement will not supersede nor preclude any other agreements which are made or which will be made by any Party with any other Party.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. George, that it authorizes the Mayor to execute the Interlocal Agreement between the City of St. George and the Washington County Water Conservancy District, attached hereto as Exhibit "A".

PASSED AND ADOPTED by the City Council of the City of St. George this ____ day of _____, 2025.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Alicia Carlton, Assistant City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ST. GEORGE AND THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT REGARDING THE GRAVEYARD WASH RESERVOIR AND THE SAND HOLLOW MITIGATION AREA

Effective _____, this Interlocal Agreement (Agreement) is made between Washington County Water Conservancy District (District) and St. George City (City). The District and the City may be referred to herein individually as a "Party" or collectively as the "Parties."

I. AUTHORITY

The statutes authorizing the District to enter into this Agreement and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act), 17B-1-101 *et seq.* (Special Districts), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes authorizing City to enter into this Agreement and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act) and 10-8-1 *et seq.* (Municipal General Powers).

II. PURPOSE

The purpose of this Agreement is to establish a collaborative framework between the District and City for the development and operation of the Graveyard Wash Reservoir (Reservoir) and Sand Hollow Wash Mitigation Area (Mitigation Area). This Agreement outlines the roles, responsibilities, and financial commitments of each Party in permitting, designing, constructing, and operating the Reservoir and Mitigation Area in furtherance of long-term regional water resiliency and sustainability.

III. BACKGROUND

The District, in partnership with the City and Ash Creek Special Service District, is designing, permitting, constructing, and operating the Regional Reuse Purification System (System). The System is an integrated water infrastructure network comprised of reclamation facilities, advanced water purification technology, conveyance infrastructure, and storage facilities. It is a critical strategy developed to produce a local, reliable, drought-proof water source that can meet Washington County's water needs now and in the future.

As part of the System, the Reservoir will store Type I reuse water from the St. George Regional Water Reclamation Facility. This stored water will serve irrigation demands and free up current irrigation water sources, such as water from Gunlock Reservoir, for drinking water. The District's planned Westside Water Treatment Plant will treat the exchanged Gunlock Reservoir water to drinking standards for delivery to its Regional Water Supply Agreement partners, including the City.

The Reservoir will be designed, constructed, owned, and operated by the City. In support of this effort, the District has contributed technical expertise and incurred attorney and consultant fees

9. Design, permit, construct, and maintain the Mitigation Area in compliance with applicable laws and permits, including those issued by the United States Army Corps of Engineers (Corps) pursuant to Clean Water Act § 404, 33 U.S.C. § 1344.

V. PAYMENT TERMS

The District's financial contribution under Section IV(A)(4) shall be contingent upon contract award by the City for construction. The City shall maintain records of all expenditures related to the Reservoir and provide the District access to such records upon written request.

VI. MITIGATION AREA

Guidance issued by the Corps provides that "Conservation Land Use Agreements ... can be used when the governmental entity is already the owner of the compensatory mitigation land and no transfer of title will be required. These types of arrangements may also be necessary when a governmental entity is responsible for providing compensatory mitigation, and uses government land for a compensatory mitigation project, but cannot use a conservation easement or deed restriction to provide long-term protection because of statutory or regulatory restrictions applicable to government lands." *See* Corps, Compensatory Mitigation Site Protection Instrument Handbook for the Corps Regulatory Program (Guidance) at 9 (2016).

Consistent with the above Guidance, the City currently owns and operates the Mitigation Area and is responsible for providing compensatory mitigation for permitting and construction of the Reservoir. The Mitigation Area will be included and protected in compliance with applicable laws and permit requirements and pursuant to the City Park & Trail Master Plan.

Pursuant to the Compensatory Mitigation Plan Graveyard Wash Reservoir Project, Corps File No. SPK-2004-50485 (Mitigation Plan), the City agrees to develop and protect the Mitigation Area in compliance with applicable laws and permit requirements, to achieve the following objectives: (a) create new, high-value, wetland acreage; (b) enhance streams and wetlands in locations of low species diversity, low quality habitat, and/or where natural stream and wetland functions are impaired; and (c) preserve high functioning wetlands and stream segments.

To achieve the Mitigation Plan objectives, during the construction and initial monitoring phase, the City agrees to allocate sufficient funds in its capital budget to support all necessary activities, including site preparation, planting, irrigation setup, invasive species control, and initial monitoring. These costs will be included in itemized budgets and account for contingencies needed for adaptive management. To support the Mitigation Plan's long-term success, the City agrees to allocate sufficient additional funds in its capital budget to cover ongoing maintenance and monitoring efforts such as weed control, irrigation, fence maintenance, and any required replanting. These funds will extend through the required monitoring period and will remain sufficient to support site management beyond that period, as necessary. The City shall manage these funds, ensuring they remain available until performance milestones, as determined by the Corps, are met pursuant to the terms of the Clean Water Act § 404 Permit.

12. Laws and Regulations. Any and all actions performed pursuant to this Agreement will comply fully with all applicable Federal, State and local laws and regulations.

13. Points of Contact. Each Party designates below a primary point of contact ("POC") to coordinate all matters concerning the carrying out of activities under this Agreement. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Morgan Drake	533 E Waterworks Dr. St. George, UT 84770	435.673.3617	morgan@wcwcd.gov
City	Kade Bringhurst	811 E Red Hills Pkwy St. George, UT 84770	435.627.4850	Kade.bringhurst@sgcityutah.gov

Entered into and effective on the date first written above:



Zachary Renstrom, General Manager
Washington County Water Conservancy District

Michele Randall, Mayor
St. George City

ATTEST:

Christina Fernandez, St. George City Recorder

APPROVED AS TO FORM:

Alicia Carlton, St. George City Assistant City Attorney



Counsel for Washington County Water Conservancy District



Agenda Date: 08/21/2025

Agenda Item Number: 04

Subject:

Consider approval of Ordinance No. 2025-062 amending the Tech Ridge Planned Development Mixed Use Zone on approximately 4.9 acres located at 400 South Tech Ridge Parkway. (Tech Ridge Area 1.2 Case No. 2025-PDA-016)

Item at-a-glance:

Staff Contact: Brenda Hatch

Applicant Name: Dwell Design Studio

Reference Number: 2025-PDA-016

Address/Location:

400 South Tech Ridge Parkway

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

The proposal is for a five-story 199-unit residential multi-family building and adjacent parking garage. The underlying general plan is COM (commercial). The applicant has requested a reduction in parking requirements based on Section 4.7.9 Transportation Demand Management Plan Reduction of the Tech Ridge Zone Plan. At their meeting held on July 22, 2025, the Planning Commission held a public hearing, and recommended approval with no reduction to the parking requirement. The Planning Commission's vote was 7-0; there were nine public comments.

Staff Narrative (need/purpose):

The proposal is for a five-story 199-unit residential multi-family building and adjacent parking garage located in District 1 of Tech Ridge, Tech Commons. The applicant has requested a reduction in parking requirements based on Section 4.7.9 Transportation Demand Management Plan Reduction of the Tech Ridge Zone Plan.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

At their meeting held on July 22, 2025, the Planning Commission held a public hearing, and recommended approval with no reduction in the parking requirement with a vote of 7-0; there were nine public comments.

Attachments

Planned Development Amendment

PLANNING COMMISSION AGENDA REPORT: 07/22/2025
CITY COUNCIL AGENDA REPORT: 08/21/2025

Tech Ridge Area 1.2 Planned Development Amendment (Case No. 2025-PDA-016)		
Request:	Consider a Planned Development Amendment for a 5-story 199-unit residential multi-family building and adjacent parking garage.	
Applicant:	Dwell Design Studio	
Representative:	Jason Shimp	
Location:	400 South Tech Ridge Parkway	
General Plan:	COM (Commercial)	
Existing Zoning:	PD-MU (Planned Development Mixed-Use)	
Surrounding Zoning:	North	PD-MU (Planned Development Mixed-Use)
	South	PD-MU (Planned Development Mixed-Use)
	East	PD-MU (Planned Development Mixed-Use)
	West	PD-MU (Planned Development Mixed-Use)
Land Area:	Approximately 4.9 acres	



BACKGROUND:

The Tech Ridge Development has its own unique Zone Plan that was adopted in 2021. This is a Planned Development Amendment for Area 1.2. There are five districts in the Tech Ridge Zone Plan. Planning area 1.2 is located in District 1, Tech Commons.

The Tech Ridge Zone Plan limits the total number of residential units to 2,400. Additionally, Section 2.7 of the Zone Plan requires that the development adheres to specific residential to commercial ratios, stating that there shall not be more than 2.5 residential units for every 1,000 square feet of gross commercial space (office/retail/hotel) within District 1.

The current project includes 199 residential units. To comply with the aforementioned ratio, this project would necessitate 79,600 square feet of commercial space in District 1. Presently, the total commercial building square footage in District 1 is 59,000 square feet, which means an additional 20,600 square feet of commercial space needs to be built to meet the ratio requirements for this project. Tech Ridge also has a temporary container park used as commercial space with 5,504 square feet of space.

The Zone Plan states that the City reserves the right to deny or withhold approval of any final plat maps or Zone Change Amendments for new residential units until the project achieves compliance.

Furthermore, the Development Agreement specifies that the City may not issue a building permit for residential units on any lot within the project if such a permit would cause the developer to exceed a ratio for every one thousand (1,000) gross square feet of space in commercial uses.

Please note that the applicant has acknowledged in their narrative that building permits for this project will not be issued until building permits have been issued for the remaining square footage of commercial projects.

As part of the zone plan, parkland improvements are scheduled. Section 2.8 of the Zone Plan specifically addresses the requirement to maintain reasonable progress toward the parkland improvement goal on a minimum of 60 acres for the entire project.

District 1 has 30.5 developable acres, with 10.7 minimum acres of park improvement land. In District 1, the Developer recently finished "The Stairs at Tech Ridge" and a 0.6-mile section of the Rim Trail, which extends south to the intersection of the Jerry Rice Trail. Currently, the next section of the Rim Trail is under construction. This upcoming section will continue south along the west side of the project and connect to the top of Cloud Drive near Plan Area 5.2. The park land identified as "Parcel A" (3.78 acres) of the Tech Ridge Plan Area 1.6 Final Plat is currently being designed and will be submitted to the City soon for review and approval, after which development will commence.

PARKING

Minimum parking standards in the Zone Plan call for two spaces per unit plus one guest parking space per every three dwelling units. The applicant has asked for a reduction in parking requirements based on Section 4.7.9 Transportation Demand Management Plan Reduction, of the Zone Plan. This section states that the reduction depends on the type

and extent of the Transportation Demand Management Plan (TDM). According to the minimum parking standards, this development would be required to provide 464 spaces. The applicant is proposing 396 spaces, reducing the total by 68 spaces for a total of a 15% parking reduction.

The TDM compared the proposed development with other developments in the area based on average bedroom counts per unit and the rate of parking spaces per unit. This development will include 29 studio apartments, 81 one-bedroom units, 84 two-bedroom units, and 5 three-bedroom units, with an average of 1.47 bedrooms per unit.

Regarding the proposed parking reduction, the development's parking ratio would be 1.67 spaces per unit, in addition to the full guest parking requirement of 1 space per three units.

The proposed development will feature 62 spaces in the parking lot and an additional 16 on-street parking spaces. These spaces are located outside the parking garage and will likely be utilized by guests.

Bicycle parking will also be provided in a secure area within the vehicular parking garage and will feature 80 regular bicycle parking spaces and 12 electric bicycle parking spaces, complete with a repair shop.

The chart below provides a comparison of multi-family residential properties in St. George with the proposed development. Please note that the rate of spaces per unit includes guest parking.

Site	Average bedrooms per unit	Rate(spaces per unit)
Canyon Point Apartments	2.71	1.50
Oasis Palms	2.08	1.64
Falls at Mesa Point	1.99	1.90
Joule Plaza	1.46	1.67 (excluding commercial spaces)
Canyon View Apartments (approved 7/17/2025)	1.54	2.02
Proposed Tech Ridge Area 1.2	1.47	1.99

The applicant has proposed providing the following strategies listed in the TDM to reduce parking demand at this site:

- Pickup/drop-off curb space is planned for ride-share companies such as Uber and Lyft. A designated waiting area will be established inside the lobby for rideshare passengers
- A Bicycle share program is planned for the development that will facilitate active transportation through the neighboring streets and trail networks
- Bike-repair space located on-site will also facilitate active transportation
- A future Sun Tran bus route has been proposed for the Tech Ridge Area but is pending approval from the City. This route will connect the project to the greater St. George area and allow for connectivity to the surrounding bus routes throughout Washington County

- The trail systems and mixed-use nature of the Tech Ridge development will likely reduce the demand for motorized transportation

The Transportation Demand Management Plan is attached as Exhibit B to this staff report.

ZONING REQUIREMENTS

The following table lists the planned development requirements found in the zoning regulations, the proposals for Planning Area 1.2, along with the staff's comments.

Zoning Requirements - Planning Area 1.2		
Regulation	Proposal	Staff Comments
Setbacks	The required setbacks from property line are: 0' (Tech Ridge Dr.) 10' (Don Lee Dr. and Tech Ridge Pkwy.)	The site plan appears to meet these setbacks; this will be verified during the site plan review process.
Temporary Buildings	None	N/A
Pedestrian Circulation Plan	The site plan provided shows the proposed pedestrian circulation plan.	Staff will ensure the pedestrian access is installed during the building process.
Uses	The proposed use is multi-family residential.	This use is allowed. The use list is found in Table 5-5-1(pg. 45) of the Tech Ridge Zone Plan.
Height and Elevation	Building 58'2-5/8" Parking garage 43'9"	Area 1.2 allows 40', 55', 65' and 85' buildings This building and garage are in the 65' and 85' area of the 1.2 planning area. Both meet the height requirements.
Phasing Plan	There is no phasing in this project.	No comment
Landscape Plan	A conceptual landscape plan was submitted.	The conceptual plan appears to meet the Zone Plan; this will be verified during the site plan review process.
Utilities	None shown	All utilities will be required to be underground, and all transformer equipment must be screened. We will ensure this is completed during the site plan approval process.
Signs	No signs have been requested in this application.	All signs will need to adhere to the Zone Plan (pg. 52). The applicants will be required to pull a sign permit when they want to install signs.
Lighting	Street lighting will follow city standards and pedestrian lighting will be on bollards.	The lighting will follow the Lighting Plan found in the Zone Plan (pg. 50). A photometric plan was submitted and meets City code.
Lot Coverage	Lot coverage on the proposed development is 54%	The Zone Plan allows for up to 95% lot coverage.
Solid	The location is shown.	During the site plan review, the location

Waste		and details of solid waste will be reviewed and required to be compliant.
Parking	Parking Provided: 396 spaces (including off-street parking, which is allowed in the Tech Ridge Zone Plan) asking for a reduction of 68 spaces.	The parking requirement in the Tech Ridge Zone Plan is: <u>Residential: Multi-unit Dwelling</u> 2.0 spaces per unit plus 1 guest parking space per 3 dwelling units = 464 spaces The applicant has provided a Transportation Demand Management Plan to justify the parking reduction. It is attached to the staff report as Exhibit B.
EVCS And Bike Parking	Bike storage and EV parking are shown on the site plan.	10 EV parking spaces are shown, 38 EV ready spaces are shown, there is a bike storage room in the parking garage.
Amenities	The site plan shows a dog park and pool.	The Tech Ridge Zone Plan requires two amenities for 101-200 units. The proposal meets the requirement.

RECOMMENDATION:

At their meeting on July 22, 2025, the Planning Commission held a public hearing and recommended approval with no reduction in the parking requirement with a 7-0 unanimous vote; there were nine public comments.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with conditions.
3. Recommend denial.
4. Continue the proposed Planned Development Amendment to a specific date.

FINDINGS FOR APPROVAL:

1. The proposed development meets the Tech Ridge Zone Plan requirements.
2. This proposed development supports the General Plan by ensuring Neighborhood Areas integrate a variety of housing sizes and options through code amendments and aligning with the Moderate-Income Housing Plan.
3. This proposed development supports the General Plan by providing a mix of uses, recognizing that commercial and residential developments are symbiotic, and a mix of uses can solidify economic vitality.

Exhibit A Narrative

Tech Ridge 1.2

This project is a 5-story residential building with residential (R-2) and assembly amenity (A-3) proposed uses. There are 199 residential units including studios, one-bedroom, two-bedroom and three-bedroom units. A 5-story open parking garage (S-2) is adjacent to the residential building. The building data is as follows:

GROSS AREA - RESIDENTIAL BUILDING		
Level	Name	Area
LEVEL 1	AMENITY (A-3)	8,719 SF
LEVEL 1	RESIDENTIAL (R-2)	36,706 SF
LEVEL 2	AMENITY (A-3)	1,471 SF
LEVEL 2	RESIDENTIAL (R-2)	43,241 SF
LEVEL 3	RESIDENTIAL (R-2)	45,497 SF
LEVEL 4	RESIDENTIAL (R-2)	45,497 SF
LEVEL 5	RESIDENTIAL (R-2)	44,752 SF
TOTAL		225,882 SF

GROSS AREA - PARKING GARAGE		
Level	Name	Area
GARAGE LEVEL 0.5	PARKING GARAGE (S-2)	15,073 SF
LEVEL 1	PARKING GARAGE (S-2)	13,230 SF
GARAGE LEVEL 1.5	PARKING GARAGE (S-2)	13,230 SF
GARAGE LEVEL 2	PARKING GARAGE (S-2)	13,230 SF
GARAGE LEVEL 2.5	PARKING GARAGE (S-2)	13,230 SF
GARAGE LEVEL 3	PARKING GARAGE (S-2)	13,230 SF
GARAGE LEVEL 3.5	PARKING GARAGE (S-2)	13,230 SF
GARAGE LEVEL 4	PARKING GARAGE (S-2)	13,230 SF
GARAGE LEVEL 4.5	PARKING GARAGE (S-2)	13,230 SF
GARAGE LEVEL 5	PARKING GARAGE (S-2)	6,412 SF
TOTAL		127,325 SF

The proposed density and land use is as per the following table:

SITE ACERAGE:

142,710 SF (3.28 ACRES)

PROPOSED USE:

MULTI-FAMILY

BUILDING SIZE (CODE):

FOOTPRINT: 71,952 SF
RESIDENTIAL: 45,492 SF
GARAGE: 26,460 SF
TOTAL AREA: 350,790 SF
RESIDENTIAL: 223,465 SF
GARAGE: 127,325 SF

DENSITY:

FAR = 2.46
60.7 UNITS PER ACRE

ZONING DISTRICT:

TECH RIDGE MASTERPLAN

SETBACKS:

10'-0" SETBACK ALONG TECH RIDGE PARKWAY & DON LEE DRIVE

OPEN SPACE: (WITHIN PROPERTY LINES)

	<u>AREA</u>	<u>PERCENTAGE OF SITE</u>
LANDSCAPE:	14,461 SF	10%
HARDSCAPE:	8,007 SF	6%
COURTYARD/ DOG PARK:	19,197 SF	13%
ASPHALT/ PARKING:	24,525 SF	17%
BUILDING FOOTPRINT*:	76,520 SF	54%
TOTAL	142,710 SF	100%

Location of other common / open spaces

Sections 2.8 and 3.4 of the Tech Ridge Zone Plan set forth the intended schedule for improving park lands and open space throughout the project. As stated in these Sections, the purpose of the schedule is to ensure reasonable progress toward the completion of a total of 60 acres of improved parks, trails, and open space at Tech Ridge.

Paragraph b of Section 2.8 contains the following guidance:

“The required Park Improvements should preferably be constructed within the District in which the plat is contained, and in an area that is adjacent to or nearby to the platted area. City may grant a deviation from that proximity preference, and from precise calculation of the minimum required acreage of Park Improvements, upon a showing of good cause by the Developer.”

In District 1, the Developer recently completed The Stairs at Tech Ridge and a section of the Rim Trail that runs approximately 0.6 miles south to the intersection of the Jerry Rice Trail. The next section of the Rim Trail that runs south along the west side of the project and connects to the top of Cloud Drive near Plan Area 5.2 is currently under construction.

The park land identified as “Parcel A” (3.78 acres) of the Tech Ridge Plan Area 1.6 Final Plat is currently being designed and will be submitted to the City soon for review and approval, after which development will commence.

Residential to Commercial Ratio

Section 2.7 of the Tech Ridge Zone Plan and Section 6.3.2. of the Development Agreement outline the requirements for the ratio of residential units to commercial square footage. In District 1, the ratio may not exceed 2.5 units for every 1,000 square feet of gross commercial space. In order to obtain a building permit for the desired density of 199 residential units in Plan Area 1.2, a total of 79,600 sf of commercial space is required to either be built or to be under construction in District 1 with an active building permit

$$(199 / 2.5) * 1,000 = 79,600 \text{ sf}$$

The existing Vasion building in Plan Area 1.2 consists of 59,000 sf. The Developer acknowledges that construction on the Plan Area 1.2 apartments will not be allowed to proceed until it has obtained building permits for the remaining 20,600 square feet of commercial space in District 1 necessary to comply with the ratio.

Signal Peak Apartments - Parking Analysis

Tech Ridge PD-MU Zone Plan Parking Requirements

Signal Peak Unit Mix	Count	Total Beds	
Studio	29	29	
1 Bedroom	81	81	
2 Bedroom	84	168	
3 Bedroom	5	15	
Total Units / Total Bedrooms	199	293	
Resident Stalls Per Unit	2.0		
Total Resident Stalls Required	398		
Guest Stalls Per Unit	0.33		
Total Guest Stalls Required	66.3		
Total Stalls Required	464.3	2.33 Per Unit	1.58 Per Bedroom
Total Stalls Proposed	396	1.99 Per Unit	1.35 Per Bedroom
Reduction Requested	14.7%		

Comparison to New Downtown PD-MU Parking Requirements

Signal Peak Unit Mix	Count	Total Beds	
Studio	29	29	
1 Bedroom	81	81	
2 Bedroom	84	168	
3 Bedroom	5	15	
Total Units / Total Bedrooms	199	293	
Resident Stalls Per Studio Unit	0.5		
Total Stalls Required - Studio Units	14.5		
Resident Stalls Per 1-Bedroom Unit	0.5		
Total Stalls Required - 1-Bedroom Units	40.5		
Resident Stalls Per 2-Bedroom Unit	1.0		
Total Stalls Required - 2-Bedroom Units	84		
Resident Stalls Per 3-Bedroom Unit	1.5		
Total Stalls Required - 3-Bedroom Units	7.5		
Total Resident Stalls Required	146.5		
Guest Stalls Per Unit	0.20		
Total Guest Stalls Required	39.8		
Total Stalls Required (if downtown PD-MU)	186.3	0.94 Per Unit	0.64 Per Bedroom
Total Stalls Proposed (Tech Ridge PD-MU)	396	1.99 Per Unit	1.35 Per Bedroom
Surplus / Overage at Tech Ridge	209.7 Stalls	1.05 Per Unit	0.72 Per Bedroom

Summary

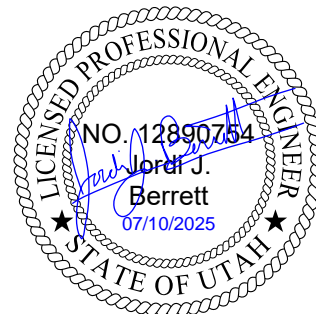
Signal Peak is providing over twice the number of stalls (1.99 stalls per unit and 1.35 stalls per bedroom) compared to the number that would be required if the new downtown PD-MU parking ratio were applied to the project (0.94 stalls per unit and 0.64 stalls per bedroom).

Exhibit B

Transportation Demand Management Plan

MEMORANDUM

Date: July 10, 2025
To: City of St. George
From: Hales Engineering



Subject: St. George Tech Ridge PA 1.2 Transportation Demand Management Plan

UT25-2974

Introduction

This memorandum discusses the parking study and transportation demand management plan completed for the proposed Tech Ridge Plan Area (PA) 1.2 development located in St. George, Utah. The study identifies the City parking supply rates and parking demand rates identified by the Institute of Transportation Engineers (ITE). The proposed development is located southwest of the 265 South / Tech Ridge Drive intersection in St. George, Utah. A vicinity map of the project site is shown in Figure 1.



Figure 1: Site vicinity map of the project in St. George, Utah

Project Description

The development consists of 199 apartment units. A supply of 396 stalls is currently planned for the project, including 10 EV stalls. The proposed parking stalls would equal a parking rate of 1.99 stalls per unit. There are a total of 293 bedrooms planned for the project with a total of 110 studio and 1-bedroom apartments. This equates to an average of 1.47 bedrooms per unit. A site plan is provided in Appendix A.

City Parking Code

The Tech Ridge Planned Development Zone Plan (February 2022) specifies parking rates for various land use types within Tech Ridge. The required parking rate found in section 4.7.1 of the Zone Plan for the project land use is shown in Table 1. The project proposes to include 5 dual charging stations, totaling 10 EV parking stalls, which count toward the overall stall count. The calculations for the parking required by the City are shown in Table 2. As shown, it is anticipated that the City would require 464 stalls for the proposed development per the Zone plan.

Table 1: City Parking Rates

Land Use	Unit Type	Rate (stalls per unit)
Residential: Multi-unit Dwelling	DU	2.33
<i>Source: Tech Ridge Planned Development Zone Plan: City of St. George, 2022</i>		

Table 2: City Parking Calculations

City Parking Calculations				
St. George - Tech Ridge Transportation Demand Management Plan Parking Study				
Land Use	# of Units	Unit Type	Rate (stalls per unit)	Total Stalls
Residential: Multi-unit Dwelling	199	DU	2.33	464
<i>Source: Tech Ridge Planned Development Zone Plan: City of St. George, 2022.</i>				

Local Parking Demand

Hales Engineering has collected parking demand data at other multi-family residential properties in Washington County. Three of the properties are in St. George, and one is in Hurricane. Each study, their average bedroom/unit count (if available), and respective parking stall-per-unit rates are as follows in Table 3.

Table 3: Local Data

Site	Bedrooms/Unit	Rate (stalls per unit)
Canyon Point Apartments (St. George)	2.71	1.50
Oasis Palms (St. George)	2.08	1.64
Falls at Mesa Point (St. George)	1.99	1.90
Retreat at Sky Mountain (Hurricane)	-	1.71
<i>Source: Hales Engineering 2025</i>		

The number of bedrooms per unit for the proposed project (1.47) is less than those at local sites that were previously counted. This may suggest that the anticipated parking demand at the proposed development may also be lower than these rates. However, the highest rate of 1.90 parking stalls per unit will be used as a conservative measure. With that rate applied to the planned 199 units in the proposed project, a total demand of 379 stalls is anticipated based on local data, as shown in Table 4.

Table 4: Local Rate Parking Calculations

Land Use	# of Units	Unit Type	Rate (stalls per unit)	Demand	Supply (+5%)
Multifamily Residential	199	DU	1.90	379	398
<i>Source: Hales Engineering, 2025</i>					

Since the local data rates represent actual parking demand, it is common to provide a parking supply beyond what the anticipated demand is to accommodate occasional surges in demand and to reduce the need for drivers to circle the parking lot to find an open stall. Hales Engineering recommends providing 5% additional stalls beyond the anticipated demand. Based on this, a supply of 398 stalls should be provided for the project based on local data.

Transportation Demand Management

Section 4.7.9 of the Zone plan states that a reduction in parking stalls may be granted for the implementation of a transportation demand management (TDM) plan. The following list details TDM strategies that align with those outlined in the Tech Ridge Planned Development Zone Plan that are or may be implemented for the Tech Ridge Plan Area 1.2 development, which are anticipated to reduce the parking demand at this site:

- Pickup/drop-off curb space is planned for ride-share companies such as Uber and Lyft. A designated waiting area will be established inside the lobby for rideshare passengers
- A Bicycle share program is planned for the development that will facilitate active transportation through the neighboring streets and trail networks
- Bike-repair space located on-site will also facilitate active transportation.

- A future Sun Tran bus route has been proposed for the Tech Ridge Area but is pending approval from the City. This route will connect the project to the greater St. George area and allow for connectivity to the surrounding bus routes throughout Washington County.

Additionally, there are nearby trail systems such as the Tech Ridge Rim Trail, Black Hill Trail, Temple Quarry Trail, and Jerry Rice Trail will serve to facilitate active transportation and decrease the demand for motorized transportation to and from the project site. Also, the mixed-used nature of the proposed Tech Ridge development will likely reduce parking demand due to the proximity of restaurants, stores and office space to residential structures.

Based on the proposed TDM strategies, it is anticipated that a parking supply lower than the standard City requirement is appropriate for the development and may be approved at the City's discretion (see City Code 10-19-4 which allows for reductions up to a reduced rate of 1.83 stalls per unit, including guest parking).

Comparison and Recommendation

A comparison of the proposed supply, the local parking demand, the City's parking requirement, and the recommended supply based on the ITE Parking Generation rates is shown in Table 5. Based on the information provided, Hales Engineering anticipates the proposed 396 parking stalls will be sufficient to accommodate the parking demand at the project site.

Table 5: Parking Comparison

Source	# of Stalls
Proposed Site Plan (rate of 1.99 stalls per unit)	396
City Requirement (no reductions)	464
Local Parking Demand + 5%	398

Since multiple TDM strategies are applicable to the project, it is possible that this site may experience a lower parking demand than the other local study sites. Based on this, the proposed count of 396 stalls (1.99 stalls per unit) is anticipated to be sufficient to accommodate the project site.

Conclusions

The key findings of this study are as follows:

- The development consists of 199 apartment units with an average of 1.47 bedrooms per unit.
- Based on City requirements established in the Tech Ridge Planned Development Zone Plan, a total of 464 stalls are required for the site prior to any approved reductions.
- Based on local parking demand data, a total of 398 parking stalls is recommended. It is possible that fewer stalls may be needed since the project has a lower ratio of bedrooms per unit than the local data sites.

- It is anticipated that the proposed 396 parking stalls (1.99 stalls per unit) will be sufficient to accommodate the parking demand at the project site given the available local parking rate data and the additional proposed travel demand management strategies.
- Since multiple TDM strategies are applicable to the project, it is possible that this site may experience a lower parking demand than anticipated based on local data. Further reduction beyond the proposed 396 stalls can be made at the City's discretion.

If you have any questions regarding this memorandum, please contact us at 801.766.4343.

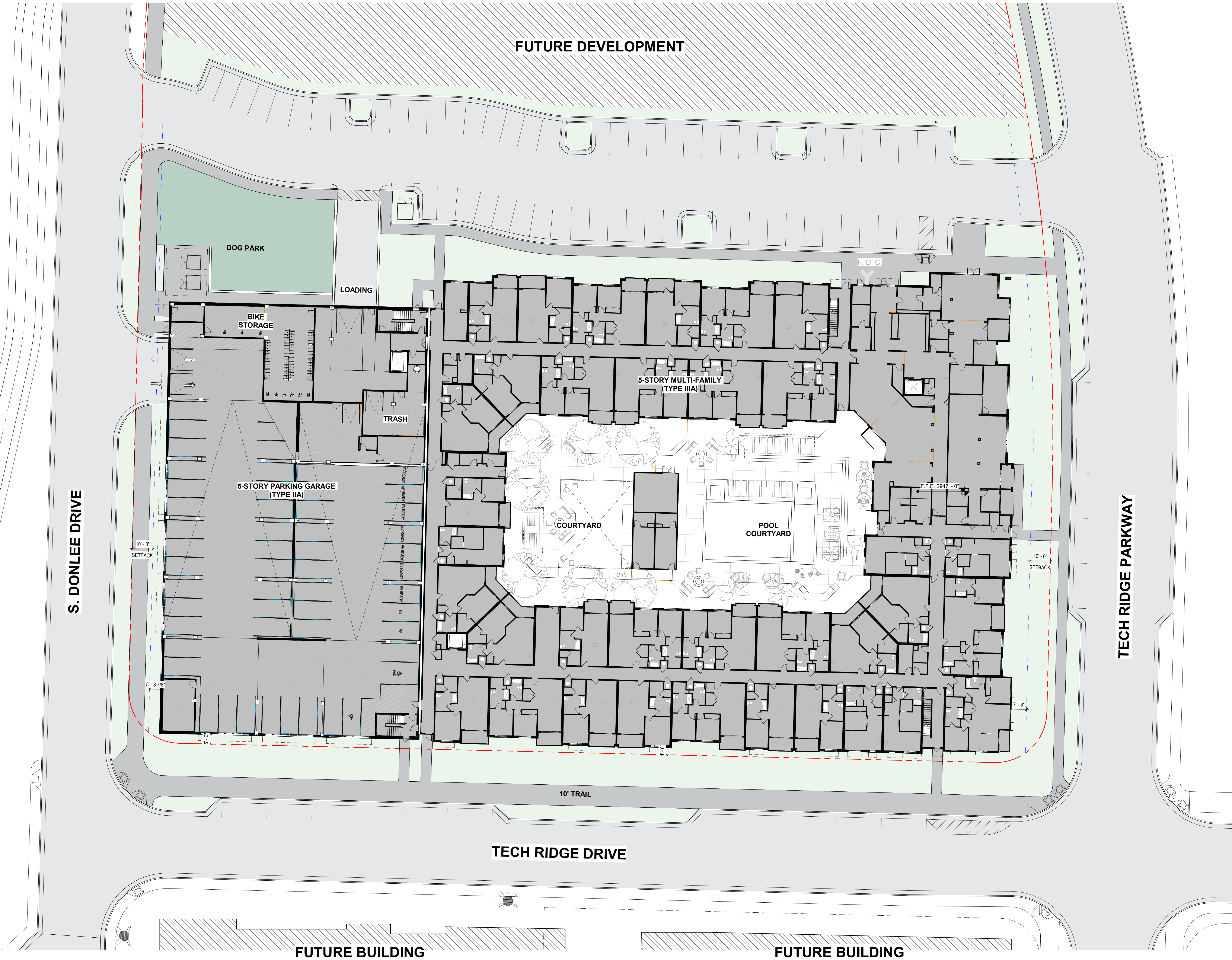
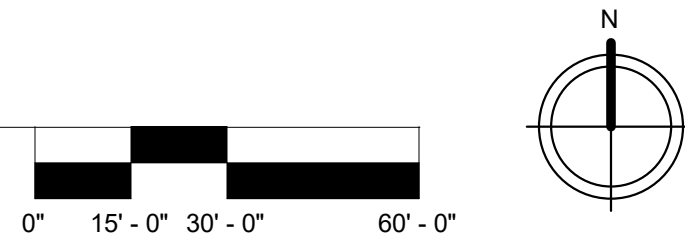
APPENDIX A

Site Plan

6/13/2025 9:04:41 AM Autodesk Docs://2448002_TechRidge_Area 1.2_UT/2448002_TechRidge_Lot 1.2_ARCHITECTURAL.dwg

1 ARCHITECTURAL SITE PLAN
1" = 20'-0"

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ARCHITECTURAL SITE PLAN NOTES

- DO NOT SCALE DRAWINGS.
- CONTRACTOR SHALL REFER TO CIVIL DRAWINGS FOR ALL PROPERTY LINE INFORMATION.
- SEE CIVIL DRAWINGS FOR SITE DEMOLITION, EROSION AND SEDIMENT CONTROL, SITE GRADING, UTILITIES, AND SITE PAVING.
- SEE CIVIL DRAWINGS FOR SCOPE OF SITE WORK.
- CONTRACTOR SHALL COORDINATE WITH REPRESENTATIVES OF UTILITY COMPANIES REQUIRED FOR SITE PLAN WORK, EXCAVATION, SHEETING AND SHORING, AND UTILITY PLACEMENT.
- SEE LANDSCAPE DRAWINGS FOR PLANTINGS, IRRIGATION, PAVING, SITE FURNITURE, PLANTER, BIKE RACK, AND COURTYARD INFORMATION.
- SEE CIVIL FOR STREET LIGHTING. STREET AND SIDEWALK LIGHTING SHALL MEET ADOPTED CITY LIGHT DESIGN STANDARDS.
- REFER TO EXTERIOR ELEVATIONS FOR SITE SIGNAGE INFORMATION.
- SEE PLUMBING DRAWINGS FOR HOSE BIB & DRAIN LOCATIONS.

LEGEND

- PROPERTY LINE
--- 10' BUILDING SETBACK LINE

SITE INFORMATION

SITE AVERAGE:
142,710 SF (3.28 ACRES)

PROPOSED USE:
MULTI-FAMILY

BUILDING SIZE (CODE):
FOOTPRINT: 71,952 SF
RESIDENTIAL: 45,492 SF
GARAGE: 26,460 SF
TOTAL AREA: 350,790 SF
RESIDENTIAL: 223,460 SF
GARAGE: 127,325 SF

DENSITY:
FAR = 2.46
60.7 UNITS PER ACRE

ZONING DISTRICT:
TECH RIDGE MASTERPLAN

SETBACKS:
10'-0" SETBACK ALONG TECH RIDGE PARKWAY & DON LEE DRIVE

OPEN SPACE: (WITHIN PROPERTY LINES)		
	AREA	PERCENTAGE OF SITE
LANDSCAPE:	14,461 SF	10%
HARDSCAPE:	8,007 SF	6%
COURTYARD/ DOG PARK:	19,197 SF	13%
ASPHALT/ PARKING:	24,525 SF	17%
BUILDING FOOTPRINT*:	75,520 SF	54%
TOTAL	142,710 SF	100%

*EXPANSION JOINT SPACE, UNIT PATIOS, & POOL BUILDING INCLUDED IN FOOTPRINT

PARKING: (SEE BUILDING DATA SHEET FOR PARKING TYPES)

KEYNOTES

SURFACE VEHICULAR PARKING SCHEDULE			
TYPE	WIDTH	LENGTH	QUANTITY
LEVEL 1			
STANDARD	9'-0"	18'-0"	52
EV READY	9'-0"	18'-0"	6
EV	9'-0"	18'-0"	2
ACCESSIBLE	9'-0"	18'-0"	1
VAN	11'-0"	18'-0"	1
PRL	22'-0"	9'-0"	16
TOTAL SURFACE PARKING:			78

GARAGE VEHICULAR PARKING SCHEDULE			
TYPE	WIDTH	LENGTH	QUANTITY
GARAGE LEVEL 5			
ACCESSIBLE	9'-0"	18'-0"	1
STANDARD	9'-0"	18'-0"	12
			13
GARAGE LEVEL 4.5			
ACCESSIBLE	9'-0"	18'-0"	1
STANDARD	9'-0"	18'-0"	34
			35
GARAGE LEVEL 4			
ACCESSIBLE	9'-0"	18'-0"	1
EV	9'-0"	18'-0"	2
EV READY	9'-0"	18'-0"	8
STANDARD	9'-0"	18'-0"	25
			36
GARAGE LEVEL 3.5			
ACCESSIBLE	9'-0"	18'-0"	1
STANDARD	9'-0"	18'-0"	33
			34
GARAGE LEVEL 3			
ACCESSIBLE	9'-0"	18'-0"	1
EV	9'-0"	18'-0"	2
EV READY	9'-0"	18'-0"	8
STANDARD	9'-0"	18'-0"	25
			36
GARAGE LEVEL 2.5			
ACCESSIBLE	9'-0"	18'-0"	1
STANDARD	9'-0"	18'-0"	33
			34
GARAGE LEVEL 2			
ACCESSIBLE	9'-0"	18'-0"	1
EV	9'-0"	18'-0"	2
EV READY	9'-0"	18'-0"	8
STANDARD	9'-0"	18'-0"	24
VAN	11'-0"	18'-0"	1
			36
GARAGE LEVEL 1.5			
ACCESSIBLE	9'-0"	18'-0"	1
STANDARD	9'-0"	18'-0"	33
			34
LEVEL 1			
ACCESSIBLE	9'-0"	18'-0"	1
EV	9'-0"	18'-0"	2
EV READY	9'-0"	18'-0"	8
STANDARD	9'-0"	18'-0"	24
VAN	11'-0"	18'-0"	1
			36
GARAGE LEVEL 0.5			
STANDARD	9'-0"	18'-0"	24
			24
TOTAL GARAGE PARKING:			318

PROJECT TOTAL PARKING:
396 STALLS
1.95 STALLS PER UNIT (199 UNITS)
1.35 STALLS PER BEDROOM (293 BEDS)

dwell
design
studio

1165 E WILMINGTON AVE
SUITE 350
SALT LAKE CITY, UT 84106
PHONE: 385.273.3888
dwelldesignstudio.com

CONSULTANT

DEVELOPER

TECHRIDGE

PROJECT: 2448002

TECH RIDGE LOT 1.2

TECH RIDGE PARKWAY
ST. GEORGE, UTAH

SUBMISSION

DATE	DESCRIPTION	REV
04/14/25	SCHEMATIC DESIGN SET	
06/24/25	DESIGN DEVELOPMENT SET	

DESIGN SEAL

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ARCHITECTURAL
SITE PLAN

A00.11

NOT FOR CONSTRUCTION

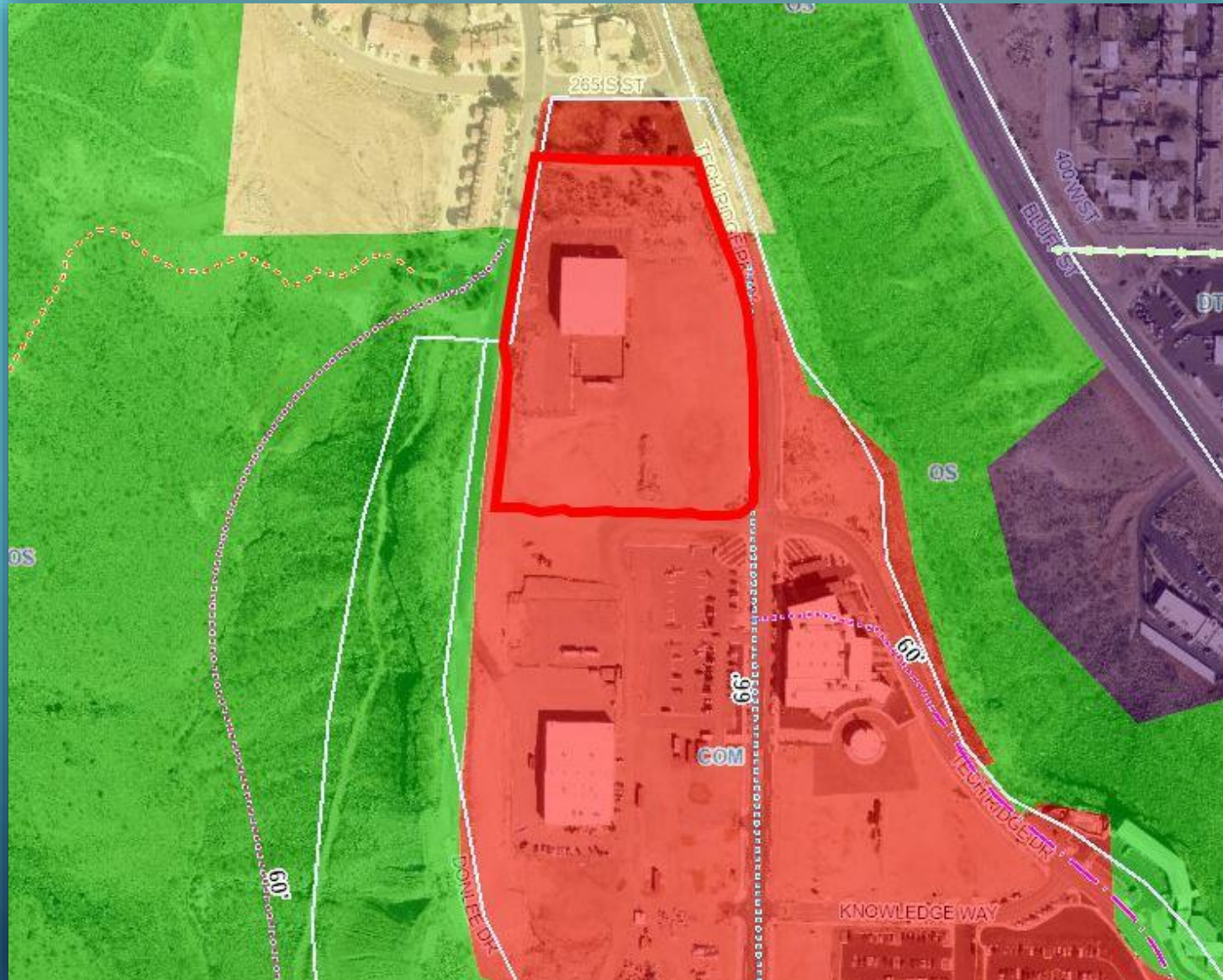
Exhibit D

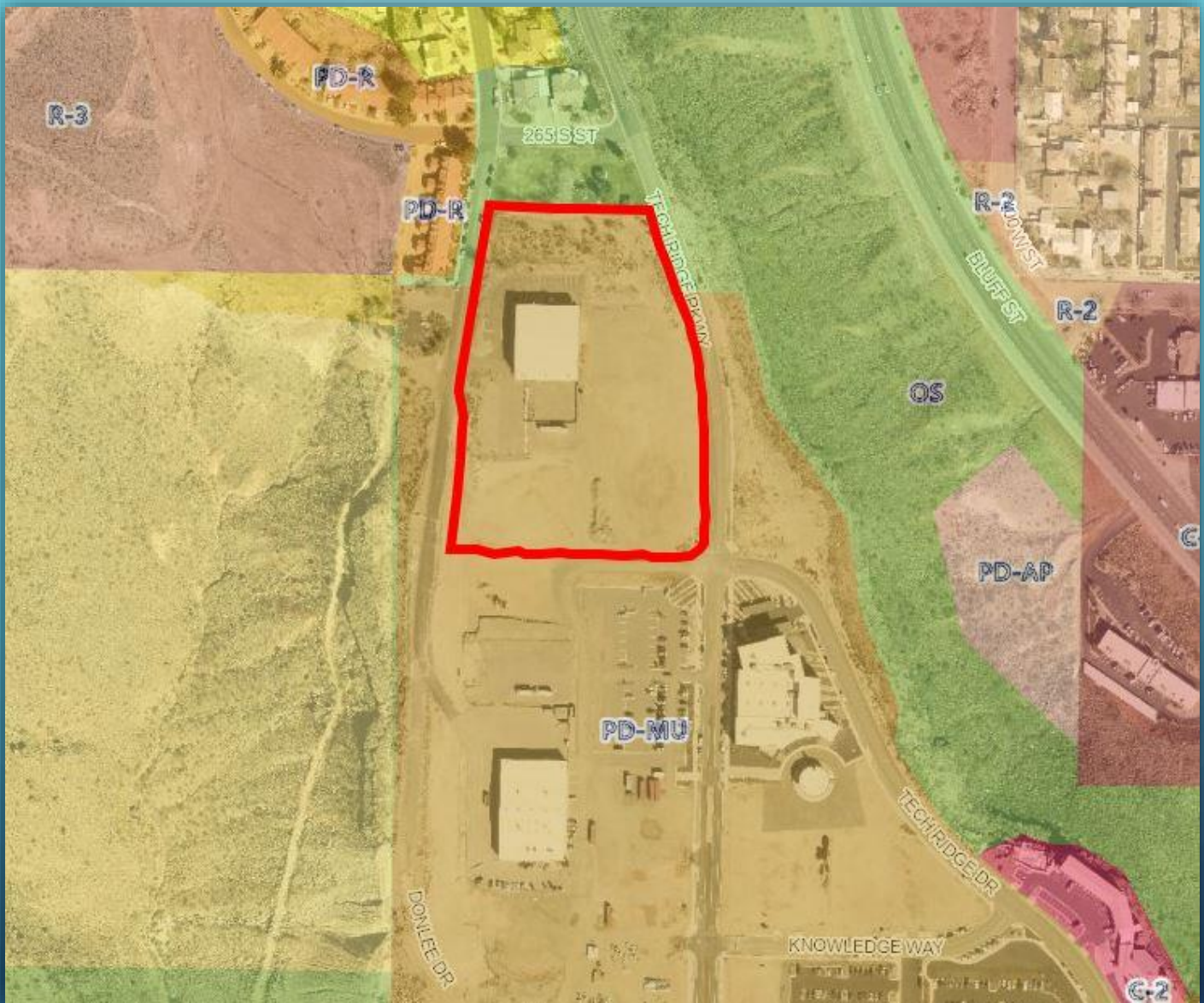
PowerPoint Presentation

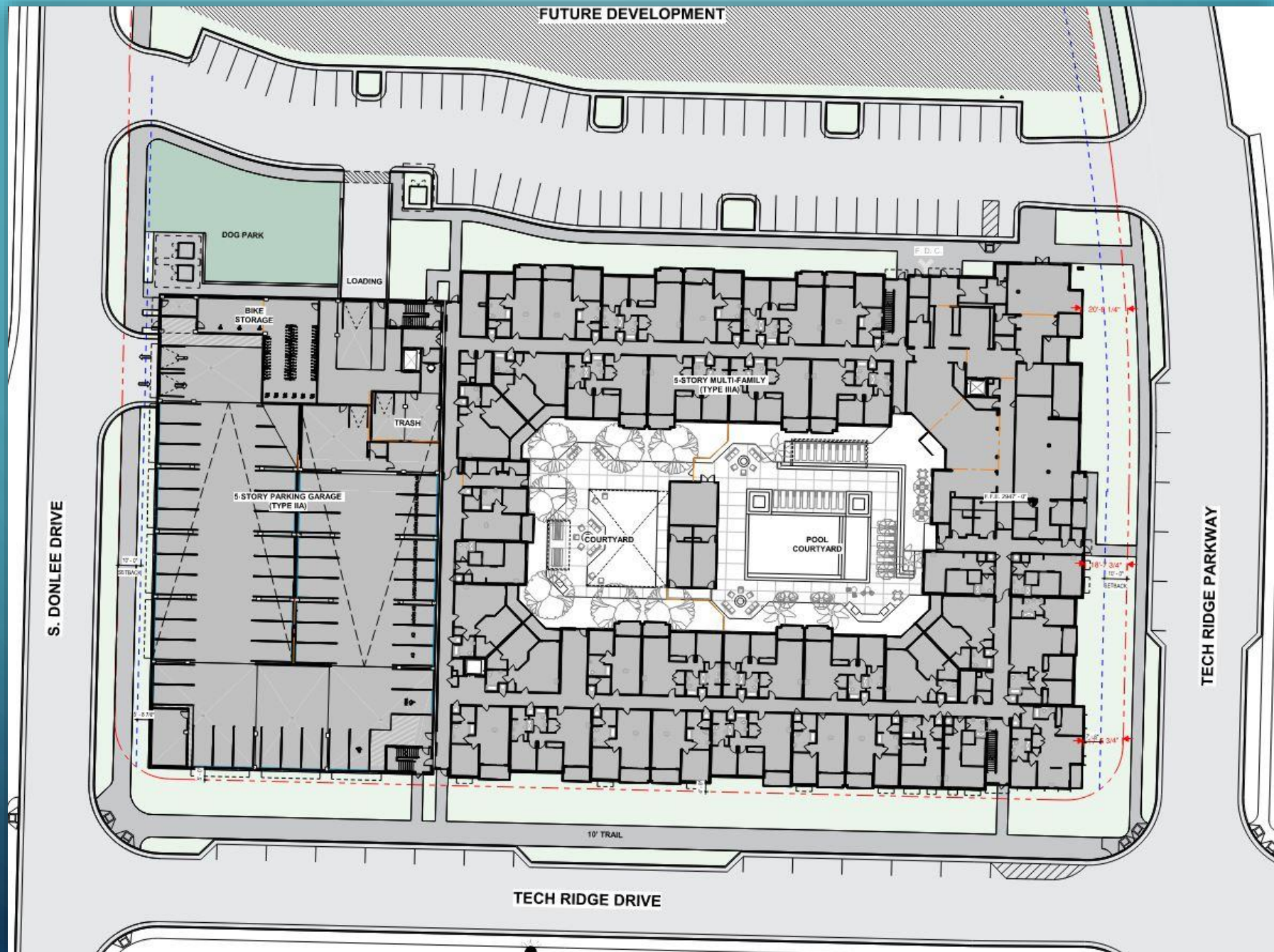
TECH RIDGE AREA 1.2

2025-PDA-016









SURFACE VEHICULAR PARKING SCHEDULE			
TYPE	WIDTH	LENGTH	QUANTITY
LEVEL 1			
STANDARD	9' - 0"	18' - 0"	52
EV READY	9' - 0"	18' - 0"	6
EV	9' - 0"	18' - 0"	2
ACCESSIBLE	9' - 0"	18' - 0"	1
VAN	11' - 0"	18' - 0"	1
PRL	22' - 0"	9' - 0"	16
			78
TOTAL SURFACE PARKING:			78

PROJECT TOTAL PARKING:

396 STALLS

1.99 STALLS PER UNIT (199 UNITS)

1.35 STALLS PER BEDROOM (293 BEDS)

GARAGE VEHICULAR PARKING SCHEDULE			
TYPE	WIDTH	LENGTH	QUANTITY
GARAGE LEVEL 5			
ACCESSIBLE	9' - 0"	18' - 0"	1
STANDARD	9' - 0"	18' - 0"	12
			13
GARAGE LEVEL 4.5			
ACCESSIBLE	9' - 0"	18' - 0"	1
STANDARD	9' - 0"	18' - 0"	34
			35
GARAGE LEVEL 4			
ACCESSIBLE	9' - 0"	18' - 0"	1
EV	9' - 0"	18' - 0"	2
EV READY	9' - 0"	18' - 0"	8
STANDARD	9' - 0"	18' - 0"	25
			36
GARAGE LEVEL 3.5			
ACCESSIBLE	9' - 0"	18' - 0"	1
STANDARD	9' - 0"	18' - 0"	33
			34
GARAGE LEVEL 3			
ACCESSIBLE	9' - 0"	18' - 0"	1
EV	9' - 0"	18' - 0"	2
EV READY	9' - 0"	18' - 0"	8
STANDARD	9' - 0"	18' - 0"	25
			36
GARAGE LEVEL 2.5			
ACCESSIBLE	9' - 0"	18' - 0"	1
STANDARD	9' - 0"	18' - 0"	33
			34
GARAGE LEVEL 2			
ACCESSIBLE	9' - 0"	18' - 0"	1
EV	9' - 0"	18' - 0"	2
EV READY	9' - 0"	18' - 0"	8
STANDARD	9' - 0"	18' - 0"	24
VAN	11' - 0"	18' - 0"	1
			36
GARAGE LEVEL 1.5			
ACCESSIBLE	9' - 0"	18' - 0"	1
STANDARD	9' - 0"	18' - 0"	33
			34
LEVEL 1			
ACCESSIBLE	9' - 0"	18' - 0"	1
EV	9' - 0"	18' - 0"	2
EV READY	9' - 0"	18' - 0"	8
STANDARD	9' - 0"	18' - 0"	24
VAN	11' - 0"	18' - 0"	1
			36
GARAGE LEVEL 0.5			
STANDARD	9' - 0"	18' - 0"	24
			24
TOTAL GARAGE PARKING:			318

PARKING

Tech Ridge Zone Plan requires two spaces per unit plus one guest parking space per unit 199 units = 464 spaces

The applicant has asked for a reduction in parking requirements based on Section 4.7.9 Transportation Demand Management Plan Reduction, of the Zone Plan.

The applicant has proposed 396 parking spaces, asking for a reduction of 68 spaces a 15% overall reduction in parking. With the proposed reduction they would provide 1.67 spaces per unit and 1 per every 3 units guest parking.

BEDROOM COUNTS

29 Studio
81 one-bedroom

84 two-bedroom

5 three-bedroom

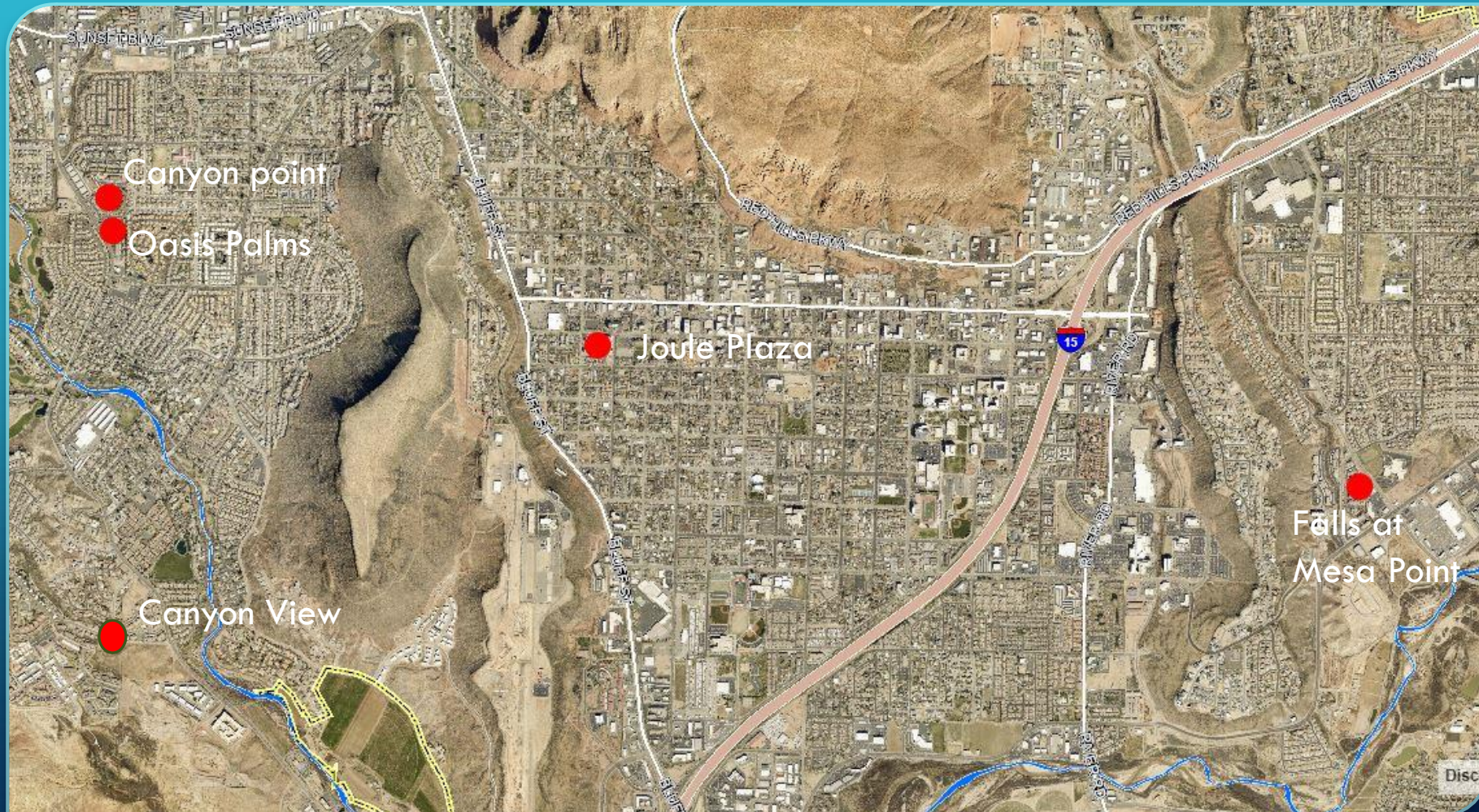


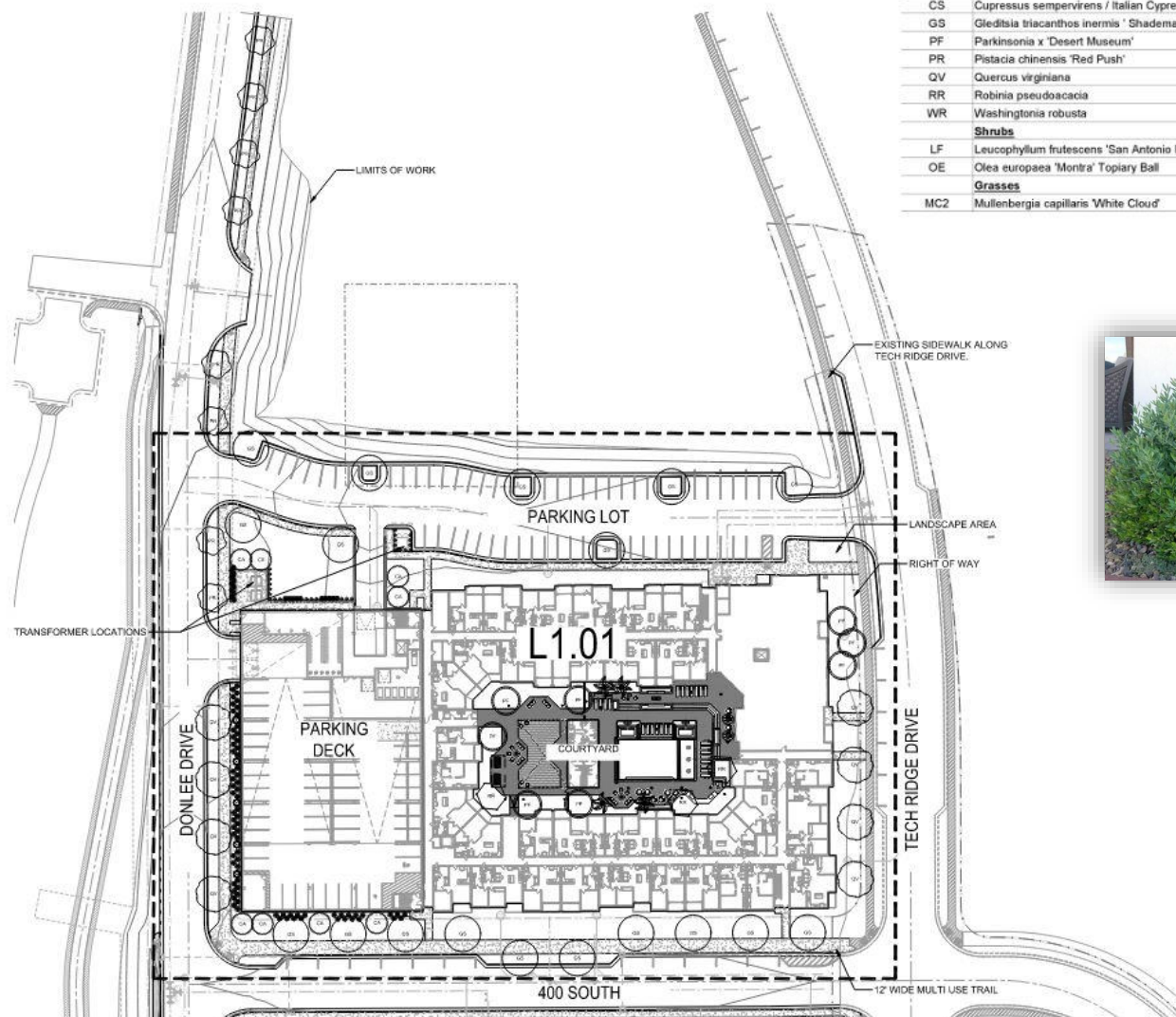
TRANSPORTATION DEMAND MANAGEMENT PLAN STRATEGIES

- Pickup/drop-off curb space is planned for ride-share companies such as Uber and Lyft. A designated waiting area will be established inside the lobby for rideshare passengers
- A Bicycle share program is planned for the development that will facilitate active transportation through the neighboring streets and trail networks
- Bike-repair space located on-site will also facilitate active transportation
- A future Sun Tran bus route has been proposed for the Tech Ridge Area but is pending approval from the City. This route will connect the project to the greater St. George area and allow for connectivity to the surrounding bus routes throughout Washington County
- The trail systems and mixed-use nature of the Tech Ridge development will likely reduce the demand for motorized transportation

Site	Average bedrooms per unit	Rate(spaces per unit)
Canyon Point Apartments	2.71	1.50
Oasis Palms	2.08	1.64
Falls at Mesa Point	1.99	1.90
Joule Plaza	1.46	1.67 (excluding commercial spaces)
Canyon View Apartments (approved 7/17/2025)	1.54	2.02
Proposed Tech Ridge Area 1.2	1.47	1.99

*Please note the rate of spaces per unit in this table includes the guest parking



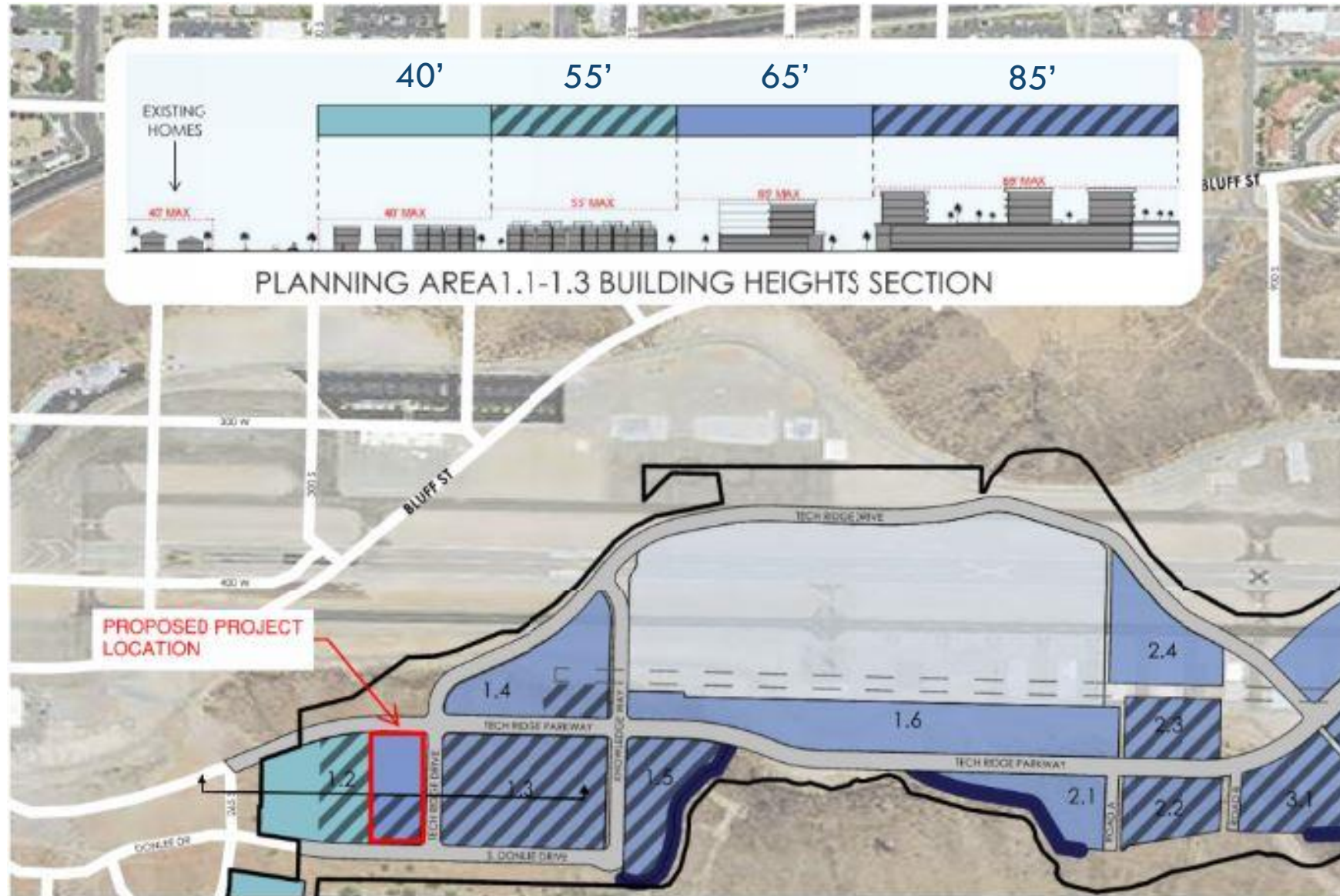


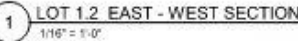
Plants Schedule

Date: 06.13.2025

Symbol	Botanical Name	Common Name	Installed Size	Mature Ht.	Mature Spread	QTY
Trees						
CA	Cupressus arizonica / Arizona Cypress	Arizona Cypress	12' hgt.	30'-35'	10'-15'	8
CS	Cupressus sempervirens / Italian Cypress	Italian Cypress	8' hgt.	25'-30'	4'	5
GS	Gleditsia triacanthos inermis 'Shademaster'	Shademaster Honey Locust	3" caliper	40'-45'	30'-35'	18
PF	Parkinsonia x 'Desert Museum'	Desert Museum Palo Verde	3" caliper	20'-25'	20'-25'	8
PR	Pistacia chinensis 'Red Push'	Red Push Pistache	3" caliper	25'-35'	25'-30'	8
QV	Quercus virginiana	Live Oak	3" caliper	40'-80'	60'-80'	8
RR	Robinia pseudoacacia	Purple Robe Black Locust	10'-12' hgt.	30'-40'	25'-40'	3
WR	Washingtonia robusta	Washingtonia Palm	16' CT hgt.			4
Shrubs						
LF	Leucophyllum frutescens 'San Antonio Rose'	San Antonio Rose Texas Ranger	3 gal.	4'-5'	4'-5'	42
OE	Olea europaea 'Montra' Topiary Ball	Little Ollie Olive Topiary Ball Form	3' ht x 3' w	6'	6'	52
Grasses						
MC2	Muhlenbergia capillaris 'White Cloud'	White Cloud Muhly Grass	1 gal.	3'	3'	26





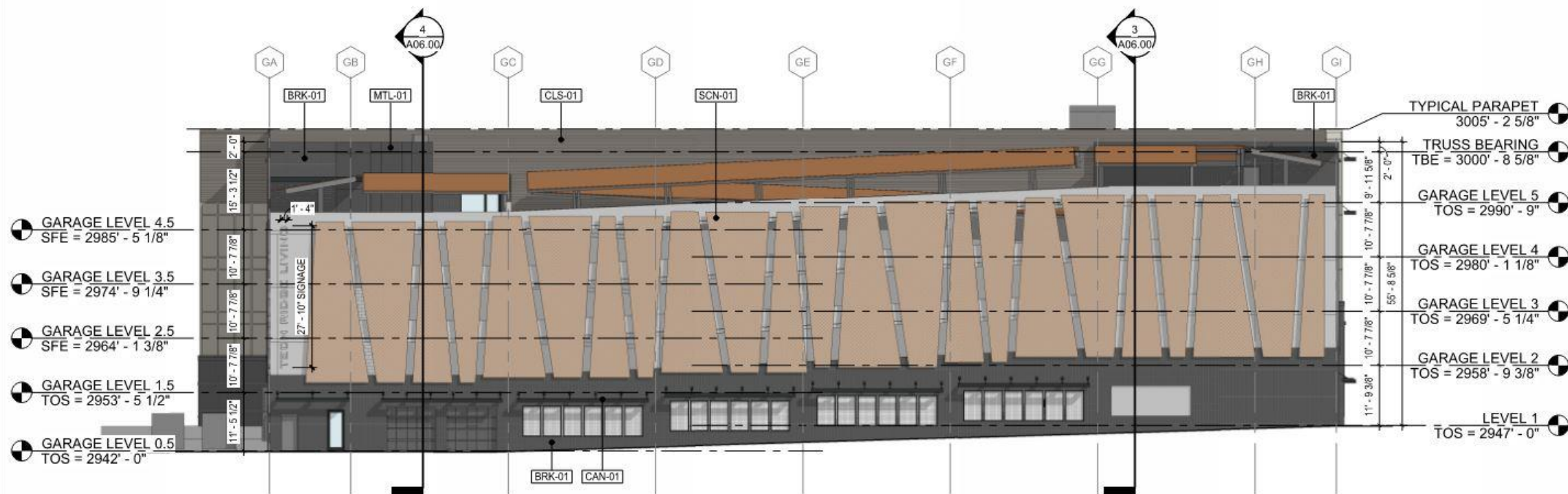




4 OVERALL BUILDING - NORTH ELEVATION
 1/16" = 1'-0"



3 OVERALL BUILDING - SOUTH ELEVATION
1/16" = 1'-0"



2

OVERALL BUILDING - WEST ELEVATION

1/16" = 1'-0"



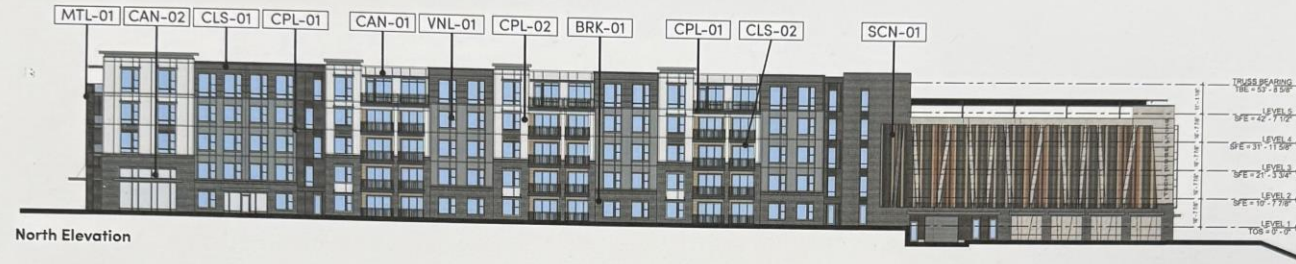
TECH RIDGE PARKWAY - NORTHEAST/ MAIN ENTRY CORNER



DON LEE - SOUTHWEST GARAGE CORNER



DON LEE - WEST GARAGE ENTRY



North Elevation



CPL-01
Cementitious Panel w/ Trim
SW 9170 Acier



CPL-02
Cementitious Panel w/ Trim
SW 7015 Repose Gray



CLS-01
Varied Lap Siding
SW 7019 Gauntlet Gray



CLS-02
Lap Siding 6' Exposure
Woodone 'Aspen Ridge'



BRK-01
Brick Masonry
Interstate Brick: Black Ice, Mortar: Holcim Custom Dark



MTL / STO-01 / CAN-01
Metal Panel / Storefront / Architectural Canopy /
Balcony Rail
PAC-CLAD Matte Black Steel



CAN-02
Architectural Canopy
PAC-CLAD Slate Gray



Rendering - Overall Concept View



SCN-01
Architectural Parking Screens
Flex Facades as Basis for Design



VNL-01
Vinyl Windows and Sliders
Amaco Windows as Basis for Design: Bronze

July 22, 2025, the Planning Commission held a public hearing and recommended approval with no reduction in the parking requirement with a 7-0 vote; there were nine public comments.

- Public comment concerns:

- One citizen was in favor of the development and fully supports this project
- Traffic/no reduction in parking
- Density
- Infrastructure
- Property value
- Height/Protecting vistas and ridges
- Overwhelming the existing park
- Environmental Impacts/Water

Community Development St. George Tech Ridge

1 message

Cami Callister <[REDACTED]>
To: brenda.hatch@sgcityutah.gov

Tue, Jul 15, 2025 at 9:49 AM

Dear Brenda Hatch and the city planning team,

It has come to my attention that the proposed town homes that were scheduled to be built in the land south of the Black Hill View Park on the Black Hill (currently known as Tech Ridge area) are possibly slated to become a 5 story apartment complex.

This is definitely not what is best for our community. Please do not allow this to happen. The peaceful area that drew us to this location will cease to exist.

The infrastructure needed to accommodate that many people is lacking. With the DXATC there are many cars currently going through the neighborhood streets. Adding a 5 story apartment complex will exceed the neighborhood traffic immensely creating an unsafe space for the community.

Townhouses on a single level is what is acceptable and what we were told would be built by our beloved Black Hill View Park and community.

Thank you for helping keep our area safe and peaceful.

Sincerely,
Cami Callister

Tech Ridge: 199 unit apt. 2025-PDA-016

1 message

EGbucket <[REDACTED]>
To: brenda.hatch@sgcityutah.gov

Mon, Jul 14, 2025 at 6:32 PM

I live three house away from the proposed 199 unit apartments (and the additional propose 400+ apartment units that will be built right behind these 199 units:))

I'm pro-smart growth which means the planned growth's infrastructure/amenities anticipates and fully-funds everything necessary to enjoy a safe, aesthetically pleasing, quality of life - and this should be EVEN MORE important for an area deemed to be the showcase of a "tech" development for southern Utah - but that doesn't seem to be happening at Tech Ridge...

1. Five stories too high - our understanding as residents was that no buildings would be higher than 1-story at the edge/exterior of the Tech Ridge area with buildings getting progressively taller towards the center/middle. Five stories of high density apartments at the north "entrance" of Tech Ridge if the opposite of what was shared with existing resident in the area.

2. REAL PARKS: Tech Ridge HAS TO have a LARGE community park 10+ acres, with all the amenities to accommodate the very dense housing being propose (open space and trails are not the same as full amenities, family-friendly parks with modern play grounds, pavilions, restrooms, pickleball courts etc..)

Our tiny Black Hill View Park, with such a "budget-friendly" friendly, small playground will be overwhelmed by 600+ planned units, with more to come. Tech Ridge would be better off if all 4.9 acres for these 199 unit apartments were used to expand the existing park, with meaningful amenities, and that would just put a small dent in the need for park space as Tech Ridge builds out.

(Does Tech Ridge have a proposed true-community park? I can't tell from any info that I've found online. If it does, build it that park BEFORE the apartments, if it doesn't IT NEEDS A COMMUNITY PARK NOW - BEFORE the apartments)

3. TRAFFIC ALREADY BAD - and is going to get so much worse. It's already dangerous to turn onto/off of Tech Ridge Drive (from or onto 265 S St) due to terrible visuals cause by the rise in the road/Tech Ridge Drive; with Dixie Tech students clumped together, car-after-car, at the beginning and end of every class period, and 15+ miles over the speed limit. Tech Ridge traffic needs guided, encouraged, forced to use the SOUTH end of Tech Ridge, with multi-lane access roads designed to be visually safe, with the capacity to be ready in advance for the massive traffic a built-out Tech Ridge will generate.

The high-speed traffic (40+ miles an hour in a 25 zone) from students and techies literally on the edge of Black Hill View Park with NO BARRIER to protect children, and a grass slope leading to the road is a recipe for children getting hit at 40 miles and hour, with drivers already blinded by the rise in the road; drivers will never have time to react when a child from that over-crowded park chases their ball or dog off the curb and steps into 40+ mile and hour traffic.

SMART GROWTH please! Tech Ridge will grow, but PLEASE make it MUCH SMARTER, SAFER than what is being proposed.

PS - traffic is already way too fast, and unsafe on Donlee Dr

Gregg Goldthorpe
[REDACTED]

Tech Ridge Area 1.2 Concerns

1 message

Anitra Cottrell [REDACTED]
To: "brenda.hatch@sgcityutah.gov" <brenda.hatch@sgcityutah.gov>

Mon, Jul 21, 2025 at 11:17 AM

Brenda,

I am writing to express serious concerns regarding the proposed 199-unit, 5-level apartment building with garage planned for Tech Ridge Area 1.2. I recently learned about this development proposal through a neighbor, as our household did not receive the notification letter that was apparently sent to some residents in the area.

First, I am troubled that the notification process appears to have been both incomplete and inadequate. As a resident who will be directly impacted by this development, we should have been included in the mailing list for this significant proposal. This selective notification raises questions about whether all affected residents have been properly informed and given the opportunity to participate in the planning process.

Additionally, I understand that even those residents who did receive notification were given only one week's notice by the time the letter was received before the city meeting where public input could be provided. This extremely short time frame is insufficient for residents to properly review such a significant proposal, consult with neighbors, and prepare meaningful feedback. The timing is particularly problematic as it occurred during a busy travel season when many community members may have been unavailable to attend or even receive the notification.

Such abbreviated notice undermines the public participation process and suggests a lack of genuine commitment to community input on developments that will significantly impact our neighborhood. I request clarification on the criteria used to determine which residents received notification and ask that you ensure both comprehensive outreach and adequate response time for future proposals.

The scale of this proposed development represents a dramatic departure from what residents were previously told to expect. We understood that townhomes were planned for this location, which would have had a significantly different impact on our community. The current proposal for a 199-unit apartment complex with five levels will create substantial challenges:

A development of this size will generate considerable additional vehicle traffic on our residential streets, particularly problematic given the hillside location with limited access. This will create safety concerns for pedestrians, cyclists, and existing residents, while also contributing to congestion.

The scale and density of this proposal is inconsistent with the established character of our neighborhood and significantly exceeds what residents reasonably expected based on previous communications about townhome development.

I respectfully request that you:

1. Ensure all potentially affected residents receive proper notification of this proposal and any future developments before making a decision
2. Provide a comprehensive traffic impact study before any approval process moves forward
3. Schedule a public meeting where residents can voice concerns and ask questions about this development
4. Reconsider whether this level of density is appropriate for the location and surrounding neighborhood

I would appreciate the opportunity to discuss these concerns further and look forward to your response regarding next steps in the public input process. Given the short notice that I was informed of all of this since I didn't receive a letter, I will likely not be able to attend tomorrow's planning meeting. I hope in spite of that, this email is taken into consideration just as much as those that were given more notice and are able to attend.

Anitra Cottrell
[REDACTED]

Proposed Development

1 message

amber cram [REDACTED] >

Mon, Jul 21, 2025 at 10:16 PM

To: "brenda.hatch@sgcityutah.gov" <brenda.hatch@sgcityutah.gov>

Hi Brenda,

I am a property owner near Tech Ridge living at [REDACTED] [Donlee Drive](#) and just found out about the proposed apartment building project.

Although it's exciting to see St. George continue to diversify, I don't think that a huge apartment building and parking garage would be ideal at that location for several reasons:

- 1) The nearby park and trailhead are already packed as it is. Usage for current residents will be highly and negatively impacted
- 2) Obstruction of views
- 3) Feels out of place
- 4) Lowering property values
- 5) Traffic and noise. This area is already highly congested and loud, this will only make this worse.

I hope you will reconsider the location of this build.

Thank you for your time.

tech ridge planned development

1 message

Jon Gibb [REDACTED]

Mon, Jul 21, 2025 at 11:37 AM

To: "brenda.hatch@sgcityutah.gov" <brenda.hatch@sgcityutah.gov>

Hi Brenda,

I wanted to reach out with my support for the tech ridge planned development. There is a group in the neighborhood that opposes this. I wanted to make sure you understood that some of us agree with this. It will provide an affordable housing option which is valuable to the service industry and those seeking apartment style living. I believe you have addressed access with a new road off of Indian Hills Drive and it looks like a new road is being built that will access bluff street.

When is this new road towards bluff expected to be complete?

Thank you,

Jon Gibb
[REDACTED]

Tech Ridge Area 1.2. Case No. 2025-PDA-016.

1 message

Jenny Jennings [REDACTED]
To: brenda.hatch@sgcityutah.gov

Mon, Jul 21, 2025 at 4:42 PM

Dear planning and zoning of St. George

I'm writing in concern about the planned development which is proposed on [350 south tech ridge](#) for an apartment complex.

I am a property owner at [REDACTED]

This development will increase traffic on Donlee. Which has already happened.

Also, this development will need water and electricity which are already being stretched in this area of the state.

I would like people to think about the stress upon the resources in the southern Utah area.

Please start to be responsible stewards of the land around the St. George area.

Thank you
Jenny Jennings
[REDACTED]

Proposed plan development at Tech Ridge

1 message

Kristina Jensen [REDACTED]

Mon, Jul 21, 2025 at 4:46 PM

To: brenda.hatch@sgcityutah.gov

Ms. Hatch,

As a St. George city resident, I saw this proposed plan development and meeting posted online via Facebook.

It is distressing at best to think that this amendment to the planned tech Ridge development area is being proposed. The added congestion on Bluff Street, as well as the added congestion in the Tech Ridge area are not welcome and will not benefit the area.

I hope that this development amendment will be voted down.

Kristina Jensen
Tuweap Dr., St. George, UT

Sent from my iPhone

Tech Ridge Area 1.2. Case No. 2025-PDA-016.

1 message

Leslie Carman [REDACTED]
To: brenda.hatch@sgcityutah.gov

Mon, Jul 21, 2025 at 4:03 PM

Planning Commission St. George City, Washington County.

Dear sirs:

I am deeply disappointed on so many levels about this potential project.

The first, being that you have my address which is [REDACTED], and I never received a letter about this project or suggested previous project which was much smaller. You have my property tax sent to me why can you not send information about the insane development in the area.

The second, is that this project as stated will increase traffic off of tech ridge through the one single road off the ridge down to one of the most dangerous intersections in all of St. George, Bluff and Tech ridge road. The increase in car traffic would be at minimum over 400 hundred cars a day assuming that each apartment would have at least 2 cars, that is not counting visitors to the site. An additional concern which we have already experienced is that we have had cars race through DonLee and there are many kids playing in the streets. The neighbors have already had patrols come to the neighborhood and slowed people down, so we don't get very many any more. But this project will aggravate the traffic through a local street.

The third, is that as with the entire state we keep saying that we have no water and that we must conserve. If that is true then why do we continue to build and drive up not only water costs but the cost of electricity for all residents. Is that just so developers can make money at the cost of the rest of us.

Lastly, this is a poor placement for this development, on the Donlee side of the road there is single family homes and condos which are low and not 5 stories. I suggest that this development follow what is already homes and low condos, and minimize the visual impact for all of St. George and impact to the neighborhood.

Please vote no on this project as this is too much for the area and the homeowners who live there.

Leslie Kovach
[REDACTED]

Sent from my iPad

Tech Ridge Area 1.2

1 message

Matt Metcalf Architecture <mattmetcalfarch@gmail.com>
To: Brenda Hatch <brenda.hatch@sgcity.org>

Tue, Jul 22, 2025 at 6:38 PM

I am writing in strong SUPPORT of this project.

Project types like these are the only way to provide reasonably priced housing. I want my kids and grandkids to call St. George home, and to achieve that goal something has to change with the types of projects we build (ie: less single-family, more missing middle!)

This is a great project and part of a great development that is broadening the professional skillset, job opportunities, and diversity of St. George. It should be applauded.



Matt Metcalf, Architect

(435) 229-6849

mattmetcalfarch@gmail.com

3768 Loganberry Cir., St. George, UT 84790

Tech Ridge Area 1.2 Proposal

1 message

Emily Murphy [REDACTED]

Mon, Jul 21, 2025 at 4:42 PM

To: "brenda.hatch@sgcityutah.gov" <brenda.hatch@sgcityutah.gov>

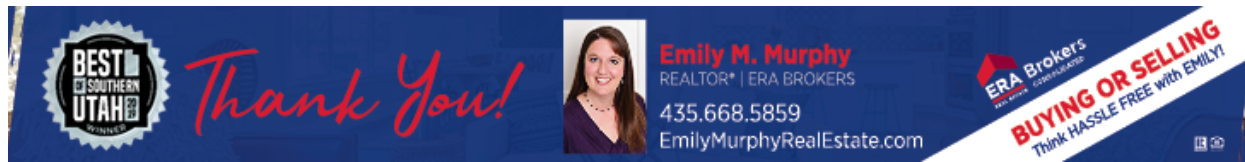
To Whom It May Concern:

Speaking as a resident of Donlee Drive, I have MAJOR concerns about the notice we received in reference to the 5-story 199 residential building that is being proposed for the Tech Ridge Area 1.2.

1. Why was this notice not sent to EVERYONE who lives in the neighborhood on the Black Hill? This change will affect ALL of the residents there but of everyone I have spoken to, not even half of them received the notice.
2. Why is this being done with only a week's notice and in the middle of the summer when so many people are out of town on pre-planned vacations? This reeks of underhanded play by the city and developer, reminiscent of what happened when they tried to take our neighborhood park.
3. We were told when the Black Hill View Park was reopened in June 2020, that the land behind it would be developed with townhomes, most likely row-style homes. I also have photos from the Tech-Ridge master plan in November 2022 and this is NOTHING like what was shown then. Why has the plan changed?
4. You haven't even addressed the current traffic issues that we are dealing with in that neighborhood DAILY and yet you want to add 200 households to the mix?? On any given day when a class is released from Dixie Tech, I can count 25-30 cars lined up waiting at the light at the intersection of St. George Blvd. and Tech Ridge Drive. For some reason, it was decided to LESSEN lanes in that intersection JUST as Dixie Tech was opening and classes starting several years ago (2018). Not being able to pull out onto Tech Ridge Drive from the neighborhood or being forced to wait through 5-6 light cycles is already an issue. We were told that the other roads being added would lessen the load but even with the addition of Cloud Drive, it has not stopped the lineup of cars on Tech Ridge Drive or those cutting through the neighborhood on Donlee Drive and driving excessively fast to get where they want to go.
5. I am also deeply concerned about what the influx in activity in the park will be like. I'm worried about what kind of illicit activity this will bring to the park. It's a numbers thing more than anything. The more people you have in an area, the more likely to have illegal activities. I just know that other parks where they've gone in and developed a ton of housing around them, (not necessarily multi-family buildings either) have started to have problems in those parks with drugs, vandalism, etc.
6. Being a Realtor for 16 years, I can say with confidence that this will affect property values. Most especially for the homes that currently border the park but also for our whole neighborhood. A LARGE multi-family building that close to single family residential makes selling a home hard. I hear it from buyers every time I take them out. "How far are we from the apartments?" In my opinion, when people drive up the hill and see how near the Tech Ridge development is - especially a LARGE 5-story building right adjacent to the park - then they may not want to look at/buy homes in our area.
7. It will also affect our home values in that we will be competing with new modern residential development within the Tech Ridge. Another reason that the separation from any other residential of the Tech Ridge development needs to be there - to distinguish the mature, developed neighborhood from the new age residential model of homes that will be developed in Tech Ridge. I just think out of the 100 or so acres available to them, they could give more distance between the traditional neighborhood and the mixed-use commerce and housing that will be going in further south in the project. That would be an ideal area if they are touting the work, live, and recreate angle.

I'm totally okay with multi-family buildings and don't oppose them putting one up in Tech Ridge. I understand that development has to happen, and I welcome that. But this is not the right kind of building for that location! In my opinion, there are too many points of issue that need to be discussed before they approve this amendment. With the direct impact to ALL of the neighborhood, I think we need to push for a neighborhood meeting NOW to get the opinions of those that will be dealing with all this new building will bring. In this meeting they should bring renderings of what they are proposing. All I need to do is look up and I can see what happened the last time the city trusted a developer to make improvements up here on the Black Hill. The whole city can look up and see how well that worked out for us!

Respectfully Submitted,



Emily M. Murphy

Voted Best of Southern Utah Realtor - 2019!

Senior Sales Associate, REALTOR

ERA Brokers Consolidated

201 E. St. George Blvd.

St. George, UT 84770

435-668-5859

Emily.Murphy@ERABrokers.com

EmilyMurphyRealEstate.com

Concerning BlackHill Apartments

1 message

Elizabeth Timpson <[REDACTED]>
To: "brenda.hatch@sgcityutah.gov" <brenda.hatch@sgcityutah.gov>

Mon, Jul 21, 2025 at 4:43 PM

To whom it may concern,

As a resident of Donlee Dr on the Black Hill, I ask that you reconsider the proposed plan to build the apartment complex behind the Black Hill Park. I have many concerns about an apartment building of that size (5 story, 200 units) and what potential problems may arise for the residents living on that hill. Please revise your proposal to include the townhomes that were initially proposed a few years ago and please do not consider such a large apartment complex. I would love to attend the meeting held Tuesday at 5 pm in person but, sadly am out of town, so please consider this email as my voice for concern.

Sincerely,
Resident
Elizabeth Peterson

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Tech Ridge Area 1.2 Case No 2025-PDA-016

1 message

Gwyn Purvis <[REDACTED]>

Mon, Jul 21, 2025 at 3:34 PM

To: "brenda.hatch@sgcityutah.gov" <brenda.hatch@sgcityutah.gov>

Hi Brenda,

I am writing to express my disapproval of the proposed development of the five story 199 unit building set for discussion tomorrow July 22, 2025.

I understand there is growth in our area but I believe that there should be limits due to the increase in population and extreme growth we are experiencing. This increase and expansion negatively impacts all of us who live here. Controlled growth should be a priority.

There is not enough water for the residents currently in Washington County with or without the area experiencing a drought.

Our roads and infrastructure are already overloaded.

Smaller, slower growth benefits us all.

The proposed development does not meet any of the plans for responsible controlled growth.

I sincerely hope this will not be approved.

Thank you,

Gwyn Purvis

Concerned citizen

[REDACTED]
Washington, Utah
[REDACTED]

Letter -199 development

1 message

Theresa Sampson [REDACTED]
To: brenda.hatch@sgcityutah.gov

Mon, Jul 21, 2025 at 2:58 PM

Hi Brenda, when was this letter sent out ??? That hill is already too congested with the cars coming and going from the college and people making short cuts through the neighborhood . No on the 199 units

Thank you,

Theresa Sampson

Sent from my iPhone

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EXISTING TECH RIDGE PLANNED DEVELOPMENT MIXED-USE (PD-MU) ZONE ON APPROXIMATELY 3.24 ACRES FOR A 5-STORY 199-UNIT RESIDENTIAL MULTI-FAMILY BUILDING AND ADJACENT PARKING GARAGE WITH A CONCEPTUAL SITE PLAN AND ELEVATIONS, LOCATED AT 400 SOUTH TECH RIDGE PARKWAY TO BE KNOWN AS TECH RIDGE AREA 1.2 WITH CONDITIONS FROM THE PLANNING COMMISSION.

(Tech Ridge Area 1.2)

WHEREAS, the property owner has requested an amendment to the approved Tech Ridge Planned Development Mixed Use (PD-MU) Zone on approximately 3.24 acres, to approve a 5-story 199-unit residential multi-family building and adjacent parking garage. The amendment also requests reduced parking requirements. The site is located at 400 South Tech Ridge Parkway ; and

WHEREAS, the City Council held a public meeting on this request on August 21, 2025, to consider the amendment of the Tech Ridge Planned Development; and

WHEREAS, the Planning Commission held a public hearing on July 22, 2025, and thereafter forwarded a recommendation for approval of the requested amendment to the City Council with a 7-0 vote with the following exception:

1. That there be no reduction in the required parking requirements.

WHEREAS, the City Council has determined that the requested PD amendment is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city, 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-MU Zone for the property described in Exhibit 'A' shall be amended upon the effective date of this ordinance to reflect the approval of a site plan as shown in 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 upon publication and the final approval by the land use authority of a final plat or site plan. In the event a final plat is not approved within one year of the adoption of this Ordinance, this Ordinance shall be considered null and void and of no effect.

APPROVED AND ADOPTED by the St. George City Council, this 21st day of August 2025.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Daniel Baldwin, Assistant City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____

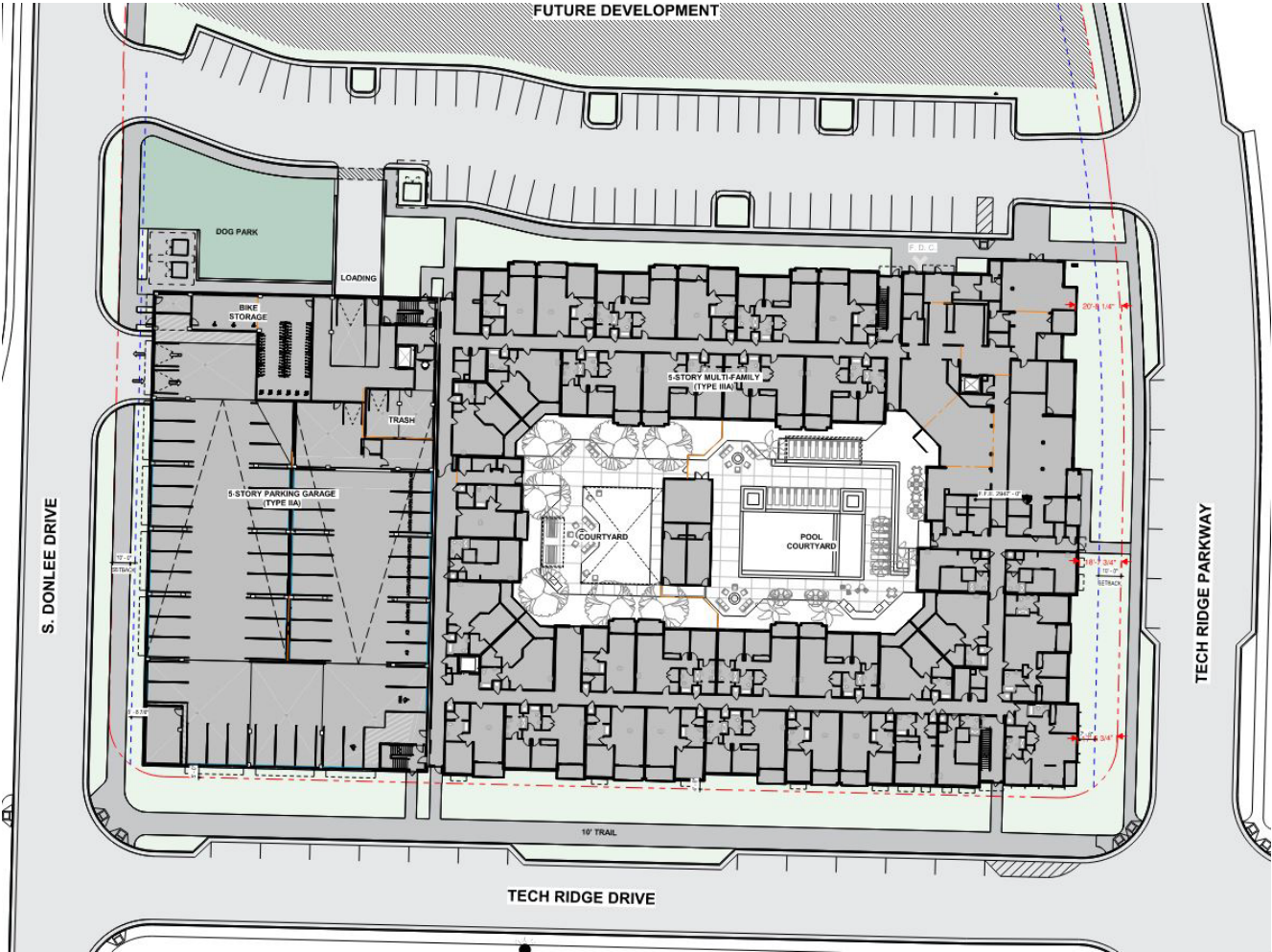
EXHIBIT "A"

Area 1.2 Pre Plat

Beginning at a point which is South 88°45'38" East 161.97 feet along the South sec on line and North 00°00'00" East 2090.80 feet from the South 1/4 corner of Sec on 25 Township 42 South Range 16 West of the Salt Lake Base and Meridian and running thence North 88°39'41" West 54.53 feet; thence North 46°55'00" East 1.45 feet; thence North 01°20'19" East 407.68 feet to the point of curvature of a curve to the right having a radius of 1025.25 feet; thence Northeasterly 129.99 feet along the arc of said curve through a central angle of 07°15'52", the chord of which bears North 04°58'15" East for a distance of 129.90 feet, to a point of nontangency; thence North 81°23'50" West 5.00 feet to a point on the arc of a non-tangent curve to the right having a radius of 1030.25 feet; thence Northeasterly 5.63 feet along the arc of said curve through a central angle of 00°18'47", the chord of which bears North 08°45'34" East for a distance of 5.63 feet to the point of tangency; thence North 08°54'58" East 191.93 feet; thence South 81°05'02" East 60.00 feet; thence South 08°54'58" West 191.93 feet to the point of curvature of a curve to the left having a radius of 970.25 feet; thence Southwesterly 5.30 feet along the arc of said curve through a central angle of 00°18'47", the chord of which bears South 08°45'34" West for a distance of 5.30 feet, to a point of non-tangency; thence North 81°23'50" West 5.00 feet to a point on the arc of non-tangent curve to the left having a radius of 975.25 feet; thence Southwesterly 102.32 feet along the arc of said curve through a central angle of 06°00'41", the chord of which bears South 05°35'50" West for a distance of 102.27 feet, to a point of non-tangency; thence South 70°25'53" East 24.06 feet; thence North 20°52'11" East 15.04 feet; thence South 72°38'18" East 59.64 feet; thence South 88°38'58" East 74.33 feet; thence South 78°53'18" East 48.66 feet; thence South 88°38'58" East 193.83 feet; thence South 01°21'02" West 16.08 feet; thence North 82°22'28" East 32.55 feet to a point on the Westerly Right of Way of Tech Ridge Parkway as shown on the official Roadway Dedication plat thereof recorded as Document No. 20190024838 in the office of the Washington County Recorder in said County in the State of Utah said point also being a point on the arc of a non-tangent curve to the right having a radius of 965.00 feet; thence along said Westerly Right of Way through the following four (4) courses: Southeasterly 167.65 feet along the arc of said curve through a central angle of 09°57'15", the chord of which bears South 03°38'24" East for a distance of 167.44 feet, to the point of tangency; thence South 01°20'13" West 118.14 feet to the point of curvature of a curve to the right having a radius of 20.00 feet; thence Southwesterly 31.37 feet along the arc of said curve through a central angle of 89°52'10", the chord of which bears South 46°16'18" West for a distance of 28.25 feet, to a point of non-tangency; thence South 01°24'24" West 75.00 feet to a point on the Northerly boundary of Tech Ridge Phase 1 Subdivision as shown on the official plat thereof recorded as Document No. 20190022394 in the office of said Washington County Recorder; thence along said Northerly boundary and the extension thereof North 88°47'36" West 404.75 feet to the point of curvature of a curve to the left having a radius of 20.00 feet; thence Southwesterly 31.37 feet along the arc of said curve through a central angle of 89°52'05", the chord of which bears South 46°16'21" West for a distance of 28.25 feet, to the point of beginning.

Contains 4.90 acres.

EXHIBIT "B"



Agenda Date: 08/21/2025

Agenda Item Number: 05

Subject:

Consider approval of Ordinance No. 2025-063 amending the City's General Plan future land use map from COM (Commercial) to MDR (Medium Density Residential) on approximately 1.69 acres generally located at the northeast corner of Tuweap Drive and 2000 North. (Case No. 2025-GPA-011 - Tuweap Parcel)

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: Rosenberg Associates - Jared Bates

Reference Number: Case No. 2025-GPA-011

Address/Location:

Northeast corner of Tuweap Drive and 2000 North

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

This application is to change the General Plan land use designation from COM (Commercial) to MDR (Medium Density Residential) on approximately 1.69 acres, generally located at the northeast corner of Tuweap Drive and 2000 North. At their meeting held on July 22, 2025, the Planning Commission held a public hearing, and recommended approval with no conditions, with a vote of 6-0. Four public comments were received, one written and three during the meeting.

Staff Narrative (need/purpose):

In February 2020, the City Council approved a General Plan amendment for the approximately 3-acre Ted Warthen Center property, changing the land use designation from Low Density Residential (LDR) to Professional Office (PO). On June 19, 2025, the City adopted a new General Plan and updated land use map. As part of that adoption, the land use designation for the subject property changed from PO (Professional Office) to COM (Commercial). PO is no longer a land use designation under the current General Plan. The existing use on the property is Discovery Kids Academy, a child care center that occupies the northern portion of the site. The remaining portion of the property remains vacant and undeveloped. The property owner is now proposing a land use amendment to change approximately 1.69 acres of the 3-acre property from Commercial (COM) to Medium Density Residential (MDR).

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval with a 6-0 vote with no conditions.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/22/2025

CITY COUNCIL AGENDA REPORT: 08/21/2025

Tuweap Parcel General Plan Amendment (Case No. 2025-GPA-011)	
Request:	Consider a request to change the general plan future land-use map from COM (Commercial) to MDR (Medium Density Residential) on approximately 1.69 acres.
Applicant:	Rosenberg Associates
Representative:	Jared Bates
Location:	Generally located at the northeast corner of Tuweap Drive and 2000 North
Existing General Plan:	COM (Commercial)
Proposed General Plan:	MDR (Medium Density Residential)
Existing Zoning:	PD-AP (Planned Development Administrative Professional)
Land Area:	Approximately 1.69 acres



BACKGROUND:

In February 2020, the City Council approved a General Plan amendment for the approximately 3-acre “Ted Warthen Center” property, changing the land use designation from Low Density Residential (LDR) to Professional Office (PO). On November 5, 2020, the City Council approved a zone change from R-1-10 (Single-Family Residential, 10,000 sq ft minimum lot size) to PD-AP (Planned Development Administrative Professional), with a use list allowing nine (9) specific uses. The City Council wanted to ensure that future development would be reviewed by them to ensure compatibility with the surrounding neighborhood.

On June 19, 2025, the City adopted a new General Plan and updated land use map. As part of that adoption, the land use designation for the subject property changed from PO (Professional Office) to COM (Commercial). PO is no longer a land use designation under the current General Plan.

The existing use on the property is Discovery Kids Academy, a child care center that occupies the northern portion of the site. The remainder of the property remains vacant and undeveloped. When the General Plan amendment and zone change were proposed in 2020, many surrounding residents expressed opposition to the changes. Since that time, the property owner has been unable to attract development or sell the vacant portion of the site due to the restricted list of allowed uses.

The property owner is now proposing a land use amendment to change approximately 1.69 acres of the 3-acre property from Commercial (COM) to Medium Density Residential (MDR). A maximum of 15 units could potentially be built based on the MDR designation. A zone change would be required prior to residential development on the property.

RECOMMENDATION:

The Planning Commission held a public hearing on July 22, 2025, and voted 6-0 to recommend approval of the General Plan Amendment to the City Council with no conditions. Three (3) public comments were made during the meeting: topics included traffic, architecture, wildlife habitat, and the type of future housing. One (1) written comment was received prior to the meeting.

ALTERNATIVES:

1. Approve this General Plan Amendment.
2. Deny this General Plan Amendment.
3. Table the proposed General Plan Amendment to a future date.

POSSIBLE MOTION:

“I move that we approve the Tuweap Parcel General Plan Amendment, based on the findings listed in the staff report.”

FINDINGS FOR APPROVAL:

1. The proposed land use amendment will not be harmful to the health, safety and general welfare of residences in the area.
2. The proposed land use amendment supports the *Lifestyle* General Plan Goal by supporting quality of life by promoting housing options that cater to all stages of life and enable people to live and thrive in St. George.

3. The proposed land use amendment supports the *Responsible Growth* General Plan Goal by increasing and diversifying housing supply across the city through code amendments and aligning with the Moderate Income Housing Plan, and by supporting infill development to limit land use impacts on growth.

Exhibit A
Applicant's Narrative



Date: June 10, 2025

To: City of St. George – Planning and Zoning
Attn: Dan Boles
175 E 200 N
St. George, Utah 84770

From: Jared W Bates, PE, CFM
Principal Engineer

Subject: **Parcel SG-6-2-10-2427**
General Plan Amendment
Project Number: 14810-25

This document has been prepared for Discovery Kids Academy St. George LLC, in support of the proposed General Plan Amendment of 1.69 acres of Parcel SG-6-2-10-2427 from PO (Professional Office) to MDR (Medium Density Residential). Currently, the southern portion of the lot is undeveloped and the parcel requires a GPA to allow for residential development. The change to MDR is requested as development of single family lots or similar low density development along 2000 North is not recommended due to the high traffic volume of the roadway. Planned development projects are located to the north, east, and west of the parcel, with the 2000 North roadway along the south property boundary. Access to future development is anticipated to be along Tuwaep Dr. to facilitate ingress/egress for residents.

Exhibit B
PowerPoint Presentation



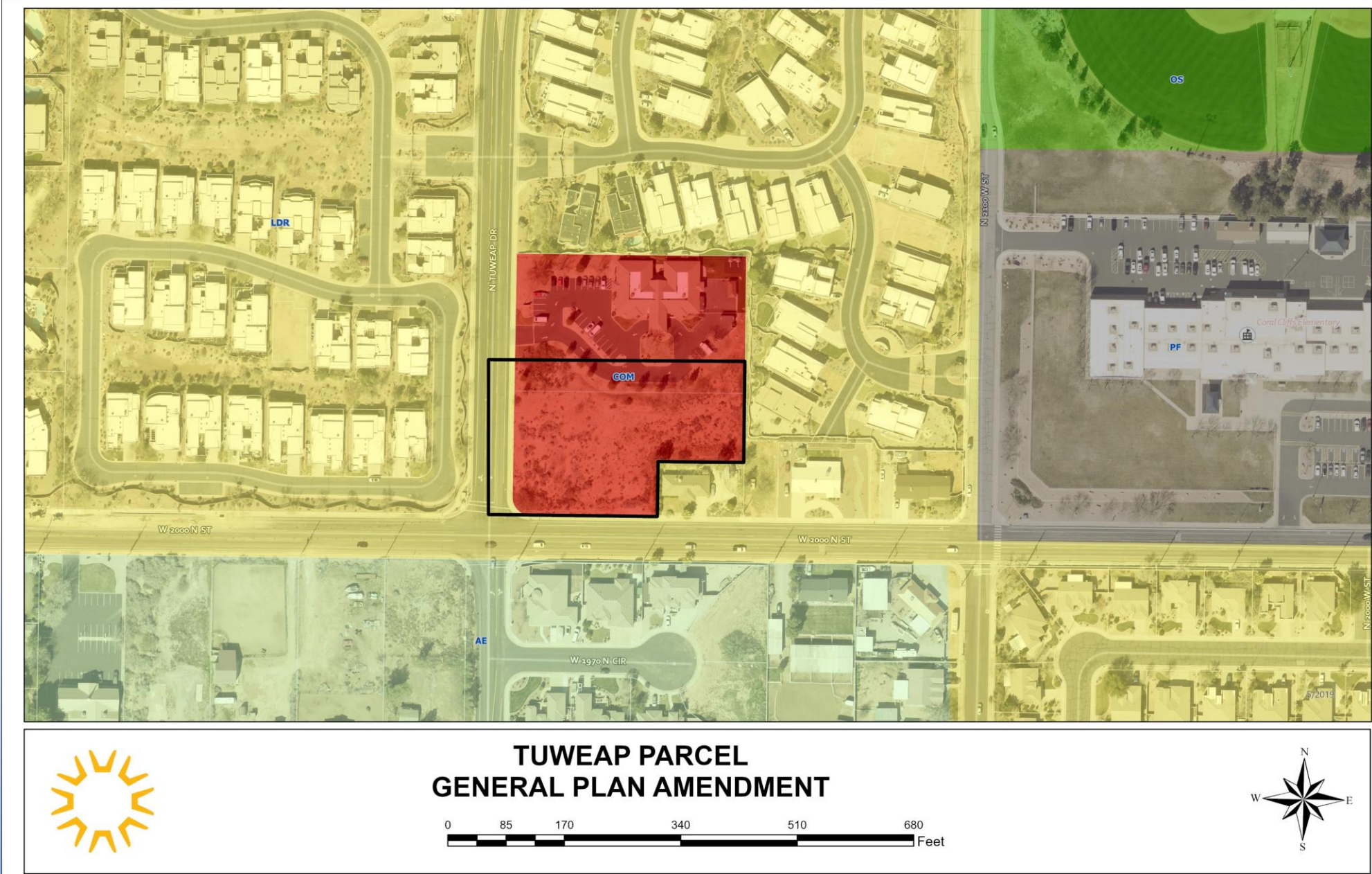
**TUWEAP PARCEL
GENERAL PLAN
AMENDMENT**

2025-GPA-011

AERIAL MAP



GENERAL PLAN MAP





PROPOSED

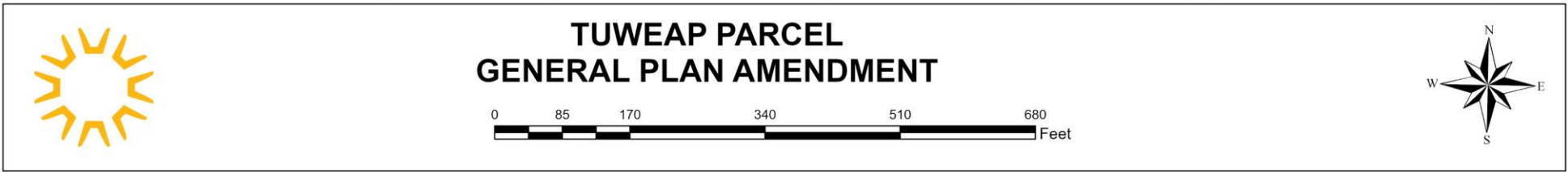
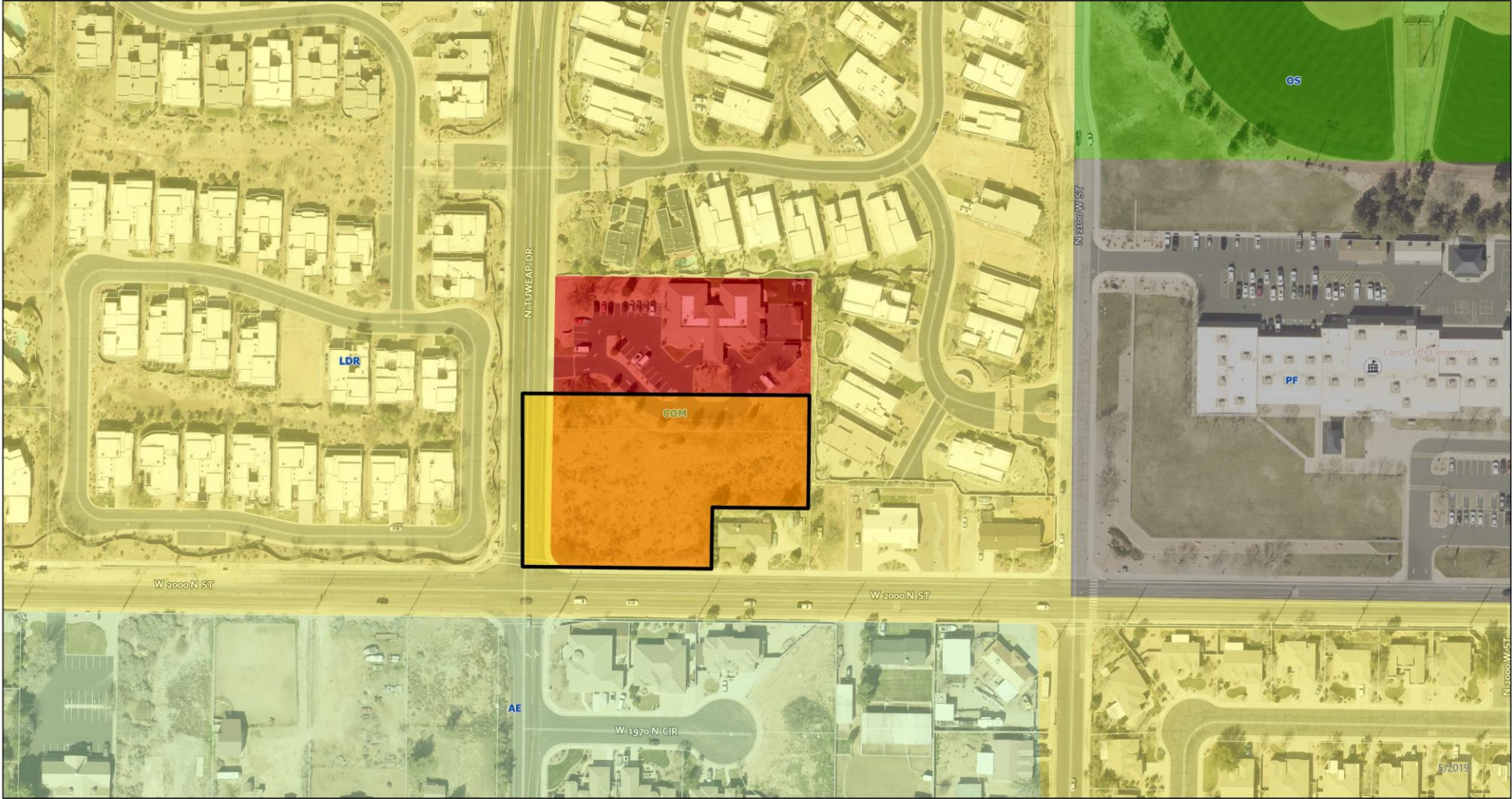


Exhibit C
Public Comment

7/19/2025

Thank you for allowing me to submit written comments on the proposed general plan use designation for the property located at Tuweap Drive and 200 North.

Concerns re Case Number 2025-GPA-011:

No Public Notice

No public notice is posted on N Tuweap Drive or 200 North Street alerting neighbors beyond 500' of the proposed zoning change as of 7/19/2025.

Traffic Mitigation relative to the proposed zoning change

The adjacent intersection and thoroughfare is often congested, especially during events, creating unsafe driving conditions. A tree at the corner impairs line of sight. Traffic from a professional office would primarily occur during business hours. In-and-out traffic from a residential development would occur at all hours.

Lindi Ricks

[REDACTED]

St George, UT 84770

[REDACTED]

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM COM (COMMERCIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) ON APPROXIMATELY 1.69 ACRES, GENERALLY LOCATED AT THE NORTHEAST CORNER OF TUWEAP DRIVE AND 2000 NORTH (CASE NO. 2025-GPA-011)

(Tuweap Parcel)

WHEREAS, the applicant has requested an amendment to the General Plan Future Land Use Map from COM (Commercial) to MDR (Medium Density Residential) on approximately 1.69 acres generally located at the northeast corner of Tuweap Drive and 2000 north; and

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on August 21, 2025; and

WHEREAS, the Planning Commission held a public hearing on this request on July 22, 2025, and recommended approval with a 6-0 vote; and

WHEREAS, the City Council has determined that an amendment to the General Plan Future Land Use Map is consistent with the lifestyle and responsible growth goals of the General Plan, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The City General Plan Future Land Use Map is hereby amended by changing the land use designation from COM (Commercial) to MDR (Medium Density Residential) on approximately 1.69 acres, generally located at the northeast corner of Tuweap Drive and 2000 north, and more specifically described on Exhibit "A" attached hereto and incorporated herein.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 21st day of August 2025.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

VOTING OF CITY COUNCIL:

City Attorney's Office

Jami Brackin, Deputy City Attorney

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

Exhibit "A"

Beginning at a point on the Easterly line of Toroweap at Entrada, as found on file with the Washington County Recorder's Office, Entry No. 20060003891, said point being North 89°16'00" West 2,058.99 feet along the center section line and South 1,074.56 feet from the East 1/4 Corner of Section 10, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 89°19'20" East 368.97 feet to a point on the Westerly line of Tuweap Point Phase 1, as found on file with the Washington County Recorder's Office, Entry No. 934950;

thence South 00°40'40" West 146.67 feet along said Westerly line Tuweap Point Phase 1 to the Northeasterly corner of that certain parcel as described in Warranty Deed, Document No. 0357187, as found on file with the Washington County Recorder's Office;

thence along said parcel the following (2) courses;

thence North 89°19'20" West 125.00 feet;

thence South 00°57'07" West 80.00 feet to the Northerly line of 2000 North Street;

thence North 89°19'20" West 244.95 feet along said Northerly line 2000 North Street to said Easterly line of Toroweap at Entrada;

thence North 01°01'21" East 226.67 feet to the Point of Beginning.

Containing 73,772 square feet or 1.69 acres.



June 10, 2025



Agenda Date: 08/21/2025

Agenda Item Number: 06

Subject:

Consider approval of Ordinance No. 2025-064 amending the City Zoning Map by changing the zone from A-1 (Agricultural, 40,000 square foot minimum lot size) to R-1-10 (Residential, 10,000 ft minimum lot size) on approximately 15.11 acres generally located west of the St. George/Washington border and approximately 2600 South. (Case No. 2025-ZC-014 - Teakwood phase 11)

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: DSG Engineering - Mike Terry

Reference Number: 2025-ZC-014

Address/Location:

Generally located west of the St. George/Washington border and approximately 2600 South

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

The underlying general plan is LDR (Low Density Residential) with adjacent zoning of RE-20 (Residential Estates, 20,000 ft minimum lot size), R-1-10 (Residential 10,000 ft minimum lot size), A-1 (Agricultural, 40,000 ft minimum lot size) & (Washington City PCD Planned Community Development). At their meeting held on July 22, 2025, the Planning Commission held a public hearing, and recommended approval, with a vote of 7-0; there were no comments.

Staff Narrative (need/purpose):

The applicant is seeking to change the zone from A-1 (Agricultural, 40,000 ft minimum lot size) to R-1-10 (Residential, 10,000 ft minimum lot size) in order to subdivide the property. This property is not part of a recorded subdivision plat and is free of any permanent structures. Teakwood began with rezones and plats in 2019. Some

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

On July 22, 2025, the Planning Commission held a public hearing on the rezone request. No comments were received at the hearing, and the Planning Commission forwarded a positive recommendation with a 7-0 vote and no conditions.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/22/2025
CITY COUNCIL AGENDA REPORT: 08/21/2025

Teakwood 11 Zone Change (Case No. 2025-ZC-014)	
Request:	Consider a request to amend the City Zoning Map by amending the zone from A-1 (Agricultural, 40,000 ft ² minimum lot size) to R-1-10 (Residential, 10,000 ft ² minimum lot size) on approximately 15.11 acres generally located west of the St. George/Washington border and approximately 2600 South.
Applicant:	DSG Engineering – Mike Terry
Location:	Generally located west of the St. George/Washington border and approximately 2600 South
General Plan:	LDR (Low Density Residential)
Existing Zoning:	A-1 (Agricultural, 40,000 square foot minimum lot size)
Surrounding Zoning:	North RE-20 (Residential Estates, 20,000 ft ² minimum lot size)
	South R-1-10 (Residential 10,000 ft ² minimum lot size)
	East A-1 (Agricultural, 40,000 ft ² minimum lot size) & (Washington City – PCD – Planned Community Development)
	West A-1 (Agricultural, 40,000 ft ² minimum lot size)
Land Area:	Approximately 15.11 acres



TEAKWOOD 11 ZONE CHANGE

0 330 660 1,320 1,980 2,640 Feet



BACKGROUND:

The applicant is seeking to change the zone from A-1 (Agricultural, 40,000 ft² minimum lot size) to R-1-10 (Residential, 10,000 ft² minimum lot size) in order to subdivide the property. This property is not part of a recorded subdivision plat and is free of any permanent structures. Teakwood began with rezones and plats in 2019. Some of the phases have changed names to Red Pine and Maple Meadows but all are connected and essentially flow together.

The applicant, in deciding what zoning would be most appropriate for this area, took into consideration how the surrounding area has been developed. The land directly north of the property has been developed as RE-20 (Residential Estates, 20,000 ft² minimum lot size). To the south of the property has not been developed yet but is zoned R-1-10 of which, this is an extension. The R-1-10 zone is a single-family zone which requires 10,000 ft² minimum lot size. The R-1-10 zone is also consistent with the underlying General Plan on this property, which is LDR (Low Density Residential) which allows up to four units per acre.

NOTICING:

Notice letters were sent to property owners within a 500 ft. radius of the rezone and notices were posted in four (4) public places on the City website, State website, and on two (2) bulletin boards in the City.

RECOMMENDATION:

On July 22, 2025, the Planning Commission held a public hearing on the rezone request. No comments were received at the hearing, and the Planning Commission forwarded a positive recommendation with a 7-0 vote.

ALTERNATIVES:

1. Approve as presented.
2. Deny the application.
3. Continue the proposed zone change to a future date.

POSSIBLE MOTION:

"I move that we approve the zone change for Teakwood 11, case number 2025-ZC-014, based on the findings listed in the staff report."

FINDINGS FOR APPROVAL:

1. The proposed zone change is consistent with the general plan such as:
 - a. Increase and diversify housing supply across the city
 - b. Promote housing options that cater to all stages of life and enable people to live and thrive in St. George.
2. There is consistent zoning in the surrounding area to the proposed zone change.
3. The zone change will be followed by a plat to subdivide the property.

Exhibit A

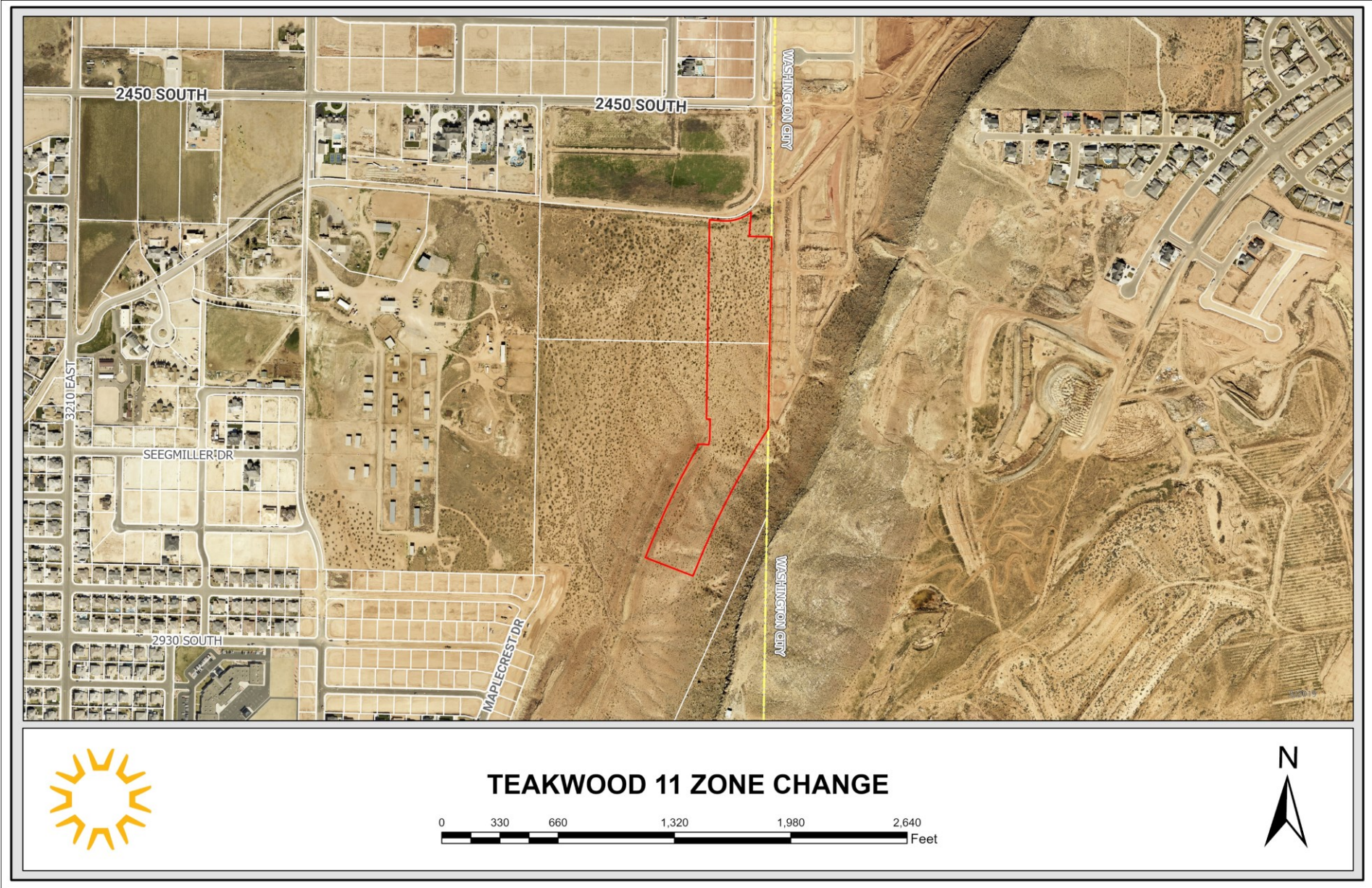
PowerPoint Presentation



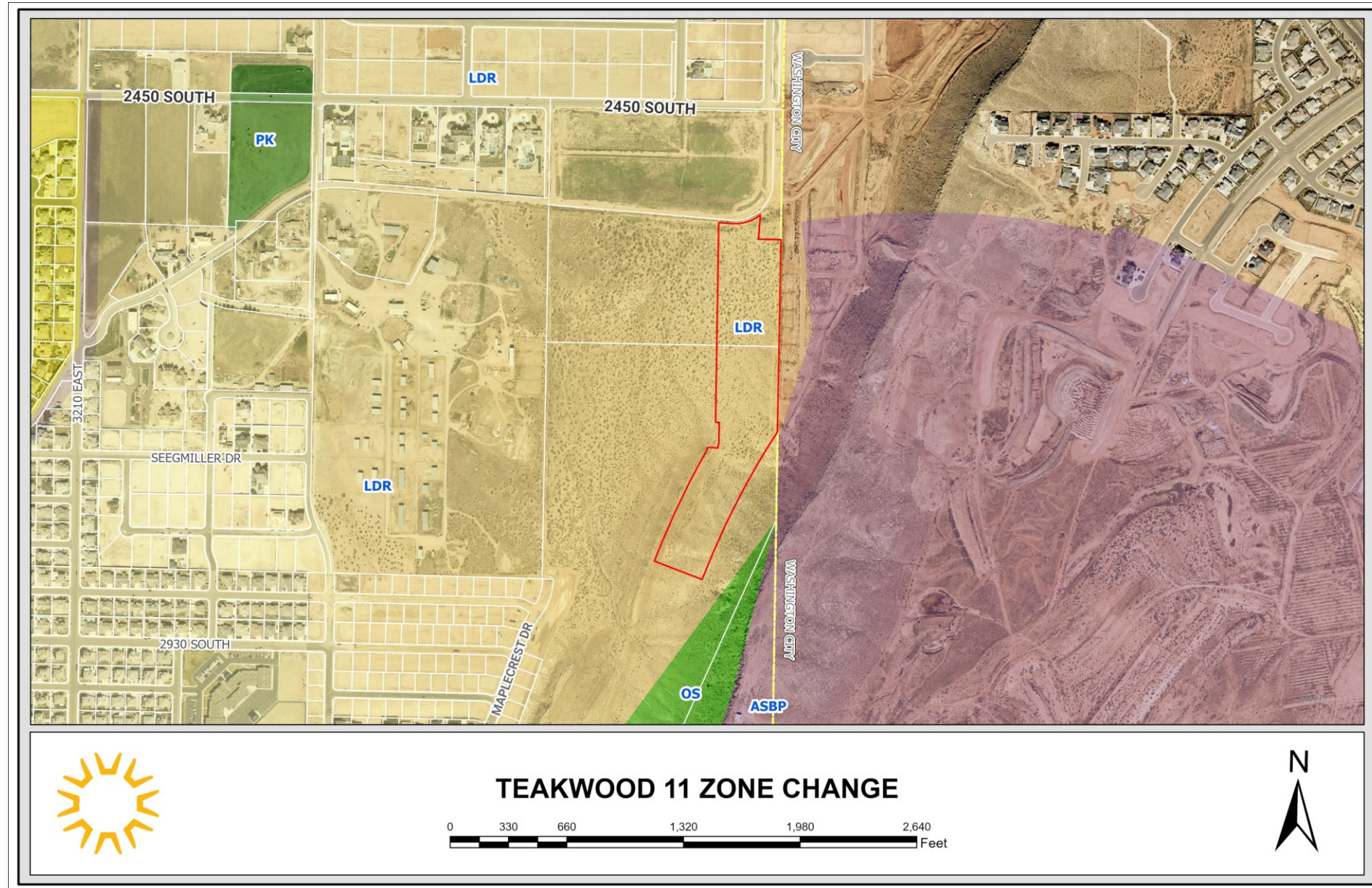
Teakwood 11

2025-ZC-014

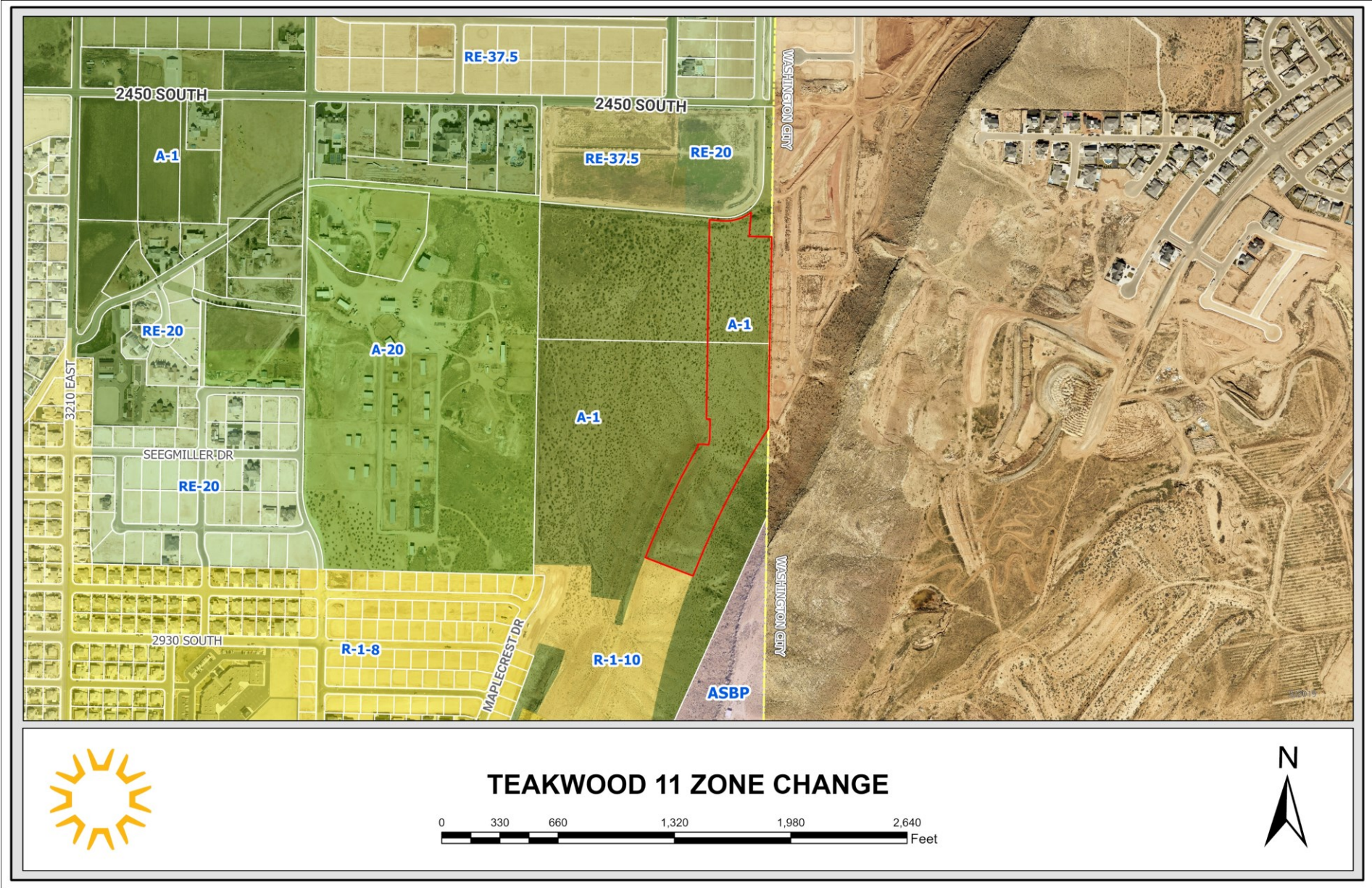
Aerial Map



Land Use Map



Zoning Map



[illegible]

		DSG ENGINEERING, INC. LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS 1114 EAST 2ND NORTH ST. #1 St. George, UT 84770 Office (435) 638-2121	
DATE:	JUNE 2025	PM:	NET
DRAWN BY:	NET	DESIGNED BY:	NET
CHECKED BY:		PROJECT NO.:	25-069
SCALE:	1"=100'	SHEET NUMBER:	1
1 OF 1 TOTAL		ZC-1	

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM A-1 (AGRICULTURAL) TO R-1-10 (RESIDENTIAL 10,000 SQUARE FEET MINIMUM LOT SIZE) ON APPROXIMATELY 15.11 ACRES GENERALLY LOCATED WEST OF THE ST. GEORGE AND WASHINGTON BORDER AND APPROXIMATELY 2600 SOUTH IN ANTICIPATION OF A FUTURE RESIDENTIAL SUBDIVISION.

(Teakwood 11 Zone Change)

WHEREAS, the property owner has requested a zone change from A-1 (Agricultural) to R-1-10 (Residential, 10,000 ft² minimum lot size) on approximately 15.11 acres generally located west of the St. George/Washington border and approximately 2600 South in anticipation of a future residential subdivision; and

WHEREAS, the City Council held a public meeting on this request on August 21, 2025; and

WHEREAS, the Planning Commission held a public hearing on the request on July 22, 2025; and recommended approval with a 7-0 vote; and

WHEREAS, the City Council has determined that the requested amendment to the Zoning Map is justified at this time, and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George with no conditions.

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. Adoption. The City Zoning Map shall be amended upon the Effective Date of this Ordinance to reflect the zone change from A-1 (Agricultural) to from R-1-10 (Residential, 10,000 ft² minimum lot size). The zone 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. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

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

APPROVED AND ADOPTED by the St. George City Council, this 21st day of August 2025.

ST. GEORGE CITY:

Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

ATTEST:

Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

Councilmember Kemp	_____
Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____

Exhibit “A” – Legal Description

R-1-10 AND RE-20 ZONE: BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING SOUTH 88°24'08" EAST ALONG THE EAST-WEST QUARTER SECTION LINE, A DISTANCE OF 2636.934 FEET TO A POINT ON THE NORTH-SOUTH QUARTER SECTION LINE AND NORTH 00°55'14" EAST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 871.836 FEET FROM THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 01°00'22" EAST BETWEEN THE SOUTHWEST CORNER AND THE WEST QUARTER CORNER OF SAID SECTION 11), SAID POINT BEING AT THE CUSP OF A CURVE, (RADIUS POINT BEARS SOUTH 57°00'44" EAST) AND RUNNING THENCE SOUTHWESTERLY ALONG THE ARC OF A 4555.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°52'55", A DISTANCE OF 944.622 FEET; THENCE NORTH 68°53'39" WEST 290.000 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 68°53'39" EAST); THENCE ALONG THE ARC OF A 4845.000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°18'42", A DISTANCE OF 702.845 FEET; THENCE NORTH 00°55'14" EAST 12.500 FEET; THENCE SOUTH 89°04'46" EAST 24.591 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 177.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 11°34'36", A DISTANCE OF 35.864 FEET; THENCE NORTH 12°29'50" EAST 32.500 FEET; THENCE NORTH 00°55'14" EAST 114.272 FEET; THENCE NORTH 89°04'46" WEST 20.958 FEET; THENCE NORTH 00°55'14" EAST 1132.502 FEET; THENCE SOUTH 85°08'32" EAST 70.267 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 240.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 42°16'00", A DISTANCE OF 177.046 FEET; THENCE SOUTH 04°43'04" WEST 137.907 FEET; THENCE SOUTH 89°04'46" EAST 125.906 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 00°55'14" WEST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 1089.522 FEET TO THE POINT OF BEGINNING.

CONTAINS 658,382 SQ. FT., (15.114 ACRES)

Exhibit “B” – Parcel Exhibit



TEAKWOOD 11 ZONE CHANGE

0 187.5 375 750 1,125 1,500
Feet





Agenda Date: 08/21/2025

Agenda Item Number: 07

Subject:

Consider approval of Ordinance No. 2025-065 amending portions of Title 10-5 to modify non-agricultural accessory structure setbacks in Agricultural Zones and remove sections of code. (Case No. 2025-ZRA-009)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: Apryl Young-Cox

Reference Number: 2025-ZRA-009

Address/Location:

N/A

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

Staff received an application from a resident requesting a Zoning Regulation Amendment to revise the non-agricultural accessory structure setbacks in the Agriculture Zone section of City code. Staff has faced challenges regarding this section of code in the past and has worked with the applicant on a revision that will be favorable to both parties.

Staff Narrative (need/purpose):

This amendment will align the setback for non-agricultural accessory buildings in agricultural zones with the accessory building setbacks in residential zones, reducing it from 25 feet to the distances and standards shown in Exhibit A. Setbacks for accessory buildings used for agriculture purposes will remain unchanged and will continue to be listed in the allowed uses table with their specific setbacks in section 10-5-1 of City code. While this section is being revised, staff is requesting amendments to Title 10-5-3 and 10-5-10 to align certain setbacks with Senate Bill (SB) 181.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of the zone regulation amendment with a 7-0 vote.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/22/2025

CITY COUNCIL AGENDA REPORT: 08/21/2025

AMENDMENT TO TITLE 10-5-6: ZONING REGULATIONS – AGRICULTURAL ZONES - YARDS UNOBSTRUCTED - EXCEPTIONS

This section of the St George City municipal code currently regulates exceptions in yards located in Agricultural Zones.

AMENDMENT TO TITLE 10-5-3: AREA, WIDTH AND YARD REQUIREMENTS

This section of the St. George City municipal code currently regulates size requirements and setbacks for yards located in Agricultural Zones.

AMENDMENT TO TITLE 10-5-10: SETBACKS ALONG STREETS

This section of the St. George City municipal code currently regulates side, rear, and double-fronting lot setbacks along streets.

REQUEST:

This is a request to amend the required setbacks for non-agricultural accessory structures located in Agricultural Zones. The applicant is Apryl Young-Cox. Case No. 2025-ZRA-009.

BACKGROUND:

Staff received an application from a resident requesting a Zoning Regulation Amendment to revise the non-agricultural accessory structure setbacks in the Agriculture Zone section of City code. Staff has faced challenges regarding this section of code in the past and has worked with the applicant on a revision that will be favorable to both parties.

This amendment will align the setback for non-agricultural accessory buildings in agricultural zones with the accessory building setbacks in residential zones, reducing it from 25 feet to the distances and standards shown in Exhibit A. Setbacks for accessory buildings used for agriculture purposes will remain unchanged and will continue to be listed in the allowed uses table with their specific setbacks in section 10-5-1 of City code.

While this section is being revised, staff is requesting amendments to Title 10-5-3 and 10-5-10 to align certain setbacks with Senate Bill (SB) 181.

Proposed Changes:

The proposed revisions are attached as Exhibit A, B, and C.

- The additions are underlined in blue
- The removals are crossed out in ~~red~~

RECOMMENDATION:

The Planning Commission held a public hearing on July 22, 2025, after which they recommended approval of the proposed zoning regulation amendment to amend the required setbacks for non-agricultural accessory structures located in Agricultural Zones, with a 7-0 vote.

ALTERNATIVES:

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

POSSIBLE MOTION:

"I move that we approve the changes to Title 10-5-6, 10-5-3, and 10-5-10 as contained in exhibit 'A', 'B', and 'C', case no. 2025-ZRA-009, based on the findings listed in the staff report."

FINDINGS:

1. It is in the best interest of the City to update the City municipal code periodically.
2. The proposed revision will allow residents in the Agricultural Zones to optimize land use.
3. This amendment will help align city code with provisions of Senate Bill (SB) 181 to ensure compliance with updated state requirements by adjusting certain setbacks from 25 feet to 20 feet.

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-5-6

- A. Every part of the setback area shall be open to the sky, unobstructed except for:
1. The ordinary projections of belt courses, eaves, chimneys, flues, cantilevered balconies, decks, ornamental features, open fire escapes, or open outside stairways (inside or rear only), which project into a setback not more than four feet (4');
 2. A porte-cochere may extend from the main dwelling doorway and over a circular drive. The porte-cochere shall be open on three (3) sides and no more than thirty feet (30') wide if it projects into the front setback. Each porte-cochere shall have a fifteen-foot (15') or greater setback from the front property line;
 3. City public transit shelters, with or without public restrooms, may be located within a setback area adjacent to a public street;
 4. *Patio Cover*: A patio or area cover is only permitted in a rear yard and must meet the following standards:
 - a. The patio or area covered shall not be enclosed on any side;
 - b. No more than one-third (1/3) of the rear yard is covered;
 - c. No cover shall be closer than two feet (2') to the rear and side property line.
- B. *Accessory Structures*: A one (1) story non-agricultural accessory structure is ~~limited as follows~~ subject to the following standards:
- ~~1. Accessory buildings shall not cover more than twenty-five percent (25%) of the rear yard;~~
 - ~~2. If the accessory building is located in the side yard portion of the rear yard, the structure must be designed and constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;~~
 - ~~3. No portion of an accessory structure may be:~~
 - ~~a. Within twenty-five feet (25') of any property line except a pool may be constructed within ten feet (10') of the property line for a street side yard if a fence is provided;~~
 - ~~b. Within six feet (6') of any structure;~~
 - ~~c. Projected across a property line;~~

- ~~d. Constructed in a manner that will divert storm water onto adjacent property;~~
 - ~~e. Located over a utility easement without prior written approval from the joint utility commission and an encroachment agreement with terms acceptable to the city attorney; or~~
 - ~~f. Permitted, constructed, or used prior to occupancy of the main structure;~~
 - ~~4. An accessory building smaller than one hundred twenty (120) square feet that does not require a building permit is allowed in the side and rear yard to property line; provided, there is an accessible walkway at least three feet (3') in width.~~
1. Side Yard: The structure shall be located outside of the required setbacks and meet all the following:
 - a. Be constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;
 - b. Separated at least six feet (6') from any other structure; and
 - c. Not exceed a height of twenty feet (20');
 2. Rear Yard: The structure may be located zero feet (0') from the rear and side property lines, provided it meets all the following:
 - a. Be set back at least twenty feet (20') from any street;
 - b. Be separated at least six feet (6') from any other structure;
 - c. Not project across a property line;
 - d. Be constructed in a manner that does not divert storm water onto adjacent property;
 - e. If located over a utility easement, receive prior written approval from the joint utility commission and enter into an encroachment indemnification agreement with terms acceptable to the city attorney; and
 - f. Not exceed a height of twenty feet (20').
 3. Accessory structures shall not be permitted, constructed, or used prior to occupancy of the main structure.
 4. Structures connected to the main structure with a roof connection that is less than twelve feet (12') in width, and which do not match the materials and design of the main structure, shall be considered an accessory structure.

5. An accessory structure not exceeding two hundred (200) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required.

EXHIBIT B

PROPOSED CHANGES TO TITLE 10-5-3: AREA, WIDTH AND YARD REQUIREMENTS:

The minimum area, width and yard requirements for each zone are as indicated below:

District	Area Minimum	Minimum Lot Width	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
A-0.5	20,000 square feet	80 feet	20 5 feet	10 feet	10 feet
A-1	40,000 square feet	100 feet	20 5 feet	10 feet	10 feet
A-5	5 acres	100 feet	20 5 feet	20 5 feet	20 5 feet
A-10	10 acres	500 feet	20 5 feet	20 5 feet	20 5 feet
A-20	20 acres	500 feet	20 5 feet	20 5 feet	20 5 feet

EXHIBIT C

PROPOSED CHANGES TO TITLE 10-5-10: SETBACKS ALONG STREETS

Lots that have the rear or side property lines adjacent to a public street, or common areas between property lines and a public street, shall maintain the following minimum rear or side setbacks:

A. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, side yard setbacks may be reduced to twenty feet (20'). The masonry wall along a street side yard may extend to the front plane of the residence, but shall not encroach on the twenty-five foot (25') setback from the front property line.~~

B. *Double-Fronting Lots In Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

1. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, rear yard setbacks may be reduced to twenty feet (20').~~

2. Setbacks for double-fronting lots shall be measured from the masonry wall. The landscape strip shall be on the street side of the wall. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2022-07-009, 7-28-2022. Formerly 10-5-9)

EXHIBIT D

POWERPOINT PRESENTATION

AMENDMENT TO TITLE
10-5-6

AGRICULTURE ZONE ACCESSORY
STRUCTURES

2025-ZRA-009

B. *Accessory Structures:* A one (1) story accessory structure is limited as follows:

1. Accessory buildings shall not cover more than twenty-five percent (25%) of the rear yard;
2. If the accessory building is located in the side yard portion of the rear yard, the structure must be designed and constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;
3. No portion of an accessory structure may be:
 - a. Within twenty-five feet (25') of any property line except a pool may be constructed within ten feet (10') of the property line for a street side yard if a fence is provided;
 - b. Within six feet (6') of any structure;
 - c. Projected across a property line;
 - d. Constructed in a manner that will divert storm water onto adjacent property;
 - e. Located over a utility easement without prior written approval from the joint utility commission and an encroachment agreement with terms acceptable to the city attorney; or
 - f. Permitted, constructed, or used prior to occupancy of the main structure;
4. An accessory building smaller than one hundred twenty (120) square feet that does not require a building permit is allowed in the side and rear yard to property line; provided, there is an accessible walkway at least three feet (3') in width.

B. *Accessory Structures*: A one (1) story non-agricultural accessory structure is **limited** ~~as follows~~ subject to the following standards:

- ~~1. Accessory buildings shall not cover more than twenty five percent (25%) of the rear yard;~~
- ~~2. If the accessory building is located in the side yard portion of the rear yard, the structure must be designed and constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;~~
- ~~3. No portion of an accessory structure may be:~~
 - ~~a. Within twenty five feet (25') of any property line except a pool may be constructed within ten feet (10') of the property line for a street side yard if a fence is provided;~~
 - ~~b. Within six feet (6') of any structure;~~
 - ~~c. Projected across a property line;~~
 - ~~d. Constructed in a manner that will divert storm water onto adjacent property;~~
 - ~~e. Located over a utility easement without prior written approval from the joint utility commission and an encroachment agreement with terms acceptable to the city attorney; or~~
 - ~~f. Permitted, constructed, or used prior to occupancy of the main structure;~~
- ~~4. An accessory building smaller than one hundred twenty (120) square feet that does not require a building permit is allowed in the side and rear yard to property line; provided, there is an accessible walkway at least three feet (3') in width.~~

1. Side Yard: The structure shall be located outside of the required setbacks and meet all the following:
 - a. Be constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;
 - b. Separated at least six feet (6') from any other structure; and
 - c. Not exceed a height of twenty feet (20');
2. Rear Yard: The structure may be located zero feet (0') from the rear and side property lines, provided it meets all the following:
 - a. Be set back at least twenty feet (20') from any street;
 - b. Be separated at least six feet (6') from any other structure;
 - c. Not project across a property line;
 - d. Be constructed in a manner that does not divert storm water onto adjacent property;
 - e. If located over a utility easement, receive prior written approval from the joint utility commission and enter into an encroachment indemnification agreement with terms acceptable to the city attorney; and
 - f. Not exceed a height of twenty feet (20');
3. Accessory structures shall not be permitted, constructed, or used prior to occupancy of the main structure.
4. Structures connected to the main structure with a roof connection that is less than twelve feet (12') in width, and which do not match the materials and design of the main structure, shall be considered an accessory structure.
5. An accessory structure not exceeding two hundred (200) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required.

PROPOSED CHANGES TO TITLE 10-5-3: AREA, WIDTH AND YARD REQUIREMENTS:

The minimum area, width and yard requirements for each zone are as indicated below:

District	Area Minimum	Minimum Lot Width	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
A-0.5	20,000 square feet	80 feet	20 5 feet	10 feet	10 feet
A-1	40,000 square feet	100 feet	20 5 feet	10 feet	10 feet
A-5	5 acres	100 feet	20 5 feet	20 5 feet	20 5 feet
A-10	10 acres	500 feet	20 5 feet	20 5 feet	20 5 feet
A-20	20 acres	500 feet	20 5 feet	20 5 feet	20 5 feet

PROPOSED CHANGES TO TITLE 10-5-10: SETBACKS ALONG STREETS

Lots that have the rear or side property lines adjacent to a public street, or common areas between property lines and a public street, shall maintain the following minimum rear or side setbacks:

A. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, side yard setbacks may be reduced to twenty feet (20'). The masonry wall along a street side yard may extend to the front plane of the residence, but shall not encroach on the twenty-five-foot (25') setback from the front property line.~~

B. *Double-Fronting Lots In Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

1. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, rear yard setbacks may be reduced to twenty feet (20').~~

2. Setbacks for double-fronting lots shall be measured from the masonry wall. The landscape strip shall be on the street side of the wall. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2022-07-009, 7-28-2022. Formerly 10-5-9)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10-5-6 AGRICULTURE ZONE – YARDS UNOBSTRUCTED - EXCEPTIONS, OF THE ST. GEORGE CITY CODE, TO AMEND THE SETBACKS FOR NON-AGRICULTURAL ACCESSORY STRUCTURES, TO AMEND THE MINIMUM YARD SETBACKS TABLE IN TITLE 10-5-3, AND TO AMEND THE SETBACKS ALONG STREETS IN TITLE 10-5-10. CASE No. 2025-ZRA-009.

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 10-5-6, revising the setback standards for non-agricultural accessory structures in the Agriculture Zones; and

WHEREAS, the City Council has determined that it is in the best interests of the City and the public to amend provisions of city code, Title 10-5-3, revising minimum yard setbacks in the Agriculture Zones; and

WHEREAS, the City Council has determined that it is in the best interests of the City and the public to amend provisions of city code, Title 10-5-10, revising the setbacks along streets in the Agricultural Zones; and

WHEREAS, the Planning Commission held a public hearing on July 22, 2025, and thereafter forwarded a recommendation for approval of the requested code amendment to the City Council; and

WHEREAS, the City Council held a public meeting on August 21, 2025 on the requested code amendment; 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 9 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 21st day of August 2025.

ST. GEORGE CITY:

Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

ATTEST:

Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A

PROPOSED CHANGES TO TITLE 10-5-6

- A. Every part of the setback area shall be open to the sky, unobstructed except for:
1. The ordinary projections of belt courses, eaves, chimneys, flues, cantilevered balconies, decks, ornamental features, open fire escapes, or open outside stairways (inside or rear only), which project into a setback not more than four feet (4');
 2. A porte-cochere may extend from the main dwelling doorway and over a circular drive. The porte-cochere shall be open on three (3) sides and no more than thirty feet (30') wide if it projects into the front setback. Each porte-cochere shall have a fifteen-foot (15') or greater setback from the front property line;
 3. City public transit shelters, with or without public restrooms, may be located within a setback area adjacent to a public street;
 4. *Patio Cover*: A patio or area cover is only permitted in a rear yard and must meet the following standards:
 - a. The patio or area covered shall not be enclosed on any side;
 - b. No more than one-third (1/3) of the rear yard is covered;
 - c. No cover shall be closer than two feet (2') to the rear and side property line.
- B. *Accessory Structures*: A one (1) story non-agricultural accessory structure is limited as follows:
- ~~1. Accessory buildings shall not cover more than twenty-five percent (25%) of the rear yard;~~
 - ~~2. If the accessory building is located in the side yard portion of the rear yard, the structure must be designed and constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;~~
 - ~~3. No portion of an accessory structure may be:~~

- ~~a. Within twenty-five feet (25') of any property line except a pool may be constructed within ten feet (10') of the property line for a street side yard if a fence is provided;~~
- ~~b. Within six feet (6') of any structure;~~
- ~~c. Projected across a property line;~~
- ~~d. Constructed in a manner that will divert storm water onto adjacent property;~~
- ~~e. Located over a utility easement without prior written approval from the joint utility commission and an encroachment agreement with terms acceptable to the city attorney; or~~
- ~~f. Permitted, constructed, or used prior to occupancy of the main structure;~~
- ~~4. An accessory building smaller than one hundred twenty (120) square feet that does not require a building permit is allowed in the side and rear yard to property line; provided, there is an accessible walkway at least three feet (3') in width.~~

1. Side Yard:

- a. The structure must be located outside of the required setbacks;
- b. Be constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;
- c. Separated at least six feet (6') from any structure; and
- d. No greater than twenty feet (20') in height;

2. Rear Yard: Rear yard accessory structures are permitted if they meet the requirements found here:

- a. No portion of a rear yard accessory structure shall be:
 - (1) Within twenty feet (20') of any street, except a pool may be constructed in a street side yard,
 - (2) Within six feet (6') of any structure,
 - (3) Projected across a property line,
 - (4) Constructed in a manner that will divert storm water onto adjacent property,
 - (5) Located over a utility easement without prior written approval from the joint utility commission and an encroachment indemnification agreement with terms acceptable to the city attorney, or

(6) Greater than twenty feet (20') in height.

b. A rear yard accessory structure:

(1) May be located zero feet (0') from rear and side property lines.

(2) Shall be constructed in a manner that will not divert storm water onto adjacent property.

(3) Accessory structures (not including barns) shall not be permitted, constructed, or used prior to occupancy of the main structure.

(4) Structures with a roof connection that is less than twelve feet (12') in width, which do not match the materials and design of the main structure, will be considered an accessory structure.

(5) An accessory structure smaller than two hundred (200) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2022-09-009, 7-28-2022. Formerly 10-5-5)

EXHIBIT B

PROPOSED CHANGES TO TITLE 10-5-3: AREA, WIDTH AND YARD REQUIREMENTS:

The minimum area, width and yard requirements for each zone are as indicated below:

District	Area Minimum	Minimum Lot Width	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
A-0.5	20,000 square feet	80 feet	20 5 feet	10 feet	10 feet
A-1	40,000 square feet	100 feet	20 5 feet	10 feet	10 feet
A-5	5 acres	100 feet	20 5 feet	20 5 feet	20 5 feet
A-10	10 acres	500 feet	20 5 feet	20 5 feet	20 5 feet
A-20	20 acres	500 feet	20 5 feet	20 5 feet	20 5 feet

EXHIBIT C

PROPOSED CHANGES TO TITLE 10-5-10: SETBACKS ALONG STREETS

Lots that have the rear or side property lines adjacent to a public street, or common areas between property lines and a public street, shall maintain the following minimum rear or side setbacks:

A. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, side yard setbacks may be reduced to twenty feet (20'). The masonry wall along a street side yard may extend to the front plane of the residence, but shall not encroach on the twenty-five foot (25') setback from the front property line.~~

B. *Double-Fronting Lots In Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

1. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, rear yard setbacks may be reduced to twenty feet (20').~~

2. Setbacks for double-fronting lots shall be measured from the masonry wall. The landscape strip shall be on the street side of the wall. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2022-07-009, 7-28-2022. Formerly 10-5-9)

Agenda Date: 08/21/2025

Agenda Item Number: 08

Subject:

Consider approval of Ordinance No. 2025-066 amending portions of Title 10 as it relates to accessory dwelling units in the multiple-family residential and mobile home zones. (Case No. 2025-ZRA-008)

Item at-a-glance:

Staff Contact: Brian Dean

Applicant Name: City of St. George

Reference Number: Case No. 2025-ZRA-008

Address/Location:

N/A

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

The request is to amend Title 10 of the City Code to modify and add definitions relating to dwellings, modify multiple-family residential and mobile home zones use tables to include accessory dwelling units as a permitted use for single-family dwellings, and add missing uses to the use tables that are permitted in these zones. At their meeting held on July 22, 2025, the Planning Commission held a public hearing and recommended approval with a 7-0 vote. There was no public comment.

Staff Narrative (need/purpose):

In 2019, the Utah Legislature passed Senate Bill 34 which mandates municipalities permit internal or attached ADUs in residential zones where single-family dwellings are allowed. The state also encourages municipalities to expand ADUs to other zones, including multi-family and mobile home zones, to address housing shortages. The primary purpose of the request is to align city code with state law and provide more housing options for residents.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of the zone regulation amendment with a 7-0 vote.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/22/2025

CITY COUNCIL AGENDA REPORT: 08/21/2025

AMENDMENT TO CHAPTER 10-2 to revise the definition of 'DWELLING, SINGLE FAMILY' and add definitions for 'DWELLING, MANUFACTURED HOME', 'DWELLING, MOBILE HOME' and 'DWELLING, MODULAR HOME'.

Overview: This section of the St George municipal code regulates Title 10 definitions.

AMENDMENT TO SECTION 10-7C-1 Multiple-Family Residential Zones.

Overview: This section of the St George municipal code regulates uses in R-2, R-3, R-4 zones.

AMENDMENT TO SECTION 10-7D-1 Mobile Homes Zones.

Overview: This section of the St George municipal code regulates uses in MH-6, MH-8, MH-10, MH-12, MH-20, MH-40 zones.

REQUEST:

Consider a request to amend the definition of 'DWELLING, SINGLE-FAMILY' and add definitions for 'DWELLING, MANUFACTURED', 'DWELLING, MOBILE HOME', and 'DWELLING, MODULAR HOME' in Chapter 10-2 of the City Code. Amend Sections 10-7C-1 and 10-7D-1 of the City Code to modify the single-family dwelling accessory uses table to include 'Accessory dwelling units' as a permitted use in the Multiple-Family Residential and Mobile Home zones. (Case No. 2025-ZRA-008.)

BACKGROUND:

In 2019, the Utah Legislature passed Senate Bill 34 which mandates municipalities permit internal or attached ADUs in residential zones where single-family dwellings are allowed. The state also encourages municipalities to expand ADUs to other zones, including multi-family and mobile home zones, to address housing shortages.

Utah Code Section 10-9a-530, which covers internal accessory dwelling units, also promotes ADUs as a tool to increase housing diversity and affordability. The City of St George had grown approximately 18% from 2010-2020 further putting a strain on affordable housing.

The proposed Zoning Regulation Amendment aims to:

- Amend the definition of 'DWELLING, SINGLE FAMILY' and add the definition of 'DWELLING, MODULAR HOME' as a site-built, permanent structure that meets or exceeds state adopted building code requirements.
- Add definitions for ' DWELLING, MANUFACTURED HOME' and ' DWELLING, MOBILE HOME', which comply with federal HUD codes.

- Permit accessory dwelling units (ADUs) as an allowed single-family dwelling accessory use in the Mobile Home and Multi-Family Residential Zones, provided the lot contains single-family dwelling as defined in this amendment.

Proposed Amendment:

The proposed code revisions are attached as Exhibit 'A', 'B', and 'C'.

- The additions are underlined in [blue](#)
- The removals are crossed out in [red](#)

RECOMMENDATION:

The Planning Commission held a public hearing on July 22, 2025, after which they recommended approval of the proposed zoning regulation amendment to amend the definition of 'DWELLING, SINGLE-FAMILY', the addition of definitions for 'DWELLING, MANUFACTURED HOME', 'DWELLING, MOBILE HOME' and 'DWELLING, MODULAR HOME', and include "Accessory dwelling unit" as a permitted use in single-family dwellings in the Multiple-Family Residential and Mobile Home zones, with a 7-0 vote.

ALTERNATIVES:

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

POSSIBLE MOTION:

"I move that we approve the changes and additions to Title 10-2, 10-7C-1, and 10-7D-1 contained in exhibit 'A', 'B', and 'C', Case No. 2025-ZRA-008, based on the findings listed in the staff report."

FINDINGS:

1. Periodic updates to zoning regulations are in the city's best interest.
2. Allowing ADUs in Mobile Home and Multiple-family Zones aligns with 2.3.a of the city's General Plan and the Moderate Income Housing Plan by integrating a variety of housing sizes and options in these zones.
3. The state encourages municipalities to expand ADU permissions to other zones, including multi-family and mobile home zones, to address housing shortages.
4. Allowing ADUs in multi-family and mobile home zones aligns with Utah Code Section 10-9a-530, which promotes ADUs as a tool to increase housing diversity and affordability.

EXHIBIT A

PROPOSED CHANGES AND ADDITIONS TO TITLE 10-2

10-2 DEFINITIONS

DWELLING, SINGLE-FAMILY: ~~A building designed as a single dwelling unit.~~ A site-built building designed as a single dwelling unit, constructed or erected on a permanent foundation, not designed to be moved once constructed or erected, and designed and manufactured to comply with state recognized building code. Mobile homes, manufactured homes, travel trailers, housing mounted on self-propelled or drawn vehicles, tents or other forms of temporary housing or portable housing are not included in this definition.

DWELLING, MANUFACTURED HOME: A dwelling transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation. A manufactured home dwelling shall be connected to all utilities required for permanent dwellings and shall be certified under the National Manufactured Housing Construction and Safety Act of 1974.

DWELLING, MOBILE HOME: A transportable, factory built home, designed as a year round dwelling and built prior to June 15, 1976, the effective date of the National Manufactured Housing and Construction and Safety Standards Act of 1974. Manufactured and modular housing designed to be set on a permanent foundation, travel trailers, motor homes, camping trailers, or other recreational vehicles are not included in this definition.

DWELLING, MODULAR HOME: A dwelling unit constructed or erected on-site in accordance with the state recognized building code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation, not designed to be moved once constructed or erected. (See also DWELLING, SINGLE-FAMILY)

EXHIBIT B

PROPOSED CHANGES TO TITLE 10-7C-1

10-7C-1:**Multiple-Family Residential Zones:****Allowed Uses**

		R-2	R-3	R-4
City facility, primary		P	P	P
City facility accessory uses: accessory structure and use		P	P	P
Communication transmission facilities, including wireless, primary height 50' or less		<u>PS</u>	<u>PS</u>	<u>PS</u>
Communication transmission facilities, including wireless, primary, height over 50'		<u>C</u>	<u>C</u>	<u>C</u>
Live-work unit		<u>PS</u>	<u>PS</u>	<u>PS</u>
Multiple-family dwelling			<u>P</u>	<u>P</u>
Multiple-family over 20 dwelling units or 12 du/ac		<u>C</u>	<u>C</u>	<u>C</u>
Multiple-family dwelling accessory uses:	Accessory structure and use		<u>P</u>	<u>P</u>
	Agriculture		<u>P</u>	<u>P</u>
	Child care, in-home babysitting		<u>P</u>	<u>P</u>
	Child care, family		<u>P</u>	<u>P</u>
	Home Occupation		<u>P</u>	<u>P</u>
	Small animals (not produced for food) up to 8 animals		<u>P</u>	<u>P</u>
Public utility facilities, primary		<u>PS</u>	<u>PS</u>	<u>PS</u>
Public utilities facilities accessory uses: accessory structures		P	P	P
Religious facility, primary		P	P	P
School, public or charter, primary		P	P	P
2- and single-family dwelling, primary		P	P	P
Single-family dwelling accessory uses:	Accessory dwelling unit	<u>PS</u>	<u>PS</u>	<u>PS</u>
2- and single-family dwelling accessory uses:	Accessory Structure and use	P	P	P
	Agriculture	P	P	P
	Child care, in-home babysitting	P	P	P
	Child care, family	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P
	Guesthouse	<u>PS</u>	<u>PS</u>	<u>PS</u>
	Home occupation	P	P	P
	Small animals (not produced for food) up to 2 animals	P	P	P
Townhouse and condominiums			<u>P</u>	<u>P</u>

<u>Townhouse and condominium accessory uses:</u>	<u>Accessory structure and use</u>		<u>P</u>	<u>P</u>
	<u>Agriculture</u>		<u>P</u>	<u>P</u>
	<u>Child care, in-home babysitting</u>		<u>P</u>	<u>P</u>
	<u>Child care, family</u>		<u>P</u>	<u>P</u>
	<u>Home occupation</u>		<u>P</u>	<u>P</u>
	<u>Small animals (not produced for food) up to 8 animals</u>		<u>P</u>	<u>P</u>

EXHIBIT C

PROPOSED AMENDMENTS TO TITLE 10-7D-1

10-7D-1:**Mobile Home Zones:****Allowed Uses**

		All
City facility, primary		P
City facilities accessory uses: accessory structure and use		P
Communication transmission facilities, including wireless, primary, height 50' or less		<u>PS</u>
Communication transmission facilities, including wireless, primary, height over 50'		<u>C</u>
Manufactured home		<u>P</u>
Mobile home and manufactured home accessory uses:	Accessory structure and use	P
	Agriculture	P
	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P
	Small animals (not produced for food) up to 2 animals	P
Public utility facilities, primary		P
Public utility facilities accessory uses: accessory structures		P
Religious facility, primary		P
School, public or charter, primary		P
Single-family dwelling, primary		P
Single-family dwelling accessory uses:	Accessory dwelling unit	<u>PS</u>
	Accessory structure and use	P
	Agriculture	P
	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P
	Small animals (not produced for food) up to 8 animals	P
Single-family dwelling, 1 story in existing recreation vehicle subdivision lot		P
Single-family dwelling accessory uses:	Accessory structure and use	P
	Agriculture	P

	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P
	Small animals (not produced for food) up to 2 animals	P

EXHIBIT D


POWERPOINT PRESENTATION



Amendment to Title
10-2, 10-7C-1, 10-7D-1

Add ADU to
MH, R-2, R-3, R-4 Zones

2025-ZRA-008



DWELLING, SINGLE-FAMILY: ~~A building designed as a single dwelling unit.~~ A site-built building designed as a single dwelling unit, constructed or erected on a permanent foundation, not designed to be moved once constructed or erected, and designed and manufactured to comply with state recognized building code. Mobile homes, manufactured homes, travel trailers, housing mounted on self-propelled or drawn vehicles, tents or other forms of temporary housing or portable housing are not included in this definition.

DWELLING, MANUFACTURED HOME: A dwelling transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation. A manufactured home dwelling shall be connected to all utilities required for permanent dwellings and shall be certified under the National Manufactured Housing Construction and Safety Act of 1974.

DWELLING, MOBILE HOME: A transportable, factory built home, designed as a year round dwelling and built prior to June 15, 1976, the effective date of the National Manufactured Housing and Construction and Safety Standards Act of 1974. Manufactured and modular housing designed to be set on a permanent foundation, travel trailers, motor homes, camping trailers, or other recreational vehicles are not included in this definition.

DWELLING, MODULAR HOME: A dwelling unit constructed or erected on-site in accordance with the state recognized building code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation, not designed to be moved once constructed or erected. (See also DWELLING, SINGLE-FAMILY)

Proposed Changes to Title 10-7C-1

10-7C-1: Multiple-Family Residential Zone Allowed Uses

	R-2	R-3	R-4
City facility, primary	P	P	P
City facility accessory uses: accessory structure and use	P	P	P
Communication transmission facilities, including wireless, primary height 50' or less	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C
Live-work unit	PS	PS	PS
Multiple-family dwelling		P	P
Multiple-family over 20 dwelling units or 12 du/ac	C	C	C
Multiple-family dwelling accessory uses:	Accessory structure and use	P	P
	Agriculture	P	P
	Child care, in-home babysitting	P	P
	Child care, family	P	P
	Home Occupation	P	P
	Small animals (not produced for food) up to 8 animals	P	P
Public utility facilities, primary	PS	PS	PS
Public utilities facilities accessory uses: accessory structures	P	P	P
Religious facility, primary	P	P	P
School, public or charter, primary	P	P	P
2- and single-family dwelling, primary	P	P	P
Single-family dwelling accessory uses:	Accessory dwelling unit	PS	PS
2- and single-family dwelling accessory uses:	Accessory Structure and use	P	P
	Agriculture	P	P
	Child care, in-home babysitting	P	P
	Child care, family	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P
	Guesthouse	PS	PS
	Home occupation	P	P
	Small animals (not produced for food) up to 2 animals	P	P
Townhouse and condominiums		P	P
Townhouse and condominium accessory uses:	Accessory structure and use	P	P
	Agriculture	P	P
	Child care, in-home babysitting	P	P
	Child care, family	P	P
	Home occupation	P	P
	Small animals (not produced for food) up to 8 animals	P	P

Proposed Changes to Title 10-7C-1

10-7D-1: Mobile Home Zone Allowed Uses

		All
City facility, primary		P
City facilities accessory uses: accessory structure and use		P
Communication transmission facilities, including wireless, primary, height 50' or less		PS
Communication transmission facilities, including wireless, primary, height over 50'		C
Manufactured home		P
Mobile home and manufactured home accessory uses:	Accessory structure and use	P
	Agriculture	P
	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P
	Small animals (not produced for food) up to 2 animals	P
Public utility facilities, primary		P
Public utility facilities accessory uses: accessory structures		P
Religious facility, primary		P
School, public or charter, primary		P
Single-family dwelling, primary		P
Single-family dwelling accessory uses:	Accessory dwelling unit	PS
	Accessory structure and use	P
	Agriculture	P
	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P
	Small animals (not produced for food) up to 8 animals	P
Single-family dwelling, 1 story in existing recreation vehicle subdivision lot		P
Single-family dwelling accessory uses:	Accessory structure and use	P
	Agriculture	P
	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P
	Small animals (not produced for food) up to 2 animals	P

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 OF THE ST. GEORGE CITY CODE BY REVISING THE DEFINITION OF 'DWELLING, SINGLE-FAMILY', ADDING DEFINITIONS FOR 'DWELLING, MANUFACTURED', 'DWELLING, MOBILE HOME', AND 'DWELLING, MODULAR HOME' IN TITLE 10-2, MODIFYING THE ALLOWED USES TABLES IN TITLES 10-7C-1 AND 10-7D-1 TO PERMIT 'ACCESSORY DWELLING UNITS' IN THE MH, R-2, R-3, AND R-4 ZONES. CASE NO. 2025-ZRA-008

WHEREAS, after careful consideration, the City Council has determined that amending Title 10-2, by revising the definition of 'DWELLING, SINGLE-FAMILY', and adding definitions for 'DWELLING, MANUFACTURED', 'DWELLING, MOBILE HOME', AND 'DWELLING, MODULAR HOME' is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, after careful consideration, the City Council has determined that amending Title 10-7C-1, modifying the allowed single-family dwelling accessory use table to include 'Accessory dwelling unit' as a permitted use in the R-2, R-3, and R-4 Multiple-Family Residential Zones is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, after careful consideration, the City Council has determined that amending Title 10-7D-1, modifying the allowed single-family dwelling accessory use table to include 'Accessory dwelling unit' as a permitted use in the MH Mobile Home Zones is in the best interest of the health, safety, and welfare of the citizens of St. George; and

WHEREAS, the Planning Commission held a public hearing on July 22, 2025, and thereafter forwarded a recommendation for approval of the requested zoning regulation amendment to the City Council with a 7-0 vote; and

WHEREAS, the City Council held a public meeting on August 21, 2025 on the requested code amendment; 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', 'B', and 'C' 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 21st day of August 2025.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A

PROPOSED CHANGES AND ADDITIONS TO TITLE 10-2-1

10-2-1: DEFINITIONS:

DWELLING, SINGLE-FAMILY: ~~A building designed as a single dwelling unit.~~ A site-built building designed as a single dwelling unit, constructed or erected on a permanent foundation, not designed to be moved once constructed or erected, and designed and manufactured to comply with state recognized building code. Mobile homes, manufactured homes, travel trailers, housing mounted on self-propelled or drawn vehicles, tents or other forms of temporary housing or portable housing are not included in this definition.

DWELLING, MANUFACTURED HOME: A dwelling transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation. A manufactured home dwelling shall be connected to all utilities required for permanent dwellings and shall be certified under the National Manufactured Housing Construction and Safety Act of 1974.

DWELLING, MOBILE HOME: A transportable, factory built home, designed as a year round dwelling and built prior to June 15, 1976, the effective date of the National Manufactured Housing and Construction and Safety Standards Act of 1974. Manufactured and modular housing designed to be set on a permanent foundation, travel trailers, motor homes, camping trailers, or other recreational vehicles are not included in this definition.

DWELLING, MODULAR HOME: A dwelling unit constructed or erected on-site in accordance with the state recognized building code and composed of components substantially assembled in a manufacturing plant and transported to the building site for final assembly on a permanent foundation, not designed to be moved once constructed or erected. (See also DWELLING, SINGLE-FAMILY)

EXHIBIT B

PROPOSED CHANGES TO TITLE 10-7C-1

10-7C-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.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

		R-2	R-3	R-4
City facility, primary		P	P	P
City facility accessory uses: accessory structure and use		P	P	P
Communication transmission facilities, including wireless, primary height 50' or less		<u>PS</u>	<u>PS</u>	<u>PS</u>
Communication transmission facilities, including wireless, primary, height over 50'		<u>C</u>	<u>C</u>	<u>C</u>
Live-work unit		<u>PS</u>	<u>PS</u>	<u>PS</u>
Multiple-family dwelling			<u>P</u>	<u>P</u>
Multiple-family over 20 dwelling units or 12 du/ac		<u>C</u>	<u>C</u>	<u>C</u>
Multiple-family dwelling accessory uses:	Accessory structure and use		<u>P</u>	<u>P</u>
	Agriculture		<u>P</u>	<u>P</u>
	Child care, in-home babysitting		<u>P</u>	<u>P</u>
	Child care, family		<u>P</u>	<u>P</u>
	Home Occupation		<u>P</u>	<u>P</u>
	Small animals (not produced for food) up to 8 animals		<u>P</u>	<u>P</u>
Public utility facilities, primary		<u>PS</u>	<u>PS</u>	<u>PS</u>
Public utilities facilities accessory uses: accessory structures		P	P	P
Religious facility, primary		P	P	P
School, public or charter, primary		P	P	P
2- and single-family dwelling, primary		P	P	P
Single-family dwelling accessory uses:	Accessory dwelling unit	<u>PS</u>	<u>PS</u>	<u>PS</u>
2- and single-family dwelling accessory uses:	Accessory Structure and use	P	P	P
	Agriculture	P	P	P
	Child care, in-home babysitting	P	P	P
	Child care, family	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P

	Guesthouse	<u>PS</u>	<u>PS</u>	<u>PS</u>
	Home occupation	P	P	P
	Small animals (not produced for food) up to 2 animals	P	P	P
<u>Townhouse and condominiums</u>			<u>P</u>	<u>P</u>
<u>Townhouse and condominium accessory uses:</u>	<u>Accessory structure and use</u>		<u>P</u>	<u>P</u>
	<u>Agriculture</u>		<u>P</u>	<u>P</u>
	<u>Child care, in-home babysitting</u>		<u>P</u>	<u>P</u>
	<u>Child care, family</u>		<u>P</u>	<u>P</u>
	<u>Home occupation</u>		<u>P</u>	<u>P</u>
	<u>Small animals (not produced for food) up to 8 animals</u>		<u>P</u>	<u>P</u>

(Ord. 2019-10-002, 10-10-2019; amd. Ord 2024-062, 10-3-2024)

EXHIBIT C

PROPOSED AMENDMENTS TO TITLE 10-7D-1

10-7D-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.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter 17 of this title.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

		All
City facility, primary		P
City facilities accessory uses: accessory structure and use		P
Communication transmission facilities, including wireless, primary, height 50' or less		<u>PS</u>
Communication transmission facilities, including wireless, primary, height over 50'		<u>C</u>
Manufactured home		<u>P</u>
Mobile home and manufactured home accessory uses:	Accessory structure and use	P
	Agriculture	P
	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P
	Small animals (not produced for food) up to 2 animals	P
Public utility facilities, primary		P
Public utility facilities accessory uses: accessory structures		P
Religious facility, primary		P
School, public or charter, primary		P
Single-family dwelling, primary		P
Single-family dwelling accessory uses:	Accessory dwelling unit	<u>PS</u>
	Accessory structure and use	P
	Agriculture	P
	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P

	Small animals (not produced for food) up to 8 animals	P
Single-family dwelling, 1 story in existing recreation vehicle subdivision lot		P
Single-family dwelling accessory uses:	Accessory structure and use	P
	Agriculture	P
	Child care, in-home babysitting	P
	Child care, family	P
	Home occupation	P
	Small animals (not produced for food) up to 2 animals	P

(Ord. 2019-10-002, 10-10-2019)

Agenda Date: 08/21/2025

Agenda Item Number: 09

Subject:

Consider approval of Ordinance No. 2025-067 amending portions of Title 10 to modify setback standards in residential zones, modify accessory structure standards, update lot size averaging percentages, and remove sections of code. (Case No. 2025-ZRA-006 - Regulations to match SB181)

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: City of St. George

Reference Number: Case No. 2025-ZRA-006

Address/Location:

N/A

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

The request is to amend Title 10 of the City Code to modify setback standards to a maximum of 20 feet in all residential zones, modify accessory structure standards, update lot size averaging percentages, and remove sections of code that are no longer applicable due to setback changes. At their meeting held on July 22, 2025, the Planning Commission held a public hearing and recommended approval with a 7-0 vote. There was no public comment.

Staff Narrative (need/purpose):

The Utah State Legislature passed Senate Bill 181 (SB 181), which took effect on May 7, 2025. The bill amendment defines and amends terms related to housing and enacts provisions affecting certain land use regulations, including how municipalities regulate parking, maximum parking space dimensions, tandem parking, and garage width limitations. The purpose of SB 181 aims to improve housing affordability across the state. The primary purpose of the request is to align city code with state law.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of the zone regulation amendment with a 7-0 vote.

Attachments

PLANNING COMMISSION AGENDA REPORT: 07/22/2025
CITY COUNCIL AGENDA REPORT: 08/21/2025

BACKGROUND & REQUEST:

In the 2025 General Session, the Utah State Legislature passed Senate Bill 181 (SB 181), which was subsequently signed by the governor and took effect on May 7, 2025. The bill amendment defines and amends terms related to housing and enacts provisions affecting certain land use regulations, including how municipalities regulate parking, maximum parking space dimensions, tandem parking, and garage width limitations. The purpose of SB 181 aims to improve housing affordability across the state.

The request is to amend Title 10 of the City Code to modify setback standards to a maximum of 20 feet in all residential zones, modify accessory structure standards, update lot size averaging percentages, and remove sections of code that are no longer applicable due to setback changes. The applicant is the City of St. George, and the representative is Brett Hamilton. (Case No. 2025-ZRA-006.)

Below is a list of all proposed code sections to be modified, along with a brief summary of proposed changes:

10-6-3 Area, Width, Yard and Height Requirements (Gravel & Grazing)

- Front and street side setback change from 25' to 20'

10-6-5 Yards Unobstructed – Exceptions (Gravel & Grazing)

- Modify accessory structure standards to match with Title 10-7-1 (Residential Zones)

10-6-9 Setbacks Along Streets (Gravel & Grazing)

- Remove provision allowing a reduced street side setback and double frontage rear setback to 20' where a 6' masonry wall exists (Front and street side setbacks are proposed to change to 20' so this special provision would no longer be necessary)

10-7-1 Yards Unobstructed – Exceptions (Residential Zones)

- Revise accessory structure language for better readability
- Accessory structure size allowed in the side and rear yard (that doesn't require a building permit) was increased from 120 square feet to 200 square feet.

10-7-5 Setbacks Along Streets (Residential Zones)

- Remove provision allowing a reduced street side setback and double frontage rear setback to 20' where a 6' masonry wall exists (Front and street side setbacks are proposed to change to 20' so this special provision would no longer be necessary)
- Removed provision to reduce the front setback from 25' to 20' where adjacent properties have a setback less than 25'

10-7 A-3 Lot Area, Width and Yard Requirements (Residential Estate)

- Front and street side setback change from 25' to 20'

10-7 B-3 Lot Area, Width, Yard Requirements (Single Family Residential)

- Front and street side setback change from 25' to 20'
- Lot size averaging percentages updated for clarity

10-7 C-4 Area, Width and Yard Requirements (Multiple Family Residential)

- Front and street side setback change from 25' to 20'

10-7 D-3 Area, Width and Yard Requirements (Mobile Home Zones)

- Front and street side setback change from 25' to 20'

10-7 E-2 Development Standards (RCC)

- Garage setback from property line or alley changed from 25' to 20'

10-7 F-5 (PD-R Planned Residential Development Standards)

- Updated front and street side garage or carport setback from 25' to 20'

PROPOSED CHANGES:

The proposed revisions are attached as Exhibit A.

- The additions are underlined in [blue](#)
- The removals are crossed out in ~~red~~

RECOMMENDATION:

The Planning Commission held a public hearing on July 22, 2025 and recommended approval of the Zone Regulation Amendment with a 7-0 vote and no conditions.

ALTERNATIVES:

1. Approve as presented.
2. Approve with modifications.
3. Deny the proposal.
4. Continue the proposed zoning regulation amendment to a later date.

POSSIBLE MOTION:

"I move that we approve the changes to Title 10 as proposed by staff and contained in exhibit 'A', case no. 2025-ZRA-006, based on the findings listed in the staff report."

FINDINGS:

1. Periodic updates to the zoning ordinance serve the best interest of the City by ensuring that local regulations remain relevant, responsive to community needs, and compliant with evolving state law.
2. The proposed amendment brings the City's zoning regulations into alignment with recent changes to Utah State Code, specifically Senate Bill 181, which addresses housing affordability, land use flexibility, and local government responsibilities.
3. Supporting the newly adopted General Plan by:
 - a. Promoting housing options that cater to all stages of life and enable people to live and thrive in St. George.
 - b. Updating the zoning code to increase options for the development of mixed density developments

EXHIBIT A

PROPOSED CHANGES TO TITLE 10

10-6-3: AREA, WIDTH, YARD AND HEIGHT REQUIREMENTS:

The minimum lot area, width and yard requirements are as indicated below:

Lot Area Minimum	Minimum Lot Width/Frontage	Minimum Yard Setbacks		
		Front and Street Side	Side	Rear
20 acres	100'	205'	20'	20'

(Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-6-5: YARDS UNOBSTRUCTED – EXCEPTIONS:

Every part of the setback area shall be open to the sky, unobstructed except for:

- A. The ordinary projections of belt courses, eaves, chimneys, flues, cantilevered balconies, decks, ornamental features, open fire escapes, or open outside stairways which project into a setback not more than four feet (4');
- B. A porte-cochere may extend from the main dwelling doorway and over a circular drive. The porte-cochere shall be open on three (3) sides and no more than thirty feet (30') wide if it projects into the front setback. Each porte-cochere shall have a fifteen-foot (15') or greater setback from the front property line;
- C. City public transit shelters, with or without public restrooms, may be located within a setback area adjacent to a public street;

~~D. Accessory Structure: An accessory structure shall not cover more than twenty-five percent (25%) of the rear yard, and is limited as follows:~~

- ~~1. If the accessory structure is located in the side yard portion of the rear yard, the structure must be designed and constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;~~
- ~~2. No portion of an accessory structure may be:~~
 - ~~a. Within twenty-five feet (25') of any street (except a pool may be constructed in a street side yard if a fence is provided);~~
 - ~~b. Within six feet (6') of any structure;~~
 - ~~c. Projected across a property line;~~
 - ~~d. Constructed in a manner that will divert storm water onto adjacent property;~~
 - ~~e. Located over a utility easement without prior written approval from the joint utility commission and an encroachment agreement with terms acceptable to the city attorney; or~~
 - ~~f. Permitted, constructed, or used prior to occupancy of the main structure;~~

~~3. An accessory structure smaller than one hundred twenty (120) square feet that does not require a building permit is allowed in the side and rear yard, and no separation is required. (Ord. 2019-10-002, 10-10-2019)~~

D. Accessory Structure: A one (1) story accessory structure is subject to the following standards:

1. Side Yard: The structure shall be located outside of the required setbacks and meet all the following:

- a. Be constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;
- b. Be separated at least six feet (6') from any other structure; and
- c. Not exceed a height of twenty feet (20');

2. Rear Yard: The structure may be located zero feet (0') from the rear and side property lines, provided it meets all the following:

- a. Be set back at least twenty feet (20') from any street;
- b. Be separated at least six feet (6') from any other structure;
- c. Not project across a property line;
- d. Be constructed in a manner that does not divert storm water onto adjacent property;
- e. If located over a utility easement, receive prior written approval from the joint utility commission and enter into an encroachment indemnification agreement with terms acceptable to the city attorney; and
- f. Not exceed a height of twenty feet (20').

3. Accessory structures shall not be permitted, constructed, or used prior to occupancy of the main structure.

4. Structures connected to the main structure with a roof connection that is less than twelve feet (12') in width, and which do not match the materials and design of the main structure, shall be considered an accessory structure.

5. An accessory structure not exceeding two hundred (200) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required.

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-6-9: SETBACKS ALONG STREETS:

Lots that have the rear or side property lines adjacent to a public street, or common areas between property lines and a public street, shall maintain the following minimum rear or side setbacks:

A. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, side yard setbacks may be reduced to twenty feet (20'). The masonry wall along a street side yard may extend to the front plane of the residence, but shall not encroach on the twenty-five-foot (25') setback from the front property line.~~

B. *Double-Fronting Lots in Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

1. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, rear yard setbacks may be reduced to twenty feet (20').~~
2. Setbacks for double-fronting lots shall be measured from the masonry wall. The landscape strip shall be on the street side of the wall. (Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2025-049, passed June 19, 2025.

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10-7-1: YARDS UNOBSTRUCTED – EXCEPTIONS:

- A. Every part of the setback area shall be open to the sky, unobstructed except for:
1. The ordinary projections of belt courses, eaves, chimneys, flues, cantilevered balconies, decks, ornamental features, open fire escapes, or open outside stairways which project into a setback not more than four feet (4');
 2. A porte-cochere may extend from the main dwelling doorway and over a circular drive. The porte-cochere shall be open on three (3) sides and no more than thirty feet (30') wide if it projects into the front setback. Each porte-cochere shall have a fifteen-foot (15') or greater setback from the front property line;
 3. City public transit shelters, with or without public restrooms, may be located within a setback area adjacent to a public street;
 4. *Carport in the Side Yard:* A carport open on three (3) sides may be located in an interior side yard area to within one foot (1') of the side property line, subject to the following standards and restrictions:
 - a. The carport roof structure and support columns must be secured, fire rated, and built of fire-resistant materials in compliance with the International Residential Code and the International Fire Code;
 - b. Not to exceed fifteen feet (15') in height;
 - c. Have a six-foot (6') tall masonry wall along the side property line adjacent to the carport;
 - d. Only one (1) side yard area may be covered; the other side must remain open to the sky, and on corner lots, the street side yard setback must remain open to the sky;
 - e. The wall of the dwelling or any structure on the adjoining property adjacent to the carport must be a minimum of eight feet (8') from the property line; and
 - f. Comply with all other codes and ordinances;
 5. A patio or area cover is only permitted in a rear yard and must meet the following standards:

- a. The patio or area covered shall only be enclosed on three (3) sides or less;
- b. No more than one-third ($\frac{1}{3}$) of the rear yard is covered;
- c. No cover shall be closer than two feet (2') to the rear and side property line.

B. *Accessory Structure:* A one (1) story accessory structure is subject to the following standards~~limited as follows:~~

1. *Side Yard:* The structure shall be located outside of the required setbacks and meet all the following:

~~a. The structure must be located outside of the required setbacks;~~

~~a~~b. Be constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;

~~b~~c. Be ~~S~~separated at least six feet (6') from any other structure; and

~~c~~d. Not exceed a height of~~greater than~~ twenty feet (20')~~; in height;~~

2. *Rear Yard:* The structure may be located zero feet (0') from the rear and side property lines, provided it meets all the following:~~Rear yard accessory structures are permitted if they meet the requirements found here:~~

~~a. No portion of a rear yard accessory structure shall be:~~

~~a.(1) Within~~ Be set back at least twenty~~-five~~ feet (20~~5~~) from~~of~~ any street;~~except a pool may be constructed in a street side yard,~~

~~b.(2) Be separated at least~~Within six feet (6') from~~of~~ any other structure;~~;~~

~~c.(3) Not P~~projected across a property line;~~;~~

~~d.(4) Be C~~constructed in a manner that does~~will~~ not divert storm water onto adjacent property;~~;~~

~~e.(5) If L~~located over a utility easement, receive~~without~~ prior written approval from the joint utility commission and enter into an encroachment indemnification agreement with terms acceptable to the city attorney;and, or

~~f.(6)~~ Not exceed a height of~~Greater than~~ twenty feet (20') ~~in height.~~

~~b. A rear yard accessory structure may be located zero feet (0') from the rear and side property lines if no more than twenty-five percent (25%) of the rear yard is used for accessory structures.~~

~~3. c. Rear yard a~~ Accessory structures shall not be permitted, constructed, or used prior to occupancy of the main structure.

~~4. 3.—~~ Structures connected to the main structure with a roof connection that is less than twelve feet (12') in width, and which do not match the materials and design of the main structure, ~~will~~shall be considered an accessory structure.

~~5. An accessory structure~~ not exceeding ~~smaller than one~~two hundred ~~twenty~~ (~~1200~~) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required.

C. *Common Area Boundaries – Yard:* For a limited common area that is assigned to the specific use of a designated property, the outer boundaries of such limited common area are considered the lot line of the designated property for purposes of determining exceptions to open- and unobstructed-yard regulations. Other common areas shall not be considered within the ownership of individual properties for the purpose of determining the setback areas. Driveways to the garage of a pad or unit may be located in limited common areas. (Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-7-5: SETBACKS ALONG STREETS:

A. Lots that have the rear or side property lines adjacent to a public street, or common areas between property lines and public street, shall maintain the following minimum rear or side setbacks:

1. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, the side yard setback may be reduced to twenty feet (20'). The masonry wall along a street side yard shall extend to the front plane of the residence, but shall not encroach on the twenty-five-foot (25') setback from the front property line.~~

2. *Double-Fronting Lots in Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

a. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, the rear yard setback may be reduced to twenty feet (20').~~

b. Setbacks for double-fronting lots shall be measured from the masonry wall, if any. The required landscape strip shall be on the street side of the wall.

~~B. *Less than Required Front Yard Setback:* In areas where the front yard setback on adjacent property is less than twenty-five feet (25'), new construction may be constructed at a distance that is halfway between the distance of the two (2) setbacks of adjacent properties. In a case where one (1) of the adjacent setbacks is greater than twenty-five feet (25'), the setback shall be a distance that is halfway between the distance of the lesser adjacent setback and twenty-five feet (25'). In no case shall the setback be less than twenty feet (20'). (Ord. 2019-10-002, 10-10-2019)~~

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-7A-3: LOT AREA, WIDTH AND YARD REQUIREMENTS:

A. The minimum lot area, width, street frontage and yard requirements are as follows:

District	Minimum Lot Area	Minimum Lot Width/Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
RE-5	5 acres	80 feet	205 feet	10 feet	10 feet
RE-12.5	12,500 square feet	80 feet	205 feet	10 feet	10 feet
RE-20	20,000 square feet	80 feet	205 feet	10 feet	10 feet
RE-37.5	37,500 square feet	80 feet	205 feet	10 feet	10 feet

B. *Lot Size Averaging:*

1. Lot size averaging is an alternative to traditional minimum lot size standards and encourages a mix of lot sizes within a subdivision. The overall density of the zoning district remains approximately the same, but flexibility is provided in the mixing of lot sizes.

2. *Standards:*

a. Lot size averaging is a permitted use within the RE-20 and RE-37.5 zones.

(1) Project density shall not exceed the following:

District	Maximum Dwelling Units per Acre
RE-20	2.0 du/acre
RE-37.5	1.2 du/acre

b. No lot size shall be reduced to less than sixty-five percent (65%) of the required lot size for the applicable zoning district.

c. No lot frontage (width) shall be reduced to less than eighty percent (80%) of the required lot frontage for the applicable zoning district.

- d. Lot size averaging shall apply to new subdivisions, not to existing recorded plats, and not to amendments to recorded plats.
- e. Open space dedications and/or trail easements shall be included in the subdivision density calculations for the purpose of complying with subsection [B2a](#) of this section.
- f. Not more than one-half (½) of the proposed lots within the subdivision may be less than the zone's standard lot size. (Ord. 2019-10-002, 10-10-2019)

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10-7B-3: LOT AREA, WIDTH, YARD REQUIREMENTS:

A. The minimum lot area, width, yard and landscaping requirements in each zone below are as follows:

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
R-1-6	6,000	70'	20 5 '	6' where public utility easement doesn't exist 8' if public utility easement exists	10'
R-1-7	7,000	70' or 65' in the central city residential area	20 5 '	6' where public utility easement doesn't exist 8' if public utility easement exists	10'
R-1-8: Lot size averaging:	8,000 Not more less than a 8 20% reduction	70' or 65' in the central city residential area Not less than 65'	20 5 '	8'	10'
R-1-10 Lot size averaging:	10,000 Not more less than a 7 30% reduction	80' Not more less than a 7 30% reduction	20 5 '	8'	10'
R-1-12 Lot size averaging:	12,000 Not more less than a 7 30% reduction	90' Not more less than a 7 30% reduction	20 5 '	8'	10'
R-1-20 Lot size	20,000 Not more less than	100' Not more less than	20 5 '	8'	10'

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
averaging:	a 7 30% reduction	a 7 30% reduction			
R-1-40	40,000	200'	205'	8'	10'
Lot size averaging:	Not more less than a 7 30% reduction	Not more less than a 7 30% reduction			

B. Lot Size Averaging:

1. Lot size averaging is an alternative to traditional minimum lot size standards and encourages a mix of lot sizes within a subdivision. The overall density of the zoning district remains approximately the same, but flexibility is provided in the mixing of lot sizes.

2. Standards:

a. Lot size averaging is a permitted use within the R-1-8, R-1-10, R-1-12, R-1-20 and R-1-40 zones. Project density shall not exceed the following:

District	Maximum Dwelling Units per Acre
R-1-8	3.7 du/acre
R-1-10	3.2 du/acre
R-1-12	2.8 du/acre
R-1-20	1.8 du/acre
R-1-40	1.0 du/acre

b. Lot size averaging shall apply to new subdivisions, and not to existing recorded plats, nor to amendments to recorded plats.

c. Open space dedications and/or trail easements shall be included in the subdivision density calculations for the purpose of complying with subsection [B2a](#) of this section.

- d. Not more than one-half ($\frac{1}{2}$) of the proposed lots within the subdivision may be less than the zone's standard lot size. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2023-01-008, 1-5-2023)

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-7C-4: AREA, WIDTH AND YARD REQUIREMENTS:

The minimum area, width and yard requirements are as follows:

Zone/Unit Type	Area Minimum in Square Feet	Minimum Lot Frontage	Required Landscaping	Minimum Yard Setbacks		
				Front and Street Side	Side	Rear
R-2	6,000 and 2,000 for each additional unit	65'	30% lot area 50% front yard	20 5 '	8'	10'
R-2 MF subdivided	4,000 per unit	30' per unit	30% lot area 50% front yard	20 5 '	8' (excluding common wall)	10'
R-3 MF	6,000 per unit	70'	30% lot area 50% front yard	20 5 '	20' Min 25' from single-family	20' Min 25' from single-family
R-4 MF	6,000 per unit	70'	30% lot area 50% front yard	20 5 '	20' Min 25' from single-family	20' Min 25' from single-family

(Ord. 2019-10-002, 10-10-2019)

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10-7D-3: AREA, WIDTH AND YARD REQUIREMENTS:

The minimum lot area, width and yard requirements are as follows:

District	Area Minimum per Unit in Square Feet/Minimum Subdivision Size	Minimum Lot Width	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
MH-6	6,000 / 5 acres	60'	20'	8'	10'
MH-8	8,000 / 5 acres	70'	20 5 '	8'	10'
MH-10	10,000 / 5 acres	80'	20 5 '	8'	10'
MH-12	12,000 / 5 acres	90'	20 5 '	8'	10'
MH-20	20,000 / 5 acres	100'	20 5 '	8'	10'
MH-40	40,000 / 5 acres	200'	20 5 '	8'	10'
Single-family dwelling, existing recreation vehicle subdivision lots			10' for private streets and 20 5 ' for public streets	5' interior lot line and 10' adjacent to an exterior lot line	5' interior lot line and 10' adjacent to an exterior lot line

(Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-7E-2:**DEVELOPMENT STANDARDS:**

- A. All dwellings/dwelling units shall front on a public street.
- B. All streets within the RCC zone shall comply with St. George standard specifications for design and construction, and be a public street, or an RCC modified street, with a minimum width of twenty-seven feet (27') of pavement along the entire depth of the property, with the additional following reduced standards:
1. Twenty feet (20') of pavement is required along the street side yard of an existing house;
 2. HB30-7 curb and gutters on each side (five feet (5') total);
 3. Four-foot (4') wide sidewalk on both sides of the street;
 4. Only one (1) four-foot (4') wide sidewalk is required if the new dwellings front only on one (1) side of the RCC modified street. Sidewalk shall be located on the new dwelling side of the street;
 5. If new modified street is adjacent to existing side or rear lots, a six-foot (6') solid block wall is required along the existing lots. The wall shall not be located in the required front yard setback of existing lots;
 6. Six-foot (6') solid fencing on a street side yard shall not be located in the required setback. However, a six-foot (6') decorative fence, such as a picket fence or a wrought iron fence with at least fifty percent (50%) of the fence open (up to fifty percent (50%) may be solid, or non-see-through) shall be allowed in the required street side yard setback.
- C. All alleys shall comply with St. George standard specifications for design and construction and be a minimum of twenty feet (20') wide when serving garages in the rear yards of lots with dwellings that front on a public street.
- D. Legally existing multiple-family dwelling units may be replaced with the same or lesser number of units; provided, that such replacement meets all multiple-family code requirements in article [C](#) of this chapter, and meets all architectural design standards contained in this

chapter. The replacement units shall obtain a building permit within twelve (12) months of abandonment, vacancy, discontinuation of use, or demolition of the nonconforming units, whichever is sooner. If a building permit is not obtained, all residential central city zone standards for new construction control.

E. All new subdivision and development within the RCC zone shall comply with the following minimum standards and the architectural design standards:

Minimum lot area	5,000 square feet
Minimum lot width/ frontage	40'
Front yard(s)	15' from back of sidewalk; garage setback shall be a minimum of 20 5 ' from property line
Exception:	Elevated open front porch, only up to 5' in the setback
Rear yard	10'
Exception:	Detached garage is allowed in the rear yard; if garage is accessed by an alley, a 20 5 ' setback is required from the alley
Side yard	8' (5'; provided, no easements or public utilities are located in the side yard)
Exception:	Structures with existing nonconforming setbacks may expand the existing structure and maintain the same setback
Street side yard, existing dwelling	5' from back of sidewalk, if the side yard is adjacent to a RCC modified street
Street side yard	15' from back of sidewalk; garage setback shall be a minimum of 20 5 ' from property line

Exception:	Elevated open front porch, only up to 5' in the setback
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(Ord. 2019-10-002, 10-10-2019; amd. Ord. 2023-01-008, 1-5-2023)

The St. George City Code is current through Ordinance 2025-022, passed March 20, 2025.

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10-7F-5:

PD-R PLANNED RESIDENTIAL DEVELOPMENT STANDARDS:

A. *Minimum Zone Requirements:* Each planned residential development zone application shall include a minimum of fifteen thousand (15,000) square feet and four (4) dwelling units.

B. *Maximum Density:* The density shall match the general plan land use map and shall not exceed the maximum density of twenty-two (22) dwelling units per acre.

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.

D. *Area, Coverage, Density, Yard, Common Area and Landscaping Requirements:* The minimum lot area, maximum density, maximum lot coverage, yard and common open space/landscaping requirements are as follows:

Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
The minimum lot	50%	30%	15'	Setback:	Setback:

Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
size in single-family residential subdivisions with private individual lots (no common area within lots) 5,000 square feet.			20' for a garage or carport	Adjacent to single-family zone: 30' if building height is more than one story or 20' or greater; 8' if building height is one story or less than 20'; 10' if building height is more than one story or 20' or greater.	Adjacent to single-family zone: 30' if building height is more than one story or 20' or greater; 10' if building height is one story or less than 20'; 20' if building height is more than one story or 20' or greater. Adjacent to a street: 20' with a 6' privacy wall along street right-of-way
Building separation for detached single-family projects, where common or limited common area	50%	30%	15' 20' for a garage or carport, measured	Adjacent to single-family zone: 30' if building height is more than one story or 20'	Adjacent to single-family zone: 30' if building height is more than one story or 20' or

Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
between structures; no fence and no retaining wall exists between units or building offsets.			from back of sidewalk (or back of curb where no sidewalk exists)	or greater. Otherwise: 3' if approved during zone change; 10' if height is less than 20'; 20' if height is 20' or greater. On a separate lot: 8'	greater. Otherwise: 10' if height is less than 20'; 20' if height is 20' or greater On a separate lot: 8'
Building Separation for Detached Units and Multiple-Family Dwellings		Side		Rear	
Where a property line, fence, retaining wall over 3' or similar boundary line separates units (any ownership designation other than "common area")		Setback: 8' if height is one story or less than 20'; 10' if height is greater than one story or 20'		Setback: 10' or 20' if height is greater than one story or 20'	

Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
Maximum density: As approved by the city council with recommendation from the planning commission and not to exceed 22 DUA, and the general plan land use map limits.					

(Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020; Ord. 2022-07-009, 7-28-2022; Ord. 2022-10-001, 10-20-2022; Ord. 2023-01-008, 1-5-2023. Formerly 10-7F-4)

The St. George City Code is current through Ordinance 2025-022, passed March 20, 2025.

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EXHIBIT B

POWERPOINT PRESENTATION

SB181

Setbacks & Accessory Structures
2025-ZRA-006

Senate Bill 181 (S.B. 181)

- Effective 05/2025
- Defines terms such as “affordable housing” and “unobstructed”
- Enact provisions affecting land use regulations
 - Covered and uncovered Parking
 - Parking space dimensions (changes setbacks)
 - Tandem parking
 - Garage size
- The bill aims to improve housing affordability across the state

Amendment to Gravel & Grazing

10-6-3

- Front and street side setback change from 25' to 20'

10-6-5

- Modify accessory structure standards to match with Title 10-7-1 (Residential Zones)
- An accessory structure smaller than two hundred (200) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required.

Amendment to Gravel & Grazing

10-6-9

A. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, side yard setbacks may be reduced to twenty feet (20'). The masonry wall along a street side yard may extend to the front plane of the residence, but shall not encroach on the twenty-five foot (25') setback from the front property line.~~

B. *Double-Fronting Lots in Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

1. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, rear yard setbacks may be reduced to twenty feet (20').~~

Amendment to Residential Zones

10-7-1

B. *Accessory Structure:* A one (1) story accessory structure is subject to the following standards:

1. *Side Yard:* The structure shall be located outside of the required setbacks and meet all the following:
 - a. Be constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;
 - b. Be separated at least six feet (6') from any other structure; and
 - c. Not exceed a height of twenty feet (20');
2. *Rear Yard:* The structure may be located zero feet (0') from the rear and side property lines, provided it meets all the following:
 - a. Be set back at least twenty feet (20') from any street;
 - b. Be separated at least six feet (6') from any other structure;
 - c. Not project across a property line;
 - d. Be constructed in a manner that does not divert storm water onto adjacent property;
 - e. If located over a utility easement, receive prior written approval from the joint utility commission and enter into an encroachment indemnification agreement with terms acceptable to the city attorney; and
 - f. Not exceed a height of twenty feet (20').
3. Accessory structures shall not be permitted, constructed, or used prior to occupancy of the main structure.
4. Structures connected to the main structure with a roof connection that is less than twelve feet (12') in width, and which do not match the materials and design of the main structure, shall be considered an accessory structure.
5. An accessory structure smaller than two hundred (200) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required.

Amendment to Residential Zones

10-7-5

1. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, the side yard setback may be reduced to twenty feet (20'). The masonry wall along a street side yard shall extend to the front plane of the residence, but shall not encroach on the twenty-five foot (25') setback from the front property line.~~

2. *Double-Fronting Lots in Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

a. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, the rear yard setback may be reduced to twenty feet (20').~~

b. Setbacks for double-fronting lots shall be measured from the masonry wall, if any. The required landscape strip shall be on the street side of the wall.

~~B. *Less than Required Front Yard Setback:* In areas where the front yard setback on adjacent property is less than twenty-five feet (25'), new construction may be constructed at a distance that is halfway between the distance of the two (2) setbacks of adjacent properties. In a case where one (1) of the adjacent setbacks is greater than twenty-five feet (25'), the setback shall be a distance that is halfway between the distance of the lesser adjacent setback and twenty-five feet (25'). In no case shall the setback be less than twenty feet (20'). (Ord. 2019-10-002, 10-10-2019)~~

Amendment to Residential Setbacks:

10-7A-3 Residential Estate

10-7B-3 Single-Family Residential

10-7C-4 Multiple Family Residential

10-7D-3 Mobile Home

10-7E-2 Residential Central City (property line or alley)

10-7F-5 PD-R (garage or carport)

- Front and street side setback change from 25' to 20'

Amendment to Single -Family Residential

10-7B-3: Lot Area, Width, Yard Requirements

R-1-8, R-1-10, R-1-12, R-1-20, R-1-40

Lot size averaging

Existing: Not less than an 80% reduction

Proposed: Not more than a 20% reduction

Existing: Not less than a 70% reduction

Proposed: Not more than a 30% reduction

Minimum Lot Width/Frontage

Existing: Not less than a 70% reduction

Proposed: Not more than a 30% reduction

ORDINANCE NO. _____

AN ORDINANCE AMENDING PORTIONS OF TITLE 10 TO MODIFY SETBACK STANDARDS IN RESIDENTIAL ZONES, MODIFY ACCESSORY STRUCTURE STANDARDS, UPDATE LOT SIZE AVERAGING PERCENTAGES, AND REMOVE SECTIONS OF CODE. CASE NO. 2025-ZRA-006 (SB181 REGULATIONS)

WHEREAS, after careful consideration, the city council has determined that amending portions of Title 10 to modify setback standards in residential zones, modify accessory structure standards, update lot size averaging percentages, and remove sections of code is in the best interest of the health, safety and welfare of the citizens of St. George; and

WHEREAS, the Planning Commission held a public hearing on July 22, 2025, and thereafter forwarded a recommendation for approval of the requested zoning regulation amendment to the City Council with a 7-0 vote; and

WHEREAS, the City Council held a public meeting on August 21, 2025 on the requested code amendment; 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 21st day of August 2025.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Jami Brackin, Deputy City Attorney

Councilmember Hughes _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____
Councilmember Kemp _____

EXHIBIT A

10-6-3: AREA, WIDTH, YARD AND HEIGHT REQUIREMENTS:

The minimum lot area, width and yard requirements are as indicated below:

Lot Area Minimum	Minimum Lot Width/Frontage	Minimum Yard Setbacks		
		Front and Street Side	Side	Rear
20 acres	100'	205'	20'	20'

(Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-6-5: YARDS UNOBSTRUCTED – EXCEPTIONS:

Every part of the setback area shall be open to the sky, unobstructed except for:

- A. The ordinary projections of belt courses, eaves, chimneys, flues, cantilevered balconies, decks, ornamental features, open fire escapes, or open outside stairways which project into a setback not more than four feet (4');
- B. A porte-cochere may extend from the main dwelling doorway and over a circular drive. The porte-cochere shall be open on three (3) sides and no more than thirty feet (30') wide if it projects into the front setback. Each porte-cochere shall have a fifteen-foot (15') or greater setback from the front property line;
- C. City public transit shelters, with or without public restrooms, may be located within a setback area adjacent to a public street;

~~D. Accessory Structure: An accessory structure shall not cover more than twenty-five percent (25%) of the rear yard, and is limited as follows:~~

- ~~1. If the accessory structure is located in the side yard portion of the rear yard, the structure must be designed and constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;~~
- ~~2. No portion of an accessory structure may be:~~
 - ~~a. Within twenty-five feet (25') of any street (except a pool may be constructed in a street side yard if a fence is provided);~~
 - ~~b. Within six feet (6') of any structure;~~
 - ~~c. Projected across a property line;~~
 - ~~d. Constructed in a manner that will divert storm water onto adjacent property;~~
 - ~~e. Located over a utility easement without prior written approval from the joint utility commission and an encroachment agreement with terms acceptable to the city attorney; or~~
 - ~~f. Permitted, constructed, or used prior to occupancy of the main structure;~~

~~3. An accessory structure smaller than one hundred twenty (120) square feet that does not require a building permit is allowed in the side and rear yard, and no separation is required. (Ord. 2019-10-002, 10-10-2019)~~

D. Accessory Structure: A one (1) story accessory structure is subject to the following standards:

1. Side Yard: The structure shall be located outside of the required setbacks and meet all the following:

- a. Be constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;
- b. Be separated at least six feet (6') from any other structure; and
- c. Not exceed a height of twenty feet (20');

2. Rear Yard: The structure may be located zero feet (0') from the rear and side property lines, provided it meets all the following:

- a. Be set back at least twenty feet (20') from any street;
- b. Be separated at least six feet (6') from any other structure;
- c. Not project across a property line;
- d. Be constructed in a manner that does not divert storm water onto adjacent property;
- e. If located over a utility easement, receive prior written approval from the joint utility commission and enter into an encroachment indemnification agreement with terms acceptable to the city attorney; and
- f. Not exceed a height of twenty feet (20').

3. Accessory structures shall not be permitted, constructed, or used prior to occupancy of the main structure.

4. Structures connected to the main structure with a roof connection that is less than twelve feet (12') in width, and which do not match the materials and design of the main structure, shall be considered an accessory structure.

5. An accessory structure not exceeding two hundred (200) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required.

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-6-9: SETBACKS ALONG STREETS:

Lots that have the rear or side property lines adjacent to a public street, or common areas between property lines and a public street, shall maintain the following minimum rear or side setbacks:

A. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, side yard setbacks may be reduced to twenty feet (20'). The masonry wall along a street side yard may extend to the front plane of the residence, but shall not encroach on the twenty-five-foot (25') setback from the front property line.~~

B. *Double-Fronting Lots in Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

1. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, rear yard setbacks may be reduced to twenty feet (20').~~
2. Setbacks for double-fronting lots shall be measured from the masonry wall. The landscape strip shall be on the street side of the wall. (Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2025-049, passed June 19, 2025.

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10-7-1: YARDS UNOBSTRUCTED – EXCEPTIONS:

- A. Every part of the setback area shall be open to the sky, unobstructed except for:
1. The ordinary projections of belt courses, eaves, chimneys, flues, cantilevered balconies, decks, ornamental features, open fire escapes, or open outside stairways which project into a setback not more than four feet (4');
 2. A porte-cochere may extend from the main dwelling doorway and over a circular drive. The porte-cochere shall be open on three (3) sides and no more than thirty feet (30') wide if it projects into the front setback. Each porte-cochere shall have a fifteen-foot (15') or greater setback from the front property line;
 3. City public transit shelters, with or without public restrooms, may be located within a setback area adjacent to a public street;
 4. *Carport in the Side Yard:* A carport open on three (3) sides may be located in an interior side yard area to within one foot (1') of the side property line, subject to the following standards and restrictions:
 - a. The carport roof structure and support columns must be secured, fire rated, and built of fire-resistant materials in compliance with the International Residential Code and the International Fire Code;
 - b. Not to exceed fifteen feet (15') in height;
 - c. Have a six-foot (6') tall masonry wall along the side property line adjacent to the carport;
 - d. Only one (1) side yard area may be covered; the other side must remain open to the sky, and on corner lots, the street side yard setback must remain open to the sky;
 - e. The wall of the dwelling or any structure on the adjoining property adjacent to the carport must be a minimum of eight feet (8') from the property line; and
 - f. Comply with all other codes and ordinances;
 5. A patio or area cover is only permitted in a rear yard and must meet the following standards:

- a. The patio or area covered shall only be enclosed on three (3) sides or less;
- b. No more than one-third ($\frac{1}{3}$) of the rear yard is covered;
- c. No cover shall be closer than two feet (2') to the rear and side property line.

B. *Accessory Structure:* A one (1) story accessory structure is subject to the following standards~~limited as follows:~~

1. *Side Yard:* The structure shall be located outside of the required setbacks and meet all the following:

~~a. The structure must be located outside of the required setbacks;~~

~~a~~b. Be constructed to resemble the main structure by incorporating the same building materials, colors, roof pitch, and design;

~~b~~c. Be ~~S~~separated at least six feet (6') from any other structure; and

~~c~~d. Not exceed a height of~~greater than~~ twenty feet (20')~~; in height;~~

2. *Rear Yard:* The structure may be located zero feet (0') from the rear and side property lines, provided it meets all the following:~~Rear yard accessory structures are permitted if they meet the requirements found here:~~

~~a. No portion of a rear yard accessory structure shall be:~~

~~a.(1) Within~~ Be set back at least twenty~~five~~ feet (20~~5~~) from~~of~~ any street;~~except a pool may be constructed in a street side yard,~~

~~b.(2) Be separated at least~~Within six feet (6') from~~of~~ any other structure;~~;~~

~~c.(3) Not P~~projected across a property line;~~;~~

~~d.(4) Be C~~constructed in a manner that does~~will~~ not divert storm water onto adjacent property;~~;~~

~~e.(5) If L~~located over a utility easement, receive~~without~~ prior written approval from the joint utility commission and enter into an encroachment indemnification agreement with terms acceptable to the city attorney;and, or

~~f.(6)~~ Not exceed a height of~~Greater than~~ twenty feet (20') ~~in height.~~

~~b. A rear yard accessory structure may be located zero feet (0') from the rear and side property lines if no more than twenty-five percent (25%) of the rear yard is used for accessory structures.~~

~~3. c. Rear yard a~~ Accessory structures shall not be permitted, constructed, or used prior to occupancy of the main structure.

~~4. 3.—~~ Structures connected to the main structure with a roof connection that is less than twelve feet (12') in width, and which do not match the materials and design of the main structure, ~~will~~shall be considered an accessory structure.

~~5. An accessory structure~~ not exceeding ~~smaller than one~~two hundred ~~twenty~~ (~~1200~~) square feet, that does not require a building permit, is allowed in the side and rear yard, and no separation is required.

C. *Common Area Boundaries – Yard:* For a limited common area that is assigned to the specific use of a designated property, the outer boundaries of such limited common area are considered the lot line of the designated property for purposes of determining exceptions to open- and unobstructed-yard regulations. Other common areas shall not be considered within the ownership of individual properties for the purpose of determining the setback areas. Driveways to the garage of a pad or unit may be located in limited common areas. (Ord. 2019-10-002, 10-10-2019)

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10-7-5: SETBACKS ALONG STREETS:

A. Lots that have the rear or side property lines adjacent to a public street, or common areas between property lines and public street, shall maintain the following minimum rear or side setbacks:

1. Side and rear yard setbacks on a street side yard shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a side property line, the side yard setback may be reduced to twenty feet (20'). The masonry wall along a street side yard shall extend to the front plane of the residence, but shall not encroach on the twenty-five-foot (25') setback from the front property line.~~

2. *Double-Fronting Lots in Residential Zones:* Lots that have a rear property line adjacent to a public street shall maintain the following minimum rear setbacks:

a. Double-fronting rear yard setback shall be the same as a front yard. ~~If a six-foot (6') masonry wall exists along a rear property line, the rear yard setback may be reduced to twenty feet (20').~~

b. Setbacks for double-fronting lots shall be measured from the masonry wall, if any. The required landscape strip shall be on the street side of the wall.

~~B. *Less than Required Front Yard Setback:* In areas where the front yard setback on adjacent property is less than twenty-five feet (25'), new construction may be constructed at a distance that is halfway between the distance of the two (2) setbacks of adjacent properties. In a case where one (1) of the adjacent setbacks is greater than twenty-five feet (25'), the setback shall be a distance that is halfway between the distance of the lesser adjacent setback and twenty-five feet (25'). In no case shall the setback be less than twenty feet (20'). (Ord. 2019-10-002, 10-10-2019)~~

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-7A-3: LOT AREA, WIDTH AND YARD REQUIREMENTS:

A. The minimum lot area, width, street frontage and yard requirements are as follows:

District	Minimum Lot Area	Minimum Lot Width/Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
RE-5	5 acres	80 feet	205 feet	10 feet	10 feet
RE-12.5	12,500 square feet	80 feet	205 feet	10 feet	10 feet
RE-20	20,000 square feet	80 feet	205 feet	10 feet	10 feet
RE-37.5	37,500 square feet	80 feet	205 feet	10 feet	10 feet

B. *Lot Size Averaging:*

1. Lot size averaging is an alternative to traditional minimum lot size standards and encourages a mix of lot sizes within a subdivision. The overall density of the zoning district remains approximately the same, but flexibility is provided in the mixing of lot sizes.

2. *Standards:*

a. Lot size averaging is a permitted use within the RE-20 and RE-37.5 zones.

(1) Project density shall not exceed the following:

District	Maximum Dwelling Units per Acre
RE-20	2.0 du/acre
RE-37.5	1.2 du/acre

b. No lot size shall be reduced to less than sixty-five percent (65%) of the required lot size for the applicable zoning district.

c. No lot frontage (width) shall be reduced to less than eighty percent (80%) of the required lot frontage for the applicable zoning district.

- d. Lot size averaging shall apply to new subdivisions, not to existing recorded plats, and not to amendments to recorded plats.
- e. Open space dedications and/or trail easements shall be included in the subdivision density calculations for the purpose of complying with subsection [B2a](#) of this section.
- f. Not more than one-half (½) of the proposed lots within the subdivision may be less than the zone's standard lot size. (Ord. 2019-10-002, 10-10-2019)

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10-7B-3: LOT AREA, WIDTH, YARD REQUIREMENTS:

A. The minimum lot area, width, yard and landscaping requirements in each zone below are as follows:

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
R-1-6	6,000	70'	20 5 '	6' where public utility easement doesn't exist 8' if public utility easement exists	10'
R-1-7	7,000	70' or 65' in the central city residential area	20 5 '	6' where public utility easement doesn't exist 8' if public utility easement exists	10'
R-1-8: Lot size averaging:	8,000 Not more less than a 8 20% reduction	70' or 65' in the central city residential area Not less than 65'	20 5 '	8'	10'
R-1-10 Lot size averaging:	10,000 Not more less than a 7 30% reduction	80' Not more less than a 7 30% reduction	20 5 '	8'	10'
R-1-12 Lot size averaging:	12,000 Not more less than a 7 30% reduction	90' Not more less than a 7 30% reduction	20 5 '	8'	10'
R-1-20 Lot size	20,000 Not more less than	100' Not more less than	20 5 '	8'	10'

District	Lot Area Minimum in Square Feet	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
averaging:	a 7 30% reduction	a 7 30% reduction			
R-1-40	40,000	200'	205'	8'	10'
Lot size averaging:	Not more less than a 7 30% reduction	Not more less than a 7 30% reduction			

B. Lot Size Averaging:

1. Lot size averaging is an alternative to traditional minimum lot size standards and encourages a mix of lot sizes within a subdivision. The overall density of the zoning district remains approximately the same, but flexibility is provided in the mixing of lot sizes.

2. Standards:

a. Lot size averaging is a permitted use within the R-1-8, R-1-10, R-1-12, R-1-20 and R-1-40 zones. Project density shall not exceed the following:

District	Maximum Dwelling Units per Acre
R-1-8	3.7 du/acre
R-1-10	3.2 du/acre
R-1-12	2.8 du/acre
R-1-20	1.8 du/acre
R-1-40	1.0 du/acre

b. Lot size averaging shall apply to new subdivisions, and not to existing recorded plats, nor to amendments to recorded plats.

c. Open space dedications and/or trail easements shall be included in the subdivision density calculations for the purpose of complying with subsection [B2a](#) of this section.

- d. Not more than one-half (½) of the proposed lots within the subdivision may be less than the zone's standard lot size. (Ord. 2019-10-002, 10-10-2019; amd. Ord. 2023-01-008, 1-5-2023)

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

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10-7C-4: AREA, WIDTH AND YARD REQUIREMENTS:

The minimum area, width and yard requirements are as follows:

Zone/Unit Type	Area Minimum in Square Feet	Minimum Lot Frontage	Required Landscaping	Minimum Yard Setbacks		
				Front and Street Side	Side	Rear
R-2	6,000 and 2,000 for each additional unit	65'	30% lot area 50% front yard	20 5 '	8'	10'
R-2 MF subdivided	4,000 per unit	30' per unit	30% lot area 50% front yard	20 5 '	8' (excluding common wall)	10'
R-3 MF	6,000 per unit	70'	30% lot area 50% front yard	20 5 '	20' Min 25' from single-family	20' Min 25' from single-family
R-4 MF	6,000 per unit	70'	30% lot area 50% front yard	20 5 '	20' Min 25' from single-family	20' Min 25' from single-family

(Ord. 2019-10-002, 10-10-2019)

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10-7D-3: AREA, WIDTH AND YARD REQUIREMENTS:

The minimum lot area, width and yard requirements are as follows:

District	Area Minimum per Unit in Square Feet/Minimum Subdivision Size	Minimum Lot Width	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
MH-6	6,000 / 5 acres	60'	20'	8'	10'
MH-8	8,000 / 5 acres	70'	20 5 '	8'	10'
MH-10	10,000 / 5 acres	80'	20 5 '	8'	10'
MH-12	12,000 / 5 acres	90'	20 5 '	8'	10'
MH-20	20,000 / 5 acres	100'	20 5 '	8'	10'
MH-40	40,000 / 5 acres	200'	20 5 '	8'	10'
Single-family dwelling, existing recreation vehicle subdivision lots			10' for private streets and 20 5 ' for public streets	5' interior lot line and 10' adjacent to an exterior lot line	5' interior lot line and 10' adjacent to an exterior lot line

(Ord. 2019-10-002, 10-10-2019)

The St. George City Code is current through Ordinance 2025-034, passed May 1, 2025.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

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10-7E-2:**DEVELOPMENT STANDARDS:**

- A. All dwellings/dwelling units shall front on a public street.
- B. All streets within the RCC zone shall comply with St. George standard specifications for design and construction, and be a public street, or an RCC modified street, with a minimum width of twenty-seven feet (27') of pavement along the entire depth of the property, with the additional following reduced standards:
1. Twenty feet (20') of pavement is required along the street side yard of an existing house;
 2. HB30-7 curb and gutters on each side (five feet (5') total);
 3. Four-foot (4') wide sidewalk on both sides of the street;
 4. Only one (1) four-foot (4') wide sidewalk is required if the new dwellings front only on one (1) side of the RCC modified street. Sidewalk shall be located on the new dwelling side of the street;
 5. If new modified street is adjacent to existing side or rear lots, a six-foot (6') solid block wall is required along the existing lots. The wall shall not be located in the required front yard setback of existing lots;
 6. Six-foot (6') solid fencing on a street side yard shall not be located in the required setback. However, a six-foot (6') decorative fence, such as a picket fence or a wrought iron fence with at least fifty percent (50%) of the fence open (up to fifty percent (50%) may be solid, or non-see-through) shall be allowed in the required street side yard setback.
- C. All alleys shall comply with St. George standard specifications for design and construction and be a minimum of twenty feet (20') wide when serving garages in the rear yards of lots with dwellings that front on a public street.
- D. Legally existing multiple-family dwelling units may be replaced with the same or lesser number of units; provided, that such replacement meets all multiple-family code requirements in article [C](#) of this chapter, and meets all architectural design standards contained in this

chapter. The replacement units shall obtain a building permit within twelve (12) months of abandonment, vacancy, discontinuation of use, or demolition of the nonconforming units, whichever is sooner. If a building permit is not obtained, all residential central city zone standards for new construction control.

E. All new subdivision and development within the RCC zone shall comply with the following minimum standards and the architectural design standards:

Minimum lot area	5,000 square feet
Minimum lot width/ frontage	40'
Front yard(s)	15' from back of sidewalk; garage setback shall be a minimum of 20 5 ' from property line
Exception:	Elevated open front porch, only up to 5' in the setback
Rear yard	10'
Exception:	Detached garage is allowed in the rear yard; if garage is accessed by an alley, a 20 5 ' setback is required from the alley
Side yard	8' (5'; provided, no easements or public utilities are located in the side yard)
Exception:	Structures with existing nonconforming setbacks may expand the existing structure and maintain the same setback
Street side yard, existing dwelling	5' from back of sidewalk, if the side yard is adjacent to a RCC modified street
Street side yard	15' from back of sidewalk; garage setback shall be a minimum of 20 5 ' from property line

Exception:	Elevated open front porch, only up to 5' in the setback
------------	---

(Ord. 2019-10-002, 10-10-2019; amd. Ord. 2023-01-008, 1-5-2023)

The St. George City Code is current through Ordinance 2025-022, passed March 20, 2025.

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10-7F-5:

PD-R PLANNED RESIDENTIAL DEVELOPMENT STANDARDS:

A. *Minimum Zone Requirements:* Each planned residential development zone application shall include a minimum of fifteen thousand (15,000) square feet and four (4) dwelling units.

B. *Maximum Density:* The density shall match the general plan land use map and shall not exceed the maximum density of twenty-two (22) dwelling units per acre.

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.

D. *Area, Coverage, Density, Yard, Common Area and Landscaping Requirements:* The minimum lot area, maximum density, maximum lot coverage, yard and common open space/landscaping requirements are as follows:

Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
The minimum lot	50%	30%	15'	Setback:	Setback:

Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
size in single-family residential subdivisions with private individual lots (no common area within lots) 5,000 square feet.			20' for a garage or carport	Adjacent to single-family zone: 30' if building height is more than one story or 20' or greater; 8' if building height is one story or less than 20'; 10' if building height is more than one story or 20' or greater.	Adjacent to single-family zone: 30' if building height is more than one story or 20' or greater; 10' if building height is one story or less than 20'; 20' if building height is more than one story or 20' or greater. Adjacent to a street: 20' with a 6' privacy wall along street right-of-way
Building separation for detached single-family projects, where common or limited common area	50%	30%	15' 20' for a garage or carport, measured	Adjacent to single-family zone: 30' if building height is more than one story or 20'	Adjacent to single-family zone: 30' if building height is more than one story or 20' or

Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
between structures; no fence and no retaining wall exists between units or building offsets.			from back of sidewalk (or back of curb where no sidewalk exists)	or greater. Otherwise: 3' if approved during zone change; 10' if height is less than 20'; 20' if height is 20' or greater. On a separate lot: 8'	greater. Otherwise: 10' if height is less than 20'; 20' if height is 20' or greater On a separate lot: 8'
Building Separation for Detached Units and Multiple-Family Dwellings			Side	Rear	
Where a property line, fence, retaining wall over 3' or similar boundary line separates units (any ownership designation other than "common area")		Setback: 8' if height is one story or less than 20'; 10' if height is greater than one story or 20'		Setback: 10' or 20' if height is greater than one story or 20'	

Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
Maximum density: As approved by the city council with recommendation from the planning commission and not to exceed 22 DUA, and the general plan land use map limits.					

(Ord. 2019-10-002, 10-10-2019; amd. Ord. 2020-06-002, 6-4-2020; Ord. 2022-07-009, 7-28-2022; Ord. 2022-10-001, 10-20-2022; Ord. 2023-01-008, 1-5-2023. Formerly 10-7F-4)

The St. George City Code is current through Ordinance 2025-022, passed March 20, 2025.

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Agenda Date: 08/21/2025

Agenda Item Number: 10

Subject:

Consider approval of Ordinance No. 2025-068 amending portions of Title 3 and repealing a portion of Title 6, to place the administration of parade permit requests under the code section governing special events.

Item at-a-glance:

Staff Contact: Carol Winner

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 E 200 N

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

Parades are a type of special event. Parade event permits currently fall under City Code Title 6 which governs Motor Vehicles and Traffic, and which provides for issuance of permits by the Chief of Police. In practice, permit requests are reviewed and administered by the Special Events Coordinator with input from various departments, including the Police Department. The requested Code amendments will place the category of parade events under the Code section for Special Events, and thereby reflect actual City practice. This amendment will also clarify the respective roles of the police department and special events coordinator, and remove any ambiguities or confusion surrounding the proper administration and oversight of parade event permits and activities.

Staff Narrative (need/purpose):

Parade event permits currently fall under City Code Title 6 which governs Motor Vehicles and Traffic, and which provides for issuance of permits by the Chief of Police. Parades are a type of special event. In practice, permit requests are reviewed and administered by the Special Events Coordinator with input from various departments, including the Police Department. The requested Code amendments will place the general category of parade events under the Code section for Special Events, and thereby reflect actual City practice. This amendment will clarify the respective roles of the police department and special events coordinator, and remove any ambiguities or confusion surrounding the proper administration and oversight of parade event permits and activities.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 3 CHAPTER 11 AND REPEALING TITLE 6 CHAPTER 4 OF THE CITY CODE REGARDING PARADES, AND AMENDING TITLE 3 CHAPTER 10 SPECIAL EVENTS TO INCLUDE PROVISIONS AND REVISIONS REGARDING PARADES

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend City Code Title 3, Chapter 11 - Other Event Permits; and

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to repeal City Code Title 6, Chapter 4 - Parades and Processions; and

WHEREAS, the City Council has determined that it is in the best interest of the City and the public to amend City Code Title 3, Chapter 10 - Special Events, to include provisions and revisions regarding parades; and

WHEREAS, the City Council has determined that the foregoing amendments and repealer will meet the City's intent that parade permits be administered as special events under City Code Chapter 3 Title 10 - Special Events.

WHEREAS, the City Council held a public meeting on the requested code amendments on _____, 2025.

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

Section 1. Amendments and Repealer.

- 1.1 Title 3, Chapter 11 is amended as per attached Exhibit A.
- 1.2 Title 6, Chapter 4 is repealed as per attached Exhibit B.
- 1.3 Title 3, Chapter 10 is amended as per attached Exhibit C.

Section 2. Additional Repealer. Any other provision of the St. George City Code found to conflict with this Ordinance is hereby repealed.

Section 3. Enactment. The foregoing amendments and repealer shall occur upon the effective date of this ordinance.

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 on this ____ day of _____, 2025.

CITY OF ST. GEORGE:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Alicia Carlton
Assistant City Attorney

Councilmember Hughes
Councilmember Larkin
Councilmember Larsen
Councilmember Tanner
Councilmember Kemp

EXHIBIT A

CHAPTER 11

OTHER EVENT PERMITS

- 3-11-1: Definitions**
- 3-11-2: Filming Event Permits**
- ~~**3-11-3: Parade Event Permits**~~
- 3-11-4: City Events And City Partner Event Permits**
- 3-11-5: Specific Venue Event Permits**
- 3-11-6: Nonconstruction Encroachment Permits**
- 3-11-7: Inspections**

3-11-1:

DEFINITIONS:

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

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 nonprofit organizations, and interlocal entities or entities with whom there is an interlocal agreement. City partner also includes Washington County's Greater Zion Convention and Tourism Office.

ENCROACHMENT PERMIT: The required permit under section [7-1-3](#) which enables the use, encroachment into, or closure of a public road or right-of-way.

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 beyond personal use. 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.

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

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

SPECIFIC VENUE EVENT: 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, softball, or pickleball, the Canyon Complex for softball, or Tonaquint Park for the tennis courts. (Ord. 2023-017, 8-31-2023)

3-11-2:

FILMING EVENT PERMITS:

Any person who intends to engage in a filming event shall first obtain a filming event permit, location agreement, facility use agreement, and/or other permit or agreement as necessary for locations and facilities needed for or in association with the event.

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 twenty (20) 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 twenty (20) 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 filming event permit well in advance of the twenty (20) day application deadline.

3. Applications for events that submit the application less than twenty (20) calendar days prior to the scheduled event shall not be accepted.

4. The city shall issue a written decision of approval, approval with conditions, or denial, in the form of a use agreement, for approved permits or a letter of explanation for denied applications, on all complete filming event permit applications no less than ten (10) calendar days prior to the event.

B. *Events Review Committee (ERC)*: The events review committee shall be made up in the same manner outlined in section [3-10-4B](#).

C. *Review Process*: Applications for a filming event permit shall be submitted electronically to the special events coordinator (SEC) who, within three (3) 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 ERC for review. Upon resubmission of a returned incomplete application, the application shall be reviewed as if it were an original application submission. Once submitted to the ERC, the review and approval process for a filming event permit application shall be as described in section [3-10-4C](#) for special events. (Ord. 2023-017, 8-31-2023)

~~3-11-3:~~

~~PARADE EVENT PERMITS:~~

~~Any person who intends to engage in a parade event shall first obtain a parade event permit, location agreement, facility use agreement, and/or other permit or agreement as necessary for locations and facilities needed for or in association with the event.~~

~~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 forty-five (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 parade event permit well in advance of the forty-five (45) day application deadline.~~

~~3. Applications for events that submit the application less than forty-five (45) calendar days prior to the scheduled event shall not be accepted.~~

~~4. The city shall issue a written decision of approval, approval with conditions, or denial, in the form of a use agreement, for approved permits or a letter of explanation for denied applications, on all complete parade event permit applications no less than ten (10) calendar days prior to the event.~~

~~B. *Events Review Committee (ERC)*: The events review committee shall be made up in the same manner outlined in section 3-10-4B.~~

~~C. *Review Process*: Applications for a parade event permit shall be submitted electronically to the special events coordinator (SEC) who, within three (3) 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 ERC for review. Upon resubmission of a returned incomplete application, the application shall be reviewed as if it were an original application submission. Once submitted to the ERC, the review and approval process for a parade event permit application shall be as described in section 3-10-4C for special events. (Ord. 2023-017, 8-31-2023)~~

3-11-4:

CITY EVENTS AND CITY PARTNER EVENT PERMITS:

Any city partner who intends to engage in an event shall first obtain a permit, location agreement, facility use agreement, and/or other permit or agreement as necessary for locations and facilities needed for or in association with the event. City events may follow an informal internal process to plan, review, and approve events within the city involving city properties and facilities.

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 twenty (20) 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 twenty (20) 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 city partner event permit well in advance of the twenty (20) day application deadline.
3. Applications for events that submit the application less than twenty (20) calendar days prior to the scheduled event shall not be accepted.
4. The city shall issue a written decision of approval, approval with conditions, or denial, in the form of a use agreement, for approved permits or a letter of explanation for denied applications, on all complete city partner event permit applications no less than ten (10) calendar days prior to the event.

B. *Events Review Committee (ERC):* The events review committee shall be made up in the same manner outlined in section [3-10-4B](#).

C. *Review Process:* Applications for a city partner event permit shall be submitted electronically to the special events coordinator (SEC) who, within three (3) 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 ERC for review. Upon resubmission of a returned incomplete application, the application shall be reviewed as if it were an original application submission. Once submitted to the ERC, the review and approval process for a city partner event permit shall be as described in section [3-10-4C](#) for special events. (Ord. 2023-017, 8-31-2023)

3-11-5:**SPECIFIC VENUE EVENT PERMITS:**

Any person who intends to engage in a specific venue event shall first obtain a specific venue event permit, location agreement, facility use agreement, and/or other permit or agreement as necessary for the venues and locations needed for or in association with the event.

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 forty-five (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 specific venue event permit well in advance of the forty-five (45) day application deadline.
3. Applications for events that submit the application less than forty-five (45) calendar days prior to the scheduled event shall not be accepted.
4. The city shall issue a written decision of approval, approval with conditions, or denial, in the form of a use agreement, for approved permits or a letter of explanation for denied applications, on all complete specific venue event permit applications no less than ten (10) calendar days prior to the event.

B. Events Review Committee (ERC): The events review committee shall be made up in the same manner outlined in section [3-10-4B](#). The ERC shall include a designated representative of the venue(s) identified in the permit application when considering an application for a specific venue event permit.

C. Review Process: Applications for a specific venue event permit shall be submitted electronically to the special events coordinator (SEC) who, within three (3) 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 ERC for review. Upon resubmission of a returned incomplete application, the application shall be reviewed as if it were an original application submission. Once submitted to the ERC, the review and approval process for a specific venue event permit application shall be as described in section [3-10-4C](#) for special events. (Ord. 2023-017, 8-31-2023)

3-11-6:

NONCONSTRUCTION ENCROACHMENT PERMITS:

Any person who intends to close or restrict any public right-of-way, trail, or other public property for nonconstruction purposes shall first obtain a nonconstruction encroachment permit.

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 forty-five (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 nonconstruction encroachment permit well in advance of the forty-five (45) day application deadline.
3. Applications for new permits that submit the application less than forty-five (45) calendar days prior to the scheduled event shall not be accepted.
4. Applications for a nonconstruction encroachment permit shall also include:

a. A complete list of names and current mailing addresses, obtained from the office of the Washington County Recorder, for all owners of property within or partially within the area fronting the segment of public right-of-way proposed for closure by the permit;

b. For properties that have a mailing address or owner that is not represented to be the resident or occupant of a property identified under subsection [A4a](#) of this section, an additional notice shall be provided to the resident or occupant of the property.

5. The city shall issue a written decision of approval, approval with conditions, or denial, in the form of a use agreement, for approved permits or a letter of explanation for denied applications, on all complete nonconstruction encroachment permit applications no less than ten (10) calendar days prior to the event. With the issuance of a written decision of approval, the city shall issue a notice of the approved permit, which includes the details and anticipated impacts of the approved encroachment, to all property owners, residents, and occupants identified in subsection [A4](#) of this section herein no less than ten (10) calendar days prior to the event.

B. *Events Review Committee (ERC)*: The events review committee shall be made up in the same manner outlined in section [3-10-4B](#).

C. *Review Process*: Applications for a nonconstruction encroachment permit shall be submitted electronically to the special events coordinator (SEC) who, within three (3) 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 ERC for review. Upon resubmission of a returned incomplete application, the application shall be reviewed as if it were an original application submission. Once submitted to the ERC, the review and approval process for a specific venue event permit application shall be as described in section [3-10-4C](#) for special events. (Ord. 2023-017, 8-31-2023)

3-11-7:

INSPECTIONS:

Authorized law enforcement officers, fire control officers, and other government personnel performing inspections pursuant to this chapter 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. (Ord. 2023-017, 8-31-2023)

The St. George City Code is current through Ordinance 2025-049, passed June 19, 2025.

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EXHIBIT B

CHAPTER 4

PARADES AND PROCESSIONS

- ~~6-4-1: Defined~~**
- ~~6-4-2: Permit Required; Exceptions~~**
- ~~6-4-3: Application For Permit; Fee; Bond~~**
- ~~6-4-4: Standards For Issuance~~**
- ~~6-4-5: Notice Of Rejection~~**
- ~~6-4-6: Appeal Procedure~~**
- ~~6-4-7: Alternate Permit~~**
- ~~6-4-8: Notice To Other City Officials~~**
- ~~6-4-9: Contents Of Permit~~**
- ~~6-4-10: Duties Of Permittee~~**
- ~~6-4-11: Public Conduct During Parades~~**
- ~~6-4-12: Revocation Of Permit~~**
- ~~6-4-13: Penalty~~**

~~6-4-1:~~

DEFINED:

~~"Parade" is any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or any similar display, in or upon any street, park or other public place in the city. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-2:~~

PERMIT REQUIRED; EXCEPTIONS:

~~A. No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the chief of police.~~

~~B. This chapter shall not apply to:~~

- ~~1. Funeral processions;~~
- ~~2. Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities; or~~
- ~~3. A governmental agency acting within the scope of its functions. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-3:~~

APPLICATION FOR PERMIT; FEE; BOND:

~~A person seeking issuance of a parade permit shall file an application with the chief of police on forms provided by such officer.~~

~~A. *Filing Period:* An application for a parade permit shall be filed with the chief of police not less than thirty (30) days nor more than sixty (60) days before the date on which it is proposed to conduct the parade.~~

~~B. *Information Required:* The application for a parade permit shall set forth the following information:~~

- ~~1. The name, address and telephone number of the person or organization seeking to conduct such parade;~~
- ~~2. If the parade is proposed to be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization, and of the authorized and responsible head of such organization;~~
- ~~3. The name, address and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;~~
- ~~4. The date when the parade is to be conducted;~~
- ~~5. The route to be traveled, the starting point and the termination point;~~
- ~~6. The approximate number and type of entries expected to participate in the parade;~~
- ~~7. The hours when such parade will start and terminate;~~

~~8. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traversed;~~

~~9. The location by streets of any assembly areas for such parade;~~

~~10. The time at which units of the parade will begin to assemble at any such assembly area or areas;~~

~~11. The interval of space to be maintained between units of such parade;~~

~~12. If the parade is designed to be held by, and on behalf of, or for any person other than the applicant, the applicant for such permit shall file with the chief of police a communication in writing from the person proposing to hold the parade, authorizing the applicant to apply for the permit on his behalf;~~

~~13. Any additional information which the chief of police shall find reasonably necessary to a fair determination as to whether a permit should issue.~~

~~C. *Late Applications:* The chief of police, where good cause is shown therefor, shall have the authority to consider any application hereunder which is filed less than thirty (30) days before the date such parade is proposed to be conducted. (Ord. 1-1-1988, 1-7-1988)~~

~~D. *Fee; If Required:* There shall be paid at the time of filing the application for a parade permit a fee in such amount as established by resolution of the city council if the parade route is to include or cross St. George Boulevard or Bluff Street, because of the increased police personnel necessary for traffic purposes on those thoroughfares. There shall be no fee for parade permits at other locations.~~

~~E. *Bond:* In the event it is expected that the parade will result in the necessity of street cleaning, has the potential for unusual noise or other disruption of commercial activity in the city, or will otherwise pose a hazard to the order and economy of the city, the chief of police may in his discretion require the permittee to post a bond in an amount not to exceed five thousand dollars (\$5,000.00) to assure compliance with the standards and conditions required in the permit. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-4:~~~~STANDARDS FOR ISSUANCE:~~

~~The chief of police shall issue a permit as provided for hereunder when, from a consideration of the application and from such other information as may otherwise be obtained, he finds that:~~

~~A. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route;~~

~~B. The conduct of the parade will not require the diversion of so great a number of police officers of the city to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city;~~

~~C. The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto;~~

~~D. The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;~~

~~E. The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire;~~

~~F. The conduct of the parade is not reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance;~~

~~G. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route;~~

~~H. The parade is not to be held for the sole purpose of advertising any product, goods or commercial activity, and is not designed to promote private profit. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-5:~~**NOTICE OF REJECTION:**

~~The chief of police shall act upon the application for a parade permit within ten (10) days after the filing thereof. If the chief of police disapproves the application, he shall mail to the applicant within ten (10) days after the date upon which the application was filed, a notice of his action, stating the reasons for his denial of the permit. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-6:~~**APPEAL PROCEDURE:**

~~Any person aggrieved shall have the right to appeal the denial of a parade permit to the administrative law judge. The appeal shall be filed with the city recorder within ten (10) business days after notice. The administrative law judge shall act upon the appeal within ten (10) business days after its receipt. (Ord. 1-1-1988, 1-7-1988; amd. Ord. 2024-029, 5-2-2024)~~

~~6-4-7:~~**ALTERNATE PERMIT:**

~~The chief of police, in denying an application for a parade permit, shall be empowered to authorize the conduct of the parade on a date, at a time, or over a route different from that named by the applicant. An applicant desiring to accept such alternate permit shall, within ten (10) days after notice of the action of the chief of police, file a written notice of acceptance with the chief of police. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this chapter. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-8:~~**~~NOTICE TO OTHER CITY OFFICIALS:~~**

~~Immediately upon the issuance of a parade permit, the chief of police shall send a copy thereof to the following:~~

- ~~A. The city manager;~~
- ~~B. The city attorney;~~
- ~~C. The fire chief; and~~
- ~~D. The director of public works. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-9:~~**~~CONTENTS OF PERMIT:~~**

~~Each parade permit shall state the following information:~~

- ~~A. Starting time;~~
- ~~B. Minimum speed;~~
- ~~C. Maximum speed;~~
- ~~D. Maximum interval of space to be maintained between units of the parade;~~
- ~~E. The portions of the streets to be traversed that may be occupied by the parade;~~
- ~~F. The maximum length of the parade in miles and/or fractions thereof; and~~
- ~~G. Such other information and conditions as the chief of police shall find necessary and desirable for the enforcement of this chapter. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-10:~~**~~DUTIES OF PERMITTEE:~~**

~~A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-11:~~**~~PUBLIC CONDUCT DURING PARADES:~~**

~~A. *Interference:* No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly, or with any person, vehicle or animal participating or used in a parade.~~

~~B. *Driving Through Parades:* No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade, unless specifically directed to do so by a police officer.~~

~~C. *Parking On Parade Route:* The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a public street or part thereof constituting a part of the route of a parade. The chief of police may post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. However, no person shall be liable for parking on a street that is not posted in the manner provided herein, or who is not otherwise advised not to park thereon by a police officer. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-12:~~**~~REVOCATION OF PERMIT:~~**

~~The chief of police shall have the authority to revoke a parade permit issued hereunder upon failure of the permittee or participants in the parade to meet the standards and conditions provided herein and on the parade permit. (Ord. 1-1-1988, 1-7-1988)~~

~~6-4-13:~~**PENALTY:**

~~Violation of any of the provisions of this chapter shall be a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1-4-1 of this code, or such lesser offense as the city attorney in his discretion shall choose. (Ord. 1-1-1988, 1-7-1988; amd. 2003 Code)~~

The St. George City Code is current through Ordinance 2025-006, passed January 16, 2025.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

[Hosted by General Code.](#)

EXHIBIT C

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: Inspections**
- 3-10-13: 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. (Ord. 2023-017, 8-31-2023)

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: As defined in section [3-11-1](#).

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 layouts, security plans, venue, and vendor information, etc. An insurance certificate and a facility use agreement are not required prior to review by ERC but shall be required prior to any permit being issued.

DIRECTOR: The community development director.

ENCROACHMENT PERMIT: As defined in section [3-11-1](#).

FEE WAIVER: 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.

FILMING EVENT: As defined in section [3-11-1](#).

GATHERING EVENT: 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, such as but not limited to farmers' markets.

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, craft fairs, outdoor sales, tent sales and other similar activities.

PARADE: "Parade" is any parade, march, ceremony, show, exhibition, pageant or procession of any kind, or any similar display, in or upon any street, park or other public place in the city.

PARADE EVENT: ~~As defined in section 3-11-1.~~

PERFORMANCE EVENT: A one (1) 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.

PROTEST ZONE: A geographic area in the vicinity of an event, voluntarily established by the event, specifically designated for protestors or demonstrators to exercise their free speech rights.

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 requires 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:

1. Any athletic event, entertainment event, carnival, circus, dance, musical event, rodeo event, fighting event, racing event, live shows, fairs, concerts, [parades](#), or outdoor sales event, whether held for profit, nonprofit or charitable purposes held on public property within the city, other than specific venue events.
2. Any gathering event at any public park, public square, or other city property 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.
3. Use or creation of amplified sound.
4. Events on private property which are not consistent with the allowed uses of the property's zoning designation.
5. Any event which requires an event permit or license from the Utah Department of Alcohol and Beverage Services as set forth in Utah Code Title [32B](#), Chapter [9](#).
6. The following are not considered special events but may require other permitting as set forth in chapter [11](#) of this title:
 - a. 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;
 - b. 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
 - c. A city event or city partner event (see section [3-11-4](#)).
 - d. Specific venue events (see section [3-11-5](#)).
 - e. Filming events (see section [3-11-2](#)).

~~f. Parade events (see section 3-11-3).~~

SPECIFIC VENUE EVENT: As defined in section [3-11-1](#).

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 CHANGE: 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 (300) 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.

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. (Ord. 2023-017, 8-31-2023)

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 thirty (30) days, held on site in association and conjunction with the conclusion of construction.

C. *Activities Not Requiring a Permit:* The following activities are not considered Special Events and unless otherwise stated herein, this chapter does not apply to:

1. Funeral processions;
2. Students going to and from school classes or participating in educational activities, providing such conduct is under the immediate direction and supervision of the proper school authorities; or
3. A governmental agency acting within the scope of its functions. (Ord. 1-1-1988, 1-7-1988)

D. *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, trail, or other public property 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. (Ord. 2023-017, 8-31-2023)

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, but no more than three hundred sixty-five (365) 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. Complete applications shall be processed as outlined in this section, from the date of application so long as the application submitted is complete and timely.
2. If an application is determined to be incomplete or if substantial changes are made to an existing application or event, the forty-five (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 forty-five (45) day application deadline.
3. Applications for events that submit the application less than forty-five (45) calendar days prior to the scheduled event shall not be accepted.
4. The city shall issue a written decision, in the form of a use agreement for approved permits or a letter of explanation for denied applications, on all complete special event permit applications no less than ten (10) business days prior to the event.

B. Events Review Committee (ERC): Once received, completed applications for an event permit shall be forwarded to the ERC for review. The events review committee shall be made up of:

1. The special events coordinator;
2. The city manager;
3. One (1) 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 ERC.

C. *Review Process:* Applications for a special event permit shall be submitted electronically to the special events coordinator (SEC) who, within three (3) 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 ERC for review. Upon resubmission of a returned incomplete application, the application shall be reviewed as if it were 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 ERC as well as coordinating the process with applicants. While an application is under review by the ERC, the SEC shall:
 - a. Verify park, ~~or~~ facility, or parade route availability and reservation(s) for event; and
 - b. Within three (3) business days of the distribution of an application to the ERC, forward any application for a fee waiver or sponsorship request for review by the city council.
2. The ERC members shall, no more than ten (10) 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 ERC

members, the SEC shall provide a summary of those recommendations, within three (3) business days, to the ERC 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 ERC members, the approval body may require corrections to the application by the applicant prior to consideration of issuance of 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 ERC regarding the corrected application.

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

4. Following a decision of the ERC approval body, within one (1) 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.

6. 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 city manager's signature on the agreement, the special event permit shall be considered approved, and the special event may be held once a sufficient certificate of insurance has been received by the SEC from the applicant. The SEC shall provide a copy of the fully executed use agreement to the applicant within one (1) business day of execution and not less than ten (10) calendar days prior to the scheduled event. (Ord. 2023-017, 8-31-2023)

3-10-5:**INSURANCE REQUIREMENT:**

A. *Insurance:* The applicant, vendors, exhibitors, and concessionaires of a special event held on city property shall procure and maintain commercial general liability insurance as posted on the city's website in the amount required by the city to protect the city 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 city 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 city.
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 special event permit shall be issued until the applicant and all vendors, exhibitors, or concessionaires participating in the event submit to the city a certificate of insurance as required in this chapter. (Ord. 2023-017, 8-31-2023)

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 nonrefundable special event application fee; and
2. A nonrefundable facility use deposit fee, representing ten percent (10%) of the required fee for the location sites 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:* 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. 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. 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.

C. *Bond:* In the event it is expected that ~~a~~the parade will result in the necessity of street cleaning, has the potential for unusual noise or other disruption of commercial activity in the city, or will otherwise pose a hazard to the order and economy of the city, the city may, in its discretion require the permittee to post a bond in an amount not to exceed five thousand dollars (\$5,000.00) to assure compliance with the standards and conditions required in the permit.

D. *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, the cost recovery fees may be refunded to the applicant or applied to a future event.

4. Application fees and deposits are nonrefundable.

5. Approved special events which are to occur for more than four (4) total days may, upon request, have a payment schedule included in use agreement whereby fees for the event may be broken out into scheduled payments according to the following:

- a. Scheduled payments shall occur no less frequently than on a monthly basis.
- b. The days an event is to be held shall be identified as to which days are tied to each scheduled payment.
- c. Days for the event shall be considered confirmed reservations upon payment of the scheduled payment to which that day is tied.
- d. Site or facility reservations for an event shall be in a "hold" status for all days not paid for under the payment schedule.
- e. In the event a subsequent event application or reservation request is submitted for a date on hold, the applicant for the event shall have two (2) business days from the date of notification from the city to make full payment for that day to confirm the reservation or forfeit the day or days requested by the subsequent application or reservation. A confirmation payment for a day or days under this subsection shall be applied towards the scheduled payment in which that day or days were tied. (Ord. 2023-017, 8-31-2023)

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 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 taxpayers; and
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. (Ord. 2023-017, 8-31-2023)

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

After a review and recommendation by the ERC 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 city manager on the affiliated use permit shall act as the written approval of the special event permit. (Ord. 2023-017, 8-31-2023)

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 in 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 section [3-11-5](#), or any other type of event, if the specific venue event requires an alcohol permit from Utah DABS, or meets the definition of a special event. Consistent with state law, alcoholic beverages shall be permitted on public property only when the appropriate DABS 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.

G. Special events using city parks, sites, and facilities shall be subject to a maximum number of availability days per month to ensure appropriate access for the general public. The maximum number of days per month, regardless of days of the week, that a city park, site, or facility shall be eligible for reservation for special events shall be as identified in Table 1 of this section.

Table 1.

Park	Type*	Parking	Allowed Event Types	Special Requirements and Comments	Available Days
Bloomington Park	CP	164	Gathering Events Celebration Events City Sponsor Events Market Event		15
Centennial Park	NP	101	Performance Events Gathering Events Athletic Events	Additional school parking may be available after hours	10
Christensen Park	NP	12	Celebration Events Gathering Events		10

Park	Type*	Parking	Allowed Event Types	Special Requirements and Comments	Available Days
Cottonwood Cove Park	CP	92	Gathering Events Sporting Events		10
Cox Park	NP	14	Gathering Events Celebration Events		10
Crosby Family Confluence Park	NP	57	Performance Events Gathering Events Outdoor Sales Events	Additional parking requires permission from Dixie Convention Center	15
Dixie Downs Park	NP	28	Gathering Events Celebration Events		10
Dixie Sunbowl	F	52	Specific Activity (Rodeo or Equestrian) Performance	Additional parking on street and in North dirt lot	20

Park	Type*	Parking	Allowed Event Types	Special Requirements and Comments	Available Days
			Events Gathering Events Outdoor Sales Events Market Events		
Fields at Little Valley	CP	322	Gathering Events Athletic Events Performance Events Specific Activity (Pickleball, Soccer) Market Event		15
Hela Seegmiller Park	CP	83	Gathering Events Celebration Events Market Events		10

Park	Type*	Parking	Allowed Event Types	Special Requirements and Comments	Available Days
J.C. Snow Park	CP	100	Gathering Events Performance Events City Sponsor Events Market Events		15
Mathis Park	NP	78	Gathering Events Celebration Events City Sponsor Events		10
Pioneer Park	CP	118	Gathering Events Celebration Events City Sponsor Events	No electrical outlets or water available	15
Sandtown Park	CP	94	Gathering Events Performance		15

Park	Type*	Parking	Allowed Event Types	Special Requirements and Comments	Available Days
			Events Athletic Events Market Events		
Tonaquint Park	CP	260	Specific Activity (Tennis) Gathering Events		15
Town Square	SQ	100+	City Events City Partner Events		10
West Parking Lot – Town Square	SQ	100+	Gathering Events Market Events Outdoor Sales Events City Sponsor Events Performance Events		10

Park	Type*	Parking	Allowed Event Types	Special Requirements and Comments	Available Days
Vernon Worthen Park	CP	52	Gathering Events Performance Events Market Events Celebration Events City Sponsor Events	Additional street parking available	15
2450 East Park	NP	15	Gathering Events Celebration Events		10

* For the purpose of Table 1, the following shall apply:

CP shall mean community park

NP shall mean neighborhood park

SQ shall mean square, plaza, or similar site

F shall mean facility

(Ord. 2023-017, 8-31-2023)

3-10-10:**GROUNDINGS FOR DENIAL:**

A. *Grounds For Denial:* An application for a special event permit 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 section [3-10-9](#).
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. (Ord. 2023-017, 8-31-2023)

3-10-11:

APPEAL PROCEDURES:

Any applicant for a special event permit desiring to appeal an administrative decision concerning the denial or modification of a special event permit may petition the administrative law judge if the decision was made by the city manager. Any decision made by the city council is final. All appeals shall be in writing, shall state the specific grounds for the appeal, and shall be delivered to the city recorder within ten (10) business days after the date the applicant received notice of the denial. (Ord. 2023-017, 8-31-2023; amd. Ord. 2024-029, 5-2-2024)

3-10-12:

INSPECTIONS:

Authorized law enforcement officers, fire control officers, and other government personnel performing inspections pursuant to this chapter 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. (Ord. 2023-017, 8-31-2023)

3-10-13:

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 titles [3](#) and [5](#) of this code, shall also be deemed a violation of this chapter and subject to the penalties set forth in subsection [C](#) of this section.

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](#) of this section.

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 (2) years (seven hundred thirty (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.

D. Events and/or permittees which are barred may, after three hundred sixty-five (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 were 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. (Ord. 2023-017, 8-31-2023)

The St. George City Code is current through Ordinance 2025-006, passed January 16, 2025.

Disclaimer: The city recorder has the official version of the St. George City Code. Users should contact the city recorder for ordinances passed subsequent to the ordinance cited above.

[City Website: www.sgcity.org](http://www.sgcity.org)

[City Telephone: \(435\) 627-4000](tel:(435)627-4000)

[Hosted by General Code.](#)

Agenda Date: 08/21/2025

Agenda Item Number: 11

Subject:

Consider approval of Ordinance No. 2025-069 amending Titles 1 and 3 of City Code to remove outdated references, align with current Utah State law, and update with gender-neutral language.

Item at-a-glance:

Staff Contact: Kristopher Pearson

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

Staff proposes updates to the following City code provisions, including: Title 3, Chapter 3 (Alcoholic Beverages): Removal of outdated language regarding refundable fees to streamline the business licensing process. Title 3, Chapter 2R (Food Trucks): Deletion of provision 3-2R-4 B, which has been found to be in conflict with Utah State Code 11-56-106 concerning the regulation of mobile businesses. Title 1, Chapter 6 (Mayor and City Council): Updating provision 1-6-4 with gender-neutral language to accurately reflect the office of the mayor. This action amends several sections of the City Code. It removes outdated references to refundable fees in the alcoholic beverage licensing provisions and aligns food truck regulations with current Utah State law. Additionally, it updates the Mayor and City Council provisions with gender-neutral language.

Staff Narrative (need/purpose):

This ordinance is necessary to ensure the St. George City Code is current, legally compliant, and clear for both the public and city staff. The proposed text amendments achieve three primary goals: Modernize Licensing: Updates to the alcoholic beverage provisions will remove obsolete references to refundable fees, aligning the code with recent administrative and fee structure changes. Ensure State Compliance: The revisions will align our local food truck regulations with Utah State Code, which governs mobile business operations, ensuring our ordinances are legally sound. Promote Good Governance: The update to the mayoral provisions uses gender-neutral language to accurately and inclusively reflect the Office of the Mayor. These housekeeping changes are essential for maintaining a clear and effective municipal code.

Name of Legal Dept approver: Kristopher Pearson

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.

Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE RELATED TO BUSINESS LICENSE CODE AND ADMINISTRATIVE CODE

WHEREAS, the City has legal authority, pursuant to Title 1, Chapter 1, Section 3, Utah Code Annotated, as amended, Title 10, Chapter 7, Part 7, to amend city code; and

WHEREAS, the City Code addresses business licensing, food truck licensing, and the duties of the mayor; and

WHEREAS, the City Council, upon recommendation of staff indicate that it is the best interest of the health, safety, and welfare of the citizens of the City to amend such provisions to align with the recently changed code related to alcohol licenses, the Utah code related to food trucks, and the administrative code related to the mayor's office; and

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

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 conflict with this ordinance is hereby repealed.

Section 2. Amended/Enactment. St. George City Code 3-3-5, 3-3-7, 3-2R-4, and 1-6-4 are hereby amended as indicated by Attachment A;

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 21st day of August, 2025.

ST. GEORGE CITY:

ATTEST:

Michele Randall, Mayor

Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

VOTING OF CITY COUNCIL:

Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember Tanner	_____
Councilmember Kemp	_____

Kristopher D. Pearson

ATTACHMENT A

3-3-5:

APPLICATION FOR LICENSE:

A. Required: An application for a license under this chapter shall be made in writing, under oath, and on a form provided by the city for a new license, due to a change of ownership, a change of lessee of an existing licensed premises, or a change of location of an existing licensed premises. Renewal applications must be signed by an authorized signer for the business and returned to the city with a copy of the current state alcohol license and all applicable fees.

B. Accompanying Materials: Any application submitted under this chapter shall be accompanied by:

1. A nonrefundable application fee in such amount as established by resolution of the city council;

~~2. An issuance fee for an original license or renewal in such amount as established by resolution of the city council, which is refundable if a license is not issued. If a license is issued on or after July 1 in any year, one-half (1/2) of the license fee shall be charged;~~

3. A copy of the applicant's current business license or application therefor;

4. A copy of the completed application being submitted to the state for the state alcohol license;

5. For all off-premises beer retailer alcohol licenses, the applicant shall provide a criminal history for the owner and the local manager of the retail location along with a list of all community locations within two hundred feet (200') of the off-premises beer retail location as provided in section 3-3-10;

6. A signed consent form stating that the licensee will permit any authorized representative of the city or any law enforcement officer an unrestricted right to enter the licensed premises; and

7. Any other information the license officer may require.

C. Renewal Applications: Renewal applications must be signed by an authorized signer for the business and returned to the city with a copy of the current state alcohol license and all applicable fees.

D. Submission To License Officer: All applications and accompanying information shall be returned to the license officer.

E. Reserved.

F. Assignment Or Transfer: No license issued under this chapter shall be assigned, transferred, leased, subleased or sold, or otherwise transferred, except that in the sole discretion of the city, a transfer of a license may be permitted upon a change of location where the owner remains the

same, or upon a change of owners where the location remains the same. In either case, the same requirements as to the location of premises and the qualifications of the licensee shall apply, and the same fees will be required as in the case of the issuance of an original license.

G. Nonuse – Validity: A license issued under this chapter which is not used by the licensee within or for a period in excess of ninety (90) consecutive days shall automatically revert to the city and shall no longer have any validity.

3-3-7:

FEES FOR LICENSE:

A. Application Fee: A nonrefundable application fee in such amount as established by resolution of the city council shall be submitted with any application for an original license.

B. License Fee: At the time of application for an original license or renewal, the applicant shall pay an issuance fee in such amount as established by resolution of the city council.

~~C. Issuance After July 1: If a license is issued on or after July 1 in any year, one-half (1/2) of the annual license fee shall be charged.~~

3-2R-4:

OPERATIONAL REQUIREMENTS:

A. Inspections:

1. Inspection shall be made initially and at least once a year thereafter by the chief of police, or officer delegated by him, of the vehicle or portable facility to be used for the sale of food and beverage.
2. Both the vehicle or portable facility from which food or beverage is sold shall be available for inspection at any reasonable time upon request by the chief of police, fire chief, or their delegated agent, for the purpose of ascertaining the sanitation of the premises and purity of food. In addition, if the food is prepared elsewhere than in the vehicle or portable unit, inspection shall be permitted by the same parties of the kitchen or premises where any portion of the preparation actually occurs. The standards of quality, purity and strength of food and drinks that have been or shall hereafter be adopted by the United States Department of Agriculture are hereby declared to be the standards of quality, purity and strength of foods and beverages in the city and are hereby adopted as a part of this article, together with amendments as made.

~~B. Location Of Sales; Routes: The sale locations or routes, together with intended points of sale, shall be provided the city, either in a list form or clearly designated on a map, together with additions or deletions on a current basis from time to time. The city shall have the right at all times to remove from such designation and forbid sale at any location where considerations of safety or general public welfare indicate that it would be in the best interests of the city to prohibit such sales.~~

C. Litter Minimized: A licensee shall at all times do whatever is reasonable and necessary to minimize the littering of streets, sidewalks and private property as the result of the catering activities for which a license is issued, including providing convenient trash receptacles, advising customers verbally and in writing of proper methods of trash disposal, and personally policing the sales area before moving to another location in order to clean up any trash or debris resulting from the activities of licensee.

D. Equipment: The licensee shall employ such mirrors, warning devices, lights and other equipment as may be reasonable and necessary on a mobile unit to warn traffic and pedestrians of the intended movements of said vehicle, including the incorporation of any suggested changes or equipment that may be requested by the chief of police after inspection as herein above provided.

1-6-4:

MAYOR:

A. *General Duties:* The mayor shall perform all duties which are or may be prescribed by law, or the provisions of this code, and shall see that the laws are faithfully executed.

B. *Presiding Officer; Voting:* It shall be the duty of the mayor to preside at all meetings of the council, but ~~he~~ the mayor shall not vote, except in case of a tie vote of the council or in the appointment or dismissal of a city manager. ~~He~~ The mayor may call special meetings of the council as the occasion may require.

C. *Mayor Pro Tem:* In ~~case of~~ the temporary absence of the mayor from the city, or in ~~case~~ the event of ~~his~~ the mayor's temporary inability to perform the duties of ~~his~~ the office, ~~it~~ the mayor shall ~~be his duty to communicate such fact to the members of~~ inform the council; ~~whereupon, it shall become the duty of t~~ The council to ~~shall then~~ elect ~~some one of its members of the governing body~~ to act as mayor pro tem, who shall, for the duration of the mayor's absence or inability, and during such time that council member is so acting in the capacity of mayor pro tem, ~~he shall~~ have ~~power to~~ and exercise all the ~~functions~~ powers and duties of the mayor. The election of a mayor pro tem shall be entered in the minutes of the meeting.

D. *Signature Required:* The mayor shall sign all city ordinances and licenses, and the mayor is hereby authorized and empowered to sign ~~his~~ the mayor's name officially for and in behalf of the city to all deeds, bonds, bills, notes, contracts, leases and other writings to which the city is a party, when so directed by the city council.

E. *General Supervision:* The mayor, as chief executive officer of the city, shall exercise a general supervision over each and all the departments of the city government.

F. *General, Specific Duties:*

1. The mayor shall:
 - a. Keep the peace and enforce the laws of the city;
 - b. Remit fines and forfeitures;
 - c. Report remittances under subsection F1b of this section to the council at its next regular session;
 - d. Perform all duties prescribed by law, resolution or ordinance;
 - e. Ensure that all the laws, ordinances and resolutions are faithfully executed and observed;
 - f. Report to the council the condition of the city and recommend for council consideration any measures that the mayor considers to be in the best interests of the city;

g. When necessary, call on the residents of the city over the age of twenty one (21) years to assist in enforcing the laws of the state and ordinances of the municipality;

h. Appoint, with the advice and consent of the council, persons to fill municipal offices or vacancies on commission or committees of the municipality; and

i. Report to the council any release granted under subsection F2b of this section.

Subsection F1h does not apply to the appointment of a manager under section 1-7A-2 of this title.

2. The mayor may:

a. At any reasonable time, examine and inspect the official books, papers, records or documents of the city or of any officer, employee or agent of the city; and

b. Release any person imprisoned for violation of any municipal ordinance.

G. *May Limit Use Of Water:* In the event of scarcity of water, the mayor may, by proclamation, limit the use of water for any purpose other than domestic purposes to such extent as may be required for the public good in the judgment of the council.

H. *Revision Of Ordinances:* The mayor may appoint by and with the advice and consent of the council, one or more competent persons to prepare and submit to the council for their adoption or rejection, a revision of the ordinances of the city, and for the government of the city, and the compensation of such revisers shall be determined and fixed by the council and paid out of the treasury.