DRAFT

Agenda Item Number : 1B

Request For Council Action

Date Submitted	2016-05-20 17:38:25
Applicant	City of St. George
Quick Title	April 2016 Financial Report
Subject	
Discussion	April financials for the City and its various funds.
Cost	$0.00
City Manager Recommendation	Recommend approval. We appear to be in good shape again this fiscal year. Revenues are on projections and expenditures in the general fund are below budget amounts.
Action Taken	
Requested by	Deanna Brklacich
File Attachments	APRIL 2016.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	APRIL 2016.pdf

City of St. George

MONTHLY FINANCIAL REPORT

TEN MONTHS ENDED

APRIL 30, 2016

CITY OF ST. GEORGE, UT

MONTHLY FINANCIAL REPORT

TEN MONTHS ENDED APRIL 30, 2016

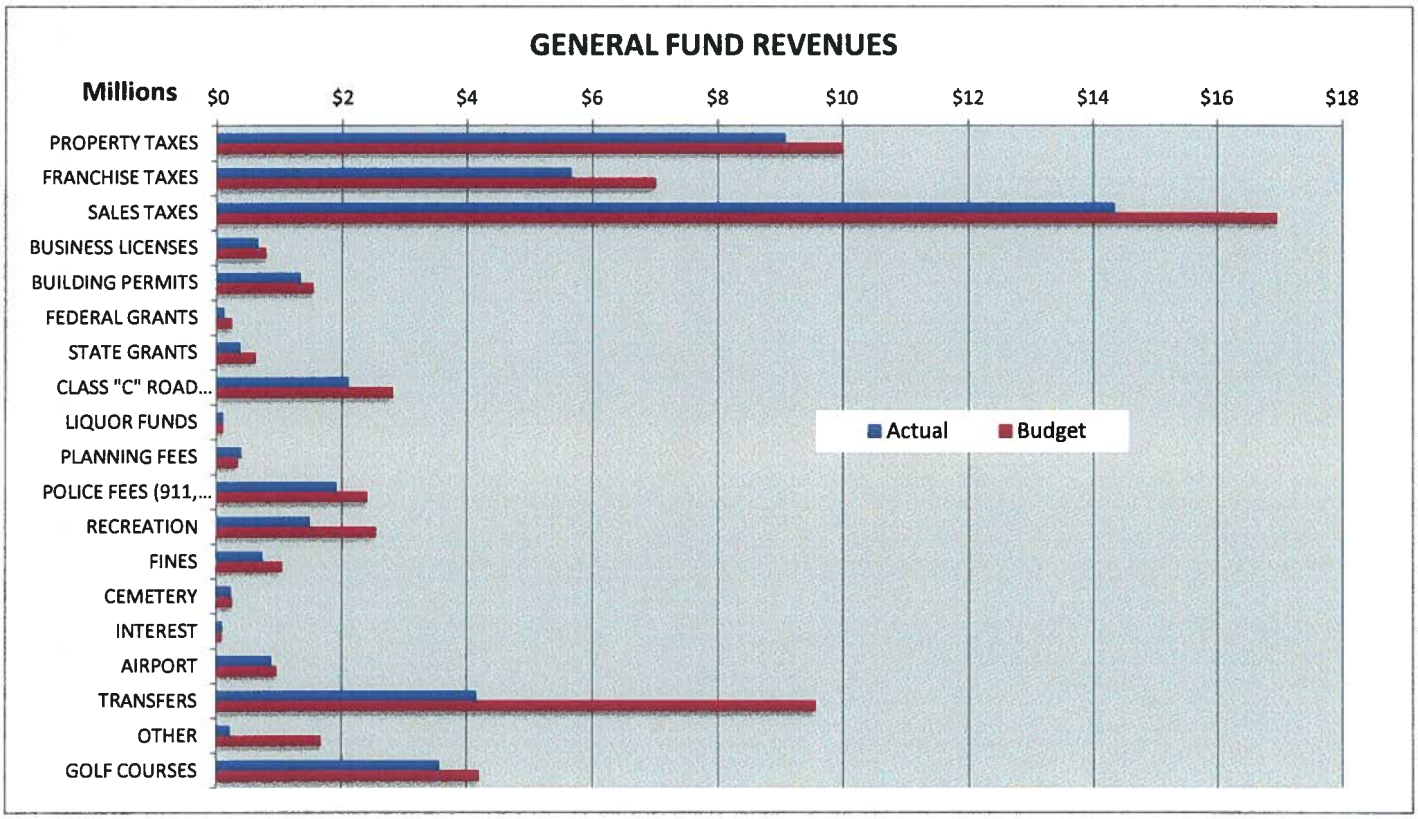
ADMINISTRATIVE DIRECTOR'S COMMENTS:

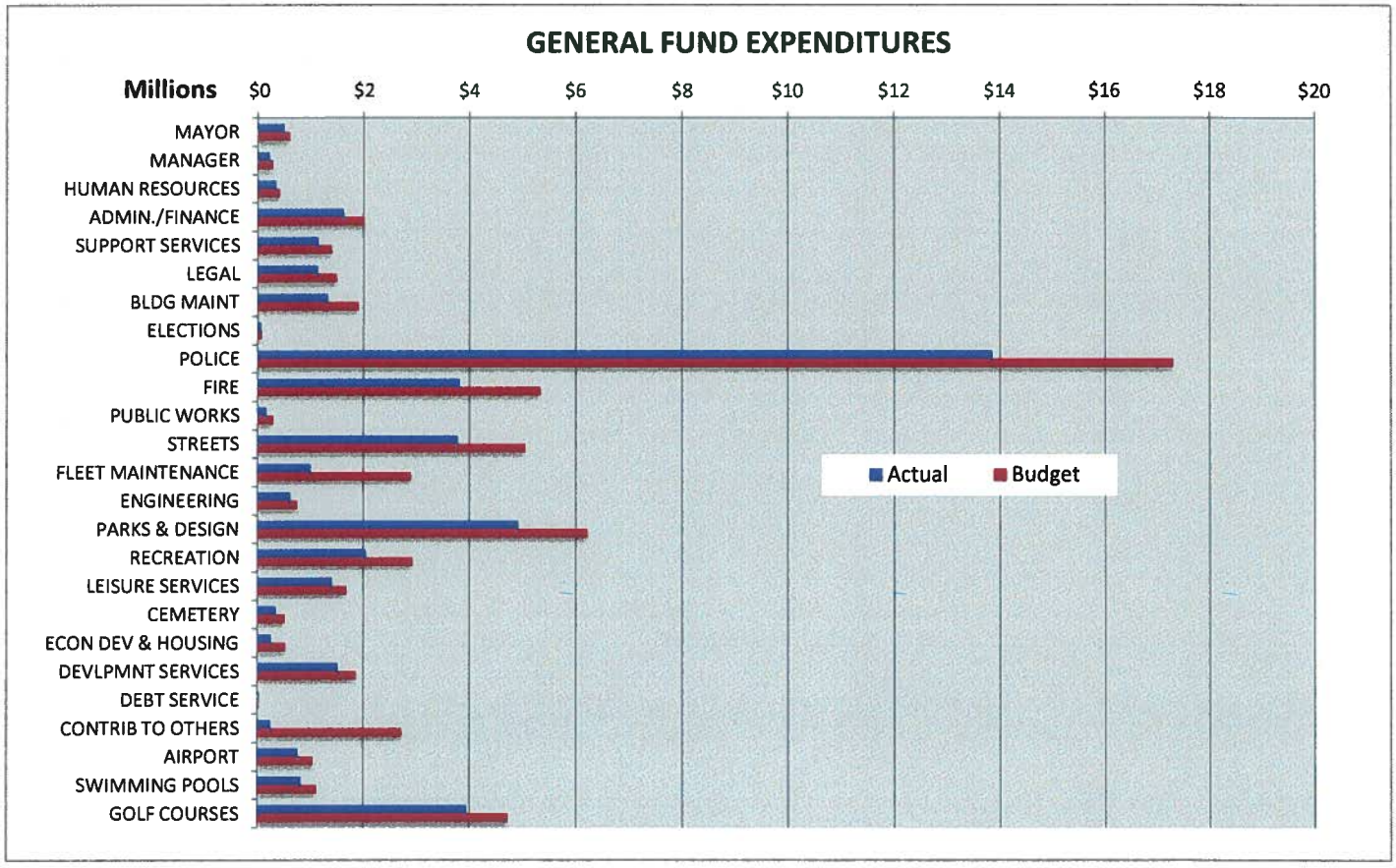
The attached report represents activity in the various city funds for the TEN months ended April 30, 2016. This period represents 83.3% of the fiscal year.

1) General Fund revenues are at 75.10% of budget. The predominant revenues affecting the overall revenue percentages primarily in the first half of the year are Current (Real) Property Taxes, Fees Assessed (Personal Property Taxes) and Delinquent Taxes which typically are not received until December, January, and June. Current Property Taxes are now at 99.07% of the $8.35M budgeted and are 1.96% higher than the prior year-to-date. The majority of Fees Assessed will not be received until June therefore the percentage received as compared to the budget will continue to lag.
2) Overall General Fund revenues are up 5.13% over the prior fiscal year. Sales taxes are up 7.37% over last year and franchise taxes are up 3.33% to the prior year. Golf revenues are up at 5.2%. Class C Road Allotment is up 2.18%. House Bill 362, passed last year which increased the gas tax, goes into effect January 1, 2016 and as such, we'll be watching its impact on Class C Road revenues beginning the next few months (the projected increase for this year is around 10%.)
3) The attached General Fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget.
4) General Fund expenditures are at 72.5% of budget for the year to date. Where we have completed 75% of the fiscal year on the time horizon, as compared to expenditures at 72.5% of the budget, we are continuing to do a good job of spending within the budget.
5) The revenue comparison schedule attached to this report does show a mixed bag. Most fund revenues are up in comparison to prior years, while a few others are down. In addition, some impact fee revenues are up while others are down. Some variances are likely due to the new impact fee rates which became effective October 2014 and would have affected only part of Fiscal Year 2015, but all of Fiscal Year 2016.
6) The Dixie Center Operations revenues are up noticeably in comparison to the prior year due to receipt of $510,000 from Washington County as a contribution towards the City's economic development activities and programs.
7) The RAP Tax Fund's revenues include the recent bond issuance of $7.9 million. Actual tax revenues receipts to date for this current year total $1,038,435 which is 74.2% of the $1.4 million budgeted.
8) The City Treasurer's investment reports for February and March 2016 will be attached next month.

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

CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2016

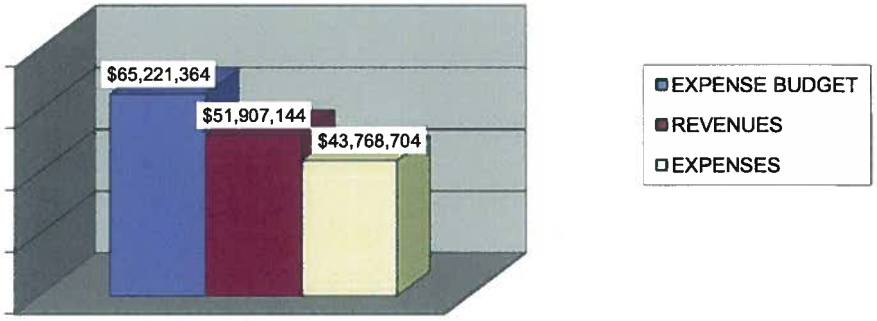




CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2016

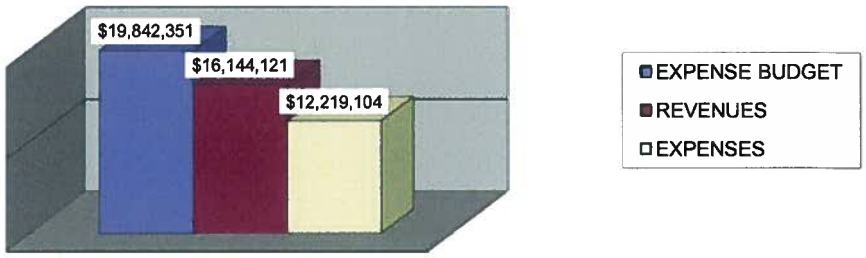
GENERAL FUND

ELECTRIC UTILITY



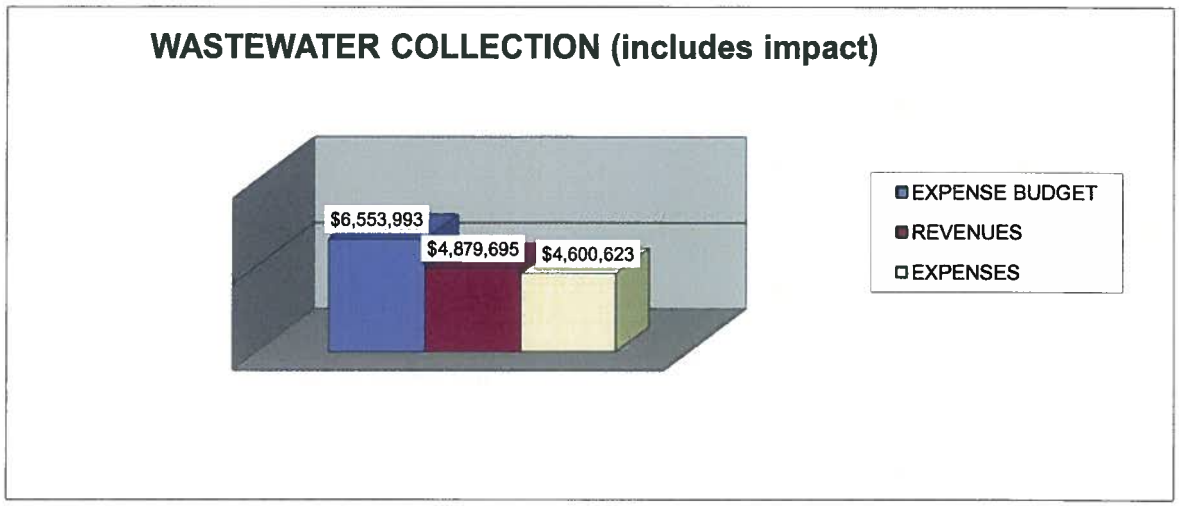
Note: Invoices for power purchases have a one-month lag and therefore expenses are generally understated in comparison to revenues.

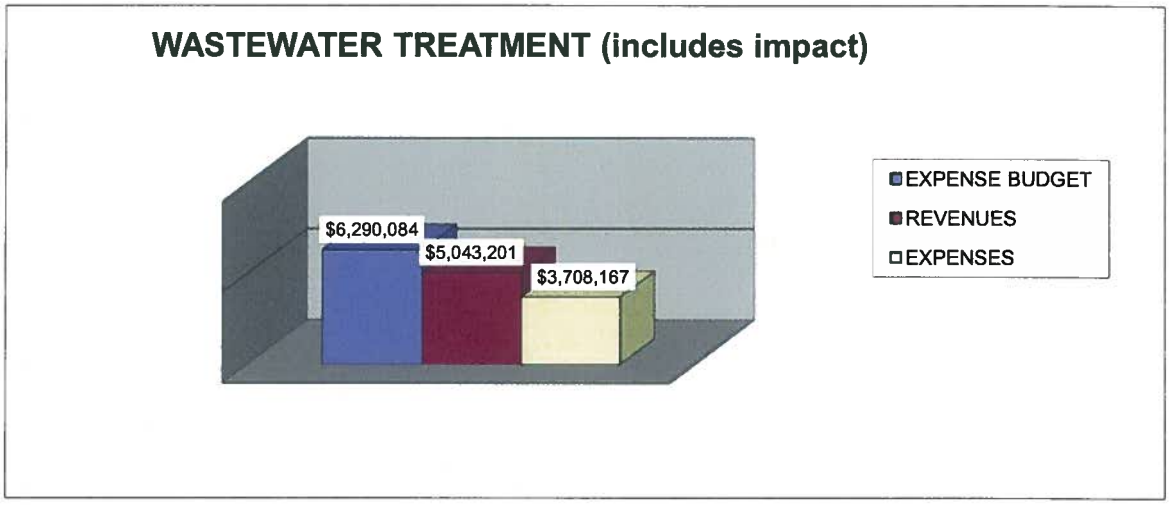
WATER UTILITY



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

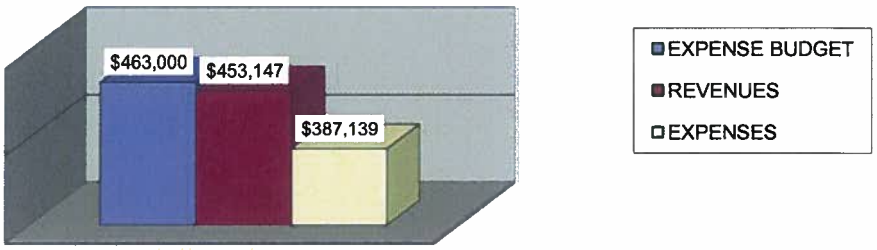
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2016



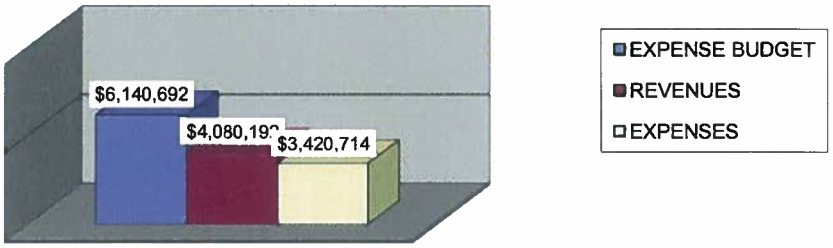


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2016

CDBG BLOCK GRANT FUND

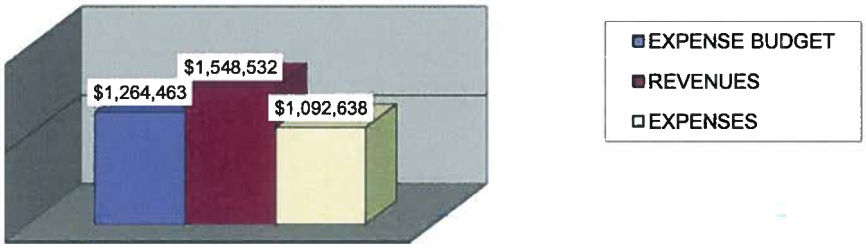


SALES TAX BOND CAP. PROJECT FUND



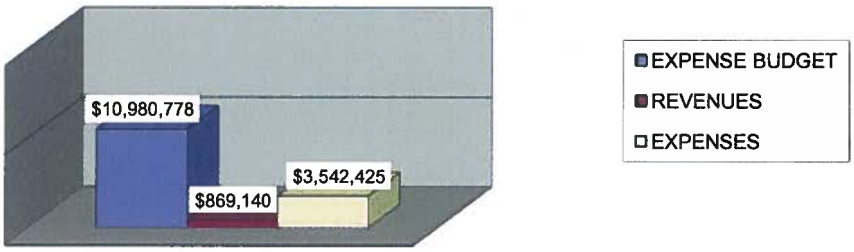
NOTE: Revenues are derived from year-end transfers from other City funds which received a portion of the bond proceeds and therefore participate in making the annual debt services payments.

DIXIE CENTER OPERATIONS

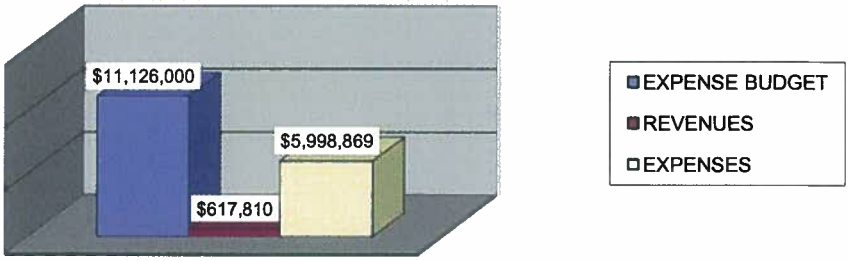


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2016

CAPITAL EQUIPMENT FUND

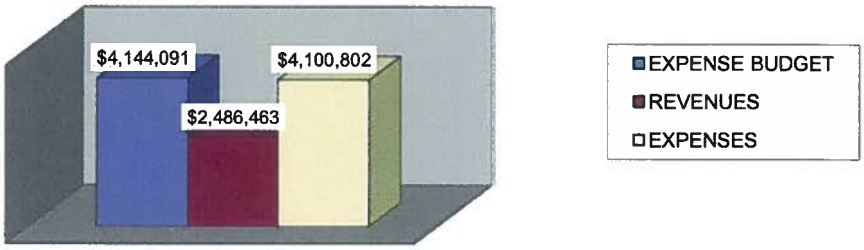


PUBLIC WORKS CAPITAL PROJECTS FUND



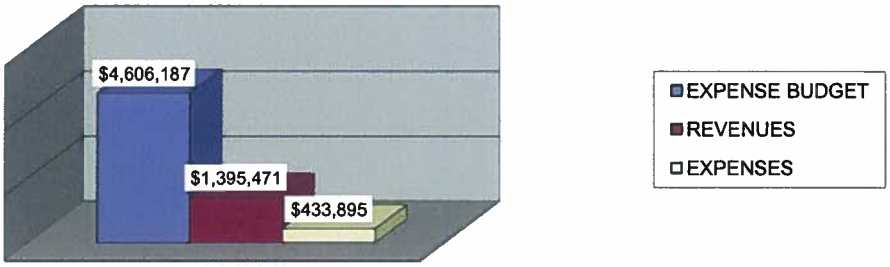
NOTE: Most of the Revenues are derived from year-end transfers from other City funds who collectively participate in funding each project (i.e. Transportation Fund, Street Impact, Drainage Impact, etc.)

REPLACEMENT AIRPORT FUND

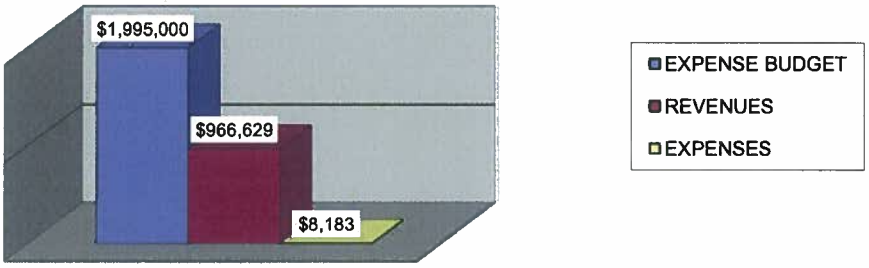


CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2016

PARK IMPACT FUND

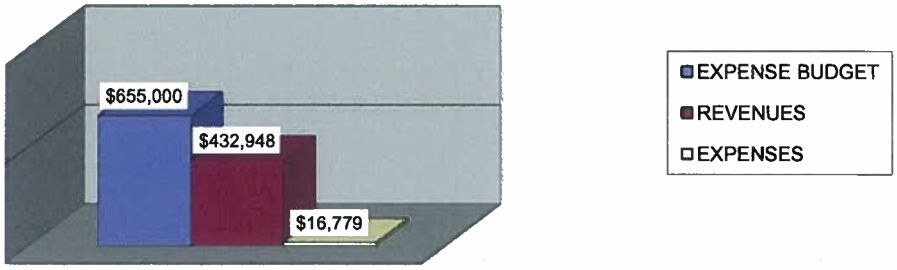


STREET IMPACT FUND



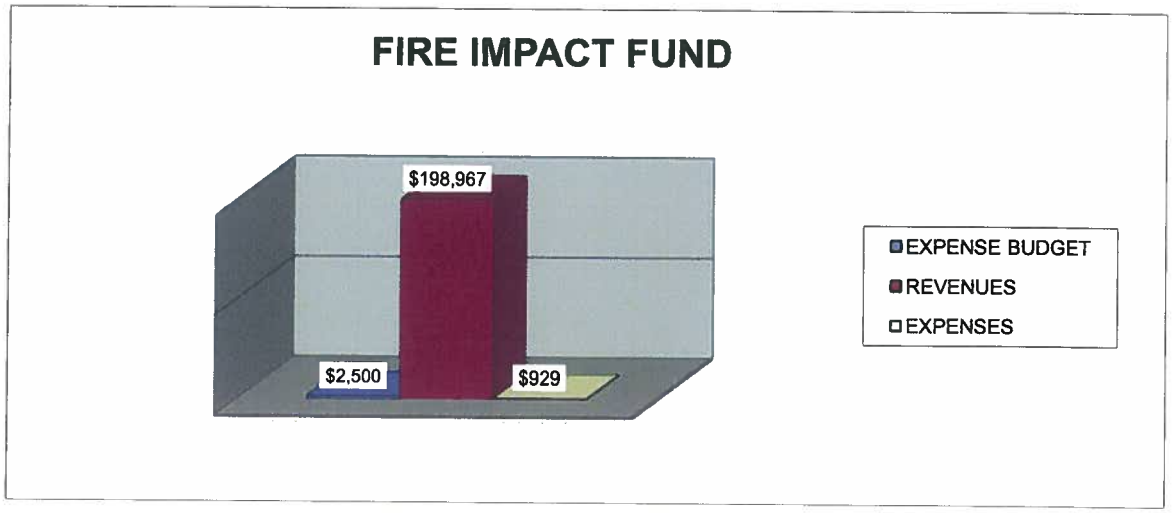
NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

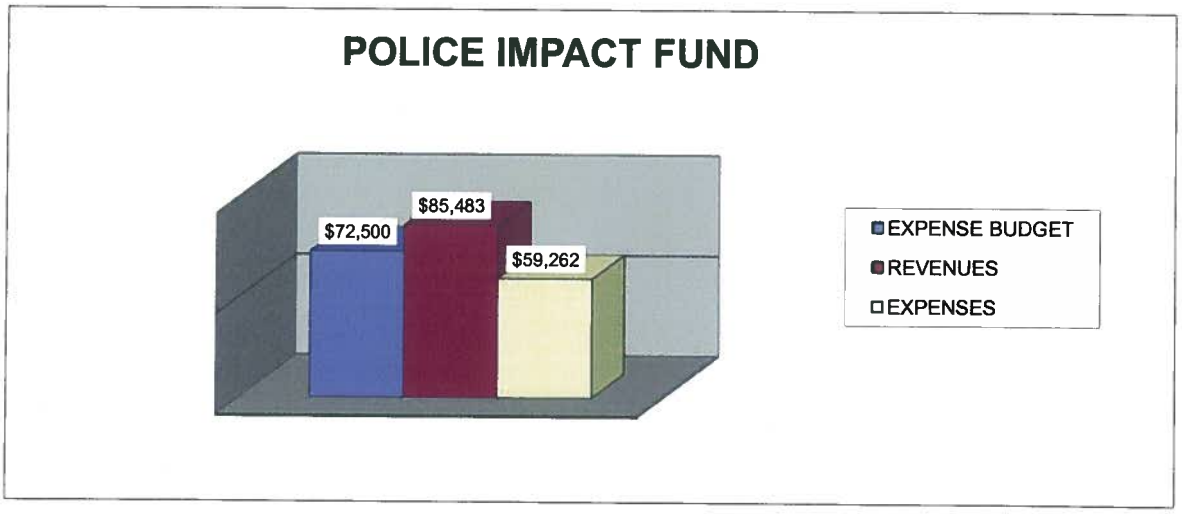
DRAINAGE IMPACT FUND



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

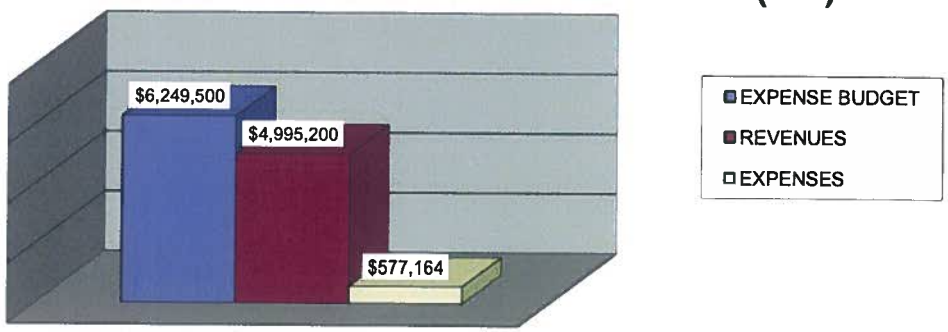
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2016





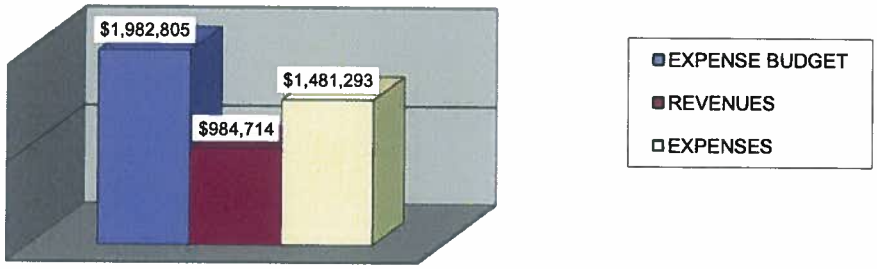
CITY OF ST. GEORGE, UT
MONTHLY FINANCIAL REPORTS - BUDGET VS ACTUAL
4/30/2016

TRANSPORTATION IMPROVEMENT FUND (TIF)

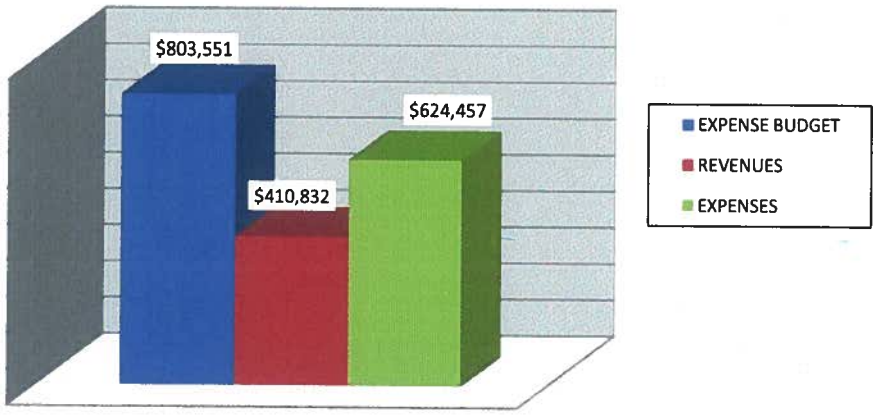


NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

SUNTRAN TRANSIT FUND



SWITCHPOINT RESOURCE CENTER



CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
TEN MONTHS ENDED APRIL 30, 2016

83.33% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU APR. 30, 2016	PCT RECEIVED
CURRENT PROPERTY TAXES	8,350,000.00	8,272,342.47	99.07%
FEES ASSESSED	1,300,000.00	578,564.86	44.50%
FRANCHISE TAXES	7,000,000.00	5,654,543.78	80.78%
DELINQUENT TAXES	350,000.00	223,833.37	63.95%
GENERAL SALES TAXES	16,950,000.00	14,339,101.41	84.60%
BUSINESS LICENSES	600,000.00	591,145.00	98.52%
LICENSE FEES - RENTAL ORDINANCE	180,000.00	57,435.00	31.91%
ELECTION FILING FEES	0.00	0.00	#DIV/0!
TRUCK-N-GO PERMITS	4,500.00	960.00	21.33%
BUILDING PERMITS	1,500,000.00	1,311,025.08	87.40%
DOG LICENSES	32,000.00	20,900.00	65.31%
FEDERAL GRANTS	240,543.00	113,947.87	47.37%
STATE GRANTS	614,408.00	374,090.95	60.89%
CLASS C ROAD ALLOTTMENT	2,810,000.00	2,098,629.26	74.68%
LIQUOR FUND ALLOTTMENT	104,000.00	101,627.47	97.72%
RESOURCE OFFICER CONTRIB.	602,932.00	452,199.00	75.00%
PLANNING FEES	300,000.00	356,673.98	118.89%
AIR QUALITY FEES	30,000.00	32,691.00	108.97%
SPECIAL POLICE SERVICES	55,000.00	73,413.31	133.48%
E-911 SERVICES	960,000.00	788,976.55	82.19%
OTHER CITIES DISPATCH FEES	773,198.00	579,898.80	75.00%
POLICE TRAINING CLASSES	2,000.00	5,915.01	295.75%
MUSEUM DONATIONS	475.00	571.80	120.38%
MUSEUM ADMISSION FEES	9,000.00	7,941.23	88.24%
NJCAA TOURNAMENT	0.00	0.00	#DIV/0!
COMMUNITY ARTS BLDG RENTALS	1,000.00	9,580.00	958.00%
OPERA HOUSE PERFORMANCES	1,500.00	-2,200.00	-146.67%
ELECTRIC THEATER RENTALS	60,400.00	6,700.00	11.09%
TRIPAK PASS SALES	0.00	-574.53	#DIV/0!
WALKING TOUR REVENUES	3,000.00	1,669.96	55.67%
SOCIAL HALL RENTALS	20,000.00	13,573.35	67.87%
EXHIBITS - COLLECTIONS	6,000.00	10,695.46	178.26%
NATURE CENTER	22,000.00	17,230.84	78.32%
AQUATIC CENTER	350,000.00	248,349.61	70.96%
YOUTH SPORTS	100,000.00	87,922.85	87.92%
ADULT SPORTS	50,000.00	39,865.00	79.73%
RACES	300,000.00	249,756.82	83.25%
SOFTBALL LEAGUES	360,000.00	305,107.94	84.75%
ARTS FAIR REVENUE	40,000.00	34,685.38	86.71%
SPECIAL COMMUNITY EVENTS	2,600.00	453.00	17.42%
SWIMMING POOL FEES	116,800.00	53,519.93	45.82%
RECREATION FEES	5,000.00	5,807.50	116.15%

CITY OF ST. GEORGE, UT
GENERAL FUND REVENUES
TEN MONTHS ENDED APRIL 30, 2016

83.33% OF THE BUDGET YEAR

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU APR. 30, 2016	PCT RECEIVED
RECREATION CENTER FEES	143,000.00	117,705.22	82.31%
OPERA HOUSE RENTALS	12,000.00	7,006.00	58.38%
RECREATION FACILITY RENTALS	30,000.00	26,447.34	88.16%
TENNIS CLASSES ETC.	120,000.00	118,243.00	98.54%
MARATHON REVENUES	759,700.00	113,408.03	14.93%
RECREATION CLASS FEES	0.00	1,320.00	#DIV/0!
ST GEORGE CAROUSEL	30,000.00	9,863.38	32.88%
CEMETERY LOT SALES	120,000.00	117,490.00	97.91%
BURIAL FEES	125,000.00	112,400.00	89.92%
TRAFFIC SCHOOL FEES	45,000.00	36,660.60	81.47%
COURT FINES	940,000.00	673,837.90	71.68%
POLICE WARRANTS	16,000.00	14,400.00	90.00%
ACE PENALTIES	35,000.00	8,304.00	23.73%
ACE COSTS	10,000.00	2,560.00	25.60%
ACE ABATEMENTS	0.00	0.00	#DIV/0!
INTEREST EARNINGS	85,000.00	89,840.76	105.70%
RENTS AND ROYALTIES	30,000.00	48,989.45	163.30%
SALE OF PROPERTY	30,000.00	70,033.65	233.45%
POLICE EVIDENCE IMPOUND	2,500.00	8,282.54	331.30%
LEASE AGREEMENTS	1,355,900.00	0.00	0.00%
MISCELLANEOUS SUNDRY REVENUES	75,000.00	43,549.94	58.07%
ORTHOPHOTOGRAPHY MAPS	500.00	55.48	11.10%
MISS ST GEORGE PRINCESS	0.00	1,161.97	#DIV/0!
COMPOST SALES - REUSE	30,000.00	15,266.60	50.89%
ROADBASE SALES - REUSE	2,500.00	959.32	38.37%
AIRPORT REVENUES	961,562.00	870,634.95	90.54%
MAINTENANCE AT AIRPORT	7,100.00	5,931.30	83.54%
CONTRIBUTIONS FROM OTHER	100,000.00	8,472.66	8.47%
TRANSFERS FROM OTHER FUNDS	9,565,330.00	4,146,565.12	43.35%
CONTRIBUTIONS FROM PRIVATE	20,000.00	7,458.72	37.29%
MEDIAN LANDSCAPE FEES	15,000.00	4,900.65	32.67%
ANIMAL SHELTER DONATIONS	0.00	-3,068.73	#DIV/0!
ANIMAL TRAINING DONATIONS	0.00	6,264.80	#DIV/0!
POLICE PROJECT LIFESAVER	0.00	931.62	#DIV/0!
APPROPRIATED FUND BALANCE			
RED HILLS GOLF COURSE	762,885.00	579,092.04	75.91%
GOLF ADMINISTRATION	49,100.00	57,757.38	117.63%
SOUTHGATE GOLF COURSE	1,188,575.00	998,621.83	84.02%
ST GEORGE GOLF CLUB	697,240.00	562,034.65	80.61%
SUNBROOK GOLF COURSE	1,496,700.00	1,362,147.26	91.01%
TOTAL GENERAL FUND REVENUES	63,066,948.00	47,364,099.74	75.10%

CITY OF ST. GEORGE, UT
EXPENDITURE STATUS REPORT BY CATEGORY
TEN MONTHS ENDED APRIL 30, 2016

83.33% OF THE BUDGET YEAR

GENERAL FUND	ADJUSTED BUDGET	ACTUAL THRU APR. 30, 2016	REMAINING BALANCE	PCT USED
MAYOR & COUNCIL	596,200.00	487,517.60	108,682.40	81.77%
CITY MANAGER	270,803.00	220,194.10	50,608.90	81.31%
HUMAN RESOURCES	412,350.00	335,706.51	76,643.49	81.41%
ADMINISTRATIVE SERVICES (FINANCE)	2,007,015.00	1,612,782.38	394,232.62	80.36%
TECHNOLOGY SERVICES	1,386,412.00	1,136,704.41	249,707.59	81.99%
LEGAL SERVICES	1,298,092.00	997,736.23	300,355.77	76.86%
BUILDING MAINTENANCE	1,895,754.00	1,323,979.09	571,774.91	69.84%
ELECTIONS	69,000.00	58,829.64	10,170.36	85.26%
PLANNING COMMISSION	12,700.00	7,000.00	5,700.00	55.12%
POLICE	13,780,468.00	11,293,463.36	2,487,004.64	81.95%
HIDTA GRANT	153,573.00	128,523.95	25,049.05	83.69%
POLICE DISPATCH	3,259,282.00	2,359,482.89	899,799.11	72.39%
CCJJ GRANT	51,500.00	40,801.95	10,698.05	79.23%
SAFG (State Asset Forfeiture Grant)	49,860.00	20,685.38	29,174.62	41.49%
FIRE DEPARTMENT	5,331,584.00	3,812,834.78	1,518,749.22	71.51%
CODE ENFORCEMENT	182,299.00	126,413.53	55,885.47	69.34%
PUBLIC WORKS ADMINISTRATION	289,605.00	160,768.38	128,836.62	55.51%
STREETS	5,046,072.00	3,776,576.14	1,269,495.86	74.84%
FLEET MAINTENANCE	2,892,190.00	991,073.88	1,901,116.12	34.27%
ENGINEERING	737,188.00	605,924.81	131,263.19	82.19%
PARKS	5,501,420.00	4,331,939.58	1,169,480.42	78.74%
DESIGN	725,420.00	577,943.75	147,476.25	79.67%
NATURE CENTER & YOUTH PROGRAMS	99,086.00	64,768.76	34,317.24	65.37%
SOFTBALL PROGRAMS	358,685.00	234,432.53	124,252.47	65.36%
SPORTS FIELD MAINTENANCE	623,616.00	427,096.65	196,519.35	68.49%
SPECIAL EVENTS & PROGRAMS	319,845.00	246,719.69	73,125.31	77.14%
YOUTH SPORTS PROGRAMS	173,351.00	129,026.24	44,324.76	74.43%
ADULT SPORTS PROGRAMS	190,502.00	133,821.42	56,680.58	70.25%
RECREATION	595,947.00	401,760.34	194,186.66	67.42%
EXHIBITS AND COLLECTIONS	247,694.00	224,893.70	22,800.30	90.79%
COMMUNITY ARTS	301,033.00	241,178.49	59,854.51	80.12%
HISTORIC OPERA HOUSE	84,714.00	58,943.26	25,770.74	69.58%
HISTORIC COURTHOUSE	23,200.00	17,499.38	5,700.62	75.43%
LEISURE SERVICES ADMINISTRATN	333,030.00	289,685.97	43,344.03	86.98%
RECREATION CENTER	560,079.00	405,076.91	155,002.09	72.32%
MARATHON	652,142.00	556,817.59	95,324.41	85.38%
COMMUNITY CENTER	3,300.00	1,902.13	1,397.87	57.64%
ELECTRIC THEATER	29,200.00	15,634.18	13,565.82	53.54%
CEMETERY	516,464.00	336,054.88	180,409.12	65.07%
ECONOMIC DEVELOPMENT & HOUSING	527,128.00	254,629.63	272,498.37	48.31%
DEVELOPMENT SERVICES ADMIN.	1,841,184.00	1,502,349.33	338,834.67	81.60%
DEBT SERVICE	28,395.00	23,662.50	4,732.50	83.33%
TRANSFERS TO OTHER FUNDS	2,723,325.00	234,015.00	2,489,310.00	8.59%
AIRPORT	1,048,599.00	760,073.91	288,525.09	72.48%
SWIMMING POOL	237,537.00	133,061.02	104,475.98	56.02%
SAND HOLLOW AQUATIC CENTER	872,510.00	682,223.81	190,286.19	78.19%
RED HILLS GOLF COURSE	615,576.00	519,210.95	96,365.05	84.35%
GOLF ADMINISTRATION	213,861.00	130,332.31	83,528.69	60.94%
SOUTHGATE GOLF COURSE	1,111,816.00	946,636.21	165,179.79	85.14%
ST GEORGE GOLF CLUB	1,088,903.00	884,535.48	204,367.52	81.23%
SUNBROOK GOLF COURSE	1,697,439.00	1,460,429.90	237,009.10	86.04%
TOTAL GENERAL FUND	63,066,948.00	45,723,354.51	17,343,593.49	72.50%

CITY OF ST. GEORGE, UT
REVENUE COMPARISONS
TEN MONTHS ENDED APRIL 30, 2016

GENERAL FUND:	FYE JUNE 2016	FYE JUNE 2015	FY2016 as a % of FY2015
PROPERTY TAXES	9,074,741	8,900,709	101.96%
FRANCHISE TAXES	5,654,544	5,472,205	103.33%
SALES TAXES	14,339,101	13,354,856	107.37%
BUSINESS LICENSES	649,540	622,438	104.35%
BUILDING PERMITS	1,331,925	1,214,366	109.68%
FEDERAL GRANTS	113,948	316,838	35.96%
STATE GRANTS	374,091	31,290	1195.55%
CLASS "C" ROAD FUNDS	2,098,629	2,053,932	102.18%
LIQUOR FUNDS	101,627	101,658	99.97%
PLANNING FEES	389,365	290,455	134.05%
POLICE FEES (911, ETC.)	1,900,403	1,908,662	99.57%
RECREATION	1,484,649	1,445,048	102.74%
FINES	735,763	817,586	89.99%
CEMETERY	229,890	215,763	106.55%
INTEREST	89,841	66,872	134.35%
AIRPORT	870,635	761,702	114.30%
TRANSFERS	4,146,565	3,858,333	107.47%
OTHER	219,190	236,883	92.53%
GOLF COURSES	3,559,653	3,383,773	105.20%
Total General Fund	47,364,100	45,053,370	105.13%
DIXIE CENTER OPERATIONS	$1,548,532	$1,034,563	149.68%
CDBG BLOCK GRANT FUND	$453,147	$99,476	455.53%
PARK IMPACT FUND	$1,395,471	$1,720,606	81.10%
STREET IMPACT FUND	$966,629	$865,808	111.64%
DRAINAGE IMPACT FUND	$432,948	$348,844	124.11%
FIRE DEPT IMPACT FUND	$198,967	$236,877	84.00%
POLICE DEPT IMPACT FUND	$85,483	$97,626	87.56%
WATER UTILITY FUND (w/ impact fees)	$16,144,121	$15,240,889	105.93%
WASTEWATER COLLECTION (w/impact fees)	$4,879,695	$4,969,989	98.18%
ELECTRIC UTILITY (w/impact fees)	$51,907,144	$52,956,219	98.02%
REGIONAL WASTEWATER (w/impact fees)	$5,043,201	$4,682,491	107.70%
SUNTRAN TRANSIT FUND	$984,714	$2,176,155	45.25%
TRANS. IMPROV. FUND	$4,995,200	$4,092,153	122.07%
REPLMNT AIRPORT FUND	$2,486,463	$275,000	904.17%
SWITCHPOINT FUND	$410,832	$0	#DIV/0!
RAP TAX FUND	$8,867,864	$0	#DIV/0!

CITY OF ST. GEORGE, UT
MONTHLY COUNCIL REPORT
TEN MONTHS ENDED APRIL 30, 2016

		ADJUSTED EXPENSE BUDGET	REVENUE	EXPENDITURES	
10	GENERAL FUND (includes Golf Courses)	$63,066,948	$47,364,100	$45,723,355	72.50%
53 & 83	ELECTRIC FUND (includes impact)	$65,221,364	$51,907,144	$43,768,704	67.11%
51 & 81	WATER FUND (includes impact)	$19,842,351	$16,144,121	$12,219,104	61.58%
52 & 82	WASTEWATER COLLECT (includes impact)	$6,553,993	$4,879,695	$4,600,623	70.20%
62 & 86	WASTEWATER TREATMNT (includes impact)	$6,290,084	$5,043,201	$3,708,167	58.95%
32	CDBG BLOCK GRANT FUND	$463,000	$453,147	$387,139	83.62%
84	SALES TAX BOND - CAPITAL PROJ FUND	$6,140,692	$4,080,192	$3,420,714	55.71%
30	DIXIE CENTER OPERATIONS	$1,264,463	$1,548,532	$1,092,638	86.41%
40	CAPITAL EQUIPMENT FUND	$10,980,778	$869,140	$3,542,425	32.26%
87	PUBLIC WORKS CAPITAL PROJ FUND	$11,126,000	$617,810	$5,998,869	53.92%
88	REPLACEMENT AIRPORT CONST. FUND	$4,144,091	$2,486,463	$4,100,802	98.96%
44	PARK IMPACT FUND	$4,606,187	$1,395,471	$433,895	9.42%
45	STREET IMPACT FUND	$1,995,000	$966,629	$8,183	0.41%
47	DRAINAGE IMPACT FUND	$655,000	$432,948	$16,779	2.56%
48	FIRE IMPACT FUND	$2,500	$198,967	$929	37.15%
49	POLICE IMPACT FUND	$72,500	$85,483	$59,262	81.74%
64	SUNTRAN TRANSIT FUND	$1,982,805	$984,714	$1,481,293	74.71%
27	TRANSPORTATION IMPROV FUND	$6,249,500	$4,995,200	$577,164	9.24%
21	SWITCHPOINT RESOURCE CENTER	$803,551	$410,832	$624,457	77.71%
80	RAP TAX FUND	$9,084,599	$8,867,864	$1,488,063	16.38%

DRAFT

Agenda Item Number : 1C

Request For Council Action

Date Submitted	2016-05-17 16:10:45
Applicant	Bonnacon Holdings, LLC
Quick Title	Airport Hangar Lease
Subject	Hangar lease agreement with Bonnacon Holdings, LLC for hangar 55B
Discussion	James Mayer (Bonnacon Holdings) purchased the David Dunkley hangar on lot 55B. This is a new lease agreement with Mr. Mayer.
Cost	$0.00
City Manager Recommendation	New lease for an existing hangar. Recommend approval as it meets all City requirements.
Action Taken	
Requested by	Rich Stehmeier
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

PRIVATE HANGAR AGREEMENT

BETWEEN

CITY OF ST. GEORGE

and

BONNACON HOLDINGS, LLC

HANGAR# 55B

PRIVATE HANGAR AGREEMENT

THIS PRIVATE HANGAR AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the 2 day of June, 2016, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and Bonnacan Holdings, LLC, a Limited Liability Company, ("Tenant").

RECITALS

WHEREAS, City operated a municipal airport located at 317 S. Donlee Drive, St. George, Utah 84770 (the "Former Airport") until on or about January 13, 2011; and

WHEREAS, City constructed a new airport located at 4550 S. Airport Parkway, St. George, Utah 84790 (the "Airport") and commenced operations at the Airport on or about January 13, 2011; and

WHEREAS, City and Tenant desire to accommodate, promote, and enhance general aviation at the Airport; and

WHEREAS, Tenant desires to lease certain real property at the Airport for purposes of constructing and using a private hangar for aircraft as set forth in this Agreement;

NOW, THEREFORE, in consideration of the payment of TEN AND NO/100 DOLLARS ($10.00), the foregoing recitals and the covenants and conditions stated herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Lease and Operate Concession

A. Agreement to Lease Premises. City hereby leases to Tenant and Tenant hereby leases from City that certain real property described in Exhibit A together with the improvements constructed thereon by City (the "Premises"). City has authority to lease such Premises. Tenant agrees to accept the Premises "as is," and City makes no warranty as to the condition of the Premises or their suitability for any particular purpose.

B. Construction of Tenant Improvements. Tenant shall construct on the Premises the improvements that are authorized by City from time to time as provided in Exhibit B (the "Tenant Improvements"). Tenant agrees that Tenant's construction of the Tenant Improvements as provided in this Agreement is a part of the consideration to City under this Agreement.

C. Purpose of Agreement. Tenant agrees that it shall use the Premises for the following purposes only: the parking, storage, service, repair, light maintenance, operation, and modification or construction (on a noncommercial basis only) of Aircraft, plus incidental activities related to such purposes (including, but not limited to, parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft). An "Aircraft" shall be any aircraft that Tenant owns or controls, or that is subject to an authorized sublease, when approved in writing in advance by City. Tenant shall provide proof of the ownership or control of any Aircraft upon City's request.

The following are the make, model, and identification number of all Aircraft approved by City upon entering this Agreement, and Tenant shall provide the same information to City in writing when requesting approval for any subsequent Aircraft:

i. Make: Cirrus

ii. Model: SR20

iii. Identification Number: N339TM

D. Access. City agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, subtenants that are approved by City pursuant to this Agreement, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") are authorized to ingress and egress across the Airport (in the areas designated by City and as permitted by applicable Laws and Regulations, as such term is defined in Section 4.B) on a non-exclusive basis and to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

E. Right of Flight and Other Reserved Rights. This Agreement conveys only a leasehold interest in the Premises on the terms and for the purposes provided herein, and it conveys no other rights, title, or interests of any kind. Among the rights reserved to City, City reserves in the Premises a right of flight for the passage of aircraft in the air, a right to cause such noise as may at any time be inherent in the operation of aircraft, and all other rights, including, but not limited to, water, minerals, oil, and gas.

F. Enjoyment of Rights. Subject to Tenant's complete performance of the payment and other obligations contained in this Agreement, Tenant shall enjoy the rights, uses, and privileges stated in this Agreement.

2. Term. This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on 6/2, 2016 (the "Commencement Date") and shall continue until December 5, 2042, (the "Expiration Date").

3. Rent

A. Rent. For Tenant's lease of the Premises, Tenant covenants to pay to City without set-off or deduction the annual ground rent provided in Exhibit C commencing on the Commencement Date. The rent for any fraction of a year shall be prorated. All rent shall be payable annually in advance without notice or demand by the first business day of the month of January and shall be subject to the terms stated in Exhibit C.

B. Additional Rent. Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed

by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.

4. Tenant's Use of Premises and Airport

A. No Interference. Tenant and Tenant's Associates shall not use the Premises or the Airport in any manner that City determines (in City's sole discretion) interferes with any operation at the Airport or decreases the Airport's effectiveness. Tenant shall promptly notify City of any use that creates such interference or decrease in effectiveness and remedy the same to City's sole satisfaction.

B. Comply with All Laws. Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Tenant's use, occupancy, or operations at the Premises or the Airport (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to, the Airport Rules and Regulations, the Airport Building Development Standards, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements (including, but not limited to, the Airport Security Plan); and all lawful, reasonable, and nondiscriminatory Airport policies and other requirements. Upon a written request by City, Tenant will verify, within a reasonable time frame, compliance with any Laws and Regulations.

C. No Unauthorized Use. Tenant and Tenant's Associates shall use the Premises and the Airport only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, any use that would damage, interfere with, or alter any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; any commercial activity; driving a motor vehicle at an Airport location other than a roadway or parking area (except in connection with parking an automobile or motorcycle inside the hangar while the Aircraft is in flight, but only if such vehicle was driven by a person on board such Aircraft); the use of automobile parking areas in a manner not authorized by City; self-fueling activities on the Premises or any other area that City has not authorized; any use conflicting with Exhibit F; and any use that would be prohibited by or would impair coverage under either party's insurance policies.

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

E. Taxes and Liens. Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

F. Damage to Property and Notice of Harm. In addition to Tenant's indemnification obligations set forth in Article 6, Tenant, at Tenant's sole cost, shall repair or replace (to City's sole satisfaction) any damaged property that belongs to City or City's other tenants to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify City of any such property damage. If Tenant discovers any other potential claims or losses that may affect City, Tenant shall promptly notify City of the same.

G. No Alterations or Improvements. Tenant shall not make or cause to be made to the Premises any alteration or improvement that is subject to City code requirements, and shall not alter or improve other areas of the Airport, without City's prior written consent (in City's sole discretion).

H. Signage and Advertising. Tenant is not authorized to install or operate any signage on the Premises or at the Airport except with the prior written approval of City (which may be given or withheld in City's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations (including, but not limited to, City's Airport signage policies and standards and City's ordinance and permit requirements). Tenant shall not advertise or permit others to advertise at the Airport by any means, whether or not such advertising is for profit.

I. Security. Tenant is responsible to comply (at Tenant's sole cost) with all security measures that City, the United States Transportation Security Administration, or any other governmental authority having jurisdiction may require in connection with the Airport, including, but not limited to, any access credential requirements, any decision to remove Tenant's access credentials, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Tenant or Tenant's Associates. Tenant agrees that City has the right (in City's sole discretion) to impose any Airport security requirements that City may determine. Tenant further agrees that Airport access credentials are the property of City and may be suspended or revoked by City in its sole discretion at any time. Tenant shall pay all fees associated with such credentials, and Tenant shall immediately report to the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

J. Removal of Disabled Aircraft. When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within the Tenant Improvements or, with City's prior written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines, in its sole discretion, to be in City's best interests.

K. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a condition that is equal to the level of maintenance maintained by the City in comparable areas and that is clean, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of the Tenant Improvements for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 7.

L. Operations. Tenant's operations shall comply with the following:

i. Airport Operations. Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; and Tenant shall promptly respond to City's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Airport. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

ii. Safety. City may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not being observed.

iii. Personnel. Tenant shall control the conduct, demeanor, and appearance of its employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties.

iv. Deficiencies. Without limiting or waiving any other remedies available to City, City's remedies shall include the following in connection with deficiencies in Tenant's operations:

a. Propose and Implement Cure. Tenant shall meet with the Airport Manager upon such manager's request regarding the quality of Tenant's operations, whether or not in connection with a specific complaint. Tenant shall propose curative measures in response to City's determinations regarding deficiencies in Tenant's operations and shall implement as expeditiously as possible measures that are approved by City.

b. Remove Employees and Associates. City shall have the right to require that Tenant remove from the Airport any employee or any of Tenant's Associates that City reasonably determines to be in violation of Section 4.L.iii or otherwise detrimental to City's interests at the Airport.

c. Liquidated Damages. City shall have the right to require Tenant to pay liquidated damages in connection with addressing any deficiency as further set forth in Exhibit C.

5. City's Rights and Obligations

A. Airport Maintenance. City agrees that as long as the Airport is certified to operate as an airport by the Federal Aviation Administration (or any successor agency), City shall keep the property of the Airport in good repair and free from obstruction in accordance with applicable Federal standards.

B. Access to Premises. City for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers and other representatives ("City's Associates") reserves the right to enter the Premises as provided in this Section 5.B. City and City's Associates shall not be deemed guilty of trespass upon the Premises, or to have violated any of Tenant's rights hereunder, by reason of such an entrance into any portion of the Premises.

i. Without Notice. City and City's Associates shall have the right to enter the Premises (not including the Tenant Improvements) at any time and without prior notice, provided that they shall not unreasonably interfere with Tenant's use of the Premises. City and City's Associates shall have the right to enter the Tenant Improvements at any time and without prior notice for any purpose relating to any emergency, security or safety concern, or to investigate or remediate potential threats or hazards.

ii. Notice. In addition to the rights set forth in Section 5.B.i, City and City's Associates shall have the right to enter the Tenant Improvements for any other purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, and conduct Airport work) provided that they shall not unreasonably interfere with Tenant's use of the Premises. In connection with such entry, City shall provide twenty four (24) hours' advance notice to Tenant by sending a message to Tenant

if: (a) Tenant maintains on file with City a working email address (or an address in another format designated by City) that is capable of accepting messages for Tenant, and (b) Tenant provides to City a key or other access to the Premises by no later than the time of the entry. If Tenant does not comply with all of the foregoing conditions for such notice, City and City's Associates shall have the right to enter the Tenant Improvements as determined by City in City's sole discretion.

iii. Interviews. Tenant agrees to allow City to interview any of Tenant's employees to discuss any matters pertinent to Tenant's use, occupancy, or operations at the Premises and the Airport.

C. City's Right to Work Within, Alter, or Recover Premises. City has the right at the Airport to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that City (in its sole discretion) determines to be in City's best interests, including, but not limited to, within the Premises. City may elect to pursue any such work without recovering the Premises from Tenant, in which case City shall exercise reasonable care to minimize disruptions to Tenant and the Premises. City also has the right to recover all or any portion of the Premises from Tenant in connection with any such work (with or without relocating Tenant) as City may determine in its sole discretion, and the following shall apply:

i. Recovery. If City determines to recover all or any portion of the Premises, City shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is tenantable in light of the purposes of this Agreement (as determined by City in its sole discretion), City shall reduce Tenant's rent hereunder by the percentage of the Premises that City recovers, and City shall pay the cost of any alterations to the Tenant Improvements that are required by City in connection therewith (so long as such improvements are not in breach of this Agreement). If City recovers all of the Premises, or if any remaining portion of the Premises is not tenantable pursuant to City's determination, City may terminate this Agreement by including in the notice provided for in this Section 5.C.i a notice of termination, and this Agreement shall terminate at the end of such ninety (90) day period. In connection with any such termination, City shall pay only the following amount: the remaining, unamortized value of the Tenant Improvements (so long as such improvements are not in breach of this Agreement) based on amortizing Tenant's certified construction costs (determined pursuant to Exhibit B, Section B.8.a) using a straight-line method over a thirty (30) year period that commences on the Commencement Date. Such thirty-year period relates only to the calculation contained in this Section 5.C.i, and it does not alter any other provision of this Agreement (including, but not limited to, the term hereof or any termination rights).

ii. Relocation. If City elects to relocate Tenant, City shall pay the reasonable costs that Tenant actually incurs to relocate to a new location (chosen by City) the Tenant Improvements (so long as such improvements are not in breach of this Agreement) and any movable property associated with Tenant's permitted uses under this Agreement. Tenant's rent at such new location shall be determined based on the actual square footage contained in Tenant's Premises at such new location.

iii. No Waiver. Nothing under this Section 5.C shall be construed to waive City's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises or at the Airport.

D. City's Right to Implement Airport Programs. City has the right to implement any lawful, reasonable, and nondiscriminatory program at the Airport as City may determine in its sole discretion, and to require Tenant to participate in or comply with any such program. Such programs may include, but are not limited to, providing common arrangements for trash disposal, utilities, or other Airport functions; providing revenue-generating activities at the Airport by City or its designee (including, but not limited to, vending machines, advertising, wireless communications, and utility services whether on or off of the Premises); designating approved vendors and service providers at the Airport; establishing central locations and security procedures for delivering goods or materials to the Airport; and establishing green building and other programs to benefit the environment and conserve energy.

E. City Directives. City is the owner and proprietor of the Airport, and City has the right to issue any lawful, reasonable, and non-discriminatory directive as a landlord and proprietor that City determines to be in City's best interests.

F. Governmental Acts. City is a government entity, and City has all rights, powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnity, Insurance, and Letter of Credit

A. Indemnity by Tenant. Tenant agrees to indemnify, hold harmless, and defend City and its officers and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) this Agreement; (ii) any use, occupancy, or operations at the Premises or the Airport by Tenant or Tenant's Associates; or (iii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to City in carrying out this obligation. This obligation does not require Tenant to indemnify City and its officers and employees against losses (as defined above) that arise solely from the negligent acts or omissions of City and its officers and employees. The obligation stated in this Section 6.A shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are found to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future

(including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

C. Insurance. At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises, and Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to City's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in Exhibit D):

i. Aircraft Liability with Additional Coverage. Aircraft liability insurance that includes premises liability, and, if applicable, mobile equipment coverage with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000) per occurrence (and one hundred thousand dollars ($100,000) per passenger seat for applicable claims), including, but not limited to, contractual liability coverage for Tenant's performance of the indemnity agreement set forth in Section 6.A. If any such coverage is not available to Tenant in the form of an aircraft liability policy, Tenant shall obtain substantially similar coverage through a commercial general liability policy.

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways and automobile parking areas at the Airport (including, but not limited to, if Tenant parks an automobile in Tenant's hangar when permitted by this Agreement), comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars ($500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Pollution. Tenant is responsible for environmental losses. Any pollution legal liability insurance obtained by Tenant shall comply with the requirements for insurance that are stated in this Agreement. If Tenant engages in self-fueling, Tenant shall comply with City's self-fueling requirements, including, but not limited to, pollution legal liability insurance requirements.

v. Aircraft. Tenant is solely responsible for any damage or loss to the Aircraft. Tenant shall obtain insurance coverage for the Aircraft as Tenant may determine.

vi. Business Interruption. Tenant is solely responsible for all costs of business interruption, however incurred, and Tenant may purchase business interruption insurance as Tenant may determine.

D. Performance Security. City reserves the right to require a performance security in a form and amount acceptable to City upon any material default by Tenant under this Agreement.

7. Hazardous Materials

A. No Violation of Environmental Laws. Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises or the Airport by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 6.A of this Agreement.

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

C. Obligations Affecting Permits. To the extent that Tenant is a co-permittee with City in connection with any permit relating to the environment at the Airport, or to the extent that any of Tenant's operations in connection with this Agreement or otherwise may impact City's compliance with any such permit, Tenant shall work cooperatively with City and other tenants and take all actions necessary to ensure permit compliance, and minimize the cost of such compliance, for the benefit of Airport operations.

D. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement (and this obligation shall survive any such expiration or termination), and upon any change in possession of the Premises authorized by City, Tenant shall demonstrate to City's reasonable satisfaction that Tenant has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing. The obligations of this Section 7 shall survive any termination of this Agreement.

8. Assignment and Subleasing

A. Assignment. Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in the Tenant Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), shall not encumber any such rights or record this Agreement (or any document or interested relating thereto), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same. City may withhold consent to such assignment, encumbrance, or delegation for any or no reason in its sole discretion. Regardless of City's consent, Tenant shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or encumbrance of rights or delegation of performance in violation of this Section 8.A is void. This Agreement is binding on Tenant's successors or assigns that have been authorized pursuant to this Section 8.A.

B. Permitted Encumbrances.

i. Acceptable Request. Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such encumbrance shall be to secure financing for the Tenant Improvements; (b) such encumbrance shall only encumber Tenant's leasehold interest and shall not encumber any other interest whatsoever; (c) the lienholder must agree to maintain current contact information with City at all times; (d) the lienholder and Tenant must agree to provide to City concurrent copies of any notices of default sent to Tenant and all letters or other information exchanged between Tenant and the lienholder thereafter until such matter has concluded; (e) the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied; (f) such encumbrance shall be subordinate to the City's interests except as provided in Section 8.B.ii; (g) such encumbrance shall terminate prior to the Expiration Date of this Agreement; (h) by obtaining City's consent Tenant agrees that it shall not default on its commitment in connection with the permitted encumbrance (and any such default shall be a breach of this Agreement); and (i) the lienholder must certify to City that it has reviewed this Agreement, that it has accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement.

ii. Defaults. If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter interim terms with City to perform this Agreement, and the operator and terms must be acceptable to City in its sole discretion; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lienholder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have

a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure full performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole discretion; and (h) the City may required reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default under this Agreement. Upon such a default, City at any time may, but is not required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder, and City shall have no liability of any kind to any lienholder.

C. Subleasing. Upon obtaining City's prior written consent, which City may provide or withhold in City's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by City. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement, and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease in City's sole discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

9. Damage, Destruction, and Condemnation

A. Damage or Destruction of Premises. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenantable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor

for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the Premises so taken. If City determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenantable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided in Exhibit B, Section B.7.

B. Remedies. Upon any default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance, together with interest and service fees for any past due amounts (as provided in Section 10.C) and an administrative charge equal to twenty percent (20%) of the cost incurred by City (which the parties agree is a reasonable estimate of and liquidated damages for City's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, and Tenant shall pay City on demand for any deficiency in the same. No action by City or City's Associates shall be construed as an election by City to terminate this Agreement or accept any surrender of the Premises unless City provides Tenant with a written notice expressly stating that City has terminated this Agreement or accepted a surrender of the Premises. Following a default by

Tenant under this Agreement, City shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Utah law.

C. Past Due Amounts. If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, City may also charge a sum of five percent (5%) of such unpaid amount as a service fee, which the parties agree is a reasonable estimate of and liquidated damages for City's additional costs for billing and collection arising from Tenant's failure to make payment in a timely manner. All amounts due under this Agreement are and shall be deemed to be rent or additional rent, and shall be paid without abatement, deduction, offset, prior notice, or demand (unless expressly provided by the terms of this Agreement). City's acceptance of any past due amount (or its associated interest or service fee) shall not constitute a waiver of any default under this Agreement.

D. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within twenty (20) days after written notice by Tenant to City. If the nature of City's obligation is such that more than twenty (20) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such twenty (20) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

E. Survival. The provisions of this Section 10 and the remedies and rights provided in Section 6 shall survive any expiration or termination of this Agreement.

11. Expiration or Termination

A. Disposition of Tenant Improvements.

i. Disposition If Agreement Terminates Before Expiration Date. If this Agreement terminates for any reason before the Expiration Date, within ninety (90) days after such terminates, City, in its sole discretion, may determine to accept title to all or any portion of the Tenant Improvements. Upon City accepting any such title, all of Tenant's rights, title, and interests in the same shall be forfeited to City and title thereto shall vest in City automatically. Tenant shall surrender the Premises upon termination (and shall surrender any Tenant Improvements as accepted by City) in accordance with Section 11.B and Exhibit E, Section E.13. If City rejects any such title, or if such ninety-day period expires, Tenant shall (within sixty (60) days thereof) remove all Tenant Improvements that were not accepted by City at Tenant's sole expense in a manner acceptable to City (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to remove any such improvements, City may do so in any manner acceptable to City pursuant to Section 10.B.

ii. Disposition Upon Expiration. Upon the expiration of this Agreement, Tenant may either: (a) transfer its interests in the Tenant Improvements to a party who, prior to such

expiration, has been accepted by City, in its sole discretion, and has entered an agreement for the Premises that is acceptable to City; or (b) Tenant shall surrender the Premises (in accordance with Section 11.B) and, within sixty (60) days after such expiration, shall remove the Tenant Improvements (and the obligations of Section 6.A shall apply to such removal). If Tenant fails to perform either such alternative, City shall have the rights set forth in Section 11.A.i and may exercise them at any time.

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. Holding Over. If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement and City may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement that are applicable to an at-will tenancy, and Tenant shall pay the following rent: ground rent at the highest rate then charged at the Airport and rent for the Tenant Improvements at fair market value based on City's survey of rent for similarly situated facilities at the Airport and at other western airports (which City shall determine in its sole discretion).

D. Survival. The provisions of this Section 11 shall survive any expiration or termination of this Agreement.

12. General Provisions

A. General Provisions. This Agreement is subject to the General Provisions set forth at Exhibit E.

B. Notices. Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as, by way of example, Federal Express or DHL), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

If to City:

Airport Manager
St. George Regional Airport
175 E. 200 N.
St. George, Utah 84770

If to Tenant:

Bonnacon Holdings, LLC
James L. Mayer, Managing Member
111 Nature Walk Parkway Unit 105
Saint Augustine, FL 33092-3065

with a required, simultaneous copy to:

City Attorney
City of St. George
175 E. 200 N.
St. George, Utah 84770

with a required, simultaneous copy to:

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section 12.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

C. Incorporation. All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement. Tenant hereby acknowledges receiving Exhibits A – F to this Agreement.

D. Binding Obligation. Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

Attest:

Christina Fernandez, City Recorder

Approved as to form:

5-18-16

Shawn Guzman, City Attorney

Bonnacon Holdings, LLC.

By: James L. Mayer
Its: Managing Member

EXHIBIT A

PREMISES

Property description of the Premises:

Lot(s) Fifty-Five B (55B) on the St. George Airport Hangar Parcel Plat, which contains Five Thousand, Six Hundred (5,600) square feet. For informational purposes, such lot is depicted on the following page.

The remainder of this page has been intentionally left blank

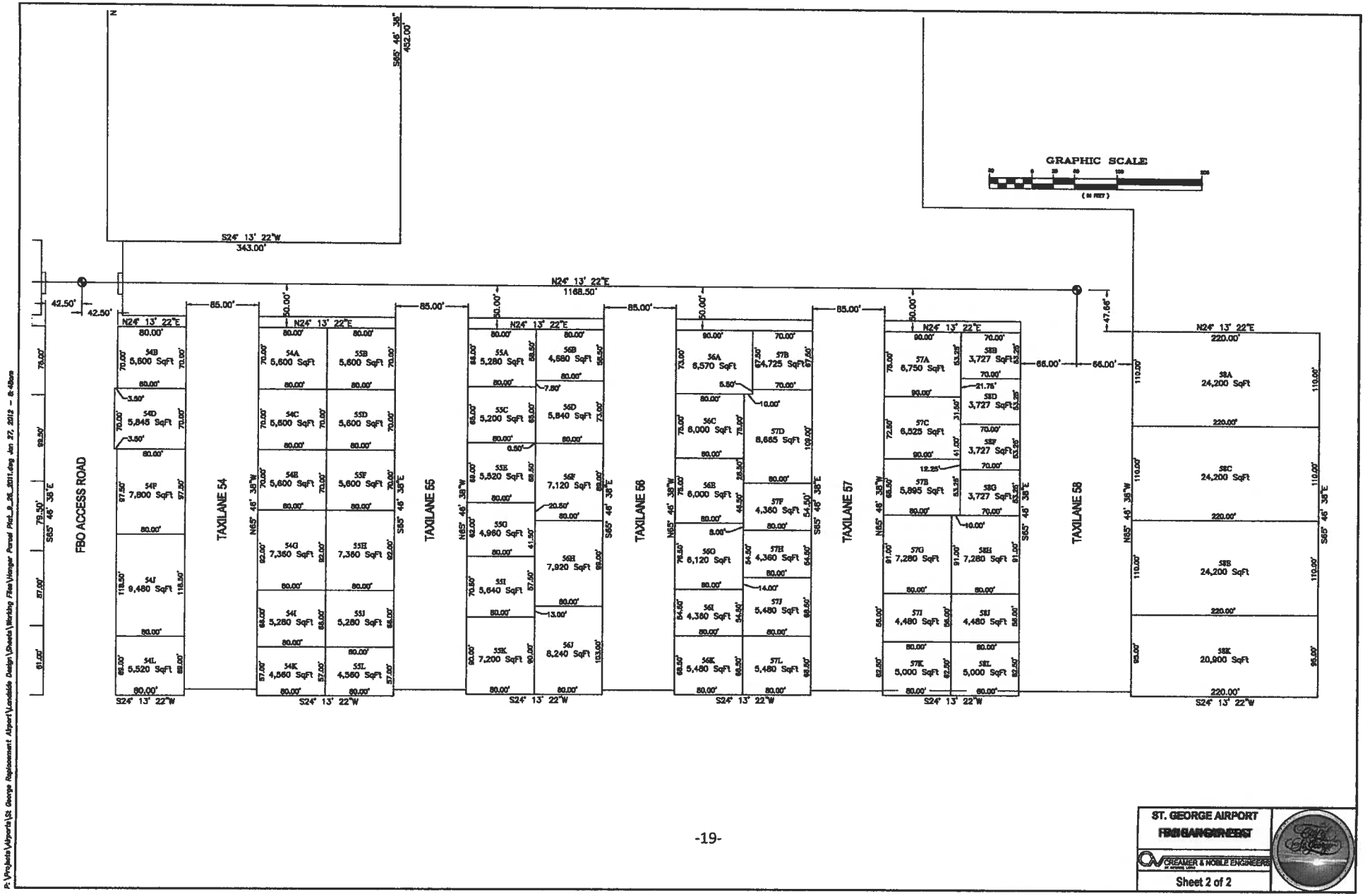

GRAPHIC SCALE
FBO ACCESS ROAD
TAXILANE 54
TAXILANE 55
TAXILANE 56
TAXILANE 57
TAXILANE 58
N24° 13' 22"E
1168.50'
S24° 13' 22"W
343.00'
S65° 46' 38"E
452.00'
N65° 46' 38"W
85.00'
50.00'
42.50'
47.66'
66.00'
54B 5,600 SqFt
54D 5,845 SqFt
54F 7,800 SqFt
54J 9,480 SqFt
54L 5,520 SqFt
54A 5,600 SqFt
54C 5,600 SqFt
54E 5,600 SqFt
54G 7,360 SqFt
54I 5,280 SqFt
54K 4,560 SqFt
55B 5,600 SqFt
55D 5,600 SqFt
55F 5,600 SqFt
55H 7,360 SqFt
55J 5,280 SqFt
55L 4,560 SqFt
55A 5,280 SqFt
55C 5,200 SqFt
55E 5,520 SqFt
55G 4,960 SqFt
55I 5,640 SqFt
55K 7,200 SqFt
56B 4,680 SqFt
56D 5,840 SqFt
56F 7,120 SqFt
56H 7,920 SqFt
56J 8,240 SqFt
56A 6,570 SqFt
56C 6,000 SqFt
56E 6,000 SqFt
56G 6,120 SqFt
56I 4,360 SqFt
56K 5,480 SqFt
57B 4,725 SqFt
57D 8,665 SqFt
57F 4,360 SqFt
57H 4,360 SqFt
57J 5,480 SqFt
57L 5,480 SqFt
57A 6,750 SqFt
57C 6,525 SqFt
57E 5,895 SqFt
57G 7,280 SqFt
57I 4,480 SqFt
57K 5,000 SqFt
58B 3,727 SqFt
58D 3,727 SqFt
58F 3,727 SqFt
58G 3,727 SqFt
58H 7,280 SqFt
58J 4,480 SqFt
58L 5,000 SqFt
58A 24,200 SqFt
58C 24,200 SqFt
58E 24,200 SqFt
58K 20,900 SqFt
220.00'
110.00'
95.00'
ST. GEORGE AIRPORT
FBO GARGO AREAS
CREAMER & NOBLE ENGINEERS
Sheet 2 of 2

EXHIBIT B

TENANT CONSTRUCTION REQUIREMENTS

B.1 Authorization. Tenant shall not commence any construction on the Premises without the City's prior written consent for all work to be conducted. Tenant shall submit plans, a schedule, and a budget to City when making any request to construct improvements. City may request any information, request modifications, consent to, or deny Tenant's request in City's sole discretion. For any authorized project, Tenant shall provide City with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to City's consent. Tenant shall make no changes to the work without City's prior written consent.

B.2 Standard. All work shall be performed in a good and workmanlike manner, and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar work performed by Tenant or by City elsewhere at the Airport. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations. Work shall be performed in a safe manner, and City shall have the right, but not the duty, to stop any work until safety conditions can be investigated and implemented. The work site shall be secured consistent with industry standards at Airports during the performance of the work.

B.3 Coordination. Tenant shall coordinate all work with Airport activities, and shall minimize any disruption to Airport activities, tenants, and users. City shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with City as requested by City as the work progresses and provide the City with information as City may require. City may require Tenant to comply with other measures that are in the City's interests in connection with any construction activities.

B.4 Indemnification, Insurance, and Bonds. Tenant shall cause Tenant's Associates who are performing any work relating to constructing improvements to provide the following:

a. Indemnity. Tenant shall require such associates to indemnify City in connection with City's interests consistent with the indemnity obligation of Section 6.A.

b. Insurance. Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million dollars ($1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred

percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

B.5 Agreement Applicable to Work. The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 6 and repair obligations under Section 4.F, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

B.6 Permits, Plan Checks Required. Tenant and Tenant's Associates who are performing any work relating to constructing improvements must comply with all City requirements applicable to construction, including, but not limited to, permit requirements, plan check requirements, and other requirements imposed by City.

B.7 Default. Tenant shall comply with the construction schedule approved by City. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within ninety (90) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement and City shall have all of the rights set forth in Section 11.A regarding a disposition of Tenant Improvements in addition to all other remedies. Upon any default, Tenant shall turn over to City copies of all records associated with the work and shall work cooperatively with City.

B.8 Final Submittals. Tenant shall submit the following to City within ninety (90) days of beneficial occupancy:

a. Certified Financials. Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by City.

b. Free of Liens. Tenant shall submit a statement that the Premises and Tenant Improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. As-Built Drawings. Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications for Tenant Improvements constructed at the Airport (or in the case of Tenant Improvements relocated from the Former Airport, the plans and specifications relating to such relocation). Such plans and specifications shall include one set of bond paper "record" drawings and electronic drawings that conform to a format and to standards specified by City.

B.9 Initial Tenant Improvements. City has authorized and Tenant shall construct the initial Tenant Improvements that are summarized at Exhibit B, Attachment 1, and such obligation includes, but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

B.10 Release by Former Airport Tenants. If Tenant was a tenant at the Former Airport, Tenant agrees that as of the Commencement Date, all agreements and other interests between Tenant and City regarding the Former Airport shall terminate (if not terminated sooner); provided that Tenant shall remain liable to City for any matter arising from or relating to Tenant's use, occupancy, or operations at the Former Airport during or prior to the time of Tenant's last entry upon the Former Airport. Tenant hereby releases, acquits, and forever discharges City and its officers, employees, and agents from and against any and all losses, liabilities, claims, and causes of action, of every kind and character, that Tenant may have against City arising from or relating to the Former Airport, whether the same are presently known or unknown and whether or not the same have been or could have been discovered as of the date of this Agreement.

EXHIBIT B
ATTACHMENT 1

INITIAL TENANT IMPROVEMENTS

Date for Tenant's Access to the Premises: _____NA_____

The Commencement Date for this Agreement is stated in Section 2.

Schedule for Construction: Hangar is already built

Commencement of the Work: _____NA_____

Substantial Completion: _____NA_____

Other schedule requirements shall be as set forth in the schedule submitted to City by Tenant.

Tenant shall cause the construction of the plans and specifications for Tenant Improvements as submitted to City, which may be summarized as follows:

Hangar and appurtenances as detailed in plans approved by the City of St. George

EXHIBIT C

RENT AND PAYMENT

C.1 Rent. Tenant shall pay ground rent pursuant to this Agreement as follows:

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
01/2016 – 12/2020	$0.214	5,600	$1,198.40
1/2021 – 12/2025	$0.255	5,600	$1,428.00
1/2026 – 12/2030	$0.303	5,600	$1,696.80
1/2031 – 12/2035	$0.361	5,600	$2,201.60
1/2036 – 12/2040	$0.430	5,600	$2,408.00
1/2041 – 12/2045	$0.511	5,600	$2,861.60

The rental rates and calculations set forth in this Agreement shall not be construed to alter any other provision of this Agreement, including, but not limited to, the duration of this Agreement and any right to terminate this Agreement. City reserves the right to survey and measure the Premises as City may determine, and to correct any error in square footage. Tenant agrees that it shall execute any amendment necessary to correct an error in square footage and shall pay any adjusted rent based thereon.

C.2 Payment of Any Amount Due. Any amount due in connection with this Agreement or the use of the Airport shall be subject to the following terms; provided, however, that if any obligation is subject to payment terms pursuant to City ordinance or other City requirements that directly conflict with the following terms, such ordinance or other City requirements shall govern.

a. Past Due Amounts. Past due amounts are subject to Section 10.C of this Agreement.

b. Dishonored Checks. If any check paid on behalf of Tenant is dishonored or returned by a bank for any reason, Tenant shall pay all charges assessed to City by the bank plus a service charge of fifty dollars ($50.00) per occurrence (or such other amount that the City may implement from time to time) in addition to other sums due under this Agreement.

c. No Demand and Effect of Payment. All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make

all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

d. City Advances. If City pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed to City in connection with Tenant's use of the Airport) such amount shall constitute an advance by City to Tenant. Tenant shall promptly pay the same to the City upon receipt of an invoice for the same.

e. City Right to Apply. City shall have the right to apply any sums paid or provided by Tenant in connection with this Agreement to any obligation that Tenant owes to City in connection with the Airport, whether or not such obligation arises in connection with this Agreement.

f. Payment Address. Tenant shall make payments to City at the following address (or at such other address that City may designate in writing):

City of St. George
Finance Department
175 East 200 North
St. George, UT 84770

g. Reestablishment of Rates and Charges. Except for the rent stated in Exhibit C, Section C.1, City in its sole discretion may from time to time reestablish (or newly initiate) any type of rates and charges at the Airport (in a manner consistent with Laws and Regulations) to provide for the Airport's operations.

h. No Interest. City shall pay no interest on any sum that City pays to Tenant pursuant to this Agreement.

i. Audit. If any sum relating to this Agreement is due based on records or calculations maintained by Tenant, Tenant agrees that City shall have the right to inspect, copy, and audit all such records and calculations. Tenant shall make such records and calculations available to City at City's offices within twenty-four (24) hours after City delivers to Tenant a written request for the same. Tenant shall maintain such records and calculations for three (3) years (during which this Agreement is in effect). City agrees that an audit of such records and calculations shall occur no more frequently than once each year. If as a result of any such audit it is established that Tenant has overpaid any sum due, City shall promptly refund such overpayment. If such audit establishes that additional sums are due to the City, Tenant shall promptly pay such sums in accordance with the requirements of Section 10.C, and shall pay the reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

C.3 Liquidated Damages. Tenant agrees that City will be damaged if Tenant fails to comply

with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

a. Requesting Compliance. If Tenant fails to comply with any obligation under this Agreement, City may charge Tenant one hundred dollars ($100) for every written notice that City sends to Tenant requesting compliance.

b. Reestablishment of Damages. City reserves the right to reassess its costs from time to time in connection with taking the foregoing actions (or in connection with other actions that City takes to enforce this Agreement) and to reestablish the amount of the foregoing liquidated damages, or implement additional liquidated damages, based on City's cost increases.

EXHIBIT D

INSURANCE REQUIREMENTS

D.1. General Requirements. At all times when this Agreement is in effect Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be canceled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

D.2 Minimum Requirements. City's insurance requirements are minimum requirements, and Tenant is responsible to obtain adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

D.3. Waiver of Subrogation. Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each of the parties shall obtain a clause or endorsement providing for such waiver of subrogation in any policies of insurance required under this Agreement.

D.4. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

D.5 Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

a. Nondiscrimination Regarding USDOT Programs. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

b. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities. Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

c. No Exclusive Rights. Nothing in this Agreement shall be construed to grant to Tenant any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Tenant's exclusive use as provided herein).

d. Agreement Preserves City's Compliance. This Agreement shall be interpreted to preserve City's rights and powers to comply with City's Federal and other governmental obligations.

e. Subordination to City's Government Commitments. This Agreement is subordinate to the provisions of any agreement between City and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any

modification to this Agreement as a condition of City entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Tenant agrees to consent to any such modification. If a governmental authority determines that any act or omission of Tenant or Tenant's Associates has caused or will cause City to be non-compliant with any of City's government commitments (including, but not limited to, any assurances or covenants required of City or obligations imposed by law), Tenant shall immediately take all actions that may be necessary to preserve City's compliance with the same. Without liability to City, City shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Tenant by such authority.

E.2. Subordination to Financing and Matters of Record. This Agreement is subordinate to the provisions of any agreements or indentures entered by City (regardless of when entered) in connection with any debt financing applicable to the Airport and is subordinate to any matter of record affecting the real property of the Airport.

E.3. Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

E.4. Rights and Remedies. Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

E.5. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by City in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

E.6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. CITY AND TENANT EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this Section E.6 shall survive any expiration or termination of this Agreement.

E.7. Amendments and Waivers. No amendment to this Agreement shall be binding on City or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

E.8. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

E.9. Merger. This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

E.10. Art. Tenant shall not install any object in the Premises that constitutes a work of visual art under the Visual Artists Rights Act of 1990 unless Tenant has obtained City's prior written approval and provided City with a written waiver that complies with the requirements of such Act or its successor.

E.11. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

E.12. Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

E.13. Further Assurances. Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

E.14. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

E.15. Time of Essence. Time is of the essence of this Agreement.

EXHIBIT F

HANGAR RULES

The rules set forth in this Exhibit F may be modified by City from time to time upon written notice to Tenant.

F.1 Authorized Use Only. Tenant shall use the Premises only for the purposes permitted by this Agreement. No items unrelated to that purpose are to be stored on the Premises. Tenant may not store any property outside of the Tenant Improvements.

F.2 Storage of Certain Materials. Tenant shall store no explosives, solvents, or flammables with a flash point below 100 degrees Fahrenheit (100° F) on the Premises. Lubricating oil stored on the Premises must be in closed containers.

F.3 Close Doors. Tenant shall assure that all hangar doors for the Tenant Improvements are kept closed when the hangar is unattended.

F.4 Aircraft Maintenance and Repairs. Tenant shall not use the Premises for spray painting or doping (except for de minimus painting on a portion of the Aircraft on a non-commercial basis). Tenant may make or cause to be made on the Premises necessary repairs, light maintenance, and inspections to the Aircraft as required by Laws and Regulations to allow the Aircraft to be maintained in an airworthy condition. On a non-commercial basis, Tenant may also construct an Aircraft within the Tenant Improvements. Mechanics hired by Tenant to repair, maintain, or inspect said Aircraft must be properly licensed according to Laws and Regulations.

F.5 Fire Extinguisher. Tenant shall furnish a portable fire extinguisher (which meets the applicable fire code) and shall keep the same in the Tenant Improvements at all times, provide for the yearly inspection thereof by a certified fire extinguisher inspector, and report the use of any fire extinguisher equipment on the Premises to the Airport Manager.

F.6 Clean Premises. Tenant shall keep the Premises clean and free of debris and shall store garbage in a covered metal container.

F.7 Hoisting Devices. Tenant shall not use any hoisting device which in any way attaches to the structure of the Tenant Improvements. This does not preclude the use of a horizontal winch or similar device used to move the Aircraft into a hangar.

F.8 Self-Fueling. Tenant shall not conduct any self-fueling operations on the Premises. Tenant agrees that all self-fueling operations shall be subject to the Airport's self-fueling policies and fuel flowage fees.

Clear Line Aviation LLC
2582 North Tacheene Drive
St. George, Utah 84770

April 14th 2016

St. George Regional Airport,

On April 15th 2016 Clear Line Aviation LLC will be selling hangar 55B to Bonnacon Holdings LLC represented by Jim Mayer. Please accept this letter as our authorization to release Clear Line Aviation LLC from the lease on the Aircraft Hangar pad 55B as of April 15th.

Thank You,

David M Dunkley
Manager

Purchase Agreement and Bill of Sale
Aircraft Hangar 55B
St George Municipal Airport (KSGU)

This sale agreement is made by and between (Buyer) Bonnacon Holdings LLC a New Mexico LLC at 111 Nature Walk Parkway Suite 105 St. Augustine, FL 32092 and (Seller) Clear Line Aviation LLC at 2582 N. Tacheene Drive St George, Utah 84770.

With the signing of this sale agreement, the execution of a 29-year land lease between Buyer and the City of St. George and the Buyer transferring the total purchase price of $225,000.00 USD to the Seller, the Seller hereby sells and forever transfers ownership of the aircraft hangar described below, to the Buyer.

Description of the Aircraft Hangar being sold: 60'X60' airplane hangar on Lot 55B at the St. George Municipal Airport (KSGU). The installed cabinets, the Mopit, and the shelving are included.

Seller represents and warrants that it has full and good title to the described aircraft hangar, full authority to sell and transfer the same, and that the aircraft hangar being sold is free and clear of all liens, encumbrances, liabilities, and adverse claims.

Seller and Buyer hereby acknowledge and agree that the Aircraft Hangar is to be sold and conveyed on an as is basis, without any representations or warranties of any kind, expressed or implied, either oral or written, made by Seller of any agent or representative of Seller, with respect to the Aircraft Hangar other than so stated above.

Dated this 11th Day of April, 2016

Seller

Buyer Mgr. Member

Clear Line Aviation LLC
Sellers name printed
DAVID M. DUNKLEY

BONNNACON HOLDINGS, LLC
Buyers name printed

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

NORTHWEST INSURANCE GROUP, INC.
3301 NE CORNELL ROAD, SUITE R
HILLSBORO, OREGON, 97124 USA

CONTACT NAME: RYAN J. BIRR
PHONE (A/C, No, Ext): 503-640-6060 FAX (A/C, No): 503-640-6202
E-MAIL ADDRESS: RYAN J. BIRR

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Bonnacon Holdings, LLC.
PO Box 461152
Leeds UT 84746

COVERAGES **CERTIFICATE NUMBER:** 1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			TBD	04/14/2016	04/14/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 1,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION$						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

4550 S Airport Pkwy, St George, UT 84770

CERTIFICATE HOLDER

St. George Regional Airport
4508 S Airport Parkway #1
St. George UT 84790

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ryan J. Birr

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AIG AEROSPACE INSURANCE SERVICES, INC.

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO: THE CITY OF ST. GEORGE
175 E. 200 N
ST. GEORGE, UT 84770

THAT THE FOLLOWING POLICY/IES OF INSURANCE HAVE BEEN ISSUED TO:
ADAM K. LAW
5814 JERGENS ROAD
NINE MILE FALLS, WA 99026,

POLICY NO. LA 000278581-01
POLICY PERIOD: From August 6, 2015 to August 6, 2016
INSURANCE COMPANY NATIONAL UNION FIRE INSURANCE CO. OF PITTSBURGH, PA

Coverage only applies as indicated by a specific limit and deductible.

	Limits of Liability	
A. **Aircraft** Liability Single Limit for **Bodily Injury** and **Property Damage** In cluding **Passengers**, but **Passenger Bodily Injury** Limited within the Single Limit to	$ 1,000,000.	each **occurrence**
	$ 100,000.	each **passenger**
B. **Medical Expense** In cluding crew	$ 5,000.	each **passenger**
C. **Physical Damage** to **Your Aircraft**		

ID Number	Year	Make and Model	Agreed Value	Deductibles: Not-in-Motion	Not-in-Flight	Flight
N339TM	2012	CIRRUS SR20	$ 300,000.	$ 0.	$ 0.	$ 0.
			$	$	$	$
			$	$	$	$
			$	$	$	$
			$	$	$	$

THIS CERTIFICATE HOLDER IS:

1. included as additional insured as respects liability coverage but coverage only applies after all other coverage available to the additional insured has been exhausted;

2. included as additional insured as respects liability coverage but coverage only applies with respect to the vicarious responsibility of the additional insured for the operation of the aircraft by the Named Insured, including any interest in the aircraft as owner/lessor;

3. included as additional insured as respects liability coverage but coverage only applies with respect to the storage of insured aircraft;

4. included as additional insured as respects liability coverage but coverage does not apply to any occurrence arising from the design, manufacture, modification, repair, sale, or servicing of insured aircraft other than ground handling.

30 days notice of cancellation

The **Aviation Managers** have made provision to give the certificate holder prompt notice of cancellation of any policy above. But, the **Aviation Managers** assume no responsibility for failure to provide such notice. This certificate does not change in any way the actual coverages provided by the policy/ies specified above.

Certificate No. 11863224-16

Date of Issue April 14, 2016

By _____
(Authorized Representative)

LAD30 (3/00)

DRAFT

Agenda Item Number : 2A

Request For Council Action

Date Submitted	2016-05-23 11:04:04
Applicant	Connie Hood
Quick Title	Annual Bid Award
Subject	Annual purchase of Rye Grass Seed
Discussion	This is formal bid for the annual blanket bid for Rye Grass Seed (Palmer IV Prelude IV) for the Golf Courses and Softball Complex. A total purchase of 64.5 tons Helena was the low winning bid at $ 145,770.00
Cost	$145,770.00
City Manager Recommendation	Needed to get our order in line for the annual over seeding project in the fall. Recommend approval.
Action Taken	
Requested by	Colby Cowan
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	This year the pricing of the seed came down. New pricing was submitted at $2260.00 per ton compared with last year per ton pricing of $ 2280.00 per ton

Yearly Blanket

Bid Inquiry # 16-0028 **Rye Grass Bid** **Palmer IV/Prelude IV** **64.5 tons**

Items	Helena Chemical	Turfco	John Deere Landscape
Palmer III/ Prelude III			
Rye Grass Seed	$2260.00 per ton	$ 2320.00 per ton	$2540.00 per ton
100% Weed Seed Free			
69 tons (TOTAL)	$145,770.00	$149,640	$165,100.00
	Low Bid		

DRAFT

Agenda Item Number : 2B

Request For Council Action

Date Submitted	2016-05-25 16:04:58
Applicant	DSG Holdings LLC
Quick Title	Approve Reimbursement Agreement
Subject	Approve a Reimbursement Agreement with DSG Holdings in the amount of $100,597.00
Discussion	The property owner, DSG Holdings, requested that utility stub-outs and access points be installed along their property located along River Rd between Brigham Rd and the Dixie Power Maintenance Yard. The City would direct its contractor on the River Rd Bridge & Widening Project, Interstate Rock Products, to install the improvements as a change order to the construction project. DSG Holdings has agreed to pay for the cost of the requested improvements as a reimbursement to the project as outlined in the attached agreement. Completing the work now will save having to saw-cut the new asphalt area later once the development commences.
Cost	$100,597
City Manager Recommendation	Agreement would allow connections to utilities to be made while the road is under construction reducing future cuts to the new roadway. No cost to the City as DSG will reimburse the actual costs. Recommend approval.
Action Taken	
Requested by	Cameron Cutler
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

Recording Requested By and
When Recorded Return to:

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

Tax ID: SG-SG-5-3-8-23321; SG-5-3-9-34001; SG-5-3-17-1101

For Recording Purposes Do Not Write Above This Line

Legal Description: See Exhibit A

REIMBURSEMENT AGREEMENT
(City Construct – Owner Reimburse City)

THIS AGREEMENT is entered into this 2nd day of June, 2016, by and between the City of St. George, a Utah municipal corporation, hereinafter referred to as "City", and DSG Holdings, LLC, herein referred to as "Owner".

RECITALS

WHEREAS, Owner owns property at River Road, St. George, Utah, (the "Property"); and

WHEREAS, City desires to make repairs/upgrades within the City's dedicated right-of-way; and

WHEREAS, Owner and City have agreed to share the costs of the repairs/upgrades as outlined in this Agreement; and

WHEREAS, City has determined that it is in the best interests of the citizens of the City to participate in this Project; and

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

AGREEMENT

1. **THE PROJECT**. City will install or make the following improvements at River Road: See Exhibit B.

2. **REIMBURSEMENT**. City and Owner anticipate the total cost of improvements/upgrades to be $2,892,673.30. Owner agrees to reimburse City $100,597 for the cost of those improvements. City will pay the remaining costs of the improvements/upgrades. Payment

of the cost of Owner's obligation shall be made by Owner within thirty (30) days of completion of the work described in this Agreement.

3. **ENCROACHMENT ON PROPERTY**. Owner hereby grants City a temporary easement to encroach upon Owner's property identified in this Agreement solely for the purpose of conducting the repairs/upgrades and installing the improvements. See Exhibit B.

4. **FAILURE TO REIMBURSE**. Should Owner fail to reimburse City as provided herein, or otherwise fail to perform its obligations pursuant to the terms of this agreement, Owner recognizes the City's right to recover the costs necessary to install the improvements and make the improvements/upgrades, the interest thereon, and the cost to obtain reimbursement therefore.

5. **AGREEMENT TO RUN WITH THE LAND**. Any and all of the obligations of Owner hereunder shall run with the land and shall constitute an encumbrance thereon. The rights duties and obligations herein shall inure to the benefit of and be binding upon heirs, successors-in-interest, assigns, transferees, and subsequent purchasers of the property.

6. **REPRESENTATIVES**. The representative for the City for this Project will be Cameron Cutler. The representative for Owner will be Brett Burgess.

7. **EXHIBITS**. All exhibits attached hereto are incorporated as part of this Agreement.

8. **COMPLIANCE WITH APPLICABLE LAWS**. Owner expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Owner from any obligation to comply with all applicable requirements of City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement.

9. **INTEGRATION**. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto. In the event of a conflict between this Agreement and any other documents with Developer, this Agreement shall govern.

10. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this agreement. This Agreement is not intended to and does not bind the St. George City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

11. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing in this Agreement is intended to, or shall be deemed to be a waiver of the City's governmental immunity as set forth in

applicable statutory and case law.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that jurisdiction and venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court, Washington County, State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

13. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.

14. **NOTICES.** All notices required herein, and subsequent correspondence in connection with this agreement shall be mailed to the following:

City of St. George	DSG Holdings, LLC
Attn: City Attorney	Attn: Brett Burgess
175 East 200 North	113 East 200 North
St. George, Utah, 84770	St. George, Utah 84770

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

15. **SUCCESSORS AND ASSIGNS.** Owner shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

16. **NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation

shall have any right or cause of action hereunder.

17. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions shall not to be affected, and shall remain in full force and effect.

18. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.

19. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.

20. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

21. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.

22. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated.

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

CITY: CITY OF ST. GEORGE	OWNER: DSG Holdings, LLC
_____	_____
Jonathan T. Pike, Mayor	Brett Burgess, Managing Member
Attest:	Approved as to form:
_____	_____
Christina Fernandez, City Recorder	Paula Houston, Deputy City Attorney

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2016, appeared before me Brett Burgess, who being duly sworn did say that the foregoing instrument was signed by him/her on behalf of said corporation by authority of its board, and he/she did acknowledge to me that said corporation executed the same.

_____
Notary Public

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2016, appeared before me Jonathan T. Pike, of the City of St. George, who being duly sworn did say that the foregoing instrument was signed by him/her on behalf of said corporation by authority of its ordinances and City Council, and he/she did acknowledge to me that said corporation executed the same.

_____
Notary Public

Exhibit A
(Legal Description of Property)

Township 43 South, Range 15 West, SLB&M
Within Sections 8, 9, and 17

LEGAL DESCRIPTION FOR STATE TRUST LANDS PARCEL #1
(August 12, 2015)

Beginning at the Section Corner common to Sections 8, 9, 16 and 17 of Township 43 South, Range 15 West, Salt Lake Base and Meridian; Thence North 88°48'42" West, along the Section line, a distance of 1,320.75 feet to the Northwest Corner of the NE1/4NE1/4 of said Section 17, said point being a 1978 BLM Brass Cap; Thence South 01°11'22" West, along the West line of said Northeast Quarter Northeast Quarter (NE/4NE1/4), a distance of 284.13 feet, to a point on the northerly line of the Cottages at Fossil Hills Phase 2, as shown by Document #20070011600, Official Washington County Records; Thence North 41°41'10" West, along said line, a distance of 126.79 feet; Thence North 52°23'17" West, along said line and an extension thereof a distance of 322.09 feet, to a point on the North line of said Section 17; Thence North 88°48'25" West, along said line, a distance of 24.93 feet; Thence North 37°34'05" East, along the Easterly right of way line of River Road, a distance of 1,758.75 feet to the beginning of a curve to the right having a radius of 1,595.00 feet and a central angle of 04°56'54", thence Northeasterly along the arc of said curve and said Easterly line, a distance of 137.75 feet, to the Northwesterly corner of that parcel shown by Tax ID #SG-5-3-9-34001, Entry #00574447, Book 1125, Page 701, Official Washington County Records; Thence South 60°45'54" East, along the northerly line of said parcel a distance of 200.90 feet; Thence South 73°18'01" East, along said line, a distance of 270.00 feet; Thence North 61°41'59" East, along said line, a distance of 1,438.09 feet, to the Northeasterly corner of said parcel; Thence South 28°18'01" East, along the Easterly line of said parcel, a distance of 392.98 feet, to the West 1/16th line of Section 9; Thence South 01°12'09" West, along said line, a distance of 395.40 feet, to the Southeast Corner of the Northwest Quarter of the Southwest Quarter (NW1/4SW1/4) of said Section 9; Thence continuing South 01°12'09" West, along said line, a distance of 1,326.92 feet, to the Southeast Corner of the Southwest Quarter Southwest Quarter (SW1/4SW1/4) said Section 9; Thence North 88°48'56" West, along the Section line, a distance of 1,320.73 feet to the Point of Beginning.

Containing 92.79 acres, more or less.

LEGAL DESCRIPTION FOR STATE TRUST LANDS PARCEL #2
(August 27, 2015)

Commencing at the Section Corner common to Sections 8, 9, 16 and 17 of Township 43 South, Range 15 West, Salt Lake Base and Meridian; Thence South 01°11'17" West, along the Section line, a distance of 1,056.79 feet; Thence North 90°00'00" West, a distance of 1321.06 feet, to the Point of Beginning, said point being on the West line of the Northeast Quarter Northeast Quarter

(NE1.4NE1//4) of said Section 17, said point also being a point on the South line of the Cottages at Fossil Hills Phase 4, according to the Official Plat thereof filed under Document #20140017753, Official Washington County Records; Thence South 01°11'22" West, along said West line, a distance of 502.07 feet; Thence North 88°29'10" West, a distance of 400.86 feet, to a point on the Easterly right of way line of River Road; Thence North 01°49'37" West, along said right of way line, a distance of 355.83 feet, to the Southwest Corner of Patent #19899, Document #200608111121 Official Washington County Records; Thence North 82°31'06" East, along the Southerly line of said Patent, a distance of 43.94 feet; Thence North 60°57'16" East, along said line, a distance of 82.89 feet to the intersection of said patent line and the southerly line of The Cottages at Fossil Hills Phase 5, According to the Official Plat thereof filed under Document #20140017755, Official Washington County Records; Thence North 84°54'22" East, along said lone of Phase 5, a distance of 7.56 feet; Thence North 64°44'13" East, along the Southerly line of said Phase 5 and Phase 4, a distance of 171.56 feet; Thence North 83°42'04" East, along the Southerly line of said Phase 4 a distance of 144.65 feet to the Point of Beginning.

Containing: 4.16 acres, more or less.

Unofficial Copy

Exhibit B

CHANGE ORDER

Change Order No. 2
Date: May 24, 2016
Agreement Date: March 3, 2016

NAME OF PROJECT: **RIVER ROAD/FORT PIERCE BRIDGE AND ROADWAY WIDENING PROJECT**

CITY: City of St. George

CONTRACTOR: Interstate Rock Products

The following changes are hereby made to the CONTRACT DOCUMENTS:

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
2	TRAFFIC CONTROL	LUMP	1	$4,825.00	$4,825.00
5	ROADWAY EXCAVATION	CU YD	750	$13.70	$10,275.00
43	STD CURB INLET CATCH BASIN	EACH	1	$1,762.00	$1,762.00
52	UNTREATED BASE COURSE	CU YD	180	$25.95	$4,671.00
53	DENSE-GRADED ASPHALT ¾"	TON	210	$56.70	$11,907.00
55	PEDESTRIAN ACCESS RAMP	EACH	4	$1,370.00	$5,480.00
64	8 INCH GATE VALVE	EACH	1	$1,242.00	$1,242.00
80	8 INCH C900 WATERLINE	FEET	100	$124.00	$12,400.00
81	10 INCH X 8 INCH CROSS	EACH	1	$3,130.00	$3,130.00
82	8 INCH BEND (ALL ANGLES)	EACH	4	$680.00	$2,720.00
83	10 INCH GATE VALVE	EACH	2	$2,330.00	$4,660.00
84	8 INCH SEWER LINE	FEET	70	$209.00	$14,630.00
85	60 INCH SEWER MANHOLE	EACH	1	$3,100.00	$3,100.00
86	CONNECT TO EXISTING MANHOLE	EACH	1	$2,415.00	$2,415.00
87	ASPHALT PATCHING	SQ FT	1,600	$7.00	$11,200.00
88	JOINT UTILITY TRENCH	FEET	40	$42.00	$1,680.00
89	10 INCH JOINT RESTRAINT	EACH	10	$450.00	$4,500.00
				Total Change Order No. 2	**$100,597.00**

Reason/Justification

2 Additional Traffic Control required for change order work on River Road (Development Solutions Property)

5 Additional Roadway Excavation required for change order work on River Road (Development Solutions Property).

43 Additional Std. Curb Inlet Catch Basin required for change order work on River Road (Development Solutions Property).

52 Additional Untreated Base Course required for change order work on River Road (Development Solutions Property).

53 Additional Dense-Graded Asphalt ¾" NR required for change order work on River Road (Development Solutions Property).

55 Additional Pedestrian Access Ramps required for change order work on River Road (Development Solutions Property).

64 Additional 8 inch Gate Valve required for change order work on River Road (Development Solutions Property).

80 New item - 8 inch C900 Waterline required for change order work on River Road (Development Solutions Property).

81 New item – 10 inch x 8 inch Cross required for change order work on River Road (Development Solutions Property). Remove existing 10 inch tee and replace with a new 10 inch x 8 inch cross. Includes removing existing valve and reconnecting to new cross.

82 New item - 8 inch Bend (all angles) required for change order work on River Road (Development Solutions Property). As required to go over or under existing 18 inch waterline and other utilities.

83 New item - 10 Inch Gate Valve required for change order work on River Road (Development Solutions Property). Needed for in-line valve on the 10" main waterline.

84 New item - 8 inch sewer line required for change order work on River Road (Development Solutions Property). To extend from existing manhole to new 60 inch manhole.

85 New item - 60 inch Sewer Manhole required for change order work on River Road (Development Solutions Property).

86 New item - Connect to Existing Manhole required for change order work on River Road (Development Solutions Property). Includes coring into existing sewer manhole and grouting in new 8" sewer pipe.

87 New item - Asphalt Patching required for change order work on River Road (Development Solutions Property). Includes excavation, backfill, 4.5 inches of asphalt and 8 inches of untreated base course.

88 New item – Joint Utility Trench required for change order work on River Road (Development Solutions Property). Needed to bring communication line from existing manhole to Development Solutions property. Mark and cap ends.

89 New item – 10 Inch Joint Restraint required for change order work on River Road (Development Solutions Property). Includes all labor and material to install joint restraints for a 100 feet either side of the new 10 inch cross.

Original CONTRACT PRICE	**$2,891,673.30**
Current CONTRACT PRICE adjusted by previous CHANGE ORDERS	**$2,922,215.80**
The CONTRACT PRICE due to this CHANGE ORDER will be *increased* by	**$100,597.00**
The new CONTRACT PRICE including this CHANGE ORDER will be	**$3,022,812.80**

CHANGE TO CONTRACT TIME: The CONTRACT TIME will not change for this change order.

The date for completion of all WORK will be August 20, 2016.

APPROVALS:

CIVIL ENGINEER: Phil B. Diler 5/25/16

CONTRACTOR: _____

CITY: _____

DRAFT

Agenda Item Number : 3A

Request For Council Action

Date Submitted	2016-05-23 11:15:43
Applicant	Southern Utah Disaster Services
Quick Title	Public Hearing Zone Chng and Ord From R4 and R1-10 to C3 and OS
Subject	Consider a zone change from R-4 (Multiple Family) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to C-3 (General Commercial) on approximately 0.17 acres and OS (Open Space) on approximately 4.5 acres. The property is generally located south of 476 East Riverside Drive, behind the existing commercial building.
Discussion	The applicant has approached the City to purchase a portion of the City property. The applicant intends to join the property with their commercial project to the north and utilize for storage. However, a zone change is required and the city is proposing the remaining portion be zoned OS. Planning Commission recommends approval.
Cost	$0.00
City Manager Recommendation	The proposal is compatible with surrounding uses and will hopefully clean up this area and provide some landscaping adjacent to the Virgin River trail. PC recommends approval.
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

Zone Change

PLANNING COMMISSION AGENDA REPORT: **05/10/2016**
CITY COUNCIL AGENDA: **06/02/2016**

ZONE CHANGE

Case No. 2016-ZC-021

Request:	Consider a Zone Change from R-4 (Multiple-Family) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to C-3 (General Commercial) and OS (Open Space).
Owner:	City of St. George
Applicant:	Southern Utah Disaster Services
Location:	The property is generally located south of 476 E Riverside, behind the existing commercial building.
Acreage:	4.63
Existing Zoning:	R-4 (Multiple-Family), R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size), and C-3 (General Commercial).
Requested Zone:	0.17 acres to C-3 (General Commercial) and 4.46 acres to OS (Open Space). The applicant has approached the City to purchase a portion of the City property. The applicant intends to join the property with their commercial project to the north and utilize for storage. However, a zone change is required and the city is proposing the remaining portion be zoned OS.
General Plan:	COM (Commercial), HDR (High Density Residential), and FP (Flood Plain)
Adjacent zones:	North = C-3 South = R-1-10 West = R-4 East = R-1-10
Planning Commission:	Planning Commission recommends approval (7-0)
Options:	The City Council has several options: 1. Deny the zone change 2. Approve the zone change as presented

3. Table the zone change to allow for any additional information to be provided as determined.

EXAMPLE
Motion to Approve:

Note that any motion to approve this zone change would need to include:

The City Council approves to rezone R-4 (Multiple-Family) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to C-3 (General Commercial) and OS (Open Space) located south of 476 E Riverside, behind the existing commercial building.

ZONE CHANGE
ALL ZONES (*EXCEPT PD*)
APPLICATION & CHECKLIST

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

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

LEGAL OWNER(S) OF SUBJECT PROPERTY: CITY OF ST GEORGE

MAILING ADDRESS: 175 E 200 N

PHONE: 627-4000 CELL: \ FAX: \

APPLICANT: So. Utah Disaster Services
(If different than owner)

MAILING ADDRESS: 476 E. Riverside Dr. St. George, UT 84770

PHONE: [redacted] CELL [redacted] FAX:

EMAIL ADDRESS(ES): [redacted]

CONTACT PERSON / REPRESENTATIVE: JOHN WILLIS
(i.e. Developer, Civil Engineer, Architect; if different than owner)

MAILING ADDRESS:

PHONE: 627-4235 CELL: \ FAX: \

EMAIL ADDRESS(ES): john.willis@sgcity.org

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property and the surrounding areas.) Include a site plan suitable for presentations in public meetings. south of 476 E Riverside
east of apartments at 400 E Riverside

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

***NOTE: NO FEE FOR ACREAGE REZONED TO OPEN SPACE.**

OFFICE STAFF USE ONLY

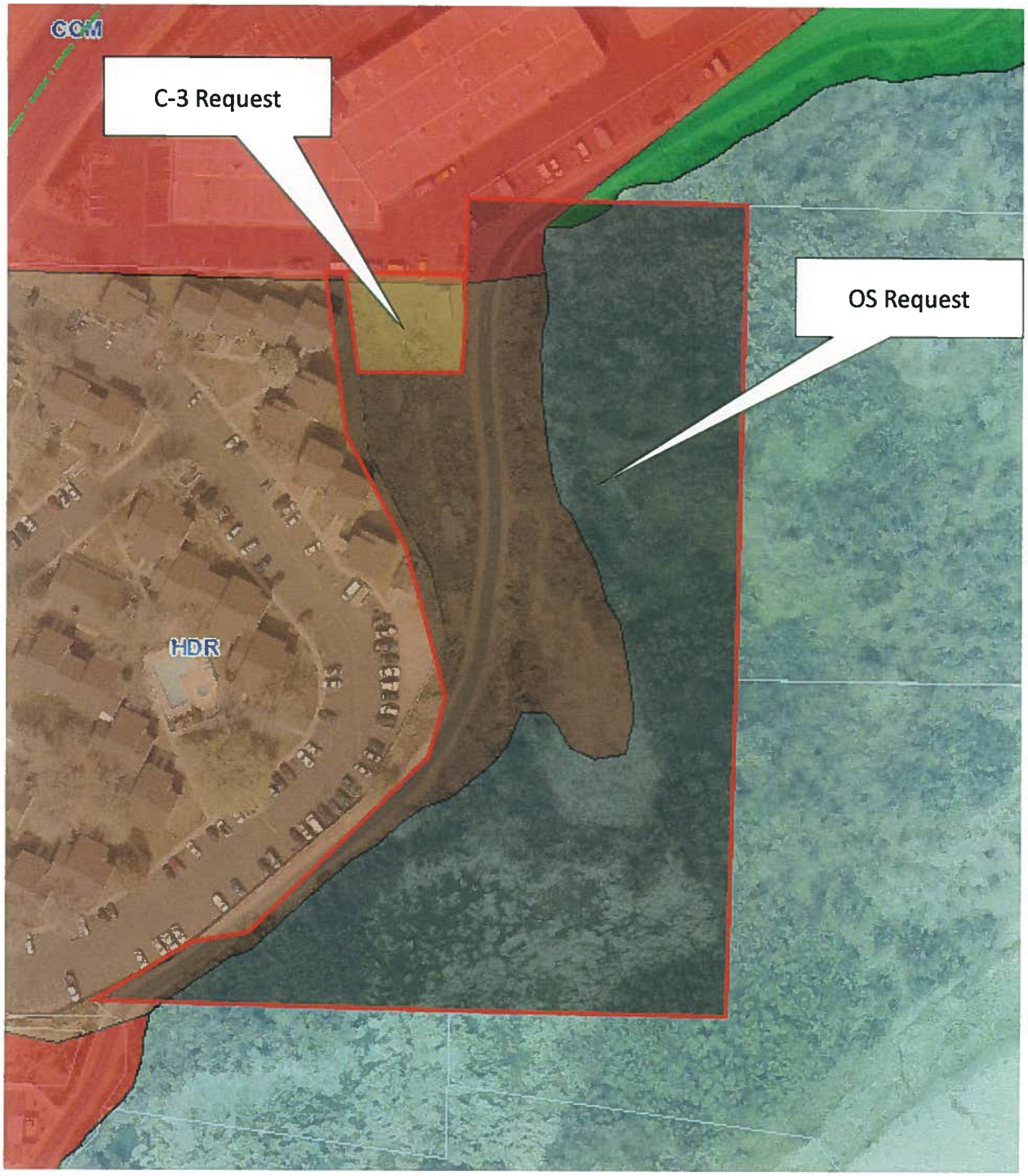
CASE #: 2016-ZC-021 FILING DATE: 4/14/16 RECEIVED BY: \ RECIEPT #: \

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

2016-ZC-021

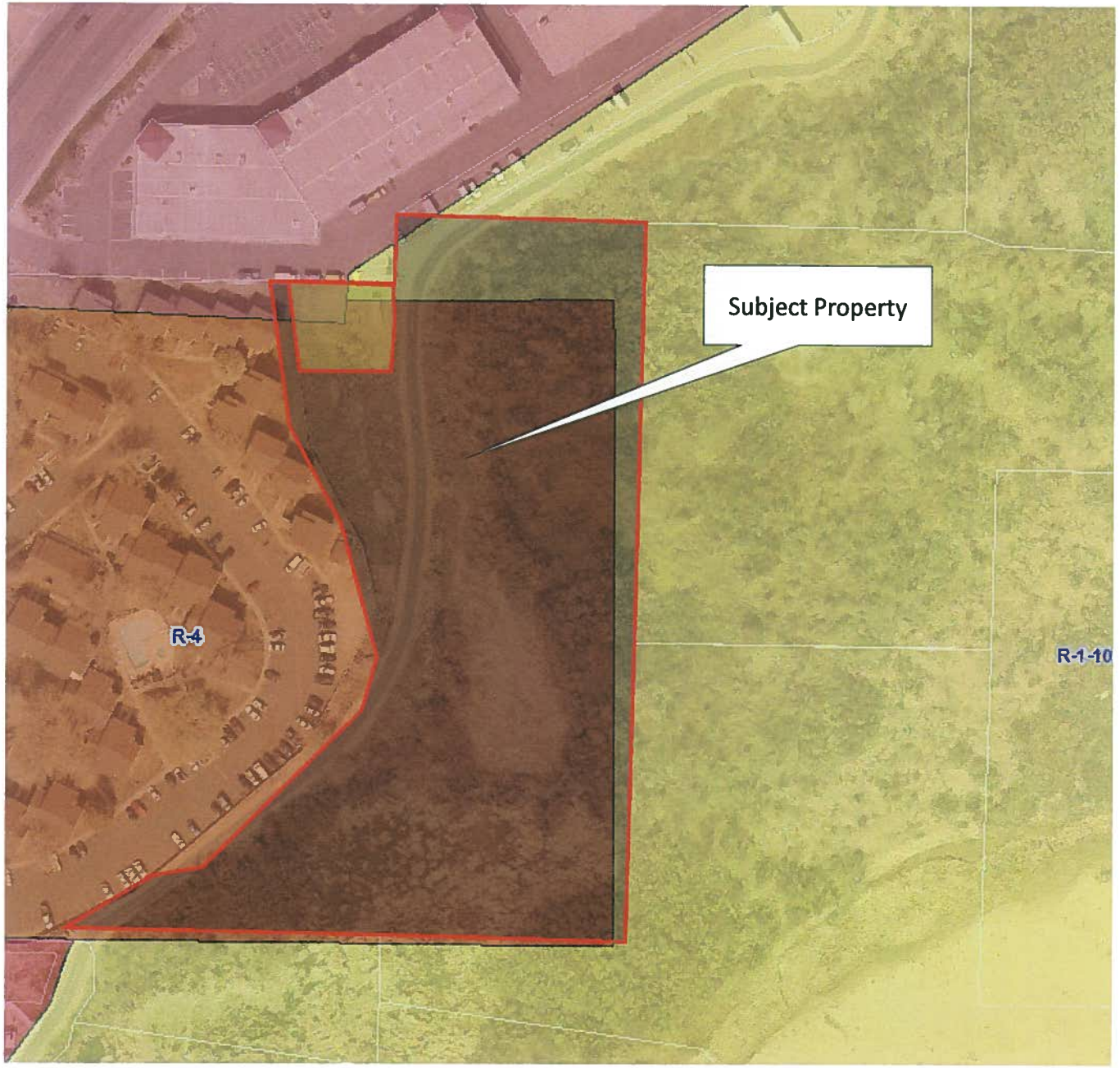
Request: Consider a Zone Change from R-4 (Multiple-Family) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to C-3 (General Commercial) and OS (Open Space).

Vicinity Map



General Plan

General Plan



Current Zoning

Applicant Exhibit

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE CHANGE FROM R-4 (MULTIPLE FAMILY) AND R-1-10 (SINGLE FAMILY RESIDENTIAL 10,000 SQ. FT. MINIMUM LOT SIZE), TO C-3 (GENERAL COMMERCIAL) ON APPROXIMATELY 0.17 ACRES AND OS (OPEN SPACE) ON APPROXIMATELY 4.5 ACRES. THE PROPERTY IS GENERALLY LOCATED SOUTH OF 476 EAST RIVERSIDE DRIVE

(Southern Utah Disaster Services)

WHEREAS, the property owner has requested a zone change from R-4 (Multiple Family) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size), to C-3 (General Commercial) on approximately 0.17 acres and OS (Open Space) on approximately 4.5 acres, and the property is generally located south of 476 East Riverside Drive behind an existing commercial building; and

WHEREAS, the City Council held a public hearing on this request on June 2nd, 2016; and

WHEREAS, the Planning Commission recommends approval of the requested zone change amendment; and

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

NOW, THEREFORE, BE IT ORDAINED, by the St. George City Council, as follows:
Section 1. Repealer. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from R-4 (Multiple-Family) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size), to C-3 (General Commercial) and OS (Open Space), and more specifically described on the attached property legal description, incorporated herein as Exhibit "A." The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 2nd day of June, 2016.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

C-3

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

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

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

Containing 7,172 square feet or 0.17 acres.

PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO.
4938716
BRANDON E. ANDERSON
STATE OF UTAH

April 13, 2016

Open Space

Exhibit A

Zone Change Description

Commencing at the South Quarter Corner of Section 31, Township 42 South, Range 15 West, Salt Lake Base and Meridian; thence 1,333.61 feet South 89°05'02" East and 1,357.82 feet North 00°54'58" East to the southeast corner of "476 East Riverside Center" as shown by Entry #713037, according to the official Plat thereof, on file and of record in the Washington County Record's Office, to the POINT OF BEGINNING; thence along said "476 East Riverside Center" Subdivision Plat North 01°19'23" East 49.70 feet; thence leaving said "476 East Riverside Center" Subdivision Plat South 88°39'40" East 250.24 feet; thence South 01°19'35" West 663.80 feet; thence North 88°39'41" West 519.53 feet; thence North 59°18'35" East 94.78 feet; thence North 79°41'05" East 46.17 feet; thence North 45°37'05" East 206.60 feet; thence North 14°44'35" East 50.30 feet; thence North 14°53'25" West 126.60 feet; thence North 28°33'25" West 102.90 feet; thence North 07°26'15" West 67.71 feet; thence South 88°38'50" East 83.31 feet; thence North 02°54'23" West 16.78 feet; thence North 03°42'56" East 63.32 feet to the POINT OF BEGINNING.

Containing 199,899.75 square feet or 4.5891 acres, more or less.

DRAFT

Agenda Item Number : 3B

Request For Council Action

Date Submitted	2016-05-23 11:10:33
Applicant	Mr. Steve Jennings
Quick Title	Public Hearing, Zone Change, and Ord to Amend the PD-C
Subject	Consider a zone change amendment to amend the PD-C (Planned Development Commercial) zone on approximately 12.50 acres to add Building 375 to the â€œPine View Plazaâ€ commercial center. The property is generally located along the south side of Red Cliffs Drive.
Discussion	The applicant is proposing an additional building to the existing commercial plaza. This is a PD amendment, therefore all aspects of the building and site will be reviewed. The site does conform to the landscaping and parking standards. Planning Commission recommends approval.
Cost	$0.00
City Manager Recommendation	Addition to the Pine View Plaza commercial development along Red Cliffs Drive. Planning Commission recommends approval.
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: **5/10/2016**
CITY COUNCIL SET DATE: **5/19/2016**
CITY COUNCIL MEETING: **6/2/2016**

ZONE CHANGE: PUBLIC HEARING
Building 375 Pine View Plaza
Case No. 2016-ZCA-022

Request: To amend the PD-C (Planned Development Commercial) zone on approximately 12.50 acres to develop Building No. 375.

Owner: Pineview Plaza LC

Representative: Mr. Steven Jennings

Background: This is a request to review the proposed site plan / landscape plan, elevations, renderings, colors, and materials for the proposed building (*with individual leased spaces / units*) pursuant to Section 10-8-3, 10-8-4, and 10-8-6.

Area: Approx. 1.50 acre commercial center.

Property: Located on the south side of Red Cliffs Drive.

Current Zones: PD-C (Planned Development Commercial)

General Plan: COM (Commercial)

Building 375: The building footprint will be 2,800 sq. ft.

Height: This is a single story building and the maximum height will be less than 35 feet (it appears to be approximately 24 feet high).

Setbacks: The required PD-C setbacks are:
F = 25 ft., Street Side = 25 ft., Side = 10 ft., and R = 10 ft.

The building appears to meet and exceed the required setbacks and will be verified during the SPR (Site Plan Review) process. .

Parking:

Building No. 375 will be 2,800 sq. ft.; 1,800 sq. ft. will be for a restaurant use and 1,000 sq. ft. for a retail use.

The St. George Municipal Code for restaurants requires 10 spaces minimum or 1 space for each 100 square feet of gross floor area, whichever is greater, plus 1 space for each 100 square feet of outdoor seating. At 1,800 / 100 = 18 spaces

The retail portion of the building will be 1,000 sq. ft. Because this commercial center has more than 500 spaces, the parking may be calculated at 1:500; 1,000 / 500 = 2 spaces.

The total required parking count for the building will be 20 spaces.

See the attached parking calculations for this commercial center which demonstrates parking is met and exceeded.

All proposed parking space sizes are 9 ft x 18 ft.

During SPR staff will verify parking is met per City Ordinance.

Landscaping:

Per Section 10-25-4.B of the City of St. George Municipal Code, a landscape strip outside the public right of way along the front of the public streets, not less than 6 ft. and an average of at least 15 ft. wide shall be landscaped.

As presented, the landscaping along Red Cliffs Drive frontage appears to meet the requirements and staff will verify this during the SPR process.

Colors and Materials:

The building materials and colors will be similar to and compatible with those in the existing commercial center.

P.C. Motion:

The Planning Commission made a motion to recommend approval.

The Planning Commission recommends approval of the zone change amendment to amend the PD-C (Planned Development Commercial) zone on approximately 12.50 acres to develop Building No. 375 (a restaurant and retail building) with associated landscaping and parking as presented and recommends the following conditions and comments:

1. Zoning - Approve the PD-C zone change amendment on 12.50 acres.

2. Uses – This use is in harmony with the previously approved uses list for 'Pine View Plaza' on 12.50 acres.

3. Site Plan – The conceptual layout as presented is approved.

4. Colors & Materials – As presented the colors and materials are recommended for approval.

5. Setbacks – Setbacks shall meet the Zoning Ordinance (*staff will confirm during the SPR process*).

6. Landscaping – The applicant shall provide landscaping along Red Cliffs Drive in compliance with the Landscape Ordinance (10-25).

7. Lighting - Provide a photometric plan with submittal of the SPR and demonstrate that lighting will not exceed 1 ft candle at property line and not exceed 15 ft candle on site. Dark sky style lighting fixtures shall be used to avoid a nuisance as seen from adjacent residential neighborhoods and surrounding community.

8. SPR – Upon approval of the zone change, the applicant shall submit an application for a SPR (Site Plan Review) along with the required civil engineering plan set which may include but not be limited to: cover sheet, site plan, grading plan, erosion control plan, utility plan, landscape plan, irrigation plan, and photometric plan.

9. Merge Lots – The applicant shall legally merge the lots subject to Legal Department review.

Narrative Letter

JMI PROPERTY SERVICES
335 East St George Blvd #301
St George, UT 84770
P | (435) 688-9740 F | (435) 688-9741
www.jmips.com

April 15, 2016

City of St. George Planning and Zoning
c/o John Willis
175 East 200 North
St. George, UT 84770

Re: Pineview Plaza Commercial Center - Lot Merger/Easement Abandonment

To Whom it May Concern:

Attached to this letter is a completed PD Zone Change Appplication with pertinent information included as requested previously in planning staff meeting.

Pineview Plaza, LC has received a request from several prospective tenants to construct an additional small building in the Pineview Plaza Commercial Center located at 2376 E. Red Cliffs Drive. We are proposing to construct a building approximately 2,800 square feet in size at the location outlined on the attached drawing.

The area of disturbance would be approximately 125 feet by 200 feet. The building would be constructed to accommodate two tenants, one of which (1,800 s.f.) would be a restaurant. We have done a revised parking analysis of the commercial center which is also attached. Our analysis indicates that, at completion, we will still have more parking than required by City Ordinance for the project.

We respectfully ask for approval of this addition to the project. Should you have additional questions or require additional information, please don't hesitate to contact me at your convenience.

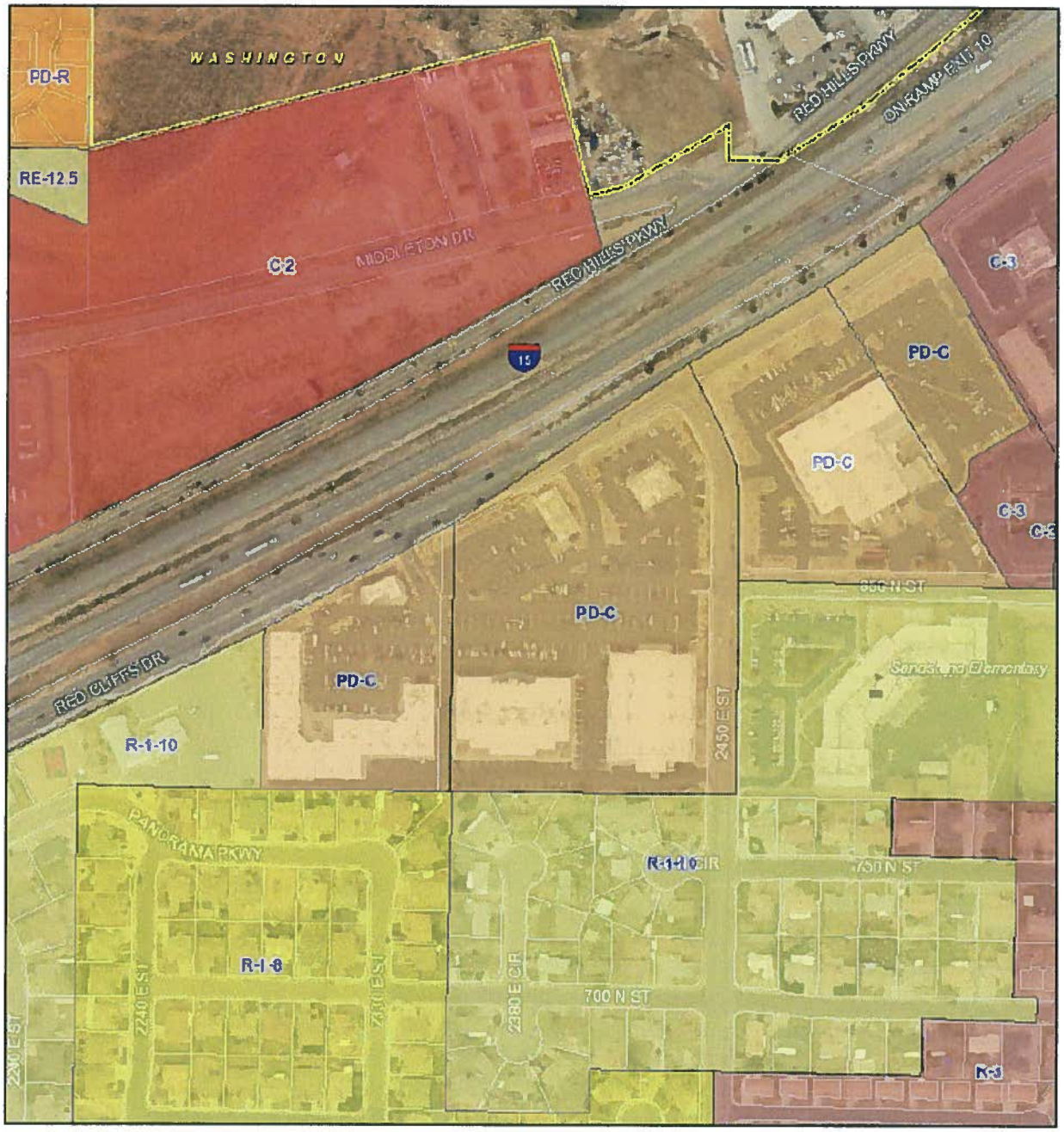
Sincerely,

Steven Jennings, President

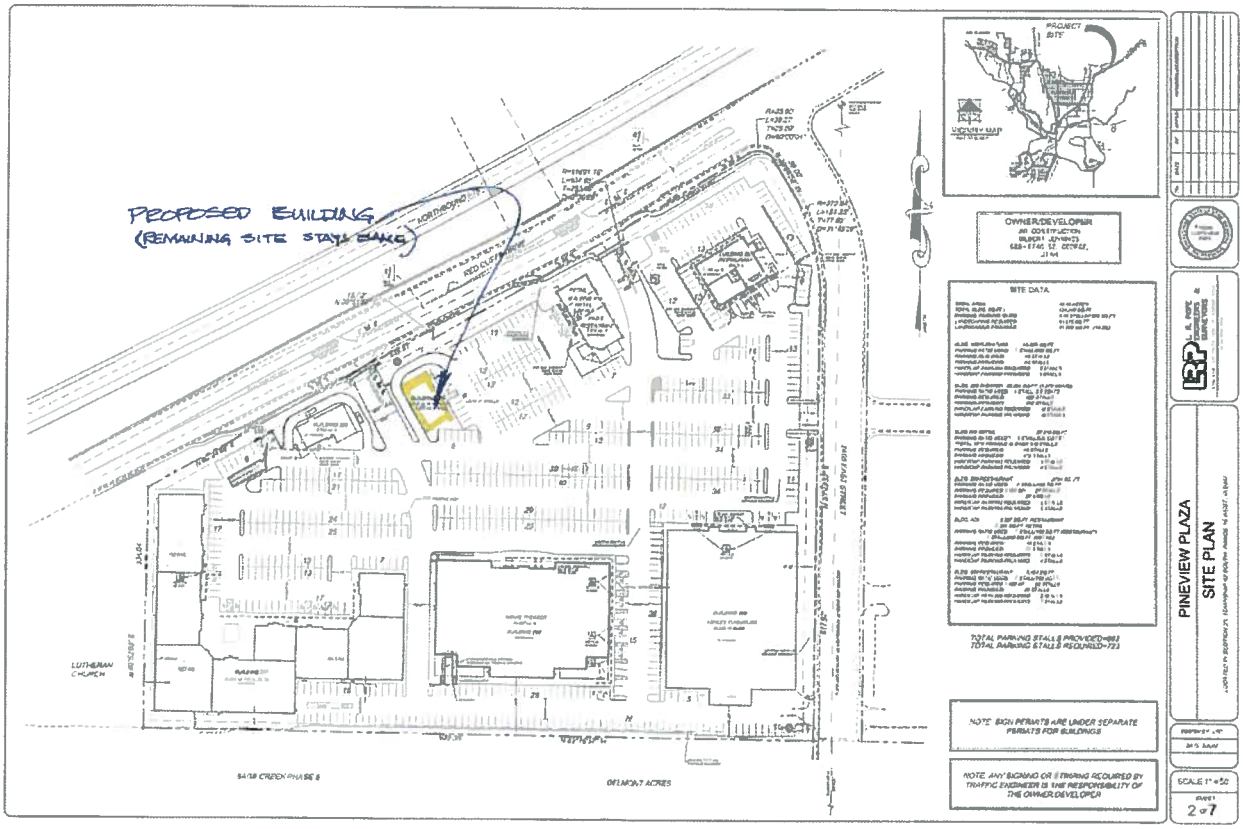
Aerial

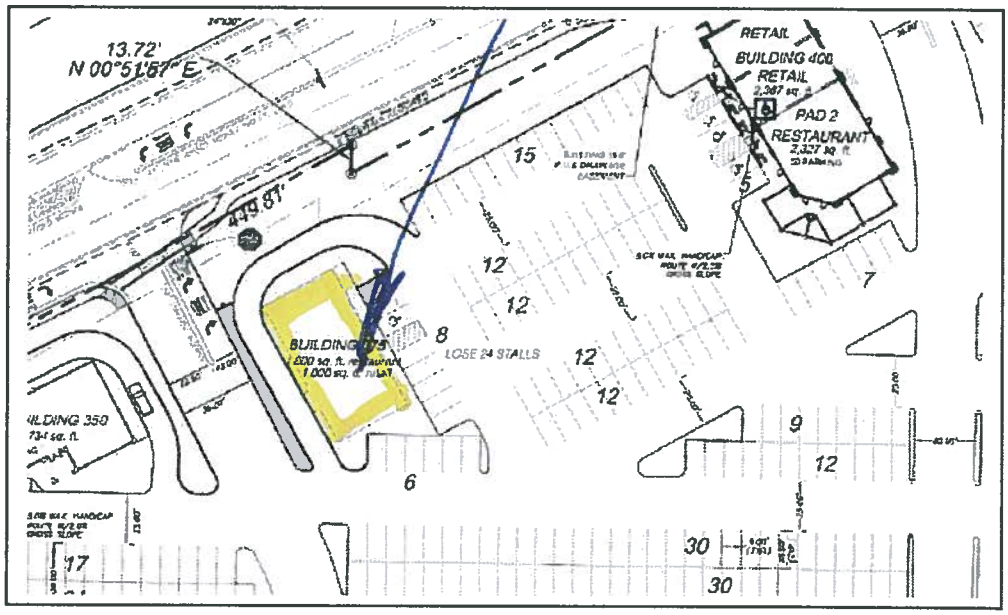
WASHINGTON
RED HILLS PKWY
ON RAMP EXIT 10
MIDDLETON DR
RED HILLS PKWY
15
850 N ST
RED CLIFFS DR
2450 E ST
PANORAMA PKWY
750 N CIR
730 N ST
2240 E ST
2310 E ST
2380 E CIR
700 N ST
2200 E ST
650 N ST

Zoning


WASHINGTON
PD-R
RE-12.5
C-2
MIDDLETON DR
RED HILLS PKWY
RED HILLS PKWY
ON RAMP EXIT 10
15
C-3
PD-C
PD-C
C-3
C-3
PD-C
PD-C
RED CLIFFS DR
R-1-10
2450 E ST
Sandstone Elementary
PANORAMA PKWY
R-1-10
750 N ST
R-1-8
2240 E ST
2380 E CIR
700 N ST
2240 E ST
R-3

Overall Site Plan





Renderings

Materials and Colors

Parking Calculations

Pineview Plaza Parking

Building 370 Addition to Commercial Center
Required vs Provided Parking

Total Area		12.50	Acres
Total Bldg Sq Ft		134,242	Sq Ft
Overall Parking Ratio		5.98	stalls/1000 sq ft
Landscaping Required		81,675	Sq Ft
Landscaping Provided		81,685	Sq Ft
Bldg 100 - Furniture		**40,525**	**Sq Ft**
Parking Ratio Used		1	stall/600 sq ft
Parking Required		68	stalls
Parking Provided		68	stalls
Handicap Parking Required		3	stalls
Handicap Parking Provided		4	stalls
Building 200 - Theatre (1,535 seats)		**32,375**	**Sq Ft**
Parking Ratio Used		1	stall/3.5 seats
Parking Required		439	stalls
Parking Provided		450	stalls
Handicap Parking Required		18	stalls
Handicap Parking Provided		18	stalls
Building 300 Retail		**46,518**	**Sq Ft**
	Restaurant	4,490	
	Retail	42,028	
Parking Ratio Used	Restaurant	1	stall/100 sq ft
	Retail	1	stall/500 sq ft*
* Total Site Parking is over 500 Stalls			
Parking Required		129	stalls
Parking Provided		152	stalls
Handicap Parking Required		8	stalls
Handicap Parking Provided		8	stalls
Building 350		2,734	**Sq Ft**
	Restaurant	1,518	
	Retail	1,216	
Parking Ratio Used	Restaurant	1	stall/100 sq ft
	Retail	1	stall/500 sq ft
Parking Required		18	stalls
Parking Provided		27	stalls
Handicap Parking Required		2	stalls
Handicap Parking Provided		2	stalls
Building 370			**Sq Ft**
	Restaurant	1,800	
	Retail	1,000	
Parking Ratio Used	Restaurant	1	stall/100 sq ft
	Retail	1	stall/500 sq ft
Parking Required		20	stalls
Parking Provided		20	stalls
Handicap Parking Required			stalls

Handicap Parking Provided			stalls
Building 400			
	Restaurant	2,758	
	Retail	2,102	
Parking Ratio Used	Restaurant	1	stall/100 sq ft
	Retail	1	stall/500 sq ft
Parking Required		32	stalls
Parking Provided		33	stalls
Handicap Parking Required		2	stalls
Handicap Parking Provided		4	stalls
Building 500 - Restaurant		5,164	
Parking Ratio Used		1	stall/100 sq ft
Parking Required		52	stalls
Parking Provided		52	stalls
Handicap Parking Required		2	stalls
Handicap Parking Provided		3	stalls
Total Parking Stalls Provided		**778**	
Total Parking Stalls Required		**757**	
Extra Parking		**21**	

Application

PD ZONE CHANGE
PLANNED DEVELOPMENT (PD)
APPLICATION & CHECKLIST

APPLICATION FOR A ZONE CHANGE AS PROVIDED BY THE
CITY OF ST. GEORGE ZONING ORDINANCE
CITY OF ST. GEORGE, UTAH

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

LEGAL OWNER(S) OF SUBJECT PROPERTY: Pineview Plaza, LC

MAILING ADDRESS: 335 E. St. George Blvd., Ste. 301

[redacted]

APPLICANT: _____
(If different than owner)
MAILING ADDRESS: _____

PHONE: _____ CELL: _____ FAX: _____

EMAIL ADDRESS(ES): _____

CONTACT PERSON / REPRESENTATIVE: Steven Jennings
(i.e. Developer, Civil Engineer, Architect; if different than owner)
MAILING ADDRESS: Same as above

[redacted] FAX: _____

EMAIL ADDRESS(ES): steve@jmips.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property and the surrounding areas.) Include a **colored** site plan and **colored** landscape plan, and **colored** elevation drawings (all four sides) suitable for presentations in public meetings. 2376 E. Red Cliffs Dr., Pineview Plaza Commercial Center

The Zone Change becomes effective on the hearing date if approved by the City Council. A PD (Planned Development Residential Zone *is approved for a period of 18 months only* unless building permits have been issued and the project commenced prior to 18 months from the above hearing date.

OFFICE STAFF USE ONLY

CASE #: 20___-ZC-___ FILING DATE: _____ RECEIVED BY: _____ RECIEPT #: _____

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

II. ADDITIONAL INFORMATION

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

1. What is the present zoning on the property? PD Commercial
2. What zone or zones are requested by this application? PD Commercial
3. Is the zone change in harmony with the present City General Plan? Yes X No _____
4. If no, what does the City General Plan propose for the subject property? _____
   *(If the application is not in harmony with the City General Plan, a General Plan Amendment hearing will be required prior to the zone change request. General Plan Amendment hearings are held **four (4) times per year** in January, April, July, and October. A General Plan Amendment application can be obtained from the Community Development Department or online at http://www.sgcity.org/commdev/forms.php)*
5. Total acreage of proposed zone change: N/A - 3,000 s.f. building.
6. Are there deed restrictions against the property that might affect the requested zone change?
   Yes _____ No X
   A copy of the deed restrictions, if any, may be submitted in support of the application and shall be submitted if contrary to the request zone change.
7. Has a Traffic Impact Study or Traffic Analysis been completed to determine any traffic impacts?
   Yes_____ No X
   ***IF YES**, submit the Traffic Impact Study with the application for review by Traffic Engineering.*
   ***IF NO**, a Traffic Impact Study will be required (if determined necessary at Planning Staff Review) to be submitted with the application and reviewed prior to approval by the City Council.*
8. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes X No _____
   Please describe the projected demand for utility services: _____
   Water/Sewer/Power and other necessary utility structures already located on site.

III. SUBMISSION CHECKLIST FOR PD (PLANNED DEVELOPMENT) ZONE

(A COMPLETE ZONE CHANGE APPLICATION MUST BE SUBMITTED A MINIMUM OF 3 WEEKS PRIOR TO THE NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING)

Development/Project Name Pineview Plaza
(Project name must be previously approved by the Washington County Recorder & City Planning Department)
Developer/Property Owner Pineview Plaza, LC Phone No. _____
Contact Person/Representative Steven Jennings [redacted]
Licensed Surveyor Reid Pope [redacted]

PD ZONE CHANGE PROCEDURE

Step #1 **Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call Community Development at 627-4206 to be scheduled for this meeting.**
Note: Call at least one day in advance to schedule.

Step #2 **Document Submission Checklist***

Legal Description Documents:
Submit the following documents: (These documents must be prepared by a licensed surveyor)

- ☐ 1. Described bearings on all documents must be rotated to HCN;
- ☐ 2. Legal description prepared on 8-1/2" x 11" sheet and signed by a licensed Surveyor;
- ☐ 3. Minimum size 8-1/2" x 11" graphical representation of Survey Boundary;
- ☐ 4. Legal description and Surveyed Site Plan (Record of Survey) drawing in DWG format on a CD for the GIS Department;
- ☐ 5. 24"x36" Surveyed Site Plan (Record of Survey) drawing sheet(s) for meeting exhibit

Other Submission Documents:

- ☐ 6. This Zone Change application form completed and signed;
- ☐ 7. Appropriate** **Filing Fee:** **$500 (filing fee and 1st acre) + $50.00 per acre for 2-100 acre and $25 per acre 101-500 and $10.00 per acre 501-plus**
- ☐ 8. County ownership plat with boundary of zone change outlined;
- ☐ 9. List of property owners within 500' and two sets of mailing labels;
- ☐ 10. **Colored** Site Plan & Landscape Plan – minimum size 24" x 36";
- ☐ 11. Building elevation(s) – **Colored** renderings, all four building sides;
- ☐ 12. **Board mounted** materials and color samples (i.e. roof tile samples, stucco samples, stone samples, and paint color swatches, etc.);
- ☐ 13. For buildings over 35' ft in height also provide a **colored photo simulation;**

- ☐ 14. 8-1/2" x 11" reduction of the site plan, landscape plan, and building elevations;
- ☐ 15. Written text (as outlined in Zoning Ordinance Chapter 8, Section 10-8-4);
- ☐ 16. CD with the above images in JPEG, BMP or TIFF format and the written text in PDF format

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

****Note:** ***There is NO FEE for acreage rezoned to Open Space***

Step #3 Planning Commission and City Council Hearings

Planning Commission usually meets the 2nd and 4th Tuesday of the month at 5:00 p.m. All applications, the legal description and surveyed site plan drawing (Record of Survey) must be complete and submitted at least 3 weeks prior to the meeting. Incomplete or inaccurate applications **will not** be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing.

Hearing Dates:

Planning Commission_____
City Council Set Date_____
City Council Hearing Date_____
Council Action_____

Filing Fee: $500 (filing fee and 1st acre) + $50.00 per acre for 2-100 acre and $25 per acre 101-500 and $10.00 per acre 501-plus - NO FEE for acreage rezoned to Open Space

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IV. COMMENTS

1. Please be aware that, if determined necessary by City staff, Planning Commission and the St. George City Council, additional information and/or special studies may be required to review the project. These may include, but not be limited to: Additional Color Renderings, Photo simulations, Computer fly-bys, Site Section Cuts, Color 'Bird's Eye' renderings, and additional color swatches and building materials.

_____

_____

2. Until the following information is submitted, your application will be considered incomplete:

_____

_____

3. Required site improvements such as pavement for parking areas, curb and gutter, privacy walls, landscaping, storm drain facilities, and all other improvements required under City Ordinance shall be completed prior to

the issuance of a certificate of occupancy or approval for permanent electric power service. In the event such improvements cannot be completed prior to receiving permanent or a certificate due to weather conditions or other unusual circumstances, a financial guarantee in the form of a cashiers check, bond, escrow, or other financial guarantee acceptable to the City attorney shall be provided to the City guaranteeing that such improvements will be fully completed within ninety (90) days of the issuance of permanent power and/or a certificate of occupancy.

V. APPLICANT AGREEMENT

We the undersigned applicant(s) _____

(is)(are) the owner(s) _____

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

Signature	Address
Signature	Address
Signature	Address
Signature	Address
Signature	Address

Attach additional sheets if necessary for additional owners.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE PINE VIEW PLAZA PLANNED DEVELOPMENT COMMERCIAL (PD-C) SUBDIVSION BY ADDING BUILDING 375 ON APPROXIMATELY 12.50 ACRES

WHEREAS, the property owner has requested a zone change amendment to the Pine View Plaza Planned Development Commercial (PD-C) subdivision, generally located on the south side of Red Cliffs Drive on approximately 12.50 acres; and

WHEREAS, the City Council held a public hearing on this request on June 2, 2016; and

WHEREAS, the Planning Commission also reviewed the petition, and held a public hearing, and recommended approval; and

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

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

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

Section 2. Enactment. The Pine View Plaza Planned Development Commercial (PD-C) subdivision is hereby ordered to be amended to include Building 375 on approximately 12.50 acres located on the south side of Red Cliffs Drive, specifically described on the attached property descriptions, Exhibits "A" and "B," incorporated herein. The zone change must comply with all conditions, requirements, and restrictions as approved by City Council, including, but not limited to, meeting parking requirements specific to the use now and in the future, and merging the two lots at the site of Building 375.

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 as required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this 2nd day of June 2016.

ATTEST:

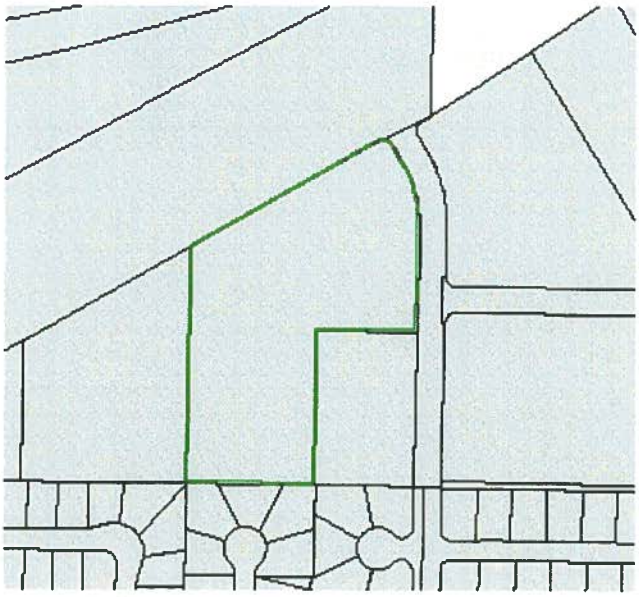
_____ _____

Jonathan T. Pike, Mayor Christina Fernandez, City Recorder

Exhibit "A"

Account Number 0033251
Parcel Number SG-5-2-21-11231
Tax District 08 - St George City
Acres 6.53
Situs 2376 E RED CLIFFS DR , ST GEORGE
Legal S: 21 T: 42S R: 15W BEG NE COR LOT 1 DELMONT ACRES SUB PLAT A BEING N0*36'06 W 1329.60 FT ALG SEC/L & S89*17'25 W 25 FT FM E1/4 COR SEC 21 T42S R15W; TH N0*36'06 W 617.97 FT ALG W LN 2450 EAST ST TO PT OF 272.84 FT RAD CUR LFT; TH NWLY 151.23 FT ALG ARC SD CUR & W LN 2450 EAST ST; TH N32*21'36 W 50 FT ALG W LN 2450 EAST ST TO PT OF 25 FT RAD CUR LFT; TH NLY & WLY 39.27 FT ALG ARC SD CUR TO RVSE CUR RGT & S LN FRTG RD RAD BEARS N33*26'04 W 11601.16 FT; TH SWLY 507.83 FT ALG ARC SD CUR & S LN FRTG RD; TH S0*33'41 E 547.25 FT TO 1/16 LN; TH N89*17'25 E 534.58 FT ALG 1/16 LN TO POB. JM & S JENNINGS 13.0315 INT; PINEVIEW PLAZA L C 61.9886 INT; AJENDA CORP 24.9799 INT
Parent Accounts
Parent Parcels
Child Accounts 0712425
Child Parcels SG-5-2-21-1134

Name PINEVIEW PLAZA L C
335 E ST GEORGE BLVD
STE 301
SAINT GEORGE, UT 84770



Combined with

Account Number 0338635
Parcel Number SG-5-2-21-1124
Tax District 08 - St George City
Acres 3.98
Situs 2376 E RED CLIFFS DR #350-B , ST GEORGE
Legal S: 21 T: 42S R: 15W BEG AT PT ON N LN OF SAGE CREEK PH 5, SD PT BEING N0*49'32" E 1329.60 FT ALG SEC/L & N89*16'57" W 559.58 FT FM E1/4 COR OF SEC 21 T42S R15W; TH N89*16'57" W 387.78 FT TO PT S89*16'57" E 379.32 FT ALG 1/16 LN FM SW COR NE1/4 NE1/4 SD SEC 21; TH N0*52'03" E 334.04 FT TO PT ON SLY R/W/L FOR RED CLIFFS DR; TH N60*24'58" E 449.81 FT ALG SD R/W/L; TH LEAV RED CLIFFS DR RN S0*51'57" W 560.99 FT TO POB.

Name PINEVIEW PLAZA L C
335 E ST GEORGE BLVD STE 301
SAINT GEORGE, UT 84770

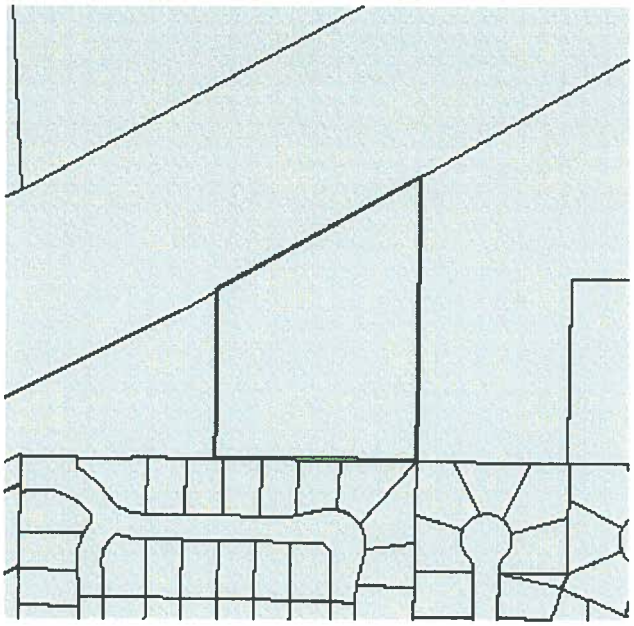


Exhibit "B"
Furniture Store Parcel

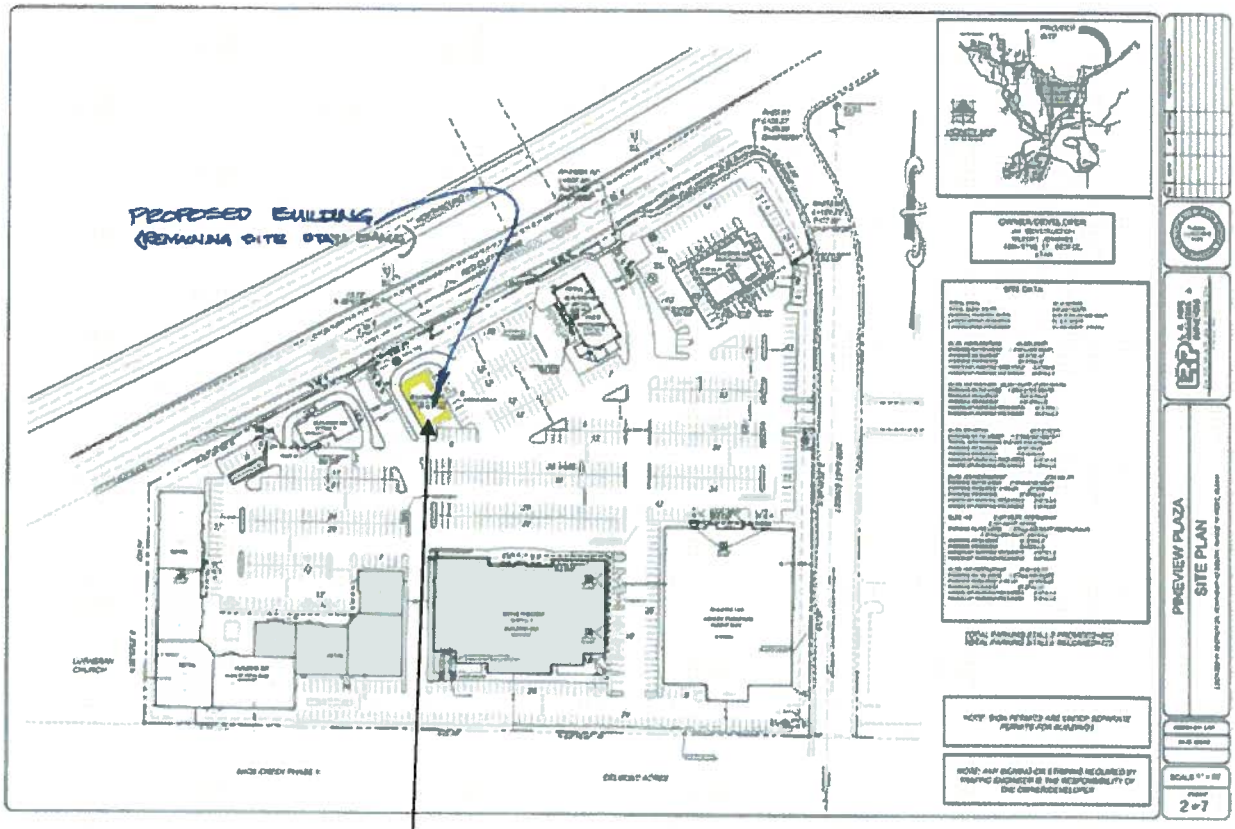
PARCEL 1:

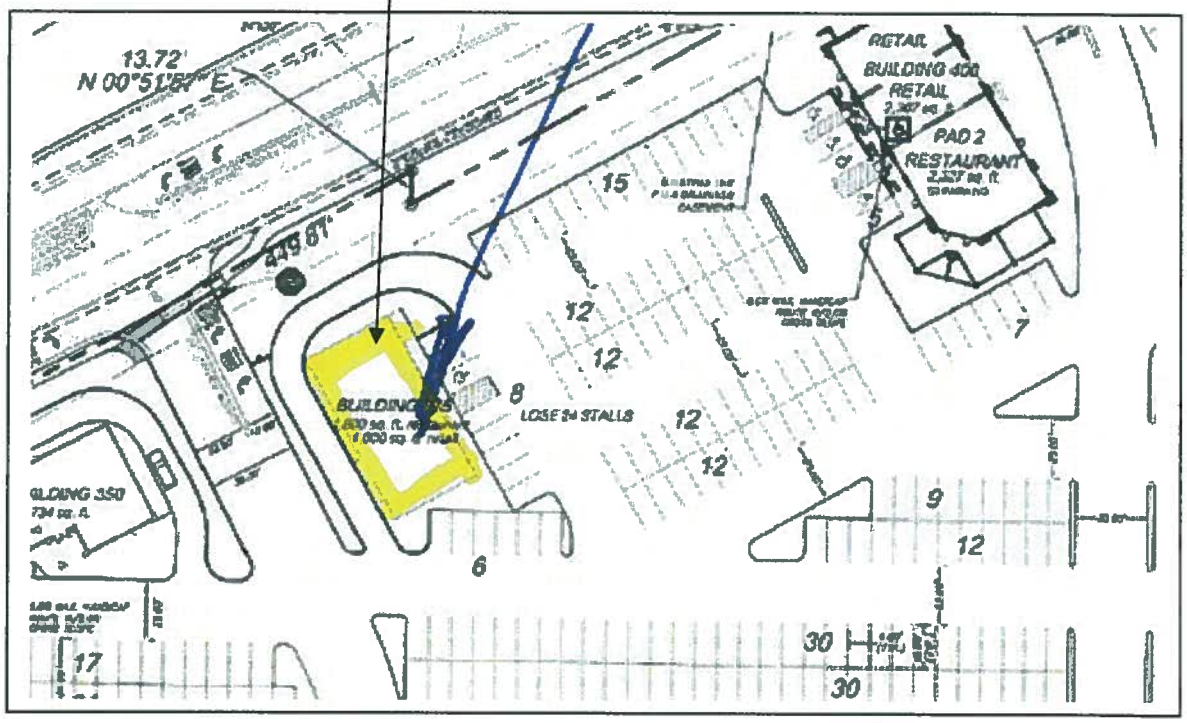
Beginning at the Northeast Corner of Lot 1, DELMONT ACRES SUBDIVISION Plat "A", as recorded in the Washington County Recorder's Office, said point being North 0 49'32" East 1329.60 feet along the Section line and South 89 16'57" West 25.00 feet from the East Quarter Corner of Section 21, Township 42 South, Range 15 West, Salt lake Base and Meridian and running thence North 89 16'57" West 237.00 feet along the North boundary of DELMONT ACRES; thence North 0 49'32" East, 367.82 feet; thence South 89 10'28" East, 237.00 feet to a point on the West right of way line for 2450 East Street; thence South 0 49'32" West, 367.37 feet along said right of way line to the point of beginning.

(Ashley Furniture Parcel)
(Part of Pine View Plaza)

Approximately 2 acres

(New proposed building shown)





DRAFT

Agenda Item Number : 3C

Request For Council Action

Date Submitted	2016-05-23 11:33:01
Applicant	Mr. Corbin Church, Church Properties LLC,
Quick Title	Public Hearing Zone Chng & Ord to Amnd PDR and rezone R3 to PDR
Subject	This is a request to consider a zone change from R-3 (Multiple Family) to PD-R (Planned Development Residential) for phase 2 and amending the existing PD-R for phase 3 on approximately 16.78 acres. The proposal is to consider a 20 unit townhouse and 43 single family patio houses for Phase 3 on 10.05 acres, as well as, allow short term rentals for proposed and existing units. The project is called â€œThe Joshuasâ€ and is located along Tonaquint Drive north of the Southgate Golf Course.
Discussion	The Planning Commission spent considerable time reviewing and hearing public comment. Most of the discussion was regarding concerns with the short term rentals. Planning Commission recommended approval (4-2).
Cost	$0.00
City Manager Recommendation	Lots of public debate on this item. A summary of the concerns received so far from the neighbors and residents in the area will be given at the meeting.
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

Zone Change

PLANNING COMMISSION AGENDA REPORT: 02/23/2016 (Tabled)
PLANNING COMMISSION AGENDA REPORT: 03/22/2016
PLANNING COMMISSION AGENDA REPORT: 05/10/2016
CITY COUNCIL AGENDA: 06/02/2016

ZONE CHANGE AMENDMENT
The Joshuas
Case No. 2015-ZC-037

Background: This item was recommended for approval at the 3/22/2016 Planning Commission meeting. However, prior to being heard by the City Council, staff had several residents' state they did not receive the notices. After reviewing the noticing labels, a portion of the residents within the 500' was not noticed. Therefore, the application is being reheard with the correct noticing. Further, the applicant has made modifications to the site plan and has modified the location of the townhouses. Additional modifications include a two-story single family elevation for consideration.

Request: This is a request to consider a zone change from R-3 (Multiple Family) to PD-R (Planned Development Residential) for phase 2 and amending the existing PD-R for phase 3on approximately 16.78 acres. The proposal is to consider a 20 unittownhouse and 43 single family patio houses for Phase 3 on 10.05 acres, as well as, allowshort term rentals for proposed and existing units.

Project Name: "The Joshuas at Southgate"

Owner: Church Properties LLC
7433 South 3500 East
Salt Lake City, UT 84121

Applicant: Mr. Corbin Church, Church Properties

Representative: Ms. Brandee Walker, Bush &Gudgell

Location: This site is locatedalong Tonaquint Drive north of the Southgate Golf Course.

APN(s): SG-6-3-1-3013 (Vacant – one property)(10.05 acres)
SG-JSG-1-1 thru SG-JSG-1-64 (individual properties - typ. about 0.05 ac. each)

Acreage: 16.78 acres(6.73 acres existing Phase 2 and 10.05 acres proposed Phase 3).

General Plan: MDR (Medium Density Residential)

Existing Zoning: The existing zoning is R3 and PD-R

Adjacent Zoning:
North (across Tonaquint Drive) = PD-R, PD-C, R-1-8
South = OS and R3
West = R3
East = R3

General Plan: Medium Density Residential (MDR) 5 to 9 dwelling units per acre. Units for this site could range from 50 to 90 dwelling units. Applicant is proposing 63 units for Phase 3.

Project: The applicant is proposing an amendment to the existing PD-R zoning, which includes single-familydetached pad homes and townhouses on 10.05 acres. Single family property ownerswill have ownership of a private pad with common area surrounding the private pad. This is the same type of development that exists in phase one and two of the Joshuas of Southgate.

The townhouses will be two-stories and will consist of buildings with four units per building. Each unit will have a two car garage and platted for individual ownership. The applicant has revised the location of two townhouse buildings, which were previously located along the golf course and replaced with single-family pads. The new layout moved the four unit townhouses to the east side of the property. In addition, the applicant reduced the number of units by one and is proposing two story single-family house elevations.

The applicant is proposing to continue the phase 1 and 2 private streets to access the units. A privacy wall will be built along Tonaquint Drive with a 10' landscape strip. As part of the proposal, the applicant is requesting short term rentals for the existing homes in phase 2 and future phase 3.

Units: 43 single family and 20 townhouses

Density: 6.28 du/ac. According to PD regulations, density shall conform to the limitations set forth in the General Plan, which is 5 to 9 dwelling units per acre.

Parking: Off Street Parking Requirements, require two parking spaces per unit, with one being covered and the site is meeting those standards. Each unit will have a480 square feet, two vehicle garage, which complies with the parking requirement and counts as two parking spaces. In addition, one guest parking space per three units is required. Therefore, 21 guests parking are required and provided.

Landscaping: The project will need to comply with the Landscape Ordinance (Ord. 10-25), additionally according to the Planned Development ordinance, 30% of the site must be landscaped and half of the landscaping must be in the form of live vegetation.The applicant is proposing 33.9%, which conforms to the ordinance. Total open space for phase 2 and 3 is 43.2%.

Recreational Area: As per Ord. 10-8-5(K), (1,000 sq. ft. for the first 5 units and 200 sq. ft. for every unit after the first five) the applicant is required to provide at least 12,600 sq. ft. and proposing 15,295 sq. ft. The applicant is exceeding the required amount of sq. ft. of recreational space. The existing phase 2 also complies with the recreation requirement, providing 12,205 sq. ft. and 9,000 sq. ft. is required.

Narrative: A written text was provided in compliance with Ord. 10-8-4 (see attached). Each proposal has its own narrative.

Streets: The project will be served by 29' private streets. Phase 1 and 2 are accessed by a private drive and the applicant is proposing to extend and continue private streets.

Building Heights: Townhouses will be two-stories and will not exceed thirty five feet (35') in height. The single family homes will be the same architecture as the existing phases.

Short Term Rentals: The applicant is proposing short term rentals and the zoning ordinance has specific requirements regarding approval. In order to qualify for short term rentals, 100 percent (100%) consent from the existing property owners must be met (Phase 2), a minimum of 100 units, and a recreation component must be provided.

Ordinance: **10-14-22 "Short Term Leases and Residential Properties"**

C. Definitions: As used in this section, the following words and terms are defined as follows. Words in the singular number include the plural, and those in the plural include the singular:

SHORT TERM RESIDENTIAL RENTAL PROPERTY: Property which is used by any person or entity, for hostel, hotel, inn, lodging,

motel, resort or other transient lodging uses where the term of occupancy, possession or tenancy of the property by the person is for twenty nine (29) consecutive calendar days or less, for direct or indirect remuneration. For this section, "remuneration" means compensation, money, rent or other consideration given in return for occupancy, possession or use of real property.

D. Requirements: Short term residential rental properties are prohibited in all residential zones, mobile home zones, agricultural zones, and residential planned development zones, unlessthe property satisfies the requirements enumerated in this subsection.

1. Planned Development (PD) Zone Requirements: Short term residential rental properties are permitted within a PD zone and may be approved by the city council if the requirements set forth herein are satisfied. Amending a PD zone to allow short term rentals shall constitute a significant change to the PD zone and thus require a zone change amendment as required in section 10-8-10 of this title. If a PD zone is amended to include short term residential rental properties as a permitted use, all final plats and covenants, conditions and restrictions (CC&Rs) which have been recorded shall be amended to include a note indicating that short term residential rental properties are a permitted use.

a. Short term residential rental properties may be a permitted use within a PD zone if all the following criteria are satisfied:

(1) The PD zone shall designate specific areas or phases within the zone where short term residential rental properties are permitted.

(2) A minimum of one hundred (100) dwelling units shall be approved in the PD zone's master plan.

(3) The PD zone shall have a regulation eighteen (18) hole golf course or it shall contain recreation facilities consisting of one or more of the following: a) tennis or pickle ball court, b) pool and clubhouse, or c) other similar recreational amenity as approved by the city council.

(4) Written consent shall be obtained from one hundred percent (100%) of the property owners within the recorded plat thereof consenting to allow short term residential rental

E. License Required: The owner or property manager of each short term residential rental property shall obtain a short term residential rental property business license as required in this code prior to commencing the use. (Ord. 2010-07-001, 7-1-2010)

Phases Consent:

100 units minimum required per code
Phase 1= Not included, due to not having 100% consent.
Phase 2 = 45 lots – Short Term Rental proposed
(Note: Lots 32 & 33 removed for amenity area)

Phase 3 = 63 lots (1 – 50) – Short Term Rental

Total = 108 units

Amenities proposed:

The applicant is proposing to include a pool, spa, splash pad, gathering area, and restrooms as amenities for Phases 2 and 3.Note that the phase line would split the amenities. No clubhouse is proposed. The proposed amenity is not listed in City Code, therefore requires that an amenity be approved by City Council. According to the applicant, they intend to begin construction of the amenity once the PD approved.

PC:

Planning Commission spent considerable time discussing and hearing public comment on this item. The Planning Commission recommends approval (4-2) with the following conditions/comments:

1. The applicant must demonstrate they have access through phase 1 and 2 or the adjacent property prior to City Council. The applicant has provided the information, which allows access through phase 1 and 2 of the Joshuas.
2. Requirement for management companies to have 24 hour assistance to its customers.
3. The applicant successfully amend the CC&R's for occupancy limits as presented by the applicant with regarding to size, bedrooms and those that can reside or use each unit.
4. No lock outs or splitting of units allowed
5. Amenities must be complete before short term rentals are allowed
6. All final plats and covenants, conditions and restrictions (CC&Rs) which have been recorded shall be amended to include a note indicating that short term residential rental properties are a permitted use. Phase 2 will need to be amended to include the note and modified layout as proposed.

7. City Code requires that an amenity not listed in the ordinance, must be approved by City Council. Applicant is proposing a splashpad pool.

8. The applicant is proposing private streets, in order to continue the existing streets.

9. Comply with 10-14-22 "Short Term Leases and Residential Properties" ordinance.

10. PD zone requires the site plan, density, elevations, and material board be reviewed and approved.

11. Must comply with parking standards for short term rentals.

12. The applicant has submitted a colored site plan, colored elevations and a color materials board as required.

13. Buildings must meet setback and building separation requirements for the PD zone.

14. Garage size must be a minimum of 480 square feet, in order to be considered as meeting the parking standard.

15. Building permits for construction must be obtained within eighteen (18) months or property will revert back to the previous zone.

16. MDR (Medium Density Residential) designation provides a density range of 5 to 9 units per acre, which does not always indicate that 9 units per acre is appropriate for every parcel of land.

Options (Motions):

The City Council has several options:

1. Deny the zone change
2. Approve the zone change as presented
3. Approve the zone change with additional conditions
4. Table the zone change to allow for additional information to be provided as determined.

Example of Consent Form

(All forms are in case file)

BACKGROUND

Church Properties LLC proposes to rezone The Joshua's Phase 1 (20 lots) and Phase 2 (47 lots) from R3 (Multiple Family) zone to PD-R (Planned Development Residential) zone. It is also proposed to combine the adjacent existing PD-R vacant property located immediately to the north east with a ZCA (Zone Change Amendment) to include the rezoned Joshua's Phase 1 & 2. This will constitute a new master planned community of over 100 units which will allow the possibility of vacation rental properties. Note that short term rentals are prohibited in all residential zones, unless the requirements enumerated in Zoning Ordinance Title 10 Chapter 14 "Supplementary and Qualifying Regulations," Section 10-14-22 "Short Term Leases of Residential Properties, " particularly Section 10-14-22.D which will allow short term (vacation) rentals in a PD (Planned Development) zone if 100% consent of property owners within the recorded plat consent are received, there is a minimum of one hundred (100) dwelling units, and recreational amenities are provided (18 hole golf course, or tennis court, pickle ball court, pool and clubhouse, or similar approved amenity by the City Council).

CONSENT TO A ZONE CHANGE AND ZONE CHANGE AMENDMENT

I, the undersigned, am the legal owner of real property located in 'The Joshua's' at 2261 S. Joaquin Dr (Lot # 1), Phase ___, St George, Utah 84770. I have reviewed and understand the petition of Church Properties LLC to rezone 'The Joshua's Phase 1 & 2' at Southgate Subdivision from R3 (Multiple Family) to PD-R (Planned Development Residential)

I also understand the petitioner seeks to 'Master Plan' the Joshua's Phase 1 & 2 with adjacent existing vacant PD-R land to the north east. That, the areas will be combined by the mechanism of a ZCA (Zone Change Amendment) into one PD-R overlay zone.

I also understand that the petitioner seeks to include short term residential rental properties as a 'permitted use' in the PD-R overlay zone in accordance with St George City Code 10-14-22.

I consent to and accept the requested ZC (zone change) and ZCA (Zone Change Amendment) as described above. I further waive all objections to the requested ZC & ZCA and release the petitioner from all liability arising from or related to such modifications.

[redacted]

Kathy Bjorklund

[redacted]

2261 S. Joaquin Dr. #1, Saint George, UT 84770

A[redacted]

Kathy Bjorklund
Signature

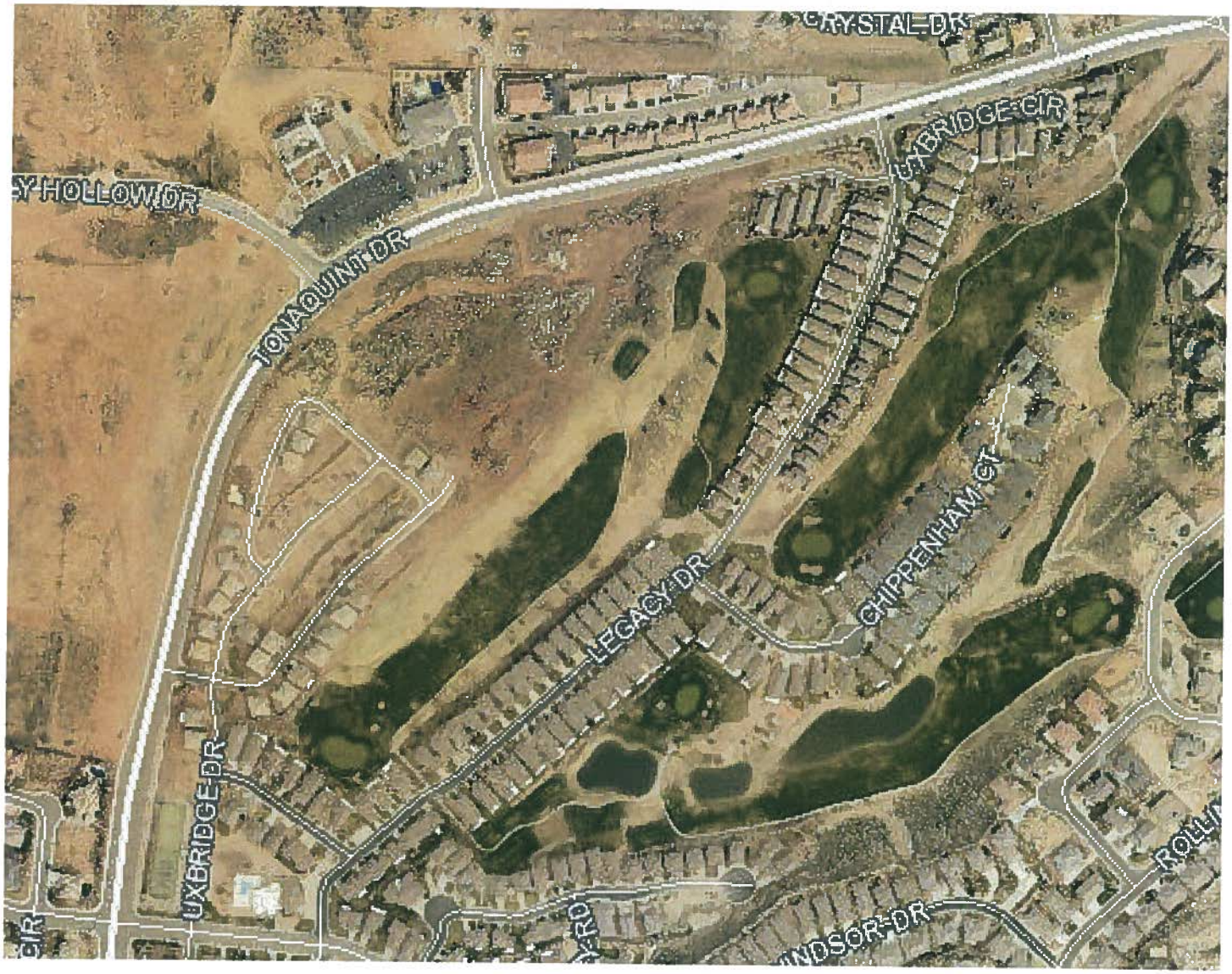
Subscribed and sworn to before me this 2nd day of October, 2015.

NOTARY PUBLIC

Denise Showalter
Notary Public
State Of Utah
My Commission Expires Mar 27, 2016
Commission #652397

Overall Aerial Map

Aerial of Site



Phase 1 and 2

(Partially developed)

Phase 3 (Vacant Land)

(Vacant Land)

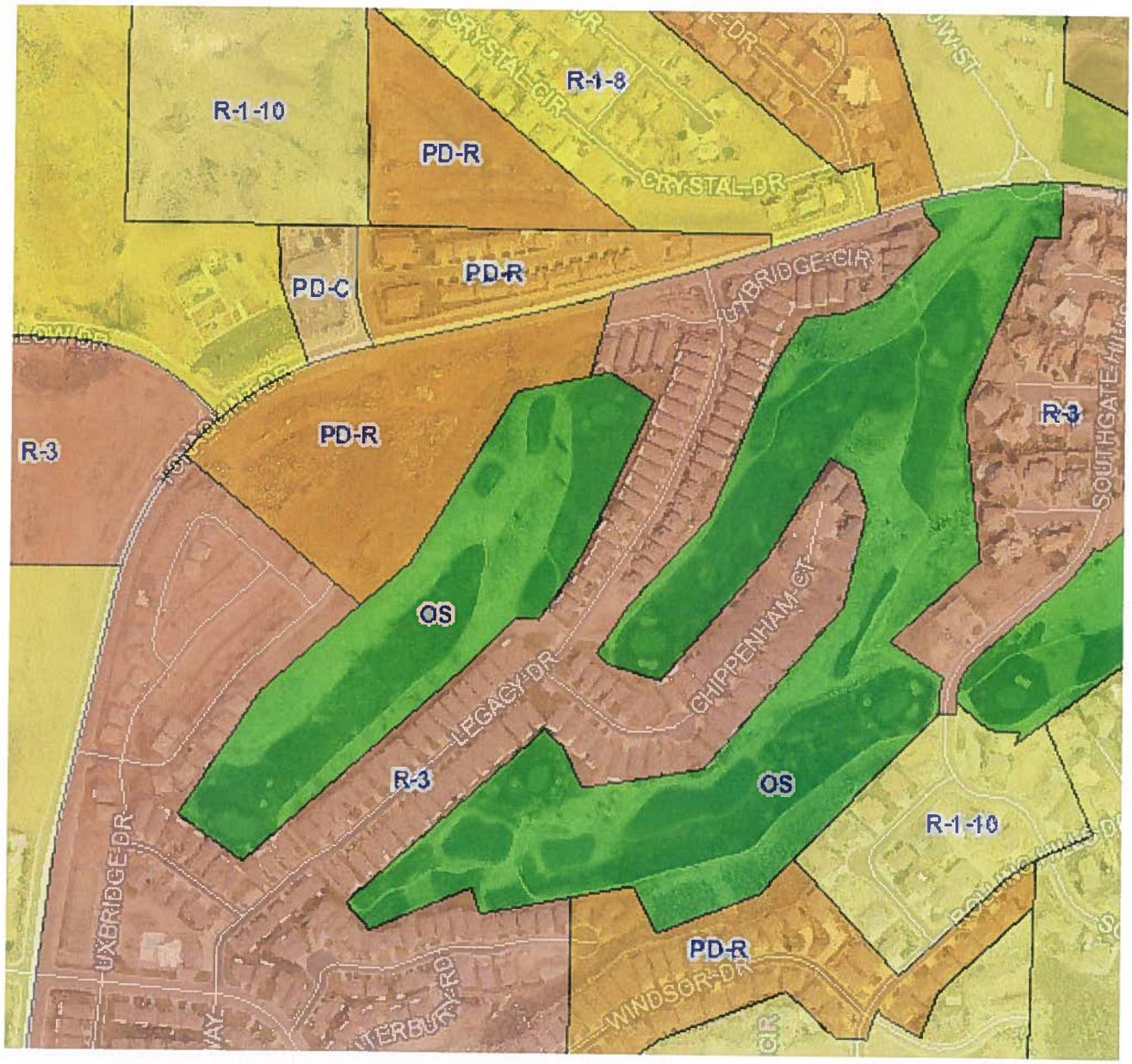
SG-6-3-1-3013

Account Number 0736275
Parcel Number SG-6-3-1-3013
Tax District 08 - St George City
Acres 10.05
Situs ,

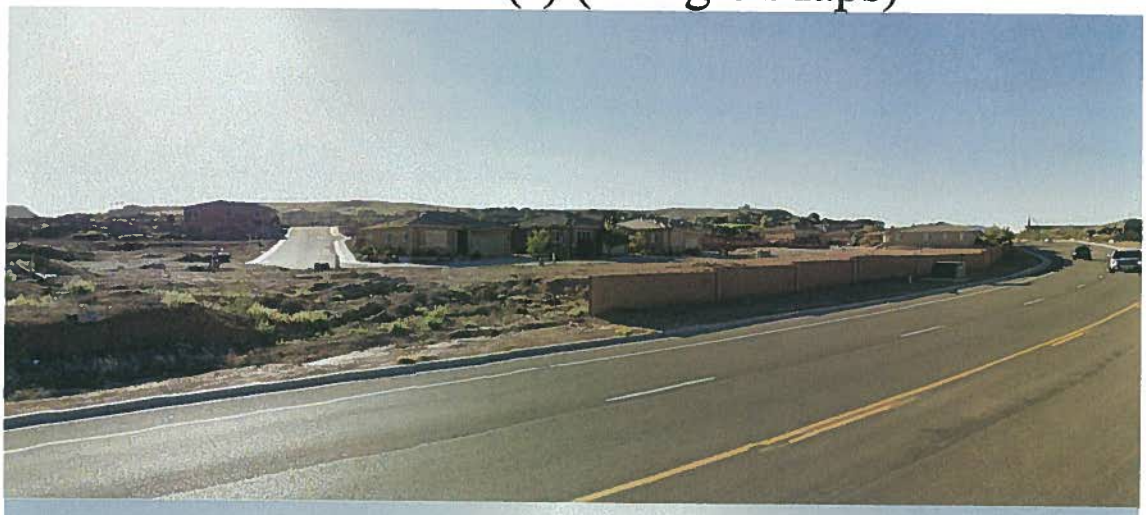
Name SALISBURY INV LLC
494 W 1300 N
SPRINGVILLE, UT 84663

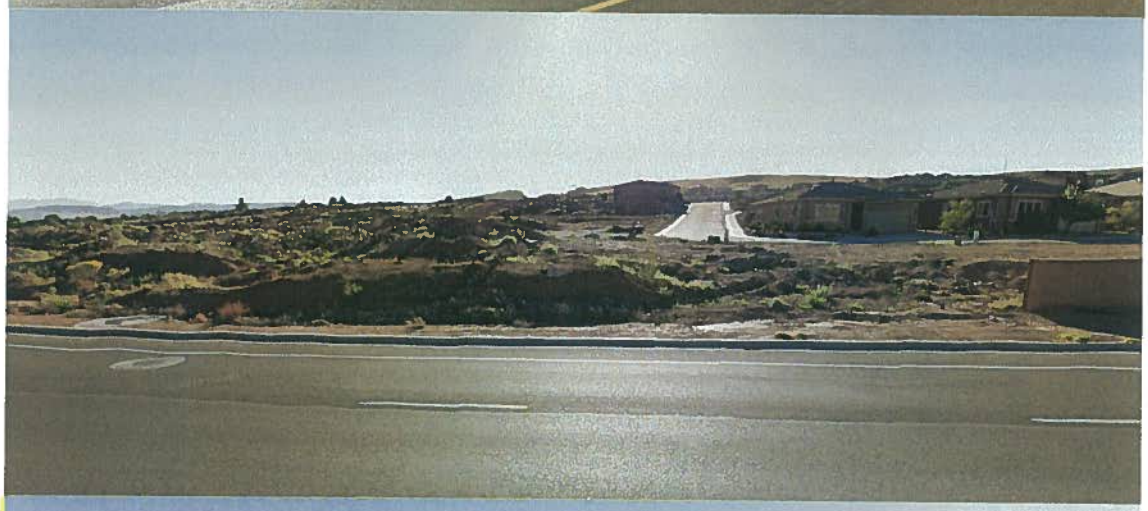
Legal S: 1 T: 43S R: 16W BEG S89*17'W 1272.08 FT & S 215.55 FT FM CTR SEC 1 T43S R16W BEING ON S R/W LN TONAQUINT DR; TH S 188 FT TO PT SOUTH GATE PARTNER'S GOLF COURSE EXTN PARCEL 2; TH S76*28'41W 274.99 FT; TH S29*52'11W 575 FT; TH S47*23'21W 185.74 FT; TH N51*17'43W 623.41 FT TO PT TONAQUINT DR BEING NON-TNGT CUR RGT; TH ALG TONAQUINT DR 590.43 FT RAD 892.56 FT DELTA 37*54'05 BEARING TO CTR S51*45'28E TO PT TNGY; TH N76*08'37E 522.12 FT TO PT CURV 7010.52 FT RAD CUR LFT; TH ALG CUR 188.88 FT DELTA 01*32'37" TO POB. TOG W/LESS ANY PORT W/IN BNDRY LEGACY PH 10.

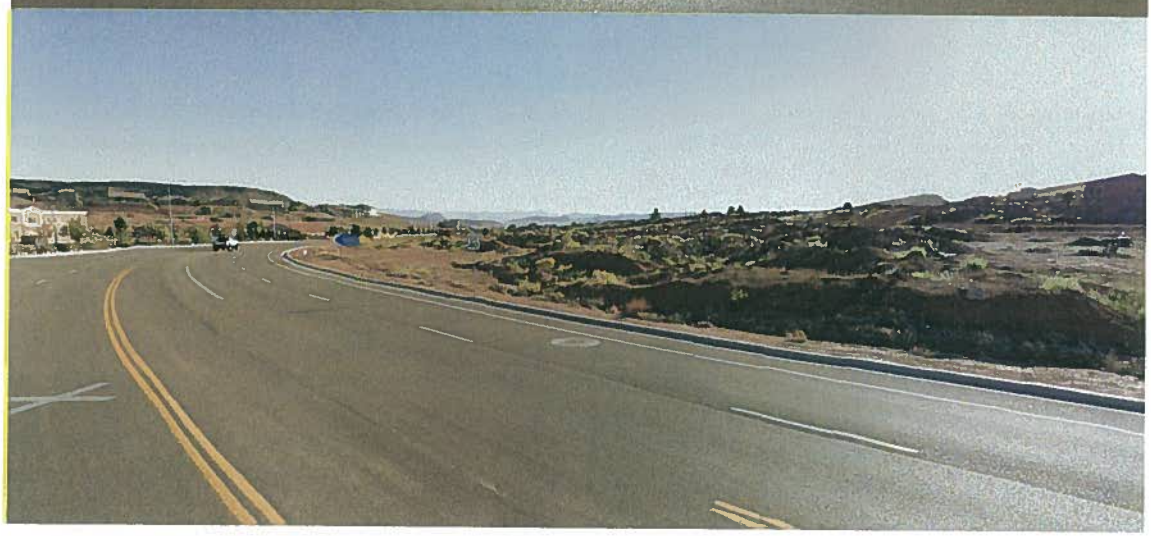
Zoning Map


R-1-10
R-1-8
PD-R
CRYSTAL DR
PD-C
PD-R
UXBRIDGE CIR
R-3
PD-R
R-3
SOUTHGATE
OS
CHIPPENHAM CT
LEGACY DR
R-3
OS
R-1-10
UXBRIDGE DR
PD-R
WINDSOR DR

Street View(s) (Google Maps)







APPLICATION

CITY OF ST GEORGE
RECH: 01483052 11/30/2015 1:09 PM
TRAN: 150.0000 PLANNING FEES
OPER: LBC
REFN:
PD ZC JOSHUAS
PLANNING FEE 1,288.90CR
TENDERED: 1,288.90 1 CHECK(S)
APPLIED: 1,288.90
CHANGE: 0.00

(Short Term Rental Application)

PD ZONE CHANGE
PLANNED DEVELOPMENT (PD)
APPLICATION & CHECKLIST

APPLICATION FOR A ZONE CHANGE AS PROVIDED BY THE
CITY OF ST. GEORGE ZONING ORDINANCE
CITY OF ST. GEORGE, UTAH

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

LEGAL OWNER(S) OF SUBJECT PROPERTY: Church Properties LLC

MAILING ADDRESS: 7433 South 3500 East, Salt Lake City, UT 84121

PHONE: 801-673-2344 CELL: FAX:

APPLICANT: Corbin Church
(If different than owner)
MAILING ADDRESS: 7433 South 3500 East, Salt Lake City, UT 84121

PHON[redacted] CELL: FAX:

EMAIL ADDRESS(ES): corbinbchurch@gmail.com

CONTACT PERSON / REPRESENTATIVE: B&G - Brandee Walker
(i.e. Developer, Civil Engineer, Architect; if different than owner)
MAILING ADDRESS: 205 East Tabernacle #4, St.George, UT 84770

PHON[redacted] CI[redacted] FAX:

EMAIL ADDRESS(ES): bwalker@bushandgudgell.com

A general description of the property location is as follows: (Give approx. street address, general location etc., and attach a vicinity map or property plat showing the subject property and the surrounding areas.) Include a colored site plan and colored landscape plan, and colored elevation drawings (all four sides) suitable for presentations in public meetings. The Joshuas at Southgate is located on the Southgate Golf Course along Tonaquint Drive

The Zone Change becomes effective on the hearing date if approved by the City Council. A PD (Planned Development Residential Zone *is approved for a period of 18 months only* unless building permits have been issued and the project commenced prior to 18 months from the above hearing date.

OFFICE STAFF USE ONLY

CASE #: 2015-ZC037 FILING DATE: 11/30/15 RECEIVED BY: [signature] RECIEPT #:

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

Total acres: 15.78 $1,288.90

500+ (15.78 x50)= 1289

II. ADDITIONAL INFORMATION

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

1. What is the present zoning on the property? R3 & PD
2. What zone or zones are requested by this application? PD
3. Is the zone change in harmony with the present City General Plan? Yes x No _____
4. If no, what does the City General Plan propose for the subject property? _____
   *(If the application is not in harmony with the City General Plan, a General Plan Amendment hearing will be required prior to the zone change request. General Plan Amendment hearings are held **four (4) times per year** in January, April, July, and October. A General Plan Amendment application can be obtained from the Community Development Department or online at http://www.sgcity.org/commdev/forms.php)*
5. Total acreage of proposed zone change: 16.78
6. Are there deed restrictions against the property that might affect the requested zone change?
   Yes _____ No x
   A copy of the deed restrictions, if any, may be submitted in support of the application and shall be submitted if contrary to the request zone change.
7. Has a Traffic Impact Study or **Traffic Analysis** been completed to determine any traffic impacts?
   Yes_____ No_____
   ***IF YES**, submit the Traffic Impact Study with the application for review by Traffic Engineering.*
   ***IF NO**, a Traffic Impact Study will be required (if determined necessary at Planning Staff Review) to be submitted with the application and reviewed prior to approval by the City Council.*
8. Is the necessary utility capacity available (water, power, sewer and drainage) to serve the zone change parcel? Yes x No _____
   Please describe the projected demand for utility services: _____

III. SUBMISSION CHECKLIST FOR PD (PLANNED DEVELOPMENT) ZONE

(A COMPLETE ZONE CHANGE APPLICATION MUST BE SUBMITTED A MINIMUM OF 3 WEEKS PRIOR TO THE NEXT REGULARLY SCHEDULED PLANNING COMMISSION MEETING)

Development/Project Name The Joshuas at Southgate Phase 2 & 3
*(Project name **must be** previously approved by the Washington County Recorder & City Planning Department)*
Developer/Property Owner _____ Phone No. _____
Contact Person/Representative _____ Phone No. _____
Licensed Surveyor _____ Phone No. _____

PD ZONE CHANGE PROCEDURE

Step #1 **Meet with Planning Staff Review (PSR) – Meets every Tuesday at 8:30 a.m. Call Community Development at 627-4206 to be scheduled for this meeting.**
Note: Call at least one day in advance to schedule.

Step #2 **Document Submission Checklist***

Legal Description Documents:
*Submit the following documents: (These documents **must** be prepared by a licensed surveyor)*

- ☐ 1. Described bearings on all documents must be rotated to HCN;
- ☐ 2. Legal description prepared on 8-1/2" x 11" sheet and signed by a licensed Surveyor;
- ☐ 3. Minimum size 8-1/2" x 11" graphical representation of Survey Boundary;
- ☐ 4. Legal description and Surveyed Site Plan (Record of Survey) drawing in DWG format on a CD for the GIS Department;
- ☐ 5. 24"x36" Surveyed Site Plan (Record of Survey) drawing sheet(s) for meeting exhibit

Other Submission Documents:

- ☐ 6. This Zone Change application form completed and signed.
- ☐ 7. Appropriate** **Filing Fee:** $500 (filing fee and 1st acre) + $50.00 per acre for 2-100 acre and $25 per acre 101-500 and $10.00 per acre 501-plus
- ☐ 8. County ownership plat with boundary of zone change outlined;
- ☐ 9. List of property owners within 500' and two sets of mailing labels;
- ☐ 10. Colored Site Plan & Landscape Plan – minimum size 24" x 36";
- ☐ 11. Building elevation(s) – **Colored** renderings, all four building sides;
- ☐ 12. **Board mounted** materials and color samples (i.e. roof tile samples, stucco samples, stone samples, and paint color swatches, etc.);
- ☐ 13. For buildings over 35' ft in height also provide a **colored photo simulation;**

- ☐ 14. 8-1/2" x 11" reduction of the site plan, landscape plan, and building elevations;
- ☐ 15. Written text (as outlined in Zoning Ordinance Chapter 8, Section 10-8-4);
- ☐ 16. CD with the above images in JPEG, BMP or TIFF format and the written text in PDF format

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

****Note:** *There is NO FEE for acreage rezoned to Open Space*

Step #3 Planning Commission and City Council Hearings

Planning Commission usually meets the 2nd and 4th Tuesday of the month at 5:00 p.m. All applications, the legal description and surveyed site plan drawing (Record of Survey) must be complete and submitted at least 3 weeks prior to the meeting. Incomplete or inaccurate applications **will not** be accepted or scheduled. City Council sets a public hearing date after a recommendation for approval from the Planning Commission, and then there is a 14-day advertising period prior to the public hearing.

Hearing Dates:

Planning Commission_____
City Council Set Date_____
City Council Hearing Date_____
Council Action_____

Filing Fee: $500 (filing fee and 1st acre) + $50.00 per acre for 2-100 acre and $25 per acre 101-500 and $10.00 per acre 501-plus - NO FEE for acreage rezoned to Open Space $1,288.90

IV. COMMENTS

1. Please be aware that, if determined necessary by City staff, Planning Commission and the St. George City Council, additional information and/or special studies may be required to review the project. These may include, but not be limited to: Additional Color Renderings, Photo simulations, Computer fly-bys, Site Section Cuts, Color 'Bird's Eye' renderings, and additional color swatches and building materials.

2. Until the following information is submitted, your application will be considered incomplete:

3. Required site improvements such as pavement for parking areas, curb and gu
storm drain facilities, and all other improvements required under City Ordina

the issuance of a certificate of occupancy or approval for permanent electric power service. In the event such improvements cannot be completed prior to receiving permanent or a certificate due to weather conditions or other unusual circumstances, a financial guarantee in the form of a cashiers check, bond, escrow, or other financial guarantee acceptable to the City attorney shall be provided to the City guaranteeing that such improvements will be fully completed within ninety (90) days of the issuance of permanent power and/or a certificate of occupancy.

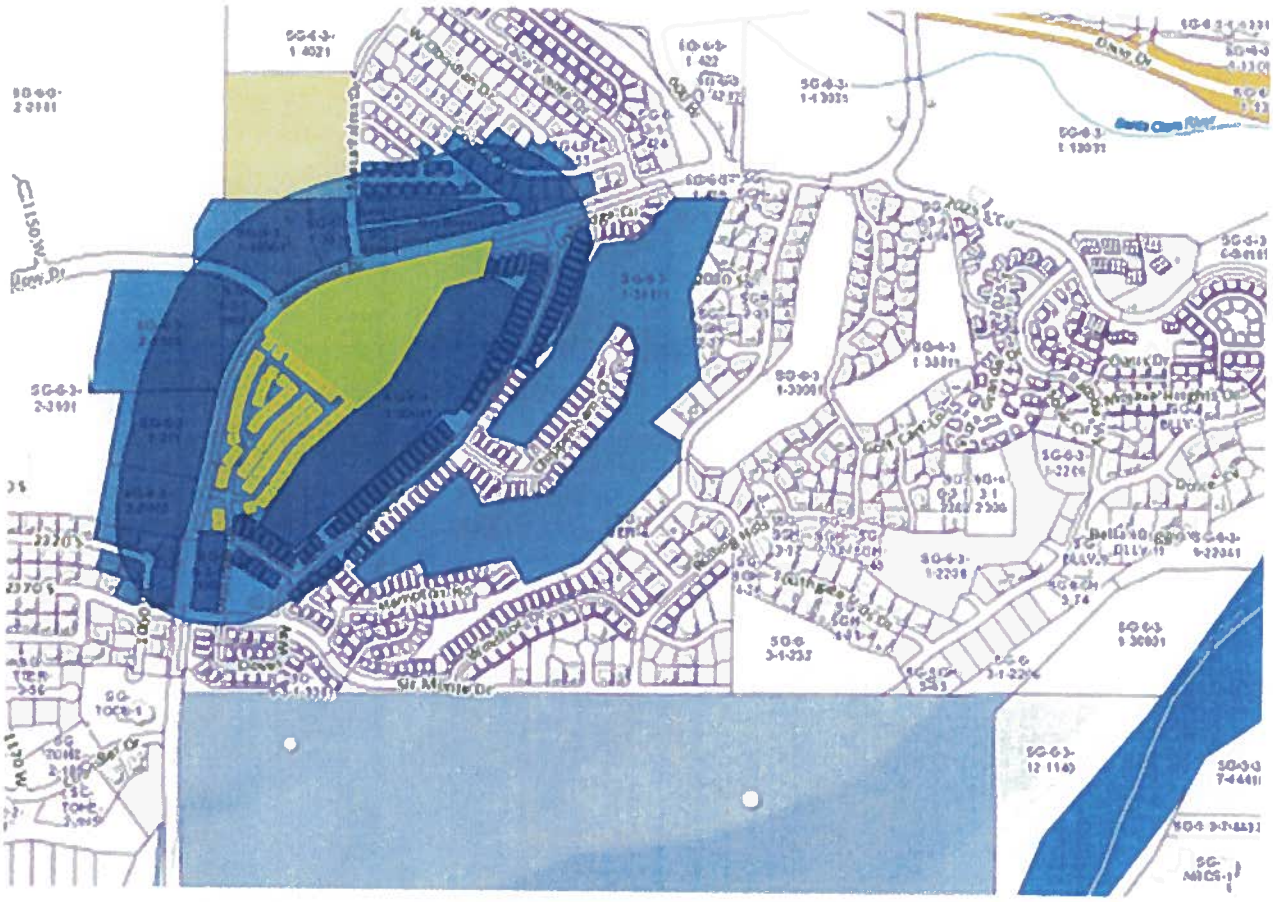
V. APPLICANT AGREEMENT

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

Craig Gee Signature	7438 S. 3500 E. SLC, UT 84121 Address
Signature	Address
Signature	Address
Signature	Address
Signature	Address

Attach additional sheets if necessary for additional owners.

Noticing – 500 Ft Radius



REVISED FROM ORIGINAL TEXT

The Joshuas at Southgate

PD Zone Written Text

Short Term Rental

Updated Open Space – 63 units

5/2/2016

A Planned Unit Development at Southgate Golf Course & Tonaquint Drive

---

It is being proposed to amend the existing zoning of The Joshuas at Southgate to allow for owners to provide short term rental of their property. This addition to the previously submitted written text is to provide updated open space and density calculations. The total unit count for Phase 3 has been reduced to 63 units.

A. Open Space

The updated layout for Phase 3 provides 3.39 acres (33.9%) of landscaped open space. The proposed amenity area located within Phase 3 boundaries provides an additional 13,717 square feet providing an overall open space of 43.2%.

B. Density

With the reduction of one unit for Phase 3 the updated project density is now 6.28 dwelling units per acre.

Zoning Amendment

The Joshuas at Southgate

It is being proposed to amend the existing zoning of The Joshuas at Southgate to allow for owners to provide short term rental of their property. The intent of the amendment is to give property owners more flexibility in the use of their property. The amendment will bring a new amenity area that will include a pool and playground as per the attached exhibit. The amenity area will be centrally located to accommodate all homes in existing phases 2 and future phase 3. In order to provide the amenity area a total of three home sites have been eliminated.

Attached are the signed Consent to Zoning Modifications from each property owner affected by the PD amendment.

(Note that the consents include language to allow for Phase 1 but at time of this application Phase 1 is not being included.)

The Joshuas at Southgate

PD Zone Written Text

2/10/16

A Planned Unit Development at Southgate Golf Course & Tonaquint Drive

It is being proposed to amend the existing zoning of The Joshuas at Southgate to allow for owners to provide short term rental of their property. The intent of the amendment is to give property owners more flexibility in the use of their property. The amendment will bring a new amenity area that will include a pool and playground as per the attached exhibit. The amenity area will be centrally located to accommodate all homes in existing Phase 2 and future Phase 3.

A. Use of Land

The Phase 3 site consists of 10.03 acres with 44 single family pads and 20 attached townhome units proposed. The townhomes are 4-plex buildings with each unit having a garage and driveway. An additional 13 guest parking stalls has been added.

The development will have a community recreation area in centrally located between existing Phase 2 and proposed Phase3. This area will provide a pool and small tot lot play area. Additional parking stalls adjacent to this area are being provided.

B. Height and Elevations

The single family homes will be consistent to what has been constructed in the existing Phase 1 and 2. The homes will be stucco finish with rock accents and concrete tile roofing in desert tones.

The townhome units will be two story buildings with the same finishes as the single family product.

C. Density

The project density is 6.38 dwelling units per acre.

D. Schools, Churches and Open Space

The PD Zone requires a minimum of 30% open space (*Phase 3*: 3.01 acres), with this development we are proposing 31% (*Phase 3*: 3.07 acres). The project is adjacent to Southgate Golf Course.

This project is located in close proximity to existing schools and churches.

E. Phasing Plan

Phase 2 is existing and Phase 3 is being proposed as one phase of 64 units at time of this application.

F. Topography

The existing use of the land is vacant with sloping terrain from the southeast corner by the golf course, north to Tonaquint Drive.

G. Landscape Plan

The proposed Landscape Plan is included with this narrative as an exhibit.

H. Area Reserved for Landscaping

The project landscaping will be desert themed with a 10 foot buffer strip along Tonaquint Drive. A 6 foot tall privacy wall will be built along the Tonaquint Drive frontage as per City standards. The landscape will be mostly rock with very little grass due to the clay soils. Refer to the Landscape Plan exhibit.

I. Utilities

All needed utilities are stubbed and located in Tonaquint and Uxbridge Drive. The sewer will flow to the low point in the northeast corner of the project at Uxbridge Drive. Water and power are easily accessible from the site.

J. Refuse Storage Areas

K. Lighting Plan

All proposed lighting will be located on the building units. It is desired to keep the project low light with small lamp post poles if needed in the entry and parking areas. There is existing street lights located along Tonaquint Drive.

L. Turning Space

The roads layout in loops as to allow for the best possible flow of traffic and for public safety to access. There are no dead end streets being proposed.

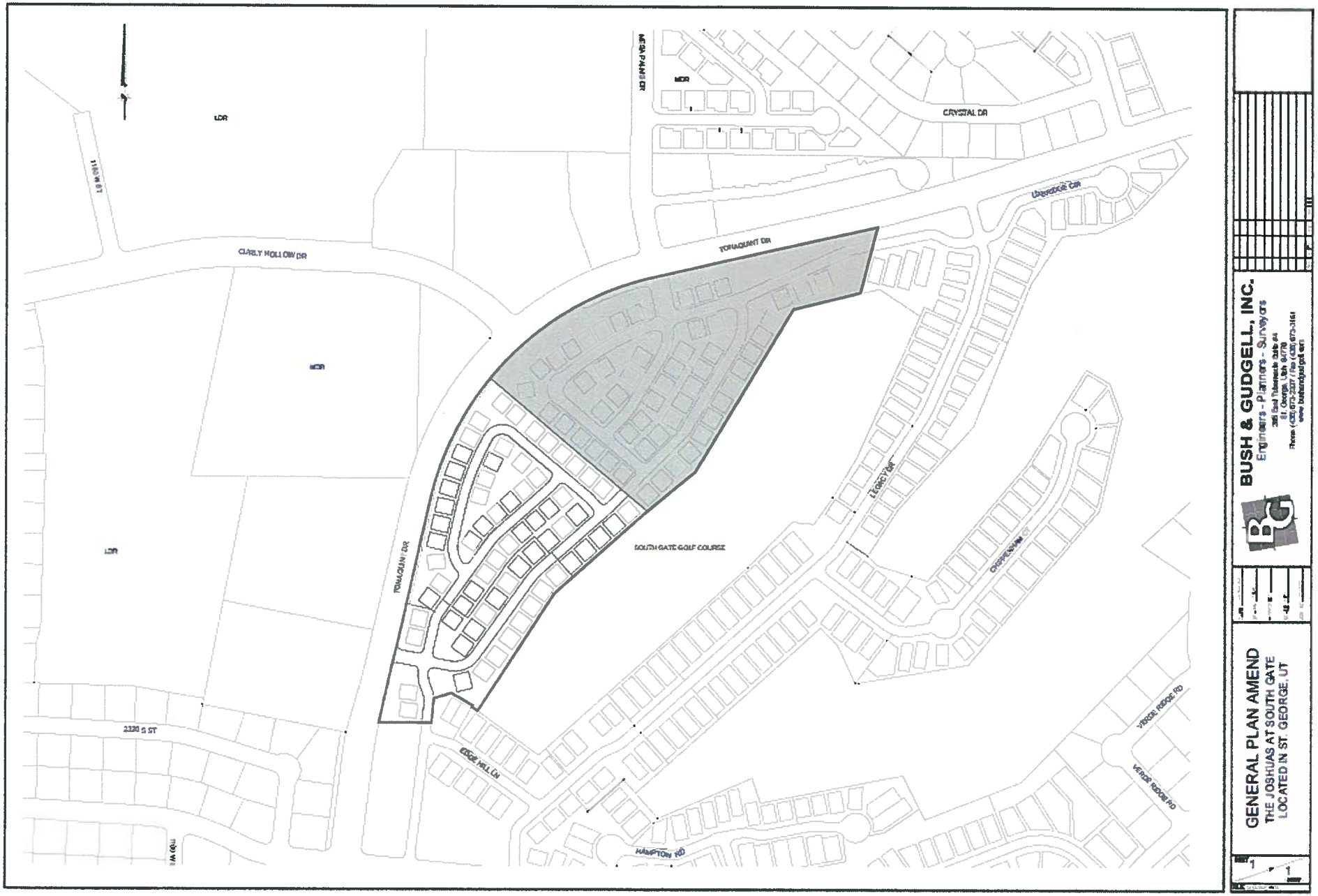
M. Signs

There will be a project monument sign located near the entrance point of the development to welcome residence and guests.

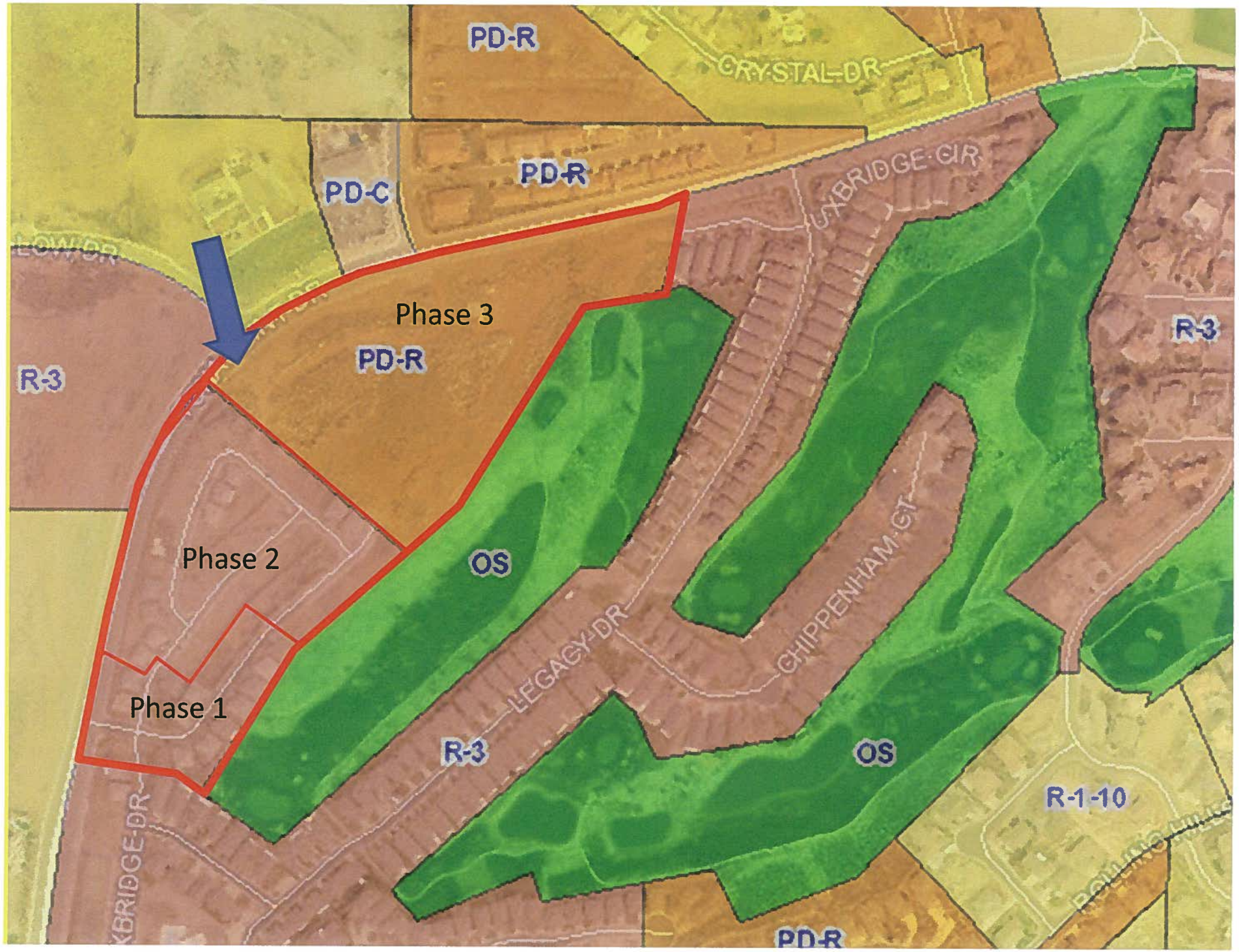
2015-ZC-037
The Joshua's at Southgate

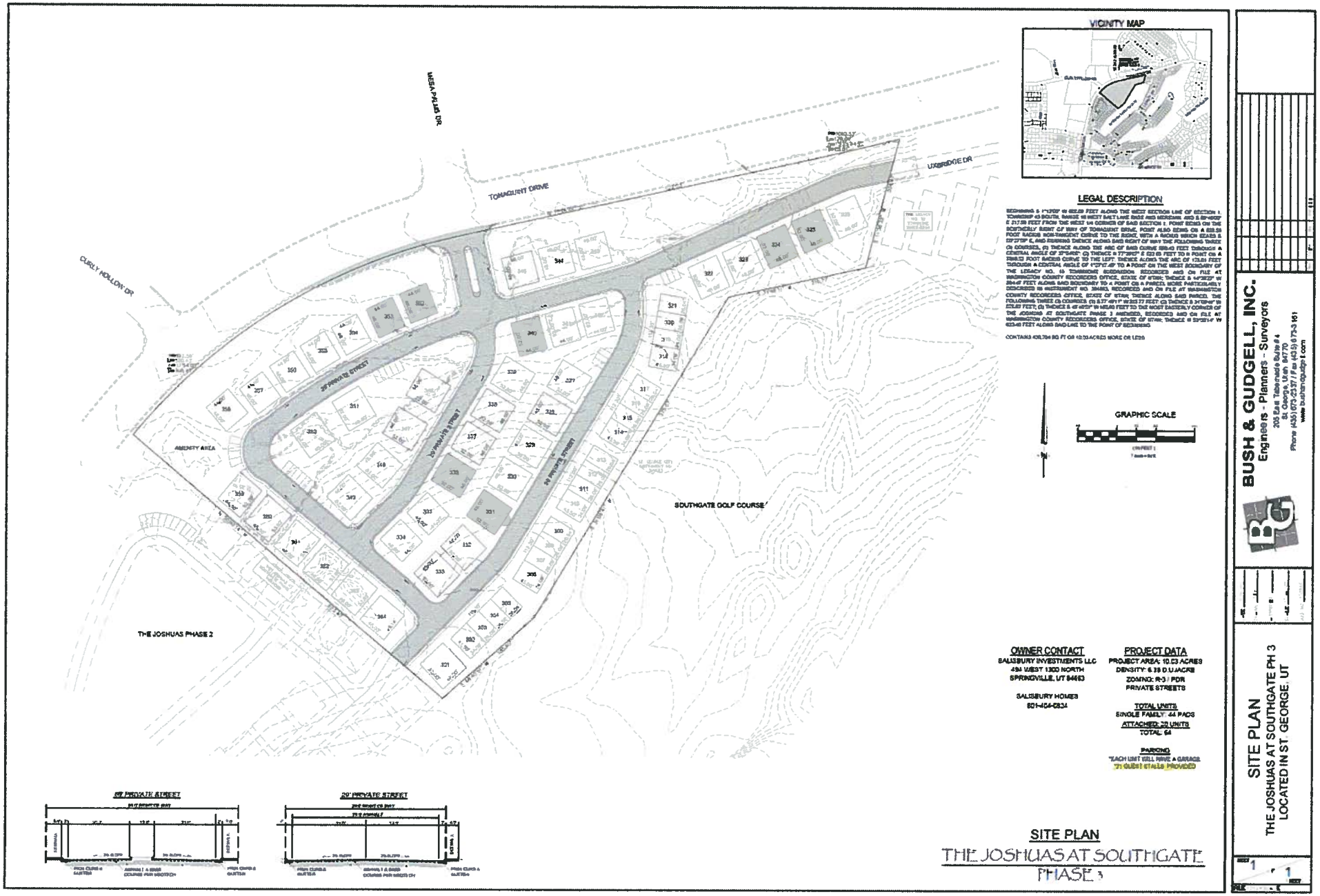
Overall Aerial Map

TONAQUINT DR
Phase 3
Phase 2
Phase 1 –
Not Included

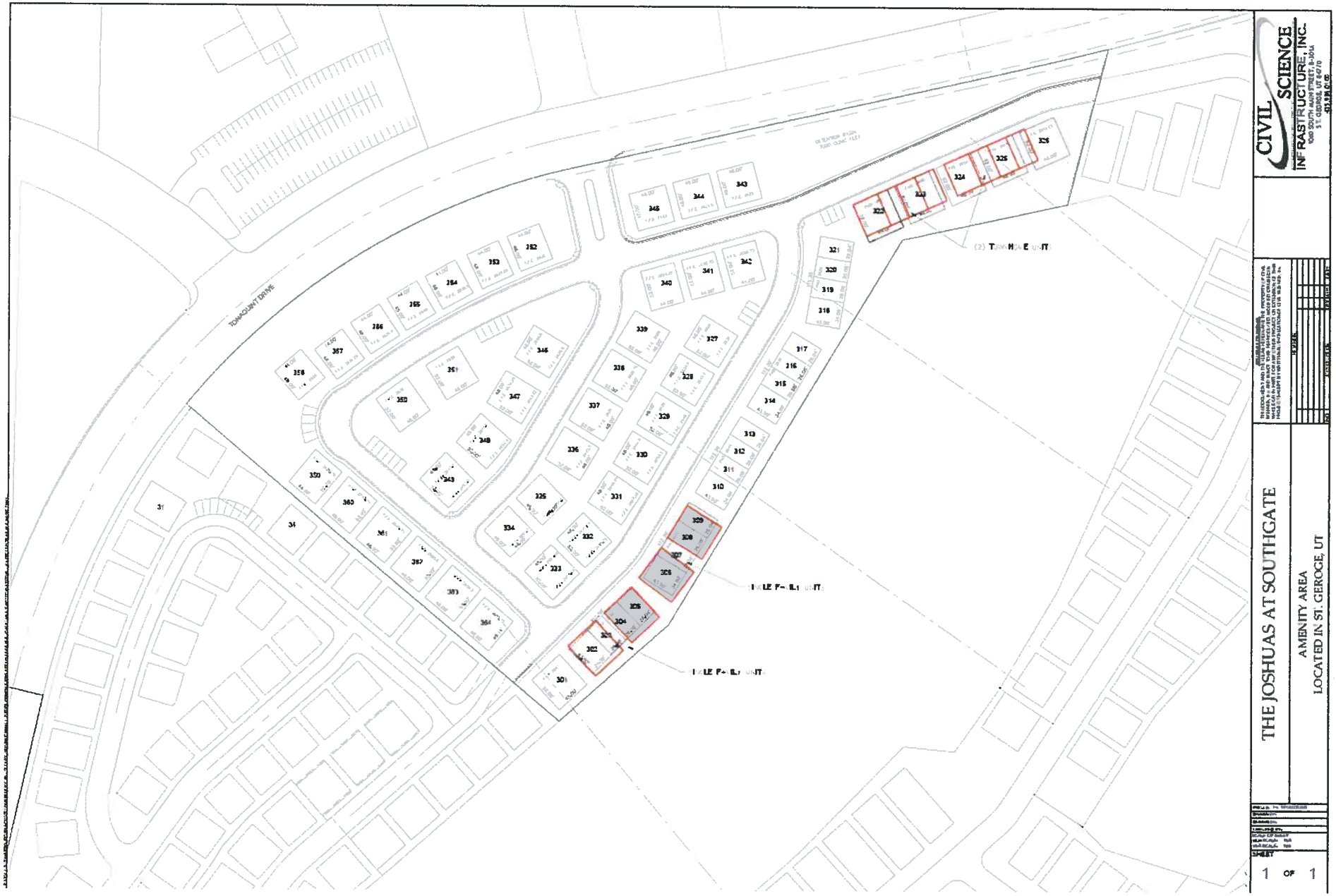


GPA Changed from LDR to MDR at February 4th CC

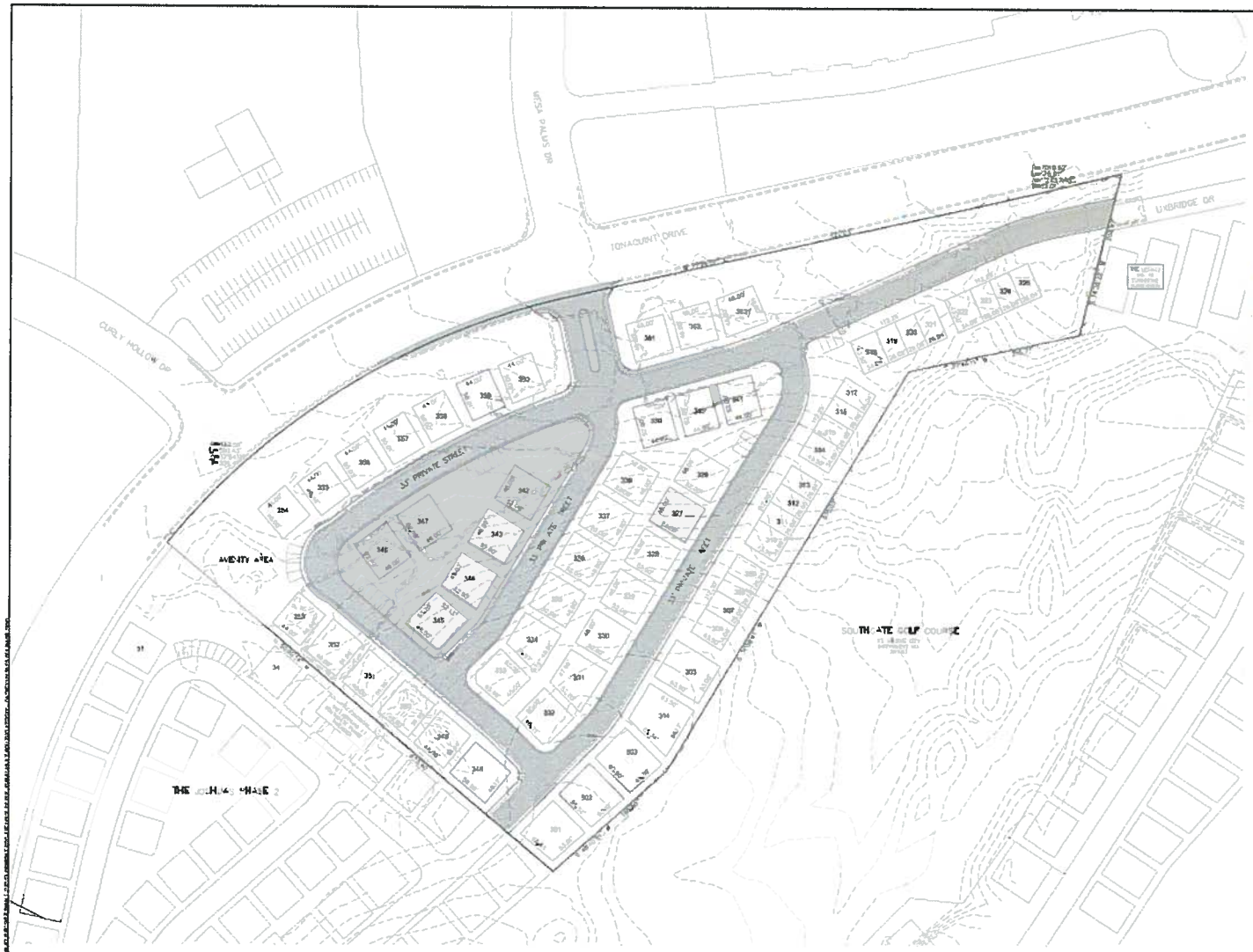

PD-R
CRYSTAL DR
PD-C
PD-R
UXBRIDGE CIR
Phase 3
PD-R
R-3
R-3
Phase 2
OS
LEGACY DR
CHIPPENHAM CT
Phase 1
R-3
OS
R-1-10
PD-R



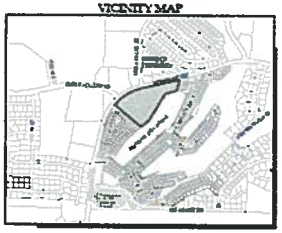
Previous Layout



Previous Plan with changes in red



VICINITY MAP



LEGAL DESCRIPTION

BEGINNING S 1°43'29" W 662.66 FEET ALONG THE WEST SECTION LINE OF SECTION [illegible] TOWNSHIP 43 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN, AND S 89°59'0" E 312.55 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION [illegible] POINT BEING ON THE SOUTHERLY RIGHT OF WAY OF TONAQUINT DRIVE, POINT ALSO BEING ON A 660.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS INNER BEARS S 52°37'22" E, AND RUNNING THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES, (1) THENCE ALONG THE ARC OF SAID CURVE 388.43 FEET THROUGH A CENTRAL ANGLE OF 33°42'0" (2) THENCE N 72°39'0" E 213.33 FEET TO A POINT ON A 7945.13 FOOT RADIUS CURVE TO THE LEFT, THENCE ALONG THE ARC OF 125.18 FEET THROUGH A CENTRAL ANGLE OF 1°27'17.49" TO A POINT ON THE WEST BOUNDARY OF THE LEGACY NO. 10 TOWNHOME SUBDIVISION, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH, THENCE S 1°37'23" W 394.47 FEET ALONG SAID BOUNDARY TO A POINT ON A PARCEL MORE PARTICULARLY DESCRIBED AS SOUTHGATE NO. 3[illegible] RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH, THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES, (1) S 17°45'17" W 216.77 FEET; (2) THENCE S 3°31'09" W 123.13 FEET; (3) THENCE S 49°45'0" W 68.88 FEET TO THE MOST EASTERLY CORNER OF THE JOSHUAS AT SOUTHGATE PHASE 3 AMENDED, RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE, STATE OF UTAH, THENCE S 89°59'0" W 623.48 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS 434,784.80 FT OR 10.03 ACRES MORE OR LESS

GRAPHIC SCALE

1 (IN FEET)

OWNER CONTACT
SALISBURY INVESTMENTS LLC
494 WEST 1300 NORTH
SPRINGVILLE, UT 84663

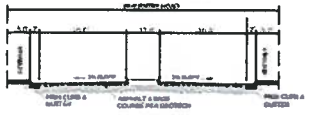
SALISBURY HOMES
801-404-0824

PROJECT DATA
PROJECT AREA: 10.03 ACRES
DENSITY: 6.3 D.U./ACRE
ZONING: R-3 / PDR
PRIVATE STREETS

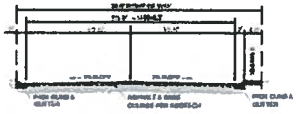
TOTAL UNITS
SINGLE FAMILY: 43 PADS
ATTACHED: 20 UNITS
TOTAL: 63

PARKING
*EACH UNIT WILL HAVE 4 GARAGE
*13 GUEST STALLS PROVIDED

66' PRIVATE STREET



35' PRIVATE STREET



SITE PLAN

THE JOSHUAS AT SOUTHGATE PHASE 3

CIVIL SCIENCE INFRASTRUCTURE, INC.
1000 SOUTH MAIN STREET, #101A
ST. GEORGE, UT 84770
435.628.0930

THE JOSHUAS AT SOUTHGATE PHASE 3

SITE PLAN
LOCATED IN ST. GEROGE, UT

SHEET
1 OF 1

PLANTING LEGEND

QTY/SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
TREES				
	Prosopis glandulosa	Honey Mesquite multi trunk	24" box	per plan
	Fraxinus velutina	Arizona Ash	24" box	per plan
	Quercus ilex	Holly Oak	24" box	per plan
SHRUBS				
	Leucophyllum candidum, laevigatum, "Wheatland"	Texas Ranger, sp.	5 gal	36" o.c.
ACCENTS				
	Hesperaloe parviflora	Red Yucca	5 gal	per plan
PERENNIALS				
	Miscanthus sinensis	Japanese Silver Grass	1 gal	per plan
	Calliopsis chrysanthemum	Desert Sunflower	1 gal	per plan
GROUNDCOVER-ONE SPECIES IN LIKE AREAS				
	Rosmarinus officinalis	Trailing Rosemary	1 gal	36" o.c.
	Baccharis hal. "Centennial"	Desert Broom	1 gal	36" o.c.
	Oenothera speciosa	Pink Evening Primrose	1 gal	36" o.c.
	2'-3' Native Landscape Boulders			

GENERAL NOTES

NOTE: Plant layout is diagrammatic. Contractor to provide sufficient plant quantities to achieve 50% coverage of landscape area as green plant material.

NOTE: Keep boulders 10" clear from face of curb on public streets.

NOTE: All landscape features including planting shall not obstruct Sight Distance Limitations. Plant material within sight Corridor shall be lower profile and/or higher canopy trees.

NOTE: All street landscaped areas shall have decorative rock mulch and a minimum of two complementary native earth tone colors and texture sizes. One area shall have pleasing tree (3/4"-1") and the other area shall have a complementary rock mulch of 1"-2" in size. All rock mulch shall be a min. of 3"-4" (it is recommended that that minimum is reached in depth and evenly spread. Rock mulch areas shall have weed prevention fabric laid and placed per manufacturing specs.

NOTE: All Landscape areas shall be amended with organic material. Each tree/shrub pit shall contain amended soil and fertilized per local nursery industry standards. Granular herbicide shall be applied prior to application of weed barrier.

NOTE: All trees shall be double staked with a rubber (or approved equal) tie the secured to each other and around the trunk of the tree. The ties should allow for some freedom of movement of the tree and be secured just below the first branches. All nursery stakes and ties should be removed and disposed.

NOTE: All owned common landscaped areas will be irrigated with a common system and managed through the HOA.

NOTE: Street Trees required are 1 tree per 40' of frontage spacing.

NOTE: In the common and parking area project the native vegetation where possible. Trees should be distributed within the native vegetation by adding native plant mulches.

NOTE: Disturbed areas will be rough graded and a native seed mix will be spread and raked in. Seed mix to be approved by Park Planning.

TREE PLANTING DETAIL

LANDSCAPE PLAN

THE JOSHUAS AT SOUTHGATE PHASE 3

CIVIL SCIENCE INFRASTRUCTURE, INC.
1040 SOUTH MAIN STREET, B-3014
ST. GEORGE, UT 84770
435-628-6330

THE JOSHUAS AT SOUTHGATE PHASE 3

LANDSCAPE PLAN
LOCATED IN ST. GEORGE, UT

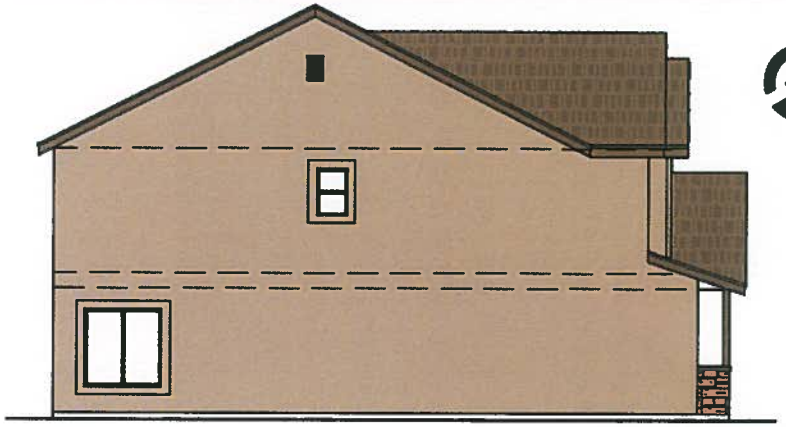
SHEET 1 OF 1

JOSHUA AT SOUTHGATE

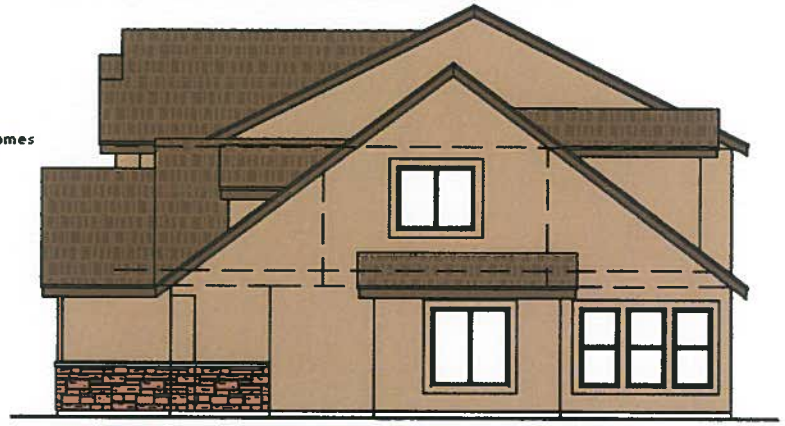
Proposed Pool and Amenity Complex

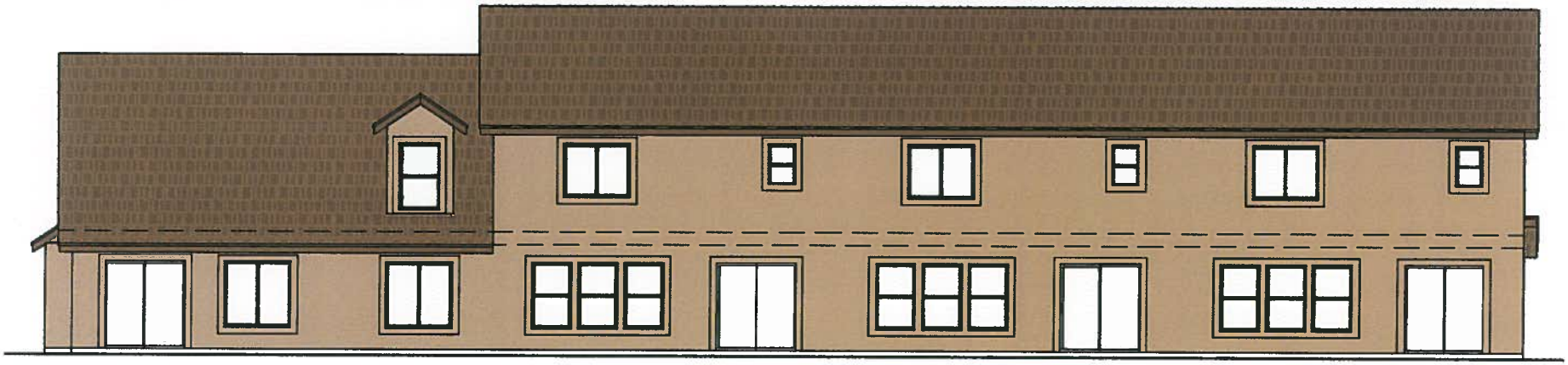
LandWORKS

FRONT ELEVATION

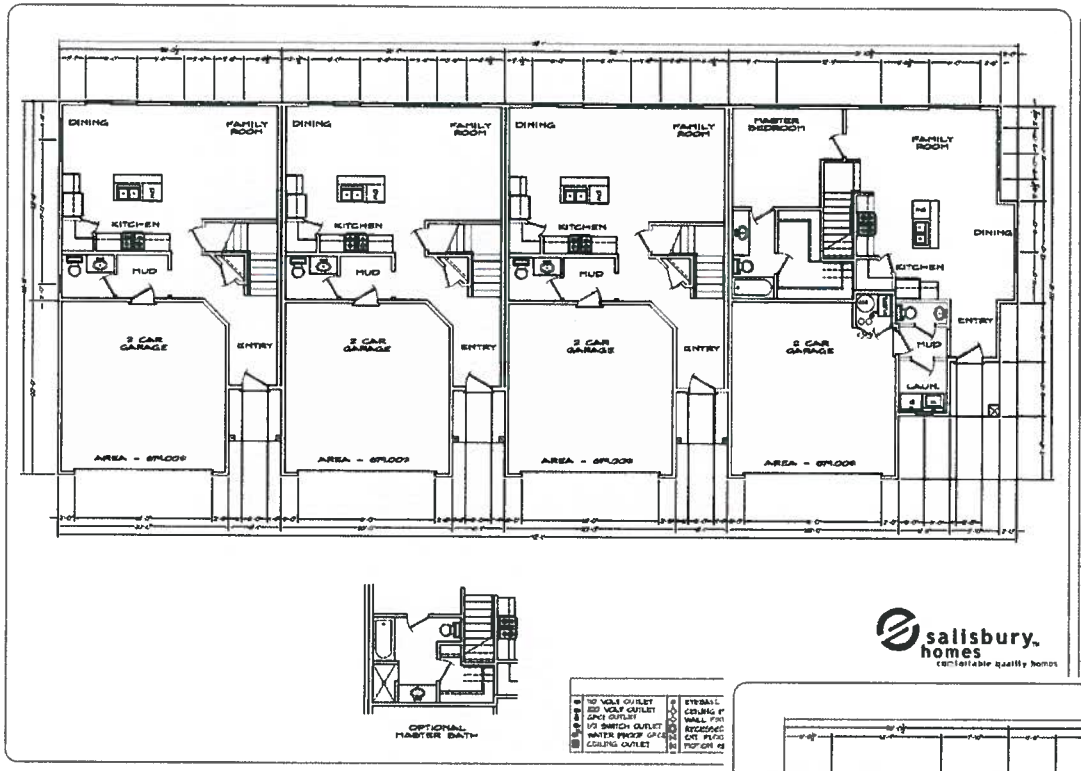


salisbury™ homes
comfortable quality homes



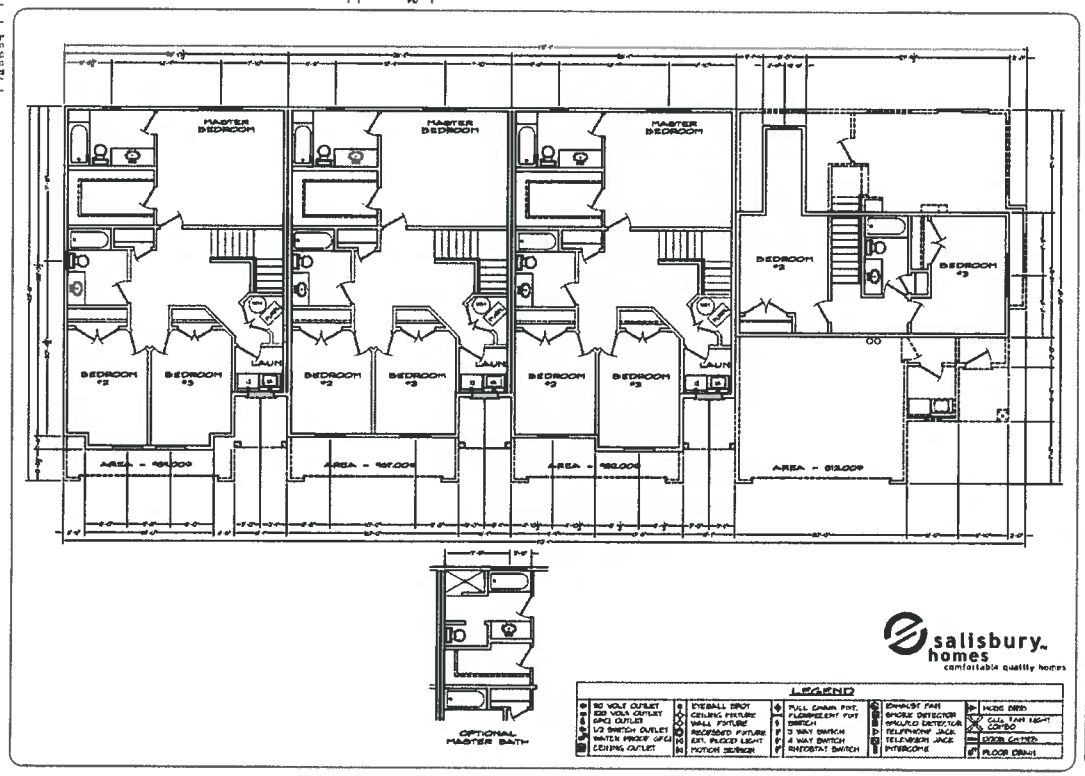


BACK ELEVATION



SALISBURY HOMES
PARKVIEW TOWN HOMES MAIN FLR.
SPANISH FORK, UTAH

6355 SOUTH 3200 WEST
SPANISH FORK, UT 84660
801-794-3738
Web: www.dodesignconcepts.com



SALISBURY HOMES
PARKVIEW TOWN HOMES 2ND FLR.
SPANISH FORK, UTAH

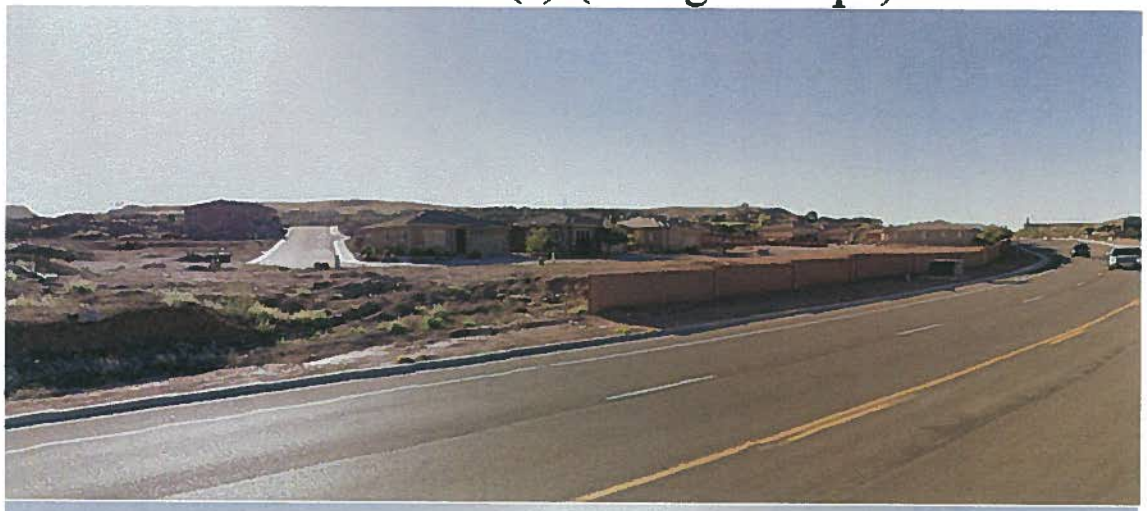
6355 SOUTH 3200 WEST
SPANISH FORK, UT 84660
801-794-3738
Web: www.dodesignconcepts.com

3 OF 9

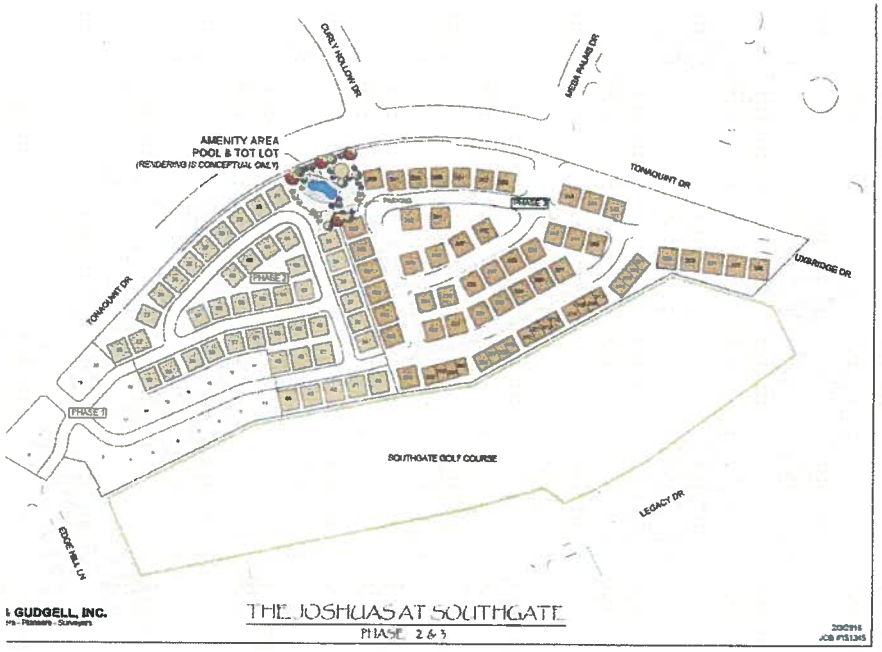
Two-Story Homes

Joshuas at Southgate Phase 2 & 3

Street View(s) (Google Maps)

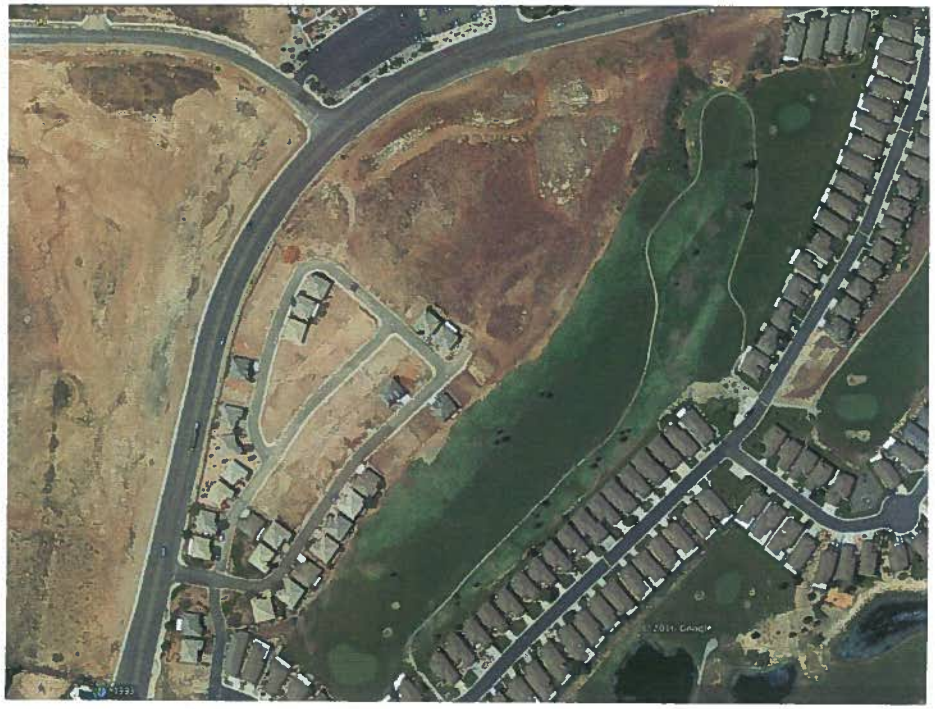


Joshuas at Southgate



Joshuas at Southgate Facts

- Phase I and II = 67 home sites
- 23 existing homes built since ~ 2000
- 1 home built each of the past 3 years
- 1 home under construction now
- 23 homes, 10 = owner occupied
- 7 = Full time, 3 = Part time
- 13 are occupied by renters



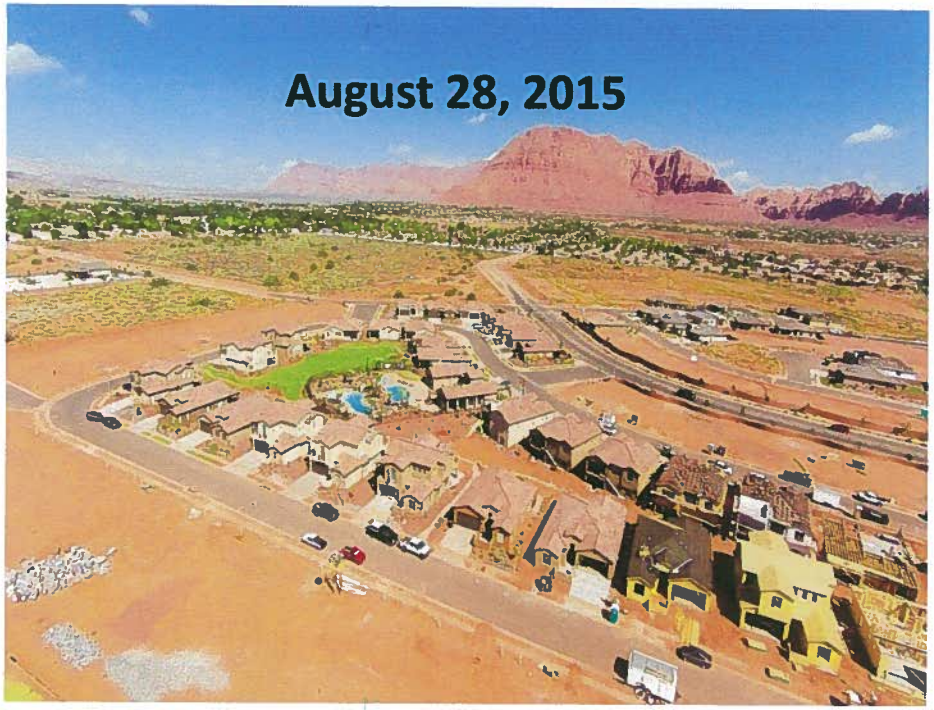
Why does the Joshuas continue to languish?

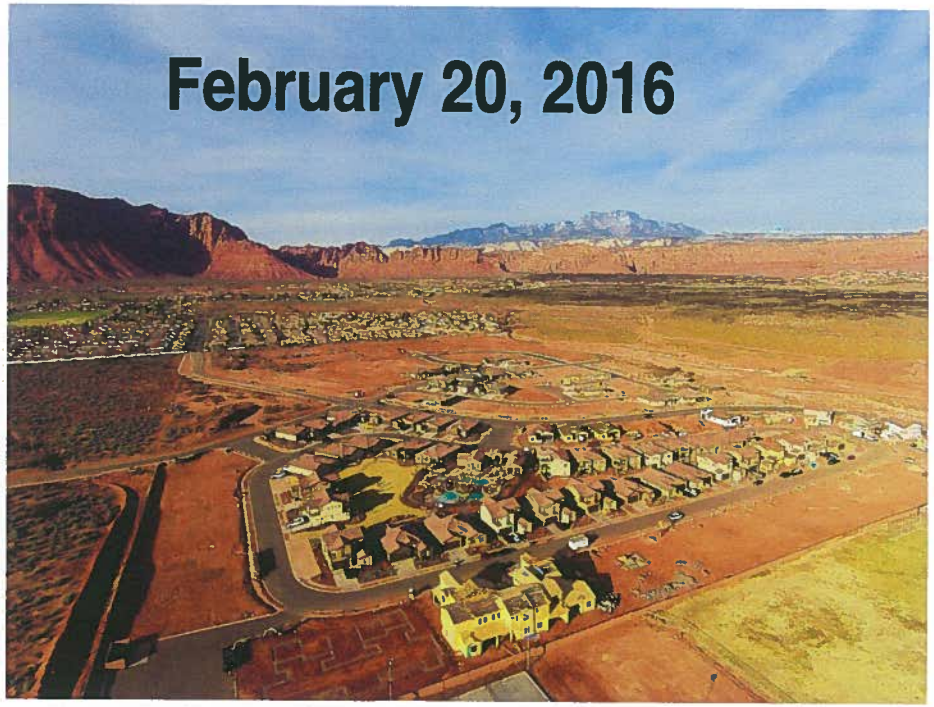
Why does the Joshuas continue to languish?

Clay

To mitigate the clay

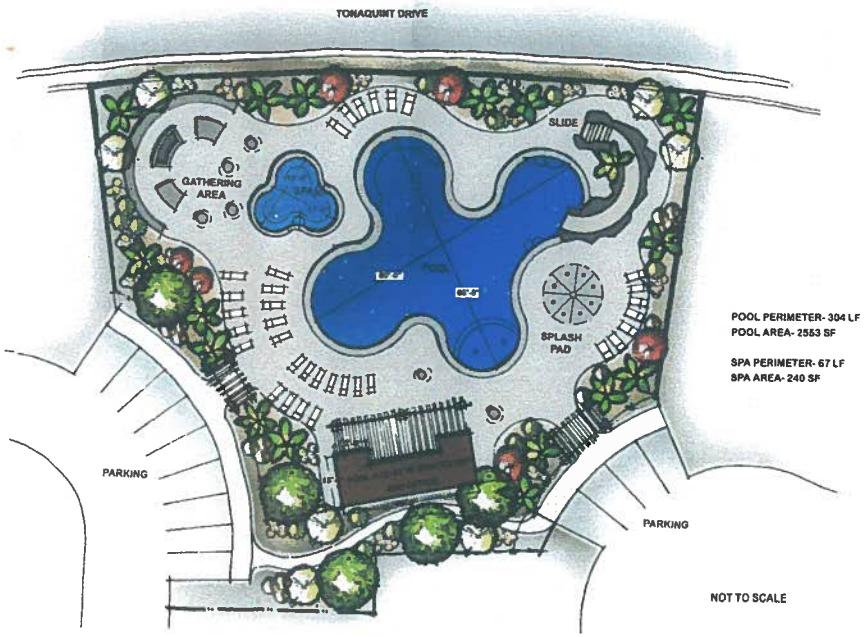
- Latest technology micro-piers utilized
- 10-year home warranty offered
- Educated local agents





Why would this be beneficial for the residents of the Joshuas?

- Increase in home values
- Homes that are sellable
- A nice amenity



Why would this be beneficial for the residents of the Joshuas?

- Increase in home values
- Homes that are sellable
- A nice amenity
- Lot owners will build homes
- HOA revenues will increase

Why would this be beneficial for the City of St. George?

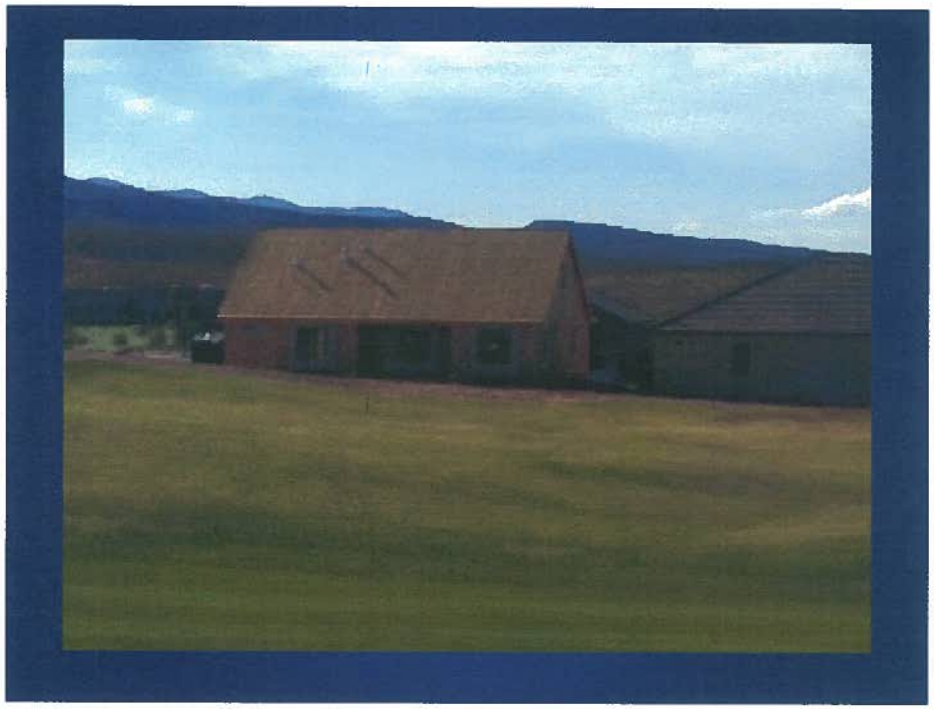
- Legal, tax-paying short-term rentals that are managed professionally
- Not only sales tax on rentals, but property tax on homes vs. lots
- Barren land would be covered by homes

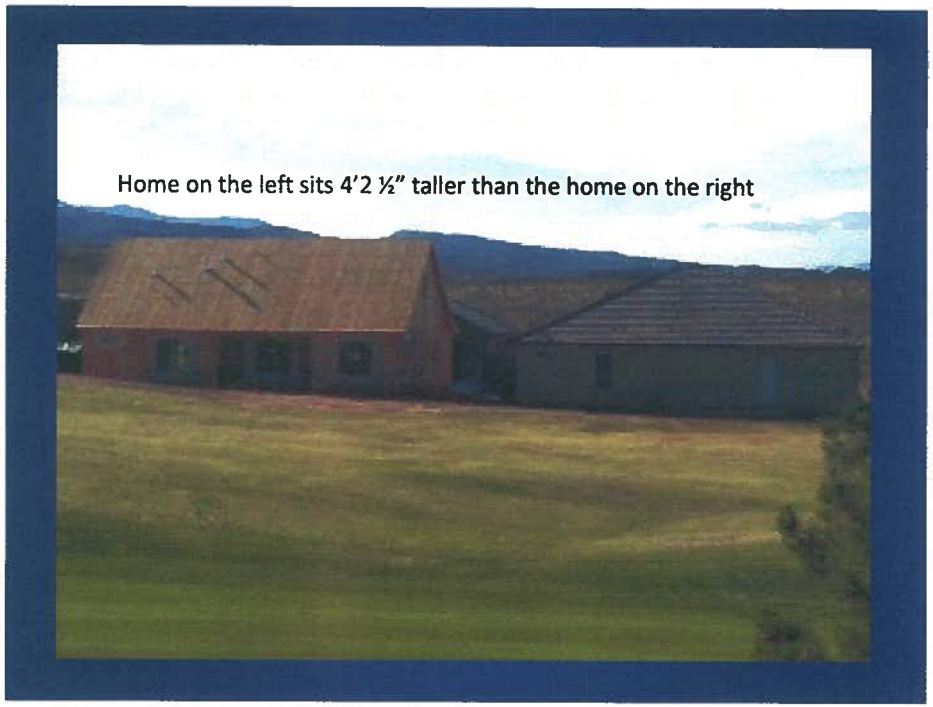
Neighbor's Concerns – letters, visits, calls, and emails

- Views
- Traffic – Tonaquint and in Legacy
- Parties/noise
- Free use of the golf course
- Crime
- Noise from the swimming pool
- Ugly homes
- Parking – Cars and RV's
- Large groups staying in a single home

Neighbor's Concerns - Views

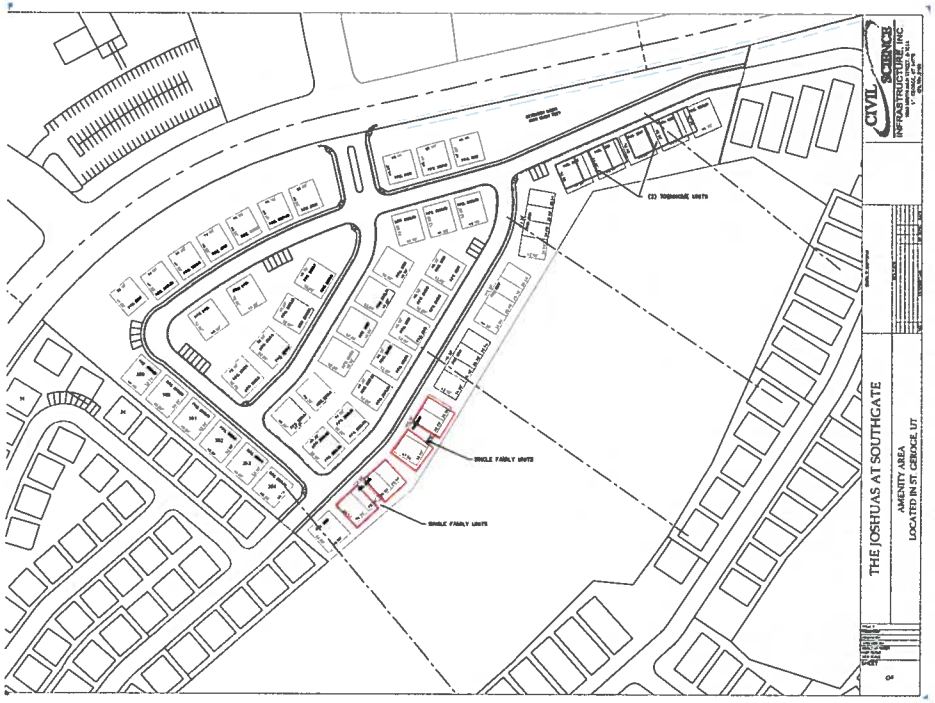
- Many of the Legacy homes on the golf course have great views
- Some of those views will be hindered no matter what by new homes




Home on the left sits 4'2 ½" taller than the home on the right

Neighbor's Concerns - Views

- Many of the Legacy homes on the golf course have great views
- Some of those views will be hindered no matter what by new homes
- The Joshuas will have new CC&R's going forward that will stipulate a Design Review Committee (DRC) which will oversee any proposals for new homes
- Moved the townhomes off the hill



Neighbor's Concerns - Views

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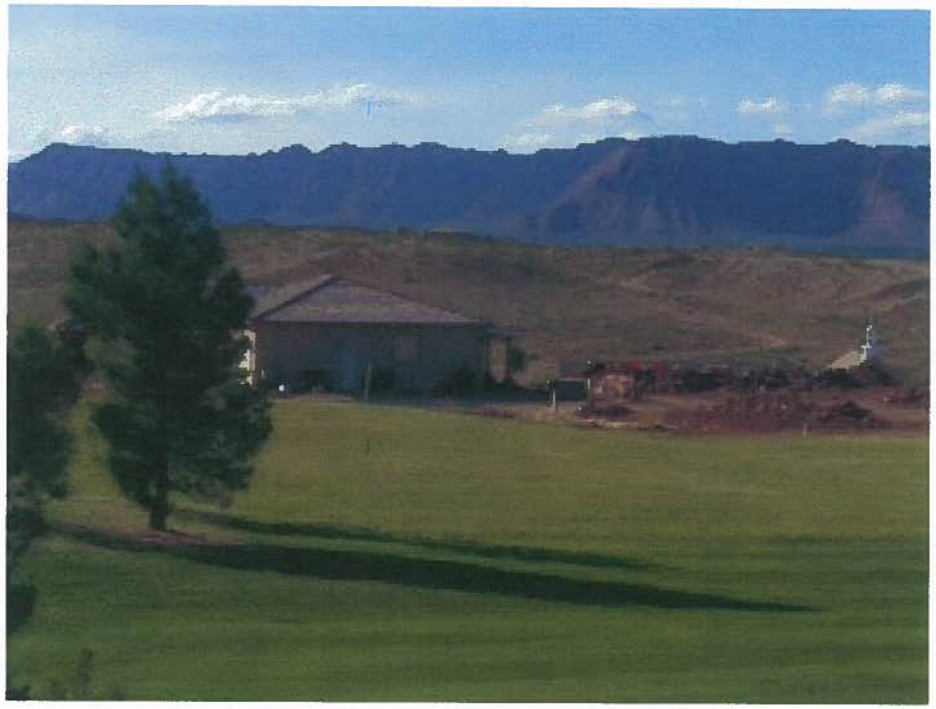
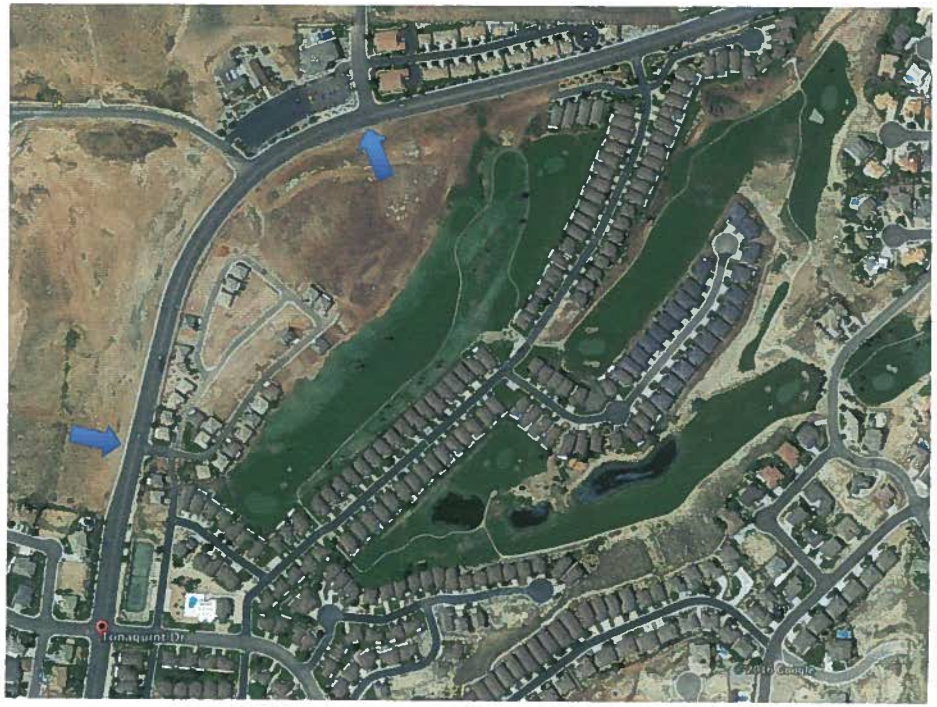
- Some of those views will be hindered no matter what by new homes
- Moved the townhomes off the hill
- The Joshuas will have new CC&R's going forward that will stipulate a Design Review Committee (DRC) which will oversee any proposals for new homes
- Restricted the heights of homes built on lots 10, 40, 41, 44, 301 – 305 to 18'

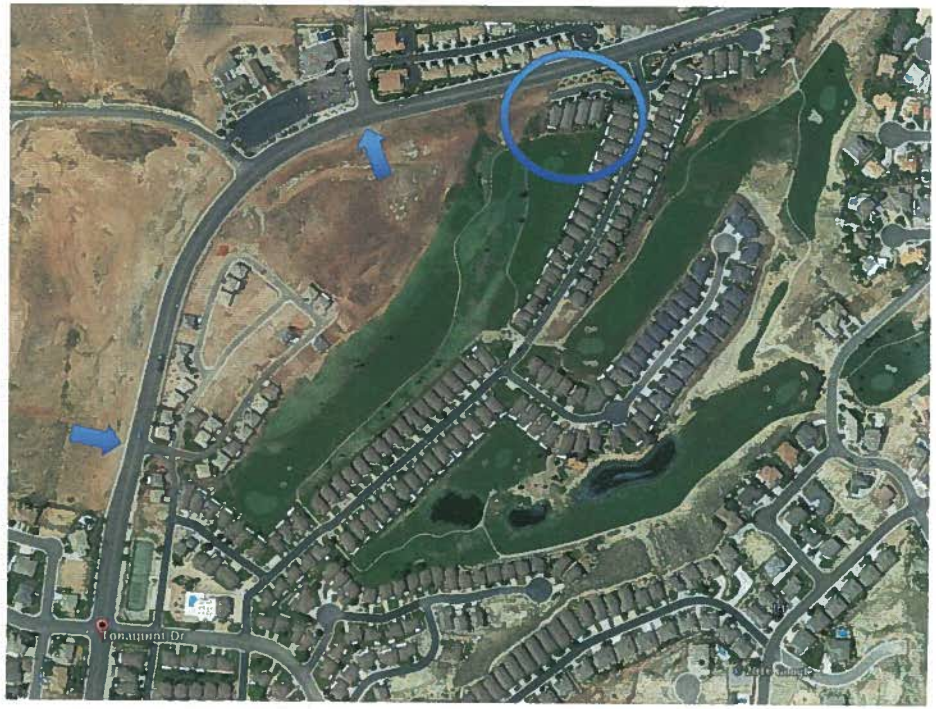


Reposition

Neighbor's Concerns - Traffic

- Traffic on Tonaquint Dr.
  - This proposal nets +8 dwellings
- Increased traffic in the Legacy





Neighbor's Concerns - Parties

- No such history exists in Paradise Village
- Testimonials provided at the Planning Commission mtg in May
- CC&R's and the written rules prohibit noise disturbances and impose an age minimum

Neighbor's Concerns - Parties

CC&R's 14.5 **Quiet Enjoyment; Nuisances**. ..... any noise or other condition that will or might unreasonably disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. Noise typically associated with ball fields, swimming pools and recreational centers, normal amounts of dogs barking and children playing are not prohibited.

Neighbor's Concerns - Parties

Leasing Rules # 7. Management companies must include in their advertisement of the property the following:

"The Joshuas at Southgate is a family-oriented community and not a destination to party. If you are looking for a place to party, please lease elsewhere. Anyone cited for being a public nuisance or violating noise ordinances will have their lease terminated and forfeit any deposit."

Neighbor's Concerns - Parties

Leasing Rules # 5. All Lessee's must be 21 years of age or older and present during the duration of the rental period.

Neighbor's Concerns - Parties

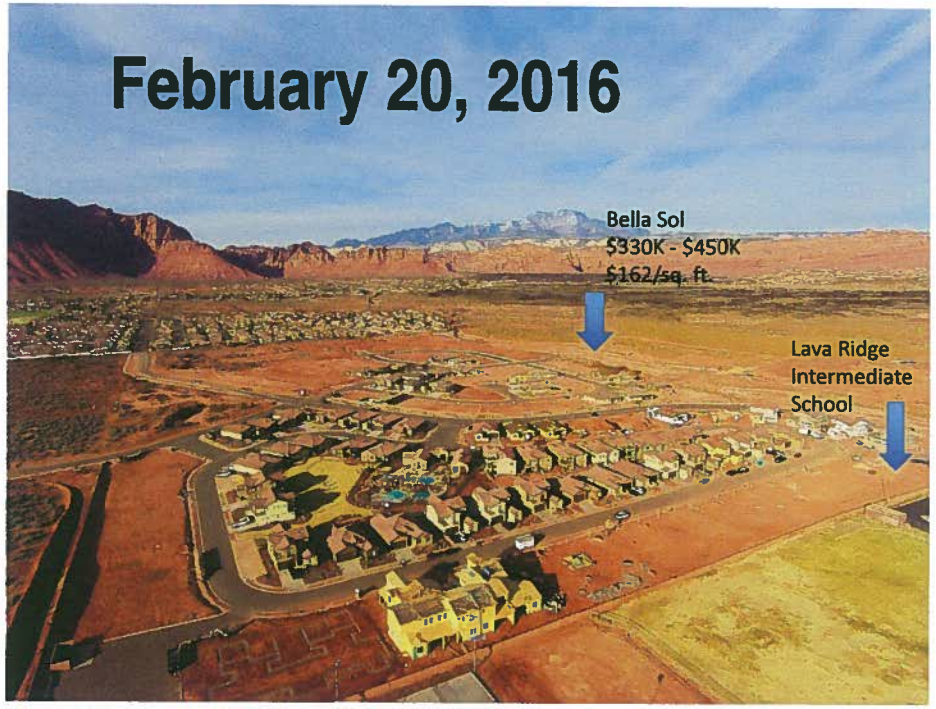
- No such history exists in Paradise Village
- CC&R's and the written rules prohibit noise disturbances
- "Who will police this?"

Neighbor's Concerns – Free Use of the Golf Course

- "It happens everywhere but I am not aware that it is a big problem in that vicinity vs. anywhere else" Colby Cowan
- The opposition of this proposal uses the golf course to access the Joshuas
- Family staying/living in Legacy this past Saturday – 948 Edge Hill Lane – was playing on the green

Neighbor's Concerns – Crime

- "Dopers, drug dealers, potheads, pedophiles, sex offenders, burglars, vandals"
- "I-15 is the drug corridor"
- No evidence to support this
- Paradise Village record is contrary



Neighbor's Concerns – Noise from the swimming pool

- Pools can be noisy with children playing
- The location of the pool should eliminate any such concern as the road noise is likely greater

THE JOSHUAS AT SOUTHGATE

Neighbor's Concerns – Ugly homes

- Matter of opinion

Neighbor's Concerns – Parking (Cars and RV's)

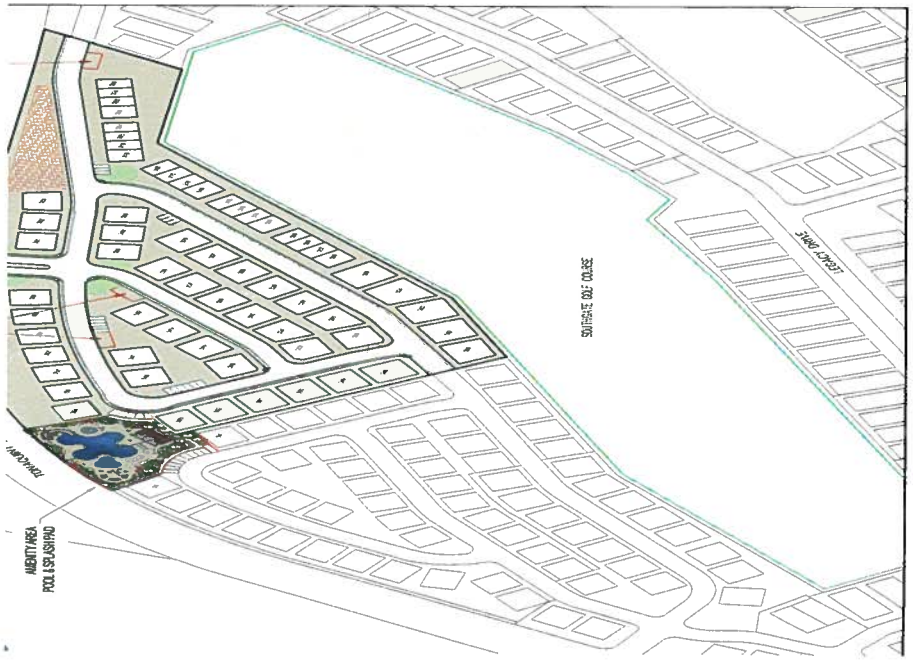
- This was probably the biggest complaint brought up by the owners of the Joshuas in our first HOA mtg regarding the re-zone
- It was agreed that with the new CC&R's no street parking would be allowed
- How's does this affect the owners of the Legacy in any way?

Neighbor's Concerns – Parking (Cars and RV's)

- We learned that it is already prohibited by the City because of the street widths
- Nonetheless the Joshuas' CC&R's have been modified to reflect no street parking would be allowed
- Furthermore, RV parking is not permitted

Neighbor's Concerns – Parking (Cars and RV's)

- CC&R's 14.2.1 Parking/Garages. ……. All vehicles must be parked within the garage for a Unit or temporarily on the driveway servicing the Unit. The Units shall be designed to permit the same number of vehicles in the garage and driveway as there are the number of bedrooms in the Unit. Any vehicles that cannot be accommodated in the garage and driveway shall be parked in the guest parking areas provided in the Common Area. Street parking is prohibited.



Neighbor's Concerns – Parking (Cars and RV's)

CC&R's 14.2.2 Prohibited Vehicles. Commercial vehicles, vehicles with commercial writing on their exteriors (except those of a size to be parked in a home's garage), vehicles primarily used or designed for commercial purposes, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked only in enclosed garages or areas, if any, designated by the Board or by the Association, if any, having jurisdiction over parking areas within a particular Community….

Neighbor's Concerns – Parking (Cars and RV's)

Leasing rules # 6. Parking is limited to the garage and driveway of the Lessee's rental property. STREET PARKING IS PROHIBITED by the City of St. George and will be enforced. Additional parking is available randomly throughout the subdivision on a first-come, first-serve basis. Recreational vehicles (including boats, ATV's/UTV's, motorcycles, etc.), motorhomes, campers, trailers are prohibited from parking in the subdivision except those of a size to be parked in a home's garage or driveway.

Neighbor's Concerns – Large groups staying in a single home

- We impose a limit on the number of guests that can stay in an overnight rental home

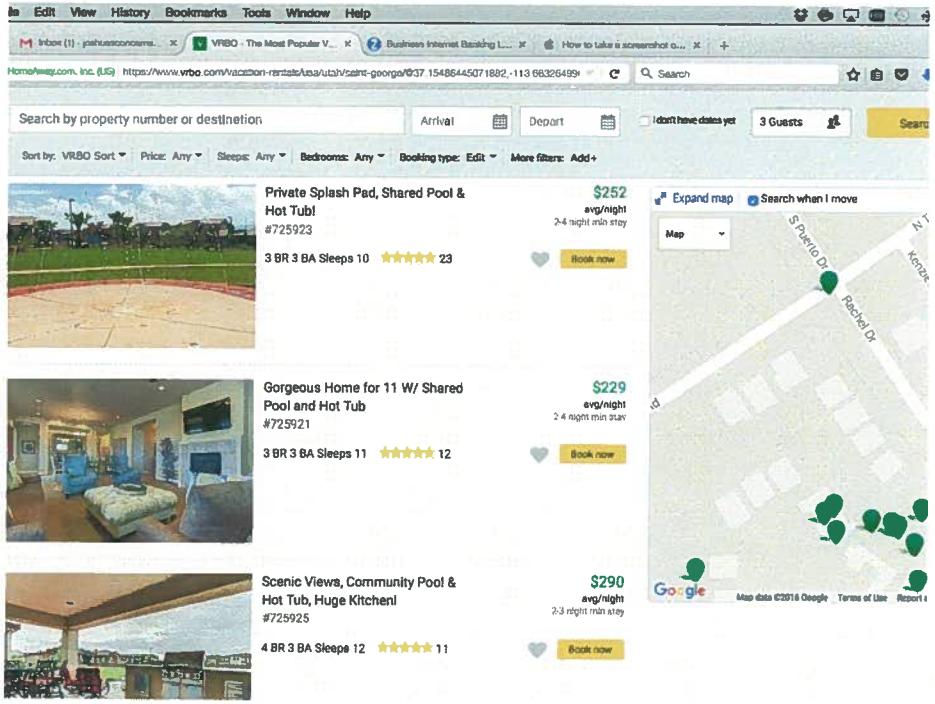
Neighbor's Concerns – Large groups staying in a single home

Leasing Rules # 8. The maximum number of occupants of any particular dwelling is limited to the following:

2-bedrooms units = Maximum of 8 people

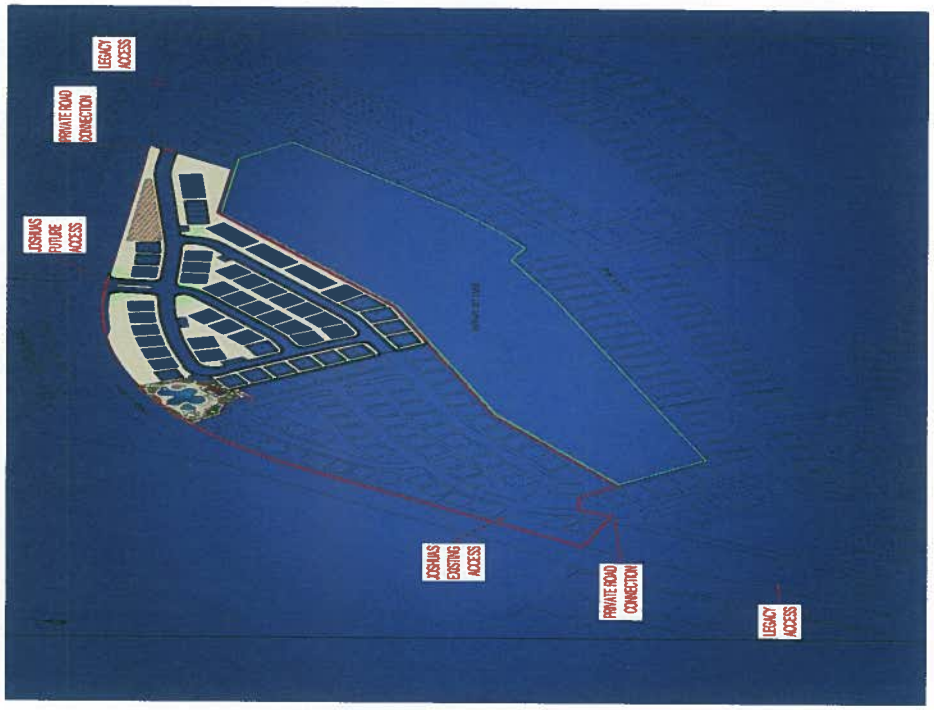
3-bedroom units = Maximum of 10 people

4-bedroom or larger = Maximum of 12 ppl



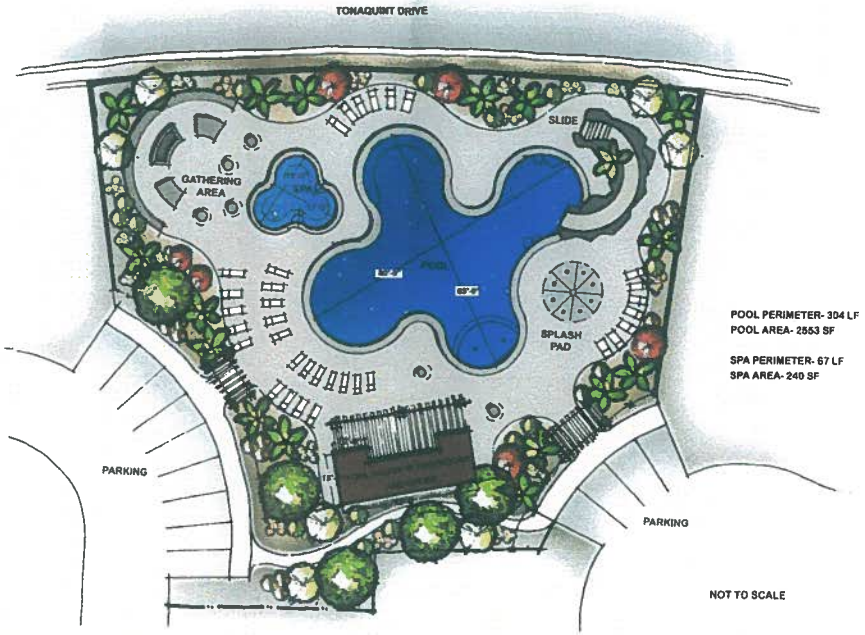
Access

- Joshuas has two access points, one in existence and one to be added with Phase III



Swimming Pool & Clubhouse

- Opposition: The Joshuas swimming pool is too small
- At 2,553, this is a big pool!



Joshuas Swimming Pool by Comparison

- Joshuas' pool = 2,553 sq. ft + splash pad + hot tub
  - 109 homes
- Paradise Village pool = 2,550 + splash pad + hot tub
  - 89 homes
- Cliffs at Snow Canyon = 1,000 sq. ft. + hot tub
  - 200 homes
- Palisades = 1,800 sq. ft. + hot tub
  - 125 homes
- Tuweap = 800 sq. ft.
  - 80 homes

Joshuas Swimming Pool by Comparison

- Trepolo in Little Valley = 1,000 sq. ft.
  - 100+ homes
- Lakota Ridge = 800 sq. ft.
  - 100 homes??
- Entrada = 1,000 sq. ft. indoor and 740 sq. ft. outdoor
  - Homes???
- Legacy =
  - 265 homes

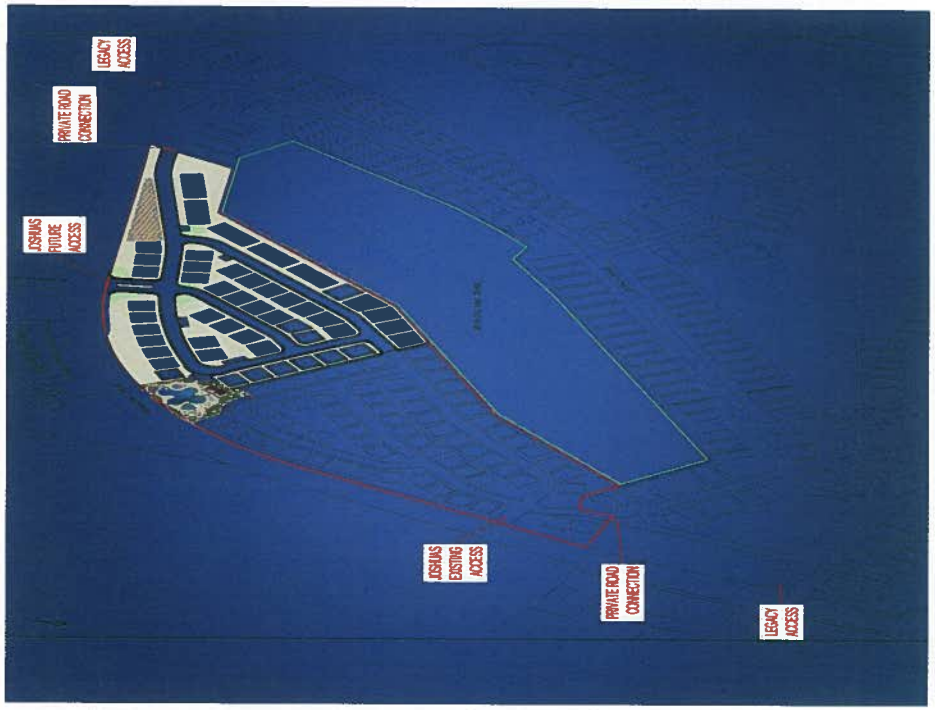
- All data provided Jeff Norton of Sunset Pools

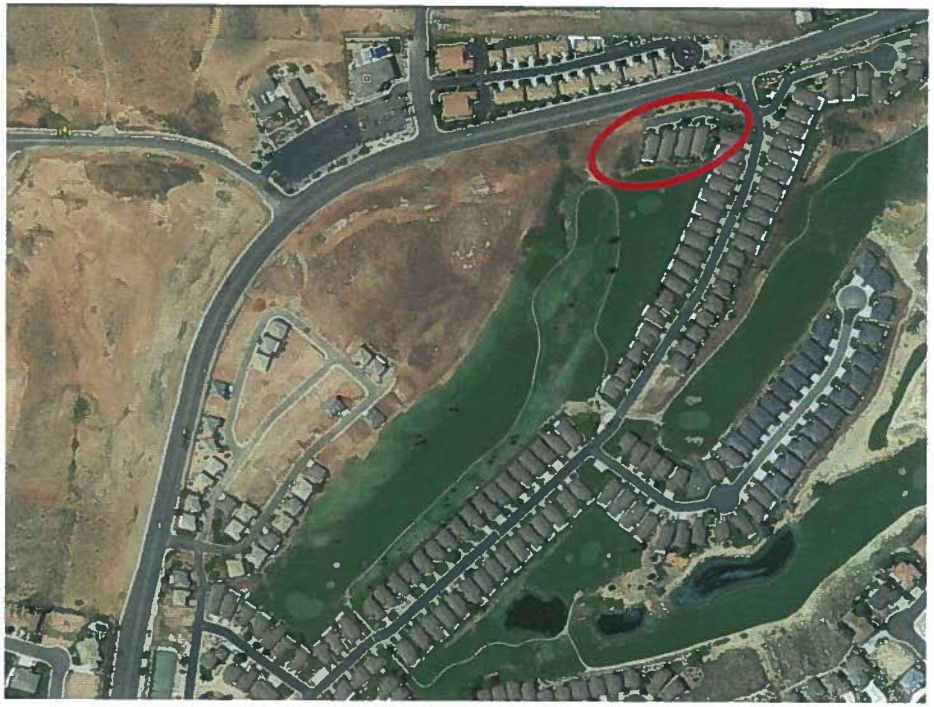
Who is going to police this?

- Management office in the clubhouse
- 24-hour hotline

This Rezone is Good for All

- The neighbors are largely unaffected – fear and deception
- The increased value and sales prices of homes in the Joshuas will increase the sales prices of homes in the Legacy
- There aren't many places much better in all of St. George for such a community





This Rezone is Good for All

- The neighbors are largely unaffected – fear and deception
- The increased value and sales prices of homes in the Joshuas will increase the sales prices of homes in the Legacy
- There aren't many places much better in all of St. George for such a community
- St. George needs quality, legal nightly rentals
- But perhaps most importantly, what do you do with the Joshuas without this?

Joshuas letters recap

- They want to maintain tranquility of neighborhood
- Commercial use in a residential neighborhood
- Too close to schools/Beehive Homes
- Golf Course would become a playground
- Largely a senior citizen area
- Safety and security concerns
- Strangers will be staying there
- Will create a nuisance
- Will decrease property values
- Will diminish views
- Will be a hotel without a front desk
- Increased:
  - Noise – parties
  - Traffic – including RV parking
  - Crime – vandalism, drugs, sex offenders, etc.
  - Congestion

Joshua

Dear City of St. George:

I am the owner of 3 lots in the South Gate subdivision Lots 10, 43, 45. I am requesting approval for the new zoning that would include nightly rentals. I am currently building a vacation home on lot #43. A change in the zoning to nightly rental would make it possible for me to build homes on my other two lots. I live in Salt Lake and plan on visiting several times per year. However, I am hopeful that I will be able to rent my home out when I am not visiting. I know that St. George is a vacation destination area for families and they want to stay in a home rather than a motel room. I do believe that a nightly rental will improve the value of these lots and encourage people to vacation more in St. George from Salt Lake. I strongly encourage you to pass this amendment.

Thank You Kennon Tubbs.

salisbury™ homes
comfortable quality homes

February 7, 2016

Salisbury Homes
Rick Salisbury
801-404-0824

City of St. George
Community Development Department
175 E. 200 N.
St. George, UT 84770

To Whom It May Concern:

I hereby express my strong support in favor of the proposed rezoning of the Joshuas subdivision phases II and III to short-term rental. Unfortunately, by the time a date was assigned for the Planning Commission hearing, I had a previous commitment out of town that I am unable to reschedule.

I purchased phase III in 2006 and immediately began plans to develop the property including obtaining an approved plat from the City. However, I was advised that the previous phase was not selling and that I should hold off or sell my property. On numerous occasions I have had my property under contract only to see it fall through for the same reason – the property is not attractive to buyers (developers and homeowners alike) due to the clay content in the soil.

The proposal to rezone the subdivision to nightly rentals is a brilliant effort to bring new life to ground that seems to be worth little to no value. I, for one, would begin developing my property immediately if the rezone were to be approved. Obviously this ground generates very little tax revenue for the City, comparatively. However, this rezone would spark a consider amount of development and construction improving the neighborhood for the residents and the tax base for the City.

Please take the time to research the long history of inactivity in this subdivision and accept my professional opinion that this rezone will instantly change that inactivity to activity.

Thank you in advance for your time and consideration,

Rick Salisbury

t 801.491.9091
f 801.491.9096 (Construction)
f 801.491.9007 (Sales)
i mysalisburyhome.com

494 West 1300 North
Springville, UT 84663

Diana Lemmon

From: Clifford Hausman[redacted]
Sent: Tuesday, May 03, 2016 11:45 AM
To: John Willis

Dear Mr. John Willis,

Reference: Case No. 2015-ZC-037

As a resident in the Southgate at Legacy homes, I am *against* the construction of 109 Short Term Vacation rentals. I believe my peace, tranquility, enjoyment of my living surroundings and my safety would be greatly affected by all the additional traffic, people, congestion and noise.

I am respectfully demanding that the short term rentals *not be allowed* and *not be constructed* near my vicinity.

Sincerely,

Cliff Hausmann

[redacted]

Diana Lemmon

From: Clifford Hausman[redacted]
Sent: Tuesday, May 03, 2016 11:48 AM
To: John Willis
Subject: Phase 2/3 of Joshuas--short term rentals

Dear Mr. John Willis,

Reference: Case No. 2015-ZC-037

As a resident in the Southgate at Legacy homes, I am *against* the construction of 109 Short Term Vacation rentals. I believe my peace, tranquility, enjoyment of my living surroundings and my safety would be greatly affected by all the additional traffic, people, congestion and noise.

I am respectfully demanding that the short term rentals *not be allowed* and *not be constructed* near my vicinity.

Sincerely,

Cliff Hausmann

[redacted]

Diana Lemmon

From: Kent Matheny [redacted]
Sent: Tuesday, May 03, 2016 11:21 AM
To: John Willis
Subject: Rezoning Joshuas

Dear Mr. Willis,

I am Kent Matheny, resident at [redacted] in the Legacy at South Gate development. I urge you to vote against rezoning the Joshuas from residential to the zoning category that would allow short term even overnight rentals.

Thank you for your service to the community on the Planning Committee.

Kent Matheny

[redacted]

May 4, 2016

Good Day

This is in regards to the Joshua's of Southgate proposed short term vacation rentals. It is not a good fit into the existing single family communities for numerous reasons.

There is a large percentage of snowbird residences which will be prime targets for numerous types of unlawful acts. As well as put all the other residences at a similar risk.

The golf course will no doubt be used illegally for their pleasure whether golfing, playing games or riding who knows what down the fairways.

Not having to have any investment, background checks or vetting and being on the I 15 corridor you can look forward to the very great possibility of any type of illegal activities including the "cooking" of all sorts of drugs, distribution to the young in the schools and surrounding areas. Plus, as has happened in many other parts of the country with similar type of short term vacation rentals, this can result in fires, explosions and deaths.

The additional costs to the city for increased services required could be sizeable.

Area residents have expressed their concerns regarding safety, traffic, costs and loss of revenue to the city, the right to the quiet enjoyment of our properties, maintaining the value of our properties and not changing the fabric of the communities.

Please listen closely to the residents and their concerns and DENY this project and any similar proposals.

Sincerely,

Jerrel E. Sullivan

Lynette Sullivan

May 3, 2016

John R. Willis
Planning Manager
City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mr. Willis,

We (Neal and Carolyn Bennion, property owners of [redacted] have many questions/concerns with regard to the General Plan zoning and short-term rental standards Case Number 2015-ZC-037 that proposes to rezone The Joshuas, Phase 2 from R-3 to PD-R and amend the existing PD-R for Phase 3, as well as to allow short-term rentals for proposed and existing units for Phase 2 and Phase 3. After careful review of the current St. George General Plan, it is our opinion that the proposed zone change and amendment of the PD-R zone are inconsistent with the policies contained therein. Following are our findings:

- Section 6.2.1 of the General Plan states that all zoning and other land use decisions shall be consistent with the General Plan. The General Plan was amended on February 4, 2016, to change from low-density residential to medium-density residential on a total of 20.43 acres located on Tonaquint Drive north of Southgate Golf Course (The Joshuas, Phase 2 and Phase3). The General Plan amendment was APPROVED WITHOUT DISCUSSION from existing property owners within the requested zone area. (As a property owner within 500 feet, we were NOT notified by phone, e-mail, or letter, which would have given us the opportunity to appear before the City Council to discuss the proposed change.) Apparently, The Joshuas, Phases 1 and 2 R-3 zoning exceeded the low-density criteria; consequently, the General Plan was amended to correct the issue and allow medium-density residential land use. This amendment now allows Church Properties LLC The Joshuas, Phase 3 to proceed with the proposal to consider a 20-unit townhouses (five, two-story townhouses with four dwelling units each) and 44 single-family patio houses.
- Although the General Plan amendment allows the change of maximum density to nine dwelling units rather than four dwelling units per acre, we are OPPOSED to the two-story townhouses that include four units in a single building and the medium-density residential proposal.
- Growth Supporting Objective D (pages 4-6 of the General Plan) states that "...new development is organized as neighborhoods, and is integrated with existing neighborhoods..." The introduction of two-story, short-term rental units in addition to the substantial increase in density is inconsistent with the existing single-story, owner-occupied character of the surrounding neighborhoods. Therefore, we are OPPOSED to the proposed changes because the development would NOT be integrated with the adjoining neighborhoods.
- Section 6.3.1 of the General Plan states that the city will zone land consistent with the General Plan. The city must also take into account compatibility with adjacent land uses. We believe that Church Properties LLC has ASSUMED ENTITLEMENT to higher densities. As previously stated, the increase in density is INCOMPATIBLE with the surrounding low-density residential neighborhoods.

- Section 6.1 of the General Plan states that property-specific conditions are taken into account when the Planning Commission and City Council are requested to zone, rezone and/or grant a building permit for a specific parcel. Therefore, we are OPPOSED to the proposed changes because the development would allow short-term rentals in existing single-family, residential areas.
- Further, the purpose of Section 10-14-21.A of the City Zoning Ordinance is to ensure compatibility with existing residences and preserve the existing character and property values of the community. (On April 22, 2016, the City of St. George posted the following: "In honor of Earth Day and the extraordinary place we live, city employees organized a clean-up along Red Hills Parkway this a.m." "Don't waste Dixie!") Based on these points, we recommend that the Planning Commission NOT approve the zone change and amendment to the PD-R zone.

We are property owners within 500 feet of the requested zone change; consequently, we will be directly impacted by the requested proposal to allow short-term rentals for the proposed and existing dwelling units for The Joshuas, Phase 2 and Phase 3. Allowing The Joshuas, Phase 3 addition of 44 new patio houses and 20 new townhouses plus The Joshuas, Phase 2 dwelling units for a total of 109 and allowing short-term rentals will severely impact the existing peaceful residential setting.

To date, Church Properties LLC has succeeded in getting the General Plan changed from low density to medium density for the proposed development of The Joshuas. Please do NOT recommend the proposed zone changes to the City Council.

Enclosed is an approximate layout of the proposed location of The Joshuas, Phase 3 patio houses and townhouses (four-plex units) in relation to our house.

Thank you for considering/responding to our concerns,

Neal W Bennion
Carolyn Bennion

Neal and Carolyn Bennion
[redacted]
St. George, Utah 84770
Cell phones: [redacted]
E-mails: [redacted] or [redacted]

cc:
Mayor: Jon Pike
City Manager: Gary Esplin
Councilwoman: Bette Arial
Councilman: Ed Baca
Councilman: Joe Bowcutt
Councilman: Jimmie Hughes
Councilwoman: Michele Randall

Google Maps 2208 S Legacy Dr

Map data ©2016 Google 200 ft

2208 S Legacy Dr
St George, UT 84770

Google Maps

Diana Lemmon

From: Brian Dower [redacted]
Sent: Tuesday, May 03, 2016 7:49 AM
To: John Willis
Subject: 2015-ZC-037; The Joshuas at Southgate

Mr. Willis,

I am writing to express my opposition to the application for zoning change in The Joshuas at Southgate, case 2015-ZC-037.

I believe this will negatively impact the area with safety and property values being lowered, and crime increased. Much like the Shadow Mountain neighborhood/area has done, that many of us moved from.

I urge you to oppose this zoning change.

Thank you for your attention and consideration.

Brian Dower

Diana Lemmon

From: Coyston Jim[redacted]
Sent: Tuesday, May 03, 2016 8:00 AM
To: John Willis
Subject: Case No 2015-ZC-037 - The Joshuas at Southgate

Good Day Mr Willis,
We are concerned residents of The Legacy at Southgate regarding the proposed zoning changes of Phases 2 and 3 of the Joshua's.
Adding 109 short term vacation rentals including five two story four-plexus will create havoc in the lifestyle we paid for when we purchased our home in the Legacy. Our main reasoning for the Legacy purchase was/is the quietness this community offered. We envision hundreds of people along with their boats, off road vehicles, trailers etc invading our privacy and potentially leading to an increase in crime in our community.
We also envision a damaging negative effect on our property values. We urge you to drive through our serene community and experience the positive feel it emits. Beautifully well landscaped properties, clean, quiet streets, literally no traffic and residents that care for their homes. We do not want this to change in any way.
While we are unable to attend the May 10 hearing we write to you to express our concerns and request that this zoning change not be approved.
We thank you for your time in reading our email and for taking our concerns into consideration.
Thank you.
Kind regards,
Jim and Trish Coyston
[redacted]
St George,UT 84770

Diana Lemmon

From: Lisa Anjewierden [redacted]
Sent: Tuesday, May 03, 2016 7:44 AM
To: John Willis
Subject: Case No 2015-ZC-037

Dear Mr. Willis and the St. George Planning Commission,

We are writing concerning the zoning changes planned for the Joshuas Phases 2 and 3 (case no. 2015-ZC-037). We are expressing our **opposition** to the zoning plan change. We are **opposed** to short term rentals in our neighborhood. We have the following concerns in changing the zoning to allow what is essentially a hotel in our neighborhood.

We are concerned about the amount of traffic this will bring into our neighborhood.

We are concerned about bringing people into the area who are not invested in keeping the property a safe place for all of us.

We are concerned this will bring 100's of strangers very close to our intermediate school and to children walking to and from school.

We are concerned about what kinds of rules these short term tenants will have. Where will they park? What will they do with their RV's and boats? What will be the rules regarding pets?

We are concerned about the increased amount of noise this will bring into our quiet, peaceful neighborhood. Will this bring increase noise late into the night? Will people be arriving late in the night to these rentals?

We are concerned about the possibility of increased vandalism and theft occurring when so many transient people are shuttling through our neighborhood.

We are concerned the proposed changes will have an affect on the property values of our homes. Should we choose to sell our homes having daily rentals in our neighborhood will make the area less desirable. Would you want a hotel in your neighborhood?

We hope you will consider our concerns as you make this zoning change decisions. When we purchased our home, we chose to live in this area based on the fact there were no short term rentals in our area. Please keep our neighborhood a safe and peaceful place. Thank you for your consideration.

Dirk and Lisa Anjewierden
[redacted]

Sent from Mail for Windows 10

May 2,2016

Planning Commission
City of St. George
175 E. 200 North
St. George, UT 84770

Re: Case No. 2015-ZC-037
Proposed Zone Change for The Joshuas at Southgate Phases 2 &3

Dear Commissioners

I am extremely concerned about a proposed zoning change bring considered by the city. The proposed zoning change is for The Joshuas at Southgate Phase 2 and Phase 3. Which I understand would allow the developer to build over a hundred a short term rental structures on this property. The proposal would allow for up to 500 people to be renting overnight accommodations in the middle of several established residential neighborhoods and would certainly have an adverse effect on their quality of life. The area does not have the infrastructure to support such a volume of traffic in terms of both people and vehicles in these quite neighborhoods.

Short term rental properties is a commercial enterprise that should be located in an area designed for higher density use with the infrastructure to support this higher density activity. The southgate area is a group of homogeneous residential neighborhoods designed to be in harmony with the existing zoning. A change in zoning in the middle of these neighborhoods would be very detrimental to the surrounding properties. The Joshuas subdivision has very narrow private streets not designed for the kind of traffic associated with a commercial activity. There is not adequate parking for all of the vehicles associated with daily rentals in term a large number of cars, boats, ATV's etc. This high volume of traffic is bound to spill over and intrude upon neighboring properties.

I believe the introduction of these commercials uses of property will also be a determinatal influence upon the neighboring schools, churches, and adjacent city owned golf course created by the high density use lacking in adequate facilities to support such uses. These proposed structures should be built in an area currently zoned for high density use in accordance with the City's zoning master plan such as properties in conjunction with the Dixie Convention Center and other areas in the city zoned for hotel/motel type uses. Short term rentals do not belong in the middle of existing residential neighborhoods.

I am most concerned about the effect of this proposed land use changes will have on the value of all neighboring properties in the Southgate area. I am a real estate appraiser and the former Assessor in Washington County, and in my Judgement, the proposed high density (commercial) use of these properties will have the effect of significantly lowering the market value of most other properties in the Southgate area. Not only harming the other property owners in the area but would also result in a loss in property tax revenues to the City due to the lowering of values on

surrounding neighborhoods. I believe these losses in value far out weigh any increases in value attributable the construction of the proposed short term rental units themselves.

My last objection to the proposed zoning changes deals with the relationship of all of the Southgate property owners and the City. Through zoning the City assured the home owners of what kind of a neighborhood they would live in when they purchased their homes. If this change in zoning occurs the city has not lived up to its obligation to its citizens in the Southgate area to maintain the single- family friendly environment established by the current zoning.

I respectfully request that the St. George Planning Commission deny the request for a zoning change. In my judgement, this would be in the best interest of a consistent public policy and respecting the rights of ownership for neighboring properties.

Respectfully Submitted,

Arthur L. Partridge
[redacted]
St. George, UT
[redacted]

May 17, 2016

Shawn Guzman
City of St. George
175 E. 200 North
St. George, UT 84770

Re: Case No. 2015-ZC-037
Proposed Zone Change for The Joshuas at Southgate Phases 2 &3

Dear Shawn,

I am extremely concerned about a proposed zoning change bring considered by the city. The proposed zoning change is for The Joshuas at Southgate Phase 2 and Phase 3. Which I understand would allow the developer to build over a hundred a short term rental structures on this property. The proposal would allow for up to 700+ people to be renting overnight accommodations in the middle of several established residential neighborhoods and would certainly have an adverse effect on their quality of life and the value of their homes. The area does not have the infrastructure to support such a volume of traffic and activities in terms of both people and vehicles in these quite neighborhoods.

In reviewing the city's current ordinance, it requires that for such a project to be built in a neighborhood zoned (PD) as our is zoned, the ordinance states that the project must promote the health, safety and general welfare of the residents and must meet these zoning standards 1) Protection of the environment of the city, including ***use compatibility with existing residences***. 2) ***Preserving the existing character and property values*** of the community by assuring ***appropriate uses***. 3) Establishment of ***appropriate governance procedures to plan and oversee short term leases*** of residential properties to promote the interests and welfare of the community and 4) ***Promote peace and safety*** within neighborhoods of the city.

The proposed project does not meet these requirements. Its use is not compatible with existing neighborhoods. It does change the existing character of the neighborhoods. It will have a negative effect on the values of surrounding properties. And there are no appropriate governance procedures in place to oversee the short term rentals. There is no on-site management being provided. This project will not promote peace and safety within our neighborhoods. All of these issues are in conflict with the City's ordinance. It appeared that in the planning commission's hearing the requirements were waved because of their desire to approve short term rental properties in the city.

Shawn, I am also concerned by the number of requirements that the Planning Commission waved. Do you agree with the attorney assigned to the committee that all of the requirements should not be required but waved in order to allow for a short term vacation rentals in the City. I realize the City may want to find a legal location to for this type of project but I don't agree that it should be at the expense of other property owners. And if the City is going to allow a project in this location

then, in my judgement, the developer must met all of the requirements in the ordinance. It certainly does not as presently indicated in their application and in the resolution passed by the Planning Commission

.

Short term rental properties is a commercial enterprise that should be located in an area designed for higher density use with the infrastructure to support this higher density activity. The southgate area is a group of homogeneous residential neighborhoods designed to be in harmony with the existing zoning and the City's master zoning plan. A change in zoning in the middle of these neighborhoods would be very detrimental to the surrounding properties. The Joshuas subdivision has very narrow private streets not designed for the kind of traffic associated with this type commercial activity. There is not adequate parking for all of the vehicles associated with daily rentals in term a large number of cars, boats, ATV's, and other recreational toys. This high volume of traffic is bound to spill over and intrude upon neighboring properties. There are not adequate amenities to support the potential volume of people that could by renting the properties on any given night.

I believe the introduction of these commercial uses of property will also be a determinatal influence upon the neighboring schools, churches, and adjacent city owned golf course created by the high density use lacking in adequate facilities to support such uses. The proposed project should be built in an area currently zoned for higher density use in accordance with the City's zoning master plan, such as properties in conjunction with the Dixie Convention Center and other areas in the city zoned for hotel/motel type uses, or located on other vacant land parcels around the city in less developed areas. Short term rentals do not belong in the middle of existing residential neighborhoods.

I am most concerned about the effect of this proposed land use changes will have on the value of all neighboring properties in the Southgate area. I am a real estate appraiser and the former Assessor in Washington County, and in my Judgement, the proposed high density (commercial) use of these properties will have the negative effect of lowering the market value of most other properties in the Southgate area. Not only harming the other property owners in the area but would also result in a loss in property tax revenues to the City due to the lowering of values on surrounding neighborhoods. I believe these losses in value far out weigh any increases in value attributable the construction of the proposed short term rental units themselves. While I understand the developers desire to make the purchase of this land a profitable enterprise it should not be at the expense of neighboring property owners.

My last objection to the proposed zoning changes deals with the relationship of all of the Southgate property owners and the City. Through zoning the City assured the homeowners of what kind of a neighborhood they would live in when they purchased their homes in the Southgate area. If this change in zoning occurs the city has not lived up to its obligation to its citizens in the Southgate area to maintain the single-family friendly environment established by current zoning. The proposed project is not compliant with the City's master zoning plan nor the City's requirements to change that plan.

I respectfully request that the St. George City Council deny the request for a zoning change. In my

judgement, this would be in the best interest of a consistent public policy and respecting the rights of ownership for neighboring properties. Thank for your consideration of this important matter.

Respectfully Submitted,

Arthur L. Partridge
[redacted]
St. George, UT
[redacted]

May 1, 2016

Mr. John Willis
Planning & Zoning Manager
City of St. George
St. George, Utah 84770

Re. Case No. 2015-ZC-037; The Joshuas at Southgate

Dear Mr. Willis,

I am vehemently opposed to 109 short-term vacation rentals literally in my backyard. My home faces the ridge on the opposite side of the golf course where these proposed units are to be built.

- A zoning change is not in order for this single dwelling residential community. I purchased this property and had my home built 18 years ago because of this quiet location and because of the zoning in place.

- Increased vehicular traffic, perhaps as many as 200 vehicles, will create congestion in the surrounding neighborhoods.

- There will be many leisure toys brought with the vacationers to try to maneuver the small streets within the Joshuas, motorbikes to ride the streets and ATVs to run the hills behind the Tonaquint residential community.

- The noise level created by teenagers and partying vacationers will echo across the golf course. Visiting sports teams or other competitive teams renting the units are not going to quietly retire at 10 pm.

- After hours, the golf course will become one big playground for teenagers and pets.

- Vandalism and pranksters will become an increased concern for those of us with homes facing the Joshuas.

- I also don't want to lose my beautiful view of Snow Canyon and the red hills to multi-level housing. The views are what we all love about St. George.

Please don't change the zoning to accommodate Corbin Church's desire for the maximum financial gain to himself. His development, on a lesser scale, and the City of St. George's future revenue will still be achieved.

Single-family homes are certainly acceptable, but please site them slightly below the ridge that borders the golf course. Seeing the backs of homes with their trashcans and other litter is really unsightly. That is currently the situation with the homes that have already been built.

Sincerely,

Julie Molen

Julie Molen, Legacy Southgate

Diana Lemmon

From: Dave Newman [Dave.Newman@imail.org]
Sent: Monday, May 02, 2016 9:13 AM
To: John Willis
Cc: Annelies Newman
Subject: Oppose -- Case No. 2015-ZC-037 (The Joshuas at Southgate): Short-term Rental zoning

John,

Writing to express my strong opposition to the proposed zoning change in subject line above.

I live in the Tonaquint area. Many of my neighbors and I have discussed this proposed change and are concerned. The consequences of the proposed change are a concern for the safety and tranquility of our neighborhood.

Please know of my concern and opposition to this proposed change.

Dave Newman
Senior Outcomes Analyst | SWR Administration
Office: 435.251.2093 | Cell: 801.520.8423
david.newman@imail.org

Diana Lemmon

From: Anette Scott [redacted]
Sent: Monday, May 02, 2016 9:46 PM
To: John Willis
Subject: 100% against case # 2015-ZC-037

Dear Mr John Willis.
I had called the City of St George but of course no one ever answered
There Phones.
I just got a Letter that you want to rezone a Residential zone to a
Commercial Zone.
25 Years of Investing in a Home in St George paying my License and Taxes during that Time. I research this Area very well and moved here finely to enjoy my Retirement.
Because this City is in the Pocket of
Land Owners and Builders my Life should not be changed for ever I live across in the Legacy.
Not only would it be Noisy lots of Crime Drinking Parties and most likely Drugs.
We would have the Police here every evening.
Because it would be a Hotel with out a Front Desk.
I had problems with that piece of Land there dumbing Rocks making it ugly and and not nice for the Golfer.
Corbin Church must have just bought this Piece of Land and he knew it was A Resident Zone.
Why should he have the right to change it or the City.

Who will be responsible for loss of our Property.
Dangerous Traffic, for the School Kids walking home from shool.
You have no control if Sex Offenders will rent there. Will you personally take Liability for it?
Is it worse it for a Landowner just because he has Money?
Does the City don't care for Citizen Seniors And there Children to endanger them.
The Traffic now is already very bad.
And who ever oked those ugly Houses they just built at The Josuhas
O you people oked them too.
Around the Golf Course ugly who wants to buy those one step and there are at the golf Course.
Never should those have been allowed as we all say City is in the Pockets of Land owner and Builders otherwise such Homes should have not been allowed here at the Golf Course.
As it is people from Joshuas are using in the Evening the Golf course
To run their Dogs.
What do you think will happen They will be people who do not care will have noisy drinking Parties Trash and Bottles will be all over the Golf Course Dogs will poop all over the Golf course.
There are 2 Schools it will no longer be safe for them.

A Nursery Home not safe for them and they will not be able to have the quite Time they deserve.

Utah has very strict Liquor Laws. There are 2 Churches right across the Street so you can see Donald Trump and Bernie is right our Government is corrupt starting with Washington Capital City and Local City.
No wonder people are upset and voting the way they do this Year.

Ps also Note that you know 50% of Home Owners do leave in May and you put the Meeting right in the middle of it .
So please for Once put citizens first leave it as it was meant to be safe
For all of us.
Let it be Residential and Church can build his Home outside where no one cares in an Industrial Zoned Area.
Anette Scott
[redacted]
St George Utah

I'm against it 100% just in case you do not read this Letter
Case # 2015-ZC-037%

Sent from my iPad
National Papers
Anette Scott

Diana Lemmon

From: Anette Scott [redacted]
Sent: Thursday, May 05, 2016 9:55 PM
To: John Willis
Subject: Rezoning 100% against case number 2015-ZC-037

Regarding the Joshuas Land Invasion
This land was sold for residential homes only and we are all invested to preserve our family life .This is not the time to bring up a group of investors to disturb our quality of life and devalue our financial investments with our family in mind . Getting an approval from city bureaucrats to even think of trying to change our zoning is shameful and any one who is connected must be name for future voting days . The idea that you would ok the structures bordering our golf course for rentals on a daily basis to individuals near our churches and schools with no control is so dangerous to all of us . It is unthinkable that you would approve individuals crossing the golf course straight to our homes invading our life and property . You are setting up a zone of fear and panic for all of us.You will turn this beautiful area into a honky tonk sight. Not acceptable . You will devalue our investments not acceptable you are endangering our lives not acceptable . It is not up to corrupt bureaucracy to imposed on us the wish of a group with financial power to take over our land not acceptable . We have hotels and apartments and private homes for rent in appropriate areas keep them

there in their zones.Zone 84770 is for private family homes only . Any one in city planning who works against beautifying St.George must be questioned . Did the traffic situation was ever questioned ? Please stop giving ok s to mediocre constructions . St.george deserves better.
Case Number 2015-ZC-037
Marie Sorne
Legacy
100% against it.

Sent from my iPad
National Papers
Anette Scott
[redacted]

Diana Lemmon

From: Emelene Barna [redacted]
Sent: Monday, May 02, 2016 10:42 PM
To: John Willis
Subject: CASE No. 2015-ZC-037; The Joshuas at Southgate

May 2, 2016

I am writing this letter **in opposition to the change in zoning on Phases 2 and 3 commissioned by Church Properties LLC for the approval of building short term vacation rentals.**

This type of zoning will enable hundreds of people to go in and out of our neighborhoods daily with boats, trailers and other vehicles which will cause undue traffic problems day and night for residence along Tonaquint and Dixie Drive and create unsafe conditions in and for our neighborhoods. This location is the worst location I could think of putting this type of complex due to neighboring:

1. Schools
2. Retirement communities
3. Homes

Was there was a feasibility study written to support this proposal? Who conducted the study, and what and who responded would have been recorded; therefore a matter of public record.

The lack of services for transients is only the start of my concerns.

Some additional concerns being of safety for our children and elderly along with diminished property values and discouraging or halting of any additional construction of NEW high end homes within the surrounding neighborhoods.

Sincerely consider halting the application of Case No. 2015-ZC-037.

Emelene Barna
of Tonaquint Terrace

Diana Lemmon

From: linda knight[redacted]
Sent: Monday, May 02, 2016 3:11 PM
To: John Willis
Subject: Case 2015-ZC-037

Mr. Willis,

We, as owners in Legacy at Southgate, have been made aware of a Zone Change and construction project that is proposed for the area north of the tennis courts at Legacy and will also include part of the Joshua Subdivision. This zone change will allow for nightly rentals in this area.

This change of zoning will negatively impact the quality of life in our neighborhood as well as decreasing our property values. It will also significantly increase safety and security concerns.

We hope that you will not take our concerns lightly in determining whether a zone change is appropriate for the proposed construction project.

Sincerely,

David and Linda Knight

[redacted]

St. George, UT

Diana Lemmon

From: Rick Gunn [[redacted]
Sent: Monday, May 02, 2016 2:55 PM
To: John Willis
Subject: Requested zone change.

Regarding the zone change request, I would like to go on record that they are not allowed to proceed with the request. I own a lot that oversees the area and as the were building the ones that are now up they continually traveled over my lot tearing up my Lot and the no trespass sign that I have posted. These people have no regard for other people if you have guesting please feel free to notify me.
Sent from Yahroo Mail on Android

Diana Lemmon

From: terrel seely [redacted]
Sent: Monday, May 02, 2016 12:16 PM
To: John Willis
Subject: Case number 2015 – ZC – 037 The Joshua's at Southgate

Mr. Willis, We're writing concerning the proposed change to zoning for phases two and three of the Joshua's case number 2015 - ZC - 037 The Joshua's at Southgate.

We live at [redacted] which is adjacent to this proposed project to construct 109 short-term rentals on Tonaquint Drive.

My wife and I are asking that you and your planning commission please consider the adverse effects this project will have on our homes and streets.

We believe this is the wrong choice for the use of the property. This proposed change would devalue our property and strain our quiet- lifestyle in this largely senior resident home area.

Glenda and I thank you for your service as a committee to make decisions that are best served in our communities. Please consider our regards as stated.

Terrel and Glenda Seely

Sent from my iPhone

Diana Lemmon

From: Jabe Sandberg[redacted]
Sent: Monday, May 02, 2016 1:04 AM
To: John Willis
Subject: Zoning change for the Joshuas (2015-ZC-037)

I am concerned about the proposed zoning change for the Joshuas Phases 2 & 3 (Case No. 2015-ZC-037). I believe that the heavy building, and influx of people would devalue the property I own (in Legacy). Please do not approve it.

Thank you
Jabe Sandberg
Chandler, AZ

May 1, 2016

John Willis
Planning Manager
175 East 200 North
St George, Utah 84770

Re: Case No. 2015-ZC-037 "The Joshuas at Southgate"

Dear Mr. Willis:

Please reject the zoning change requested by Church Properties LLC. The St. George area is a very special place. It's growing very fast, but in a good way. This can be a positive thing for the City and surrounding areas as long as the zoning is done correctly. We cannot allow zoning changes to ruin existing neighborhoods.

There is no question that vacation properties and multiple units should be built in the correct areas for these types of projects. They would definitely have a negative effect on the Southgate and Tonaquint area where I live. We have been very happy here and do not want to see the neighborhood changed and degraded by what has been proposed by Church Properties LLC.

Thank you for your consideration of this matter. Please vote no on the zoning request by Church Properties LLC. Case No. 2015-ZC-037 "The Joshuas at Southgate".

Respectfully,

Bryan Johnson

Bryan Johnson
[redacted]
St. George, Utah 84770

Diana Lemmon

From: cheryl johnson [redacted]
Sent: Sunday, May 01, 2016 11:00 PM
To: John Willis
Subject: Please consider . . .

Mr. Willis
I am writing in regard to case #2015-ZC-037; The Joshuas aat Southgate:

I have several concerns about changing the zoning so vacation rentals can be built in our neighborhood:
1. Traffic on Tonaquint Drive will increase--many more vehicles to travel with school buses on an already busy roadway and roundabout.
2. The rentals are too close to the Beehive Homes and school, as well as residents-- many retirees who live quiet, peaceful lives.
3. The uncertainty of who is coming and going--having access to our streets and neighborhoods, is unsettling.

I know people who are so alarmed that they are talking of selling and moving away because of what the future changes may hold. Others, who live on the golf course and will look across to the new building site, are afraid they may not be able to sell their property. I am certain that all of Southgate will feel the impact in one way or another.

we don't want it. We want the property to be developed into homes, not short term rentals!

Diana Lemmon

From: bruce m [redacted]
Sent: Sunday, May 01, 2016 10:25 PM
To: John Willis
Subject: Zoning change Re: Case No. 2015-ZC-037

May 1, 2016

Mr. John Willis
Palling and Zoning Manager
City of St George
St George, Utah 84770

Re: Case No. 2015-ZC-037

Dear Mr. Willis,

I am writing to voice my strong objection to the proposed zoning change to Phase 2 and 3 of the Joshuas located on the east side of Tonaquint drive.

When I invested in my home in The Legacy 18 years ago, I did so with some assurance that future homes contiguous with The Legacy, would continue to be zoned as single story residential homes. Monte Ough was quite candid when he said we could plan on future homes being built on the opposite side of the fairway, but they would be one story residential homes.
I am opposed for the following reasons.

1. Short term vacation rentals are glorified motels with individual units and are incompatible with the surrounding community.
2.There will be a significant increase in traffic on Tonaquint and the joining streets.
3. Parking of trailers, motor-homes and recreational vehicles on the local streets.
4. There will likely be problems with drinking and party noise after 10:00 pm. with it's attendant vandalism.
5. The value of my home and property will be adversely affected for the financial gain of Corban Church and his investors.

Sincerely,

Dr. Bruce Molen
[redacted]

Diana Lemmon

From: Julie Molen[redacted]
Sent: Sunday, May 01, 2016 4:42 PM
To: John Willis
Subject: Case No. 2015-ZC-037; the Joshuas at Southgate

May 1, 2016

Mr. John Willis

Planning & Zoning Manager

City of St. George

St. George, Utah 84770

Re. Case No. 2015-ZC-037; The Joshuas at Southgate

Dear Mr. Willis,

I am vehemently opposed to 109 short-term vacation rentals literally in my backyard. My home faces the ridge on the opposite side of the golf course where these proposed units are to be built.

• A zoning change is not in order for this single dwelling residential community. I purchased this property and had my home built 18 years ago because of this quiet location and because of the zoning in place.

• Increased vehicular traffic, perhaps as many as 200 vehicles, will create congestion in the surrounding neighborhoods.

• There will be many leisure toys brought with the vacationers to try to maneuver the small streets within the Joshuas, motorbikes to ride the streets and ATVs to run the hills behind the Tonaquint residential community.

• The noise level created by teenagers and partying vacationers will echo across the golf course. Visiting sports teams or other competitive teams renting the units are not going to quietly retire at 10 pm.

• After hours, the golf course will become one big playground for teenagers and pets.

• Vandalism and pranksters will become an increased concern for those of us with homes facing the Joshuas.

• I also don't want to lose my beautiful view of Snow Canyon and the red hills to multi-level housing. The views are what we all love about St. George.

Please don't change the zoning to accommodate Corbin Church's desire for the maximum financial gain to himself. His development, on a lesser scale, and the City of St. George's future revenue will still be achieved.

Single-family homes are certainly acceptable, but please site them slightly below the ridge that borders the golf course. Seeing the backs of homes with their trashcans and other litter is really unsightly. That is currently the situation with the homes that have already been built.

Sincerely,

Julie Molen, Legacy Southgate

Diana Lemmon

From: Scott Bodine [[redacted]
Sent: Sunday, May 01, 2016 12:24 PM
To: John Willis; kimberly@camutah.com
Subject: Concern with the Joshua Project on Tonaquint

Dear Mr. Willis,

I am not in favor of limiting the ability of others to obtain the wonderful living environment that I have been able to find and enjoy in St. George. I realize that this means growth and development within the ability of resources available to support it. However, I am strongly opposed to development that takes away from existing residents and their quiet enjoyment of the property they already own. The stated intent to build multi-level in the Joshua project certainly will negatively impact the view-shed of property owner in Legacy. I would ask that you support further development of the Joshuas, but restrict multi-level development that will block the view of of existing Legacy properties.

I am not in favor of night-to-night rentals either, but am not sure its within my rights to demand that be prevented.

I have been very impressed with the management of St George City in terms of building a high quality of life in development. Please continue that track record in opposing and preventing the building of multi-level housing in the Joshuas.

Sincerely,

Scott Bodine, Owner

[redacted]
St. George

Steve Soulier
[redacted] Saint George, Utah 84770 • [redacted]

04/30/16

Dear Commissioner Staheli,

I am writing this letter out of concern and opposition for the proposed development and associated zone change to accommodate the "Joshua Project" on Tonaquint Drive currently before the planning commission. While on the surface this project appears to be just an extension of other housing developments in the area, for example; the proposed homes will look similar to the existing homes, they will be part of an HOA Planned Development similar to many of the homes in the area and the home density on the surface appears to be comparable with the medium density of the surrounding homes. I say on the surface. The real difference can only be seen when you understand that "the devil's in the details."

The developer proposes to build over 100 units not as homes, but as glorified hotel rooms. They refer to it as a "master planned vacation rental village." But these hotel rooms are not being designed to accommodate business people or small family vacationers. According to an associated vacation rental company's web site, these units are designed to host "... family reunions, corporate retreats, sports teams, and other **large** travel groups." Each 3 bedroom unit is proposed to provide accommodation for 10-12 people (not including sleeping bags) inside an 1800 sq. foot unit. (These figures are based on the occupancy numbers provided by the Santa Clara resort upon which this project is modeled.)

To put this into perspective I would offer the following comparison. The new Holiday Inn Express just down the street from the convention center and less than a mile from the proposed development is 5 stories high. It has 130 guest rooms, with 52 single rooms and 78 double rooms. On the rare occasion that each of these rooms had every available bed filled with 2 people each for one night, the maximum occupancy for the hotel would be 416 people. The proposed rental village expected occupancy with 10-12 people per home would be 1090 or more. Do you really think a baseball team staying over in one of the units is not going to roll out a few sleeping bags on the floor? What is really being proposed are two to three good-size hotels without the hotel parking and other amenities that even a hotel is required to provide. The developer's rental management company is quick to point out that for a similar village built in Santa Clara, ALL units are booked to capacity at least 7 months out. We are not just talking weekends or when the St. George marathon or the Iron-Man competition is going on, this is an occupancy rate that is planned for 12 months, 7 days a week for 365 days of the year.

Consider the impact of these large group packages which local developers of similar project in Santa Clara are offering on the internet:
"Vacation Homes perfect for large groups:
<u>2 Homes Together</u> (combined 6 bed/ 6 bath, sleep 20)
<u>3 Homes Together</u> (combined 9 bed/ 8 bath, sleep 30)
<u>4 Homes Together</u> (combined 13 bed/ 14 bath, sleep 50)
or select a combination of multiple homes to suit any group or family size (100+ people)"

"This is very desirable for second home owners and investors who want to have a vacation home in Southern Utah while having the expenses covered by vacationers, or for those who want their home expenses covered while realizing a return on their investment. "

Does this sound like a residential community or a hotel? It may be desirable for vacationers and investors but how desirable do you really think it is for the surrounding St. George voting residents?

Parking, for example, is bound to be a problem. If you use a home for a family reunion for multiple families you don't need parking for 2 or 3 cars but may need parking for as many as 6 cars. What about boats, trailers and RV's? These homes are not being built for a simple family visit, but as a home base for time on the lake, rock climbing and dirt biking in the surrounding hills or for glorified spring break for a high school's baseball, basketball, or even football team. Treating this recreation village as just another planned development rather than treating it as a commercial venture is extremely naive on the part of the city and it's planners.

What are these people, especially the teenagers among them, going to do when they are not participating in the main activity they came here for? Yes, they have a nice pool area proposed, but it will close at 10:00 pm. Night games will then be played on the large grass area of the #14 and #15 fairways of the Saint George Southgate golf course that border my home. Such evening events will also most likely include running and hiding along my back patio and those of the other homes that border the city's golf course. "Wouldn't happen" you say? It already does and will only increase. Last winter the 15th green became the favorite sleigh riding hill during the few days we had snow. Local nearby parks could be overwhelmed by this one segment of the community using them for group parties, volleyball, tennis and other activities, both organized and unorganized, to keep their charges busy. Such additional pressure on these facilities will prevent the full time residents from having the type of access their taxes should insure. The new "all abilities" park which has cost the city a great deal of money will no longer be a nice place to bring people with special needs because it will now be crowded with vacationers who see it as more like a Disneyland than a special place for special people.

The owners of these homes may never even see the home they own since the developer plans on providing all the needed services including renting the home, furnishing the home (if requested) and cleaning the home after each rental. In other words, making it possible for an investor to simply put up the money and walk away from the home while someone else collects the daily rent for them regardless of the impact their home is having on the rest of the community as a whole.

Again, in their promotional material we find such useful information as:

"Includes features and amenities desirable to vacationers and necessary for the operations of the rental management company. Some of these items include an extra large water heater, remote access control of the front door, remote access to the home climate control, and a secured storage closet for the owner's personal items. Our interior decorators can provide custom furniture packages and furnishings specifically designed for vacation use."

What about the impact of this development on the recently opened Holiday Inn along with 2 future hotels to be build within a mile of the proposed vacation community? I can't imagine that the owners of the Holiday Inn, Hyatt, Comfort Suites or any of the other nearby hotels will feel very good about making such a sizable investment in the community, if the community shows

such a lack of support by approving this proposal.

Another concern I would express is the impact this is going to have on the elderly citizens living in the Beehive Assisted Living home directly across the street. The lives of the folks living there are difficult enough without all the extra noise that will be generated from the pool areas and the general addition of over 1000 people heading out on their dirt-bikes and RV, living across from them. I would like to see you think about your elderly parents and grandparents. Think about how they react to such impacts on their lives before you place such a burden on the people living the final years and days of their lives across from such a development.

I understand the pressure you are feeling as a planning commission and city council to approve such a proposal. I have served on a city council in northern Utah and I appreciate the funds that such a development could bring to the city. But, spot zoning a development of this type into an existing residential area is not only unfair to the citizens that have made a long term commitment to the city, but may be extremely destructive to the ongoing tax base and future viability of those neighborhoods. Property values will be affected and many, if not most, of the senior citizens that live adjacent to the proposed project will move out. This project in this area will make it more difficult to attract the stable type of citizens St. George will continue to need to support its quality of life which currently makes it so attractive.

So far I have been pretty negative on this proposed development. Let me close this letter by suggesting an alternative.

Cities are required to have master plans for a reason and not just to have a show-and-tell on their web site. The reason is to show incoming residents and commercial developers a way to plan their future and the future of the areas surrounding their property. A hotel would not be happy if the city, for example, suddenly allowed an explosives factory to be built behind the hotel. I studied the master plan before I purchased my current home and I must admit in some way I feel like you are now proposing to put a human explosives factory in my back yard. Rather than simply being reactive to a proposal such as this, I would suggest that the city be proactive by setting aside an area in the master plan where such a valuable idea could be implemented.

Yes, I do see value in the proposal and there is a great need for this type of development. Last week I drove along the Southern Parkway from the airport all the way out to Sand Hollow. During that drive I saw about 20 cars along the entire distance. This area of town has great potential, more than just for an airport and industrial parks, but as of yet that potential has by no means been achieved, despite a large expenditure for the road.

I would propose that the city set aside a large section of land in that area for the zoning and construction of a large vacation rental home community. The master plan could set aside portions of that community for ball parks, tennis courts, large group picnic areas, water slides, shops, service stations and other amenities appropriate to such vacation home rentals. Working with the developers of these vacation homes, the city could then fund the kinds of amenities required to make this an extremely attractive, viable and exciting area to own property in and to spend time and money in the greater St. George area. The Southern Parkway area has the further

advantage of providing a critical and under-utilized transportation corridor to all of the recreation facilities of interest to these groups of citizens and visitors without further overloading the roads currently serving the St. George community. The views out there are just as good as, and in some cases better than. many of those closer into town. And the option for bike and walking trails are almost limitless in that area of town.

I encourage you to please take a close look at the overwhelming impact that this proposal will have on those of us who thought St. George was our dream place to live. I urge you to not let it become our worst nightmare for the sake of a few rental licensing fees. For five years we looked at every area of this city and at hundreds of homes to find the home we now live in. I did everything I knew how to do to insure that the neighborhood I moved into would be a lasting legacy for my children and grandchildren. Please don't let all my effort be wasted just so a developer with a very good idea put it in a very bad location can salvage his investment.

Sincerely,

Steven and Janet Soulier
[redacted]
Saint George, Utah 84770

Steve Soulier
[redacted] Saint George, Utah 84770 • [redacted] • [redacted]

04/30/16

Dear Commissioner Taylor,

I am writing this letter out of concern and opposition for the proposed development and associated zone change to accommodate the "Joshua Project" on Tonaquint Drive currently before the planning commission. While on the surface this project appears to be just an extension of other housing developments in the area, for example; the proposed homes will look similar to the existing homes, they will be part of an HOA Planned Development similar to many of the homes in the area and the home density on the surface appears to be comparable with the medium density of the surrounding homes. I say on the surface. The real difference can only be seen when you understand that "the devil's in the details."

The developer proposes to build over 100 units not as homes, but as glorified hotel rooms. They refer to it as a "master planned vacation rental village." But these hotel rooms are not being designed to accommodate business people or small family vacationers. According to an associated vacation rental company's web site, these units are designed to host "... family reunions, corporate retreats, sports teams, and other **large** travel groups." Each 3 bedroom unit is proposed to provide accommodation for 10-12 people (not including sleeping bags) inside an 1800 sq. foot unit. (These figures are based on the occupancy numbers provided by the Santa Clara resort upon which this project is modeled.)

To put this into perspective I would offer the following comparison. The new Holiday Inn Express just down the street from the convention center and less than a mile from the proposed development is 5 stories high. It has 130 guest rooms, with 52 single rooms and 78 double rooms. On the rare occasion that each of these rooms had every available bed filled with 2 people each for one night, the maximum occupancy for the hotel would be 416 people. The proposed rental village expected occupancy with 10-12 people per home would be 1090 or more. Do you really think a baseball team staying over in one of the units is not going to roll out a few sleeping bags on the floor? What is really being proposed are two to three good-size hotels without the hotel parking and other amenities that even a hotel is required to provide. The developer's rental management company is quick to point out that for a similar village built in Santa Clara, ALL units are booked to capacity at least 7 months out. We are not just talking weekends or when the St. George marathon or the Iron-Man competition is going on, this is an occupancy rate that is planned for 12 months, 7 days a week for 365 days of the year.

Consider the impact of these large group packages which local developers of similar project in Santa Clara are offering on the internet:
"Vacation Homes perfect for large groups:
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or select a combination of multiple homes to suit any group or family size (100+ people)"

"This is very desirable for second home owners and investors who want to have a vacation home in Southern Utah while having the expenses covered by vacationers, or for those who want their home expenses covered while realizing a return on their investment. "

Does this sound like a residential community or a hotel? It may be desirable for vacationers and investors but how desirable do you really think it is for the surrounding St. George voting residents?

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I understand the pressure you are feeling as a planning commission and city council to approve such a proposal. I have served on a city council in northern Utah and I appreciate the funds that such a development could bring to the city. But, spot zoning a development of this type into an existing residential area is not only unfair to the citizens that have made a long term commitment to the city, but may be extremely destructive to the ongoing tax base and future viability of those neighborhoods. Property values will be affected and many, if not most, of the senior citizens that live adjacent to the proposed project will move out. This project in this area will make it more difficult to attract the stable type of citizens St. George will continue to need to support its quality of life which currently makes it so attractive.

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Sincerely,

Steven and Janet Soulier
[redacted]
Saint George, Utah 84770

Steve Soulier
[redacted] Saint George, Utah 84770 • [redacted] • [redacted]

04/30/16

Dear Commissioner Buehner,

I am writing this letter out of concern and opposition for the proposed development and associated zone change to accommodate the "Joshua Project" on Tonaquint Drive currently before the planning commission. While on the surface this project appears to be just an extension of other housing developments in the area, for example; the proposed homes will look similar to the existing homes, they will be part of an HOA Planned Development similar to many of the homes in the area and the home density on the surface appears to be comparable with the medium density of the surrounding homes. I say on the surface. The real difference can only be seen when you understand that "the devil's in the details."

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What about the impact of this development on the recently opened Holiday Inn along with 2 future hotels to be build within a mile of the proposed vacation community? I can't imagine that the owners of the Holiday Inn, Hyatt, Comfort Suites or any of the other nearby hotels will feel very good about making such a sizable investment in the community, if the community shows

such a lack of support by approving this proposal.

Another concern I would express is the impact this is going to have on the elderly citizens living in the Beehive Assisted Living home directly across the street. The lives of the folks living there are difficult enough without all the extra noise that will be generated from the pool areas and the general addition of over 1000 people heading out on their dirt-bikes and RV, living across from them. I would like to see you think about your elderly parents and grandparents. Think about how they react to such impacts on their lives before you place such a burden on the people living the final years and days of their lives across from such a development.

I understand the pressure you are feeling as a planning commission and city council to approve such a proposal. I have served on a city council in northern Utah and I appreciate the funds that such a development could bring to the city. But, spot zoning a development of this type into an existing residential area is not only unfair to the citizens that have made a long term commitment to the city, but may be extremely destructive to the ongoing tax base and future viability of those neighborhoods. Property values will be affected and many, if not most, of the senior citizens that live adjacent to the proposed project will move out. This project in this area will make it more difficult to attract the stable type of citizens St. George will continue to need to support its quality of life which currently makes it so attractive.

So far I have been pretty negative on this proposed development. Let me close this letter by suggesting an alternative.

Cities are required to have master plans for a reason and not just to have a show-and-tell on their web site. The reason is to show incoming residents and commercial developers a way to plan their future and the future of the areas surrounding their property. A hotel would not be happy if the city, for example, suddenly allowed an explosives factory to be built behind the hotel. I studied the master plan before I purchased my current home and I must admit in some way I feel like you are now proposing to put a human explosives factory in my back yard. Rather than simply being reactive to a proposal such as this, I would suggest that the city be proactive by setting aside an area in the master plan where such a valuable idea could be implemented.

Yes, I do see value in the proposal and there is a great need for this type of development. Last week I drove along the Southern Parkway from the airport all the way out to Sand Hollow. During that drive I saw about 20 cars along the entire distance. This area of town has great potential, more than just for an airport and industrial parks, but as of yet that potential has by no means been achieved, despite a large expenditure for the road.

I would propose that the city set aside a large section of land in that area for the zoning and construction of a large vacation rental home community. The master plan could set aside portions of that community for ball parks, tennis courts, large group picnic areas, water slides, shops, service stations and other amenities appropriate to such vacation home rentals. Working with the developers of these vacation homes, the city could then fund the kinds of amenities required to make this an extremely attractive, viable and exciting area to own property in and to spend time and money in the greater St. George area. The Southern Parkway area has the further

advantage of providing a critical and under-utilized transportation corridor to all of the recreation facilities of interest to these groups of citizens and visitors without further overloading the roads currently serving the St. George community. The views out there are just as good as, and in some cases better than. many of those closer into town. And the option for bike and walking trails are almost limitless in that area of town.

I encourage you to please take a close look at the overwhelming impact that this proposal will have on those of us who thought St. George was our dream place to live. I urge you to not let it become our worst nightmare for the sake of a few rental licensing fees. For five years we looked at every area of this city and at hundreds of homes to find the home we now live in. I did everything I knew how to do to insure that the neighborhood I moved into would be a lasting legacy for my children and grandchildren. Please don't let all my effort be wasted just so a developer with a very good idea put it in a very bad location can salvage his investment.

Sincerely,

Steven and Janet Soulier
[redacted]
Saint George, Utah 84770

RE: Joshua Project / Please deny the rezoning

April 30th, 2016

Dear Mr. Willis,

I understand the City Planning Commission has before it a request for a zoning change that would permit the building of approximately 100 " short term" rental units. As tax paying voting residents who live in close proximity to this proposed change we are relying on you, our experienced commissioners, to protect our interests and existing real estate investments. I am certain you will recall the discontent caused by other short term rental sites.

I sincerely pray the Commission is not planning to inflict upon us the myriad of problems that short term rentals most certainly will create.

The project proposed is a particularly " bad fit" for this location. It would inflict unnecessary noise, day and night, on the Bee Hive retirement center. The increase in traffic due to the 100 new units will be compounded by the party mindset of short term renters.

Street access to the Southgate Golf Course clubhouse has become dangerous due to an increase in speeding cars and trucks bound for the time share apartments located just East. The same will be true of the Joshua Project. There will be an adverse impact on school traffic and overall safety.

The tax payers of St. George own the Southgate Golf Course. I have already seen the damage that children who are not vandals, as such, can cause. Imagine the damage that 100 chemically impaired weekend renters, with direct access to the course, can and will inflict. The Golf Course IS NOT A PARK.

Within 600 to 800yards of the proposed project there about 1000 homes that will be adversely affected.

We invested heavily in our homes after reviewing the existing MASTER ZONING PLAN which did not include the possibility of short term rentals on the Joshua site.

Please do not impose this hardship on us. The titles to our properties insure us the right to peaceful enjoyment.

If the zoning change is granted and the short term rentals come to be, each and every time the residents of the Southgate area are offended by trespassers, noise and property damage, we will remember that you could have stopped it. Please do so. Everyone that I have spoken with in our area agrees.

Respectfully,

Robert and Karen Bart

CC-TO
Council men/Women
Arial, Baca, Hughes
Randal
@ City Office

April 30, 2016

John Willis
Planning Manager
175 East 200 North
St. George, Utah 84770

Re: Zoning Case # 2015-ZC-037 - The Joshuas at Southgate

Dear Mr. Willis:

I would like to voice my concern regarding the above mentioned zoning case and ask you to deny the rezoning request by Church Properties, LLC. I am a nearby homeowner and feel the proposed plans by Church Properties would be very detrimental to this area. This is not a vacation property area and we do not want it made into one.

Some of my objections are as follows:

Would change our nice safe single family home neighborhoods into a crowded transient type area with overwhelming traffic, people and their big boy toys.

Children walking to and from schools and churches in the area must pass by strangers every day and may not feel or be safe.

The proposed buildings would be an eyesore and degrade the neighborhood and have a negative effect on property values.

Four wheelers, motorcycles, etc. would be zooming through our streets constantly making it unsafe for children playing in the neighborhoods, not only traffic wise but stranger danger wise.

Thank you for your consideration of this matter. Please reject the rezoning request by Church Properties, LLC case # 2015-ZC-037 - The Joshuas at Southgate.

Sincerely,

Dixie Johnson

Dixie Johnson
[redacted]
St. George, Utah 84770

Diana Lemmon

From: Barbara [redacted]
Sent: Saturday, April 30, 2016 4:24 PM
To: John Willis
Cc: Kimberly
Subject: rezoning of the Joshua's

As a resident of the Legacy housing development I strongly disagree with the rezoning of the Joshuas community. I am unable to attend the zoning meeting Therefore I am notifying you via email.

1. The traffic flow on and off of Tonaquint will increase
2. I feel rentals in a mostly residential area will affect our property values
3. I am sure it will affect the liability insurance of the city because of children playing the golf course

Diana Lemmon

From: Richard Weaver [redacted]
Sent: Saturday, April 30, 2016 12:26 PM
To: John Willis
Subject: Case No. 2015-ZC-037

Dear Mr. Willis,

I strongly disagree with the proposal to build The Johuas' Phase 2 and 3 with zoning which allows short-term rentals. I regard such a project as a "resort."

Tonaquint Drive is already a very busy road with two churches, Bloomington traffic, as well as a middle school. Now several hundred renters would also need to use that road daily, making it impossible to enter Tonaquint from my home in Legacy. And what about parking for so many with condos also part of the plan---And their toys--bicycles, boats, ATV's, etc.

This is a quiet, residential area---not a good place for a "resort" in my estimation. Thanks,

Bea Weaver
[redacted]

Diana Lemmon

From: Mave Hedberg [redacted]
Sent: Friday, April 29, 2016 12:27 PM
To: John Willis
Subject: Joshua's zone change

Many reasons to vote DOWN, not the least of which is increased traffic on 600 West and Dixie Drive------fast becoming obsolete.
The LEFT turn traffic on to 600 West is becoming backed up over the bridge. That is a blessing in disguise. It runs interference for
the increased traffic trying to turn RIGHT on to Dixie Drive. That light is justifiably short as there is little traffic going thru to
Tonaquint Park.
This problem would only become worse with just naturally increased development and an awkward round-about at Southgate.

Diana Lemmon

From: David Harvey [redacted]
Sent: Friday, April 29, 2016 2:12 PM
To: John Willis
Subject: Opposition

We are in opposition to the Joshua 2 zoning change. It's just too many units. The plan should stay as they are now.

David Harvey

Sent from db harvey

Diana Lemmon

From: Don Olsen [[redacted]
Sent: Friday, April 29, 2016 8:42 AM
To: John Willis
Subject: Requested zoning change for the Joshuas Phases 2 and 3

Mr Willis:

I am writing to express my opposition to the proposed zoning change for the Joshuas Phases 2 and 3 development.

We own a home in the Legacy town homes near the Joshuas development and are primarily concerned about allowing defacto hotel/motel lodging in a residential area; it would almost certainly decrease our property value. We also are very concerned about the greatly increased traffic on Tontaquint Drive that would result from allowing short-term rentals in an area where roads were designed for single-family residences. We also are somewhat concerned about security issues caused by short-term renters who we fear would have not particular concern about adjoining neighborhoods.

We currently enjoy a lovely residential neighborhood and ask that you keep it that way by rejecting the proposed Joshuas Phase 2 and 3 zoning request.

Sincerely,

Don H.Olsen
[redacted]t
St George 84070

Diana Lemmon

From: Betty [redacted]
Sent: Friday, April 29, 2016 11:40 AM
To: John Willis
Subject: Case 2015-ZC-037

I live in the Legacy at 840 W Sir Monte Dr. And am upset to hear about short term rentals being approved for the Joshua's.

This is a family neighborhood, not a travelers stop over. With the traffic of the Toniquent school, the Methodist, and LDS churches , we do not need any short timers added to the mix.

Please save this space for more Joshua's, or at least lodging that is personally owned and cared for. Short term renters do not care what happens to the property, they just move on.

Betty Nelson

Diana Lemmon

From: Robert Taylor [redacted]
Sent: Thursday, April 28, 2016 6:25 PM
To: John Willis
Subject: Joshuas at Southgate

To Mr. Willis,
I am writing in regards to The Joshuas at Southgate; Case No. 2015-ZC-037. I am not able to make the council meeting on May 10, 2016 I will be in Spokane, WA but I would like to voice my opinion on this matter since I live in the Southgate community along with many other elderly people that do not want zoning for Church properties to build vacation rentals or four plexus that would create a atmosphere of loud get to-together (music, parties, garbage and traffic problems) for a week end and show disrespect for those who live there. I already have someone next door to me doing just that and no one is keeping the owners who live in Salt Lake City accountable. An example of this is the kids they bring run loose on the golf course and in and out of my yard while there parents are reclining in a chair drinking and laughing. I see this 80% of the time that they rent it out to week end warriors and I'm sick of this, I can only imagine 200 others doing the same thing just because they are here to have fun but don't care about the peace of those living here. I hope you understand our concerns.

Thanks for your time,
Robert Taylor
[redacted]
St. George, UT

Diana Lemmon

From: kevin knight[redacted]
Sent: Wednesday, April 27, 2016 1:16 PM
To: John Willis
Subject: Subject: Proposed Zoning of the Joshua Development

Dear Mr. Willis

It has come to my attention that there will be a zoning Hearing for the Joshua project on the 10th of May at which time, the developer. "Church properties" will request zoning that will allow the properties to be used for short term rentals

As the owner of an adjacent property ([redacted]), I would like to voice my objections and ask the commission to reject the developer request.

I urge the commission to be consistent in its application of zoning for the area. Legacy and other adjacent developments are true residential areas, populated with families and retirees.

Given its proximity to these communities, the Joshua development should be zoned for the same purpose. Not as a short term "hotel" for vacationers and weekend visitors

With the potential of 100 units, granting the developers request would not only be inconsistent with the make up of exisiting developments but would also result in a fundamental change to the nature of the area. No longer would the area be a peaceful and quiet residential area, but rather a playground for people on holiday. With the accompanying traffic, noise and other challenges unique to short term visitors

Please reject this request and maintain this area of St. George for the use and enjoyment of families and people who choose to reside in St George.

Best regards

Kevin Knight

April 27, 2016

Re: Case No. 2015-ZC-037 "The Joshua's @ Southgate"

Mr. Mayor, Honorable Council Members, and Planning Commission:

We would encourage our City Leaders to reject the application to change the rezoning at the Joshua's for "109 Short-term Vacation Rentals".

My wife and I retired to St. George from Colorado in July of 2015. The choice of relocation for our next phase in life was a thorough vetting of "where would be the best place for us to thrive". We had visited many places throughout the U.S. and also outside the country. We were fortunate to have friends who lived in St. George whom we visited over several years and allowed us a familiarity to what a special place is St. George.

Our selection for relocation was based on several criteria that included health care, activities, culture, etc., and especially the quality of the people in this community. St. George is a place that reveres young people and respects seasoned citizens. We also had a strong sense that the city management was top notch through our experience with visiting many of the parts of the city during numerous "Parade of Homes" visits.

This brings my wife and I to a curious question we would like to pose to our City Leaders. Why would you consider changing the fabric of an established neighborhood by changing current zoning that would change the character of this community?

As you already know, this neighborhood has two churches, single family homes, a middle-school, an elderly center, a school for assisting students in their studies, and a soon to be all abilities park for children.

As we look at the proposed application for rezoning, we cannot find a single positive for current residents, can you?

It is our understanding the city's position in the past has been to reject rezoning for commercial endeavors, as is proposed, in established neighborhoods. In fact we came across a city ordinance that discusses city goals of providing peace, security, and well-being within our community.

I have a unique understanding of the pressures from outsiders to a community, since I served for several years as Chairman of the Board for the Highlands Ranch Metropolitan District in Highlands Ranch Colorado. This planned city of 95,000 residents, where the city was made up of several smaller neighborhoods that encompassed parks and schools where folks could meet and get to know one another, had a well-defined purpose; maintain and improve the property values for our residents through proper management of city resources, assets and neighborhood character. Our residents could count on this vision, especially keeping commercial entities in areas already zoned and infrastructure planned for such activity.

We hope we can count on you to look after the best interests of our neighborhood as well.

Danny L. and Rose M. McKee [redacted]

James W. Nielsen
[redacted]
St. George, UT 84770

April 26, 2016

John Willis
Planning Manager
175 E. 200 N.
St. George City, Utah 84770

RE: The Joshuas rezoning to nightly rentals

Dear Mr. Willis,

When my wife and I purchased a home in Legacy at Southgate, we did so in large part to move to a location that was safer, with less probability that property values would decrease. We sold a townhouse in another part of St. George because the area was degrading with many rental units. I was on the board of the HOA for this former home and dealt with the actions and choices of rental tenants. It was not positive and the main reason we decided to sell and buy in Legacy at Southgate. The area around Legacy at Southgate is a residential area both in zoning and in reality.

I have discovered that Church Properties LLC has applied to have the zoning changed for the Joshuas phase 2 and 3 to allow short term rentals. I ask you not to support this zoning change. This will change the dynamics of a residential area to a commercial area with the influx of many who have no vested interest in the safety, security, or continuing property values of the area. This application for zoning change has the potential for over 100 units to become nightly rentals—a hotel/motel like environment.

I am very concerned about the potential for increased crime against the many seniors and retirees in the area. Safety is something a senior must worry about, and which they spend money and effort to ensure. To take that away from those in Legacy at Southgate, who specifically chose to live there and have that safety and security is not right. And add to that the eventual negative impact on home values in the area, it is not a good outcome to foist on those who made decisions based on current zoning and St. George's master plan.

I ask you to please oppose this rezoning application. Church Properties LLC is interested in making money. They purchased this property knowing what the current zoning was. Denying this zoning request in no way prejudices their property rights, since they knowingly made the purchase with current zoning in place. Short term rentals have no place in this area. There are other locations in St. George that have commercial amenities and other factors which make short-term rentals more appropriate. The Joshuas is not one of those areas.

Respectfully yours,

James W. Nielsen

Diana Lemmon

From: Dave Hatton [redacted]
Sent: Monday, April 25, 2016 9:27 AM
To: John Willis
Subject: zoning change request

Dear John Willis, city of St. George April 25, 2016

My wife and I live in legacy [redacted], St. George.
We have heard that a developer wants to create , what we consider "spot zoning" for daily rentals adjacent to legacy, our amenities and golf course.

We have been developers for the last 35 years,
we assisted in the ledges, as well as the city center building, and the parking structure.

"Daily rentals"
has a number of adverse effects and certainly some positives for the developer, but not for our community of long-term residents in the legacy development.

We strongly object
to having a commercial type zone near our development, the school, and the surrounding single-family residence. From my experience this brings a lot of traffic, a lot of outside renters, and some negative effects that go along with that.

Please strongly consider our wishes, in rezoning this property.
We have legal counsel to assist us, but we preferred to use common sense and a polite request.
Thank you
Dave and Evonne Hatton

Diana Lemmon

From: Lynn Keller [[redacted]
Sent: Sunday, April 24, 2016 9:42 PM
To: John Willis
Subject: Joshuas Zoning

Dear Mr. Willis:

My wife and I are residents at [redacted] in the sub-division, The Legacy. We have owned three homes in The Legacy since 1996.

We have enjoyed the quiet and solitude of this community over the years we have lived here. I have learned that the area known as The Joshuas, next to The Legacy, where we live, is being proposed as a short term vacation rental area of 109 vacation homes. Some of the two level homes proposed will certainly block the views of the desert to the west.

As two of the residents, we believe that this saturation of rental homes will certainly change the quiet area into one of mass traffic and more congestion. The added number of people with recreational vehicles, 4-wheelers, etc. who will no doubt head into the desert to the west of them. The result will be lots of dust and noise. Traffic on this narrow road as it exists will result in more accidents. There is no infrastructure to support the amount of people and congestion this will create. The Maverick just down the road is already congested with the number of cars that pull in there for drinks, food and gas.

In the end this will only benefit the contractors, and when they are gone, the result will be a devaluation of homes in this area, and detract from the natural beauty of the desert to the west.

What are the alternatives to such a zoning request?

Please put us down as one who does not support this zoning request at The Joshuas.

Sincerely,

Mr and Mrs L. Lynn Keller
[redacted]
St. George, UT. 84770

Diana Lemmon

From: Bob Fosbinder[redacted]
Sent: Saturday, April 23, 2016 8:22 AM
To: John Willis
Subject: zining

i live across a golf course from a 2 story house being built in a one story area. what good are building zones if they are ignored?? robert fosbinder, [redacted]george,ut 84770-[redacted]

Diana Lemmon

From: [redacted]
Sent: Saturday, April 23, 2016 4:12 PM
To: John Willis
Subject: The Joshua Project

Mr. John Willis,

I am emailing you to express my deep concern regarding The Joshua Project. I understand that Church Properties LLC

would be constructing over 100 units west of Legacy on Tonaquint Drive to be used as short term rentals. I have lived in Legacy

for 20 years. I bought here because of the beautiful view and it is a quiet community. I like to sit on my patio at night and relax.

I do not want to look across the golf course to see and hear people and pets making noise. This will not fit into the nice quiet community I live

in and enjoy.

I am concerned of all the traffic and noise this will bring. Where will these part time strangers park their RV's. trailers, and boats?

How many of these visitors will play on the 14th and 15th fairways at the end of the day? Where will their pets run and will they clean

up after them?

If I was to leave town for a few days or longer I would worry about theft and vandalism! This project will have a negative impact on the

value of my home and the ability to sell my home!

Please, please do not approve this project. I am very, very apposed to the zoning change!

Thank You,

Jim Freeze

Diana Lemmon

From: Guenavere Sandberg [redacted]
Sent: Friday, April 22, 2016 7:00 PM
To: John Willis
Subject: Joshuas Phases 2 and 3

Dear Mr. Willis,

We moved to the Legacy town homes 15 years ago anticipating spending our final years here. My husband is 90 and I am 87. We were disappointed to hear news of the proposed Joshuas Phases 2 and 3 projects. A huge development like this, with temporary, transient accommodation and its accompanying congestion, parking troubles, recreational toys, and noise would spoil the tranquility which we have enjoyed since moving to St. George, and which we anticipated enjoying for years to come.

Please do everything in the scope of your responsibility to prevent the disruption this project would bring and preserve the peaceful environment so that we may continue to enjoy this beautiful city.

Woodard and Gwen Sandberg
[redacted]
St. George, UT 84770
[redacted]

Diana Lemmon

From: Roberta Robinson[redacted]
Sent: Friday, April 22, 2016 5:26 PM
To: John Willis
Subject: Joshua's zoning change

Mr. Willis:

Just wanted to register my concerns about the effects of a zoning change for the Joshua's off of Tonniquent Drive. I think allowing short time rentals will be a detriment to the neighborhood and would hope that the planning commission will consider not allowing this to happen.

Thank you.
Roberta and Larry Robinson
[redacted]

Diana Lemmon

From: Mary Aldrich [redacted]
Sent: Thursday, April 21, 2016 11:50 AM
To: John Willis
Subject: Legacy Rezoning - The Joshuas at Southgate, Case 215-ZC-037

As a member of the Legacy HOA, I am very concerned about a proposed rezoning application, above reference. This change will affect Legacy and the surrounding communities in a very negative way. They propose 45 one-story homes, 44 two-bedroom patio homes, and 5 two-story town homes with 4 three bedroom rentals in EACH town home. This change will allow SHORT-TERM RENTALS, which means that 500 or more new visitors can drive into our neighborhood on any given night with their pets, rec. vehicle, etc. to vacation without any supervision or accountability, not to mention increased traffic and vandalism (there is only one main exit from this area, which is the traffic circle at 600W and Tonaquint, or they can drive through Bloomington). There is also an intermediate school and Beehive Cottages nearby. There surely are other options for this kind of tourist attraction in other parts of St. George!

Many residents will be attending your upcoming Planning Commission meeting at the City Council Office to discuss this zoning change.

Thank you for your time to listen to our concerns.

Mary Aldrich
[redacted]
St. George, UT 84770
[redacted]

Diana Lemmon

From: Alan Combs [redacted]
Sent: Thursday, April 21, 2016 12:32 PM
To: John Willis
Subject: Proposed Zoning Change to Allow Short Term Rentals in the South Gate Area.

Mr. Willis,

I am writing to express my concern about the proposed zoning change to allow Church Properties, LLC to build and sell their proposed units as short term rentals.

We purchased our home in the Legacy area in late August of 2015. We looked at many homes in St. George some of which were in areas which allow short term rentals. After seeing the activity in the short term rental areas (and this was in summer, I can only imagine what it would be like in winter or spring break) we decided to buy in an area that did not allow short term rentals. Now I am told that the city is considering a zoning change that would allow short term rentals in our area.

If this is allowed, we would feel betrayed. We made our choice, in large part, on this very issue.

If Church Properties wants to build short term rentals, they should do so in areas where it is already allowed and leave the quiet neighborhoods alone.

Thank you for your time.

Alan Combs
[redacted]
St. George, UT 84770

Diana Lemmon

From: Chad Mortensen [redacted]
Sent: Wednesday, April 20, 2016 9:36 PM
To: John Willis
Cc: [redacted]
Subject: Zoning Change on Tonaquint

Dear Mr Willis,
Planning Manager

20 Apr 2016

I have a home on Legacy Drive that would be directly across the golf course from the proposed development. I would be looking into the back side of the two-story townhouses.

When I bought this home more than three years ago I understood that only homes similar to the adjoining neighborhood would be built on the vacant land and that was the idea of the city's Master Plan. I can accept that development should be done, but it should fit in with the surrounding and existing neighborhood. The proposed plan would significantly change our way of life.

I cannot accept the negative impact that the Church Properties proposed development would have on the Legacy Neighborhood. (Traffic, noise, lights, vandalism and disruption)

As a retired military officer, I searched high and low to find the neighborhood that would offer me peace and quiet, along with safety. The short-term rentals would have a dramatic impact on all the reasons I bought my home. We would lose the 'neighborhood feel of Legacy.'

I know that my loss of views, sunsets, the sun rising on Snow Canyon can not be measured in importance. But they are extremely important to me and my family.

I plan on making the 10 May hearing.

Please call me if you would like to discuss.

Sincerely,
Chad Mortensen
[redacted]

Diana Lemmon

From: Ray Milne [redacted]
Sent: Wednesday, April 20, 2016 9:49 PM
To: John Willis
Subject: new zoneing for Joshas's

Hey John, as a resident of the legacy housing development, I strongly disagree with the planned zoning change to allow so many houses and RENTALS, that is being proposed in our housing area.

Reasons are.
1. traffic and noise added to our normally quite community.
2. Rentals are never a good thing for for us who prefer a quiet neighborhood void of children's noisy activities.
3. devalue of our investments in our homes in Legacy.

I am unable to attend the scheduled hearing on May 10, but I want it known that my vote is a BIG NO..

Ray Milne
lot # 219 Legacy Homeowner

Diana Lemmon

From: Susan Cook [redacted]
Sent: Tuesday, April 19, 2016 4:14 PM
To: John Willis
Subject: I am opposed to the proposed Joshua project near Legacy

Dear Mr. Willis,

I wish to go on record with my opposition the proposed Joshua short term rental project.

I own a home at [redacted]n the Legacy development on Tonaquint Drive and do not want all the issues a project such as this will surely bring. Traffic is already heavy, I don't want the noise to increase, nor the vandalism and theft that is inherent in short term rentals.

Please do not approve this project and show current home owners that St George respects us. I am sure there are many other building sites more suitable for this type housing.

Thank you very much,

Respectfully,

Susan Cook

Diana Lemmon

From: Dave & Manja Midgley [redacted]
Sent: Tuesday, April 19, 2016 4:32 PM
To: John Willis
Subject: Rezoning request - Case # 2015-ZC-037 - The Joshuas at Southgate.

Dear Mr. Willis,

Re: Zoning Case # 2015-ZC-037 – "The Joshuas at Southgate"

I am a neighbor/home owner to the proposed rezoning property and express my major concerns regarding this proposed change.

I would like to request that the rezoning request by Church Properties, LLC, referenced above be denied for the following reasons:

1. The proposed rezoning to PD-R is inappropriate for this area and does not fit in at all with the greater Southgate neighborhood. I have no objection to a "less dense single family" similar to what is currently allowed under current zoning, i.e. single story homes, that are not intended to be primarily rentals/vacation homes.
2. The existing streets in the existing Joshuas do not allow for adequate parking for residents now and the streets are too narrow. When people park on the street it is almost impossible to navigate the current streets. This would only make an already bad situation much worse.
3. This is an area of single family homes and some nicely done senior care facilities, schools and churches. This proposal to high density housing and allowing short term rentals/vacation rentals does not fit in with the existing area.
4. It would have a very negative effect on existing property values.
5. The proposed townhouse rendering is an absolute eyesore and does not fit in with anything in this area. The proposed locations would make them the most prominent feature in the area further degrading the entire neighborhood.
6. The proposed change would allow short term rentals/vacation property. This is not a hotel or vacation property area. Please do not make it one by allowing this rezoning. The additional traffic, transient nature of many proposed residents because they would be mostly short-term from out of the area, lack of parking, two schools – Tonaquint Intermediate School and The Learning Center for Families (part of Shepherd-Hill United Methodist) are right across the street from this proposed rezoning of the Joshuas.
7. Additional traffic from this development would negatively affect the surrounding neighborhoods, property values and detract from the quiet residential neighborhood feel that currently exists.
8. Please keep the current Joshua zoning.

Thank you for hearing some of my concerns and I again ask you to please reject the rezoning request submitted by Church Properties, LLC case # 2015-ZC-037 "The Joshuas at Southgate.

Respectfully,

David Midgley
[redacted]
St. George, UT 84770
[redacted]

Diana Lemmon

From: Davau [redacted]
Sent: Sunday, May 08, 2016 8:36 PM
To: John Willis
Cc: [redacted]; [redacted]; jmangalonzo@thespectrum.com; [redacted] Connie Veilleux; Danny McKee; Rick Antonelli; Jeffry Adams
Subject: Case #2015-ZC-037 "The Joshuas at Southgate": Airbnb-Type Rentals

Mr. Willis,

I am writing to you about the above named matter that will on the dockets at the planning meeting to be held on May 10. I am a concerned resident of St. George.

In December 2015 The Spectrum published an article "St. George to Continue Ban on Airbnb-type Rentals". The summary of the article: as clearly pointed out in the headline, St. George will not support nightly rentals of this type in St. George. This was after lengthy and deliberate consideration.

It is with this issue in mind that I write to you regarding the subject case before your department. I argue that the type of development, which is planned for "The Joshuas at Southgate" is a thinly disguised way to make an end run on the city's stance on nightly rentals of this type.

With little or no formal rental office and means by which to market such rentals outside of the Internet, what is the means by which such a development would and could find its clients? Airbnb is the preferred and likely route.

I would like you to be informed of the types of behaviors that have occurred at Airbnb properties. Please perform a web search with strings such as "airbnb law enforcement", "airbnb police", "airbnb in the news". Even "progressive" cities like Los Angeles, New York and San Francisco, that sanction many types of behavior that would never be accepted here in St. George are experiencing legal and enforcement issues with Airbnb.

But this is all a mute point because this city's administration has already made the determination to <u>not support</u> this type of rental process. The question remains however, how does the city police and enforce its policy against Airbnb-type rentals? Is the city going to be an unwitting accomplice in aiding the subject development to counter the cities own policy. This development is perfectly suited for these loosely structured nightly rentals as proposed.

What would be the budget and means of enforcement? Does the Code Enforcement Division, the Police and Fire have the extra budget to absorb the extra load? Nevermind, I know the answer.

Unanswered questions that I should bring up but are beyond the scope of this communication.

- How does the city ensure that it receives it's fair "room tax" from such rentals?
- What is the negative impact to city tax proceeds when Airbnb-type rentals are accomplished "off the books" in place of sanctioned known entities such as Hampton Inn, The Courtyard, Motel 6, etc?
- What does it say to legitimate corporate tax paying hotel chains that play by the books and have made serious investments in St. George and collect millions in taxes on behalf of the city?

- Would it not be prudent and fair to receive input from hotel chains that have recently been given the "go ahead" to build new hotels in town? How will they feel that the city is considering to "sanction" grey market nightly rentals that will complete with them and not have the same cost structure or oversight?

I can tell you that as a tax paying resident of St. George I am not happy with this variance even being considered.

This variance is bad policy. This development is a bad idea. It is the wrong land use in the wrong location. I ask you to refuse this variance now and to not refer it to city council.

Dave Veilleux
St. George Resident
Legacy at Southgate

Distribution:
Herewith:
CAMUTAH: Community Association Management for Legacy at Southgate
C. Veilleux: Resident of St. George, Legacy at Southgate
B. Sears: Occasional Guest Editorialist, The Spectrum; resident of St. George, Southgate Hills
J. Mangalonzo: The Spectrum
S. Kiggins: The Spectrum
D. McKee: Board Member, HOA Legacy at Southgate
R. Antonelli: Real Estate Professional and resident, St. George
J. Adams: Real Estate Loan Professional and resident, St. George

Via direct means:
Mayor: Jon Pike
City Manager: Gary Esplin
Councilwoman: Bette Arial
Councilman: Joe Baca
Councilman: Joe Bowcutt
Councilman: Jimmie Hughes
Councilwoman: Michelle Randall

4.25.16 Proposed Zoning for nightly rentals along Tonaquint Drive and the Joshua's by Kay W Hancock

My opinion of the proposed zone change to nightly rentals is based on many facets of problems in relation to nightly rentals. As a Realtor for 41 years, and an appraiser for over 30 years it is my opinion that the approval of this proposed zone change to allow for nightly, weekly and monthly rentals is a bad decision.

In my experience as a real estate broker I have had buyers who could afford to purchase upper end homes as well as medium priced homes, they have expressed that they would not buy a home near a property with nightly rentals, or even zoned and not actually built out. One home builder had a beautiful home in Sand Hollow which had several buyers interested until they found out that the property across the street was zoned residential for nightly, weekly and monthly rentals, even though construction and development might be a few years away.

Their reasons were similar, safety, noise, parties, traffic, many strangers in the neighborhood with no control of who they were and where they were coming from. Lower sales prices on homes, because of the Residential zoning to nightly rentals, could be a reality.

This property has been zoned for single family residential for many years, and the sales of single family homes has been good, and the values generally increasing in value in Tonaquint Terrace, the Legacy and the Joshua's as well

This property is surrounded by the Intermediate School 6th & 7th grade center, and The Learning Center, Bee Hive Homes for the elderly, and churches.

Years ago when Bloomington golf course was built the developers constructed some 120 to 140 townhomes which were mostly purchased by 2nd home owners. The property was zoned for nightly rentals; and for several years were rented on a nightly, weekly or monthly rental situation which was controlled by a property management company that policed the units, made the reservations and maintained a reasonably good control over the units.

Through the years there were enough problems with the noise, safety, and lack of security that the Home Owners Association slowly phased them out. There are still a few that were grandfathered in and are generally rented or taken care of by the individual owners. This zoning is still in place today I am told.

1. Properties zoned for nightly rentals are generally located in hotel/motel locations where the access is good and where there is good parking and good visibility.
2. This area has no need for nightly, weekly or even monthly rentals. Within five minutes of this property there are nightly rentals available at the new Holiday Inn, Abby Inn, Quality Inn, St George Inn, Comfort Suites, Clarion Sweets, Worldwide Rental Suites, and Green Valley Resort and many others with good access to the freeway.
3. With the proximity of the Intermediate School, The Learning Center, and the Bee Hive Homes in the area this approval would be creating an atmosphere of insecurity for both young and old.

Diana Lemmon

From: MARK COLEMAN [redacted]
Sent: Thursday, May 05, 2016 12:17 PM
To: John Willis
Subject: Case # 2015-ZC-037 The Joshua's at Southgate
Attachments: LEGACY REZONING.docx

Please see the attachment.

Mark Coleman
The UPS Stores of St. George
Cell[redacted]

May 5, 2016

Reference: Case # 2015—ZC-037
The Joshua's at Southgate

Mr. John Willis
City Planning Commission

Dear Mr. Willis,

When a family makes the investment in a home they do so with the reasonable expectation that zoning will remain constant; that the original zoning was well thought out and would remain in place.

The zoning change you are considering for the development of overnight rentals adjacent to the Legacy homes complex represents a massive change to the original intent. In particular, the construction of overnight rentals will have consequences in terms of the value of our homes and the quality of our lives. The property was zoned for single property housing, not multistory apartments and overnight rentals.

As the words "planning commission" imply, zoning changes should not be arbitrary and able to change without some compelling reason! The fact that a developer and the City will benefit from the change at our expense is not a compelling reason.

The people who invested their life savings in a home should not be harmed for the sake of a developer and it is your job to uphold the promised zoning they had every right to expect would continue.

Finally, there are many available land parcels that could provide for the developers needs without devastating our community.

Please uphold your obligation to the people who have already invested in this community rather those who would degrade it. No developer has a right to benefit at our expense.

Sincerely,

Mark and Jan Coleman
[redacted]
St. George, Utah
"The Legacy Development"

Diana Lemmon

From: wanlasstransport [wanlasstransport@hotmail.com]
Sent: Monday, May 09, 2016 9:16 PM
To: John Willis; wanlasstransport@hotmail.com; Rhiannon Wanlass
Subject: Joshuas zone change

Mr. John Willis

My name is Brett Wanlass and I live in the tonaquint terrace subdivision and have heard about the zone change for the Joshua subdivision. My concerns would be the rise in traffic in or area along with transient population that would come with that. I would like the area to stay single family homes. I would purpose a few sites for their location like the old airport or maybe by sand hollow.

Thanks for your time, Brett Wanlass

Sent from my Verizon Wireless 4G LTE Smartphone

Diana Lemmon

From: Jim L[redacted]
Sent: Thursday, May 05, 2016 6:20 PM
To: John Willis
Subject: case 2015-zc-037

Dear John Willis,

Regarding the proposed zoning change 2015-ZC-037 for the Tonaquit area.

We are apposed to the proposed change as it would only benefit the developers. This change would lower our property values and put school children in danger at the local school.

Developers often try to change the zoning after the fact. They take the money and move on and we are stuck with the negative results. **They understood and agreed to the zoning when they purchased the property and should be held to that standard.**

Jim and DeLauna Lucchetti
[redacted]
St George Ut 84770

[redacted]

[redacted]

Diana Lemmon

From: R Thomas Fatzinger [redacted]
Sent: Monday, May 09, 2016 8:09 PM
To: John Willis
Subject: Case No. 2015-ZC-)37;The Joshuas at Southgate

Mr. John Willis
Planning & Zoning Manager
Planning Commission St George, Utah

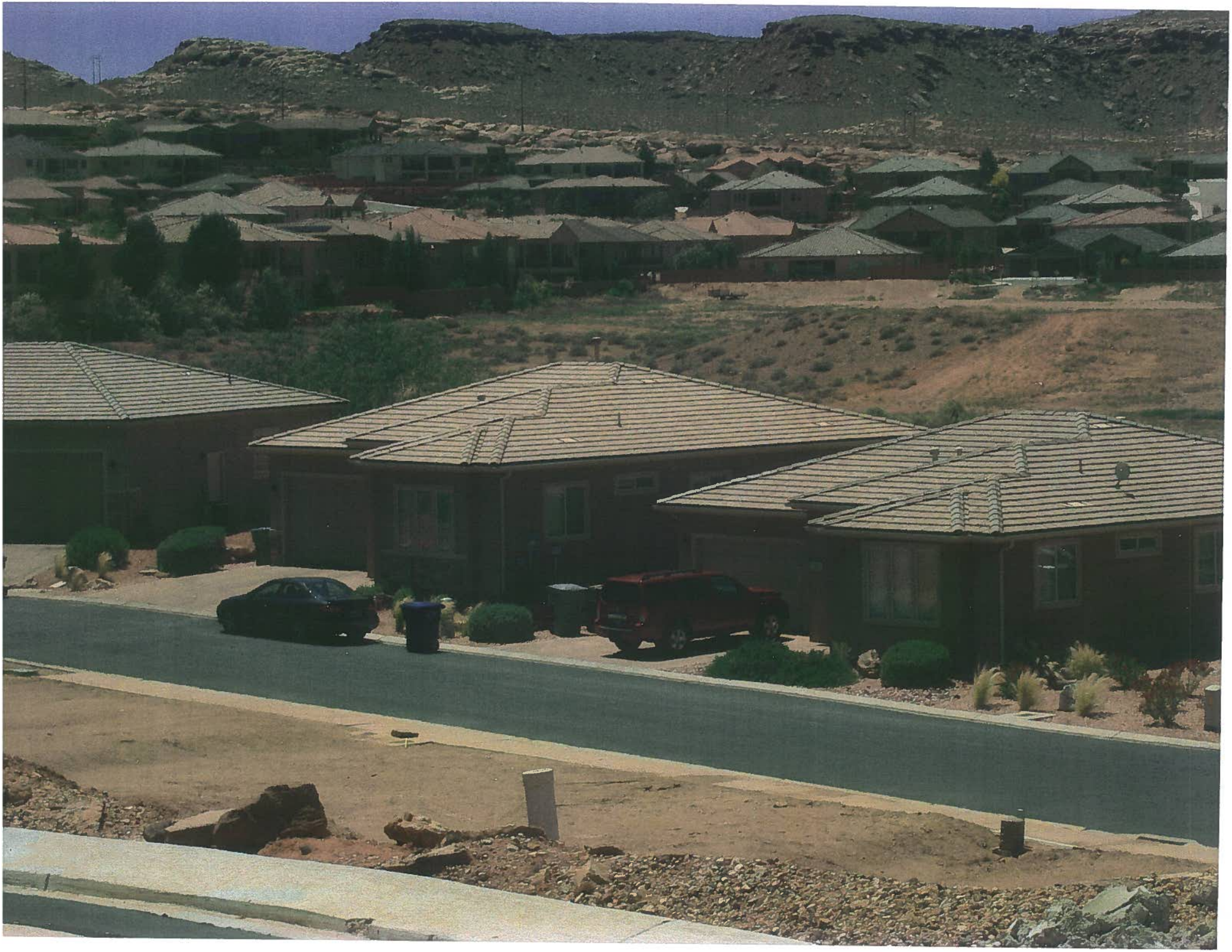
Dear Mr. Willis,

We live in the Mesa Palms Subdivision and it has recently come to our attention that the zoning of the Phases 2 and 3 of the Joshuas located on the east side of Tonaquint drive starting right across the street from the Beehive House and continuing up Tonaquint Drive past the Methodist Church. We understand that if approved, Church Properties will build 109 short term vacation rentals on Tonaquint Drive less than a quarter mile from the school. We feel that it would be a problem for the neighborhood due to the indigent clientele, the turnover over of temporary residents, and a definite hazard to the children. Also There is a children's park located within a mile of the intended rezoning area where children go with there families, which would be a possible draw for the same people that would be turned away due to no room at the same facility if full.
There are also golf courses and running paths that would be quick accesses for other area and hiding spots for people to wait for unsuspecting runners or walkers. It would become unsafe. Please consider the safety and welfare of our children and neighbors.
Along with safety, the value of the area would decrease. Please don't fall victim to the Obama incentives of segregation. We have diversity in our areas and friendship. Please don't bring forced government values into our growing community...

a family of concerned citizens

HIVE HOMES

THE JOSHUAS
2261 S.



Diana Lemmon

From: Kevin Cook [redacted]
Sent: Tuesday, April 19, 2016 3:41 PM
To: John Willis
Subject: Opposed to zoning of 100 short term rentals near Legacy

Dear Mr. Willis,

I am a home owner in the Legacy Southgate community, my home faces Tonaquint Drive.

I am lodging my opposition to the proposed 100 unit short term rentals by Church Properties LLC. I purchased with my retirement years in mind and do not see anything good coming out of 100 units of short term rentals. Traffic, noise, vandalism, theft, loud parties, devaluation of my home, no thank you.

Please give serious weight to the concerns current residents have and do not approve this proposed building project. There is plenty of open space elsewhere in St.George for this type of construction.

Respectfully,

Kevin Cook

Diana Lemmon

From: EZRider 99 [redacted]
Sent: Tuesday, April 19, 2016 9:38 AM
To: John Willis
Subject: Zoning Hearing Joshua Project - May 10th 5PM

I am writing as a concerned citizen and owner of a home in The Legacy at Southgate. I believe that allowing "nightly" rentals to many hundreds of "visitors" in such a close proximity to a middle school would be a huge mistake. Rentals on a 6 month term basis and the collection of the names and information about those visitors would be fine, if the individuals agree to certain standards of conduct.

There are already many motels and hotels in the area to accommodate those who need just a few nights stay.
Please use extra caution when considering the zoning change request.
Thank you,

Robert G. Neil
[redacted]
St. George, Ut 84770
[redacted]

April 19, 2016

To Whom It May Concern:

Re: Zone Change For the Joshuas

I ask you to please vote no to this request.

We as residents purchased homes in a nice family subdivision and the area should remain the same to protect our privacy and investments.
The streets are very narrow.
The driveways short as to not allow for visitor's cars as it is.
Company can't park in the street as they are too narrow.
There is no room for parking for vacation rental homes that would naturally draw crowds and numerous cars.
The noise level would increase.
The value of our homes could diminish.
Crime could increase.

Thank you,

H. Dennis Lowder

H. Dennis Lowder
The Joshuas - Unit #5

April 19, 2013

Planning Commission, City of St. George
175 No. 200 East
St. George, UT 84790

Attn: Chair Ross Taylor, and Planning & Zoning Manager John R. Willis, and
Commissioners Ro Wilkinson, Nathan Fisher, Don Buehner, Diane Adams,
Todd Staheli, Julie Hullinger, and Council Member Joe Bowcutt

Re: Public Notice - 04-14-2016
Item A originally scheduled for Tuesday, April 26, 2016, ***now May 10, 2016***
Case No. 2015-ZC-037
Proposed Zone Change for The Joshuas at Southgate Phases 2 and 3

Dear City Officials:

In connection with the captioned matter we submit our opposition to the proposed zone change for The Joshuas at Southgate Phase 2 from R-3 to PD-R and corresponding zone change for Phase 3, both to permit highly objectionable short term rentals. Our reasons for the opposition are:

- To allow short term rentals to be placed in a residential area (including our residence) will severely and negatively impact existing and new homes, families, schools and churches.
- Short term rentals constitute a commercial enterprise, not a residence-friendly home development. As a matter of public policy, the City officials owe a duty of care to the people enjoying the current residential nature of the area. The owners of the proposed rental units would be required to obtain a commercial rental license to participate in the rental activity. You would be abrogating your duty to the citizens of St. George (Southgate area) by placing such commerce right in the middle of residences including Legacy Subdivision (most immediately adjacent to the affected area, and where our residence exists), Joshua 1 homes, Mesa Palms, Tonaquint Terrace and other nearby subdivisions. The City owes these residents and facilities a continuation of safety and relative quiet (already impacted by a very busy Tonaquint Drive).
- Moreover, Tonaquint Intermediate School exists across Tonaquint Drive from the affected area, along with a church, a major learning center, and Beehive Cottages, an assisted living center. At the school, for example, we see as many as 12 buses and 50 parents' cars waiting for students. Students living in nearby Tonaquint Terrace and Mesa Palms walk to the school. No good reason appears for them to have to compete for automobile safety or *walking safety* with the short term rental people in Joshua 2 and 3

- The proposal calls for short term rentals to be allowed in:
- Joshua 2, 45 units mostly one story 2-bedroom (but most recent construction is two level), that could sleep a minimum of **180**; plus
- Joshua 3, 44 patio homes, 2 bedrooms = 88 beds or **176** people minimum; and 20 townhouse units, 3 bedrooms = 60 beds or **120** people minimum; thus allowing a total of **476** people minimum who are "overnighters" and not permanent residents. With the typical addition of extra beds, cots and sleeping bags in short term rental units, this could produce 600+ more people in the *commercial activity* that would be dropped into a residential neighborhood.
- That translates to at least 200-300 additional cars and trucks nightly, including their vans, trailers, motorcycles, boats, ATVs and other vehicles that short term visitors often bring with them. Already, Legacy guest parking gets filled up with visitor vehicles, and we don't need others coming from Joshua 2 and 3 to disturb us.
- The additional tax revenue to be received by the City in this commercial enterprise is not worth the significant negative impact on the regular residents. Please exercise your duty of care in favor of protecting existing residential areas.

- The visitors, whom we welcome generally in the City because of revenue they bring, should stay in the existing motels, hotels, trailer parks and the like, and **NOT** in this residential area.
- While such visitors may generally be responsible, our experience is that short-term residents (including some visitors and yearly renters in Legacy) have a different mindset than regular residents, and do not accept the same responsibility for preservation and quiet. As the attached photographs show (with a "simulation" of the proposed townhouses in Joshua 3) the short term renters would have wide open unprotected access to the Southgate Golf Course fairways 14 and 15, and through them to the houses in the Legacy area. Even under current uncrowded conditions we have visitors moving into the golf course and by adjacent Legacy homes lighting firecrackers, shooting golf balls, playing softball or frisbees, chasing dogs, or coming into Legacy streets with skateboards, scooters, motorcycles, and even occasional ATVs. Even theft and burglary issues are sometimes experienced. With hundreds more people lacking the same sense of local duty attracted easily from the wide open areas with townhouses and new homes, all of those illegal and disturbing activities will necessarily increase.

- All the area transportation plans, road designs, school placements, water needs, sewer plans, etc, and even the golf course, were based on current zoning for **pure residential**, not commercial short term rentals. Local residents in Legacy, Tonaquint Terrace, Mesa Palms and Joshua 1 bought into the community in reliance on these zoning standards. Responsible decision makers in City government should respect and protect these interests.

Accordingly, we respectfully request that the Planning Commission deny the requested zoning changes. This is the best implementation of public policy.

Respectfully,

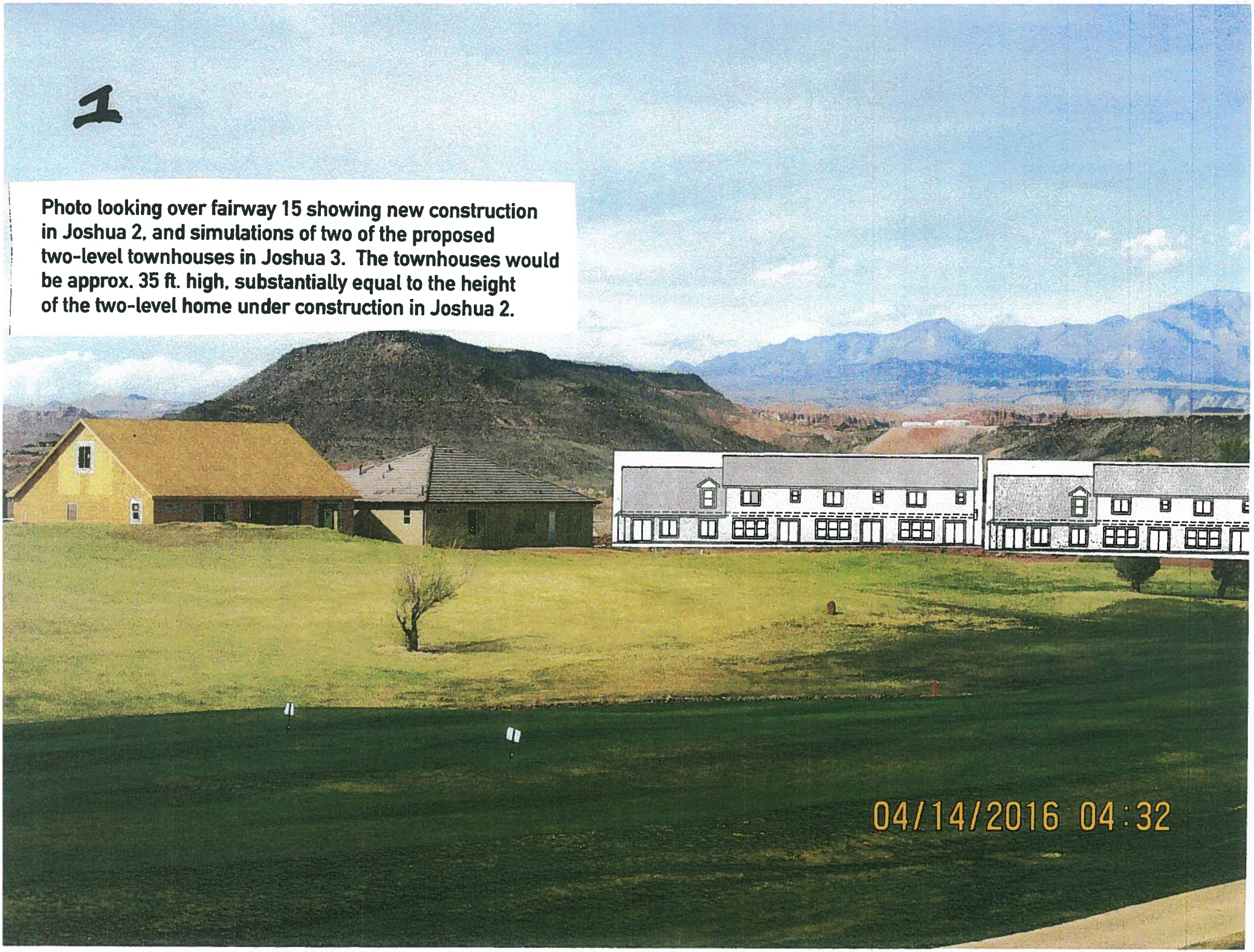
Don B. Allen, Sandra B. Allen

Don and Sandra Allen
[redacted]
St. George, UT 84770
[redacted]

Attached photos, and landscape plat of Joshua Phase 3, are self-explanatory in support of arguments noted above.

1

Photo looking over fairway 15 showing new construction in Joshua 2, and simulations of two of the proposed two-level townhouses in Joshua 3. The townhouses would be approx. 35 ft. high, substantially equal to the height of the two-level home under construction in Joshua 2.



2

Photo looking from our house on Legacy Drive toward the proposed Joshua 3, and simulations of four of the five proposed townhouses (the one on the left is placed lower than actual location, to allow view of the Tonaquint Intermediate School on the other side of the proposed development).

Interference by the townhouses with our view is less of a problem than the very evident wide-open access of short-term rental people from Joshua 3 across the golf course to Legacy, along with possible overflow of vehicles seeking parking places in our area.

Applicants' landscape plan as proposed for Joshua 3. Marked in green stripes are the guest parking areas, that are very inadequate even with primary parking in garages or driveways. The short term rental extra vehicles could very easily seek parking in nearby Legacy, in areas such as shown in photo 2.

The proposed townhouses are highlighted in yellow. The two on the left are simulated in photo 1, for perspective. The first four townhouses are simulated in photo 2, with the second from the right being shown past the 14th fairway tee, barely identified in the photo above the rear of the guest's boat.

April 19, 2016

St. George Planning Commission

175 North 200 East

St. George, Utah

Re: Case No. 2015-ZC-037; The Joshuas at Southgate Phases 2 and 3

Dear Planning Commission:

I retired over two years ago after living in San Diego, California for 35 years. We purchased a home in The Legacy just east of the proposed zone change in the above referenced matter. We purchased this home because of the peace and serenity of the neighborhood. There is something about living on a golf course that is remarkably peaceful.

We also wanted to purchase a home we knew would be safe while we served a mission for our church. Because many of our neighbors have served missions and left their homes unattended, we knew we had found the right spot. News of the proposed zoning change and the possibility of adding 109 short term rental units less than a block away is very concerning, especially to our homeowners who leave St. George for the summer months. With 109 short term vacation rentals next door, no one will feel comfortable leaving their property unattended while gone for the summer or serving a mission.

I would like to express my concerns about how this request for zoning change is being handled. First of all, this matter went before the Planning Commission for the first time on February 23, 2016, but no notice was given to homeowners living within 500 feet of the proposed development. A second hearing was held with the Planning Commission on March 24, 2016, but again, impacted homeowners were not given any notice. While the minutes of the March 24 meeting are not yet available, I assume the proposal was approved because a hearing with the city council was scheduled for April 21. Again, notice of the April 21 city council hearing was not sent to homeowners. Surprisingly, that meeting is still scheduled on the city's website. Had one of our neighbors not

checked with the Planning Commission about rumors he had heard concerning the proposed zoning change, all three of these hearing could have been held without any opposition. If you want to avoid the appearance of impropriety, not providing notice to homeowners is not the way to do it.

I completely understand the importance of tourism in the St. George economy. I suppose I can even understand the need for short term vacation rentals. I have used such rentals in the past at other locations, but there are many locations throughout St. George and Washington County already appropriately zoned for such construction. Just take a drive through our neighborhoods and you will see that there are many reasons this zoning change should not be approved.

There are many obvious reasons why the construction of 109 short term vacation rentals should not be approved such as increased traffic and noise, but I have other more serious concerns. Because of our demographics, there are many widows in our community. Most of them purchased their homes while their husbands were still living and have stayed on after losing their spouses. Frankly, they are terrified at the idea of having literally hundreds of total strangers rotating through their backyards on a weekly basis. There is nothing but a fairway separating these vacation homes from the open decks and patios of our homeowners. I've had grown children calling me expressing concern for the welfare and safety of their mothers. This is a serious concern. It is not a question of "if", but "when" we will see vandalism, theft and other types of crime in our neighborhood caused by those who are just passing through.

I am also concerned about this project's proximity to Tonaquint Intermediate School, less than a quarter mile away. Sex offenders don't have to register when they go on vacation. Seven-hundred youngsters attend that school and many walk to and from school crossing right in front of the proposed vacation units. Throughout our neighborhood, elementary school kids innocently catch school busses on their corners. If this zoning change is approved, this will no longer be a safe thing for them to do.

We all know how vacation rentals go. A home has two bedrooms, but enough floor space for two air mattresses and an RV out front. Approval of this zoning change will change the complexion of our neighborhood forever. It will immediately and negatively impact the value of all homes and our ability to sell our homes.

Why can't Church Properties just build out Phases 2 and 3 with permanent single family residences just like those in Phase 1? He has the legal right to do that. It's all about the money with total disregard for the quiet use and enjoyment of the property of thousands of homeowners in the Southgate community who will be negatively impacted by approval of this zoning change. Many of our homeowners have lived in this neighborhood for twenty plus years. Please don't take that away from any of them.

There is a reason why the zoning laws do not permit the construction of short term vacation rentals in our neighborhoods. In reliance on that zoning, many of us purchased homes and are enjoying our lives. Please protect us from construction that can have no upside to current homeowners and deny the current application to rezone the Joshuas Phases 2 and 3. The homeowners in The Legacy cannot benefit in any way from the construction of these rentals.

Sincerely,

Shirlynn Stubblefield

James W and Shirlynn Stubblefield

[redacted]

Diana Lemmon

From: Rachel Wheeler [redacted]
Sent: Wednesday, April 13, 2016 11:09 AM
To: John Willis
Subject: Opposition to Proposed Zone Change

Case No. 2015-ZC-037 "The Joshuas at Southgate"

This letter is being sent to you to indicate my very strong opposition to the proposed zone change scheduled to be discussed on Tuesday 4/26/16 by Church Properties, LLC. Below is information referencing this proposal and reasons that I am extremely opposed and frankly fearful. I am currently a 12 year resident of Legacy Townhomes, which adjoins The Joshuas. I am a single mother of 3 children and would be very fearful of the impact that this would have on not just our property values but our direct safety.

"Consider a zone change for The Joshuas at Southgate Phase 2 from R-3 (Multiple Family) to PD-R (Planned Development Residential) and amend the existing PD-R for Phase 3 on approximately 16.78 acres. The proposal is to consider a 20 unit townhouse and 44 single family patio houses for Phase 3, as well as, allow short term rentals for proposed and existing units for Phase 2 and 3. This site is located along Tonaquint Drive north of the Southgate Golf Course."

If approved, this zoning change would permit the developer, Church Properties, LLC, to construct over 100 units just west of Legacy on Tonaquint Drive to be used for "short term rentals." "Short term" could be for as little as one night. This means that 500 or more new visitors could drive into our neighborhood every night to vacation. Where will they park their RVs, trailers and boats? How many of these visitors will play on the 14th and 15th fairways at the end of the day? Where will their pets run?

Of greater concern, however, is the probability that vandalism, theft, and the constant interruption of our peaceful and quiet enjoyment of our property, will increase dramatically. We will have no control over who rents these homes or what rules they are given. We should also be concerned about the influx of hundreds of unknown strangers so close to our Intermediate School and children walking to and from school.

Finally, it is almost certain that this kind of development, if approved, will negatively impact the value of our homes and our ability to sell our homes.

Please do not approve this proposal for all of the above reasons. Thank you for your consideration.

Sincerely,

Rachel Wheeler

Mr. and Mrs. Lee J. Kapos
[redacted]
St. George, Utah 84770

February 22, 2016

St. George Planning Commission
175 East 200 North
St. George, Utah 84770

Dear St. George Planning Commission:

This letter is to inform you of our support for the change in zoning for "The Joshuas" Phase 2 (47 lots) from R3 (Multiple Family) zone to PD-R (Planned Development Residential) zone, and to combine the adjacent existing PD-R vacant property located immediately to the north east with a ZCA (zone change amendment) to include the rezoned Johsua's 2.

We have been owners in The Joshuas for less than one year, having purchased our home in June of 2015. Our motivation for purchasing was the great location, our love of the area, and our proximity to family nearby. However, since purchasing, we have been concerned with the lack of any significant sales or building activity, and the effect that may have on property values in the area. We have also been concerned with some of the existing homes being used as long-term rentals as tenants without any pride of ownership have a tendency to allow properties to run into disrepair. We have not seen this as yet, but it is a concern.

We view this rezoning into vacation rental properties as an important step in the evolution of The Joshuas as it will bring critical activity and attention to the development, and generate energy and excitement that has been lacking. As you are well aware, the attractiveness of St. George as a vacation destination continues to grow, as does the need for quality lodging for families outside of a hotel/motel environment. The quality of The Joshuas vacation properties, together with the planned amenities and the centralized location with quick freeway access makes this change a win-win for all.

Respectfully submitted,

Lee and Kim Kapos

City of St. George Planning Commission

175 E 200 N

St. George, UT 84770

February 17, 2016

Dear Mr. John Willis and St. George City Planning Commission,

I regret I am not able to make it to the public hearing on Tuesday, February 23, 2016 at 5:00pm. Please accept this email and letter in support of a zoning change for "The Joshua's at Southgate" as I am out of the country on business.

I, Kenneth Glade, own lots 12 and 13 in Phase 1 of "The Joshua's at Southgate" (SG-JSG-1-12 and SG-JSG-1-13). I support the zoning change amendment from R3 to PD-R and a "Master Planned Community" that may allow the possibility of vacation rentals on the property for several reasons:

- The neighborhood is full of empty lots that are an eye sore and need to be developed.
- I would build homes on the two lots I own with the zoning change and new value proposition of the properties.
- I believe new buyers (builders and home owners) would buy into the neighborhood and we would see additional development.
- I believe other current lot owners would develop their lots.
- I understand many home owners in the neighborhood already rent out their homes because of depressed neighborhood pricing and the inability to sell their property.
- The neighborhood lacks a couple key amenities buyers desire. This change would make the amenities a reality and boost the neighborhood's profile and value.
- The neighborhood has suffered from extended low property values. Surrounding neighborhoods and the community at large will benefit by the development.

Thank you in advance for taking this important Zoning Change Amendment request before the commission.

Sincerely,

Kenneth C. Glade

Kenneth Glade

[redacted]

>

June 1, 2016

Reference Case NO. 2015-ZC-037 The Joshuas At Southgate

Dear Mr. Willis,

I strongly suggests you to turn down Church Properties application to change the zoning of Phases 2 and 3 located on the East side of Tonaquint Drive starting across the street from the Beehive House and continuing up Tonaquint Drive past Methodist Church. Short term rentals would be a total disaster for our beautiful area. It would be too close to Toniquint Elementary and would be a constant worry for all of us parents during and after construction.

Please turn down Church Properties L.L.C. to build in this area.

Respectfully,

Emma L. Osiecki Emma L. Osiecki

[redacted]

Tonaquint Terrace Sub Divisione=

>

[redacted]

St. George, Ut. 84770

May 1,

Planning Commission of St. George, Utah

175 No. 200 East,

St. George, Ut. 84770

Re: Case No. 2015-ZC-037, The Joshuas at Southgate

Dear Sirs:

In regard to the above referenced Case, as property owners at the above address, we are writing to express our deep concern regarding the impact on our own neighborhood and the nearby neighborhoods, as well as Tonaquint Intermediate School, if the application to change zoning is approved so that Church Properties are permitted to build 109 short term vacation rental units in Phases 2 and 3 of the Joshuas.

These homes are not being designed for residential use, but are intended as mini-motels, with rooms for up to 24 people. Even the smaller units are designed for several groups.

Removal of the current zoning protections will encourage a "spring break" party mentality; and we are all aware of what has happened to Panama City, Florida in that regard.

While we welcome visitors to St. George and the opportunity to share the abundant resources and natural beauty of our environment, let us not encourage a large number of people attracted by cheap facilities and non-restricted party possibilities. It is not fair to the current homeowners who are paying for the wonderful facilities and the safe life that we all enjoy.

Thank you for your consideration

Sincerely,

Marguerite C. Adair

Marguerite C. Adair

Harley Adair

Harley J. Adair

Attn. John Willis - Planning Com.

From: Janiel Mecha[redacted]
Subject: Case No. 2015-ZC-037
Date: May 2, 2016 at 1:24 PM
To: john.willis@sgcity.org

Mr. Willis: This letter is in regards to Case No. 2015-ZC-037 and the requested zoning change for the Joshua Phases 2 and 3. My name is Janiel Mecham[redacted] in Saint George. We have owned our home for twelve years and enjoyed this area of St George very much.

This area is zoned for single or double family units not for high density apartment type dwellings. The impact of 109 short term vacation rentals would be constructed right in our back yard.

The proposed zoning change will have a negative affect on the environment in this entire area. Congestion on our roads and the value of property would be impacted. But this area is also a quiet place for families that live here year round.

The request now on your agenda, to change the zoning in this area, is without consideration for all the home owners who live here now. Home owners who trusted they would be considered before any other priority. Especially when it is obvious that the request now before you will simply benefit single individuals who desire to make money on investment property. Individuals who will not even be living in the area. And certainly the people who rent the apartments will not be paying taxes or care about the upkeep of the property. Consider your own home and what this would mean to you and your neighbors and please consider our request to leave the zoning as it is in this area of St G.

Older people bought homes in this area because of the zoning laws in existence. Please keep the zoning laws in place as they are now. Please do not let politics and money make a decision that would impact so many good law abiding citizens who now live and pay taxes in St. George Utah.

Thank you for your consideration in this matter.

Janiel Mecham
[redacted]

Janiel and Vera Mecham

May 2, 2016

Dear Mr. Willis,

Thank you for the mailed notification regarding the requested zoning change for the Joshuas development by Church Properties LLC.

As a home owner o[redacted] am strongly opposed to this zoning change request. I do not want any short term rentals near my property. My development has its own rules regarding short term rentals that I am in agreement with which is we do not allow them.

We all know the inherent issues and problems short term rentals bring. No amount of "Demonstration of compliance with city zoning ordinances" can prevent these issues. Short term renters don't care about rules, they are not there long enough to prosecute, though they are there long enough to cause damage, more crime and disturb the peace. This will also place an added burden on local law enforcement having to respond weekly if not nightly.

The local home owners have invested hard earned money, some, our life savings to make this the great place that it is for us to live out the rest of our lives in peace.

As my Planning and Zoning Manager, please recommend against this zoning change to the City Council. Your voice carries great weight and we home owners deserve to be able to keep this area the way it was when we purchased.

Thank you for your consideration,

Respectfully,

Kevin Cook

[redacted]

ST. GEORGE, UTAH

5

May 3,2016

Planning & Zoning
175 N. 200 E.
St. George, Ut 84770

RE: Vacation Housing.
2015-ZC-037

Mr. Willis;

My name is Marlene Evans and [redacted]. I bought in this area because of the residential housing. Nice quiet neighborhood. I am apposed to the vacation rentals going in across the street from where I live.

There are plenty of areas to put Vacation Rentals in the outlining areas. Please don't put them in our neighborhood.

Marlene Evans

5

May 3, 2016

St. George City Council

175 North 200 East

St. George, UT 84770

Attn: Mr. John Willis, Planning & Zoning Manager

Re: Case No. 2015-ZC-037; The Joshuas at Southgate

I am writing this letter because of my concern of the rezoning request next to Legacy of where I live. I just can't imagine the traffic that would occur from allowing the 109 short term vacation rentals to be built on the vacant lots on Tonaquint Drive.

The traffic on Tonaquint has increased just since I moved here 1 1/2 years ago, and the rounder, [redacted] is very dangerous also and heavily traveled. With the school so close by, there are students walking home and heavy traffic at school times. These students don't always stay on the sidewalks as I've seen them running across the street or playing catch and riding their bikes in the street. With the increased traffice, it would be just a matter of time, until there would be an accident that might injure or even kill a student.

I am also concerned about having complete strangers in our neighborhood as people that don't live here do not have the same values as homeowners. With total strangers in our backyards, I can see the crime rate increasing and our patio items disappearing at a rapid rate.

I would really like to attend the meeting on May 10, but will be on a trip at that time. I will be back for the second meeting and will plan to attend it.

My personal opinion, it's very difficult for me to believe that anyone would try to sneak this through, without ever contacting any of us, that would be the most impacted by this greedy person's intent. It is my understand that it was an accident that we even found out about this proposal. If he'd like to build family homes there, similar to the Joshuas, I would be okay with those.

Beverly Larson

[redacted]

Diana Lemmon

From: Don Kocherhans [redacted]
Sent: Tuesday, May 03, 2016 9:23 PM
To: John Willis
Subject: Case No 2015-0C-037

Dear Mr. Willis,
Planning Commission

We have been residents of Legacy for many years now, and are concerned about the new zoning requests of Joshua's Phases II and III. It is our understanding that this change in zoning would allow overnight rentals in these new developments. Our neighborhood is a quiet and peaceful place. We are concerned with the number of new people who would be coming into our neighborhood including the extra traffic on a daily basis. We believe that this rezoning would open the area up to possible crime and transients.

It is our opinion as well as the opinion of our neighbors that these new developments will affect our property values. We have worked hard these past years to make and keep Legacy a beautiful and desirable community. It is our hope and desire that the planning commission not approve the proposed rezoning and allow overnight rentals and multiple unit dwellings to be built in our community.

Best regards,

Don and Laurie Kocherhans
[redacted]

Sent from my iPad

Diana Lemmon

From: [redacted]
Sent: Tuesday, May 03, 2016 7:54 PM
To: John Willis
Subject: Rezoning issue on Tonaquint

Mr. Willis, I am a homeowner in The Legacy and have lived here for over 21 years I have not received any notice of this zoning change, I am adamantly opposed to any 'short term rentals' being built in a residential area. The problem of safety, is a main concern as we have so many single women living in this complex. Having dealt with 'renters' periodically in our own complex,they have proven to be unresponsive to rules and regulations, think of this as a resort, and in general do not care how they leave things! What has been proposed with two story, one night rentals right along the golf course will definitely obscure and ruin many of the scenic views for home owners along the golf course within our Legacy complex. I also find it unacceptable that something like this was not made public to those adjacent to the very area where it will affect the most. I am asking that you consider all the aspects of how such a proposal will affect those of us who have lived, loved living where we do, and have voted for representatives who are concerned for our safety as well as the value of our properties! Please do not let this happen!!!

Evelynn Cardon [redacted] St. George, UT 84770

Diana Lemmon

From: Jo Ann Stuck[redacted]
Sent: Tuesday, May 03, 2016 5:52 PM
To: John Willis
Subject: Case No. 2015-ZC-037, The Joshuas at Southgate

Dear Mr. Willis and fellow Planning Commission Members,

I am writing with great concern about the planning commission meeting on May 10th 2016. Since I will out of town on that date I wish to let you know of my concerns about the proposed zoning changes concerning The Joshuas at Southgate. I live in the Legacy development right next to the Joshuas. We bought our home sixteen years ago and before doing so we checked the zoning for the areas around the Legacy development. We invested our money in a home that was in a neighborhood zoned for single family homes. It has been a very pleasant neighborhood for those past sixteen years. There have been two churches added, a school added, and the whole Tonaquint development added which were all conducive to family living.

I am extremely concerned that the Planning Commission would now consider such a major alteration to the zoning of this area. One hundred and nine short term over-night vacations rentals right in the middle of family housing and next to a school with young children is a very bad plan. The idea to allow a transient population into a family neighborhood is not sound. Overnight renters care nothing about the neighborhood. They are there to have a good time. They need to be staying at a motel that is equipped to handle short term stays. At least a motel has an onsite manager to oversee the behavior of it's guests. I can't imagine what college and high school spring break would be like!! And then there are all the many other draws to our beautiful area that bring hundreds of vacationers to St. George every weekend. Our Legacy HOA does not allow short term rentals for that very reason. And we don't want you to change the atmosphere of a very lovely neighborhood by allowing this to happen.

The traffic is another great concern. Parking is very limited in the Joshuas. I walk through that neighborhood weekly and know how limited it is. So if three or four families decide to come from up north, rent a house for the weekend, and bring their boats, or motorcycles, or ATV's, where will they park all these vehicles?? Times that by 109 and you can imagine the problem.

It is very unfair to the hundreds of people who have settled in this lovely neighborhood to allow Church Properties LLC, all for the sake of money, to totally change the atmosphere of the area.

Please do not approve a zoning change for Phases 2 and 3 of the Joshuas

Thank you for your consideration.
Sincerely,
JoAnn Stucki
[redacted]

Sent from Mail for Windows 10

S

5/4/16

Dear Mr. John Willis,

I'm writing in regards to the letter I received at my home [redacted], for the zone change for phase 2 Joshuas. I've owned a home in the Legacy for 22 years. Its a great area and the property is in immaculate condition. I wish the zoning to remain in the original status as it was intended over 20 years ago. There is no possible benefit at the Legacy HOA for a change to allow short term rentals! These areas already exist in St. George and Washington.

Please consider as if it were your home and area to raise your family. Would you want people you don't know and will probably never see again roaming your neighborhood, not to mention property values and condition of rental units.

Please leave as presently zoned and as intended, I ask you to make your decision as if you were a property owner at Legacy. Please council with planning comission to respect our property rights as we purchased them many years before.

I know everyone looks out for their best interest but that area could still be developed without zone change for short term rentals. Property owners could stin make tons of money without upsetting the neighborhood to much transient traffic.

Please again consider this change as if it were your neighborhood, nothing positive could possibly happen with the zone change to Short term Rentals.

Thank you.

Kriss Rose

[redacted]

Legacy Address

[redacted]

St. George

Diana Lemmon

From: Bev Larson [redacted]
Sent: Wednesday, May 04, 2016 11:51 AM
To: John Willis
Subject: The Joshuas at Southgate

Case #2015-ZC-037

Mr. Willis,

I just wanted to let you know my thoughts on the above case in trying to change the zoning to be able to build short-term rentals in a multiple family neighborhood.
First of all, Tonaquint Drive has more traffic than it can handle now as does the rounder at Tonaquint and 600 West. Also, on Dixie Drive, sometimes the wait to turn takes a couple of lights to even get turned. To increase this traffic would be a disaster.

My concern also are the students from the nearby school that walk Tonaquint after and before school. Kids are kids. They don't always stay on the sidewalk nor do they ride their bikes on the bike trail. I've seen them crossing the street and goofing around with no regard to traffic. I fear it might just be a short time until one of them gets hit or even worse.

Another problem that I can see happening is, anytime you have overnight or weekend people, they do not have the same regard for homes around them as we owners do. I can already imagine them partying on the golf course and coming into our patio areas at night. I can also see the crime rate increasing which no one likes to see in their own neighborhoods.

My personal reason, for not wanting the zone change, are the property values. I'm afraid they would drop tremendously once overnight and weekend people are next door.

I would appreciate leaving the zoning as it was intended.

Thank you for your time.

Beverly Larson
[redacted]
St. George, UT 84770

Diana Lemmon

From: Susan and John Maie[redacted]
Sent: Wednesday, May 04, 2016 1:49 PM
To: John Willis
Subject: Joshuas Short Term Rentals

Dear Mr. Willis and the St. George Planning Commission;

My wife and I have been part time residents at [redacted] In the Legacy Homeowners Association since 2000, and full time residents since 2015. We have major concerns about Case No. 2015-ZC-037, the proposed zoning change for Joshuas 2 & 3, for building 109 short term vacation rentals. This would involve a deviation from the current zoning for residential homes.

Among our concerns:

1) If completely built out , it would greatly impact traffic in the immediate area.
2) The increased traffic would impact safety concerns for students at Tonaquint Intermediate school.
3) Possibly increase the threat of predators and/or drug dealers.
4) increase the threat of theft or damage to homes in the area as well as the Southgate golf course.
5) The units could be poorly constructed if building codes aren't followed
6) Health regulations would have to be strictly enforced, such as cleanliness, sanitation, etc.
7) Many units with multiple bedrooms & large numbers of renters could lead to loud parties and noise.
8) Probably lower property values in this area and severely slow further development .

Some other thoughts:

1) Do we really need this concept as future hotels, motels and B & B's can more effectively serve St.George's needs and provide more tax money?
2) How would the room taxes for the short term vacation rentals be regulated and collected?
3) What would be the likely occupancy rate outside of special events such as Senior Games, spring-breakers, and the Marathon?
4) There are no restaurants or grocery stores in the near vicinity.
5) What would be the impact to the area if the project goes under? The Joshuas have historically not thrived or expanded as the Legacy, Tonaquint Terrace or Tonaquint Valley. Perhaps property values would fall?
6) What are the legal implications for those running the rentals or those owning the units in regards to the proposed swimming pool, playground or damage to the area or to the units?

My wife and I strongly urge you and the St. George Planning Commission to turn down this request for a zoning change to allow short term vacation rentals, or at least table it for further study.

A better use for this property would be single unit homes to better fit into the present environment and zoning.

Sincerely, John E. Maier, M.D.

[redacted]
St. George, Utah 84770

Diana Lemmon

From: matilda mylander[redacted]
Sent: Wednesday, May 04, 2016 3:07 PM
To: John Willis
Subject: Case no.2015-ZC-037

Hello Mr Willis, my name is Matilda Mylander and I am a legacy homeowner. I will not be able to attend the planning commission meeting concerning case 2015-ZC-037 but wanted to express my objections. I formerly lived at a complex which allowed short term rentals and it seemed that the last years people were less respective of the rules and the property. There seemed to be more vandalism and abuse to property as time went on. There were also rvs,atvs, and bikes parked everywhere and running up and down the roads at all times of the early morning. I would think allowing this would be an invitation to destruction of the Southgate Golf Course as well as the legacy Amenity structures. More hotel space has been built in the area which can accommodate the short term rentals for which they were built. I thank you for considering my objections.

Matilda Mylander

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Diana Lemmon

From: Elaine Daniel[redacted]
Sent: Wednesday, May 04, 2016 5:41 PM
To: John Willis
Subject: case # 2015-C-037

Planning Commission
Mr. John Willis
Case #2015-ZC-037
I am deeply concerned about the proposed zone change allowing Church Properties to build vacation rental units in our beautiful neighborhood.
There are many reasons I object to this proposal.
1. It is too close to a public school. This would open the door for many potential problems. Hundreds of strangers passing through. We have no way of knowing who or what they are or what their intentions may be.
2. Traffic. The round-about is conjested at certain times of the day as it is. Recreation vehicles, boats, motor homes etc. would be a hazard and make the situation worse..
3. Property values. This would decrease the value of our homes.
4. Our quiet neighborhood would be changed into a 24 hour business of noise created by people and their toys coming and going.
5. The golf course could potentially become a playground in the off-time hours.
6. People we do not know and who do not care, would be exploring and wandering through our neighborhoods.
7. This is not a commercial area. It is a quiet residential area where we care about our friends and neighbors.We have a church and a Care Center right across the street from the proposed project. This would most certainly disturb the peace that is necessary for them.
We bought our home here to enjoy the peace and beauty that surrounds us. Please don't take that away from this community.

There are many potential problems that we may not even be aware of at this time. Please consider our feelings as you make your decision. Base your decision on what is best for us as citizens and residents of this great community, rather than on the almighty dollar. With all the wide open spaces that surround St George, please encourage Church Properties to look elsewhere. It is not in our best interest to have them here.
Please vote NO to the proposed zone change.
Thank You,
[redacted]

Diana Lemmon

From: Chad Anders[redacted]
Sent: Thursday, May 05, 2016 12:21 PM
To: John Willis
Cc: Joan Anderson
Subject: Joshua's at Southgate

Mr. Willis,

My wife (Joan) and I moved to St George three years ago from Castle Rock, Colorado. We had been interested in moving to Southern Utah for quite a few years due to the beauty of the area as well as the lack of snow. We looked at a lot of areas in the greater St George area to determine where we wanted to live and if we could purchase the right existing home or we would have to build. Once we found the Toniquint area we fell in love with the view and the fact that the area would always be single family dwellings because it was important for us to live in a family oriented community. We then built our home up on the hill overlooking the valley.

You can imagine our surprise to learn the Planning and Zoning Commission was considering changing the zoning of Phases 2 and 3 of the Joshua's to allow Church Properties LLC to build short term vacation rentals including five two story four plexes.
The problems we have with the proposed changes are as follows;

- If we had known there was a possibility of zoning changes allowing vacation rentals and high density apartments we would not have built in Toniquint,
- The change would allow for a group of people to be in our neighborhood driving toward the hills on all manner of off road vehicles making a dangerous condition for children playing,
- A lot more recreational partying going on and the increased use of alcohol and drugs in our neighborhood,
- Change a quiet, in the evening, area into one of much more noise pollution,
- We fear my property values will decrease,
- Significant life style changes.

Based on the above we are totally against this zoning change.

Please contact us if you have any questions or need additional information.

Thanks,
Chad Anderson [redacted] Joan Anderson [redacted]
St George, Utah, 84770

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Diana Lemmon

From: Joe Knight[redacted]
Sent: Thursday, May 05, 2016 8:22 AM
To: John Willis
Subject: Case No.2015-ZC-037;The Joshuas at Southgate

To Whom It May Concern:
We have a home at the Legacy. We strongly believe that building short term vacation rentals would be extremely negative in many ways!!! Therefore, We strongly vote not to allow this TERRIBLE building to take place.
Regards,
Joe and Pauline Knight

May 5, 2016

Reference: Case # 2015—ZC-037
The Joshua's at Southgate

Mr. John Willis
City Planning Commission

Dear Mr. Willis,

When a family makes the investment in a home they do so with the reasonable expectation that zoning will remain constant; that the original zoning was well thought out and would remain in place.

The zoning change you are considering for the development of overnight rentals adjacent to the Legacy homes complex represents a massive change to the original intent. In particular, the construction of overnight rentals will have consequences in terms of the value of our homes and the quality of our lives. The property was zoned for single property housing, not multistory apartments and overnight rentals.

As the words "planning commission" imply, zoning changes should not be arbitrary and able to change without some compelling reason! The fact that a developer and the City will benefit from the change at our expense is not a compelling reason.

The people who invested their life savings in a home should not be harmed for the sake of a developer and it is your job to uphold the promised zoning they had every right to expect would continue.

Finally, there are many available land parcels that could provide for the developers needs without devastating our community.

Please uphold your obligation to the people who have already invested in this community rather those who would degrade it. No developer has a right to benefit at our expense.

Sincerely,

Mark and Jan Coleman
[redacted]
"The Legacy Development"

Diana Lemmon

From: Barney Gogarty[redacted]
Sent: Thursday, May 05, 2016 1:22 PM
To: John Willis
Subject: Case No. 2015-ZC-037

John Willis

Head of the Planning Commission

Case No. 2015-ZC-037

Dear Sir:

When I moved to St. George in1999 and built my home, I selected the lot and area because the zoning, which I took as a contract with the city, was for R1-10 (Single Family Residential 10,000 square feet minimum lot size). The area to the east of me has built up with large, higher priced homes. To the west I watched as the Legacy subdivision a planned unit development finished it's built up around the Southgate Golf Course of smaller, medium priced single family residential homes. Then came Phase 1 of the Joshuas with its even smaller, lower priced single family residential homes The key in these three projects that all include only single family residential homes. The developer is asking to rezone and build 109 short term vacation rentals. Rentals are commercial property and in no way fit into the life style or activities of the surrounding area of single family residential homes.

As I understand the basics of the zoning laws, they are designed to encourage compatible land uses to locate close to one another and away from incompatible land uses. Residential land uses are thought to be best located next to other residential uses and away from office and commercial uses.

Please do not approve the zoning change for Phase 2 and Phase 3 Joshuas Projects. Should the developer change his plan to build smaller single family residential homes, he needs to replace the 20 two story condominiums with single family homes. The two story condominiums will be a golf hazard and an eye sore to those in his project and all who live in the surrounding areas.

Thank you for your consideration of this matter,

W. Barney Gogarty, PhD
[redacted]
St. George, UT 84770
[redacted]

Diana Lemmon

From: [redacted]
Sent: Friday, May 06, 2016 1:20 PM
To: John Willis
Subject: Case No. 2015-ZC-037 "The Joshuas at Southgate"

May 6, 2016

Dear Mr. Willis and Members of the Planning Commission,

Mr. Willis - I appreciate you for taking the time to speak to my daughter yesterday. Thank you.

As my daughter probably told you, I am opposed to the proposed zoning change for the Joshua's at Southgate that will also allow short-term rentals. I believe that the impacts of this project on my property and neighborhood are certainly in direct conflict with all 4 bullet points of the stated purpose of City Zoning Ordinance 10-14-21 governing short term rentals.

10-14-21: SHORT TERM LEASES OF RESIDENTIAL PROPERTIES
.....to ensure:
1. Protection of the environment of the city, including use compatibility with existing residences;
2. Preserving the existing character and property values of the community by assuring appropriate uses;
3. Establishment of appropriate governance procedures to plan and oversee short term leases of residential properties to promote the interests and welfare of the community; and
4. Promote peace and safety within neighborhoods of the city.

WHY I BOUGHT AT THE LEGACY
I've had a 2nd home in St. George since 1982 and purchased my home [redacted] 995 after I was widowed. I carefully chose this home for a number of reasons. I needed and found safety and security, a quiet location, and a neighborhood where I could make new friends and have true neighbors. I paid extra for a nice view of the red rocks, but knew that the financial commitment that I made to purchase this property would be available to me if needed as a means of financial support as I grew older.

When I purchased my condo, I did my research. The lots in question were zoned for residential patio homes. I specifically and consciously bought into a residential golf course community.

The Legacy offers one of the nicest and most affordable developments to be found in St. George. Our permanent residents - retirees, seniors, empty nesters, 2nd homeowners, and working families, choose The Legacy for the many of the same reasons that I did.

ISSUES WITH THE PROPOSED ZONING CHANGE
Preservation of the quality of life for permanent residents and maintaining the residential character of our neighborhood says it all!

LIVIBILITY ISSUES
The current zoning change proposal will, in reality, turn the property directly across the golf course from my home into a full time motel (but without the benefit of supervisory onsite management).

By deliberate design, short-term rentals create an intensified use of the properties, bringing excessive vehicles, noise, and turnover of people. High usage and turnover is how the owners make their money. This disrupts the livability of the neighborhood for permanent residents – just common sense.

TRAFFIC
People using motels are coming and going a lot and at all hours of the day and night. The traffic volume and traffic noise from Tonaquint already increases each year. This type of development will make it worse.

NOISE

Visitors seek nightly rentals for many reasons. Everyone has his or her own idea of how to vacation, which is fine. But nightly rentals are sometimes specifically sought by renters to be party houses free from hassle by hotel management, with as many people packed into them as possible; sometimes these are extended families with lots of kids, sometimes only adults- maybe a bachelor or bachelorette weekend, or spring break week. (1 or 2 parking spaces per unit will **not** handle the parking required by these units) Some renters naturally bring the attitude of "partying", just because they are celebrating the joy of a short-term vacation. But here is often little concern about community residents, i.e. particularly related to noise and traffic. Even if only 5% or 10% or 20% of the short-term rental visitors are like this, it will have a significant negative impact on me and on my neighbors. The golf course doesn't offer us any type of noise buffer. I want to be able to sleep with my windows open, or enjoy a quiet evening on my patio.

TWO STORY TOWNHOUSES
What about my view?! Putting 2 story units near the 14th green is a problem for me. The Legacy has two-story units, but they were all built below street level and carefully designed to not block the views of others.

SAFETY FOR VISITORS AND RESIDENTS, CITY LIABILITY, PROPERTY DAMAGE
The proximity of this property to Southgate Golf Course warrants additional consideration by the Planning Commission and by the City. I have no doubt that there will be visitors spilling onto the golf course. Perhaps kids running across the course, playing in the water stations, digging in the sand traps- pretty tempting if you're young and have a golf course in your backyard and Mom and Dad send you off to play. There would seem to be quite a liability for the City if a ball in play should injure one of those children. At the time of a previous request for zoning change for this property, it is interesting to note that a past St George City Council recognized potential problems. Quoting from City Council Minutes in 2001 *"Community Development Director Bob Nicholson advised the applicant is proposing to build a family-type apartment project, but is concerned if the use is appropriate adjacent to a golf course because of compatibility with golf balls and children. He proposed to relocate the apartment complex across the street, locate single level townhomes on this site as a continuation of The Joshuas Phase I project.*

At night, the City *will* have people out on the course....same thought process as the kids have! Damage will happen, and there will be trash issues. And in the morning, these people are gone.

I also suspect that this project could create an easy gateway for criminal activity in the neighborhood, although I don't have access to statistics to back it up.

LOSS OF PROPERTY VALUE
For all of the reasons above, I firmly believe that this zoning change will negatively impact the value of my property.

Please give the permanent citizens of St George your support on this matter. Church Properties and Salisbury Homes are sophisticated developers who bought this property with their eyes wide open. They shouldn't be granted this zoning change to my detriment and that of my neighbors. There may be locations that could be appropriate for the type of development proposed for the Joshua's, but this isn't the place.

Thank you for your time and consideration.

Sincerely,

Marjorie D Leaver

Diana Lemmon

From: Verizon[redacted]
Sent: Saturday, May 07, 2016 8:29 PM
To: John Willis
Subject: Case No. 2015-ZC-037, The Joshua's at Southgate

Mr John Willis,
I am sending this message to you regarding the hundred and nine short term vacation rental units that are being proposed for building by Church Properties very close to my home that we purchased a year and a half ago in Tonaquint Valley.
We came from Pennsylvania a year and a half ago and chose this neighborhood to move to full time to because it was not close to any of the tourist housing which Is prominent in St George and growing as it is such a magnet for people from cold areas seeking sunshine for even a short time, including young people.
I don't want my neighborhood subjected to the same thing that beach communities all over the country deal with, i.e. increased crime, noise, property damage, and traffic, due to temporary housing.
Warm weather and sunshine just a few hours south of cold. I am sure you are aware of this fact.
We also have an intermediate school where all the children can walk to school, (another benefit we pay our taxes for). If these buildings are built, the safety of our kids will be in question. We also have easy access to BLM land straight down Curley Hollow Rd, where the school is located. Do you really think no temporary, passing through, or younger people will want to party there under the stars, or see they can camp there for free for future visits? Those people will see it easily from the temporary housing, and we will lose.
It would not be good for our neighborhood, or the City of St George to locate short term housing in this area.
I implore you, consider and plan well for the future of St George.
Thank you for your consideration.
Toni Diehl
[redacted], St George, Ut 84770

Sent from my iPad

Diana Lemmon

From: Karen Peters[redacted]
Sent: Saturday, May 07, 2016 1:51 PM
To: John Willis
Subject: Case #2015-20-037

Dear Mr. Willis,
I am a resident of the Legacy off of Tonaquint, We have enjoyed our 15 year residence in the beautiful area of St. George, I will keep this brief as I believe you are receiving many letters on the same subject.

I am concerned and opposed to the zoning changes for the Joshuas phase 2 & 3. I am concerned about the increase in traffic around the church and middle school off of Tonaquint.
My main concern is of the 109 short term vacation rentals which could bring "vacation" toys such as off-road motorized vehicles and boats.

Please keep our tranquil neighborhood as it is with its current zoning. More homes in the Joshues are welcomed using the current zoning that is place.

Thank you for your consideration.

Karen Peters
[redacted]

Sent from my iPad

Diana Lemmon

From: Reed Randal[redacted]
Sent: Monday, May 09, 2016 10:10 AM
To: John Willis
Subject: Joshua at Southgate.

Mr. John Willis:

Will not be in town for the hearing on Case No 2015-ZC-037. We are opposed to the rezoning of Phases 2 and 3.

Marilyn and Reed Randall
[redacted]

Diana Lemmon

From: Quintin Foste[redacted]
Sent: Monday, May 09, 2016 5:28 PM
To: John Willis
Subject: Johsuas @ Southgate Case Number 2015-ZC-037

Dear Mr. Willis,

I have received a notification from a member of the Legacy board regarding this case. He tells me there is a meeting tomorrow (5/10) to review this application.

I am a townhouse owner in Legacy. We are not permanent residents, but use the townhouse as a second home, especially during the winter months. We come down from SLC to use the property.

My concerns about allowing short term rental at the Legacy is as follows:
I worry that the home values might be negatively impacted.
Traffic may or may not be impacted, but I'm sure it would not get better with short term rental traffic.
I have short term rental property at another location in St. George and I know that the wear and tear on property and the potential for vandalism rises. This is especially true since short term rental tenants have no ownership in the property and tend to not be as careful in the maintenance. I realize that this is more likely to occur on the inside, but parties have a way of moving outside. So not only is there a potential increased risk for outside damage, there is potentially loud and bothersome noise.

I'm sure there are also concerns that the city should be addressing, such as increased fire and police protection, potential damage to the Southgate golf course, and the obvious increase in utility usage being stressed.

I hope you will at least think of these issues, as I'm sure you will. I'm assuming that I'm not the only home owner who has contacted you.

Thanks in advance for considering these concerns.

Quintin and Dorothy Foster
[redacted]

Diana Lemmon

From: Michael Arambula [redacted]
Sent: Monday, May 09, 2016 10:43 PM
To: John Willis
Subject: Case No. 2015 – ZC – 037

My wife and I recently purchased a home in Chippenham court. We are not there full-time, the reason we purchased that in that location, is because we felt like it would be a secure area. We feel that the proposal before you now, would jeopardize that security. Please do not approve this proposal. Thank you
Michael Arambula
[redacted]
St. George, Ut. 84790

Sent from my iPad

Diana Lemmon

From: L HAWK[redacted]
Sent: Monday, May 09, 2016 7:49 AM
To: John Willis
Subject: May 10th Meeting

Mr. Willis,

I am planning on attending the Planning commission meeting on May 10th @ 5 PM regarding the issue on the attached letter. I have not attended any of your meetings, do I have to make arrangements in advance to speak or is the meeting open to the publics comments?
Please advise,

Larry Hawkins

I am writing in regards to a proposal to change the zoning for the Joshuas @ Southgate Phase 2 from R-3 (multiple Family) to PD-R (Planned Development Residential) Tonaquint Drive & Curly Hollow Dr.

I moved to SG 5 years ago and picked this area of St. George because of its beauty and seclusion, I did my homework as I wanted to make sure the area around my new home would be free of anything other than family homes.

Now you are considering a zoning change to accommodate a Multiple Family planned development for short term rentals, some of them being two story buildings. I certainly hope you are not planning on changing the zoning to accommodate this.

First of all, there has to be better locations in the SG area to accommodate this development that is already zoned for such a project.

This is a quiet neighborhood with a middle school. Many children walk to and from school each day, the additional traffic from this development is totally uncalled for and could be a safety issue for the kids.

We also have open space land to the west of us, I believe it is BLM property, at this point in time we have more than enough RV's, UTV's and ATV traffic up and down the street without adding additional recreational traffic that the development would bring. This would also be a safety concern for the school children.

A project like this would be disruptive to the serenity of this quiet neighborhood and will also bring down the property values in the area.

We had to put up with a giant rock pile on that property for years, don't ask us to take on a disruptive rental property development.

I certainly hope the developer doesn't have you in their "good old boy" back pocket, we as a neighborhood do not want this nor do we need this in our area.

Your consideration in this matter is greatly appreciated.

Regards,

Larry & Reva Hawkins

[redacted]

St. George UT 84770

[redacted]

[redacted]

Diana Lemmon

From: Jeff Barber [redacted]
Sent: Monday, May 09, 2016 9:09 AM
To: John Willis
Subject: oppose rezoning phases 2 and 3 of Joshuas/ no to Church Properties

Mr Willis,

We live at [redacted] and I'm writing this letter to tell you that we adamantly disagree with rezoning of phases 2 and 3 of the Joshuas. We oppose the request of Church Properties to build 109 short term units in our neighborhood.

As I'm sure you would not want it in your neighborhood, we don't want it in ours.

Please keep this community the way it is.

Regards,

Jeff and Selene Barber

Diana Lemmon

From: Tim Hunt [redacted]
Sent: Monday, May 09, 2016 3:42 PM
To: John Willis
Subject: Rezoning Joshua's

John,

My name is Jay Hunt and my wife, Darla and I have been retired homeowner's in the Legacy at Southgate for over 3 years. In following the progress of the rezoning request by Church Properties LLC, to build 109 short term rentals, we would like to express our concern.

From what we understand, the City of St. George has had some difficulties with "daily rentals" and VRBO units due to the neighboring homeowners being affected by noise, traffic and other disturbances. The case for this in Legacy is no different with its 258 homes of which approximately 90% are retired adults. Because The Joshua's backs up to the Southgate Golf Course, we know that there will potentially be nightly trespassing on the course by vacationers that have no invested interest in following any rules or regulations set by the city.

We bought our house knowing that it was zoned for single family use and have expectations that our government zoning officials will protect our investment and property values. This is also a quiet and safe place to live and play and we are committed to maintain that security. Tonaquint Drive is a great location to the activities that St. George hosts, which we're sure is why Mr. Church is interested in having the property rezoned. Accessing Tonaquint Drive however; is far from ideal and possibly dangerous with such an increased amount of vacationing drivers. Again, we want to stress that daily rental facilities affect the property values, lifestyle, traffic conditions of neighboring communities as well as create many noise violations. We hope the St. George Planning Commission as well as our elected officials, will respect the homeowners of the St. George residents and require investors and developers to build in a more secluded area, of which there is plenty to choose from within St. George.

Please put yourselves in our shoes and question if you would want to allow 300 to 400 different renters staying in your neighborhood each night. Would you want the noise, traffic, parking issues and transient population invading your neighborhood and private streets nightly? Please prevent Church Properties LLC from converting The Joshua's project to short term rentals by denying the rezoning.

Thank you for your time!!

Jay & Darla Hunt

Diana Lemmon

From: Arambula [redacted]
Sent: Monday, May 09, 2016 9:26 PM
To: John Willis
Cc: [redacted]
Subject: Zoning changes for the Joshuas phases two and three

My husband and I purchased a vacation home in Legacy about a year ago. Because we are only part timers the first criteria of the location we purchased was knowing it was secure and in the quiet and safe development.

Had we known then about the possibility of this rezoning, I don't believe that we would have purchased at Legacy.

We both adamantly object to this rezoning. We believe this is something that should be reconsidered and denied.

Sincerely,
Linda Arambula
[redacted]

From 18th Green on the way to the 19th Hole.

Diana Lemmon

From: Marsha Harvey [redacted]
Sent: Monday, May 09, 2016 2:32 PM
To: John Willis
Subject: Case # 2015-ZC-037

Attention to the Planning and Zoning Commissions;

Because of information given to us early in April, we sent a letter opposing the zone change for the Joshua's. We just recently received the actual layout and proposal. We therefor would like to withdraw our opposition to the Zone changes. We feel like as lone as the property is always operated as proposed, the area would be kept up neatly and regulated.

Thank You

David and Marsha Harvey
[redacted]
St George

Mailing address: [redacted]

Diana Lemmon

From: emily randall [redacted]
Sent: Tuesday, May 10, 2016 7:40 AM
To: John Willis
Subject: The Joshuas at Southgate Proposed Zone Change

Hello,
This is concerning Case #2015-ZC-037

We are **opposed** to the proposed zoning change.

We are Greg and Emily Randall. We own a home in the Legacy development. Our address is [redacted]
Thank you for your time,

Emily Randall
[redacted]

Diana Lemmon

From: CenturyLink Custome[redacted]
Sent: Tuesday, May 10, 2016 12:37 PM
To: John Willis
Subject: Case No. 2015-ZC-037 Rezoning at The Joshuas

Mr. Willis,

I am sending this e-mail to protest the rezoning Phase 2 & 3 at Joshuas. I am concerned that short term vacation
rentals will have many negative impacts on the residents living at the Legacy.

Jack Piep

Public Notice 04-14-2016
Case 2015-ZC-037
Proposed Zone Change for The Joshuas at Southgate Phases 2 & 3

Attn: Chair Ross Taylor and Planning & Zoning Managcer John Willis. Commissioners Wilkinson, Fisher, Buehner, Adams, Staheli and Hullinger.

I am writing to voice my strong opposition to the proposed zone change for The Joshuas phases 2&3.

This project has merit; however, NOT in the Joshua 2&3 location. Allowing short term (one night) rentals is completely out of character for the surrounding residential areas. It will negatively impact the Southgate area significatly. Especially the 200 additional cars per day traveling single lane 600 West and round-a-bout traffic, the 450 additional people per day spilling into Tonaquint Park and one night rental people/children/dogs improperly using the golf course.

I strongly recommend this project be rejected, and it be moved to a better served area in the city.

Mrs. Anna Lou Hansen [redacted] Anna Lou Hansen
St. George, UT 84770

5

Public Notice 04-14-2016
Case 2015-ZC-037
Proposed Zone Change for The Joshuas at Southgate Phases 2 & 3

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DENNIS & SUSAN O'LEARY
[redacted]
St. George, UT 84770

Dennis O'Leary
Susan O'Leary

5

Public Notice 04-14-2016
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I strongly recommend this project be rejected, and it be moved to a better served area in the city.

Mr.-Mrs Sanberg
[redacted]
St. George, UT 84770

Woody Sandberg
Gwen Sandberg

Christina Fernandez

From: [redacted]
Sent: Friday, May 27, 2016 8:36 AM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Don Olsen - www.sgcity.org

Message from Don Olsen [redacted]
Phone: [redacted]
Citizen Message:
John:

I hope this finds you well.

My wife and I own a town home in the Legacy development very near where Church Properties proposes to build 100 short-term rental units in the Joshuas development. We, like many of our neighbors, are concerned about what allowing hotel/motel-type rentals in a residential neighborhood will do to our property values. We also are concerned, admittedly to a lesser degree, about potential traffic problems on Tonaquint Drive and about possible security issues. Your planning commission has approved the Joshuas development but I am hopeful you and the city council will deny it.

Many thanks.

Don

Christina Fernandez

From: [redacted]
Sent: Wednesday, May 25, 2016 11:25 AM
To: Gary Esplin; Marc Mortensen; Shawn Guzman; Jon Pike; Christina Fernandez; Bette Arial; Michele Randall; Jimmie Hughes; Ed Baca; Joe Bowcutt; WebmasterGroup
Subject: Citizen Message from udell webb - www.sgcity.org

Message from udell webb [redacted]
Phone: [redacted]
Citizen Message:
The latest approval recommends that the St. George City Council change the zoning at The Joshuas HOA on Tonaquint Drive directly adjacent to The Legacy, Tonaquint Valley and Tonaquint Terrace to allow for nightly rentals. This is right inside existing established residential neighborhoods. If it is allowed to happen here, it will certainly be allowed to happen where you live.

A NO VOTE. We live in the country club townhomes in Bloomington and would not like to see the spread.

Udell Webb

Christina Fernandez

From: [redacted]
Sent: Tuesday, May 24, 2016 9:47 AM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Teece Anderson - www.sgcity.org

Message from Teece Anderson [redacted]
Phone: [redacted]
Citizen Message:
Good Morning Mayor Pike,

I wanted to write a quick email regarding the requested zoning change for Church Properties development (Case No. 2015-ZC-037). I purchased a home on Legacy Drive because of the neighborhood and peaceful surroundings. I love St. George and I love my home. While I understand that developers have a right to purchase property and develop the land, I am concerned about the type of development that is being considered. Short term rentals will change the dynamic of the neighborhood. It will be less peaceful and bring more traffic. People on vacation bring RVs, trailers, side x sides, pets and parties. They have every right to do that. The problem is that we have a residential neighborhood. Co-locating these two communities would certainly create problems. I understand that you are in a predicament regarding this request. I hope you will please consider my views and help us keep our neighborhood peaceful and safe. Thank you for your time.

Christina Fernandez

From: [redacted]
Sent: Monday, May 23, 2016 1:23 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Kevin Knight - www.sgcity.org

Message from Kevin Knight [redacted])
Phone: [redacted]
Citizen Message:
Dear Mayor Pike

On June 2nd the city council will be ask to approve the application of Church Properties to re zone Joshua Phases 2 & 3. I strongly urge you to reject the application and prevent the negative impacts, re-zoning would have on the fundamental make-up and character of this area of St George..

Adjacent to the new Joshua development are the Legacy and other existing neighborhoods, True residential areas, populated with families and retirees. Well established over the years . A place residents call home. A place where we have been able to quietly enjoy the quality of life in St George with our neighbors.

Zoning for the Joshua development should be consistent with these existing communities and held, to the same standard. As a "true" residential community, not as a short term "hotel" for vacationers and weekend visitors.

With the potential of 100 units being offer for short stay, the fundamental nature of the area will change if the application is approved. No longer will it be a peaceful and quiet residential area, but rather a playground for people on holiday. With the accompanying traffic, noise and other challenges unique to short term visitors

Please reject the request to re-zone, and maintain the this area of St. George, as currently intended.. for the use and enjoyment of families and people who have made a long term commitment to St George.

Best regards

Kevin Knight
2268 so. Legacy Drive

Christina Fernandez

From: Jon Pike
Sent: Sunday, May 22, 2016 4:25 PM
To: [redacted]
Cc: Gary Esplin; Marc Mortensen; Shawn Guzman; Christina Fernandez; Bette Arial; Michele Randall; Jimmie Hughes; Ed Baca; Joe Bowcutt; WebmasterGroup
Subject: Re: Citizen Message from Betty B Nelson - www.sgcity.org

Thanks for your email, Betty. We appreciate the input!

Jon

Sent from my iPhone

> On May 22, 2016, at 1:21 PM, [redacted] [redacted] wrote:
>
> Message from Betty B Nelson [redacted]
> Phone: [redacted]
> Citizen Message:
> Re: Case No. 2015-ZC-037 Joshua subdivision
>
>
> I wish to voice my opposition to putting basically "motel" in the middle of our Legacy Area. We all know that people staying overnight in a place do not think of it as their "home" and leave their mess for someone else to clean up or take care of.
>
> Also many of these people will be towing trailers with boats, MotoZoo toys and campers. Where will they all park?
>
>
>

Christina Fernandez

From: [redacted]
Sent: Tuesday, May 17, 2016 5:08 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Linda & David Knight - www.sgcity.org

Message from Linda & David Knight [redacted]
Phone: [redacted]
Citizen Message:
Mayor Pike,

We, as owners in Legacy at Southgate, have been made aware of a Zone Change and construction project that is proposed for the area north of the tennis courts at Legacy and will also include part of the Joshua Subdivision. This zone change will allow for nightly rentals in this area.

We feel this change of zoning will negatively impact the quality of life in our neighborhood as well as decreasing our property values. We believe it will also significantly increase safety and security concerns.

We hope that you will not take our concerns lightly in determining whether a zone change is appropriate for the proposed construction project.

Sincerely,

David and Linda Knight

[redacted]

St. George, UT

Christina Fernandez

From: John Willis
Sent: Tuesday, May 10, 2016 2:13 PM
To: MICHAEL DALEY
Cc: Christina Fernandez; Ray Snyder
Subject: RE: Rezoning of Bloomington Golf Course

Mr. Daley,

I will provide the email to the City Council for their consideration.

Thanks,

From: MICHAEL DALEY [redacted]
Sent: Tuesday, May 10, 2016 2:02 PM
To: John Willis
Subject: Rezoning of Bloomington Golf Course

Mr. John Willis
Planning & Zoning Manager – City of St. George
175 East 200 North
St. George, UT 84770

Mr. Willis

I called you last week, April 27, 16, with my concerns about our building lot, Lot SG-BCC-6-78, 1350 Hagen Circle, we are writing about our concerns relating to the rezoning of part of the Bloomington golf course to building lot. Our property at 1350 Hagen Circle boarders on to the golf course, historically property have and maintain a higher retail value because of bordering on open space or a golf course as is the case of this property. The rezoning of this open space to residential property will harm the value of the above mention property.

For this reason, we are against the rezoning of the open space defined as Parcel 3, as defined by the letter of dated April 15, 2016 from the Planning and Zoning Office. We are unable to attend the planning hearing that is tentatively planned for May 19, due to a previous engagement, so we hope you can relay our concerns regarding this rezoning to the City Council at any future hearing.

Our contact info is:

Michael and Debra Daley
[redacted]
St George, Utah 84790
[redacted]

Thank you for your time,

Christina Fernandez

From: [redacted]
Sent: Sunday, May 08, 2016 8:39 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Dave Veilleux - www.sgcity.org

Message from Dave Veilleux [redacted]
Phone: [redacted]
Citizen Message:
This is a copy of an email sent to Mr. Willis,

I am writing to you about the above named matter that will on the dockets at the planning meeting to be held on May 10. I am a concerned resident of St. George.

In December 2015 The Spectrum published an article "St. George to Continue Ban on Airbnb-type Rentals". The summary of the article: as clearly pointed out in the headline, St. George will not support nightly rentals of this type in St. George. This was after lengthy and deliberate consideration.

It is with this issue in mind that I write to you regarding the subject case before your department. I argue that the type of development, which is planned for "The Joshuas at Southgate" is a thinly disguised way to make an end run on the city's stance on nightly rentals of this type.

With little or no formal rental office and means by which to market such rentals outside of the Internet, what is the means by which such a development would and could find its clients? Airbnb is the preferred and likely route.

I would like you to be informed of the types of behaviors that have occurred at Airbnb properties. Please perform a web search with strings such as "airbnb law enforcement", "airbnb police", "airbnb in the news". Even "progressive" cities like Los Angeles, New York and San Francisco, that sanction many types of behavior that would never be accepted here in St. George are experiencing legal and enforcement issues with Airbnb.

But this is all a mute point because this city's administration has already made the determination to not support this type of rental process. The question remains however, how does the city police and enforce its policy against Airbnb-type rentals? Is the city going to be an unwitting accomplice in aiding the subject development to counter the cities own policy. This development is perfectly suited for these loosely structured nightly rentals as proposed.

What would be the budget and means of enforcement? Does the Code Enforcement Division, the Police and Fire have the extra budget to absorb the extra load? Nevermind, I know the answer.

Unanswered questions that I should bring up but are beyond the scope of this communication.
How does the city ensure that it receives it's fair "room tax" from such rentals?
What is the negative impact to city tax proceeds when Airbnb-type rentals are accomplished "off the books" in place of sanctioned known entities such as Hampton Inn, The Courtyard, Motel 6, etc?
What does it say to legitimate corporate tax paying hotel chains that play by the books and have made serious investments in St. George and collect millions in taxes on behalf of the city?
Would it not be prudent and fair to receive input from hotel chains that have recently been given the "go ahead" to build new hotels in town? How will they feel that the city is

considering to "sanction" grey market nightly rentals that will complete with them and not have the same cost structure or oversight?
I can tell you that as a tax paying resident of St. George I am not happy with this variance even being considered.

This variance is bad policy. This development is a bad idea. It is the wrong land use in the wrong location. I ask you to refuse this variance now and to not refer it to city council.

Dave Veilleux
St. George Resident
Legacy at Southgate

Distribution:
Herewith:
CAMUTAH: Community Association Management for Legacy at Southgate C. Veilleux: Resident of St. George, Legacy at Southgate B. Sears: Occasional Guest Editorialist, The Spectrum; resident of St. George, Southgate Hills J. Mangalonzo: The Spectrum S. Kiggins: The Spectrum D. McKee: Board Member, HOA Legacy at Southgate R. Antonelli: Real Estate Professional and resident, St. George J. Adams: Real Estate Loan Professional and resident, St. George

Via direct means:
Mayor: Jon Pike
City Manager: Gary Esplin
Councilwoman: Bette Arial
Councilman: Joe Baca
Councilman: Joe Bowcutt
Councilman: Jimmie Hughes
Councilwoman: Michelle Randall

Christina Fernandez

From: [redacted]t
Sent: Sunday, May 08, 2016 7:29 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Dave Veilleux - www.sgcity.org

Message from Dave Veilleux [redacted])
Phone: [redacted]
Citizen Message:
I am writing to you about the above named matter that will on the dockets at the planning meeting to be held on May 10. I am a concerned resident of St. George.

This community has an ordinance that stipulates alcohol is not allowed to be sold within 500 ft. of a church. It is known as the 500 ft. rule. There are many other examples that apply to land use, criminal behavior and law enforcement within 500 ft. of churches and schools. I don't need to list them for you.

Likewise, when a land use variance request, like this one that is the subject of this letter, comes in, the city sets up a hearing process. One of the first steps is for the appropriate department to send out notices to all land-owners within 500 feet of the parcel in question. (I might add that this process was rather loosely followed in this instance. But that is a matter for a different day.) This is yet another example of the 500 ft. rule.

The parcel that is the subject of this variance request is within 500 feet of a church. The parcel is within 500 feet of a school. Not just any school but a school for vulnerable children. It is also very close, if not beyond 500 feet, to a second school, Tonaquint Intermediate School.

So why should the city and the planning department pay particular attention to this parcel and use. The request is not for "standard" residential use. If that were the planned use there would be no reason for this communication. If a permanent resident moves into a neighborhood, be it as a renter or as an owner/occupier there are certain safeguards. These safeguards take the form of investments, deposits, deeds, background checks and the like. If someone checks in at "conventional" nightly rental, otherwise known as hotels and inns, there is a certain amount of background checking. Otherwise the establishment may be held as partially liable or responsible for loss or damage or injury caused by the occupant. The ID on file helps the police or others identify and locate a suspect if an illegal act or damage occurs.

In this instance there is no "office" on premises. What is the check-in process? We did not see this building type on the plans. What assurances would there be that any number of units, of the 109, would be occupied by a drug user, or a drug seller, or a sex offender looking to exploit the proximity of this development to two schools and a church? In fact, this is just the type of housing such a person would seek. The check in process is "soft". It is a great place hide out, or to set up shop to distribute drugs or to shoot pornography. If has everything one needs - kitchen, bedrooms, bathroom. It even has access to children to assume the starring role.

You see this is a loophole for sex offenders. If they are going to be there for a night, or a week, they are likely gone before the heat is turned up. In a permanent residence or a conventional rental there are opportunities to screen that do not exist here.

Is it the policy of this city to approve such land use that would allow any transient population to stay in overnight housing within 500 feet, no directly across the street, of such delicate neighbors?

This is variance is bad policy. This development is a bad idea. It is the wrong land use in the wrong location. I ask you to refuse this variance now and to not refer it to city council.

Dave Veilleux
St. George Resident
Legacy at Southgate

Distribution:
Herewith:
CAMUTAH: Community Association Management for Legacy at Southgate C. Veilleux: Resident of St. George, Legacy at Southgate B. Sears: Occasional Guest Editorialist, The Spectrum; resident of St. George, Southgate Hills J. Mangalonzo: The Spectrum S. Kiggins: The Spectrum D. McKee: Board Member, HOA Legacy at Southgate R. Antonelli: Real Estate Professional and resident, St. George J. Adams: Real Estate Loan Professional and resident, St. George

Via direct means:
Mayor: Jon Pike
City Manager: Gary Esplin
Councilwoman: Bette Arial
Councilman: Joe Baca
Councilman: Joe Bowcutt
Councilman: Jimmie Hughes
Councilwoman: Michelle Randall

Christina Fernandez

From: mjcairline@mindspring.com
Sent: Thursday, May 05, 2016 12:30 PM
To: Gary Esplin; Marc Mortensen; Shawn Guzman; Jon Pike; Christina Fernandez; Bette Arial; Michele Randall; Jimmie Hughes; Ed Baca; Joe Bowcutt; WebmasterGroup
Subject: Citizen Message from Mayor John Pike - www.sgcity.org

Message from Mayor John Pike [redacted]
Phone: [redacted]
Citizen Message:
May 5, 2016
Reference: Case # 2015-ZC-037
The Joshua's at Southgate

Dear Elected City Officials,

When a family makes the investment in a home they do so with the reasonable expectation that zoning will remain constant; that the original zoning was well thought out and would remain in place.

The zoning change you are considering for the development of overnight rentals adjacent to the Legacy homes complex represents a massive change to the original intent.

In particular, the construction of overnight rentals will have grave consequences in terms of the value of our homes and the quality of our lives. The property was zoned for single property housing, not multistory apartments and hundreds of overnight rentals.

Zoning changes should not be arbitrary and changed without a very compelling reason! The fact that a developer and the City will benefit from the change at our expense is not a compelling reason.

The people who invested their life savings in a home should not be harmed for the sake of a developer and I believe it is your job to uphold the promised zoning we had every right to expect would continue.

Finally, there are many available land parcels that could provide for the developers needs without devastating our community.

Please uphold your obligation to the people who have already invested in our development rather those who would degrade it. No developer has a right to benefit at our expense.

Sincerely,

Mark and Jan Coleman
[redacted]
St. George, Utah
"The Legacy Development"

Steve Soulier
[redacted] Saint George, Utah 84770 • [redacted] • [redacted]

RECEIVED
MAY 04 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

04/30/16

Dear Mayor Pike,

I am writing this letter out of concern and opposition for the proposed development and associated zone change to accommodate the "Joshua Project" on Tonaquint Drive currently before the planning commission. While on the surface this project appears to be just an extension of other housing developments in the area, for example; the proposed homes will look similar to the existing homes, they will be part of an HOA Planned Development similar to many of the homes in the area and the home density on the surface appears to be comparable with the medium density of the surrounding homes. I say on the surface. The real difference can only be seen when you understand that "the devil's in the details."

The developer proposes to build over 100 units not as homes, but as glorified hotel rooms. They refer to it as a "master planned vacation rental village." But these hotel rooms are not being designed to accommodate business people or small family vacationers. According to an associated vacation rental company's web site, these units are designed to host "... family reunions, corporate retreats, sports teams, and other **large** travel groups." Each 3 bedroom unit is proposed to provide accommodation for 10-12 people (not including sleeping bags) inside an 1800 sq. foot unit. (These figures are based on the occupancy numbers provided by the Santa Clara resort upon which this project is modeled.)

To put this into perspective I would offer the following comparison. The new Holiday Inn Express just down the street from the convention center and less than a mile from the proposed development is 5 stories high. It has 130 guest rooms, with 52 single rooms and 78 double rooms. On the rare occasion that each of these rooms had every available bed filled with 2 people each for one night, the maximum occupancy for the hotel would be 416 people. The proposed rental village expected occupancy with 10-12 people per home would be 1090 or more. Do you really think a baseball team staying over in one of the units is not going to roll out a few sleeping bags on the floor? What is really being proposed are two to three good-size hotels without the hotel parking and other amenities that even a hotel is required to provide. The developer's rental management company is quick to point out that for a similar village built in Santa Clara, ALL units are booked to capacity at least 7 months out. We are not just talking weekends or when the St. George marathon or the Iron-Man competition is going on, this is an occupancy rate that is planned for 12 months, 7 days a week for 365 days of the year.

Consider the impact of these large group packages which local developers of similar project in Santa Clara are offering on the internet:
"Vacation Homes perfect for large groups:
<u>2 Homes Together</u> (combined 6 bed/ 6 bath, sleep 20)
<u>3 Homes Together</u> (combined 9 bed/ 8 bath, sleep 30)
<u>4 Homes Together</u> (combined 13 bed/ 14 bath, sleep 50)
or select a combination of multiple homes to suit any group or family size (100+ people)"

"This is very desirable for second home owners and investors who want to have a vacation home in Southern Utah while having the expenses covered by vacationers, or for those who want their home expenses covered while realizing a return on their investment. "

Does this sound like a residential community or a hotel? It may be desirable for vacationers and investors but how desirable do you really think it is for the surrounding St. George voting residents?

Parking, for example, is bound to be a problem. If you use a home for a family reunion for multiple families you don't need parking for 2 or 3 cars but may need parking for as many as 6 cars. What about boats, trailers and RV's? These homes are not being built for a simple family visit, but as a home base for time on the lake, rock climbing and dirt biking in the surrounding hills or for glorified spring break for a high school's baseball, basketball, or even football team. Treating this recreation village as just another planned development rather than treating it as a commercial venture is extremely naive on the part of the city and it's planners.

What are these people, especially the teenagers among them, going to do when they are not participating in the main activity they came here for? Yes, they have a nice pool area proposed, but it will close at 10:00 pm. Night games will then be played on the large grass area of the #14 and #15 fairways of the Saint George Southgate golf course that border my home. Such evening events will also most likely include running and hiding along my back patio and those of the other homes that border the city's golf course. "Wouldn't happen" you say? It already does and will only increase. Last winter the 15th green became the favorite sleigh riding hill during the few days we had snow. Local nearby parks could be overwhelmed by this one segment of the community using them for group parties, volleyball, tennis and other activities, both organized and unorganized, to keep their charges busy. Such additional pressure on these facilities will prevent the full time residents from having the type of access their taxes should insure. The new "all abilities" park which has cost the city a great deal of money will no longer be a nice place to bring people with special needs because it will now be crowded with vacationers who see it as more like a Disneyland than a special place for special people.

The owners of these homes may never even see the home they own since the developer plans on providing all the needed services including renting the home, furnishing the home (if requested) and cleaning the home after each rental. In other words, making it possible for an investor to simply put up the money and walk away from the home while someone else collects the daily rent for them regardless of the impact their home is having on the rest of the community as a whole.

Again, in their promotional material we find such useful information as:

"Includes features and amenities desirable to vacationers and necessary for the operations of the rental management company. Some of these items include an extra large water heater, remote access control of the front door, remote access to the home climate control, and a secured storage closet for the owner's personal items. Our interior decorators can provide custom furniture packages and furnishings specifically designed for vacation use."

What about the impact of this development on the recently opened Holiday Inn along with 2 future hotels to be build within a mile of the proposed vacation community? I can't imagine that the owners of the Holiday Inn, Hyatt, Comfort Suites or any of the other nearby hotels will feel very good about making such a sizable investment in the community, if the community shows

such a lack of support by approving this proposal.

Another concern I would express is the impact this is going to have on the elderly citizens living in the Beehive Assisted Living home directly across the street. The lives of the folks living there are difficult enough without all the extra noise that will be generated from the pool areas and the general addition of over 1000 people heading out on their dirt-bikes and RV, living across from them. I would like to see you think about your elderly parents and grandparents. Think about how they react to such impacts on their lives before you place such a burden on the people living the final years and days of their lives across from such a development.

I understand the pressure you are feeling as a planning commission and city council to approve such a proposal. I have served on a city council in northern Utah and I appreciate the funds that such a development could bring to the city. But, spot zoning a development of this type into an existing residential area is not only unfair to the citizens that have made a long term commitment to the city, but may be extremely destructive to the ongoing tax base and future viability of those neighborhoods. Property values will be affected and many, if not most, of the senior citizens that live adjacent to the proposed project will move out. This project in this area will make it more difficult to attract the stable type of citizens St. George will continue to need to support its quality of life which currently makes it so attractive.

So far I have been pretty negative on this proposed development. Let me close this letter by suggesting an alternative.

Cities are required to have master plans for a reason and not just to have a show-and-tell on their web site. The reason is to show incoming residents and commercial developers a way to plan their future and the future of the areas surrounding their property. A hotel would not be happy if the city, for example, suddenly allowed an explosives factory to be built behind the hotel. I studied the master plan before I purchased my current home and I must admit in some way I feel like you are now proposing to put a human explosives factory in my back yard. Rather than simply being reactive to a proposal such as this, I would suggest that the city be proactive by setting aside an area in the master plan where such a valuable idea could be implemented.

Yes, I do see value in the proposal and there is a great need for this type of development. Last week I drove along the Southern Parkway from the airport all the way out to Sand Hollow. During that drive I saw about 20 cars along the entire distance. This area of town has great potential, more than just for an airport and industrial parks, but as of yet that potential has by no means been achieved, despite a large expenditure for the road.

I would propose that the city set aside a large section of land in that area for the zoning and construction of a large vacation rental home community. The master plan could set aside portions of that community for ball parks, tennis courts, large group picnic areas, water slides, shops, service stations and other amenities appropriate to such vacation home rentals. Working with the developers of these vacation homes, the city could then fund the kinds of amenities required to make this an extremely attractive, viable and exciting area to own property in and to spend time and money in the greater St. George area. The Southern Parkway area has the further

advantage of providing a critical and under-utilized transportation corridor to all of the recreation facilities of interest to these groups of citizens and visitors without further overloading the roads currently serving the St. George community. The views out there are just as good as, and in some cases better than. many of those closer into town. And the option for bike and walking trails are almost limitless in that area of town.

I encourage you to please take a close look at the overwhelming impact that this proposal will have on those of us who thought St. George was our dream place to live. I urge you to not let it become our worst nightmare for the sake of a few rental licensing fees. For five years we looked at every area of this city and at hundreds of homes to find the home we now live in. I did everything I knew how to do to insure that the neighborhood I moved into would be a lasting legacy for my children and grandchildren. Please don't let all my effort be wasted just so a developer with a very good idea put it in a very bad location can salvage his investment.

Sincerely,

Steven and Janet Soulier
[redacted]
Saint George, Utah 84770

RECEIVED
MAY 04 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

April 30, 2016

Mayor Jon Pike
175 East 200 North
St George, Utah 84770

Re: Case No. 2015-ZC-037 "The Joshuas at Southgate"

Dear Mayor Pike:

Please reject the zoning change requested by Church Properties LLC. The St. George area is a very special place. It's growing very fast, but in a good way. This can be a positive thing for the City and surrounding areas as long as the zoning is done correctly. We cannot allow zoning changes to ruin existing neighborhoods.

There is no question that vacation properties and multiple units should be built in the correct areas for these types of projects. They would definitely have a negative effect on the Southgate and Tonaquint area where I live. We have been very happy here and do not want to see the neighborhood changed and degraded by what has been proposed by Church Properties LLC.

Thank you for your consideration of this matter. Please vote no on the zoning request by Church Properties LLC. Case No. 2015-ZC-037 "The Joshuas at Southgate".

Respectfully,

Bryan K Johnson

Bryan Johnson
[redacted]
St. George, Utah 84770

April 30, 2016

RECEIVED
MAY 04 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

Jon Pike
Mayor
175 East 200 North
St. George, Utah 84770

Re: Zoning Case # 2015-ZC-037 - The Joshuas at Southgate

Dear Mayor Pike:

I would like to voice my concern regarding the above mentioned zoning case and ask you to deny the rezoning request by Church Properties, LLC. I am a nearby homeowner and feel the proposed plans by Church Properties would be very detrimental to this area. This is not a vacation property area and we do not want it made into one.

Some of my objections are as follows:

Would change our nice safe single family home neighborhoods into a crowded transient type area with overwhelming traffic, people and their big boy toys.

Children walking to and from schools and churches in the area must pass by strangers every day and may not feel or be safe.

The proposed buildings would be an eyesore and degrade the neighborhood and have a negative effect on property values.

Four wheelers, motorcycles, etc. would be zooming through our streets constantly making it unsafe for children playing in the neighborhoods, not only traffic wise but stranger danger wise.

Thank you for your consideration of this matter. Please reject the rezoning request by Church Properties, LLC case # 2015-ZC-037 - The Joshuas at Southgate.

Sincerely,

Dixie Johnson

Dixie Johnson
[redacted]
St. George, Utah 84770

May 4, 2016

Good Day

This is in regards to the Joshua of Southgate proposed short term vacation rentals. It is not a good fit into the existing single family communities for numerous reasons.

There is a large percentage of snowbird residences which will be prime targets for numerous types of unlawful acts. As well as put all the other residences at a similar risk.

The golf course will no doubt be used illegally for their pleasure whether golfing, playing games or riding who knows what down the fairways.

Not having to have any investment, background checks or vetting and being on the I 15 corridor you can look forward to the very great possibility of any type of illegal activities including the "cooking" of all sorts of drugs, distribution to the young in the schools and surrounding areas. Plus, as has happened in many other parts of the country with similar type of short term vacation rentals, this can result in fires, explosions and deaths.

The additional costs to the city for increased services required could be sizeable.

Area residents have expressed their concerns regarding safety, traffic, costs and loss of revenue to the city, the right to the quiet enjoyment of our properties, maintaining the value of our properties and not changing the fabric of the communities.

Please listen closely to the residents and their concerns and DENY this project and any similar proposals.

Sincerely,

Jerrel E. Sullivan

Lynette Sullivan

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May 3, 2016

John R. Willis
Planning Manager
City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mr. Willis,

We (Neal and Carolyn Bennion, property owners of 2208 South Legacy Drive) have many questions/concerns with regard to the General Plan zoning and short-term rental standards Case Number 2015-ZC-037 that proposes to rezone The Joshuas, Phase 2 from R-3 to PD-R and amend the existing PD-R for Phase 3, as well as to allow short-term rentals for proposed and existing units for Phase 2 and Phase 3. After careful review of the current St. George General Plan, it is our opinion that the proposed zone change and amendment of the PD-R zone are inconsistent with the policies contained therein. Following are our findings:

- Section 6.2.1 of the General Plan states that all zoning and other land use decisions shall be consistent with the General Plan. The General Plan was amended on February 4, 2016, to change from low-density residential to medium-density residential on a total of 20.43 acres located on Tonaquint Drive north of Southgate Golf Course (The Joshuas, Phase 2 and Phase3). The General Plan amendment was APPROVED WITHOUT DISCUSSION from existing property owners within the requested zone area. (As a property owner within 500 feet, we were NOT notified by phone, e-mail, or letter, which would have given us the opportunity to appear before the City Council to discuss the proposed change.) Apparently, The Joshuas, Phases 1 and 2 R-3 zoning exceeded the low-density criteria; consequently, the General Plan was amended to correct the issue and allow medium-density residential land use. This amendment now allows Church Properties LLC The Joshuas, Phase 3 to proceed with the proposal to consider a 20-unit townhouses (five, two-story townhouses with four dwelling units each) and 44 single-family patio houses.
- Although the General Plan amendment allows the change of maximum density to nine dwelling units rather than four dwelling units per acre, we are OPPOSED to the two-story townhouses that include four units in a single building and the medium-density residential proposal.
- Growth Supporting Objective D (pages 4-6 of the General Plan) states that "...new development is organized as neighborhoods, and is integrated with existing neighborhoods..." The introduction of two-story, short-term rental units in addition to the substantial increase in density is inconsistent with the existing single-story, owner-occupied character of the surrounding neighborhoods. Therefore, we are OPPOSED to the proposed changes because the development would NOT be integrated with the adjoining neighborhoods.
- Section 6.3.1 of the General Plan states that the city will zone land consistent with the General Plan. The city must also take into account compatibility with adjacent land uses. We believe that Church Properties LLC has ASSUMED ENTITLEMENT to higher densities. As previously stated, the increase in density is INCOMPATIBLE with the surrounding low-density residential neighborhoods.

- Section 6.1 of the General Plan states that property-specific conditions are taken into account when the Planning Commission and City Council are requested to zone, rezone and/or grant a building permit for a specific parcel. Therefore, we are OPPOSED to the proposed changes because the development would allow short-term rentals in existing single-family, residential areas.
- Further, the purpose of Section 10-14-21.A of the City Zoning Ordinance is to ensure compatibility with existing residences and preserve the existing character and property values of the community. (On April 22, 2016, the City of St. George posted the following: "In honor of Earth Day and the extraordinary place we live, city employees organized a clean-up along Red Hills Parkway this a.m." "Don't waste Dixie!") Based on these points, we recommend that the Planning Commission NOT approve the zone change and amendment to the PD-R zone.

We are property owners within 500 feet of the requested zone change; consequently, we will be directly impacted by the requested proposal to allow short-term rentals for the proposed and existing dwelling units for The Joshuas, Phase 2 and Phase 3. Allowing The Joshuas, Phase 3 addition of 44 new patio houses and 20 new townhouses plus The Joshuas, Phase 2 dwelling units for a total of 109 and allowing short-term rentals will severely impact the existing peaceful residential setting.

To date, Church Properties LLC has succeeded in getting the General Plan changed from low density to medium density for the proposed development of The Joshuas. Please do NOT recommend the proposed zone changes to the City Council.

Enclosed is an approximate layout of the proposed location of The Joshuas, Phase 3 patio houses and townhouses (four-plex units) in relation to our house.

Thank you for considering/responding to our concerns,

Neal W Bennion
Carolyn Bennion

Neal and Carolyn Bennion
[redacted]
St. George, Utah 84770
Cell phones: [redacted]
E-mails: [redacted]

cc:
Mayor: Jon Pike
City Manager: Gary Esplin
Councilwoman: Bette Arial
Councilman: Ed Baca
Councilman: Joe Bowcutt
Councilman: Jimmie Hughes
Councilwoman: Michele Randall

Google Maps 2208 S Legacy Dr

2208 S Legacy Dr

St George, UT 84770

Google Maps

John Willis
City Council
175 No. 200 East
St. George, UT 84770

Re: Proposed Zoning Changes

April 30 2016

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ST. GEORGE CITY
CITY RECORDER'S OFFICE

Dear Mr. Willis:

As a homeowner in the Legacy development, I am writing this letter to you concerning the zoning changes being proposed for properties along Tonnaquint Drive and other nearby areas. I strongly disapprove of the proposed zoning changes. It is my opinion that allowing development of multiple rental apartment units and a hotel in this area is not in the best interest of the multiple single housing developments surrounding the proposed new development, including Legacy.

Such changes would dramatically increase traffic congestion as well as safety issues in the area as there is a school facility nearby. Zoning changes allowing short term and/or long term rental units and a hotel would certainly detract from the quiet living atmosphere of the established single housing developments. Such changes would also appear to create a decline in property values of existing homes in the area due to the additional congestion of multiple rental units a hotel and the traffic and safety issue referred to previously.

I strongly urge you and the City Council disapprove the zoning changes proposed.

Thank You,

Glade Nixon

[redacted] St. Geo., UT 84770

Legacy HOA

RE: Joshua Project / Please deny the rezoning

April 30th, 2016

Dear Mr. Mayor Jon Pike,

I understand the City Planning Commission has before it a request for a zoning change that would permit the building of approximately 100 " short term" rental units. As tax paying voting residents who live in close proximity to this proposed change we are relying on you, our experienced commissioners, to protect our interests and existing real estate investments. I am certain you will recall the discontent caused by other short term rental sites.

I sincerely pray the Commission is not planning to inflict upon us the myriad of problems that short term rentals most certainly will create.

The project proposed is a particularly " bad fit" for this location. It would inflict unnecessary noise, day and night, on the Bee Hive retirement center. The increase in traffic due to the 100 new units will be compounded by the party mindset of short term renters.

Street access to the Southgate Golf Course clubhouse has become dangerous due to an increase in speeding cars and trucks bound for the time share apartments located just East. The same will be true of the Joshua Project. There will be an adverse impact on school traffic and overall safety.

The tax payers of St. George own the Southgate Golf Course. I have already seen the damage that children who are not vandals, as such, can cause. Imagine the damage that 100 chemically impaired weekend renters, with direct access to the course, can and will inflict. The Golf Course IS NOT A PARK.

Within 600 to 800yards of the proposed project there about 1000 homes that will be adversely affected.

We invested heavily in our homes after reviewing the existing MASTER ZONING PLAN which did not include the possibility of short term rentals on the Joshua site.

Please do not impose this hardship on us. The titles to our properties insure us the right to peaceful enjoyment.

If the zoning change is granted and the short term rentals come to be, each and every time the residents of the Southgate area are offended by trespassers, noise and property damage, we will remember that you could have stopped it. Please do so. Everyone that I have spoken with in our area agrees.

Respectfully,

Robert and Karen Bart

James W. Nielsen
[redacted]
St. George, UT 84770

April 26, 2016

Mayor Jon Pike
175 E. 200 N.
St. George City, Utah 84770

RE: The Joshuas rezoning to nightly rentals

Dear Mayor Pike,

When my wife and I purchased a home in Legacy at Southgate, we did so in large part to move to a location that was safer, with less probability that property values would decrease. We sold a townhouse in another part of St. George because the area was degrading with many rental units. I was on the board of the HOA for this former home and dealt with the actions and choices of rental tenants. It was not positive and the main reason we decided to sell and buy in Legacy at Southgate. The area around Legacy at Southgate is a residential area both in zoning and in reality.

I have discovered that Church Properties LLC has applied to have the zoning changed for the Joshuas phase 2 and 3 to allow short term rentals. I ask you not to support this zoning change. This will change the dynamics of a residential area to a commercial area with the influx of many who have no vested interest in the safety, security, or continuing property values of the area. This application for zoning change has the potential for over 100 units to become nightly rentals—a hotel/motel like environment.

I am very concerned about the potential for increased crime against the many seniors and retirees in the area. Safety is something a senior must worry about, and which they spend money and effort to ensure. To take that away from those in Legacy at Southgate, who specifically chose to live there and have that safety and security is not right. And add to that the eventual negative impact on home values in the area, it is not a good outcome to foist on those who made decisions based on current zoning and St. George's master plan.

I ask you to please oppose this rezoning application. Church Properties LLC is interested in making money. They purchased this property knowing what the current zoning was. Denying this zoning request in no way prejudices their property rights, since they knowingly made the purchase with current zoning in place. Short term rentals have no place in this area. There are other locations in St. George that have commercial amenities and other factors which make short-term rentals more appropriate. The Joshuas is not one of those areas.

Respectfully yours,

James W. Nielsen

April 18, 2016

Mayor John Pike; Council Members Bette Arial, Ed Baca, John Bowcutt, Jimmie Hughes, Michele Randal; Mr. John Willis:

Thank you for taking the time to read my letter. I am extremely anxious about the proposal to allow a change in the Zoning (Case No. 2015-ZC-037) as it relates to the Joshuas at Southgate. It seems to me that it is an end run to circumvent a Traditionally Zoned Neighborhood into a temporary housing area (hotel/motel if you like) for people simply visiting St. George. It makes no sense as family neighborhoods are the backbone of any community especially St. George that prides itself on honoring and supporting families.

Let me address my neighborhood concerns as I see them.

1. There is the likelihood that home values in the surrounding neighborhoods would be affected and not is a positive way
2. Traffic would increase causing more congestion, a greater number of accidents and local and adjoining neighborhoods would have increased noise pollution.
3. The students attending the nearby middle school would be placed in greater danger due to the increase in traffic.
4. Without property management located in the immediate area there would exist the possibility of increased vandalism and theft. These unlawful acts may not happen only in the Joshusa neighborhood but in the adjacent neighborhoods as well.
5. Transient individuals/groups have no "ownership" in the property and thus maintenance of said properties would likely suffer.

Additionally, I have concerns for the city as well.

1. The transient nature of the people utilizing the housing would in all likelihood increase police, fire and other emergency calls – is the city ready to pay for this expense?
2. The Southgate Golf Course is immediately next to the proposed zone change area. There is a probability that the course would see increased vandalism (ATVs, motorcycles, playing sports on the course after hours) – is the city ready to cover these repair costs?
3. If allowed and the concept is successful for Church Properties LLC is the city willing to allow other neighborhoods to be rezoned for transient populations?
4. There is a strong possibility that the city utilities of water, sewer, gas, power, and trash collection would be stressed – as an example, is the city going to be responsible for additional trash/litter collection when needed?
5. Will Church Properties be required to levy lodging taxes at the same rate as hotels?
6. Will Church Properties be required to have the appropriate tax and business licenses similar to or exactly the same as hotels?

Finally, if the change occurs and the surrounding neighborhoods are subject to some or all of the issues listed above – to whom do we complain? Would we voice our issues to the Mayor, City Council Members, Church Properties or the Planning Manager or who??

Sincerely,

Allen Harrington

Allen Harrington
Resident of The Legacy at Southgate
[redacted]

To: Mayor John Pike, Councilwoman Michele Randall, Councilman Joe Bowcutt, Councilwoman Bette Arial, Councilman Ed Vaca, Councilman Jimmie Hughes

From: Bruce & Dianne Sandvik, [redacted] (Legacy HOA) [redacted]
Jim and Peggy Snyder, [redacted] (Legacy HOA) [redacted]

Date: April 18, 2016

Re: Proposed Development in The Joshua's

We live in the Legacy at Southgate and have recently been made aware of a planned multi-unit construction project in the Joshua's catering to short term rentals. To us, this is tantamount to dropping a hotel right in the middle of a multi-subdivision residentially-zoned area. As a result we foresee accelerated noise levels, parking problems, traffic congestion at certain points along Tonaquint, particularly around the school zone, possible damage and pranks on the golf course and to the homes abutting the golf course, etc. The new units will also block the scenic views of several of our residents. We, and others here, have made an investment in, and a commitment to, the city of St. George, and request that you not subrogate the rights of the many to the whims of one person who would seriously have a negative effect on the property values of the existing communities in the area. Hotels or their facsimiles should be located in commercially-zoned areas, not in the center of existing residentially-zoned communities. WE, WHO HAVE INVESTED IN THIS COMMUNITY, HAD NO EXPECTATION THAT SUCH A PROJECT WOULD EVER HAVE BEEN CONSIDERED WHEN WE ORIGINALLY CHOSE TO MAKE OUR HOMES HERE!!!!!!!!!!!!!!!!

Dianne Sandvik
Bruce W Sandvik
Peggy Snyder
J.R. Snyder
[redacted]
Barbara T. Martin

April 14, 2016

Mayor John Pike
St. George City Offices
175 East 200 North
St. George, UT 84770

Re: Case No. 2015-ZC-037 "The Joshuas at Southgate"
Consider a zone change for The Joshuas at Southgate Phase 2 from R-3 (Multiple Family) to PD-R (Planned Development Residential) and amend the existing PD-R for Phase 3. The proposal is to consider a 20 unit townhouse and 44 single family patio homes for Phase 3, as well as, allow short term rentals for proposed and existing units for Phase 2 and 3. This site is located along Tonaquint Drive north or Southgate Golf Course.

Mayor Pike:

I am an owner of a condominium at the Legacy at Southgate. My home borders the east side of hole #14 at Southgate Golf Course. The west side of # 14 and #15 at the golf course border the Joshuas at Southgate.

If the above mentioned Case is approved it would negatively impact each and every homeowner in The Legacy. The increase from short-term (or nightly) rental traffic along Dixie Drive, Tonaquint Drive and the Legacy Community would increase dramatically on a daily basis. Where will the vacationers park their RV's, trailers and boats? How many of these visitors will play on the 14th and 15th fairways, greens and sand traps at the end of the day? Where will their pets run?

Of greater concern, however, is the probability that vandalism, theft and the constant interruption of our peaceful and quiet enjoyment of our property, will increase dramatically. We will have no control over who rents these homes or what rules they are given. We should also be concerned about the influx of hundreds of unknown strangers so close to Tonaquint Intermediate School and children walking to and from school.

Finally, it is almost certain that this kind of development, if approved, will negatively impact the value of our homes and our ability to sell our homes. For these reasons, I urge to to vote "NO" to this proposal.

Linda R. Green

Linda R. Green
Homeowner
[redacted]

Christina Fernandez

From: [redacted]
Sent: Friday, April 29, 2016 2:04 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from kevin cook - www.sgcity.org

Message from kevin cook [redacted]
Phone: [redacted]
Citizen Message:
Dear Mr. Mayor,

I am writing in regards to the Joshua Project re-zoning hearing. I ask that you move against this project. As a home owner in the Legacy Southgate area I feel these high density, short term rental units are highly detrimental to current and future single family homes in this area. In addition to increased traffic and noise, these make the area targets for vandalism, graffiti, home break ins and decreased property values. I feel there are many locations better suited to this type of building project.

Please vote no on the Joshua Project, Thank you Respectfully, Kevin Cook

Christina Fernandez

From: [redacted]
Sent: Thursday, April 28, 2016 1:17 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Danny and Rose McKee - www.sgcity.org

Message from Danny and Rose McKee [redacted]
Phone: [redacted]
Citizen Message:
April 27, 2016

Re: Case No. 2015-ZC-037 "The Joshua's @ Southgate"

Mayor John Pike,

We would encourage our City Leaders to reject the application to change the rezoning at the Joshua's for "109 Short-term Vacation Rentals".

My wife and I retired to St. George from Colorado in July of 2015. The choice of relocation for our next phase in life was a thorough vetting of "where would be the best place for us to thrive". We had visited many places throughout the U.S. and also outside the country. We were fortunate to have friends who lived in St. George whom we visited over several years and allowed us a familiarity to what a special place is St. George.

Our selection for relocation was based on several criteria that included health care, activities, culture, etc., and especially the quality of the people in this community. St. George is a place that reveres young people and respects seasoned citizens. We also had a strong sense that the city management was top notch through our experience with visiting many of the parts of the city during numerous "Parade of Homes" visits.

This brings my wife and I to a curious question we would like to pose to our City Leaders. Why would you consider changing the fabric of an established neighborhood by changing current zoning that would change the character of this community?

As you already know, this neighborhood has two churches, single family homes, a middle-school, an elderly center, a school for assisting students in their studies, and a soon to be all abilities park for children.

As we look at the proposed application for rezoning, we cannot find a single positive for current residents, can you?

It is our understanding the city's position in the past has been to reject rezoning for commercial endeavors, as is proposed, in established neighborhoods. In fact we came across a city ordinance that discusses city goals of providing peace, security, and well-being within our community.

I have a unique understanding of the pressures from outsiders to a community, since I served for several years as Chairman of the Board for the Highlands Ranch Metropolitan District in Highlands Ranch Colorado. This planned city of 95,000 residents, where the city was made up of several smaller neighborhoods that encompassed parks and schools where folks could meet and get to know one another, had a well-defined purpose; maintain and improve the property values for our residents through proper management of city resources, assets and neighborhood character. Our residents could count on this vision, especially keeping commercial entities in areas already zoned and infrastructure planned for such activity.

We hope we can count on you to look after the best interests of our neighborhood as well.

Danny L. and Rose M. McKee [redacted]
George Utah

Christina Fernandez

From: [redacted]
Sent: Thursday, April 21, 2016 4:33 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Larry Hawkins - www.sgcity.org

Message from Larry Hawkins ([redacted])
Phone: [redacted]
Citizen Message:
Dear Mayor Pike

I am writing in regards to a proposal to change the zoning for the Joshuas @ Southgate Phase 2 from R-3 (multiple Family) to PD-R (Planned Development Residential) Tonaquint Drive & Curly Hollow Dr.

I moved to SG 5 years ago and picked this area of St. George because of its beauty and seclusion, I did my homework as I wanted to make sure the area around my new home would be free of anything other than family homes.

Now you are considering a zoning change to accommodate a Multiple Family planned development for short term rentals, some of them being two story buildings. I certainly hope you are not planning on changing the zoning to accommodate this.

First of all, there has to be better locations in the SG area to accommodate this development that is already zoned for such a project.
This is a quiet neighborhood with a middle school. Many children walk to and from school each day, the additional traffic from this development is totally uncalled for and could be a safety issue for the kids.

We also have open space land to the west of us, I believe it is BLM property, at this point in time we have more than enough RV's, UTV's and ATV traffic up and down the street without adding additional recreational traffic that the development would bring. This would also be a safety concern for the school children.

A project like this would be disruptive to the serenity of this quiet neighborhood and will also bring down the property values in the area.
We had to put up with a giant rock pile on that property for years, don't ask us to take on a disruptive rental property development.

I certainly hope the developer doesn't have you in their "good old boy" back pocket, we as a neighborhood do not want this nor do we need this in our area.

Your consideration in this matter is greatly appreciated.

Regards,

Larry & Reva Hawkins
[redacted]
St. George UT 84770

[redacted]

Christina Fernandez

From: [redacted]
Sent: Wednesday, April 20, 2016 6:41 PM
To: Gary Esplin; Marc Mortensen; Shawn Guzman; Jon Pike; Christina Fernandez; Bette Arial; Michele Randall; Jimmie Hughes; Ed Baca; Joe Bowcutt; WebmasterGroup
Subject: Citizen Message from Diane L. Smith - www.sgcity.org

Message from Diane L. Smith [redacted]
Phone: [redacted]
Citizen Message:
Ref: case#2015-ZC-037
As a property owner and tax payer in The Legacy at Southgate in the City of St George I am greatly concerned on the planning commission and City Councils up coming application to change the zoning for Joshua's Phases 2 and 3.
Short term rentals means 500 or more new visitors would be driving through and around my neighborhood. Where will they park their ATV's, trailers and boats? Where will their pets roam? A main concern is the fact that transient persons will be roaming my neighborhood increasing the possibility of theft, vandalism, and disruption of the peaceful enjoyment of my home. Also of concern is the safety of the children going and coming from school.
The peace and tranquility of the neighborhood will be deeply affected!
Our property values will go down. Why should we pay for the City benefiting in tax revenue, when our tax benefits go down.
Diane L. Smith

Christina Fernandez

From: [redacted]
Sent: Tuesday, April 19, 2016 9:39 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Dave Newman - www.sgcity.org

Message from Dave Newman [redacted]
Phone: [redacted]
Citizen Message:
Jon,

Pleasure getting to know you better and spend time discussing several topics. Thank you for your efforts in behalf of our community.

As we discussed in your car on the drive to Cedar City this past Monday:

I oppose the following zone change: As a resident of St George...I have strong concerns for the effect the following proposed zone change could have on the neighborhood I reside in -- the safety, atmosphere, and potential detriment to my home value are a concern. I oppose this measure.

Zone Change: consider a zone change for The Joshuas at Southgate Phase 2 from R-3 (Multiple Family) to PD-R (Planned Development Residential) and amend the existing PD-R for Phase 3 on approximately 16.78 acres. The proposal is to consider a 20 unit townhouse and 44 single family patio houses for Phase 3, as well as, allow short term rentals for proposed and existing units for Phase 2 and 3. This site is located along Tonaquint Drive north of the Southgate Golf Course.

Christina Fernandez

From: [redacted]
Sent: Tuesday, April 19, 2016 4:17 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from David Midgley - www.sgcity.org

Message from David Midgley [redacted]
Phone: [redacted]
Citizen Message:
Dear Mayor Pike,

Re: Zoning Case # 2015-ZC-037 – "The Joshuas at Southgate"

I am a neighbor/home owner to the proposed rezoning property and express my major concerns regarding this proposed change.

I would like to request that the rezoning request by Church Properties, LLC, referenced above be denied for the following reasons:

1. The proposed rezoning to PD-R is inappropriate for this area and does not fit in at all with the greater Southgate neighborhood. I have no objection to a "less dense single family" similar to what is currently allowed under current zoning, i.e. single story homes, that are not intended to be primarily rentals/vacation homes.
2. The existing streets in the existing Joshuas do not allow for adequate parking for residents now and the streets are too narrow. When people park on the street it is almost impossible to navigate the current streets. This would only make an already bad situation much worse.
3. This is an area of single family homes and some nicely done senior care facilities, schools and churches. This proposal to high density housing and allowing short term rentals/vacation rentals does not fit in with the existing area.
4. It would have a very negative effect on existing property values.
5. The proposed townhouse rendering is an absolute eyesore and does not fit in with anything in this area. The proposed locations would make them the most prominent feature in the area further degrading the entire neighborhood.
6. The proposed change would allow short term rentals/vacation property. This is not a hotel or vacation property area. Please do not make it one by allowing this rezoning. The additional traffic, transient nature of many proposed residents because they would be mostly short-term from out of the area, lack of parking, two schools – Tonaquint Intermediate School and The Learning Center for Families (part of Shepherd-Hill United Methodist) are right across the street from this proposed rezoning of the Joshuas.
7. Additional traffic from this development would negatively affect the surrounding neighborhoods, property values and detract from the quiet residential neighborhood feel that currently exists.
8. Please keep the current Joshua zoning.

Thank you for hearing some of my concerns and I again ask you to please reject the rezoning request submitted by Church Properties, LLC case # 2015-ZC-037 "The Joshuas at Southgate.

Respectfully,

David Midgley
[redacted]
St. George, UT 84770

Christina Fernandez

From: [redacted]
Sent: Monday, April 18, 2016 6:10 PM
To: Gary Esplin; Marc Mortensen; Shawn Guzman; Jon Pike; Christina Fernandez; Bette Arial; Michele Randall; Jimmie Hughes; Ed Baca; Joe Bowcutt; WebmasterGroup
Subject: Citizen Message from Nick Bujanovich - www.sgcity.org

Message from Nick Bujanovich [redacted]
Phone: [redacted]
Citizen Message:
I strongly urge you to deny any zoning change for Case No. 2015-ZC-037 "The Joshuas at Southgate". The plans call for nightly rental townhouse units. This is not a commercial area it is purely residential. Nightly rentals will bring unwanted traffic by strangers. It will bring congestion and a significant increase in ATVs,UTVs and off road vehicles. There is an intermediate school with in a few blocks of the proposed development. We don't want strangers in the area. There are more than enough hotel rooms to handle the nightly rental business. We would have no idea what restrictions would be imposed on the nightly renters. They will be on the Southgate golf course after hours. They will be having parties on the premises. These are NOT practices of our residential neighborhood. I live in Legacy at Southgate. We are prohibited by CCR rentals less than 6 months. We do not want any nightly rentals in our neighborhood.

Christina Fernandez

From: [redacted]
Sent: Saturday, April 16, 2016 2:19 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Gloria Romney - www.sgcity.org

Message from Gloria Romney ([redacted]
Phone: [redacted]
Citizen Message:
Case No. 2015-ZC-037 "The Joshuas at Southgate"
I urge you to vote NO on the proposed Zone Change that would allow SHORT TERM rentals at the Joshuas. I own a condominium at The Legacy at Southgate located on the East side of Legacy Drive. The impact of NIGHTLY RENTALS will have a significant impact on the Legacy quality of life, property values and the residential nature of the entire neighborhood. The transient nature of such rentals would significantly increase safety and security concerns. The increased traffic along Tonaquint Drive would be detrimental to the entire area.

Christina Fernandez

From: [redacted]
Sent: Monday, April 11, 2016 6:47 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Karl Tippets - www.sgcity.org

Message from Karl Tippets [redacted]
Phone: [redacted]
Citizen Message:
The following public meeting notice is simply a request to change from residential to commercial.
Consider a zone change for The Joshuas at Southgate Phase 2 from R-3 (Multiple Family) to PD-R (Planned Development Residential) and amend the existing PD-R for Phase 3 on approximately 16.78 acres. The proposal is to consider a 20 unit townhouse and 44 single family patio houses for Phase 3, as well as, allow short term rentals for proposed and existing units for Phase 2 and 3. This site is located along Tonaquint Drive north of the Southgate Golf Course.

This will bring 100+ extra cars to Tonaquint drive, 200-400 more transient people to the area that will require more police, road construction, and create a loss of property value for we, the current home owners in the area known as Legacy at Southgate. Please do not allow this commercial rezoning.

Christina Fernandez

From: [redacted]
Sent: Thursday, April 14, 2016 4:20 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Stephanie Bauman - www.sgcity.org

Message from Stephanie Bauman [redacted]
Phone: [redacted]
Citizen Message:
Case No. 2015-ZC-037 "The Joshuas at Southgate"

I am against the proposed Zone Change that would allow NIGHTLY RENTALS at the townhomes and patio homes at The Joshuas at Southgate. My family owns a condominium at The Legacy at Southgate that borders #14 at Southgate Golf Course. The impact of NIGHTLY RENTALS in our area will have a significant impact on the Legacy quality of life, property values and the residential nature of the entire neighborhood. The transient nature of NIGHTLY RENTALS will significantly increase safety and security concerns. The increased traffic along Tonaquint Drive will be detrimental to the entire area.

Stephanie Bauman

Christina Fernandez

From: [redacted]
Sent: Thursday, April 14, 2016 1:55 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Linda Green - www.sgcity.org

Message from Linda Green [redacted]
Phone: [redacted]
Citizen Message:
I am against the proposed Zone Change that would allow NIGHTLY RENTALS at the townhomes and patio homes at The Joshuas at Southgate. I own a condominium at The Legacy at Southgate that borders #14 at Southgate Golf Course. The impact of NIGHTLY RENTALS in our area will have a significant impact on the Legacy quality of life, property values and the residential nature of the entire neighborhood. The transient nature of NIGHTLY RENTALS will significantly increase safety and security concerns. The increased traffic along Tonaquint Drive will be detrimental to the entire area.
Linda Green

Christina Fernandez

From: [redacted]
Sent: Wednesday, April 13, 2016 11:06 AM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Rachel Wheeler - www.sgcity.org

Message from Rachel Wheeler [redacted]
Phone: [redacted]
Citizen Message:
Case No. 2015-ZC-037 "The Joshuas at Southgate"

Dear Mayor Pike,
This revised letter is being sent to you to indicate my very strong opposition to the proposed zone change scheduled to be discussed on Tuesday 4/26/16 by Church Properties, LLC. Below is information referencing this proposal and reasons that I am extremely opposed and frankly fearful. I am currently a 12 year resident of Legacy Townhomes, which adjoins The Joshuas. I am a single mother of 3 children and would be very fearful of the impact that this would have on not just our property values but our direct safety.

"Consider a zone change for The Joshuas at Southgate Phase 2 from R-3 (Multiple Family) to PD-R (Planned Development Residential) and amend the existing PD-R for Phase 3 on approximately 16.78 acres. The proposal is to consider a 20 unit townhouse and 44 single family patio houses for Phase 3, as well as, allow short term rentals for proposed and existing units for Phase 2 and 3. This site is located along Tonaquint Drive north of the Southgate Golf Course."

If approved, this zoning change would permit the developer, Church Properties, LLC, to construct over 100 units just west of Legacy on Tonaquint Drive to be used for "short term rentals." "Short term" could be for as little as one night. This means that 500 or more new visitors could drive into our neighborhood every night to vacation. Where will they park their RVs, trailers and boats? How many of these visitors will play on the 14th and 15th fairways at the end of the day? Where will their pets run?
Of greater concern, however, is the probability that vandalism, theft, and the constant interruption of our peaceful and quiet enjoyment of our property, will increase dramatically. We will have no control over who rents these homes or what rules they are given. We should also be concerned about the influx of hundreds of unknown strangers so close to our Intermediate School and children walking to and from school.
Finally, it is almost certain that this kind of development, if approved, will negatively impact the value of our homes and our ability to sell our homes.
Please do not approve this proposal for all of the above reasons. Thank you for your consideration.

Sincerely,
Rachel Wheeler

Christina Fernandez

From: [redacted]
Sent: Tuesday, April 12, 2016 8:11 AM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Jim Stubblefield - www.sgcity.org

Message from Jim Stubblefield [redacted]
Phone: [redacted]
Citizen Message:
Re: Public Hearing for Case No. 2015-ZC-037 "The Joshuas at Southgate."
Dear Mayor Pike: This case is to petition for a change of zoning from residential to commercial for a parcel of land on the east side of Tonanquit Drive, just 1/4 mile east of Tonaquint Intermediate School and just west of the Legacy. I know you're familiar with this area. If the zoning change is approved, over 100 vacation rental properties will be built which will change the complexion of the entire Southgate Community, including the Legacy. Imagine 500+ vacationers descending on this entirely residential area weekly, if not nightly. Total strangers coming to play and vacation with their boats and other toys and no place to park them. The increase in noise and extra curricular night time activity, in many cases accompanied by alcohol, is obvious. These peaceful neighborhoods will become a vacation village and the 14th and 15th Fairways of the Southgate Golf Course will become the playground for these vacationers and their pets. There will be no barriers between these vacati on units and the golf course and there are no barriers between these fairways and the back patios of close to 50 homes on S. Legacy Drive. For 20 years, these fairways have provided a peaceful backdrop for these residents. Now, there will be nothing to prevent these vacationers from walking right into our patios and helping themselves. We can't control who will be coming to these units every night, but it is safe to say that there will be an increase in crime and disturbances.
Of greater concern is the proximity of these proposed vacation units to the school, less than a quarter mile away. We will have no way to know if registered sex offenders are vacationing in our backyards and no way to protect the 700 children who attend that school.
There is plenty of commercial space in Washington County where additional vacation units can be constructed. I urge the council to deny this application to change the zoning of this property to commercial.
Jim Stubblefield

Christina Fernandez

From: [redacted]
Sent: Wednesday, April 13, 2016 4:52 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Doug & Anne Rosa - www.sgcity.org

Message from Doug & Anne Rosa [redacted]
Phone: [redacted]
Citizen Message:
I am troubled by the upcoming zoning change that will be discussed at your City Council Meeting on the 21st. This zoning change would permit the developer, Church Properties, LLC, to construct over 100 units just west of Legacy on Tonaquint Drive to be used for "short term rentals." "Short term" could be for as little as one night. This means that 500 or more new visitors could drive into our neighborhood every night to vacation. Where will they park their RVs, trailers and boats? How many of these visitors will play on the 14th and 15th fairways at the end of the day? Where will their pets run? Of greater concern, however, is the probability that vandalism, theft, and the constant interruption of our peaceful and quiet enjoyment of our property, will increase dramatically.

We will have no control over who rents these homes or what rules they are given. We should also be concerned about the influx of hundreds of unknown strangers so close to our Intermediate School and children walking to and from school.
Finally, it is almost certain that this kind of development, if approved, will negatively impact the value of our homes and our ability to sell.
Regards, Doug & Anne Rosa

Diana Lemmon

From: rosalie mimnaugh [redacted]
Sent: Saturday, May 07, 2016 4:37 PM
To: John Willis
Subject: Zoning change

Dear John,

I have lived at the Legacy Homes for 11 years.. When we bought our home we knew that eventually there would be homes on the vacant property adjoining us. We purchased our home at Legacy because we were we assured that we were in a preferred area of St. George, that our HOA would work hard to maintain our homes and common areas. This area is most definitely a residential area around the golf course, and NO BUSINESS being considered for anything else! Short term rentals shouldn't even be considered HERE. A zoning change in this area is not appropriate for several reasons: lowering our property values (a big one!) noise, traffic, vandalism, theft, school children from the nearby middle school , senior citizens at the Bee Hive, many who live there for medical reasons, and for a quiet environment. Our traffic on Tonaquint is already increasing! Our Legacy Development is well established with home-owners who have lived here for many years, and I am particularly fearful of declining home values. I know that making money is always the prime factor in any development, but this is NOT the place for a zoning change.

Please do not destroy our beautiful area!

Sincerely,
Rosalie Mimnaugh
Lot 204
Sent from Mail for Windows 10

TO: The St. George City Council
RE: The Joshuas

Dear Mayor Pike, City Manager Esplin, and City of St. George Council Members Arial, Baca, Bowcutt, Hughes, and Randall,

My name is Rosalie Mimnaugh, and I have lived at The Legacy for eleven years. My address is [redacted] My husband and I purchased our home as a retirement property, just as most of the other residents in Legacy did. Since we are the last house on Uxbridge, adjacent to the Joshuas, we knew that someday more homes would be built next to us. However, we NEVER could have imagined that 2 story condos for short term rentals (via a zone change!) would become a possibility next to our home!

My husband passed away 8 years ago, but because of our friendly Legacy Community, I have felt safe living alone here as a widow, and it is my wish to stay here.

I know you have heard and have read many, many letters requesting that the Joshuas not be allowed to build short term rental units on their property. Hopefully, you are considering each of those reasons as valid for preserving the quality of life at the Legacy, and for NOT building those rental units. However, in addition to all the valid reasons not to build them, MY request is vastly different and unique. First, my home is IMMEDIATELY NEXT to the Joshuas. And in addition, we were led to believe at the Planning Commission meeting that we residents who own the four homes on Uxbridge (mine in particular) are just considered "collateral damage" of the much bigger project next door. As was said at the Planning Commission meeting, "It is what is is." And Second, since these 2 story buildings could have blocked others' views as they were originally planned, they could easily be moved next to MY home! Further, having 2 story buildings with all those parked cars, would be an architectural eyesore on Tonaquint for those people approaching the Legacy Development looking to purchase a retirement home! Third, the prospect that Uxbridge could be extended through to the Joshuas, is absolutely unthinkable! Safety issues, health issues from dust and debris, the risks to our homes from theft and vandalism, are all negative results ,to name a few, from this. Can you imagine a constant flow of strange people driving along Uxbridge night and day a hundred feet or less from our homes if Uxbridge were allowed to become a public street?? My question to you is, if you lived next door to short term rentals, would YOU buy a home here?

When I attended the Planning Commission meeting I felt that they had already made up their minds about granting the zoning change. Obviously the city would benefit financially from the Joshuas short term rentals. All of us in that crowded room felt uncomfortable when we were told that to express our disappointments in any way, or by clapping for a positive comment could "sway their votes" against the Legacy people. Again , my question to you is "how would you feel, sitting in those seats.?" It's a sad reality now, I am LITERALLY fighting to maintain my quality of life that brought ME, and so many of us to the Legacy in the first place! And, I, in particular am asking each of you to consider my unique situation and PLEASE vote NOT TO ALLOW the completion of the Joshuas as their plans stand now! And, to not allow short term rentals AT ALL because first, they don't fit into the entire retirement and family communities here. And secondly, because we in Legacy should not have to be punished from the "fallout" from others' bad investments in land.

I was always told that "you can't fight city hall." I know that money always comes first in most situations in decision making, but, in spite of how things are naturally done, I'm going to try now by appealing to each of you to search your hearts, put yourselves in my position, and in others' positions at the Legacy, and choose to "do the proper thing" by denying the Joshua's completion at this time, as their plans submitted now would have a very negative impact on ALL of us in the surrounding community.

I thank each of your for taking your time to carefully consider my request.

Sincerely,

Rosalie Mimnaugh

Rosalie Mimnaugh
[redacted]
St. George, Utah 84770
[redacted]

5/4/16

Mr. Jon Pike,

I'M writing in regards to the letter I received at my home in Ogden, for the zone change for phase 2 Joshuas. I've owned a home in the Legacy for 22 years. Its a great area and the property is in immaculate condition. I wish the zoning to remain in the original status as it was intended over 20 years ago. There is no possible benefit at the Legacy HOA for a change to allow short term rentals! Those areas already exist in St. George and Washington.

Please consider as if it were your home and area to raise your family. Would you want people you don't know and will probably never see again roaming your neighborhood, not to mention property values and condition of rental units.

Please leave as presently zoned and as intended, I ask you to make your decision as if you were a property owner at Legacy. Please council with planning comission to respect our property rights as we purchased them many years before.

I know everyone looks out for their best interest but that area could still be developed without zone change for short term rentals. Property owners could still make tons of money without upsetting the neighborhood to much transient traffic.

Please again consider this change as if it were your neighborhood, nothing positive could possibly happen with the zone change to Short term Rentals.

Thank you.

Kriss Rou

[redacted]

Legacy address

[redacted]

St. George

John Willis
Planning & Zoning Mgr—City of St. George
Community Development Dept.
175 E. 200 N.
St. George, UT 84770

I am a property owner within 500' of a requested Zone change along Tonaquint Dr. north of Southgate Golf Course.

I am NOT in favor of these rental units, which will not only destroy my views but introduce a probable deterioration in upkeep commitment to such properties. The value of my home will no doubt decrease measurably.

The huge home on Obsidian Circle, backing onto Crystal Dr. and facing the street next to my home is only maintained on its front cul-de-sac entry. **The backside of the house is often draped with towels from its pool renters. The landscape has long ago gone to seed with weeds and debris and is not maintained in any manner. The framing to the back door to the garage is falling apart. It faces my patio and is a distracting eyesore common to abandoned properties. I complained years ago to the city to no avail.**

THE OWNER OF THIS PROPERTY DOES NOT LIVE HERE. THE MULTI-BEDROOM HOUSE IS TEMP RENTED TO A STREAM OF PEOPLE WHO PARTY AND LEAVE TRASH ON MY SIDE!

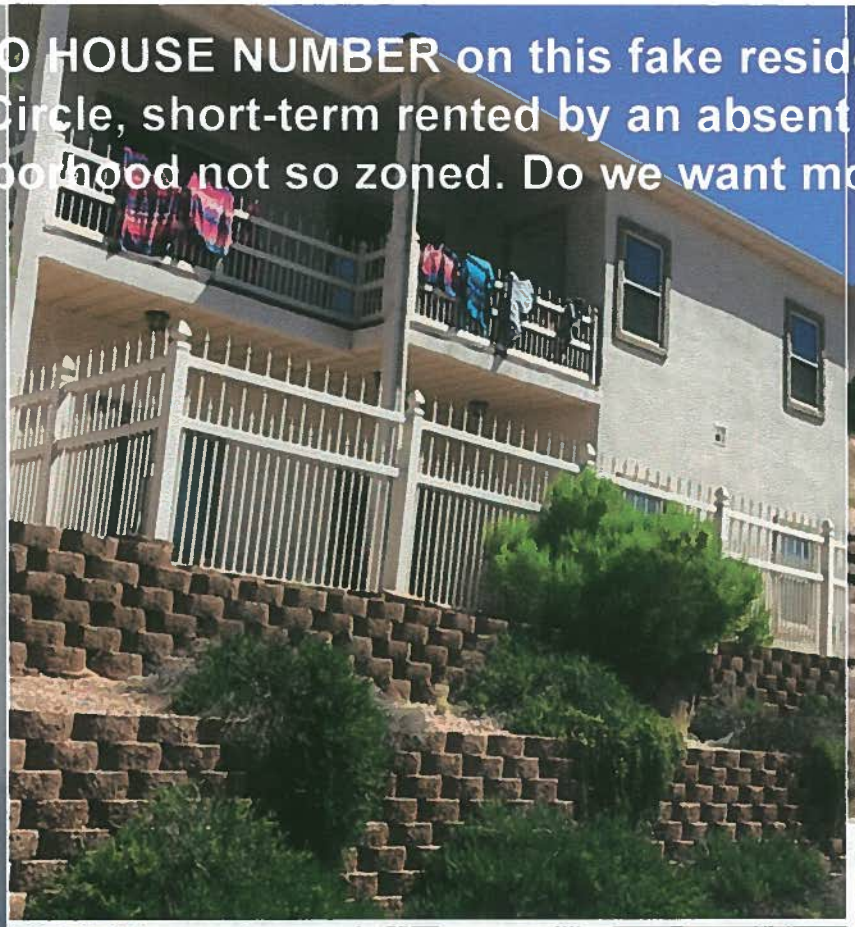
I don't believe my neighborhood is zoned for this "fake" residence, which is really a party house for short-term rentals. Holiday weekends are often noisy party times out of keeping with our family neighborhood atmosphere. Children roam the un-kept backside of this monster house and toss rocks down the hill onto my property.

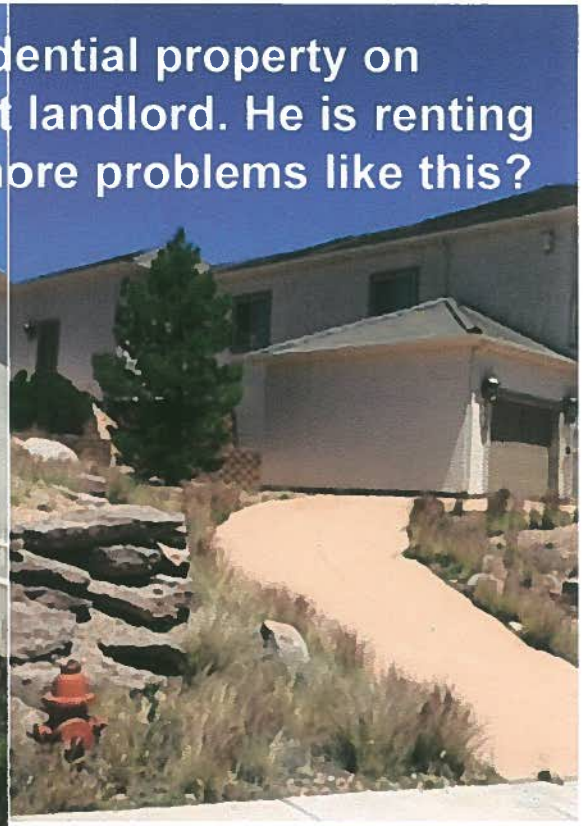
Many of these temporary renters are considerate of us homeowners and are no problem. Others are inconsiderate in the extreme. THE OWNER IS THE MOST INCONSIDERATE OF ALL FOR NOT KEEPING UP THE BACK OF THE HOUSE. That view is next door to my front door and across the street from my facing neighbors. We are sick of it!!!!!!!

So do I want more of these problems from a zone change? Absolutely NOT!!!

Caroll Shreeve
[redacted]
St. George, UT 84770
[redacted]

There is NO HOUSE NUMBER on this fake residential property on Obsidian Circle, short-term rented by an absent landlord. He is renting in a neighborhood not so zoned. Do we want more problems like this? NO





May 20, 2016

City Manager Gary Esplin
200 North 175 East
St. George, Utah 84790

Case No. 2015-ZC-037

Dear Mr. Esplin:

First of all, congratulations and thank you for forty years of service to our city. You must love your job and our city. I live at 2109 S. Legacy Drive, St. George, and am the president of the Legacy HOA.

At the City Council meeting on June 2, 2016, the City Council will hear the above referenced matter regarding an applied for zoning change to property on Toniquint Drive known as the Joshuas Phases 2 and 3. The Planning Commission recommended approval and if approved by the City Council the developer and applicant, Church Properties LLC will be permitted to develop over 100 units of short term rentals. I have written the members of the City Council and have included a copy of that letter with this one.

I want to address just a few issues with you. During the Planning Commission (and I have again listened to the audio of that hearing), it became clear that members of the commission wanted this property to be managed by one company, available 24/7. Commissioner Taylor stated that it was important that guests have just one number to call to report problems. In the motion, a single management company was again mentioned with the requirement that it have round the clock availability.

At tonight's City Council meeting regarding the resort overlay at the Bloomington Country Club, it was very clear that that project will have one on-site management company as required by ordinance. If a 48 unit short term rental property is required to have one management company, I strongly urge you to require this short term rental property with over 100 units to have a single management company. Church Properties will argue that they cannot obtain financing if they only have one management company. Other locations seem to be able to obtain financing with just one management company. I do not believe the city has the responsibility to ensure that Church Properties can obtain financing; the city's obligation is to make sure that whatever project is approved protects the city and surrounding neighborhoods. The Planning Commission clearly intended Church to proceed with one management company and I hope the City will mandate that same requirement.

The other issue I want to address is amenities. I believe the zoning ordinance for short term leases of residential properties, 10-14-21D.1.a.3 is very clear with regard to the amenities

required to be included in this project. Church Properties is proposing a swimming pool, but no clubhouse. As an alternative to the clubhouse, which I believe is required if the developer chooses to satisfy this requirement with a swimming pool, Church appears to be arguing that a splash pad satisfies his obligation. A splash pad may be nice for children under 8, but it won't have much attraction for anyone older.

While wording the motion recommending approval of this application, Councilman Fisher, stated that he felt Church Properties had satisfied the amenities requirement of the ordinance because those amenities listed in the ordinance are just examples of the types of amenities a developer can provide. I have read this ordinance section many times and when I spot the word "shall" I no longer view it as a recommendation or suggestion. If Church's amenity is a swimming pool, he has a legal obligation to also build a clubhouse.

Church says he doesn't have room for a clubhouse. He has plenty of room unless of course he does not want to drop below the 100 unit requirement of the ordinance. Quite the dilemma for him. He also states that no one uses clubhouses. He is saying that 100% occupancy will bring approximately 800 guests. How many of those will be teenagers and young adults? When they tire of the splash pad, and with no clubhouse to go to, where will they go? They will go to the fairway or the Legacy tennis and pickleball courts or the Legacy outdoor pool just a tenth of a mile away. Trust me; they will go somewhere other than back to their rental home. Church Properties must not be allowed to skirt the legal requirements of the zoning ordinance by not including a clubhouse with the pool.

Thank you for taking the time to read my letter. This is an emotional issue for many of the homeowners of the Legacy and other Southgate communities. While the idea of short term rentals may be a good one, putting 100 short term rentals next to the Legacy and across the street from the Beehive Home is not a good idea. I can drive ten minutes in any direction from my house and pass acres of raw land where a short term rental property would be better suited.

Sincerely,

James W Stubblefield

Cc: Mayor Jon Pike

Wednesday
May 11, 2016

RECEIVED
MAY 17 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

Dear Mayor Pike,

I am an "eighty eight year old" widow living full time in the Legacy Townhome units. I am appauled at the decision that was by the city council to allow an "overnight facility" to be built next to our Church, Jr High School and Senior Citizen homes!

Had my dear husband "Dr J. A. Rose known what was ahead for us — we would have never purchased property here in the Legacy.

It is my hope and prayer that the proposed development will not be built there! This property development should be east, west, south or north of the city where "overnight travelers" are more likely to see and use!

We are older but we still need "solitude" and "protection" from "one night rentals" who could care less!

Respectfully,
Ann L. Rose

May 16, 2016

RECEIVED
MAY 17 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

Councilman Ed Baca
175 East 200 North
St. George, Utah 84770

Re: Case No. 2015-ZC-037

Dear Councilman Baca:

I live at 2109 S. Legacy Drive, within 500 feet of this proposed development. I am also president of the Legacy Homeowners' Association.

On May 10, 2016, the St. George Planning Commission recommended approval of a request to change the zoning for property known as the Joshuas Phases 2 and 3 on Tonaquint Drive to permit the construction of more than 100 short term rental properties including five, two-story four-plexus with three bedrooms in each unit. This property will be developed by Church Properties LLC who at the hearing represented that the maximum occupancy of these units would be approximately 800 guests and that stays would be for a minimum of four days. Just last month, the Planning Commission approved the construction of 100 short term rentals at the Bloomington Country Club which is just one mile away from this proposed development. It should also be noted that Church Properties is the builder of the new Holiday Inn Express and will build the recently approved Hyatt at the Dixie Center.

This zoning change request had been approved earlier by the Planning Commission and was scheduled to be heard by the City Council on April 21. During the first week of April, acting on a rumor he had heard, a neighboring homeowner who lives within 500 feet of the proposed zoning change learned about the City Council hearing and complained to the Planning Commission that he had not received any notice of the earlier Planning Commission hearing. Fortunately for the residents of all of the Southgate communities, another Planning Commission hearing was scheduled. Unfortunately, the bell had already been rung and some of the commission members had already made up their minds. How does a planning commission forget to send out notices to adjacent homeowners?

I apologize for the length of this letter, but I feel that each member of the City Council needs to understand what happened at the Planning Commission hearing. It was clear from the very beginning that some of the commissioners already had their minds made up and the presence of 150 opposing homeowners made no difference to them. On at least three occasions, homeowners were "scolded" by two of the commissioners who later voted to approve the zoning change for being too emotional during the hearing. Homeowners were actually told that future outbursts would work against their cause. After the Planning Commission hearing, one of the commissioners who recommended approval of the zoning change was seen hugging Corbin Church and those who spoke on his behalf during the open hearing. As a homeowner opposing this application for zoning change, what am I supposed to think? We all left that hearing with a bad taste in our mouths and that the dollar was more powerful than the quality and character of our neighborhoods.

Corbin Church admitted that he purchased this property some time ago and long ago built two homes that he has not been able to sell for over ten years. He cited major soil issues as a one of the problems with this property. This is clearly Church's attempt to get the City's help in turning around a bad investment; at the expense of thousands of Southgate residents. Church failed to identify what measures he would take to ensure that proper construction practices would be followed to make sure that the soil conditions would not create problems in the future.

Some on the Commission clearly believe that short term rental properties are the trend of the future and that out of town or out of state vacationers can't be inconvenienced by making them drive an extra 5 to 10 miles to short term rental properties that may be much better suited to that type of activity. The Commission seemed to be saying to the long-time residents of the Southgate communities that we have to get with the times and get used to having short term rentals all around us. Is that really the message the City wants to convey to its citizens? Which will be the next residential community in St. George to have a short term rental resort shoved down its throat?

The Spectrum ran an article on May 8, 2016, in which St. George was listed as one of the top ten livable cities in America. That recognition was achieved by making this city a wonderful place to <u>live</u>; not just a good place to <u>visit</u>. I fully understand the importance of tourism to our city and that there may also be a need for short term rental properties to accommodate the lodging needs of those tourists, but I can drive ten minutes in any direction from Tonaquint Drive and pass through acres of raw land which is either already appropriately zoned for such a project or could easily be rezoned for that project. The fact that Church's other short term rental property, Paradise Village in Santa Clara, is a success is evidence that short term rental properties can succeed in locations removed from the city center.

The Planning Commission justified its recommended approval by saying there was an adequate buffer between the short term rentals and the thirty or so homes on the other side of the fairway (west side of S. Legacy Drive), some 50 yards. Please drive out to Legacy Drive, park your car, and walk the golf cart path that is behind the Legacy homes on the west side of Legacy Drive. You will see that all homes have open decks with deck furniture and other personal belongings. When your property is exposed to 800 total strangers who rotate out every four days, fifty yards is not much of a buffer. Furthermore, less than a tenth of a mile away are the Legacy tennis and pickleball courts and clubhouse and pools. Because the Joshuas are not offering tennis, pickleball or a clubhouse, it is not hard to see where these out of town vacationers will go looking to play.

The zoning requirements for short term rentals require Church to provide a swimming pool and clubhouse. (10-14-21Da(3)). He is trying to escape the requirement of building a clubhouse by saying he doesn't have space and no one uses clubhouses. The Legacy clubhouse is used extensively by our visiting children and grandchildren when they come to visit. They shoot pool, play ping pong or foosball, or use the exercise room. Where does Church think the many children and teenagers who are part of these 800 guests are going to go for recreation if he does not build a clubhouse? They will either play on the fairway or try to get in the Legacy clubhouse which is just one tenth of a mile away.

Church admits that the building of over 100 short term rental properties will not benefit adjacent neighborhoods in any way. This is purely a commercial project to bail out Church Properties from a bad investment. To change the zoning ordinance, Church has the burden of producing evidence that the benefits of this project outweigh the negative impact it will have on the community. He doesn't even try to meet that burden. This project will benefit Church and any of those 12 homeowners who choose to sell their homes to investors at a higher than market rate or decide to leave their homes and use them as short term rentals. The rest of us are losers.

Less than six months ago, Mayor Pike was quoted in the paper saying that he did not favor changing existing zoning ordinances to accommodate short term rental properties. To preserve St. George's position as one of the top ten livable cities in America, the City Council must continue to protect its residents from the onslaught of out of town vacationers in their backyards. This will be an important vote not only for the developers of short term rental properties, but for the thousands of permanent residents who call St. George their home as well as those from all over the country who are looking at St. George as the place they want to call home.

If you want to know the fear created by even the thought of having this many short term rental properties in our backyard, I suggest you call Rosalie Mimhaugh who lives on the last house on Uxbridge which will not be separated from a short term rental by a fairway, but will be right next door to a unit. Rosalie purchased her home with her husband as a retirement home. He passed away eight years ago, but she continued to live in her home because she felt safe. She is so frightened now that she doesn't know what to do. She is just one of many single women who live on the west side of Legacy Drive whose lives will be changed if this project is approved. You can call Rosalie at [redacted] I simply don't know what advice to give her. Maybe you will know.

Sincerely,

James W and Shirlynn Stubblefield
[redacted]
St. George, Utah 84770

Cc: Mayor Jon Pike

April 30, 2016

RECEIVED
MAY 04 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

Jon Pike
Mayor
175 East 200 North
St. George, Utah 84770

Re: Zoning Case # 2015-ZC-037 - The Joshuas at Southgate

Dear Mayor Pike:

I would like to voice my concern regarding the above mentioned zoning case and ask you to deny the rezoning request by Church Properties, LLC. I am a nearby homeowner and feel the proposed plans by Church Properties would be very detrimental to this area. This is not a vacation property area and we do not want it made into one.

Some of my objections are as follows:

Would change our nice safe single family home neighborhoods into a crowded transient type area with overwhelming traffic, people and their big boy toys.

Children walking to and from schools and churches in the area must pass by strangers every day and may not feel or be safe.

The proposed buildings would be an eyesore and degrade the neighborhood and have a negative effect on property values.

Four wheelers, motorcycles, etc. would be zooming through our streets constantly making it unsafe for children playing in the neighborhoods, not only traffic wise but stranger danger wise.

Thank you for your consideration of this matter. Please reject the rezoning request by Church Properties, LLC case # 2015-ZC-037 - The Joshuas at Southgate.

Sincerely,

Dixie Johnson

Dixie Johnson
[redacted]
St. George, Utah 84770

Diana Lemmon

From: Kay Hancock[redacted]
Sent: Saturday, May 07, 2016 7:06 PM
To: John Willis
Subject: 4.25.16Proposed Zoning for nightly rentals along Tonaquint Drive and the Joshuahs
Attachments: 4.25.16Proposed Zoning for nightly rentals along Tonaquint Drive and the Joshuahs.docx

John Willis

I would like to express my concern and objection to new zoning that is proposed adjacent to the Joshua's and also on the West side of the road, this type of zoning needs to be along designated highways, or roads with good access off and on the freeway located near restaurants, shopping etc.

I am a home owner in the Legacy at Southgate and the values have stayed stable and increasing because it is a desirable place to live, It is safe, and an upper scale homes, and the Joshua's have been successful in continuing to build nice affordable units. Please do not destroy this area by rezoning it to nightly, or weekly rentals.

Even with the zoning of St George with a one month rental ordinance, the home owners around homes that are rented in this manner complain all the time that they are disturbed by renters coming and going in regular single family subdivisions throughout St. George. So it only stands to reason that adding nightly, weekly and monthly rentals in this new proposed area is a bad idea.

Thank you

Kay W Hancock
Real Estate Professionals, LLC
[redacted]

May 24, 2016

St George City Recorder Christina Fernandez
175 East 200 North
St George, UT 84770

Re: Case No. 2015-ZC-037

Dear City Recorder Fernandez

I have spent much time, investigating, contemplating and trying to rationalize the actions of the planning and zoning commission which was held on May 10, 2016. I was stunned by the disrespect that was given the home owners who attended the meeting; and the ones who were not even invited to attend the first meeting which was held in early April.

It seemed obvious to the people who attended the May 10th meeting that the planning commission had already made up their minds to approve the proposed plat for nightly rentals which necessitated the zoning to be changed to allow that use.

I have lived in St. George for thirty-two years and have attended numerous such meetings, and have seen many unhappy people on both sides of the issues. I have worked with the planning and zoning office with their zoning regulations and rules during many of the changes in our area. I have worked with city councils and have been associated in one way or another, as a realtor, appraiser, home owner and representative for clients both for condemnation and approvals of properties for the benefit of the city; and also the enjoyment of the wonderful residents that have lived here for many years and for those who have a had a desire to move to our beautiful area.

I believe that St George City has been conscious of the needs of our city and have continued to keep the zoning in an orderly manner. They have tried to make the area a pleasant community in which to live with, parks, recreation, golf courses, city buildings, schools, cultural activities, and Dixie State College, and now University.

I have helped hundreds of home buyers look for their dream home, I have shown them all of the areas in St. George, Washington, Santa Clara, Ivins, Hurricane and have seen and heard their expressions of pleasure in the areas that have been developed. I have never had even one client tell me that they wanted to buy a property anywhere near a rental area. I have had several that wanted to buy specific properties who definitely decided not to buy because it was near short term rentals, or busy roads leading to and from those rental properties.

I can tell you that there are many investors who are looking to buy rental properties. The real estate sale people are excited to sell them these properties and there is a need for these properties, but not in beautiful residential areas. The sales have been very good in Green Valley Resort, because of the amenities; there is a big demand for nightly, weekly and monthly rentals there. Worldmark, and Estancia Resort is also filling that need now. The Bloomington Country Club has had short term rentals for the past 45 years, so these are logical areas with the zoning already in place and the city has approved more to be built there, and there is still land available in those areas that can be developed.

I have lived in the Legacy at South Gate for twelve years, and have seen the values continue to increase and sales to be quite consistent even when the market took a down turn. The amenities include a beautiful club house, with two swimming pools, hot tubs, exercise room, game room, and tennis courts, and pickle ball courts. It is a desirable area, with beautiful views, and a community golf course. With all of this I have never had a client say that they did not want to buy in the Legacy because of the Joshua's being right next door.

The Bee Hive Homes which is directly across from the Joshua's has both assisted living and totally dependent seniors living there, with only the road between them. The Learning Center is there with the small children, the Intermediate School is also within a couple of blocks. The Good Shepherd Church, and all of these will be affected by the project at the Joshua's that has been proposed.

Brian Hill was one of Church's supporters. He owns two lots in the Joshua's and is a real estate agent. He is the one who claimed 7 out of 10 of his clients want to buy near short term rentals. Most serious home buyers do not even want to buy near apartments, duplexes or multiple housing units. He must surely work in a market with different buyers than I have experienced during my 41 years in the business.

I do believe that there are many real estate sales people who are far more concerned with making a commission by selling to these investors than they are in maintaining the wellbeing and contented home owner's rights of peaceful, enjoyment of their homes.

I know that because St George has had a need for more nightly rentals for conventions, meetings, Senior Games, St George Marathon, Iron Man competition, ball tournaments, the Mayor and City Council have strived hard to encourage development enough to entice them to come. They have been very successful in doing that. We have many, many existing hotels, motels and the new five Story Holiday Inn, Marriot Hotels, and the two new hotels that have just been approved.

Let's not jeopardize the financial profit of these existing businesses by continuing to make more competition for them causing more vacancies.

There are so many areas in Washington County where the views are outstanding, and the residential developments have continued to be built in these areas, with beautiful homes, yards and amenities. There is no need to rezone properties adjoining these established residential areas in order to put in more nightly rentals which will definitely change the desirability of these already established neighborhoods.

I would like to encourage the city to put in a soccer field on the west side of Tonaquint Drive. And also to encourage the developer of the Joshua's to spend the money to deal with the problem soils, and sell quality built homes on this great piece of property which is already platted into a subdivision which has wonderful views, a great location close to Dixie Drive and with excellent access to town and to the freeway just minutes away.

Respectfully

Kay W Hancock

[redacted]

St George, UT 84770

Cc: Mayor Jon Pike

May 23, 2016

RECEIVED
MAY 24 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

Mayor Jon Pike
175 East 200 North
St. George, UT 84770

Re: Case # 2015-ZC-037

Dear Mayor Pike,

I live in The Legacy, and am writing to state my opposition to the proposed Zone change on Tonaquint, adjacent to the Joshuas. I attended the Planning Commission Hearing on May 10, 2016, and was very disappointed that several of the Commissioners seemed to have already made up their minds as to accepting the proposal by Corbin Church. We were not received in a congenial way. In fact I felt we were treated like second hand citizens at times! Homeowners were not properly alerted to the proposed zone change, and found out only because one of our homeowners began asking questions. Only when confronted by homeowners objecting did they 'reschedule' a Planning Commission meeting where we could attend!

I have lived in St. George and in The Legacy for 22 years and consider the building of 'one night rentals' a "slap in the face" to our neighborhood. My concerns center on the character of our neighborhood, value of our property, safety of so many widows living within our neighborhood, myself being one of them, and the incongruity of one night rentals so close to residential neighborhoods, especially when there is so much 'open land' that would suffice for such building.

As I listened to Corbin Church's proposal, his main concern was certainly not for the residents, but for himself salvaging the two homes he has not been able to sell! Obviously the project is for financial gain on his part, trying to recoup his losses, and selling the idea to those unhappy living in the Joshuas . He did not mention any benefits for residents in the surrounding areas, plus inconsideration for those of us who have felt 'safe and protected by City ordinances' . If he wants to improve the area, why not finish the Joshuas as originally platted? He mentioned 'blue clay' and the reason why the lots hadn't sold. We all are dealing with blue clay, and he proposes to build his units using pilings for the foundations. Why not build individual homes the same way? Greed comes to mind. The almighty dollar rears it's ugly head!

What Church proposes is not in compliance with the City ordinances. The streets will be too narrow, there is inadequate parking facilities (and he had no answer as to how to remedy this other than saying there wasn't enough room but that they would think of something.) As to how these one night rentals would be monitored, he mentioned the HOA Board would be involved as well as a management company. I have served on the HOA Board in The Legacy for over ten years. Volunteers are hard to come by, and monitoring over night rentals would be ever present with problems of people who treat it as a 'resort' and do not care how they treat or take care of the facilities. I know this first hand.

I value the quality of life we have had here since moving here in 1994. As a homeowner I count on the City Council members to uphold and encourage the consideration for a 'safe and

sound' place to live. I sincerely hope you will make the right decision and oppose the Zone change for this area.

Thank you for your service and caring for our City. I appeal to your sense of fairness and concern for residents in and around this area. I recognize the increase of visitors to our fair City because it is a desirable place to live **and visit**. Hopefully the appeal to live here will remain as a top priority.

Sincerely,

Mrs. Evelynn K. Cardon
[redacted]
St. George. UT 84770

Mrs. Evelynn K. Cardon

RECEIVED
MAY 24 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

April 27, 2016

Re: Case No. 2015-ZC-037 "The Joshua's @ Southgate"

Mr. Mayor, Honorable Council Members, and Mr. City Manager:

We would encourage our City Leaders to reject the application to change the rezoning at the Joshua's for "109 Short-term Vacation Rentals".

My wife Rose and I retired to St. George in the Legacy at Southgate in 2015.

This is our second letter regarding the rezoning to put 109 short-term rentals into our neighborhood. We attended the planning commission meeting on May 10, 2016. It appeared at the meeting that our neighborhood, a very large stakeholder in this proposed project, was an inconvenience. I am sure you have heard from other homeowners that this may have been their experience as well. So let's talk about just one item from this meeting that is a very big flaw in this application; management.

Recently the council approved Entrada along with Bloomington CC as a suitable location for Short-term Rentals (STR). I would make note these requests are in a resort footprint with one management company on-site 24/7. Both Bloomington CC and Entrada are long standing companies with vested long-term interests in assuring their rental program is successful. When Mr. Church was questioned at the planning meeting on this fact, his response was I cannot comply because of financing. I would suggest it is not the city's issue regarding financing, but Mr. Church's. The Joshua's project is more than twice as large as these other two projects. If Joshua STR's are approved and built who is going to manage this property? This will be exactly like putting a motel into an established neighborhood without anyone to "turn the light on". Mr. Church's response to this question at the planning meeting was the residents in Joshua 1 would monitor the activities; really? Mr. Church also proposed using 3 – 4 off-site management companies at the discretion of each investor. This is not management or accountability.

We do not want to bore you with several other flaws that others may have already noted to date. We suspect you are well versed on the issues with this project. However we do believe this project represents precedents; will St. George permit a clearly commercial activity to be plopped into an established neighborhood? Please know there were other developers and investors at the planning commission meeting keeping a close eye to see if they could turn their properties into STR's as well to either maximize profit or (as in the case of Mr. Church) have the city save them from a failed investment. If Joshua is approved, you will begin seeing many more of these requests throughout the city.

The Joshua's at Southgate is more than a rezoning issue for the city. It is a policy issue as to whether St. George is permitting mass STR's into existing neighborhoods. Mr. Church likes to tout the success of Paradise Village. In full disclosure let it be recognized this project was built on the edge of town as a resort with the advantages of having the ability to create proper access, amenities, parking, and containment of the property. In the open space around this project, if folks want to buy and live, then fine. But they knew this going in. It was not thrust upon them. At the planning commission it was noted by one of the commissioners that this project would be an experiment. There are two problems with the Southgate neighborhood becoming an experiment. One, how long is the experiment. By the time you have proofed your theorem how many other experiments have been created in other neighborhoods in St. George.

Second, once the Genie is out of the Bottle and your experiment proof is a failure, how do you get the Genie back into the bottle? Rezone these areas back to residential again without STR's?

Since we were told at the planning meeting that as residents we presented only "public chatter" with no real facts, we decided to present a little research. We have enclosed three pieces, among thousands, from three different perspectives regarding the impacts of STR's in cities and their neighborhoods.

1. A city study 'Analyzing the Impact To Denver's Neighborhoods' dated December 6, 2014 is a thorough analysis of what the impacts of STR's are having in Denver neighborhoods. The conclusion of this report is STR's is; "turning neighborhoods into areas for motels and hotels (that) destroys the integrity of the neighborhood and, more importantly, the expectations of the property owners who purchased the property with the intention of a neighborhood remaining a residential neighborhood."

   This report represents problems existing in cities across America. Many are trying to get the get the Genie back into the bottle. St. George finds itself today, now, with the opportunity to gets its hands around STR's before they get out of control.

2. Article 'Airbnb is Crashing the Neighborhood' dated December 2015 is from Realtor Magazine published by the National Association of Realtors,

   This article begins by saying 'there is good reason every city has zoning laws, so people don't have to live next to a factory or a motel." The article concludes with this; "the real estate industry needs to take a stand to protect residential zoning laws against STR's. Without this protection, property values will decline and cause neighborhoods stress and disruption."

   This recognized real estate industry publication is stating that STR's are a problem for home values and disruption of traditional residential neighborhoods

3. An independent study 'A Roadmap to Regulating AirBnb and Short-Term Rentals' dated March 26, 2015 is an academic study using quantitative and qualitative methods to examine problems. In other words, taking scientific method to project likely outcomes.

   This third-party perspective reviews the issues and impacts of STR's on a community. This study concludes that "STR's should be considered commercial businesses, not residences".

   In effect STR's are a decentralization of the intent of commercial zoning for lodging, redistributing this function throughout neighborhoods. STR's bypass regulation, taxes, and the original intent for separating residential areas from commercial areas.

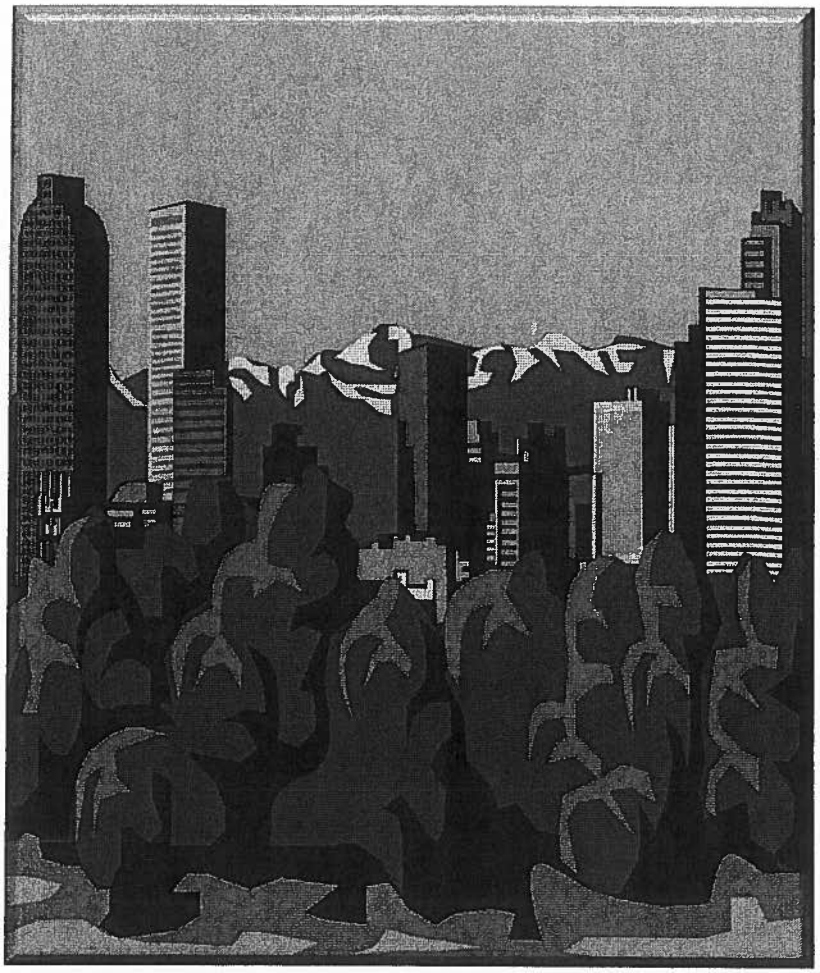
Pure and simple, Mr. Church is asking to put an unmanaged motel into an established residential neighborhood. If this was Motel 6 that was applying for this rezone, would this even be a discussion.

Respectfully,

Danny L. and Rose M. McKee [redacted]

ANALYZING THE IMPACT TO DENVER'S NEIGHBORHOODS REGARDING SHORT-TERM RENTALS INCLUDING SHORT-TERM VACATION RENTALS

INC ZONING AND PLANNING SUB-COMMITTEE FOR SHORT-TERM RENTAL ISSUES



December 6, 2014

ANALYZING THE IMPACT TO DENVER'S NEIGHBORHOODS REGARDING SHORT-TERM RENTALS INCLUDING SHORT-TERM VACATION RENTALS

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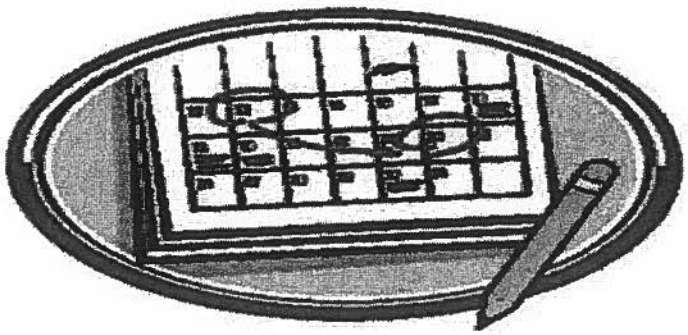
ANALYZING THE IMPACT TO DENVER'S NEIGHBORHOODS REGARDING SHORT-TERM RENTALS INCLUDING SHORT-TERM VACATION RENTALS

I. Introduction

Short-term rental housing typically means a dwelling unit that is rented for a period of less than thirty consecutive days. In some communities, short-term rental housing may be referred to as vacation rentals, transient rentals, or resort dwelling units.[1]

Airbnb, HomeAway[2], VRBO (Vacation Rentals by Owner) and TripHomes are vacation-home rental platforms[3] that have expanded the use of traditional residential homes as transient hotel rooms. Regulations that govern short-term rentals (hereinafter referred to as STRs) in residential districts are getting more attention as planners and residents notice that these "vacation" rentals can have a much greater impact on the community than homes which house long-term year round residents. The impact can be significant.

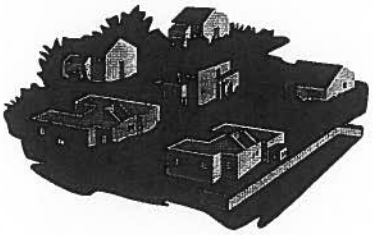
The INC Zoning and Planning Committee has analyzed the potential impact to Denver's neighborhoods and has identified several significant and substantive impact-risks. Our assessment also includes the effect it will have on affordable housing, key enforcement agencies and Denver governmental departments. The Committee has grave concerns about the real possibilities of unforeseen and unintended consequences of permitting STRs in residential neighborhoods. This is not a problem for another day. The decisions we make today will determine the future of Denver's neighborhoods.



II. Concerns About Safeguarding Denver's Neighborhoods

A. Protection of Neighborhood Environment

- Here tonight – gone tomorrow – without engaging in any sort of activities that weld and strengthen a community.
- Peaceful and quiet enjoyment of one's home and property
- Noise, disruptive and illegal behavior
- Changes the nature of the zoning district



B. Protection of Physical Characteristics

- If allowed without limitations, could change the nature of a neighborhood
- Occupancy limits would need to be defined for each unit
- Multiple STRs located near each other are even more disruptive

C. Property Values

- Decrease in property values for Denver property owners who purchased homes for their families
- Both Colorado statutes and case law require owners of property to disclose known material facts to prospective purchasers or renters of their property. Disclosure of nearby STRs could be viewed as a known material fact.

D. Tourists with irregular hours vs. residents with 9 to 5 or other regular work schedules.

E. Commercialization of Residential Neighborhoods.

- Residential neighborhoods were intended for owners and their families to live in along with nearby schools, playgrounds and related family forums.[4]

F. Protection of Safety for Neighborhood Residents

Registered Neighborhood Organization Meeting

III. Financial and Enforcement Impacts Relating to Denver's Government Issues

A. Additional Governmental Administrative Costs Required if Short-Term Rental/Vacation Ordinance Adopted, Costing the City Significant Oversight and Dollars to Enforce:

- Denver 311 Help Center staff
- Neighborhood Inspection Services (NIS) staff
- Managing tax collections
- Registration, licensing and permitting – Excise and Licenses staff
- Safety inspections – smoke detectors, sprinkler systems, carbon monoxide alarms in bedrooms and fire extinguishers
- Fire Department
- Hearings including Hearing Officers/collection of fines
- Board of Adjustments, Non-conforming uses
- Community Development Department (zoning issues)
- Environmental Health
- Parking and Recreation Enforcement
- Building Permits
- Hotel Occupancy Taxes
- Certificates of Occupancy
- Clerk and Recorder Documents (filing)
- Cashier Services (Webb Building)
- Public Nuisance
- Trash/Recycling
- City Attorney's Office
- Tracking (who, what, where and when)
- Police – preservation of public health, safety, and other aspects of the general welfare.
- Enforcement of limits for number of people or unrelated people staying in STRs
- Additional personnel required for safety and health inspections.

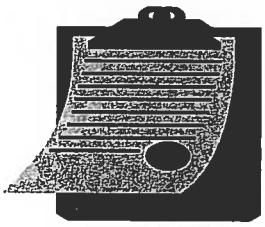
B. If Ordinance Regarding Short-Term Rentals Including Short-Term Vacation Rentals is Adopted it Would Require Enforcement of the Following Existing Ordinances:

- Public nuisance
- Noise limits (sounds which endanger or injury safety or health of human beings)
- Property maintenance standards
- Night time curfew (prohibits persons under the age of 18 years from being on or about public streets and public places)
- Weekend problems ("weekend warriors" – trying to pack the most fun into the least amount of time – greater disruption with light and noise)
- Parking restrictions
- Inspection requirements
- Trespassing
- Disturbing the peace violations
- Enforcement of marijuana violations in public parks and spaces
- Enforcement of other substance abuse issues

C. Americans with Disabilities (ADA) Requirements May Have To Be Complied With.

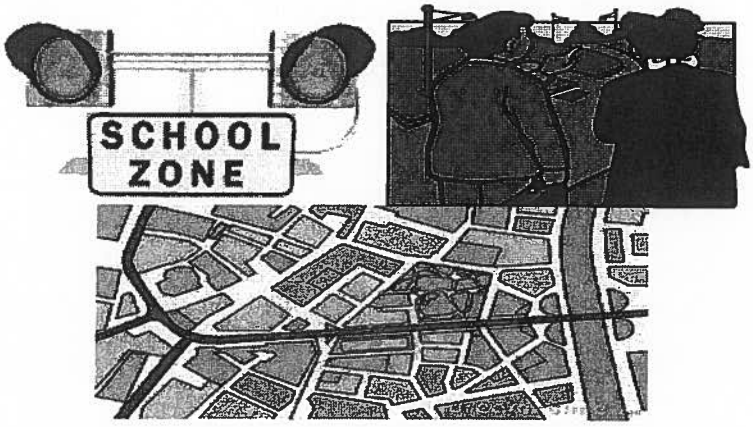
D. Registration/Licensing Requirements
- Registration and/or licensing would be required in order to provide notice to neighborhoods (needs and desires hearings).

E. Mandatory Notification Postings
- Copy of rules and restrictions for STR property would be required for neighbors



F. Emergency Access Requirements
- Including not only how to exit in case of fire, but also how to turn on and off building security systems, all electrical systems, gas and water services installed in the unit or house.

IV. Zoning Issues



A. Current zoning – What is legal in:
   - Residential neighborhoods

   In particular, Article 11, Division 11.12, Section 11.12.1 *PRIMARY RESIDENTIAL USES*, Denver Zoning Code provides: Household Living is defined as residential occupancy of a dwelling…*on a month to-month or longer basis*. (emphasis added)[5]

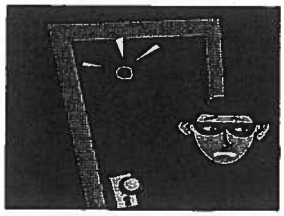
   and,

   Article 13, Division 13.3.120 defines the term "dwelling" as "[a]ny building or portion of building that is used as the residence of one or more households, but not including hotels and other lodging accommodation uses, hospitals, tents, or similar uses or structures providing transient or temporary accommodation."[6]

B. Proximity Restrictions
   - How many STRs in a neighborhood should be allowed and how would the number be determined
   - Intrusion of commercial ventures into residential neighborhoods seriously undermines the 2010 Zoning Code.[7]
   - Character of context-based approach zoning enacted in 2010 would have to be amended after many years of public effort.[8]

C. Condominiums and apartment buildings must have ability to prohibit short-term rentals so as to comply with Declarations and Covenants and Leasing Agreements.

V. Drugs and Crime Issues



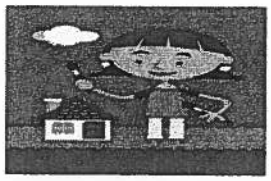
A. Web-Sites (statements and representations) must be legal and comply with the regulations

- Marijuana enticements violate Federal law?
- How do you protect children in their yards from transients?
- Lots of strangers and transients magnifies parents concerns for their children's safety

B. Unintended Consequences –

- A Mecca for out-of-state visitors for recreational drug use.[9]
- Encouraging students who are not residents to register for Red Cards.[10]

VI. Affordable Housing

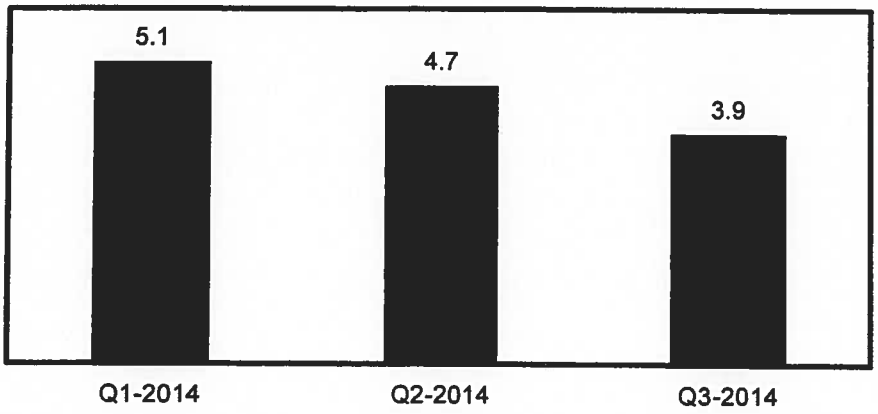


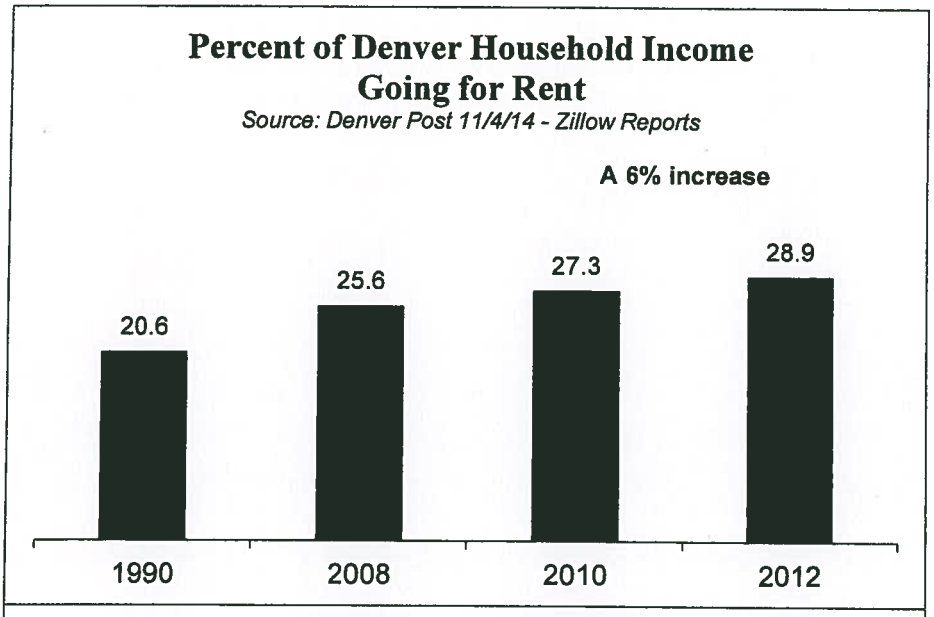
A. Affordable Housing[11]

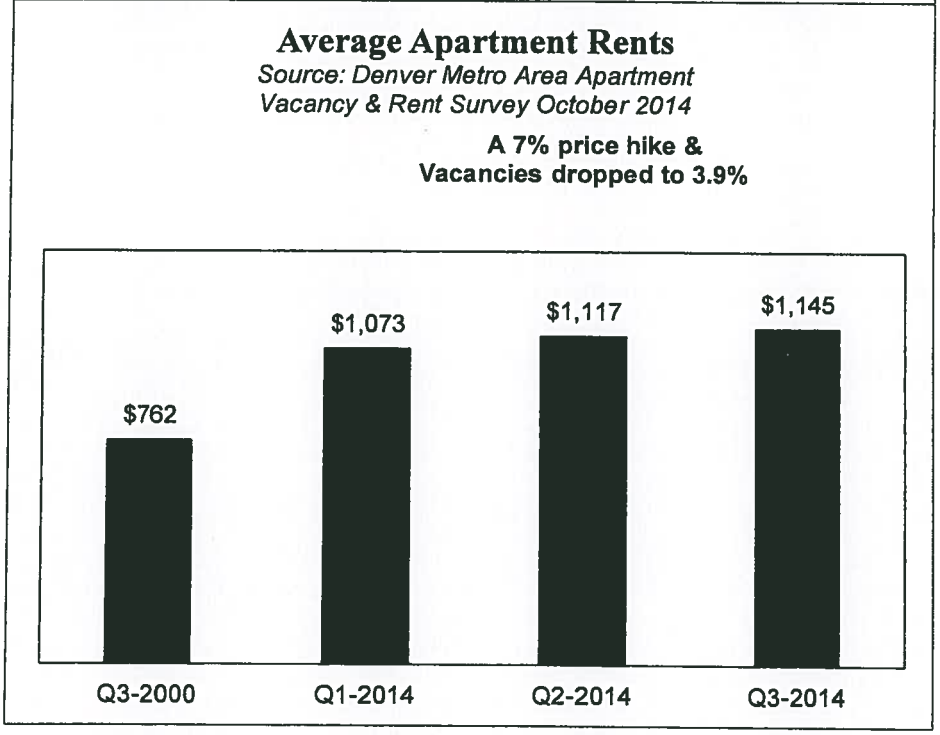
- Decreases the affordable rental housing available when property owners elect to rent their homes on a short-term basis rather than renting on a longer term basis.[12]
- Squeezes the supply of housing pushing up the demand and, subsequently, the cost of housing in the community.[13]
- Affordable housing would not be as readily available where people work which can create transportation gridlock with longer commuting distances, creating greater environmental impact.
- STRs deplete the smaller housing for our 65+ aging population, our fastest growing population, trying to downsize.[14]
- Lack of affordable housing would have long term economic effects by forcing businesses to leave or not relocate in Denver if workforce needs cannot be met.
- Providing affordable housing can have an effect on health outcomes, standards of living, livability, education and the environment.[15]
- Other cities across the world are banning and establishing high fines to try and stop STRs due to the depletion of affordable units.[16]

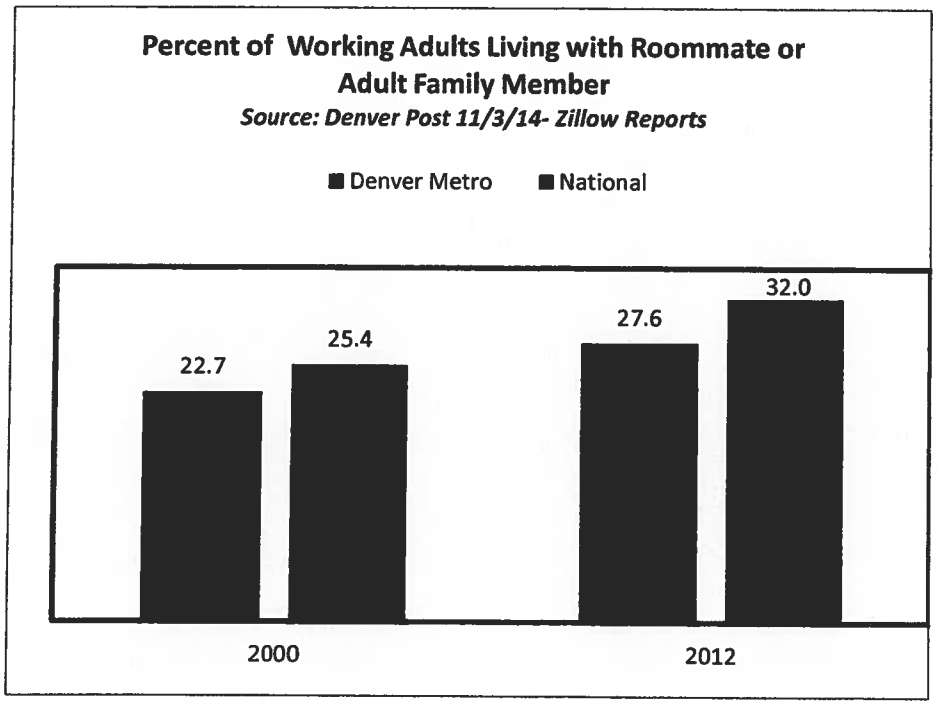
Rental Vacancies Denver
Source: Denver Metro Area Apartment Vacancy & Rent Survey

Q3 down 24% from Q1




Percent of Denver Household Income
Going for Rent
Source: Denver Post 11/4/14 - Zillow Reports
A 6% increase
20.6
25.6
27.3
28.9
1990
2008
2010
2012


Average Apartment Rents
Source: Denver Metro Area Apartment
Vacancy & Rent Survey October 2014
A 7% price hike &
Vacancies dropped to 3.9%
$762
$1,073
$1,117
$1,145
Q3-2000
Q1-2014
Q2-2014
Q3-2014



Working Households with Severe Housing Cost Burden (2012)

City*	Percent of Households with Severe Housing Cost Burden
Orlando, FL	31.5%
San Francisco, CA	29.2%
Austin, TX	23.0%
Portland, OR	21.5%
Seattle, WA	20.4%
Washington, D.C.	19.9%
Denver, CO	19.2%
Baltimore, MD	18.6%
Minneapolis, MN	14.8%

Source: Center for Housing Policy

*Cost burden calculated for the surrounding metro area

Source: *Denver Performance Audit Report*

VIII. Enforcement and Protection of Visitors/Tourists/People

A. In a perfect world, it could be argued that legalizing STRs would be the answer. Unfortunately, current rules forbidding STRs have proven to be unenforceable.

A. Underground Market for Short-Term Rental Units
- Those owners refusing to register or license their rental units will simply go underground in order to prevent detection.[17]

B. Protection of Denver's Visitors and People
- Lenders and insurers for properties must be included as stakeholders to ensure loan and insurance documents are complied with.
- Underwriting and pricing for residential, apartment buildings and hotel/motel operations are very different. All aspects of building security including running a business that requires customers to enter the premises would have to be underwritten with appropriate changes and charges on the policies.
- Homeowners insurance does not cover short-term rental damages.
- Lack of premises health and safety inspections endangers visitors and tourists.
- Background checks of owners and associated personnel would not be available
- Hotels and motels are bonded and insured for protecting our tourists and visitors; underground and illegal STRs do not provide such protections.

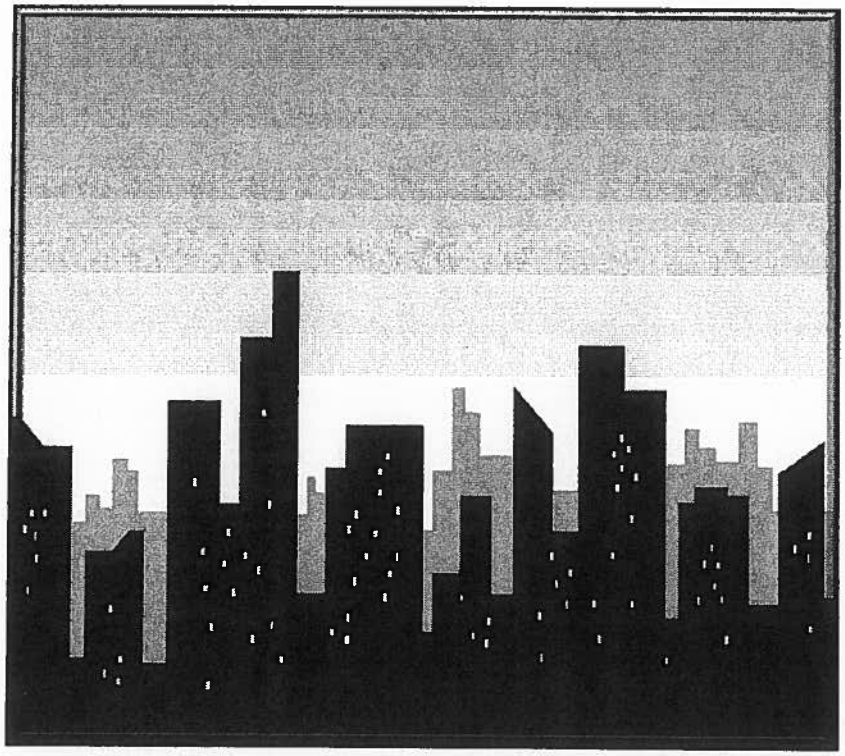
C. Honest Reviews Must Be Made Available For Public Viewing
- If restaurants are inspected and reviewed then it is even more important for rental reviews to be made available for public viewing.

D. Denver now has an estimated 1,000 STRs operating in violation of the Denver Zoning Code.[18] Any change to allow STRs will likely bring a total of STRs in Denver to 10,000 or even

20,000 or more. How many of these will be in violation of what change might be made to our zoning code? How will Denver's Neighborhood Inspection Services possibly be able to monitor a greater number than they currently cannot monitor, particularly when other cities have been unable to do so?[19]

IX. Conclusion

BOTTOM LINE: Turning neighborhoods into areas for motels and hotels destroys the integrity of the neighborhood and, more importantly, the expectations of the property owners who purchased the property with the intention of a neighborhood remaining a residential neighborhood. This is a city we call home. Is City Council propounding legislation that benefits a few residents and "shared economy" entrepreneurs/opportunists at the expense, both monetary and in terms of quality of life, of most Denver residents? We hope not.



ENDNOTES:

[1] *See* Nate Hutcheson, "Short-Term Vacation Rentals: Residential or Commercial Use?", *Zoning News* (March 2002, American Planning Association); *Short-Term Rental Housing Restrictions*, Robinson & Cole, 2011.

[2] HomeAway, filed suit on Monday, November 3, 2014, against San Francisco, alleging the city's new law signed by Mayor Ed Lee to regulate short-term rentals in private homes unfairly benefits hometown company Airbnb at the expense of HomeAway and other rivals. Source: *SFGATE*, November 3, 2014.

[3] *See*, Airbnb runs on a market place platform model where it connects hosts and travelers and enables transactions without owning any rooms itself. Unlike traditional hotels, Airbnb scales not by scaling inventory but by increasing the hosts and travelers and matching them with each other. Source: Choudary , Allen. "The Airbnb Advantage".*The Next Web*; Choudary, Sangeet "A Platform Thinking Approach to Innovation, (21 January 2014) *Wired.*

[4] Don't hand San Francisco Over to Airbnb, *San Fancisco Chronicle*, opinion by Senator Dianne Feinstein, October 20, 2014, urging Mayor Lee to veto the legislation approved by the Board of Supervisors, stressing "This home-sharing legislation blurs those lines and provides for residential housing to be leased out for hotel use. As such, those of us who value the residential character of our neighborhoods and are invested in the city's quality of life will see all of this washed away by a blanket commercialization of our neighborhoods....further increasing the cost of living."

[5] The 2010 Denver Zoning Code was unanimously adopted by City Council on June 21, 2010 and became effective June 25, 2010.

[6] Denver Zoning Code, *supra*.

[7] *See generally, Zoning News*, *supra*; *San Francisco Chronicle*, October 20, 2014, *supra.*

[8] Article 2, Division 2.2, Section 2.2.1 Context-Based Approach, Denver Zoning Code.

[9] *See* "At Colorado's borders, a dividing line over marijuana – Pot on the prairie: boon for Colorado, bane for neighbors., *The Washington Post*, July 26, 2014 (Sheriff Mark Overman commenting that in Scotts Bluff County, Nebraska, Colorado is exporting trouble to its neighbors. "They're promoting marijuana tourism. "The message is come to Colorado, smoke the marijuana,then people bring some home."

[10] Education Life, "Higher Times" *New York Times*, November 2, 2014

[11] The federal government defines housing as affordable when housing costs such as mortgage, rent, and utilities do not consume more than 30 percent of household income. U.S. Department of Housing and Urban Development (HUD). Website accessed September 29, 2014, http://www.huduser.org/portal/glossary/glossary_all.html.

[12] The War Over Airbnb in New York Gets Personal – "The Dumbest Person in Your Building is Passing Out Keys to Your Front Door!, *New York Magazine*, September 23, 2014; In NYC Jason Benjamin, Metropolitan Council on Housing states: "Airbnb's ad campaign is sneaky, and sneaky good. In reality, Benjamin says, property owners all over the city, having realized that they can make more money on short-term rentals, have begun converting apartments into full-time Airbnb properties, resulting in their being taken off the market for full-time tenants and the further depletion of the already limited stock of affordable or even relatively affordable housing.."*New York Magazine*, *supra.*

[13] The War Over Airbnb in New Gets Personal, *supra.*

[14] Senior Class, *The Denver Post*, November 23, 2014, "Housing developers that cater to growing number of those growing in age try to keep up with demand for affordable .... housing."

[15] The Role of Affordable Housing in Creating Jobs and Stimulating Local Economic Development: A Review of the Literature," Center for Housing Policy, accessed November 21, 2014.

[16] Lack of affordable housing could limit economic development and boost metro traffic congestion, concluding that the audit from the city auditor finds that a shortage of an estimated 26,300 affordable housing units in Denver could lead to a host of issues, including household budgeting woes, problems with educational achievement by children, traffic congestion, and difficulties attracting trained workers and relocating businesses. The *Denver Post*, Business, November 21, 2014.

17 *See,* for example, Portland , Oregon, Short-Term Rental Ordinance, adopted in July 2014. The ordinance only provides for short-term rentals in single family dwellings. (by May 2014, Airbnb's website listed 1,600 options in Portland). As of November 24, 2014, of the 1,600 options only 30 hosts had applied for a permit.

[18] Denver City Council Sharing Economy Task Force Meeting Summary, Monday, August 25, 2014.

[19] *See,* for example, Portland , Oregon, 1,600 STRs on Airbnb web-site, only 30 hosts applied for permits pursuant to the Portland Ordinance; ballot initiative is being prepared for 2015 to bring the Airbnb issues to voters in San Francisco, *City Insider*, October 27, 2014; in late 2013, Office of New York State Attorney General (NYAG)

launched an investigation of web platforms like Airbnb who run large-scale enterprises in violation of fire safety, zoning, tax and other applicable laws. On May 14, 2014, NYAG served Airbnb with a subpoena for detailed information about rental transactions on its platform, *Report of the New York State Attorney General,* October 2014; DeBlasio administration files first lawsuit against apartments operating as illegal hotels through sites like Airbnnb, *New York Daily News*, October 17, 2014.

Appendix:

The median income of adults in doubled-up households in the U.S. has risen over time, from a median of $24,000 in 2000 to $29,000 in 2012[3], but people in doubled-up households have incomes that, increasingly, lag behind median incomes overall. On average, doubled-up adults make 76 percent of the median income of people without roommates, which means it can take longer to save up for a down payment or deposit on a place of their own. ZILLOW

Metro Area	Share of adults doubled up households, 2000	Share of adults in doubled up households, 2012	Median individual income of Employed Adults Living in a Doubled Up Household, 2000	Median individual income of Employed Adults Living in a Doubled Up Household, 2012	Number of households gained if average number of adults per household returned to 2000 levels
United States	25.4%	32.0%	$24,000	$29,000	5,405,509
New York	37.3%	42.4%	$28,070	$35,000	300,668
Los Angeles	41.2%	47.9%	$22,000	$27,000	315,473
Chicago	30.9%	35.5%	$26,300	$30,000	138,728
Dallas-Fort Worth	25.2%	30.7%	$22,800	$28,000	131,555
Philadelphia	27.9%	35.2%	$28,000	$34,000	114,931
Washington	30.0%	36.6%	$30,000	$37,000	144,116
Miami-Fort Lauderdale	34.7%	44.5%	$22,000	$25,000	232,895
Atlanta	28.4%	33.3%	$25,000	$27,000	93,690
Boston	29.0%	33.4%	$30,000	$37,000	58,699
San Francisco	35.9%	39.2%	$30,000	$35,000	84,759
Detroit	26.4%	32.6%	$27,000	$30,000	55,039
Riverside	31.7%	44.7%	$22,000	$28,100	162,474
Phoenix	26.6%	32.9%	$23,900	$29,100	75,197
Seattle	22.5%	29.3%	$28,000	$32,000	80,078
Minneapolis-St Paul	19.1%	24.6%	$28,000	$30,010	46,913
San Diego	32.2%	39.7%	$24,000	$29,500	89,778
St. Louis	21.4%	27.5%	$24,800	$28,900	35,085
Tampa	22.8%	32.1%	$22,500	$27,600	78,387
Baltimore	27.4%	34.5%	$28,000	$36,000	47,164
Denver	22.7%	27.6%	$25,200	$30,000	43,548
Pittsburgh	22.7%	25.1%	$23,400	$31,000	11,764
Portland	22.3%	29.4%	$24,000	$30,000	48,134
Sacramento	25.3%	34.3%	$25,000	$30,000	54,313
Orlando	26.5%	36.3%	$22,800	$25,000	79,832
Cincinnati	19.0%	26.5%	$25,000	$29,000	41,794
Cleveland	24.1%	28.5%	$25,200	$30,000	7,682
Kansas City	19.5%	24.6%	$25,000	$30,000	32,875
Las Vegas	31.3%	38.9%	$24,000	$30,000	39,282
San Jose	39.6%	39.4%	$31,000	$37,500	16,276
Columbus	19.1%	25.8%	$25,000	$28,100	45,577
Charlotte	23.4%	29.3%	$23,300	$26,000	26,332
Indianapolis	18.9%	26.1%	$25,000	$29,000	31,198

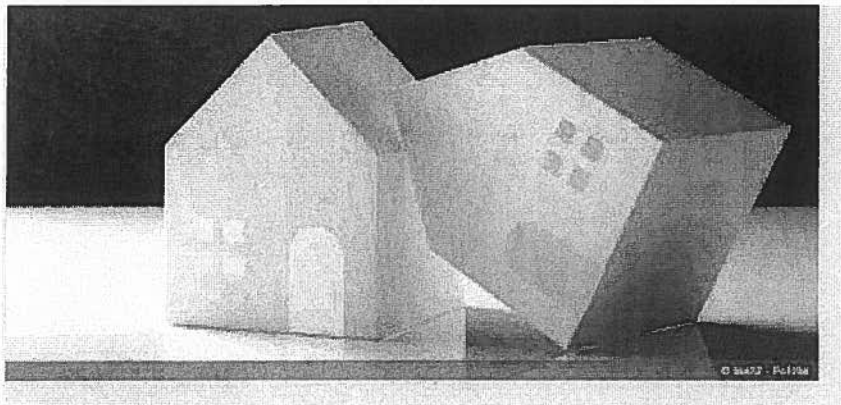
NATIONAL ASSOCIATION of REALTORS®

From Realtor Magazine

Airbnb Is Crashing the Neighborhood

Short-term rental websites raise risks for home owners, their neighbors, and communities.

DECEMBER 2015 | BY BARBARA NICHOLS



There's a good reason every city has zoning laws. They separate various types of buildings and building uses for the mutual benefit of everyone, so people don't have to live next to a factory or a motel. Most cities also have laws related to the minimum rental period for a single-family house or a multifamily dwelling. In Los Angeles, for example, a residential rental of less than 30 days — called a "short-term rental" — is currently prohibited.

Internet companies such as Airbnb and VRBO pay no mind to such ordinances. They've swamped the market in California and elsewhere with thousands of STR listings, making the rules difficult or impossible to enforce. These rental sites appeal to home owners who need additional income. Then the companies use those owners as examples to coax cities into making STRs legal. Even though there's clear demand on the part of home owners, that doesn't justify the many problems STRs cause for the larger community.

Usually, there's no problem with people renting a room in their home, as long as the lease is longer than 30 days and the home owner is present to monitor the renter's activities. The owner

has an opportunity to check the potential renter's credit, employment, and references. However, STR websites are calling this type of pre-existing rental the "shared economy" to sell their quite different concept to cities.

These websites claim that home owners should have the right to do whatever they want with their property — but that's a fallacy. When someone has purchased in a single-family or multifamily zone, they have accepted the rules of that zoning. They do not have the right to turn their home into a motel (transient zoning), a restaurant, or a factory to the detriment of everyone else in that zone.

More to Come

Watch for the January/February 2016 print issue of REALTOR® Magazine for insights about how real estate professionals are handling short-term rentals in their market.

STRs are having a dangerous effect on our housing stock. In L.A., a city desperate for more affordable housing, 11 units of long-term rental housing are being lost daily to STR conversions, according to a report from the Los Angeles Alliance for a New Economy. The report says people are converting rent-controlled units into commercial STR operations, and long-term rent-control tenants are being evicted. The loss of these units in the long-term rental market has driven up total housing costs for L.A. renters by more than $464 million in the last year. (Read more in this Los Angeles Times article, "Rental sites like Airbnb aren't as innocuous as they pretend.")

The trend for STRs is away from "shared spaces," where owners are present. Individuals are now purchasing single-family or multifamily units to turn them into STRs — creating a business — to the considerable detriment of their neighbors. Some short-term renters turn these locations into party houses, creating noise, traffic, and a public nuisance. In such instances, neighbors who need a night's sleep to work the next day or who have school-age children are disturbed. In my neighborhood, a home owner leased her property for a year to someone she believed was occupying it, only to learn he listed it on one of the STR sites as a "commercial party house." Some 500 people being charged $125 apiece crammed narrow, winding canyon roads by illegally

parking and throwing trash everywhere. When the property owner was alerted, she was shocked and started eviction proceedings.

STRs pose big risks for the home owners who are leasing their properties: Home insurance typically covers only owner-occupied or long-term rental homes. Damage to an STR likely isn't covered. Airbnb seems to have addressed this problem with its "host guarantee" that offers up to $1 million for property damage caused by short-term renters, but owners should read the fine print: Airbnb itself says its policy "should not be considered as a replacement or stand-in for homeowners or renters insurance." Most notably, it doesn't cover liability at all. The fine print also suggests that property owners try to settle with the guest first. If no settlement can be reached, they have to document the damage and submit to a possible inspection. Airbnb won't cover "reasonable wear and tear" — whatever that means — and limits compensation for high-value items such as jewelry and artwork. So, really, how much can a host expect to be protected?

The negative impact of STRs goes far beyond the immediate neighborhoods they're in. Every region has environmental challenges, and short-term renters who are unfamiliar — or unconcerned — with those challenges could pose a big threat. California is in the midst of a severe drought. Imagine if a short-term renter who knew nothing of the threat — or didn't care — threw a cigarette butt over a balcony onto dry brush?

Worst of all, the growth of short-term rentals has pitted neighbor against neighbor, with neighborhood organizations joining forces to fight STRs. Some cities are calling for stricter STR regulations or outright bans, but who will pay for enforcement of these rules? In fairness, STR websites and their customers should pay the bill. Local taxpayers would prefer to see their tax revenue used for better schools, roads, and public transit.

Those who support STRs speak of the financial help it has provided and the interesting visitors they have met. STR hosts say they provide lower-cost accommodations than conventional motels and hotels. Well, hotels and motels pay taxes and employ millions of people. They are required to meet public-safety laws, including fire exits, sprinklers, and habitability. Unregulated STRs are not currently subject to these provisions, and many "hosts" would like to keep it that way.

The real estate industry is caught in the middle of a fight between those who oppose STRs and the property owners and companies promoting them. But practitioners selling real estate should keep this in mind: A single-family home or condo unit next door to a short-term rental — where the occupants change every few days — will take longer to sell and bring in lower offers. You never know who your neighbors could be, and that's a classic situation of property stigma.

In the future, real estate agents could be required to disclose to a seller or long-term renter the existence of a nearby STR. The California Association of REALTORS® may soon ask its Forms Committee to add a question to the Seller's Property Questionnaire: "Is your home across from or next door to a short-term rental?" If agents fail to disclose nearby STRs they know about, they could open themselves up to a lawsuit by unhappy clients who end up living next door to one.

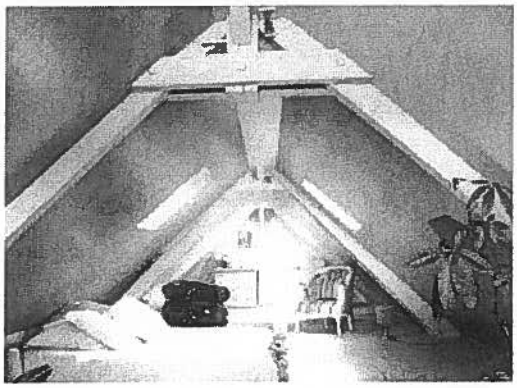
The real estate industry needs to take a stand to protect residential zoning laws against STRs. Without this protection, property values will decline and cause neighborhood stress and disruption. Real estate agents will have another obstacle to overcome in marketing properties and could expose themselves to liability. Saving our communities and protecting our property values is the mission of our industry. I have worked hard as a real estate broker to pay for my home of 29 years. I did not buy in a transient motel zone and do not believe that the profit motives of these short-term rental companies and a few property owners should be allowed to negatively impact my home's value, peace and quiet, and safety.

Center for Urban & Regional Studies
UNC College of Arts & Sciences

A Roadmap to Regulating AirBnB and Short-Term Rentals

Posted on March 26, 2015

by Mai Thi Nguyen, CURS Faculty Fellow



"Multicolore" by La Boirie is licensed under CC-BY-2.0.

March 26, 2015 — AirBnB, a company that started off helping the everyday man so that he could rent a bed in his home for a small fee to make extra income, has become a multi-billion dollar global business. AirBnB is a web-based service that allows residents—whether homeowners or renters—to rent a room or house to strangers. AirBnB and the many other web-based services that offer short-term rentals (STRs) have ushered in a cultural revolution in the way people shop for bedrooms and homes. While some argue that this is an example of capitalism at its best—two penniless entrepreneurs start a small company with a good idea and a few years later, voila, the company grows and develops into a successful global firm—the problem is that AirBnB and similar web-services don't always play by the rules and can harm communities if they are not appropriately regulated. Economists would call this a negative externality—transactions on AirBnB are imposing harm on other people living in communities and the people

involved in the transaction (e.g. AirBnB, hosts, and renters) are not paying the consequences.

Companies like AirBnB argue that tourists who visit cities and stay in an AirBnB accommodation contribute significantly to the local economy. While tourism does contribute to the local economy, these tourists may have otherwise stayed in a Bed & Breakfast (B&B) that was put out of business because of the rise of STRs. Critics of AirBnB charge that the company does not pay its fair dues in sales and occupancy taxes, unfairly competes with hotels and B&Bs that pay taxes and are heavily regulated, and take units out of the housing stock, thereby exacerbating affordable housing problems. Furthermore, AirBnB units often are not subject to or do not abide by health, safety, and building code standards and are often not monitored or regulated. Even basic safety standards, such as having smoke and carbon monoxide detectors are recommended but not necessarily required in an AirBnB rental.

In contrast, hotels and B&Bs must have an employee on site twenty-four hours a day, abide by city ordinances such as those related to parking and follow strict health and safety standards. Hotels and B&Bs also collect sales and occupancy taxes, while AirBnB does not (in North Carolina). Not playing by the rules allows AirBnB to keep their costs down and charge renters a lower rate than hotels and B&Bs. AirBnB and rental hosts share the profits while communities must deal with the consequences such as added traffic, noise, trash, and a parade of strangers coming in and out of the neighborhood. State and local governments have to manage the complaints and address violations, thereby costing valuable staff time and money.

Many cities around the country and in North Carolina are currently grappling with how to best address the rising number of STRs in their city boundaries. Based on my research on STRs in Asheville, North Carolina, I believe that it is imperative that cities regulate AirBnB as they do other lodging businesses. STRs should be considered commercial businesses, not residences, thereby making them a different type of land use and they should be regulated as such. Concentrations of commercial businesses, such as AirBnB, can negatively affect residential neighborhoods, induce unfair competition on

hotels and B&B establishments, and take valuable housing stock off the long-term rental market, thereby exacerbating affordable housing problems. Here are some ways that North Carolina cities could regulate STRs:

1) To reduce negative impact on residential neighborhoods, cities could:

- Step up enforcement of existing regulations, such as penalizing STR owners in residential zones;
- Create an ordinance change that differentiates STRs as a different type of land use (e.g. commercial) and then create of an overlay district designating areas of the city where STRs may not be located, such as residential neighborhoods;
- Charge a one-time only registration or permit fee to STR owners (in locations where the STR is a permissible land use);
- Develop additional standards for owners of STRs to minimize the negative effects of STRs in residential neighborhoods;

2) To level the playing field between B&Bs/hotels and AirBnB, cities could:

- Enact a registration fee and a yearly registration renewal fee for each STR, which will cover the cost of registration administration, inspections, and enforcement of regulations;
- Develop health and safety standards for STRs that are similar to B&Bs/hotels;
- Require that STRs have appropriate liability insurance;
- Work with State and County government to ensure that appropriate taxes (e.g. sales and occupancy taxes) are collected;

3) To reduce the impact on affordable rental housing, cities could:

- Set a cap on the number of STRs in each residential neighborhood if the STR is designated a different, permitted land use in that district; and

- Designate multi-family units used as STRs as a unique land use and regulate them more heavily to discourage conversion of long-term rentals or owner-occupied units to STRs.

One major benefit of separately permitting, tracking, and regulating STRs is that data on where STRs are located and changes in the supply and demand of STRs can assist city and state policymakers in tracking the impact of STRs on neighborhoods and housing prices. Unfortunately, at this time, cities are unable to track the number and location of STRs because listing sites do not provide exact addresses until a unit is rented and paid for.

It doesn't make sense that commercial businesses, such as STRs, are allowed to operate in our communities while local and state governments are not able to track them or identify owners. For policymakers, this makes it difficult to craft sound, evidence-based policies. Simple questions, such as how many STRs are in each neighborhood cannot be answered. Therefore, I encourage cities and states that are passing new regulation on STRs to consider ways to collect sufficiently detailed data that is not terribly onerous to maintain. This would allow policymakers to track and monitor the effects of STRs on their communities. A list of essential questions that should be asked of STR owners includes:

1. Owner Information: Name, street address, mailing address, email address, telephone number, and contact information for a local contact if owner is non-local.
2. Property Information: Name, street address, mailing address, email address, and telephone number of the person in charge.
3. The sales tax registration number from the North Carolina Department of Revenue required of all retailers responsible for paying sales taxes.
4. Are you renting 1) an entire home or 2) a room in your home?
5. What type of unit is it? 1) Single-family detached; 2) condo or townhome; 3) an apartment in a multi-family complex; other (please specify).
6. How many bedrooms are in the rental?
7. How many bathrooms are in the rental?
8. How many square feet is the rental?

9. How much do you charge per night for the rental?
10. What date did this become a short-term rental?
11. On average, how many weeks a year is your unit rented out?

AirBnB is only one of many online rental web services and this market is growing by the minute. It is clear that cities and states are struggling to regulate and manage these new businesses emerging from web-based services. I hope this post provides a roadmap for those local and state government entities who want to address the negative neighborhood consequences, level the playing field for other lodging businesses, mitigate the effects on affordable housing, and collect relevant data that will allow for informed and appropriate regulations in the future.

You can find a full report on Short-term Rentals in Asheville, NC at: http://www.scribd.com/doc/250599355/Study-on-short-term-rentals

Dr. Mai Thi Nguyen is an Associate Professor in the City & Regional Planning Department at UNC-Chapel Hill. She employs both quantitative and qualitative methods to examine problems related to social and spatial inequality, urban growth phenomena, the relationship between the built and social environments, and socially vulnerable populations. She is an expert in housing policy, community development, economic development, immigration, disasters, and urban growth phenomena (e.g. demographic change, sprawl, and urbanization). You can email her at: mai@unc.edu or call 919-962-4762 for more information.

St. George, Ut
5-16-16

RECEIVED
MAY 24 2016
ST. GEORGE CITY
CITY RECORDER'S OFFICE

Saint George Mayor Pike
and City Council members

We moved to Saint George eighteen years ago upon retirement.

We found "the Legacy" and fell in love with the area - we met members of our Church as well as others that were also retired. We have enjoyed each person that we have met. the activities that are held every few months are enjoyed by everyone.

Because of health problems we were unable to attend the City council meeting concerning the re-zoning of the Joshua's.

Why would you ever consider changing the zoning that was put in place at the beginning of "the Legacy Developement?
We never dreamed of something like rezoning would take place so someone could build homes for rentals.

I am sure each of you live in lovely and expensie neighborhoods.
How would you react and like some one to change the zoning and build rentals?

there are many other areas that rentals could be beilt. Don't destroy this wonderful Area.

We can only imagine what takes place in those rentals and the increase in traffic while many check out the neighborhood.

please leave our area alone - we don't want to see a devalue in our homes

you have no right to make that decision -

Wayne and Ann Christensen
[redacted]
St. George

thank you

Christina Fernandez

From: [redacted]
Sent: Thursday, June 02, 2016 1:50 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Rachel Munoz - www.sgcity.org

Message from Rachel Munoz [redacted]
Phone: [redacted]
Citizen Message:
RE: Case No. 2015-ZC-037

I am interested in the proposed ordinance change for the Joshuas, located along Tonaquint Drive. My number one concern is children's safety.

Child predators, sex offenders, are required by law to register whenever they are in the State of Utah for 10 days. If they move, they must update but the 10 days applies. Further, there are strict laws that prevent predators from living within protected zones, which includes proximity to schools.

The Joshuas are located quite close to Tonaquint Intermediate school. If they remain as currently zoned, no child predator could live in the protected zone and would have to register if his/her home fell outside of the protected zone. If, however, the Joshuas are rezoned, a predator could "vacation" just down the street from an Intermediate school without notifying anyone. No parent would have adequate notice, increasing the risk to every child attending the school at any given time.

My husband and I firmly feel that this is an unacceptable risk. We also firmly feel that any city representative that we will ever support will ALWAYS pick the safety of children ahead of finances, developers, and "growth." Please represent the best interests of our community's children and vote "no" on changing the zoning.

Thank you,
Hector and Rachel Munoz

Christina Fernandez

From: [redacted]
Sent: Thursday, May 26, 2016 10:52 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Dotty Picklesimer - www.sgcity.org

Message from Dotty Picklesimer [redacted]
Phone: [redacted]
Citizen Message:
Mr. Mayor,
It has come to my attention that the city council will be voting on Short Term Rentals in established Residential Neighborhoods on June 2nd, 2016 @ 5:00 pm.

Being an owner of several properties that I rent out annually, I am concerned about what this will do to my property values. And, as a board member of two Homeowner Associations, how will we keep the neighborhood nice with people coming and going that don't care about the area? It is hard enough to keep these neighborhoods cleaned up and vandalism down.

Mr. Mayor, I think the City Council needs to take into consideration how many people this will affect. The few that want to rent out their properties per night should purchase a hotel or motel in a commercial setting, not in an established neighborhood!

Thank you for your time. I will be attending the meeting on June 2nd.

Christina Fernandez

From: [redacted]
Sent: Thursday, May 26, 2016 7:30 AM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Donald Boshard - www.sgcity.org

Message from Donald Boshard [redacted]
Phone: [redacted]
Citizen Message:
It is unbelievable that you would even consider a daily rental for condos in residential areas. Maybe you should put in your back yard. I voted for you but if this passes, no more.

Christina Fernandez

From: [redacted]
Sent: Wednesday, June 01, 2016 3:29 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Chad Mortensen - www.sgcity.org

Message from Chad Mortensen ([redacted]
Phone: [redacted]
Citizen Message:
Mayor Jon Pike
City Manager Gary Esplin
Councilwoman Bette Arial
Councilman Ed Baca
Councilman Joe Bowcott
Councilman Jimmie Hughes
Councilwoman Michelle Randall
City of Saint George June 1 2016

Ref: 2015-ZC-037 Zoning Change

Dear City Leaders

As a resident of the Legacy neighborhood I would like to forward some of my concerns about the proposed zoning change to 'short term' rentals. I always expected homes to be built there, but homes that were consistent with the existing neighborhoods. I never would have expected a pool of 'short term' rentals being across the golf course from my home.

Concerns:
Traffic
Nonresident people in my neighborhood: cars, bicyclists, runners and walkers
Overflow parking for ATVs, RVs, and trailers
Overflow for occupants—up to 800 vacationers
Loss of views
Loss of property values (I was a four-year Director on a large Real Estate Association)
Light and noise pollution
Most of these concerns create a safety issue for my neighborhood.

Least we forget the recent recession. The first properties that will go into foreclosure will be investment , non owner occupied, properties. We will hit that cycle again. Travel is always the first thing to slow.

Decisions have been made recently to allow 'short term' rental development. Lets wait and see how these neighborhood turn out before we get too far down this path.

Lets put COMMUNITY before TOURISM.

Thanks for your participation in making our city great.

Sincerely,
Chad and Betty Jo Mortensen ([redacted]

Christina Fernandez

From: [redacted]
Sent: Tuesday, May 31, 2016 1:28 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Michael Millenheft - www.sgcity.org

Message from Michael Millenheft [redacted]
Phone: [redacted]
Citizen Message:
Case #2015-ZC-037 The Joshuas At Southgate

Dear Mr. Mayor:

As residents of the Legacy at Southgate, we are writing to advise you that we are adamantly opposed to the proposed zoning changes to the Joshua phases 2 and 3 at on the east side of Tonaquint Drive. We believe that this would cause a drastically negative impact on our quality of life and am concerned about the type of element this construction would draw to our currently quiet and peaceful neighborhood.

Of greater concern, however, is the probability that vandalism, theft, and the constant interruption of our peaceful and quiet enjoyment of our property will increase dramatically. We will have no control over who rents these homes or what rules they are given. We are also concerned about the influx of hundreds of unknown strangers so close to our Intermediate School and potential danger to our children as they walk to and from school. Of further concern is the dramatic increase in traffic that will cause congestion and potential hazards.

It is almost a certainty that this kind of development, if approved, will negatively impact the property value of our home and our ability to sell our home should there be a need. We relocated peaceful St. George last summer to retire in a quiet and safe environment. We further believe this development has the greatest probability to compromise our quality of life as new residents.

We also do not appreciate being threatened at the last Planning Commission meeting in an attempt to silence us as a group. This, in our opinion, was bordering on the infringement of our first amendment right of freedom of speech. It certainly appeared to those in attendance that a decision had already been reached prior to the meeting.

We urge you and all council members to grant us serious consideration of our grave concerns. I doubt that this development will provide any type of positive impact to the quality of life enjoyed by so many residents such as yourself.

Respectfully,

Michael and Judy Millenheft
[redacted]
St. George, UT 84770
[redacted]

Christina Fernandez

From: [redacted]
Sent: Monday, May 30, 2016 1:41 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Emma L. Osiecki - www.sgcity.org

Message from Emma L. Osiecki [redacted]
Phone: [redacted]
Citizen Message:
Dear Mayor Pike,

I am writing to oppose Case No. 2015-ZC-037. Please don't let Church Enterprises build short term rentals by the Joshuas. The road is already too busy and with the Tonaquint Intermediate school near by we fear for our children that have to walk home from school down the way.We also fear that would bring in alot of four wheelers and it would be a disaster to our beautiful surrounding.

Respectfully,

Emma L. Osiecki

Christina Fernandez

From: [redacted]
Sent: Friday, May 27, 2016 4:55 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Brent & Noralyn Peterson - www.sgcity.org

Message from Brent & Noralyn Peterson [redacted]
Phone: [redacted]
Citizen Message:
Dear Mayor Pike:

On June 2, 2016 the City Council Agenda is discussing under ORDINANCES, #C, Case No. 2015-ZC-037. If the zoning is changed it will become a locale of over 100 short-term rentals. Changing the feel, environment and community we enjoy living in. We ask you to carefully consider the negative effect this zone change would have on 100â€™s of current homeowners, the students of Tonaquint Intermediate School and the two church communities nearby.

Please do not change the zoning.

Respectfully,
Brent & Noralyn Peterson

Christina Fernandez

From: [redacted]
Sent: Friday, May 27, 2016 3:19 PM
To: Gary Esplin; Marc Mortensen; Shawn Guzman; Jon Pike; Christina Fernandez; Bette Arial; Michele Randall; Jimmie Hughes; Ed Baca; Joe Bowcutt; WebmasterGroup
Subject: Citizen Message from W and g sandberg - www.sgcity.org

Message from W and g sandberg [redacted]
Phone: [redacted]
Citizen Message:
With all our hearts and strength, we ask you to PLEASE not overcrowd and endanger our neighborhood with the addition of "THe Joshua's". The amount of space in this are will not safely and adequately accommodate the noise, traffic and congestion. We moved here 16 years ago for safety and serenity. PLEASE DO NOT DO THIS TO US

Woody and Gwen Sandberg. Yes we are senior citizens

Christina Fernandez

From: [redacted]
Sent: Friday, May 27, 2016 2:52 PM
To: Gary Esplin; Marc Mortensen; Shawn Guzman; Jon Pike; Christina Fernandez; Bette Arial; Michele Randall; Jimmie Hughes; Ed Baca; Joe Bowcutt; WebmasterGroup
Subject: Citizen Message from Dave Weeks - www.sgcity.org

Message from Dave Weeks [redacted]
Phone:[redacted]
Citizen Message:
Dear City Council Members, Mayor Pike and City Manager Gary Esplin, I would like to let you know that I am opposed to the Zone change and proposed Short Term rentals for the Joshua's subdivision. In addition to all of the negative things this potential zone change could bring I would like to mention just a few issues I have:
No On site Manager for issues/complaints/Management Not Master planned for this use.
Small Interior roads
No room for RV's, Campers, Boats and other recreational vehicles which will come.
Small amenities for such a large project.
Thank you for helping us keep our Residential community the same as when we purchased.

Christina Fernandez

From: [redacted]
Sent: Friday, May 27, 2016 2:35 PM
To: Jon Pike; Christina Fernandez
Subject: Citizen Message for Mayor Pike from Marc Raines - www.sgcity.org

Message from Marc Raines [redacted]
Phone: [redacted]
Citizen Message:
Dear Mayor Jon Pike,

Hi my name is Marc Raines, I own a home in this area in the Toniquint Valley Subdivision. I am writing in regards to the Public Hearing Item C: "Public hearing to consider changing the zone from R-3 (Multiple Family) to Planned Development Residential for phase 2 and amending the existing Planned Development Residential for phase 3 of the Joshuas at Southgate on 16.78 acres located along Tonaquint Drive north of the Southgate Golf Course. Church Properties, LLC." I know there has been considerable opposition to this development stating safety and traffic concerns. I would like to let you know that as a resident of this area I support this development and below are the reasons why:

1. The main travel corridor to this development will be Tonaquint Drive (5 lane arterial street). This road is currently operating at best guess is a level of service A the highest rating, meaning very low traffic volumes. I have lived in this area for 10 years and have yet to experience any traffic wait time for any reason. So I think the claims of the public streets not being able to handle the traffic volumes is ridicules.

2. As of right now this vacant parcel is unsightly and is undesirable to the area. This development would be an improvement to the area in this regards.

3. Currently the closest overnight rental properties are out in Sienna Hills in Washington off of exit 13. From time to time we have family that flies in from cross country to stay for an extended time and end up renting overnight rentals out in Coral Canyon. It would be nice to have a closer option for family to stay near our area. I think this development is perfectly situated to fit with the surrounding zoning.

4. As you can tell I don't subscribe to the "not in my backyard" mentality that run ramped in this area. Currently we have a lot of visitors that visit the area for the world renowned rock climbing and mountain biking just west of our development. It would be great for there to be a place for these people to stay near by instead of sleeping in cars, tents and travel trailers.

By profession I am a civil engineer that works for a engineering firm that is unrelated to this development, in fact our competitor is representing this developer and it would benefit my company if this development does not succeed.

I thought it was important to let you know that there is people in this area that welcome a development like this one.

Please feel free to mention these comments during the public hearing and you have permission to state my name as reference, I will not be able to attend due to prior engagements.

Thanks for your time and please consider this development for approval.

Sincerely,

Marjorie D Leaver
[redacted]
St George, UT 84770

May 31, 2016

Mayor Jon Pike
Members of the St. George City Council
Re: No. 2015-ZC-037 Joshua's at Southgate

Dear Mayor Pike and Members of the Council,

I am adamantly opposed to the proposed zoning change for the Joshua's at Southgate that will also allow short-term rentals. This is the wrong place for a short-term rental development, and I'm asking for City Council support as you make this important decision.

City Code 10-14-21 is very clear on the purposes of the regulations governing short-term residential rentals; at the top of the list is preservation of the existing character and property values of the community. It cannot be disputed that The Legacy and The Joshua's 2 & 3 are not compatible developments in terms of neighborhood character or goals of the residents. Not right vs wrong, just not compatible. The Planning Commission's efforts to force the two developments together reminds me of trying to impose a terrible arranged marriage upon an unwilling participant.

I know that you have received many letters on this issue, including the letter that I sent to the Planning Commission on May 6th. My opinions about noise, traffic, safety, the concept of commercial ventures in residential neighborhoods, management of short-term rental developments, property values, inappropriate use of the golf course etc. have been covered.

I would like to comment on some of the things that were discussed at the May 10th Planning Committee meeting.

Property Values

Many very experienced professionals spoke at the meeting about the impact to property values in the surrounding neighborhoods if the proposal for developing the Joshua's property is approved. In October 2015, before I knew anything about this zoning problem, Realtor David Whitehead, who is now marketing the Joshua's, prepared a thorough and thoughtful market analysis of my home. (I love St. George, but due to my age, I've been trying to decide whether or not I can keep my home at the Legacy, and David was referred by a friend.) My home is on the 14th green directly across the golf course from the proposed 2-story townhouses. David's market analysis states that "After running the comparables and adding in price adjustments for the features of your home as is, and **taking into account your home's beautiful view and golf course location,** I

figure the market value to be ...etc" David clearly understands that my view is very important to the value of my property. In the meeting and in a letter to surrounding homeowners, Mr. Church told us that moving all of the 2-story townhouses to the 14th green/15th tee box area was a great change for the benefit of The Legacy homeowners. The reality is that he just moved the problem. Single story patio homes have always been contemplated for this property and none of the proposed locations for 2-story structures won't obstruct the views of those at the Legacy.

The 20 two-story units (5 four-plexes) are all bunched together within a stones-throw of all of the homes on Legacy Drive and Uxbridge. Because the Planning Commission has authorized occupancy of 12 people/ 3 bedroom townhouse, this means that at the very least, on holiday weekends, during tournaments, races etc it is realistic to expect 240 people that we don't know occupying those 5 buildings. If this plan goes through, any competent appraiser will have to consider the negative impact on the value of my home of short-term rentals in such close proximity.

Golf Course and Tonaquint Drive as Buffers

Commissioner Fisher expressed his opinion that Tonaquint Drive and Southgate Golf Course provide a buffer for the permanent residents from any of the incompatibilities between a short-term rental development and the more traditional neighborhoods all around the Joshua's. I challenge this premise. The golf course may look like a barrier on a plat map, but it is certainly not a physical barrier and I would say the course actually entices visitors to cross property lines for any number of reasons – pursuing additional recreation space, parking at the Legacy and then cutting across the course to the Joshuas, mischief etc. Nor are the course and Tonaquint Drive sound barriers; from my patio I can clearly hear every word of the PA announcements from Tonaquint Intermediate School, which is .7 mile away. The course will not do anything to mitigate the added noise from a busy development less than 500 feet from my patio.

The Joshua's and Paradise Village at Zion

Mr. Church and the Planning Commission spent a lot of time at the meeting speaking about Paradise Village, as if *Paradise Village* was the project on the agenda. Every short-term rental project is unique. **The Joshua's are not Paradise Village at Zion. They are not comparable properties.**

Since the Planning Commission meeting, my daughter and I have made several trips to Paradise Village at different times on different days. Here is what we've observed:

a) Location :Paradise Village is not surrounded by established neighborhoods. It is basically out there surrounded by open space, with the exception of a school and one development that is either a) just starting up, or b) isn't selling. In the future, people buying in the

area will be able to do so knowing that they are purchasing near a short-term rental development.

b) Amenities: Paradise Village has lower density than the planned Joshua's, with less homes and significantly more amenities. Paradise Village has larger pools, water features, spas, clubhouse, exercise facility, volleyball, pickle ball, etc. It has more guest parking than required by statute, and wider streets than the Joshua's. And, the new Paradise Village at Zion 2 that has now been approved for 34 new units, will have amenities (a pool and restrooms) similar to the Joshua's 100 unit development, and a density of 4.1/acre, compared with 6.28/acre for the Joshua's.

   The Joshua's are proposing to have a pool (Mr. Church apparently has no idea what size), a spa, a splash pad, and restrooms to serve not only the 100 homes in Joshua 2 and 3, but also the homes in Joshua 1. In addition to not having a clubhouse as required by regulation, per the letter that Mr. Church sent to me on May 4, 2016, there will be 127 properties (65 homes in Phases 1 & II and another 63 in Phase III) using these amenities. Mr. Church stated in the meeting that even though homes in Phase I did not approve short-term rentals that the amenities would be available to them.

c) Occupancy and Parking: One evening about 7:00 pm, we saw lots of people enjoying the amenities, with the noise you would expect from that – not wild and crazy, but certainly noisy. Guests were not all families with children. There was a group of 10-12 young men on one of the patios that we could see from the road. The guest parking spaces were full, driveways parked up, and there were cars parked on both sides of the street, even though there are currently finished houses only on one side. There were trailers...some small and one very large one. I saw one unattended toddler heading toward the street that I kept an eye on until he backtracked to safety, still with no supervision in sight.

   That same night, we also drove through the existing Joshua's. Cars were parked on one side of the street. If cars had parked on both sides, the street would not have been passable.

Master Plans and Zoning Are Made to Be Changed and the Concept of Collateral Damage

Commissioners spoke about the City's Master Plan and existing zoning in a way that could be interpreted to be saying that the public must be naïve to rely on a Master Plan and regulations when making decisions about where we want to live. Seriously? Consistent zoning helps everyone; those who want to have many friends for their children or grandchildren want to be near a school;

people who want a slower pace of life look for that; people who want a short-term rental community look for that; someone who wants a Sun River type of lifestyle seek that out; people who want to keep horses look for that. The system works. Let's not forget that Mr. Church and property owners at the Joshua's bought their properties knowing what the zoning was. They had a choice.

There was also a comment made about detrimental impact of zoning changes just being "collateral damage and some would just have to live with it". Let's *also* not forget that we are real people, did our research and consciously chose the lifestyle at The Legacy, who are now faced with real quality of life and financial issues.

Legal Short-Term Rentals
Commissioner Wilkinson made more than one comment that the Joshua's project would provide legal short-term rental properties. Does this help the residents of the surrounding neighborhoods? She never elaborated on her position, so I'm guessing about why this is relevant. Changing the zoning on an unsuitable location doesn't change the fact that the location is still unsuitable. The key to a successful development is the right location.

Zoning Experiment?
I believe I heard a comment made that approving this location for short-term rentals was a bit of an experiment. And Mr. Fisher expressed concern that that if the Planning Commission did not approve the project that the City might look back some day and have regrets. The reverse argument is just as valid. Except, that if this "experiment" is a failure, the damage will have been done to the residents in the area. The horse will have left the barn.

Concerns – Planning Commission
Even when it is my opinion that some members of the Planning Commission may have made their decisions before this meeting even began, I respect those who have the different perspectives and opinions that I've tried to describe and respond to a above. And I appreciate the tremendous amount of time that each Commissioner commits in volunteer service to the City.

But there was also behavior that has absolutely no place in interaction between city officials (even those who serve as volunteers) and the public.

When 150 citizens show up to participate in a meeting, I would hope that this would be viewed as a good sign that the public is paying attention and wants to participate in the process. These issues are important and we hope that public opinion matters to those who govern. The condescending comments that two members of the Planning Commission directed towards the citizens of St. George at the May 10th meeting were offensive and unprofessional. To childishly reprimand the public for expressing support by clapping for a speaker,

and to threaten to use the power of their positions to vote against the position of the speaker as punishment, is not acceptable. If Commission protocol has certain expectations for participation, as Commissioner Fisher attempted to clarify after things were getting uncomfortable for all, these expectations should be made available before the meeting. But protocol needs to also accommodate the public's right to be heard.

After the vote to approve, I personally witnessed a member of the Planning Commission hugging and celebrating the vote with Mr. Church and his supporters. The ethical implications of this are astounding.

I understand that accommodating visitors and tourism is vital to St. George. But St. George is marketed as at least a 3-legged stool – a great place to raise a family, a great place to retire, and a great place to visit. Desire for short-term rental properties may last for the next 50 years, or it might fizzle out. None of us can predict what will gain favor next year or in five years. But I ask that you don't disenfranchise those of us who have chosen St. George to raise families or for retirement, have counted on the commitments made to us in the form of the Master Plan and long standing zoning regulations, and who have committed personally and financially to the growth, stability, and future of the City.

Thank you so much for your time and consideration.

Sincerely,

Marjorie D Leaver

Marjorie D. Leaver

Cc: Councilwoman Bette Arial
Councilman Ed Baca
Councilman Joe Bowcutt
Councilman Jimmie Hughes
Councilwoman Michele Randall

May 26, 2016

Case No. 2015-ZC-037
The Joshua's at Southgate
Zoning Change Proposal

St. George City Council
175 North 200 East
St. George, UT 84770

Attn: Jon Pike, Mayor
Bette Arial, Councilwoman
Joe Baca, Councilman
Jimmie Hughes, Councilman
Michelle Randall, Councilwoman
Gary Esplin, City Manager

RECEIVED
MAY 2 1 2016
BY: _____

Dear Mayor Pike & Council members:

I am writing to you as a long-time homeowner in the Legacy at Southgate housing development to express my opposition to the above referenced proposed zoning changes.

The building of 109 short term vacation rental units including five two-story four plex units within a few hundred yards of the Tonaquint Intermediate School presents a significant negative impact in the area. The safety of the students walking and/or riding to and from school is of considerable concern. There will be hundreds of short term vacationers travelling in and out of the streets and neighborhood with their RV's, boats, trailers and other recreational toys which brings up considerable student safety issues in this school area.

The proposed zoning changes will certainly alter and change the face and negatively impact the existing surrounding residential neighborhood housing developments. The area where my home is located has been a residential neighborhood for over 20 years. Other developments have occurred in more recent years, but have been similar residential type housing units.

Re-zoning to allow hundreds of short term vacation rental units in the near vicinity of the existing residential developments obviously creates potential consequences and concern for we as homeowners. Some specific concerns are:

Safety issues, Traffic issues, Number of people coming into a concentrated area, Additional recreational vehicles, boats, RV's and toys coming into the area. Another major concern would be the effect on property values on existing residential housing units. I would expect that values would be effected negatively as property values would probably go down as the result of the proposed zoning change to allow these short term vacation rental units in the area.

Again, I oppose the zoning changes that have been proposed for the Joshua's at Southgate, Case No. 2015-ZC-037

Thank you for your consideration.

Glade & Merlene Nipon

[redacted]

St. George, UT. 84770

5.25.16.

John Willis
Planning & Zoning Manager
City of St. George

Dear Mr. Willis

We understand the rights of a property owner. But when there is this much opposition will you please allow the homeowners their rights also?

Jonaquin is the wrong place for this kind of an operation!

Please respect the zoning laws they have a purpose.

Respectfully
Donnie Hacking
[redacted]
St. George, Ut.
84770.

RECEIVED
MAY 2 1 2016
BY: _____

May 23, 2016

John R. Willis
Planning and Zoning Manager
City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mr. Willis,

This letter is a follow-up to our previous letter of May 3, 2016, to you, the mayor, and City Council members with regard to the General Plan zoning and short term rental standards Case Number 2015-ZC-037 that proposes to rezone The Joshuas, Phase 2 from R-3 to PD-R and to amend the existing PD-R for Phase 3, as well as to allow short term rentals for proposed and existing units for Phase 2 and Phase 3.

The following paragraphs describe our understanding of past and future development of The Joshuas:

Prior to June 17, 1999 (the last year of City Council Minutes archives), the City Council approved a zone change for The Joshuas, Phase 1 from an "assumed" R-1-10 Single Family Residential zone to an R-3 Multiple Family Residential zone. This zone change was most likely approved with no public comment, allowing the developer/contractor to propose construction of nine dwelling units per acre rather than of four dwelling units per acre.

On October 7, 1999, the City Council approved the final plat for "The Joshuas at Southgate, Phase 1."

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On February 4, 2016, a City Council public hearing was held in order to consider amending the General Plan from Low Density Residential to Medium Density Residential on 20.43 acres generally located on Tonaquint Drive (The Joshuas). This amendment was necessary so as to change the General Plan to "correct" the land use for existing Phase 1 and Phase 2 ("General Plan clean-up") because The Joshuas, Phase 1 and Phase 2 plats had been approved in a low-density area. THE AMENDMENT WAS APPROVED WITH NO PUBLIC COMMENT.

We understand that Church Properties LLC acquired The Joshuas in 2015 at a foreclosure auction. Now, Church Properties LLC is requesting approval for short term rentals to hopefully sell investment lots, turning The Joshuas into a commercial venture. In a letter to "Dear Neighbors" from Corbin Church, he stated, "The Joshuas is a subdivision that has long been plagued by the inability of residents/owners to sell their homes/lots. The evidence of this problem includes the numerous vacant lots, high percentage

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MAY 2016
BY: _____

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If any of our previous comments are incorrect, please enlighten us!

After careful review of the current St. George General Plan and Short Term Lease of Residential Properties requirements, it is our opinion that the proposed zone change and amendment of the PD-R zone are INCONSISTENT WITH THE PUBLISHED CITY PLANNING GUIDELINES.

In summary, for PUBLIC COMMENT, we are OPPOSED to the two-story townhouses that include four units in a single building and the short term rentals. PLEASE KEEP THE JOSHUAS A FAMILY RESIDENTIAL DEVELOPMENT.

Thank you for responding/considering our questions/concerns,

Neal W Bennion
Carolyn Bennion

Neal and Carolyn Bennion
[redacted]
St. George, Utah 84770
Cell phones: [redacted]
E-mails: [redacted]

cc:
Mayor: Jon Pike
Councilwoman: Bette Arial
Councilman: Ed Baca
Councilman: Joe Bowcutt
Councilman: Jimmie Hughes
Councilwoman: Michele Randall
City Manager: Gary Esplin

May 25, 2016

Community Development Department
City of St. George
175 East 200 North
St. George, Ut 84770
Case No. 2015-ZC-037

To Whom It May Concern:

I strongly oppose the proposed short-term rental project of 109 units in the Tonaquint area. Let's stick to the St. George Master Plan in which the Joshuas is zoned as a residential community.

We, residents of this area, have lived here for many years believing that it would remain as planned. With this change in zoning, our pleasant, quiet community will be invaded by hundred of strangers daily, and the already congested traffic on Tonaquint Road (which will increase with the recent approval of rental units in the Bloomington Country Club and is only a mile or so away). Isn't that enough rentals in our area? We can expect a resort or motel type atmosphere to be present if this zone change is approved, with visitors having to travel miles to find grocery stores or restaurants.

We respectfully ask you to please consider the impact on our community if approval is given. "Saving the Joshuas" or the dollars which would be generated as a result of a zone change should not be the prime reason for making this change. We who live here would very much like to keep our wonderful place of residence stable.

Sincerely,

Beatrice Weaver

Beatrice Weaver
[redacted]
St. George, Ut 84770

RECEIVED
MAY 31 2016
BY:

Community Development Department
City of St George 175 E 200 N
St George Ut 84770

Regarding the proposed zoning change 2015-ZC-037 for the Tonaquit area.

We are apposed to the proposed change as it would only benefit the developers. This change would lower our property values and put school children in danger at the local school.

Developers often try to change the zoning after the fact. They take the money and move on and we are stuck with the negative results. **They understood and agreed to the zoning when they purchased the property and should be held to that standard.**

Jim and DeLauna Lucchetti
[redacted]
St George Ut 84770

[redacted]

[redacted]

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MAY 2 4 2016
BY: _____

Morley & McConkie LC

REAL ESTATE APPRAISALS, CONSULTING & FEASIBILITY STUDIES

May 24, 2016

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

RE: Case #2015-ZC-037
Proposed Zone Change for the Joshua's at Southgate Phase 2 and 3

To Whom It May Concern:

A proposal for a zone change to allow higher density residential land use in phases 2 and 3 of the Joshua's together with short term rental for recreational rental has been proposed. While I am not opposed to limited nightly rentals in residential neighborhoods, subdivisions targeted for that specific use can have a negative impact surrounding neighborhoods.

I believe that allowing a higher density zone change for Joshua's Phases 2 and 3 together with the short term recreational rentals could have a negative impact on the adjoining Legacy Townhouse subdivision. The Legacy has developed as an attractive primary and second home subdivision built around the Southgate Golf Course where many of the owner are retired.

My concerns with higher density approval, together with allowing short term recreational rentals, is that it introduces a quasi-commercial neighborhood component into what is otherwise an established, mature residential neighborhood. The roads in the subdivision are 30 feet wide with minimal additional parking provided. Typically, areas that cater to the short term recreational rentals put a much higher parking demand in an area as often more than one family rents the property for a weekend retreat. Not only are there more vehicles, but often the vehicles involve large trucks with boats and ATV's to take advantage of the areas recreational spaces. By allowing higher density, minimum parking with private roads together with short term recreational rentals would put an undue burden on the neighborhood and has the potential to affect the marketability of the homes in the adjoining subdivision.

I am not opposed to short term rentals, nor high density housing. However, I believe there are areas within the city that are better suited for proposed land uses associated with The Joshua's than in an established residential neighborhood. My concern is that the existing home owners in the neighborhood could potentially pay the price of lower property values over time by allowing what seems to me to be an incompatible land use into an area that was master planned for detached single family residential housing.

Respectfully,

Morley & McConkie, LC
Craig Morley, MNAA, GAA

cc: Arthur L Partridge

393 E. RIVERSIDE DR. SUITE 102 ST. GEORGE, UT 84790 (435) 673-7720 FAX (435) 673-7718

May 31, 2016

Honorable John Pike
Mayor
City of St George
St George, Utah 84770

Re: Case No. 2015-ZC-037

Dear Mr. Willis,

I am writing to voice my strong objection to the proposed zoning change to Phase 2 and 3 of the Joshuas located on the east side of Tonaquint drive.

When I invested in my home in The Legacy 18 years ago, I did so with some assurance that future homes contiguous with The Legacy, would continue to be zoned as single story residential homes. Monte Ough was quite candid when he said we could plan on future homes being built on the opposite side of the fairway, but they would be one story residential homes.
I am opposed for the following reasons.

1. Short term vacation rentals are glorified motels with individual units and are incompatible with the surrounding community.
2.There will be a significant increase in traffic on Tonaquint and the ajoining streets.
3. Parking of trailers, motor-homes and recreational vehicles on the local streets.
4. There will likely be problems with drinking and party noise after 10:00 pm. with it's attendant vandalism and theft.
5. The value of my home and property will be adversely affected for the financial gain of Corban Church and his investors.

Sincerely,

Dr Bruce Molen

Dr. Bruce Molen
[redacted]
St George, Ut

May 31, 2016

Mayor Jon Pike

175 E 200 N

St. George, UT 84790

Re. Case No. 2015-ZC-037

Dear Sir,

I am writing to object to the proposed development by Church Properties, LLC, to construct over 100 units just west of the Legacy development on Tonaquint Drive to be used for "short tem rentals."

I live in the Legacy on the Southgate Golf Course directly opposite the proposed development. I am concerned about the probability that vandalism, theft, and the constant interruption of our peaceful and quiet enjoyment of our property, will increase dramatically.

I am also concerned about the negative impact this kind of development will have on my home value and the ability to sell my home.

Last, but not least, I am concerned that I will lose the outstanding view of Snow Canyon that I have enjoyed for the past 17 years, particularly since two story homes have already be built on the south side of the Joshua Ridge.

I implore you to please not add your vote of approval to this project. The permit must be denied.

Sincerely,

Julie Molen

Julie Molen

[redacted]

St. George 84770

Dear JON PIKE

I am mailing you this letter to express my deep concern regarding The Joshua Project. I understand that
Church Properties LLC would be constructing over 100 units west of Legacy on Tonaquint Drive to be used
as short term rentals. I have lived in Legacy for 20 years. I bought there because of the beautiful view and it
is a quiet community. I like to sit on my patio at night and relax and enjoy the peace and quiet. I do not want
to look across the golf course to see and hear people and pets making noise. This will not fit into our quiet
community I live in and enjoy. I am also concerned about all the traffic this will bring. Where will these part time
strangers park their RV's, trailers, and boats? How many of these visitors will play on the 14th and 15th fairways
at the end of the day? Where will their pets run and will they clean up after them? If I was out of town for a few
days or longer I would worry about theft and vandalism. I feel this project will have a negative impact on the value
of my home and the ability to sell it. Please, please do not approve this project.

Thank You, Referance Case # 2015-ZC-037

Jim Freeze

Jim Freeze

May 23, 2016

John R. Willis
Planning and Zoning Manager
City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mr. Willis,

This letter is a follow-up to our previous letter of May 3, 2016, to you, the mayor, and City Council members with regard to the General Plan zoning and short term rental standards Case Number 2015-ZC-037 that proposes to rezone The Joshuas, Phase 2 from R-3 to PD-R and to amend the existing PD-R for Phase 3, as well as to allow short term rentals for proposed and existing units for Phase 2 and Phase 3.

The following paragraphs describe our understanding of past and future development of The Joshuas:

Prior to June 17, 1999 (the last year of City Council Minutes archives), the City Council approved a zone change for The Joshuas, Phase 1 from an "assumed" R-1-10 Single Family Residential zone to an R-3 Multiple Family Residential zone. This zone change was most likely approved with no public comment, allowing the developer/contractor to propose construction of nine dwelling units per acre rather than of four dwelling units per acre.

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We understand that Church Properties LLC acquired The Joshuas in 2015 at a foreclosure auction. Now, Church Properties LLC is requesting approval for short term rentals to hopefully sell investment lots, turning The Joshuas into a commercial venture. In a letter to "Dear Neighbors" from Corbin Church, he stated, "The Joshuas is a subdivision that has long been plagued by the inability of residents/owners to sell their homes/lots. The evidence of this problem includes the numerous vacant lots, high percentage

of homes being rented and lower-than-market closing prices" (May 2016). IF CHURCH PROPERTIES LLC CAN SUCCESSFULLY CONSTRUCT DWELLING UNITS AS THEY CLAIM ON BLUE CLAY SOIL, WHY CAN'T THEY CONSTRUCT A FAMILY RESIDENTIAL DEVELOPMENT? ARE SHORT-TERM RENTALS THE ONLY WAY TO SAVE THE ILL-FATED DEVELOPMENT OF THE JOSHUAS?

Apparently, Church Properties LLC must construct 20-unit townhouses (five, two-story townhouses with four dwelling units each) alongside the Southgate Golf Course in order to comply with the Short Term Lease of Residential Properties requirements for a minimum of 100 dwelling units. IS THIS AN APPROPRIATE SOLUTION ADJACENT TO THE SOUTHGATE GOLF COURSE?

If any of our previous comments are incorrect, please enlighten us!

After careful review of the current St. George General Plan and Short Term Lease of Residential Properties requirements, it is our opinion that the proposed zone change and amendment of the PD-R zone are INCONSISTENT WITH THE PUBLISHED CITY PLANNING GUIDELINES.

In summary, for PUBLIC COMMENT, we are OPPOSED to the two-story townhouses that include four units in a single building and the short term rentals. PLEASE KEEP THE JOSHUAS A FAMILY RESIDENTIAL DEVELOPMENT.

Thank you for responding/considering our questions/concerns,

Neal W Bennion
Carolyn Bennion

Neal and Carolyn Bennion
[redacted]
St. George, Utah 84770
Cell phones: [redacted]
E-mails: [redacted]

cc:
Mayor: Jon Pike
Councilwoman: Bette Arial
Councilman: Ed Baca
Councilman: Joe Bowcutt
Councilman: Jimmie Hughes
Councilwoman: Michele Randall
City Manager: Gary Esplin

June 2, 2016

Ref: Case No 2015-ZC-037- Zone change for Joshua 2 & 3

Dear Mayor Pike, and city council members Esplin, Ariel, Baca, Bowcutt, Hughes, Randall

The P/Z hearing took a long time, and didn't provide proper input from those opposed, as the presenter was at the microphone most of the time, answering committee questions with non-factual statements. The opposition was not allowed a return mike visit. Therefore, I will be brief, to the point and factual.

The proposal for short term rental development has merit, is popular, and has a place in St. Geo. This is evidenced by the recent approval of rental developments at Bloomington Golf Course, Entrada, and Little Valley. The approval of two more 3-5 story hotels adds to that market, helping to fill that need.

The Joshua project is worthy of inspection; however, for reasons identified below is not a good project, or a comfortable community choice at this location. Instead of providing room to grow, the boundaries and requirements are restrictive. This significantly creates problems as it does not allow for:

Appropriate size amenity and it's parking: A medium sized pool, splash pad, rest room, some seating is not an adequate amenity for 800-1,000 people. The parking spaces allocated are not nearly adequate for amenity parking. There are 5 spaces for Joshua 3, 9 spaces for Joshua 2; but realize that these spaces are going to be used for off street parking by owners/renters who have more cars that driveway space.

When the amenity gets too crowded or for a change of venue..... "let's go to the grass playground" which is THE GOLF COURSE. The fairway has no buffer to keep owners/renters inside Joshua property, or anyone outside Joshua from coming from the course onto the property. That includes families/children and dogs pooping the fairway. I spoke with Colby, Ken and Mark, face to face, who identified the 15th fairway as a present and certainly a future serious concern. The developer said it was not a problem.

Adequate Parking off the street for standard vehicles has only 21 guest parking slots – which are not RV spaces. That's not nearly enough. Patio houses sleep 8, Town houses sleep 10 & 12. That rounds low to 850+ beds. That doesn't count the sleeping bags which can't be monitored or policed. 800-1000 people = 400-500 cars, plus pull trailers, 4 wheeler/motorcycle/bicycle trailers. Each unit can house 4 passenger cars- 2 in the garage, 2 in the driveway (what a parking lot mess that is), which totals just above 400 passenger cars. Where are the additional 100 passenger cars going to park? Additionally, where are the trailers, boats, mobile homes supposed to park? There is no space within Joshua to create such parking space, and who wants to have to drive any distance to get to these toys, as was suggested by the developer. There is no larger RV parking available within the development, and no space to develop any. Present common areas are small odd shaped, and street ends; not available for parking anything. Doing any of that would eliminate the required common area grass space. This was the suggested solution by the developer when controlling the mike, stated, we'll find parking "somewhere else".

At the hearing the PZ committee stated several times this Joshua project has merit because it had natural buffers on two sides.

Tonaquint Drive is a buffer, even with a school, church, learning center and rest home across the street. There is a wall the full length of the property on Tonaquint Drive. One PZ member said she traveled Tonaquint the other day, and found it without traffic problems. I travel Tonaquint Drive to the round-about, then West on 600 West to Dixie Drive 3 times nearly every day. In the morning and again at 3:00 pm there are 8 school buses and 40 family cars traveling the one lane round-about and the one lane 600 West. I usually count 8-12 cars backed up at the traffic light in each direction depending on the time of day. It often takes two lights to get through, even with a left only light. From 3:00 pm to 7:00 pm the traffic is HUGE on Dixie Drive, spilling onto 600 West, and the round-about, which services the whole Southgate hillside.

Joshua would add 400 – 500 cars day and night as they come and go to recreate.

The Golf course is NOT a buffer. There is no wall, or any ground elevation difference to speak of, that separates Joshua property from the fairway. The fairway becomes a playground for families and pooping dogs. From my Legacy patio in April, I watched a softball game, some multi family fun runs and 3 dogs chasing Frisbees on the fairway, in one evening. The golf course is definitely not a buffer. Why create a problem for Legacy owners, golfers, the course and even Joshua owners/renters with trespassing?

Legacy, Tonaquint Terrance, Mesa Palms plus all the Southgate hillside are choice established residential locations, enhanced by a beautiful golf course. ¾ of these homes are over 20 years old. Legacy Drive includes 14 widows, widowers and handicapped older folks. Their homes, along with all 50 homes that face Joshua, are susceptible to damage & theft by Joshua 1-3 day renters coming across the golf course.

It makes no sense to interrupt and complicate this comfortable, established residential setting with a rental business that adds 1,000 people, 500 cars plus multiple motor homes, trailers, razors, motor bikes etc. This is especially true when the development is short on parking, loud on noise, extreme on vehicle use and inadequate on control of renters. The developer said the owners, (few in number) would police the neighborhood and keep it quiet, safe, controlled. REALLY???? Who is going to knock on the door of a house occupied by 1-3 day renters, and tell them to move their car off the street or be quieter?

The conflict is between one-two developers who stand to gain financially, with 1000 new owner/renters who recreate and are gone in 1-3 days; and a whole community of several hundred home owners who purchase/maintain their property so they can continue to enjoy a quiet, safe, comfortable lifestyle, while paying taxes, voting and contributing to the St. George character.

JOSHUA AS PROPOSED IS A GOOD IDEA ; HOWEVER, NOT IN THE LOCATION SUGGESTED.

IT IS OUT OF PLACE WITH NO ROOM TO IMPROVE, OR EXPAND TO MEET EVEN CURRENT NEEDS.

WISDOM SUGGESTS A DIFFERENT, MORE APPROPRIATE, LOCATION FOR THIS DEVELOPMENT.

Jim, Linda

Our best regards,

Jim/Linda Kemp - 20 year Legacy (6 month seasonal) owners

[redacted]

May 25, 2016

Mayor Jon Pike
175 East 200 North
St. George, UT 84770

Re: Case # 2015-ZC-037

Dear Mayor Pike,

My husband and I bought our home on Legacy Dr. 19 years ago on the 14th Green. I attended the Planning Commission meeting on May 10, 2016, and came away very disappointed with the Commission's acceptance of Corbin Church's proposal for a Zone change in the Joshuas, bordering Tonaquint Drive, and adjacent to the golf course. I owned and managed a large Real Estate Company for twenty-three years in Northern California, so am familiar with 'supply and demand' of economic needs. Zoning has always been a big issue. I have witnessed the ramifications of improper zoning. When we bought here, the building and development of The Legacy was an important consideration for us. The proposal of 'one night rentals' in my backyard threatens not only my safety but also the peace and quiet of my neighborhood!

I am now 83 years old, a widow and am disabled. I have enjoyed and appreciated good neighbors and friends where I live. I could literally stand in my back yard and throw a rock, hitting the proposed 'rental property'! So much for the 'buffer' Mr. Church spoke of. With the zone change that is proposed it would give easy access to the golf course and the 'private' streets in The Legacy. Our streets are 'private' because the City of St. George refused to accept them because they claimed they were too narrow. There is an obvious lack of 'enough property' for them to build adequate parking facilities in the Joshuas.

I am asking for your consideration of the overall ramifications of this zone change for law abiding residents who have relied on the City Council officials to uphold and honor the City Ordinance requirements. If you allow this change you will be negatively affecting many lives.

Launer M. Davies
[redacted]
St. George, UT 84770

May 24, 2016

Case No. 2015-ZC-037

Dear Mayor Pike;

We are writing to express our opposition to the proposed zoning changes at the Joshua's subdivision along Tonaquint Drive north of Southgate Golf Course. We live at The Legacy which is next door to the proposed addition to the Joshua's.

We attended the City Planning Commission meeting on May 10th and although Mr. Church did his best to answer the concerns of the public in attendance, his answers were unrealistic.

One of our concerns is the parking situation of RV's and boats the visitors renting the units bring with them. Mr. Church stated he has talked to storage facilities in the area where these things can be parked on a short term basis. So the visitors will incur charges to park their toys in addition to the short term rental fees not to mention the inconvenience.

Another concern is the short term rental owners will use various off-site property managers to manage their units. There will be no one on site available to contact in the event of excessive noise, vandalism, trespassing, stray pets, unauthorized use of the golf course etc. When asked who would enforce the rules, CC&R's etc., of these short term renters, Mr. Church replied "the homeowners would". Really!

We live on Uxbridge Drive and will be next to this zoning change if approved. Mr. Church said he plans on opening Uxbridge as an access to the Joshua's. This would greatly impact the quality of our residence. Short term rentals are not conducive to this area. The surrounding area consists of The Legacy residential community and largely owned by senior citizens, The Beehive Assisted Living Care facility, Churches, school and the high end homes in Tonaquint Terrace. They would all be adversely affected by short term rentals.

What is the purpose of rezoning the Joshua's development? Is it because St. George needs more short term rental properties? If so, there are acres and acres of land not sitting in the middle of residential homes that would be better suited. OR IS IT TO BAIL OUT A DEVELOPER WHO MADE A POOR INVESTMENT?

We feel the elected officials such as yourself need to be more concerned with the quality of life of the long term residents who live in St. George and invested in residential communities to raise their families or retire. Not to mention vote. The enclosed article in the Spectrum on Sunday May 8th says it all!

Respectfully,

Steve Cudeck

Melanie Cudeck

Steve & Melanie Cudeck

From: **Susan and John Maier**[redacted]
Subject: Joshua Zoning. Case No. 2015-ZC-037

May 26, 2016

Mayor: Jon Pike
City Manager: Gary Esplin
City Council Members: Bette Arial, Ed Baca, Joe Bowcutt, Jimmie Hughes, Michelle Randall

We are writing in opposition to Case #2015-ZC-037, concerning re-zoning Joshuas 2 & 3 from residential to short term rentals.

On the surface, it looks like a worthy project, but there are several reasons this should be rejected.

1) the units are too close together with little or no landscaping in the development. With 109 potential units there could be much congestion and noise, especially in the pool areas. This would not be ideal for renters. Air conditioners would be a noise hazard.
2) There would be inadequate areas for parking cars and/or RV's.
3) Many units are close to Tonaquint Dr. & will hear traffic , which is increasing.
4) Whatever develops across Tonaquint Dr. will affect the project, such as lights and noise. Hopefully it will be residential and not a park or shopping center.
5) The logistics of cleaning services, from several different agencies, could be a problem , as there are several renting agencies involved, as part of the business model explained to us.
6) There will be major problems with garbage disposal. Who will set out the cans on pick-up day? This will lead to unsanitary conditions. Dumpsters would not be a good alternative.
7) There could be a problem with liability coverage. Who bears the responsibility? unit owners, developer, management companies or home owners association?
8) Not every business venture is successful, even trying to salvage Joshuas 2 & 3 from slow development, by a good business person. If this venture fails (not enough renters) there would be a huge problem in resale , therefore real estate values could fall, especially in the current Joshuas.
9) This area is not convenient to restaurants, shopping or groceries. This area is residential ,where homeowners value quiet and privacy!

10) There is ample undeveloped land in the Washington County area to develop such a project, with more space and renters would have access to parking, accessibility to stores and recreation.
11) There is a limit to how many short term rental units are needed. St. George has several motels and hotels, and new ones being developed, which are all closer to Snow Canyon and Zion Park.
12) It would be difficult to regulate this development and make sure the proper taxes are collected and submitted to the proper destinations.

For the above reasons and perhaps others, we request you, the City Council of St. George to deny this request.
Let's keep the Bloomington and Southgate golf course area, purely residential, including The Joshuas.
Thank you.
Sincerely yours,
John and Susan Maier
[redacted]

W. BARNEY GOGARTY & ASSOCIATES, INC.
W. BARNEY GOGARTY, PRESIDENT
[redacted]
St. George, UT 84770

Mayor Jon Pike
175 East 200 North
St. George, UT 84770

Case No. 2015-ZC-037

Dear Mayor Pike:

When I moved to St. George in1000 and built my home, I selected the lot and area because the zoning, which I took as a contract with the city, was for R1-10 (Single Family Residential 10,000 square feet minimum lot size). The area to the east of me has built up with large, higher priced homes. To the west I watched as the Legacy subdivision a planned unit development finished it's built up around the Southgate Golf Course of smaller, medium priced single family residential homes. Then came Phase 1 of the Joshuas with its even smaller, lower priced single family residential homes The key in these three projects that all include only single family residential homes. The developer is asking to rezone and build 109 short term vacation rentals. Rentals are commercial property and in no way fit into the life style or activities of the surrounding area of single family residential homes.

I attended the Planning Commission hearing in opposition to this project. The 109 rentals will have a capacity of over 800 people and the increase caused by their automobile traffic will create a real night mare at the traffic circle connecting Tonaquint Drive and 600 West. One of the Planning Commission members kept saying that he felt good because the project was buffered between Tonaquint Drive and one of the fairways of the Southgate Golf Course. I thought he needs to look at a map; this is no buffer. In reality the proposed commercial project is simple being dropped into a totally residential area. Other problems include (1) at present there is only one road available into and out of the project area, (2) the number and kind of amenities are not up to code, and (3) the commercial project in this area may violate the Master Plane already approved by the City. At the end of Public Hearing portion of the meeting, each of the six members of Planning Commission discussed their feelings about the project. During the next one and a half hours, each of the six members said at least once and sometimes more once that they had some difficulties with the project. Surprisingly when they voted only two of the members voted against approving the project.

As I understand the basics of the zoning laws, they are designed to encourage compatible land uses to locate close to one another and away from incompatible land uses. Residential land uses are thought to be best located next to other residential uses and away from office and commercial uses. Please do not approve the zoning change for Phase 2 and Phase 3 Joshuas Projects. The two story condominiums will be a golf hazard and an eye sore to those in his project and all who live in the surrounding areas.

Thank you for your consideration of this matter,

W Barney Gogarty

W. Barney Gogarty, Ph.D.
[redacted]
St. George, UT 84770
[redacted]

May 25, 2016

Dear Mayor Pike,

We are writing with great concern about Case No. 2015-ZC-037, The Joshuas at Southgate, to be decided at the June 2nd council meeting. Since we are out of town on that date we wish to let you know by mail of our deep concerns about the proposed zoning changes being considered at The Joshuas at Southgate. We live in the Legacy development right next to the Joshuas. We bought our home sixteen years ago and before doing so we checked the zoning for the areas around the Legacy development. We invested our money in a home that was in a neighborhood zoned for single family homes. It has been a very pleasant neighborhood for these past sixteen years. There have been favorable additions to the neighborhood in the past sixteen years such as two churches, a school, and the whole Tonaquint development which were all conducive to family living.

We are very concerned that the City Council would now consider such a major alteration to the zoning of this area. One hundred and nine short term overnight vacation rentals right in the middle of family housing and next to a school with young children is a very bad plan. The idea to allow a transient population into a family neighborhood is not sound. Overnight renters care nothing about the neighborhood. They are there to have a good time, which is fine, but they need to be staying at a motel that is equipped to handle short term stays. At least a motel has an onsite manager to oversee the behavior of its guests. What would college and high school spring breaks be like with a few hundred plus young people in the neighborhood looking to party and have a good time? And then there are all the many other draws to our beautiful area that bring hundreds of vacationers to St. George every weekend. Our Legacy HOA does not allow short term rentals for that very reason. And we don't want you to change the atmosphere and safety of a very lovely neighborhood by allowing this to happen.

The traffic is another great concern. Parking is very limited in the Joshuas. If three or four families decide to come to St. George, rent a house for the week and bring their boats, motorcycles, or ATV's, where will they park all their vehicles? Times this by 109 and you can imagine the situation. You can't plunk a resort atmosphere in the middle of family housing and expect a good result.

It is very unfair to the hundreds of people who have invested their money in homes and settled in this lovely neighborhood to allow Church Properties LLC, all for the sake of money, to totally change the atmosphere of the area. Church Properties LLC should build single family homes for which the property was zoned when they purchased it.

PLEASE DO NOT APPROVE A ZONING CHANGE FOR PHASES 2 AND 3 OF THE JOSHUAS.

Thank you very much for your consideration and the work you do in keeping St. George the wonderful area it is to live and raise families.

Sincerely,

Ronald Stucki

Ron Stucki

JoAnn Stucki

JoAnn Stucki

[redacted]

St. George, UT 84770

[redacted]

April 11, 2016

Dear members of the St. George City Council and Planning Commission:

Since none of our family can be at the zoning hearing concerning the property near Legacy and The Joshuas, we asked Evelyn Cardon, our next door neighbor, to present this letter to you.

We object to the proposed zoning change as we value the quiet, peaceful way of life in Legacy. It's one of the reason's our parents bought the home at 759 Chippenham Court in the 1990s.

Increasing the density will disrupt the tranquility in our neighborhood with more traffic and commotion. Ii will also decrease the value of our already-purchased property.

The owner/owners of the property near Legacy and The Joshuas were aware of the current zoning when that property was purchased. They were knowledgeable.

These owner/owners expect to receive greater return on their project by making it of higher density.

What would be the benefit received by present home owners of Legacy? We fail to see any.

Sincerely,

Nathan Leon Pace by Maurio Fischbeck

Nathan Leon Pace, Manager

Maurio Fischbeck

Maurio Pace Fischbeck, Manager
Monterey Carrier Investment, LLC

Managers of the family limited liability corporation which owns property at 759 Chippenham Court since the deaths of our parents in 2000/2012.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY REZONING 'THE JOSHUAS AT SOUTHGATE' PHASE 2, FROM MULTIPLE FAMILY RESIDENTIAL (R3) ZONING TO PLANNED DEVELOPMENT RESIDENTIAL (PD-R) ON APPROXIMATELY 6.73 ACRES, AND AMENDING PHASE 3, PLANNED DEVELOPMENT RESIDENTIAL (PD-R), ON 11.23 ACRES LOCATED TO THE NORTH EAST, AND APPROVING SHORT TERM RENTALS
(The Joshuas' – Short Term Rentals)

WHEREAS, the property owner has requested a zone change from R-3 (Multiple Family) to PD-R (Planned Development Residential) for Phase 2 and as amended on approximately 6.73 acres, and also amending the existing PD-R for Phase 3 on approximately 11.23 acres, for a total of approximately 18 acres; and

WHEREAS, the City Council held a public hearing on this request on June 2, 2016; and

WHEREAS, the Planning Commission recommends approval of the requested zone change; and

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from R-3 (Multiple Family) to PD-R (Planned Development Residential) for Phase 2 on approximately 6.73 acres, and amending the existing PD-R for Phase 3 on approximately 11.23 acres, for a total of approximately 18 acres. The property is more specifically described on the attached legal description, Exhibit "A," incorporated herein. The project must comply with all conditions, requirements, and restrictions as approved by City Council, including, but not limited to, providing two legal roadway accesses to the project, completion of full amenities before any short term rentals are allowed, and only one dwelling per lot with no increase in density.

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

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

APPROVED AND ADOPTED by the City Council of the City of St. George, this 2nd day of June, 2016.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

THE JOSHUAS AT SOUTHGATE PHASE 2 AMENDED

BEGINNING AT A POINT WHICH IS NORTH 89°25'30" WEST 2446.66 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 1°29'41" WEST 687.70 FEET FROM THE CENTER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF TONAQUINT DRIVE; THENCE SOUTH 50°00'14" EAST 623.40 FEET TO A POINT ON SOUTHGATE PARTNERS "GOLF COURSE EXTENSION PARCEL NO. 2" THENCE ALONG SAID PARCEL NO. 2 SOUTH 48°40'51" WEST 299.56 FEET: THENCE ALONG JOSHUA'S PHASE 1 THE FOLLOWING 11 COURSES; NORTH 41°19'09" WEST 99.00 FEET: THENCE SOUTH 48°40'51" WEST 7.08 FEET; THENCE NORTH 41°19'09" WEST 70.00 FEET; THENCE SOUTH 48°40'51" WEST 73.81 FEET; THENCE SOUTH 41°14'09" WEST 50.27 FEET; THENCE SOUTH 29°09'16" WEST 15.84 FEET; THENCE SOUTH 35°53'44" WEST 180.43 FEET; THENCE NORTH 54°06'16" WEST 95.00 FEET: THENCE SOUTH 35°53'44" WEST 33.69 FEET TO THE POINT OF CURVATURE WITH A 114.50 FOOT RADIUS CURVE TO THE LEFT; THENCE 9.87 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°56'20"; THENCE RADIALLY NORTH 59°02'39" WEST 12.78 FEET; THENCE NORTH 77°12'19" WEST 114.55 FEET TO A POINT ON THE CENTERLINE OF TONAQUINT DRIVE; THENCE NORTH 12°47'41" EAST 316.88 FEET TO THE POINT OF CURVATURE WITH A 932.56 FOOT RADIUS CURVE TO THE RIGHT; THENCE 435.53 FFET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°45'32"; THENCE SOUTH 50°00'14" EAST 40.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 6.728 ACRES

PROPOSED THE JOSHUAS AT SOUTHGATE PHASE 3

BEGINNING S 89°25'30" E 1391.68 FEET AND SOUTH 174.04 FEET FROM THE WEST 1/4 CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING THENSE S 14°36'22" W 250.08 FEET ALONG THE WEST BOUNDARY OF LEGANCY TOWNHOMES PHASE 10 RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE STATE OF UTAH; THENCE S 77°46'11" W 215.77 FEET; THENCE S 31°09'41" W 575.00 FEET; THENCE S 48°40'51" W 185.73 FEET TO THE MOST EASTERLY CORNER OF "THE JOSHUAS AT SOUTHGATE PHASE 2 AMENDED" RECORDED AND ON FILE AT WASHINGTON COUNTY RECORDERS OFFICE STATE OF UTAH; THENCE N 50°00'14" W 663.40 FEET ALONG SAID BOUNDARY TO THE MOST NORTHERLY POINT OF SAID "THE JOSHUAS AT SOUTHGATE PHASE 2 AMENDED" SAID POINT BEING ON A 932.56 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS WHICH BEARS S 50°26'47" E; THENCE 616.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°52'54"; THENCE N 77°26'07" E 522.11 FEET TO A POINT ON A 6970.52 FOOT RADIUS CURVE TO THE LEFT; THENCE 198.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°38'04" TO THE POINT OF BEGINNING.
CONTAINS 11.234 ACRES OR 489,374 SQ FT

DRAFT

Agenda Item Number : 3D

Request For Council Action

Date Submitted	2016-05-20 17:47:36
Applicant	City of St. George
Quick Title	Public Hearing for Fiscal Year 2016-17 Budget
Subject	We are required to have at least one public hearing to receive public input before formally adopting the Fiscal Year 2016-17 Budget. By State Law, the City must adopt the budget on or before June 22nd.
Discussion	The Preliminary (Recommended) Budget has been available on the City's website and in hard copy at the City Recorder's office since April 15, 2016. We plan to have the second hearing on June 16, 2016 at which time it can be formally adopted.
Cost	$0.00
City Manager Recommendation	Nothing more to present at this time. One of two public hearings scheduled for the budget.
Action Taken	
Requested by	Deanna Brklacich
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

DRAFT

Agenda Item Number : 6A

Request For Council Action

Date Submitted	2016-05-12 15:54:21
Applicant	Matt Glendenning
Quick Title	Sale of City Property
Subject	Consider the sale of City Property located at 250 North Street between Main Street and 100 East Street.
Discussion	If the roadway vacation gets approved then the applicant is requesting to purchase this property from the City and merge it into his parcel. This will help with the setback issue of the house. Also a sale price per square foot will need to be determined.
Cost	$0.00
City Manager Recommendation	If the roadway is abandoned it is recommended to sell the excess property to the adjacent property owner. Since this is an old street that was platted and dedicated at the time the original charter was done the title is in the City's name so it can be sold. Recommend sale of this parcel to the adjacent property owner Matt Glendenning. Not sure the purchase price yet but he is the only person who could use the property.
Action Taken	tabled
Requested by	Todd Jacobsen
File Attachments	250 North St.pdf
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	
Attachments	250 North St.pdf

EXHIBIT 'A'

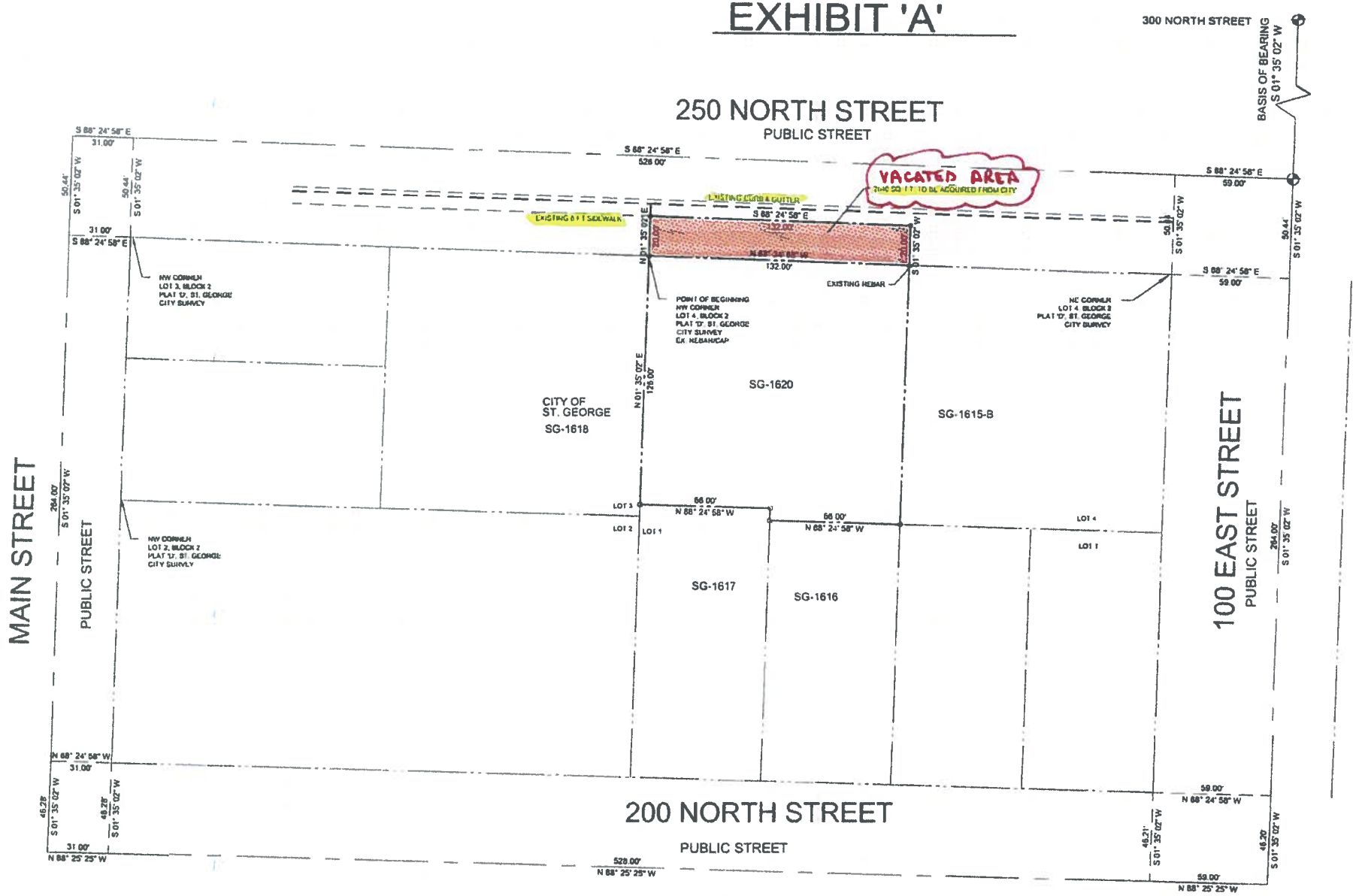

300 NORTH STREET
BASIS OF BEARING
S 01° 35' 02" W
250 NORTH STREET
PUBLIC STREET
S 88° 24' 58" E
526.00'
VACATED AREA
EXISTING CURB & GUTTER
EXISTING 6 FT SIDEWALK
S 88° 24' 58" E
132.00'
N 88° 24' 58" W
132.00'
N 01° 35' 02" E
126.00'
S 01° 35' 02" W
126.00'
EXISTING REBAR
POINT OF BEGINNING
NW CORNER
LOT 4, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
EX. REBAR/CAP
NW CORNER
LOT 3, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
NW CORNER
LOT 2, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
NE CORNER
LOT 4, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
CITY OF
ST. GEORGE
SG-1618
SG-1620
SG-1615-B
SG-1617
SG-1616
LOT 3
LOT 2
LOT 1
LOT 4
LOT 1
66.00'
N 88° 24' 58" W
66.00'
N 88° 24' 58" W
MAIN STREET
PUBLIC STREET
100 EAST STREET
PUBLIC STREET
264.00'
S 01° 35' 02" W
264.00'
N 01° 35' 02" W
50.44'
S 01° 35' 02" W
50.44'
N 01° 35' 02" W
31.00'
S 88° 24' 58" E
31.00'
S 88° 24' 58" E
59.00'
S 88° 24' 58" E
59.00'
N 88° 24' 58" W
31.00'
N 88° 24' 58" W
59.00'
46.28'
S 01° 35' 02" W
46.28'
S 01° 35' 02" W
46.21'
S 01° 35' 02" W
46.28'
S 01° 35' 02" W
200 NORTH STREET
PUBLIC STREET
31.00'
N 88° 25' 25" W
528.00'
N 88° 25' 25" W
59.00'
N 88° 25' 25" W

EXHIBIT 'A'

300 NORTH STREET
BASIS OF BEARING
S 01° 35' 02" W
250 NORTH STREET
PUBLIC STREET
S 88° 24' 58" E
528.00'
VACATED AREA
2640 SQ. FT. TO BE ACQUIRED FROM CITY
EXISTING CURB & GUTTER
EXISTING 6 FT SIDEWALK
S 88° 24' 58" E
59.00'
S 01° 35' 02" W
50.44'
N 01° 35' 02" E
20.00'
132.00'
EXISTING REBAR
POINT OF BEGINNING
NW CORNER
LOT 4, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
EX. REBAR/CAP
NE CORNER
LOT 4, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
NW CORNER
LOT 3, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
NW CORNER
LOT 2, BLOCK 2
PLAT 'D', ST. GEORGE
CITY SURVEY
CITY OF
ST. GEORGE
SG-1618
SG-1620
SG-1615-B
SG-1617
SG-1616
126.00'
66.00'
N 88° 24' 58" W
LOT 3
LOT 2
LOT 1
LOT 4
100 EAST STREET
PUBLIC STREET
264.00'

Vacate a portion of 250 North Street

April 15, 2016

1:875

0 0.005 0.01 0.02 mi

0 0.01 0.02 0.04 km

Made by the City of St. George GIS Department
SGCityMaps - http://maps.sgcity.org/sgcitymaps

DRAFT

Agenda Item Number : 6B

Request For Council Action

Date Submitted	2016-05-23 11:45:05
Applicant	PC
Quick Title	PC Report from May 24, 2016
Subject	Consider the Planning Commission report for the meeting held on May 24, 2016
Discussion	The Planning Commission had a small agenda, which was mostly subdivisions and no public hearings. On the agenda, was four final plat amendments, a final plat, a minor subdivision, and a CUP. The CUP is listed separate on the agenda.
Cost	$0.00
City Manager Recommendation	A few plats. PC had a shorter meeting this time.
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH

PLANNING COMMISSION REPORT: MAY 24, 2016
CITY COUNCIL MEETING: JUNE 2, 2016

1. **CONDITIONAL USE PERMIT (CUP)**

Consider a conditional use permit to construct a detached **accessory structure** *(a garage with an attached carport)* with a maximum midpoint height of approximately nineteen feet (19') for personal use *(auto, ATV, RV, boat storage, etc)*. The property is zoned RE-20 (Residential Estate-20,000 sq. ft. minimum lot size) and is **Lot 51** of the **Meadow Valley Farms** subdivision located on 3970 South Street. The representative is S & S Homes. Case No. 2016-CUP-013 (Staff - Ray Snyder)

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

A. Consider amending a residential final subdivision plat for "**Foremaster Ridge Phase 4 Amendment.**" Located at 1682 East 180 South Street (Foremaster Ridge) and zoned R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size). The purpose is to subdivided Lot 442 into two lots and create a public utility easement on the new lot line. The new lot will be known as Lot 443. The representative is Mr. Bob Hermandson, Bush and Gudgell. Case No. 2016-FPA-031. (Staff Todd Jacobsen).

B. Consider amending a residential final subdivision plat for "**Hawthorn Estate Phase 2 Amended and Extended.**" Located at 3126 East Tanoak Drive (Little Valley) and zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The purpose is to make Lot 30 square so that other future lots surrounding Lot 30 will also be square. No other changes have been made or intended. The representative is Mr. Brad Petersen, Development Solutions. Case No. 2016-FPA-033 (Staff Todd Jacobsen).

C. Consider amending a residential final subdivision plat for "**Primrose Pointe Subdivision Phase 3 Amended.**" Located at approximately 138 North Acantilado Drive (east of Foremaster Ridge) and zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The purpose is to adjust the interior lot restriction of the "No Access Line" for Lot 95. A note is being added to the plat for site restrictions on Lot 95. This change will allow Lot 95 to have access near Lot 94 and near Lot 96 and nowhere else on the lot. No other changes have been made or intended. The representative is Mr. Adam Allen, Bush and Gudgell. Case No. 2016-FPA-036 (Staff Todd Jacobsen).

D. Consider amending a residential final subdivision plat for "**Shadow Mountain Townhomes 2nd Amendment.**" Located at 1210 West Indian Hills Drive and zoned PD-R (Planned Development Residential). The purpose is to adjust the private building pads or units to match the homes that were built on the ground. Several of the units have been adjusted. No other changes have been made or intended. The

representative is Mr. Reid Pope, L.R. Pope Engineering. Case No. 2016-FPA-037 (Staff Todd Jacobsen).

3. **FINAL PLAT (FP)**

Consider a nine (9) lot residential final plat subdivision for "**Tupelo Estates Phase 5.**" Located at approximately Crimson Ridge Drive and 3210 East Street (Little Valley). The property is zoned R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2016-FP-016 (Staff Todd Jacobsen).

4. **SUBDIVISION OF 10 LOTS OR LESS** (WITHOUT A PLAT)

Consider a subdivision of ten (10) lots without a plat for "**SG-1620.**" Located on the south side of 250 North Street between Main Street and 100 East Street and the property is zoned RCC (Residential Central City). The representative is Mr. Reid Pope, L.R. Pope Engineering. Case No. 2016-LRE-008 (Staff Todd Jacobsen)

5. **OTHER BUSINESS**

The Planning Commission meeting on May 24th was relatively short; it began at 5:00 p.m. and ended at approximately 6:30 pm. Listed below is a brief summary of the agenda items:

a. There were no public hearing items.

b. Considerable time (35 minutes) was spent discussing the conditional use permit for a garage and carport. One PC member had concerns regarding aesthetics and voted against approval.

c. The Planning Commission approved a reduced setback for the north property line of "Roy's Pizza" at 1013 East 700 South. (5:0).

d. In appreciation of 12 years of dedicated service a plaque (with a clock) was awarded to Planning Commission Chairman Ross Taylor; the Mayor spoke as did several staff members. After the meeting family, staff, and friends enjoyed a cake and visiting with Ross at his last PC meeting.

PCR ITEM 2A
Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: **05/24/2016**
CITY COUNCIL MEETING: **06/02/2016**

AMENDING A FINAL SUBDIVISION PLAT
Foremaster Ridge Phase 4 Amended
Case No. 2016-FPA-031

Request: Consider Amending a Residential Final Subdivision Plat

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

Property: Located at 1682 East 180 South Street (Foremaster Ridge)

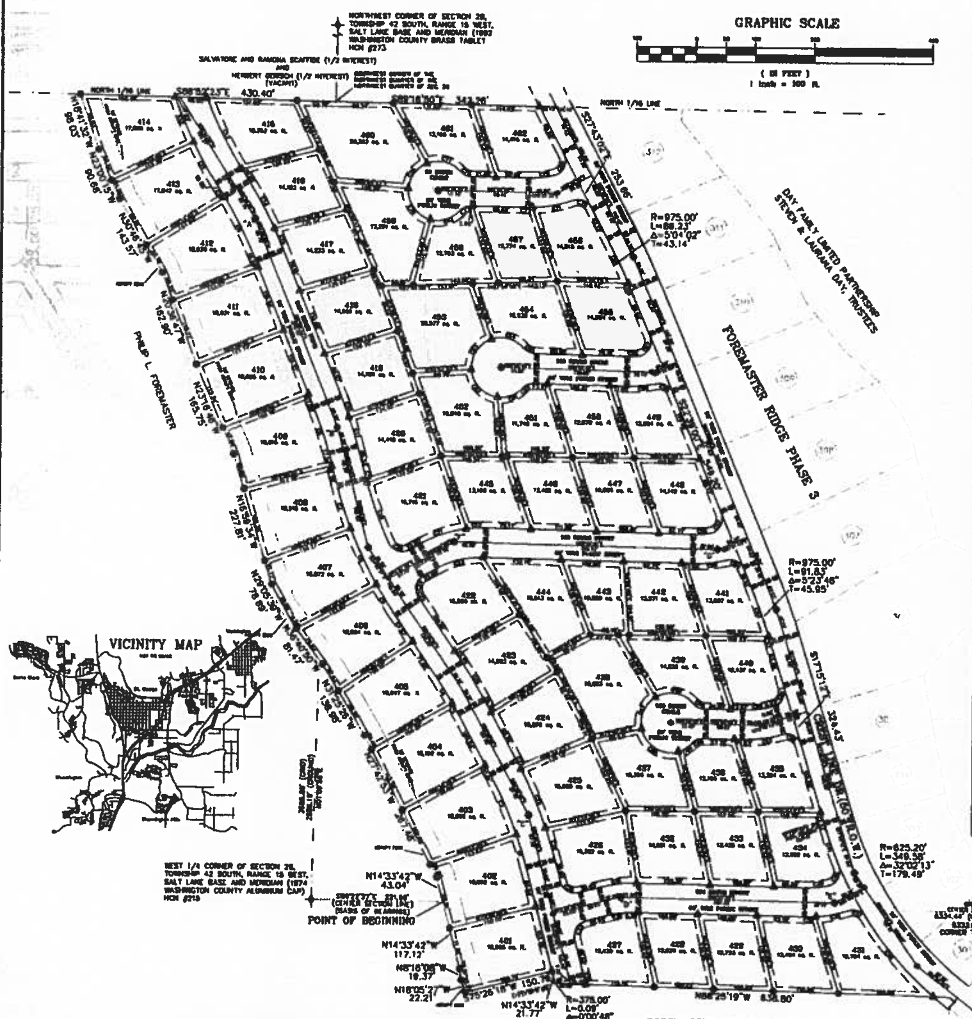
Zone: R-1-8

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to subdivide Lot 442 into two lots and create a public utility easement on the new lot line. The newly created lot will be known as Lot 443. No other changes were made or intended.

FYI – a few years ago these two lots were merged together into one lot, this request is to subdivide it now.

All aspects of this Final Subdivision Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

PC: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Foremaster Ridge Phase 4 Amended.



CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD	BEARING
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

CURVE DATA TABLE

CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD	BEARING
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

MONUMENT TABLE

MONUMENT	BEARING	DISTANCE
[illegible]	[illegible]	277.74'
[illegible]	[illegible]	727.44'
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

GENERAL NOTES:

1. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING (A.G.E.C.). THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED MARCH 13, 1996. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
2. A 7.50 FOOT PUBLIC UTILITY EASEMENT EXISTS ALONG ALL SIDE AND REAR LOT LINES, AND A 10.00 FOOT PUBLIC UTILITY EASEMENT EXISTS ALONG ALL FRONT LOT LINES UNLESS OTHERWISE NOTED.
3. SETBACKS ON ALL LOTS ARE AS FOLLOWS UNLESS OTHERWISE NOTED: 25 FOOT FRONT YARD SETBACK, 10 FOOT SIDE YARD SETBACK, 10 FOOT REAR YARD SETBACK. (LOTS 401–414 SEE GENERAL NOTE #5 FOR REAR YARD SETBACK).
4. CITY OF ST. GEORGE REQUIRES ALL PRIVATE CORNERS TO BE MONUMENTED BEFORE A BUILDING PERMIT IS GRANTED.
5. NO STRUCTURE SHALL BE CONSTRUCTED WITHIN 30 FEET OF THE ABRUPT EDGE OF RIDGE. SETBACK LINE IS SHOWN ON THIS PLAT WHERE APPLICABLE.
6. BLACK OR DARK BROWN, ROD IRON FENCING IS REQUIRED FOR REAR YARDS FOR LOTS 401 THRU 414.

LEGEND

- ● SET 5/8" REBAR AND CAP STAMPED LS 334900 UNLESS OTHERWISE SPECIFIED ON THE PLAT.
- ✦ SECTIONAL MONUMENTATION (TYPE LOCATION ETC. AS SHOWN ON THE PLAT)
- ● SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS I, RING AND LID)
- ● SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS II, REBAR & CAP)
- ● SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED. (CLASS I, RING AND LID)
- ● SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED. (CLASS II, RING AND LID)
- ▲ SET RIVET AT 5.0' OFFSET ALONG PROJECTION OF PROPERTY LINE.

BUILDING PERMIT RESTRICTION:

A SITE GRADING AND DRAINAGE PLAN, MEETING CURRENT CITY AND IBC REQUIREMENTS AND PREPARED BY A PROFESSIONAL ENGINEER IS REQUIRED TO BE SUBMITTED FOR REVIEW AND APPROVAL WITH EACH BUILDING PERMIT.

AMENDMENT NOTE:

IN MAY OF 2014 LOT 422 AND LOT 423 WERE MERGED TOGETHER INTO ONE LOT BY QUIT CLAIM DEED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, DOC. NO. 20140014140, ELIMINATING LOT 423. THE PURPOSE OF THIS FINAL SUBDIVISION PLAT AMENDMENT IS TO SPLIT LOT 422 INTO TWO LOTS RECREATING LOT 423. LOT 422 WILL BE SLIGHTLY LARGER AND THE ORIGINAL SIZE AND LOT 433 WILL BE SLIGHTLY SMALLER FROM THE ORIGINAL SIZE, BOTH OF WHICH STILL MEET THE MINIMUM LOT SIZE FOR THE ZONING. NO OTHER CHANGES HAVE BEEN MADE OR WERE INTENDED WITH THIS AMENDMENT.

SURVEYOR'S CERTIFICATE

I, ROBERT R. HERMANDSON, ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER 6362432, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER'S I HAVE SUPERVISED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW TO BE HEREAFTER KNOWN AS:

Foremaster Ridge Phase 4 Amended

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND PUBLIC STREETS AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH LIES S 89°22'27" E 221.88 FEET ALONG THE CENTER SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 14°33'42" W 43.04 FEET; THENCE N 27°42'53" W 207.40 FEET; THENCE N 31°23'20" W 138.98 FEET; THENCE N 38°40'50" W 81.47 FEET; THENCE N 29°05'39" W 78.89 FEET; THENCE N 16°58'34" W 227.81 FEET; THENCE N 23°16'46" W 165.75 FEET; THENCE N 20°36'47" W 162.90 FEET; THENCE N 30°46'45" W 143.57 FEET; THENCE N 23°00'15" W 90.66 FEET; THENCE N 16°41'32" W 98.03 FEET TO A POINT ON THE NORTH 1/16 LINE OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S 89°52'23" E ALONG SAID 1/16 LINE 430.40 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 28; THENCE S 89°16'50" E ALONG THE 1/16 LINE 342.26 FEET TO A POINT ON THE WESTERLY BOUNDARY OF FOREMASTER RIDGE SUBDIVISION PHASE 3 ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING SIX (6) COURSES, S 27°43'02" E 253.66 FEET TO THE POINT OF A 975.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 86.23 FEET THROUGH A CENTRAL ANGLE OF 5°04'02"; THENCE S 22°39'00" E 349.20 FEET TO THE POINT OF A 975.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 91.83 FEET THROUGH A CENTRAL ANGLE OF 5°23'46"; THENCE S 17°15'12" E 324.43 FEET TO THE POINT OF A 625.20 FOOT, NON-TANGENT RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS N73°08'31"E; THENCE ALONG THE ARC OF SAID CURVE 349.58 FEET THROUGH A CENTRAL ANGLE OF 32°02'13"; THENCE LEAVING SAID WESTERLY BOUNDARY N 88°25'19" W 835.80 FEET TO A POINT ON A 375.00 FOOT, NON-TANGENT, RADIUS CURVE TO THE LEFT, THE RADIUS POINT BEARS S75°27'06"W; THENCE NORTHWESTERLY 0.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°00'48"; THENCE N14°33'42"W 21.77 FEET; THENCE S75°26'18"W 150.76 FEET; THENCE N18°05'27"W 22.21 FEET; THENCE N8°18'06"W 19.37 FEET; THENCE N14°33'42"W 117.12 FEET TO THE POINT OF BEGINNING. CONTAINS 26.18 ACRES.

DATE:
BUSH AND GUDGELL INC.

ROBERT R. HERMANDSON
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER 6362132

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS TO TO HEREAFTER KNOWN AS:

Foremaster Ridge Phase 4 Amended

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, OF THE ______, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THIS ____ DAY OF ______, 20__, AT BOOK ____, PAGE ____. SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF ______, 20__.

NIZAM HUSAINI, TRUSTEE OF THE NIZAM HUSAINI LIVING TRUST
(A TRUSTEE)

NIZAM HUSAINI

TRUST ACKNOWLEDGMENT

STATE OF ______ }S.S.
COUNTY OF ______

ON THE ____ DAY OF ______, 20__, PERSONALLY APPEARED BEFORE ME, NIZAM HUSAINI, WHOM DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: ______
COMMISSION NUMBER: ______

MY COMMISSION EXPIRES: ______
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

MORTGAGEE'S CONSENT TO RECORD

THE UNDERSIGNED, ZIONS FIRST NATIONAL BANK, N.A., MORTGAGEE OF RECORD OF FOREMASTER RIDGE PHASE 4, DO HEREBY CONSENT TO THE RECORDATION OF THE HEREON ENTITLED PROJECT, AND JOIN IN DEDICATION.

BY: ______ FOR: ZIONS FIRST NATIONAL BANK

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF UTAH }S.S.
COUNTY OF WASHINGTON

ON THIS ____ DAY OF ______ A.D. ____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ______, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME THAT ____ SIGNED THE CONSENT OF MORTGAGEE TO RECORD FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: ______
COMMISSION NUMBER: ______

MY COMMISSION EXPIRES: ______
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(6)

FINAL PLAT
FOREMASTER RIDGE PHASE 4 AMENDED
SITUATED WITHIN SECTION 28
TOWNSHIP 42 SOUTH, RANGE 15 WEST, S.L.B.& M.

APPROVAL OF THE PLANNING AND ZONING MANAGER

I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF ______ A.D. 20__, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

PLANNING AND ZONING MANAGER, CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF ______ A.D. 20__.

ENGINEER, CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF ______ A.D. 20__.

CITY ATTORNEY, CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF ______ A.D. 20__ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE, UTAH

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF ______ A.D. 20__ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER, CITY OF ST. GEORGE   MAYOR, CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF ______ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

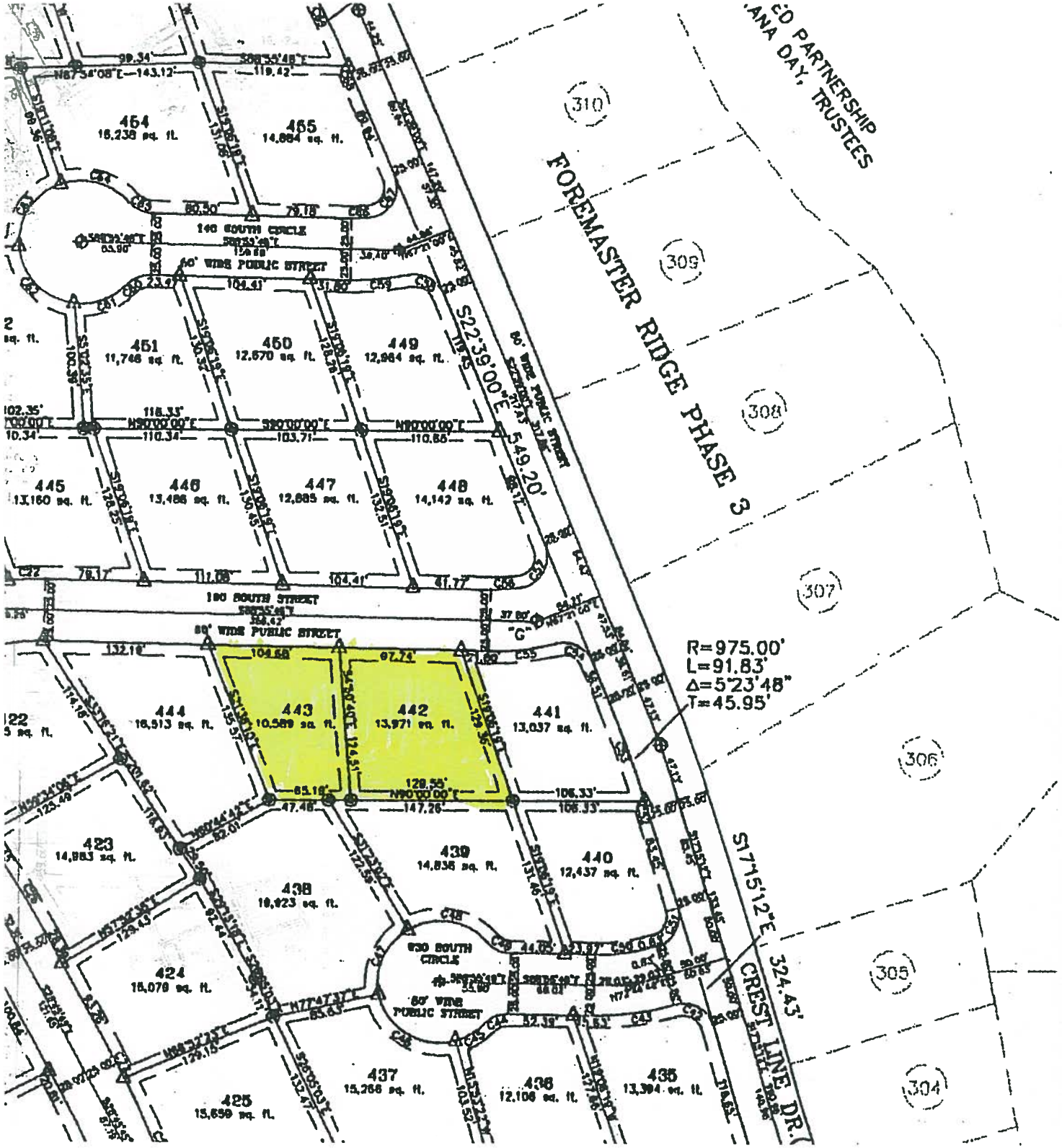
RECORDED No.

WASHINGTON COUNTY RECORDER

BUSH & GUDGELL, INC.
Engineers – Planners – Surveyors

FINAL PLAT
FOREMASTER RIDGE PHASE 4 AMENDED
SITUATED WITHIN SECTION 28
TOWNSHIP 42 SOUTH, RANGE 15 WEST, S.L.B.& M.

SHEET I
1 SHEETS
FILE: 161036



CURVE	RADIUS	LENGTH	TANGENT	DELTA
C26	725.00	66.87	33.46	5°17'06"
C27	725.00	12.98	6.49	1°01'32"
C28	725.00	107.52	53.86	8°29'51"
C29	725.00	59.19	29.61	4°40'40"
C30	25.00	39.27	25.00	90°00'00"
C31	225.00	61.26	30.82	15°36'03"
C32	175.00	47.65	23.97	15°36'03"
C33	25.00	39.27	25.00	90°00'00"
C34	425.00	14.49	7.24	1°57'11"
C35	205.00	16.84	8.42	4°42'24"
C36	205.00	55.38	27.86	15°28'40"
C37	25.00	33.45	19.77	76°39'37"
C38	625.20	179.07	90.15	16°24'39"
C39	155.00	35.85	18.01	13°15'10"
C40	25.00	44.18	30.47	101°15'34"

CURVE DATA TAB

CURVE	RADIUS	LENGTH	TANGENT	DELTA
C41	625.20	72.17	36.13	6°36'51"
C42	25.00	39.27	25.00	90°00'00"
C43	205.00	65.56	33.06	18°19'27"
C44	25.00	21.03	11.18	48°11'23"
C45	50.00	27.25	13.97	31°13'46"
C46	50.00	81.75	53.32	93°40'59"
C47	50.00	61.80	35.55	70°49'22"
C48	50.00	70.38	42.44	80°38'39"
C49	25.00	21.03	11.18	48°11'23"
C50	155.00	49.57	25.00	18°19'27"
C51	25.00	39.27	25.00	90°00'00"
C52	975.00	6.80	3.40	0°23'58"
C53	975.00	85.03	42.54	4°59'49"
C54	25.00	35.81	21.58	81°36'05"
C55	205.00	54.82	27.58	15°19'20"
C56	155.00	23.66	11.85	8°44'42"
C57	25.00	45.80	32.57	104°58'32"
C58	25.00	34.64	20.75	79°22'46"
C59	205.00	46.87	23.54	13°06'00"
C60	25.00	21.03	11.18	48°11'23"
C61	50.00	46.73	25.23	53°32'48"
C62	50.00	69.19	41.43	79°17'06"
C63	50.00	65.54	38.44	75°06'06"
C64	50.00	59.73	34.01	68°26'46"
C65	25.00	21.03	11.18	48°11'23"
C66	155.00	12.69	6.35	4°41'23"
C67	25.00	47.57	35.07	109°01'51"
C68	975.00	5.69	2.84	0°20'03"
C69	975.00	80.54	40.29	4°43'58"
C70	25.00	35.99	21.92	82°28'59"
C71	205.00	69.97	35.33	19°33'17"
C72	205.00	4.31	2.15	1°12'14"
C73	25.00	21.03	11.18	48°11'23"
C74	50.00	53.83	29.86	61°41'24"
C75	50.00	69.84	41.98	80°01'47"
C76	50.00	55.46	30.98	63°33'29"
C77	50.00	62.05	35.73	71°06'05"
C78	25.00	21.03	11.18	48°11'23"

PCR ITEM 2B
Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: **05/24/2016**
CITY COUNCIL MEETING: **06/02/2016**

AMENDING A FINAL SUBDIVISION PLAT
Hawthorn Estate Phase 2 Amended and Extended
Case No. 2016-FPA-033

Request: Consider Amending a Residential Final Subdivision Plat

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

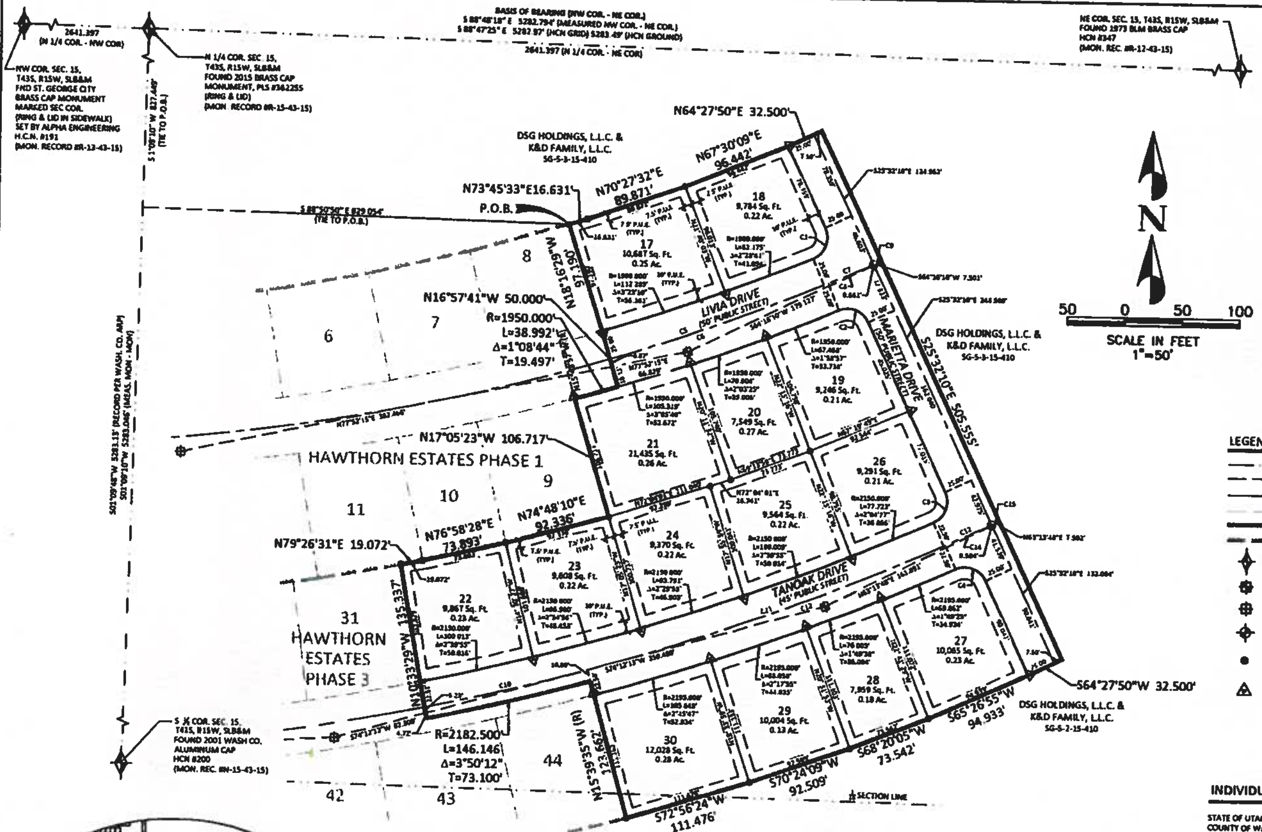
Property: Located at 3126 East Tanoak Drive (Little Valley)

Zone: R-1-10

Staff Comments: The purpose of this Final Subdivision Plat Amended and Extended is to make Lot 30 square so that other future lots surrounding Lot 30 will be square as well. No other changes have been made or intended.

All aspects of this Final Subdivision Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

PC: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Hawthorn Estates Phase 2 Amended and Extended.



AMENDMENT NOTE

THE PURPOSE OF THE FINAL PLAT AMENDMENT IS TO AMEND AND EXTEND LOT 30 AS SHOWN HEREON. LOT 30, ORIGINALLY 51,288 SQ. FT. IS INCREASED TO 22,028 SQ. FT., WHICH ALSO EXTENDS THE BOUNDARY OF THE ORIGINAL SUBDIVISION. NO OTHER CHANGES WERE MADE OR INTENDED WITH THIS PLAT.

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	20.00'	32.36'	92°42'38"	20.97'
C2	20.00'	30.52'	87°24'48"	19.12'
C3	20.00'	31.84'	91°12'38"	20.43'
C4	20.00'	31.02'	88°50'09"	19.60'
C5	1925.00'	197.02'	5°52'52"	98.60'
C6	1925.00'	201.15'	5°58'17"	100.68'
C7	1925.00'	47.16'	2°24'13"	23.58'
C8	1925.00'	47.16'	1°24'13"	23.58'
C9	1925.00'	7.50'	0°23'24"	3.75'
C10	2172.50'	145.26'	3°48'52"	72.65'
C12	2172.50'	328.59'	8°39'57"	164.61'
C12	2172.50'	330.35'	8°42'45"	165.49'
C11	2172.50'	45.93'	1°12'38"	22.95'
C14	2172.50'	44.14'	1°09'51"	22.07'
C15	2172.50'	7.50'	0°22'52"	3.75'

LEGEND

- SECTION LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- CENTER LINE
- ADJOINING LOT LINE
- BOUNDARY LINE
- ADJOINING SUBDIVISION BOUNDARY
- SECTIONAL MONUMENT AS DESCRIBED HEREON.
- CLASS II (REBAR & ALUM. CAP) MONUMENT SET
- EXISTING CLASS II MONUMENT
- CLASS I MON. TO BE SET PER CITY OF ST. GEORGE STANDARDS
- DSG REBAR AND CAP LS NO. 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR TO BE SET IN SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE THE FRONT PROPERTY CORNER

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER KNOWN AS:

HAWTHORN ESTATES - PHASE 2 AMENDED & EXTENDED

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: ____________________

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, HAWTHORN ESTATES - PHASE 1 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 1°09'10" WEST ALONG THE SECTION LINE A DISTANCE OF 827.449 FEET AND SOUTH 88°50'50" EAST 829.054 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; (BASIS OF BEARING BEING SOUTH 88°48'18" EAST BETWEEN THE NORTHWEST CORNER AND THE NORTHEAST CORNER OF SAID SECTION 15), AND RUNNING THENCE NORTH 73°45'33" EAST 16.631 FEET; THENCE NORTH 70°27'32" EAST 89.871 FEET; THENCE NORTH 67°30'09" EAST 96.442 FEET; THENCE NORTH 64°27'50" EAST 32.500 FEET; THENCE SOUTH 25°32'10" EAST 505.555 FEET; THENCE SOUTH 64°27'50" WEST 32.500 FEET; THENCE SOUTH 65°26'55" WEST 94.933 FEET; THENCE SOUTH 68°20'05" WEST 73.542 FEET; THENCE SOUTH 70°24'09" WEST 92.509 FEET; THENCE SOUTH 72°56'24" WEST 111.476 FEET TO THE SOUTHEAST CORNER OF LOT 44, HAWTHORN ESTATES - PHASE 1 SUBDIVISION, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE ALONG THE WESTERLY BOUNDARY OF SAID HAWTHORN ESTATES - PHASE 1 THE FOLLOWING (3) THREE COURSES: (1) NORTH 15°39'35" WEST 123.662 FEET TO A POINT ON THE ARC OF A 2182.500 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (RADIUS POINT BEARS NORTH 13°29'35" WEST); (2) RUNNING SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°50'12", A DISTANCE OF 146.146 FEET; AND (3) NORTH 10°33'29" WEST 135.337 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID HAWTHORN ESTATES - PHASE 1 SUBDIVISION; THENCE ALONG SAID SUBDIVISION BOUNDARY THE FOLLOWING SEVEN (7) COURSES: (1) NORTH 79°26'31" EAST 19.072 FEET; (2) NORTH 76°58'28" EAST 73.893 FEET; (3) NORTH 74°48'10" EAST 92.336 FEET; (4) NORTH 17°05'23" WEST 106.717 FEET TO A POINT ON THE ARC OF A 1950.000 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (RADIUS POINT BEARS NORTH 15°48'57" WEST); (5) RUNNING NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°08'44", A DISTANCE OF 38.992 FEET; (6) NORTH 16°57'41" WEST 50.000 FEET; AND (7) NORTH 18°16'29" WEST 97.190 FEET TO THE POINT OF BEGINNING

CONTAINS: 184,522 SQ. FT., (4.236 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER KNOWN AS:

HAWTHORN ESTATES - PHASE 2 AMENDED AND EXTENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, PUBLIC STREETS, AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HAWTHORN ESTATES SUBDIVISION, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE 14th DAY OF SEPTEMBER, 2015, ENTRY NO. 20150033881, SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

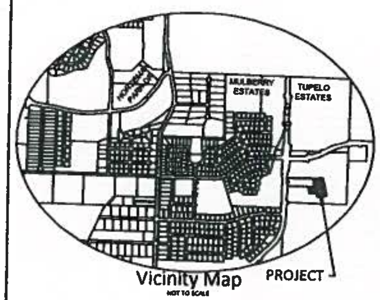
IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF ____________ 2016.

MICHAEL L. MICKLEY

QUALITY PROPERTIES, INC.
ED BURGESS, PRESIDENT

GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED.
2. REBAR & CAP MARKED DSG PLS 362255 TO BE PLACED AT REAR LOT CORNER LOCATIONS. CONCRETE ANCHOR TO BE PLACED IN THE SIDEWALK AT AN EXTENSION OF PROPERTY LINE FROM THE FRONT PROPERTY CORNER LOCATION (SEE LEGEND FOR PLACEMENT OF FRONT PROPERTY CORNERS).
3. ALL SETBACKS ARE AS FOLLOWS UNLESS OTHERWISE NOTED: 25 FOOT FRONT YARD (STREET SIDE) SETBACKS, 9 FOOT AND 10 FOOT SIDE YARD SETBACK, AND 10 FOOT REAR YARD SETBACK.
4. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY GEOTECHNICAL TESTING SERVICES, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED APRIL 4, 2007. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
5. CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES ALL RESIDENTIAL SUBDIVISION LOT CORNERS TO BE SET WITH A REBAR AND CAP PRIOR TO OBTAINING A BUILDING PERMIT.
6. DUE TO THE SOIL CONDITIONS IN THIS AREA, SPECIAL CONSIDERATION IS REQUIRED FOR LANDSCAPING AND STRUCTURES. REFER TO THE GEOTECHNICAL INVESTIGATION FOR SPECIFIC RECOMMENDATIONS.
7. THIS SUBDIVISION IS LOCATED ADJACENT TO AGRICULTURAL PROPERTIES UPON WHICH LARGE ANIMAL USES MAY OR MAY NOT EXIST. ALL LOT OWNER'S WITHIN THIS SUBDIVISION ARE HEREBY NOTIFIED OF THE POTENTIAL FOR OCCASIONAL ODORS AND OTHER NUISANCES RELATED TO SUCH AGRICULTURAL USES. AGRICULTURAL ACTIVITIES CONDUCTED IN THE NORMAL AND ORDINARY COURSE OF AGRICULTURAL OPERATIONS OR CONDUCTED IN ACCORDANCE WITH SOUND AGRICULTURAL PRACTICES ARE PRESUMED TO BE REASONABLE AND SHALL NOT BE CONSIDERED A NUISANCE, AS PER UTAH CODE 78B-6-1104 OR AS AMENDED.
8. THIS SUBDIVISION UTILIZES LOT SIZE AVERAGING, THEREFORE, SOME LOTS MAY BE UNDER THE MINIMUM SQUARE FOOTAGE REQUIREMENT FOR THE ZONING CLASSIFICATION.



MORTGAGEE'S CONSENT TO RECORD

WE, STATE BANK OF SOUTHERN UTAH, MORTGAGEE OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY GIVE OUR CONSENT OF SAID TRACT OF LAND TO BE USED FOR THE USES AND PURPOSES DESCRIBED ON THIS PLAT AND JOINS IN ALL DEDICATIONS AND CONVEYANCES.

STATE BANK OF SOUTHERN UTAH
BY: KIM CHRISTENSEN, EXECUTIVE VICE PRESIDENT

CORPORATE ACKNOWLEDGMENT (CONSENT)

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS ____ DAY OF ____________, 20____, PERSONALLY APPEARED BEFORE ME, KIM CHRISTENSEN, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE EXECUTIVE VICE PRESIDENT OF STATE BANK OF SOUTHERN UTAH AND THAT HE EXECUTED THE FOREGOING MORTGAGEE'S CONSENT TO RECORD ON BEHALF OF SAID CORPORATION BY AUTHORITY OF RESOLUTION OF ITS BOARD OF DIRECTORS AND (S)HE DID ACKNOWLEDGE TO ME THAT THE CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: ____________
COMMISSION NUMBER: ____________
MY COMMISSION EXPIRES: ____________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(IF ABOVE INFORMATION IS PROVIDED, NO STAMP IS REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

NOTARY PUBLIC

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS ______ DAY OF ____________ 2016, A.D., PERSONALLY APPEARED BEFORE ME, MICHAEL L. MICKLEY, WHO BEING BY ME DULY SWORN, DID PROVE TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT HE DID DULY ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: ____________
COMMISSION NUMBER: ____________
MY COMMISSION EXPIRES: ____________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

NOTARY PUBLIC

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THIS ______ DAY OF ____________, 2016, A.D., PERSONALLY APPEARED BEFORE ME, ED BURGESS, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PRESIDENT OF QUALITY PROPERTIES, INC., AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION ON BEHALF OF A RESOLUTION OF THE BOARD OF DIRECTORS OF QUALITY PROPERTIES, INC. AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH CORPORATION EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: ____________
COMMISSION NUMBER: ____________
MY COMMISSION EXPIRES: ____________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

NOTARY PUBLIC

DEVELOPMENT SOLUTIONS, INC.

Subdivision Final Plat for

HAWTHORN ESTATES - PHASE 2 AMENDED AND EXTENDED

Amending and Extending Lot 30
Located in the Northeast Quarter of Section 15,
Township 43 South, Range 15 West, SLB&M

SHEET 1 OF 1

APPROVAL OF THE PLANNING AND ZONING MANAGER

I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF ____________ A.D. 20____, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

PLANNING AND ZONING MANAGER
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF ____________, A.D. 20____

ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF ____________, A.D. 20____

CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF ____________ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF ____________ A.D. 20____ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
CITY OF ST. GEORGE

MAYOR
CITY OF ST. GEORGE

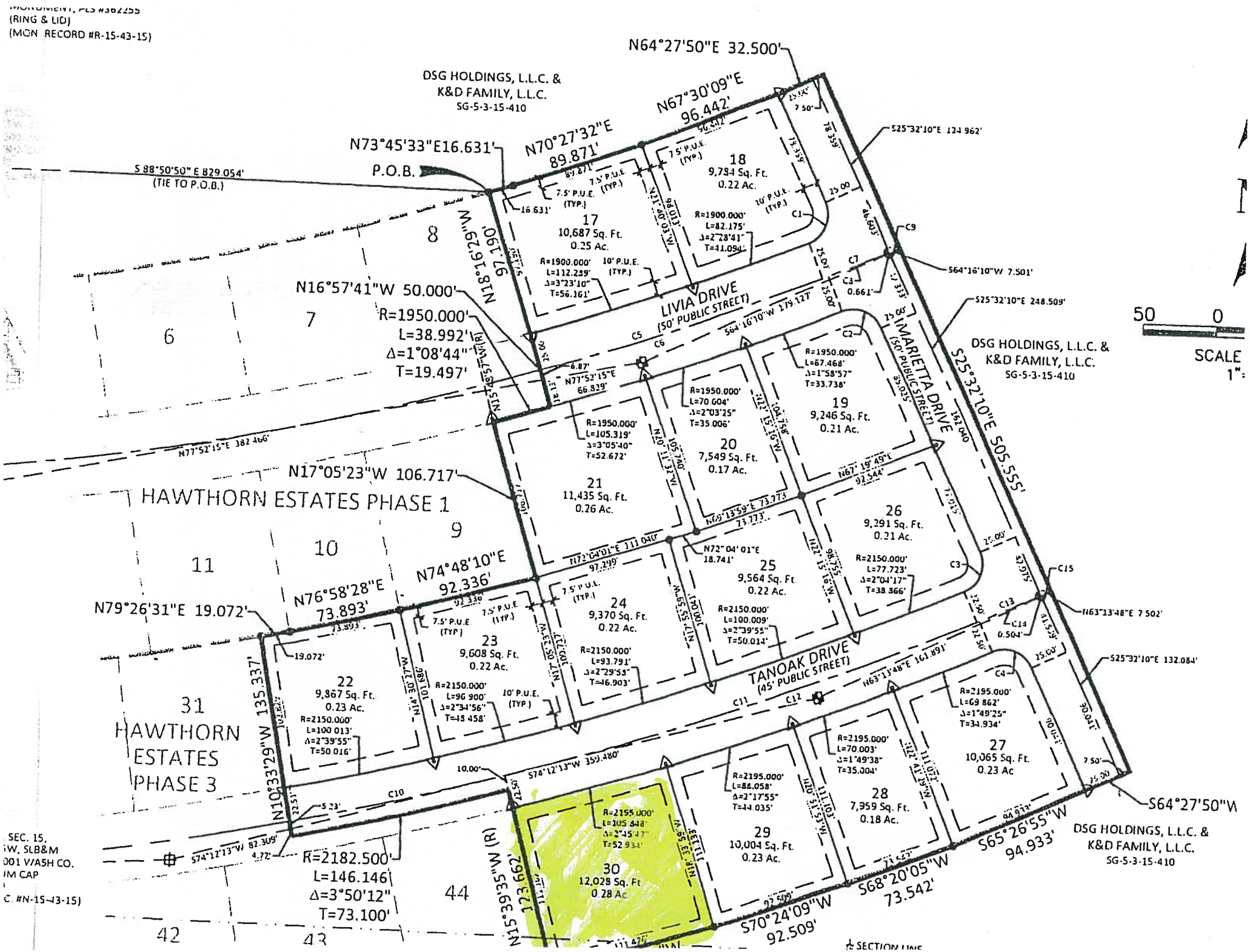
TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF ____________ A.D. 20____ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER



(RING & LID)
(MON RECORD #R-15-43-15)
N64°27'50"E 32.500'
DSG HOLDINGS, L.L.C. &
K&D FAMILY, L.L.C.
SG-5-3-15-410
N67°30'09"E
96.442'
N73°45'33"E16.631'
N70°27'32"E
89.871'
P.O.B.
S 88°50'50" E 829.054'
(TIE TO P.O.B.)
S25°32'10"E 124.962'
18
9,784 Sq. Ft.
0.22 Ac.
17
10,687 Sq. Ft.
0.25 Ac.
N18°16'29"W
97.190'
N16°57'41"W 50.000'
R=1950.000'
L=38.992'
Δ=1°08'44"
T=19.497'
LIVIA DRIVE
(50' PUBLIC STREET)
S64°16'10"W 7.501'
S25°32'10"E 248.509'
DSG HOLDINGS, L.L.C. &
K&D FAMILY, L.L.C.
SG-5-3-15-410
MARIETTA DRIVE
(50' PUBLIC STREET)
S25°32'10"E 505.555'
N77°52'15"E 382.466'
N17°05'23"W 106.717'
HAWTHORN ESTATES PHASE 1
21
11,435 Sq. Ft.
0.26 Ac.
20
7,549 Sq. Ft.
0.17 Ac.
19
9,246 Sq. Ft.
0.21 Ac.
26
9,291 Sq. Ft.
0.21 Ac.
25
9,564 Sq. Ft.
0.22 Ac.
24
9,370 Sq. Ft.
0.22 Ac.
23
9,608 Sq. Ft.
0.22 Ac.
22
9,867 Sq. Ft.
0.23 Ac.
N74°48'10"E
92.336'
N76°58'28"E
73.893'
N79°26'31"E 19.072'
N10°33'29"W 135.337'
HAWTHORN
ESTATES
PHASE 3
TANOAK DRIVE
(45' PUBLIC STREET)
N63°13'48"E 7.502'
S25°32'10"E 132.084'
27
10,065 Sq. Ft.
0.23 Ac
28
7,959 Sq. Ft.
0.18 Ac.
29
10,004 Sq. Ft.
0.23 Ac.
30
12,028 Sq. Ft.
0.28 Ac.
S64°27'50"W
S65°26'55"W
94.933'
S68°20'05"W
73.542'
S70°24'09"W
92.509'
N15°39'35"W (R)
123.662'
R=2182.500'
L=146.146'
Δ=3°50'12"
T=73.100'
SEC. 15,
SW, SLB&M
001 WASH CO.
M CAP
C. #N-15-43-15)
SECTION LINE
SCALE

PCR ITEM 2C
Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: **05/24/2016**
CITY COUNCIL MEETING: **06/02/2016**

AMENDING A FINAL SUBDIVISION PLAT
Primrose Pointe Subdivision Phase 3 Amended
Case No. 2016-FPA-036

Request: Consider Amending a Residential Final Subdivision Plat

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

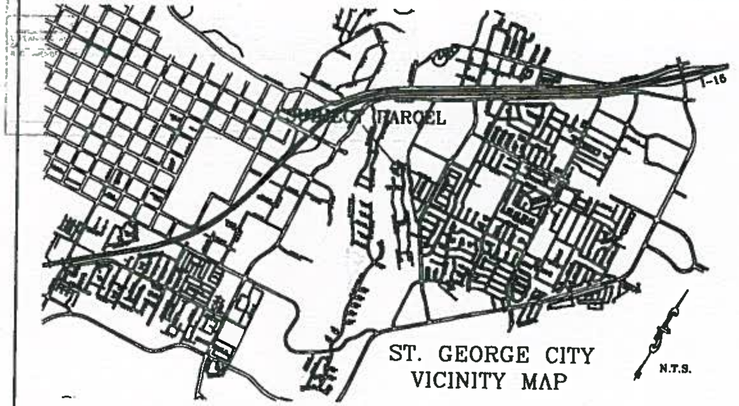
Property: Located at approximately 138 North Acantilado Drive (east of Foremaster Ridge)

Zone: R-1-10

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to adjust the interior lot restriction of the "No Access Line" for Lot 95. This was reviewed by a Civil Engineer and a note is being added to the Plat for site restrictions on Lot 95. This will allow Lot 95 to have access near Lot 94 and near Lot near Lot 96 and nowhere else on the lot. No other changes were made or intended.

All aspects of this Final Subdivision Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

PC: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Primrose Pointe Subdivision Phase 3 Amended.



ST. GEORGE CITY
VICINITY MAP

GENERAL NOTES AND RESTRICTIONS:

1. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING (A.G.E.C.). THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED SEPTEMBER 18, 2002. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
2. A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT EXISTS ALONG ALL SIDE AND REAR LOT LINES, AND A 10.00 FOOT PUBLIC UTILITY EASEMENT EXISTS ALONG ALL FRONT LOT LINES UNLESS OTHERWISE NOTED.
3. BASED ON THE PROXIMITY OF THIS SUBDIVISION TO A HILLSIDE, HOMES CONSTRUCTED WITHIN THE BOUNDARIES OF THIS SUBDIVISION MAY BE SUBJECT TO DAMAGE FROM ROCK FALL. BY PURCHASING PROPERTY WITHIN THIS SUBDIVISION, THE PURCHASER ASSUMES ANY AND ALL RISK OF DAMAGE AND PERSONAL INJURY AS A RESULT OF ITS PROXIMITY TO A HILLSIDE, AND DOES INDEMNIFY AND HOLD THE CITY OF ST. GEORGE, AND ITS OFFICIALS AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS OF DAMAGE, EXPENSE, OR LOSS OF WHATEVER NATURE WHICH MAY ARISE AS A DIRECT OR INDIRECT RESULT OF THE HAZARDS REFERRED TO HEREIN.
4. CERTAIN PROVISIONS OF THE HILLSIDE ORDINANCE APPLY TO LOTS 1, 2, 4-2. TO COMPLY WITH THESE REQUIREMENTS, THE BUILDING PERMIT SITE PLAN SHALL SHOW THAT ONLY THE "BUILDABLE AREA" AS DESIGNATED IN THE SLOPE STATISTICS TABLE WILL BE DISTURBED FOR CONSTRUCTION OF THE SITE. THE SITE PLAN FOR THESE LOTS SHALL ALSO SHOW THAT THE DRAINAGE FROM THE HILLSIDE IS ADEQUATELY CONVEYED THROUGH THESE LOTS TO THE STREET AND AWAY FROM HOMES.
5. CITY OF ST. GEORGE REQUIRES ALL PRIVATE CORNERS TO BE MONUMENTED BEFORE A BUILDING PERMIT IS GRANTED.
6. ALL ROCK WALLS ARE PRIVATE AND ALL ROCK WALL REPAIR AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER/HOMEOWNERS ASSOCIATION. SAID OWNER/HOMEOWNERS ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, FROM ANY CLAIMS RESULTING FROM ROCK WALLS LOCATED WITHIN THIS SUBDIVISION.
7. SETBACKS: 20' FRONT
   8' AND 10' SIDE
   10' REAR YARD
8. THE 10 FOOT REAR YARD SETBACK ON LOTS 1, 2, 4-8 SHALL BE THE NO-BUILD LINE OR 10.00' FROM THE TOE OF SLOPE/ROCK WALL, WHICHEVER IS GREATER.
9. LOTS 1-8, 93, 96, AND 96 ARE TO BE BUILT AS "WALKOUT/REVERSE WALKOUT BASEMENTS" ONLY.
10. OWNERS AND BUILDERS ON LOTS 1, 2, 4-8 SHOULD TAKE SPECIAL CARE TO PLACE AND CONSTRUCT UNITS TO PROVIDE ADEQUATE DRAINAGE AWAY FROM EACH HOUSE AND CONVEY EXCESS DRAINAGE FROM THE HILLSIDE THROUGH THE LOTS TO THE STREET. A SITE GRADING AND DRAINAGE PLAN PREPARED BY A PROFESSIONAL ENGINEER FOR EACH OF THESE LOTS IS REQUIRED TO BE SUBMITTED WITH EACH BUILDING PERMIT.
11. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO IRRIGATION OF LANDSCAPING OF 5,000 SQUARE FEET OR LESS AS REQUIRED BY THE WASHINGTON COUNTY CONSERVANCY DISTRICT.

SURVEYOR'S CERTIFICATE

I, ADAM S. ALLEN, ST. GEORGE, UTAH, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER (5633341), AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNER'S I HAVE SUPERVISED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW TO BE HEREAFTER KNOWN AS:

PRIMROSE POINTE SUBDIVISION PHASE 3 AMENDED

AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS AND PUBLIC STREETS AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF LOT 9, "PRIMROSE POINTE SUBDIVISION PHASE 2", ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY, SAID POINT BEING LOCATED S1°09'36"W 365.38 FEET ALONG THE SECTION LINE AND S88°50'04"E 332.00 FEET FROM THE NORTHWEST CORNER OF SECTION 28, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N17°43'45"E [illegible] FEET; THENCE [illegible] 242.82 FEET; THENCE [illegible] 223.30 FEET TO THE POINT OF A 20.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 34.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 98°29'11" TO A POINT ON THE BOUNDARY LINE OF SAID "PRIMROSE POINTE SUBDIVISION PHASE 2"; THENCE ALONG SAID BOUNDARY THE FOLLOWING SEVEN (7) COURSES: [illegible]; S29°03'08"E 229.89 FEET; THENCE S60°56'54"W 130.00 FEET; THENCE S29°03'06"E 38.16 FEET; THENCE S60°56'54"W 175.00 FEET; THENCE S29°03'06"E 33.39 FEET; THENCE S61°13'58"W 206.32 FEET ALONG SAID BOUNDARY TO THE POINT OF BEGINNING.

CONTAINS 5.41 ACRES.

No. 5633341 ADAM S. ALLEN — PROFESSIONAL LAND SURVEYOR — STATE OF UTAH

DATE: ______

BUSH AND GUDGELL INC.

ADAM S. ALLEN
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER (5633341)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE-DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND PUBLIC STREETS TO BE HEREAFTER KNOWN AS:

PRIMROSE POINTE SUBDIVISION PHASE 3 AMENDED

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, STREETS AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO HEREBY WARRANT TO THE CITY OF ST. GEORGE AND ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, OF THE PRIMROSE POINTE SUBDIVISION PHASE 1, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE ____ DAY OF ____ MAY ____, 2006, AT BOOK 1832, PAGES 1091-1117, SAID DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS ______ DAY OF ____________ 20___

____
MILLICENT WEST

ACKNOWLEDGMENT

COUNTY OF __________ } S.S.
STATE OF __________

ON THE ______ DAY OF ____________ 20___ PERSONALLY APPEARED BEFORE ME, MILLICENT WEST, WHOM DULY ACKNOWLEDGED TO ME THAT SHE SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC ______________
NOTARY PUBLIC FULL NAME: ______________
COMMISSION NUMBER: ______________

MY COMMISSION EXPIRES: ______________
A NOTARY PUBLIC COMMISSIONED IN UTAH
STAMP IS NOT REQUIRED PER UTAH CODE 46-1-16(8)

AMENDMENT NOTE

THE PURPOSE OF THIS AMENDMENT IS TO REMOVE THE ACCESS RESTRICTION ALONG THE LOT 95. A SITE LINE STUDY WAS PERFORMED AND IT WAS DETERMINED THAT THE VISIBILITY REQUIREMENTS COULD BE MET AS LONG AS THERE WERE NO OBSTRUCTIONS TALLER THAN THE BACK OF WALK IN THE SIGHT TRIANGLE AREA.

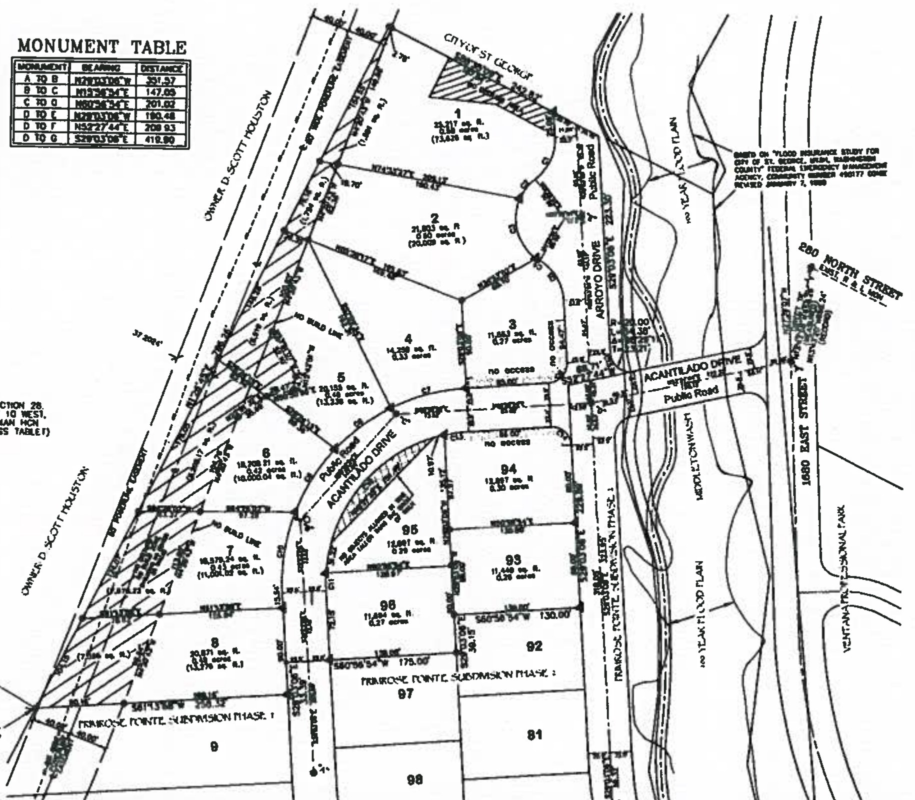
CURVE DATA TABLE

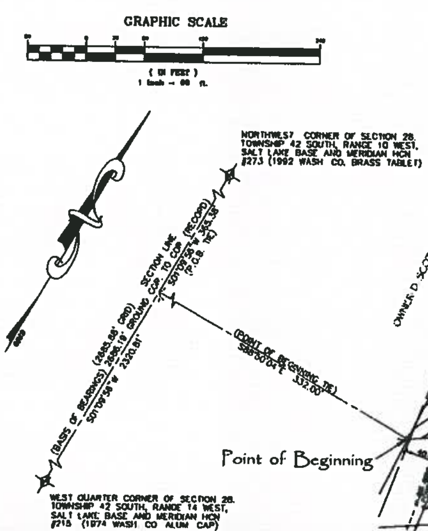
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD	BEARING
C1	50.00	49.42	26.94	56°37'39"	47.43	N00°44'06"W
C2	50.00	25.67	13.12	29°24'54"	25.39	S12°52'26"W
C3	50.00	69.10	41.35	79°11'10"	63.73	S41°25'38"E
C4	50.00	4.07	2.04	4°39'53"	4.07	S83°21'06"E
C5	50.00	49.42	26.94	56°37'39"	47.43	N57°22'05"W
C6	20.00	31.42	20.00	90°00'00"	28.28	N18°56'54"E
C7	200.00	80.66	40.89	23°06'27"	80.11	S49°23'40"W
C8	200.00	71.29	36.03	20°25'24"	70.91	S27°37'45"W
C9	200.00	77.03	38.00	22°04'07"	76.56	S06°22'59"W
C10	200.00	85.17	43.24	24°24'02"	84.53	S16°51'05"E
C11	155.00	17.89	8.95	6°36'47"	17.88	S29°44'42"E
C12	155.00	200.47	117.02	74°06'19"	186.79	S14°26'24"W
C13	155.00	25.11	12.58	9°16'54"	25.08	S56°18'27"W
C14	20.00	31.42	20.00	90°00'00"	28.28	N74°03'06"W
C15	20.00	34.38	23.21	98°29'11"	30.30	S78°17'31"E
CURVE	RADIUS	LENGTH	TANGENT	DELTA	CHORD	BEARING

MONUMENT TABLE

MONUMENT	BEARING	DISTANCE
A TO B	N29°03'06"W	351.57
B TO C	N15°36'34"E	147.09
C TO D	N60°56'34"E	201.02
D TO E	N29°03'06"W	190.48
D TO F	N52°27'44"E	209.93
D TO G	S29°03'06"E	419.80

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.





LEGEND:

- ● ALL BOUNDARY AND PROPERTY (LOT) CORNERS TO BE SET WITH 5/8" REBAR AND CAP STAMPED LS 334566, UNLESS OTHERWISE NOTED.
- SECTIONAL MONUMENTATION (FOUND: TYPE, DATE, AGENCY AND LOCATION ETC. AS SHOWN ON PLAT)
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 1, RING AND LID SET TO CITY STANDARD)
- SPECIFIES FOUND SURVEY CONTROL MONUMENT AS SHOWN AND NOTED (CLASS 1, RING AND LID)
- SPECIFIES SURVEY CONTROL MONUMENT TO BE SET (CLASS 5, REBAR & ALUM CAP SET TO CITY STANDARD)
- △ SPECIFIES FRONT LOT PROPERTY CORNER OFFSET RIVET OR NAIL & WASHER SET AT AN OFFSET DISTANCE OF 2.0')
- NO DRIVEWAY ACCESS PERMITTED

Primrose Pointe Subdivision
Phase 3 Amended

LOCATED IN THE NORTHWEST QUARTER
OF SECTION 28, TOWNSHIP 42 SOUTH,
RANGE 15 WEST, SALT LAKE BASE & MERIDIAN

APPROVAL OF THE PLANNING AND ZONING MANAGER

I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF ________ A.D. 20___, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

PLANNING AND ZONING MANAGER, CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ______ DAY OF ______ A.D. 20___

ENGINEER, CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ______ DAY OF ________ A.D. 20___

CITY ATTORNEY, CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF ________ A.D. 20___ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE, UTAH

APPROVAL AND ACCEPTANCE BY THE CITY OF ST GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF ________ A.D. 20___ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER, CITY OF ST. GEORGE — MAYOR, CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF ________ A.D. 20___ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED No. ______

WASHINGTON COUNTY RECORDER

BUSH & GUDGELL, INC.
Engineers – Planners – Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

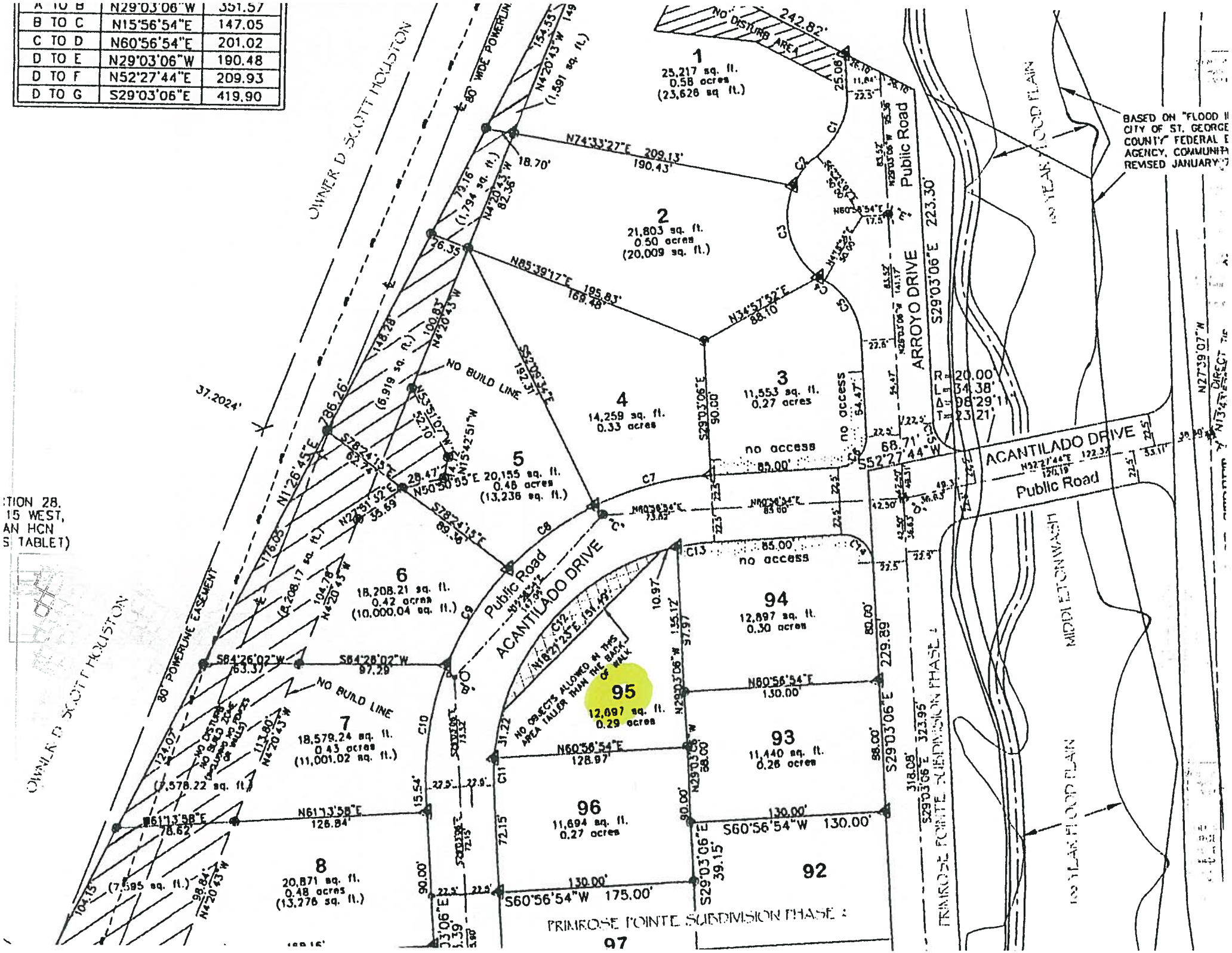
No	Date	By	Revision

Drawn: ASA Date: 04/07/2014
Designed: ASA
Checked: ASA
Approved: ASA
Scale: 1"=60'
Job No: 161084

FINAL PLAT OF PRIMROSE POINTE SUBDIVISION PHASE 3 AMENDED
SITUATED WITHIN SECTION 28
TOWNSHIP 42 SOUTH, RANGE 15 WEST, S.L.B.& M.

SHEET 1
1 SHEETS
FILE: 161084

A TO B	N29°03'06"W	351.57
B TO C	N15°56'54"E	147.05
C TO D	N60°56'54"E	201.02
D TO E	N29°03'06"W	190.48
D TO F	N52°27'44"E	209.93
D TO G	S29°03'06"E	419.90



PCR ITEM 2D
Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: **05/24/2016**
CITY COUNCIL MEETING: **06/02/2016**

AMENDING A FINAL SUBDIVISION PLAT
Shadow Mountain Townhomes 2nd Amended
Case No. 2016-FPA-037

Request: Consider Amending a Residential Final Subdivision Plat

Representative: Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790

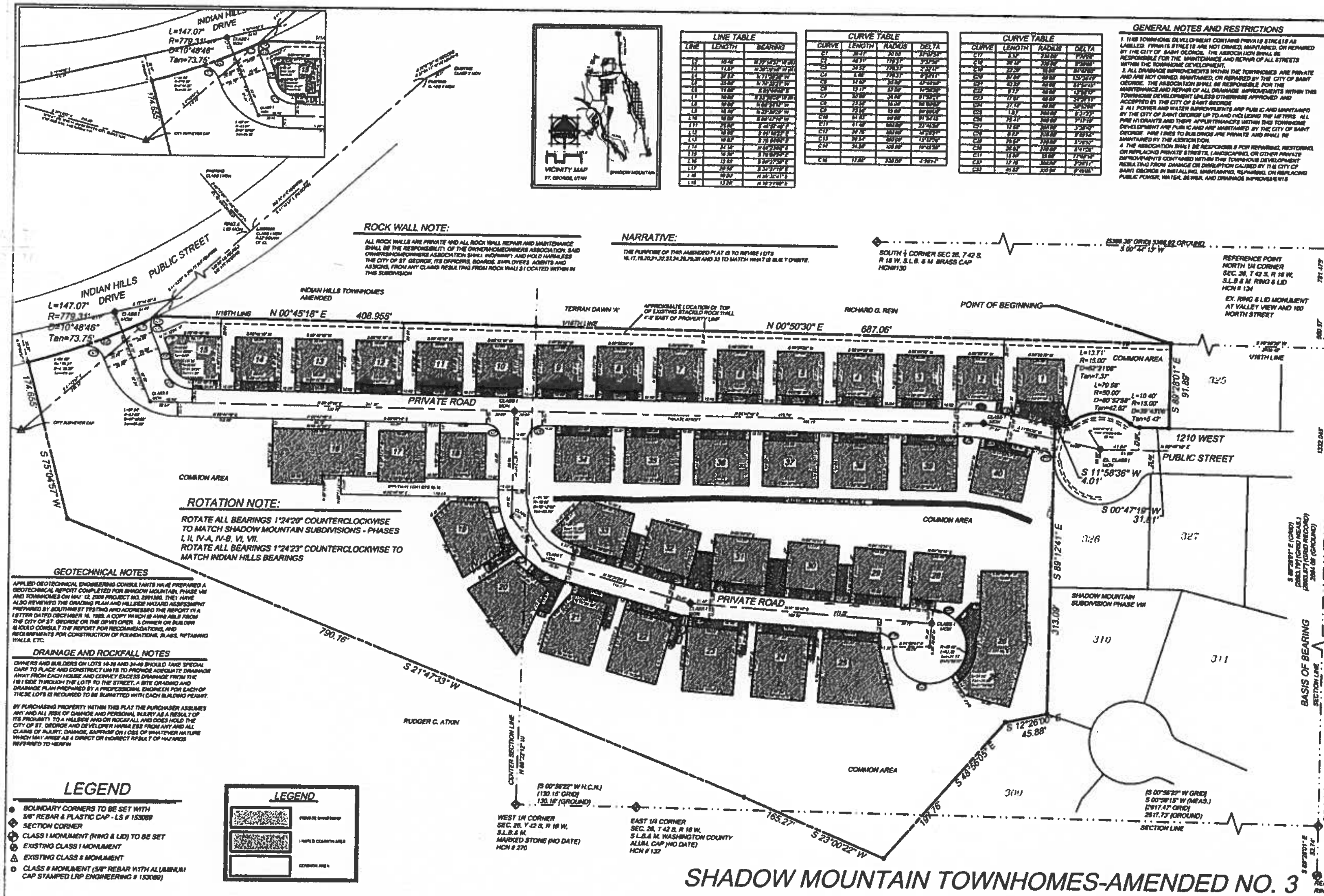
Property: Located at 1210 West Indian Hills Drive

Zone: PD-R

Staff Comments: The purpose of this Final Subdivision Plat Amendment is to adjust the private building pads or units to match the homes that were built on the ground. Several of the units have been adjusted. No other changes were made or intended.

All aspects of this Final Subdivision Plat Amendment were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and approvals.

PC: The Planning Commission recommends approval of this Final Subdivision Plat Amendment for Shadow Mountain Townhomes 2nd Amended



LINE TABLE

LINE	LENGTH	BEARING
[illegible]	[illegible]	[illegible]

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
[illegible]	[illegible]	[illegible]	[illegible]

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
[illegible]	[illegible]	[illegible]	[illegible]

GENERAL NOTES AND RESTRICTIONS

1. THIS TOWNHOME DEVELOPMENT CONTAINS PRIVATE STREETS AS LABELED. PRIVATE STREETS ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF SAINT GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL STREETS WITHIN THE TOWNHOME DEVELOPMENT.
2. ALL DRAINAGE IMPROVEMENTS WITHIN THE TOWNHOMES ARE PRIVATE AND ARE NOT OWNED, MAINTAINED, OR REPAIRED BY THE CITY OF SAINT GEORGE. THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL DRAINAGE IMPROVEMENTS WITHIN THIS TOWNHOME DEVELOPMENT UNLESS OTHERWISE APPROVED AND ACCEPTED BY THE CITY OF SAINT GEORGE.
3. ALL POWER AND WATER IMPROVEMENTS ARE PUBLIC AND MAINTAINED BY THE CITY OF SAINT GEORGE UP TO AND INCLUDING THE METERS. ALL FIRE HYDRANTS AND THEIR APPURTENANCES WITHIN THIS TOWNHOME DEVELOPMENT ARE PUBLIC AND ARE MAINTAINED BY THE CITY OF SAINT GEORGE. [illegible] ARE PRIVATE AND SHALL BE MAINTAINED BY THE ASSOCIATION.
4. THE ASSOCIATION SHALL BE RESPONSIBLE FOR REPAIRING, RESTORING, OR REPLACING PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS TOWNHOME DEVELOPMENT RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF SAINT GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING PUBLIC POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
5. THE CITY OF ST. GEORGE RESERVES THE RIGHT TO ASSESS THE HOME OWNERS ASSOCIATION TO REPAIR, RESTORE, OR REPLACE PRIVATE STREETS, LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS TOWNHOME DEVELOPMENT RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE IN INSTALLING, MAINTAINING, REPAIRING, OR REPLACING POWER, WATER, SEWER, AND DRAINAGE IMPROVEMENTS.
6. BY RECORDING THIS TOWNHOME PLAT, EASEMENTS ARE HEREBY GRANTED ON THE PRIVATE ROADS, LIMITED COMMON AND COMMON AREAS WITHIN THIS TOWNHOME DEVELOPMENT FOR INSTALLATION, ACCESS, MAINTENANCE, AND REPAIR OF ALL PUBLIC UTILITIES INCLUDING NATURAL GAS, CABLE TV, TELEPHONE, WATER, AND POWER AND FOR SEWER AND DRAINAGE IMPROVEMENTS.
7. ALL SETBACKS SHALL COMPLY WITH THE CITY OF ST. GEORGE ZONING ORDINANCE. NO DWELLING OR STRUCTURE SHALL BE CONSTRUCTED OUTSIDE OF THE PRIVATE BUILDING AREAS AS SHOWN ON THE PLAT. THERE SHALL BE AN 20 FOOT MINIMUM GARAGE SETBACK. ALL TWO STORY UNITS SHALL HAVE 10 FOOT SEPARATION BETWEEN UNITS EXCEPT [illegible]
8. ALL BEARINGS ARE ST. GEORGE H.C.N. GRID BEARINGS AND ALL DISTANCES ON PLAT ARE GROUND DISTANCES UNLESS NOTED OTHERWISE.
9. PRIVATE OWNERSHIP PROPERTY CORNERS SHALL BE SET BEFORE CONSTRUCTION OF NEW HOMES.
10. BUILDINGS SHALL MAINTAIN A MINIMUM SETBACK OF 5.0' FROM TOP OF EXISTING STACKED ROCK RETAINING WALLS.

ROCK WALL NOTE:

ALL ROCK WALLS ARE PRIVATE AND ALL ROCK WALL REPAIR AND MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNERS/HOMEOWNERS ASSOCIATION. SAID OWNERS/HOMEOWNERS ASSOCIATION SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF ST. GEORGE, ITS OFFICERS, BOARDS, EMPLOYEES, AGENTS AND ASSIGNS, FROM ANY CLAIMS RESULTING FROM ROCK WALLS LOCATED WITHIN THIS SUBDIVISION.

NARRATIVE:

THE PURPOSE OF THIS AMENDED PLAT IS TO REVISE LOTS 16,17,18,20,21,22,23,24,25,29,30 AND 33 TO MATCH WHAT IS BUILT ONSITE.

ROTATION NOTE:

ROTATE ALL BEARINGS 1°24'20" COUNTERCLOCKWISE TO MATCH SHADOW MOUNTAIN SUBDIVISIONS - PHASES I, II, IV-A, IV-B, VI, VII.
ROTATE ALL BEARINGS 1°24'23" COUNTERCLOCKWISE TO MATCH INDIAN HILLS BEARINGS

GEOTECHNICAL NOTES

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS HAVE PREPARED A GEOTECHNICAL REPORT COMPLETED FOR SHADOW MOUNTAIN, PHASE VIII AND TOWNHOMES ON MAY 12, 2009 PROJECT NO. 2091360. THEY HAVE ALSO REVIEWED THE GRADING PLAN AND HILLSIDE HAZARD ASSESSMENT PREPARED BY SOUTHWEST TESTING AND ADDRESSED THE REPORT IN A LETTER DATED DECEMBER 16, 1998. A COPY WHICH IS AVAILABLE FROM THE CITY OF ST. GEORGE OR THE DEVELOPER. A OWNER OR BUILDER SHOULD CONSULT THE REPORT FOR RECOMMENDATIONS, AND REQUIREMENTS FOR CONSTRUCTION OF FOUNDATIONS, SLABS, RETAINING WALLS, ETC.

DRAINAGE AND ROCKFALL NOTES

OWNERS AND BUILDERS ON LOTS 16-38 AND 34-48 SHOULD TAKE SPECIAL CARE TO PLACE AND CONSTRUCT UNITS TO PROVIDE ADEQUATE DRAINAGE AWAY FROM EACH HOUSE AND CONVEY EXCESS DRAINAGE FROM THE HILLSIDE THROUGH THE LOTS TO THE STREET. A SITE GRADING AND DRAINAGE PLAN PREPARED BY A PROFESSIONAL ENGINEER FOR EACH OF THESE LOTS IS REQUIRED TO BE SUBMITTED WITH EACH BUILDING PERMIT.

BY PURCHASING PROPERTY WITHIN THIS PLAT THE PURCHASER ASSUMES ANY AND ALL RISK OF DAMAGE AND PERSONAL INJURY AS A RESULT OF ITS PROXIMITY TO A HILLSIDE AND/OR ROCKFALL AND DOES HOLD THE CITY OF ST. GEORGE AND DEVELOPER HARMLESS FROM ANY AND ALL CLAIMS OF INJURY, DAMAGE, SUFFERING OR LOSS OF WHATEVER NATURE WHICH MAY ARISE AS A DIRECT OR INDIRECT RESULT OF HAZARDS REFERRED TO HEREIN.

LEGEND

- BOUNDARY CORNERS TO BE SET WITH 5/8" REBAR & PLASTIC CAP - LS # 153089
- SECTION CORNER
- CLASS I MONUMENT (RING & LID) TO BE SET
- EXISTING CLASS I MONUMENT
- EXISTING CLASS II MONUMENT
- CLASS II MONUMENT (5/8" REBAR WITH ALUMINUM CAP STAMPED LRP ENGINEERING # 153089)

LEGEND

- PRIVATE OWNERSHIP
- LIMITED COMMON AREA
- COMMON AREA

SURVEYOR'S CERTIFICATE

I, LLOYD REID POPE, HEREBY CERTIFY THAT I AM A PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE OF REGISTRATION # 153089 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND PRIVATE STREETS TO BE KNOWN AS:

SHADOW MOUNTAIN TOWNHOMES-AMENDED NO. 3

AND THAT THE SAME HAS BEEN CORRECTLY STAKED ON THE GROUND AS SHOWN ON THIS PLAT

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHWEST CORNER OF LOT 325 OF "SHADOW MOUNTAIN SUBDIVISION - PHASE VIII" AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, SAID POINT BEING S 89°28'01" E 1332.045 FEET ALONG THE SECTION LINE TO THE 1/16TH CORNER AND S 00°50'30" W 2035.42 FEET ALONG THE 1/16TH LINE FROM THE NORTH ¼ CORNER OF SECTION 26, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID SUBDIVISION FOR THE FOLLOWING 8 COURSES: S 89°28'01" E 91.88 FEET; THENCE S 00°47'19" W 31.81 FEET TO THE POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 39°43'08" AND ALONG THE ARC OF SAID CURVE 10.40 FEET TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE TO THE LEFT; THENCE SOUTHERLY THROUGH A CENTRAL ANGLE OF 80°52'58" AND ALONG THE ARC OF SAID CURVE 70.58 FEET TO THE POINT OF A 15.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 52°21'06" AND ALONG THE ARC OF SAID CURVE 13.71 FEET TO THE POINT OF TANGENCY; THENCE S 11°58'36" W 4.01 FEET; THENCE S 89°12'41" E 313.09 FEET; THENCE S 12°26'00" E 45.88 FEET; THENCE S 48°55'05" E 197.76 FEET; THENCE S 23°00'22" W 165.27 FEET; THENCE S 21°47'33" W 790.16 FEET; THENCE S 75°04'57" W 174.655 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF INDIAN HILLS DRIVE, SAID POINT BEING ON A 779.31 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS S 75°04'57" W); THENCE NORTHWESTERLY THROUGH A CENTRAL ANGLE OF 10°48'46" AND ALONG THE ARC OF SAID CURVE 147.07 FEET TO A POINT ON THE 1/16TH LINE AND EAST BOUNDARY LINE OF "INDIAN HILLS TOWNHOMES - AMENDED" AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG THE 1/16TH LINE AND THE BOUNDARY OF SAID TOWNHOMES N 00°45'18" E 408.955 FEET TO A POINT ON THE CENTER SECTION LINE; THENCE ALONG THE 1/16TH LINE N 00°50'30" E 687.06 FEET TO THE POINT OF BEGINNING.

CONTAINING: 10.186 ACRES

STATE OF UTAH — # 153089 LLOYD REID POPE — REGISTERED LAND SURVEYOR

LLOYD REID POPE-PROFESSIONAL ENGINEER AND REGISTERED LAND SURVEYOR NO. 153089

L. R. POPE ENGINEERING INC.

SHADOW MOUNTAIN TOWNHOMES-AMENDED NO. 3

SHEET 1 OF 2

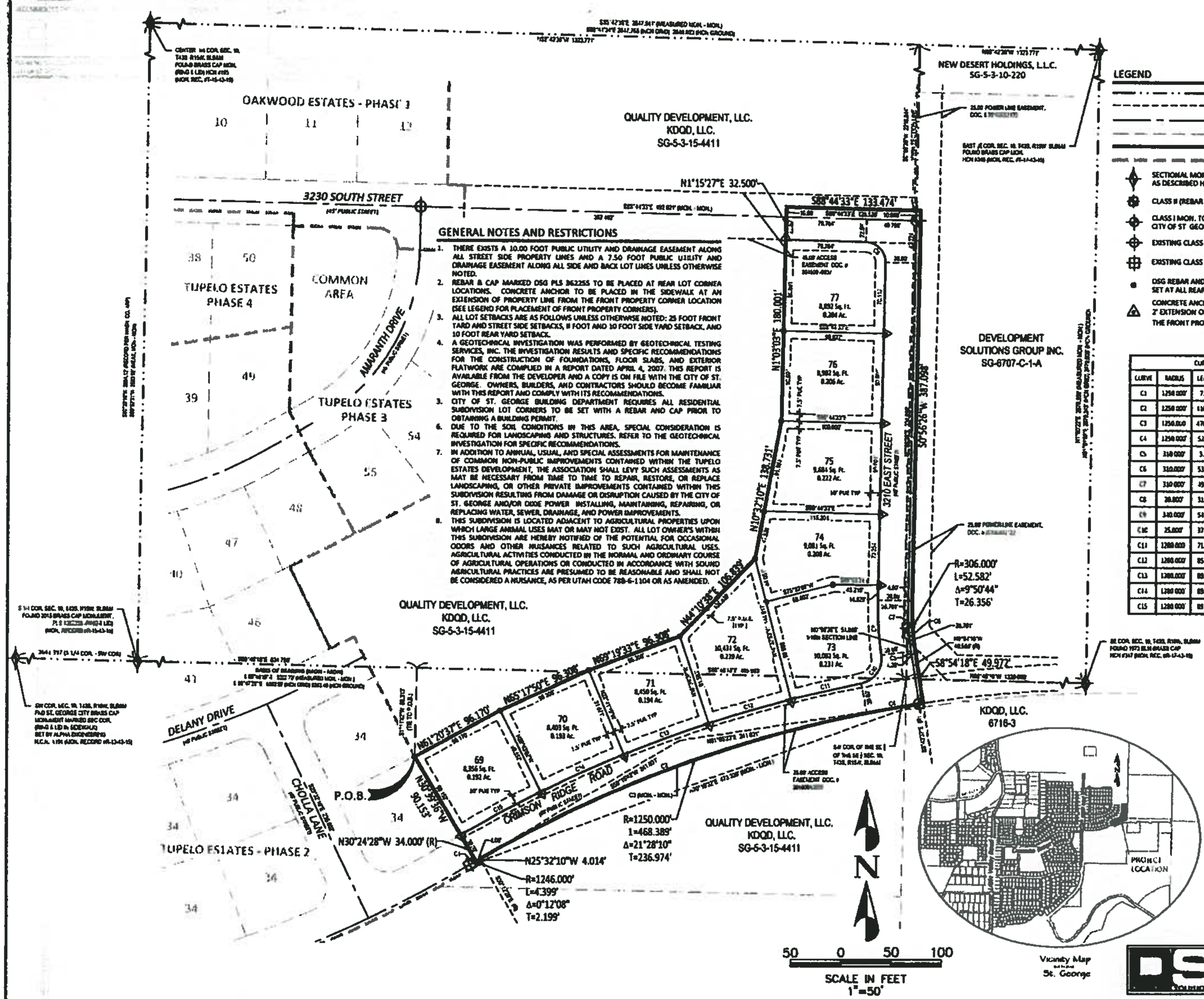
APPROVAL OF PLANNING AND ZONING OFFICIAL	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY ST. GEORGE CITY	TREASURER APPROVAL	RECORDED NUMBER
I, PLANNING AND ZONING OFFICIAL FOR THE CITY OF ST. GEORGE, HAVE THIS THE ___DAY OF_________A.D. 2018, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT. ______________ PLANNING AND ZONING OFFICIAL CITY OF ST. GEORGE	THE HERON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF ________ ,A.D. 2018 ______________ ENGINEER CITY OF ST. GEORGE	APPROVED AS TO FORM, THIS THE ____DAY OF______, A.D. 2018 ______________ CITY ATTORNEY CITY OF ST. GEORGE	ON THIS THE___DAY OF_______, A.D. 2018, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT. ______________ CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	WE, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UT. HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORDED IN THE MINUTES OF ITS MEETING OF THE ____DAY OF __________A.D 2018, HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO. ______________ ATTEST: CITY RECORDER CITY OF ST. GEORGE ______________ MAYOR CITY OF ST. GEORGE	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS____DAY OF _________ A.D. 2018 THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL. ______________ WASHINGTON COUNTY TREASURER	

PCR ITEM 3
Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT: **05/24/2016**
CITY COUNCIL MEETING: **06/02/2016**

FINAL SUBDIVISION PLAT
Tupelo Estates Phase 5
Case No. 2016-FP-016

Request:	Consider a 9 Lot Residential Final Subdivision Plat
Representative:	Brad Petersen, Development Solutions 120 East St. George Blvd, Suite #300 St. George, UT 84770
Property:	Located at approximately Crimson Ridge Drive and 3210 East Street (Little Valley)
Zone:	R-1-8
Staff Comments:	All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.
PC:	The Planning Commission recommends approval of this Final subdivision Plat for Tupelo Estates Phase 5.



GENERAL NOTES AND RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED.
2. REBAR & CAP MARKED DSG PLS 362255 TO BE PLACED AT REAR LOT CORNER LOCATIONS. CONCRETE ANCHOR TO BE PLACED IN THE SIDEWALK AT AN EXTENSION OF PROPERTY LINE FROM THE FRONT PROPERTY CORNER LOCATION (SEE LEGEND FOR PLACEMENT OF FRONT PROPERTY CORNERS).
3. ALL LOT SETBACKS ARE AS FOLLOWS UNLESS OTHERWISE NOTED: 25 FOOT FRONT YARD AND STREET SIDE SETBACKS, 8 FOOT AND 10 FOOT SIDE YARD SETBACK, AND 10 FOOT REAR YARD SETBACK.
4. A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY GEOTECHNICAL TESTING SERVICES, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED APRIL 4, 2007. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS RECOMMENDATIONS.
3. CITY OF ST. GEORGE BUILDING DEPARTMENT REQUIRES ALL RESIDENTIAL SUBDIVISION LOT CORNERS TO BE SET WITH A REBAR AND CAP PRIOR TO OBTAINING A BUILDING PERMIT.
6. DUE TO THE SOIL CONDITIONS IN THIS AREA, SPECIAL CONSIDERATION IS REQUIRED FOR LANDSCAPING AND STRUCTURES. REFER TO THE GEOTECHNICAL INVESTIGATION FOR SPECIFIC RECOMMENDATIONS.
7. IN ADDITION TO ANNUAL, USUAL, AND SPECIAL ASSESSMENTS FOR MAINTENANCE OF COMMON NON-PUBLIC IMPROVEMENTS CONTAINED WITHIN THE TUPELO ESTATES DEVELOPMENT, THE ASSOCIATION SHALL LEVY SUCH ASSESSMENTS AS MAY BE NECESSARY FROM TIME TO TIME TO REPAIR, RESTORE, OR REPLACE LANDSCAPING, OR OTHER PRIVATE IMPROVEMENTS CONTAINED WITHIN THIS SUBDIVISION RESULTING FROM DAMAGE OR DISRUPTION CAUSED BY THE CITY OF ST. GEORGE AND/OR DIXIE POWER INSTALLING, MAINTAINING, REPAIRING, OR REPLACING WATER, SEWER, DRAINAGE, AND POWER IMPROVEMENTS.
8. THIS SUBDIVISION IS LOCATED ADJACENT TO AGRICULTURAL PROPERTIES UPON WHICH LARGE ANIMAL USES MAY OR MAY NOT EXIST. ALL LOT OWNER'S WITHIN THIS SUBDIVISION ARE HEREBY NOTIFIED OF THE POTENTIAL FOR OCCASIONAL ODORS AND OTHER NUISANCES RELATED TO SUCH AGRICULTURAL USES. AGRICULTURAL ACTIVITIES CONDUCTED IN THE NORMAL AND ORDINARY COURSE OF AGRICULTURAL OPERATIONS OR CONDUCTED IN ACCORDANCE WITH SOUND AGRICULTURAL PRACTICES ARE PRESUMED TO BE REASONABLE AND SHALL NOT BE CONSIDERED A NUISANCE, AS PER UTAH CODE 78B-6-1104 OR AS AMENDED.

LEGEND

- SECTION LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- CENTER LINE
- ADJOINING LOT LINE
- BOUNDARY LINE
- ADJOINING SUBDIVISION BOUNDARY
- SECTIONAL MONUMENT AS DESCRIBED HEREON.
- CLASS II (REBAR & ALUM. CAP) MONUMENT SET
- CLASS I MON. TO BE SET PER CITY OF ST GEORGE STANDARDS
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- EXISTING CLASS II (RING & LID) MONUMENT FOUND
- DSG REBAR AND CAP LS NO. 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR TO BE SET IN SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE THE FRONT PROPERTY CORNER

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	1250.000'	7.088'	0°19'30"	3.544'
C2	1250.000'	416.456	19°05'20"	210.176'
C3	1250.000	476.317	21°49'41"	241.021'
C4	1250.000'	52.673	2°24'52"	26.343'
C5	310.000'	3.287'	0°36'27"	1.644'
C6	310.000'	53.260	9°50'44"	26.700'
C7	310.000'	49.982'	9°14'17"	25.045'
C8	20.000'	31.305	89°40'59"	19.890'
C9	340.000'	54.818	9°14'16"	27.469'
C10	25.000'	37.949'	86°58'22"	23.713'
C11	1280.000	71.604	3°12'19"	35.811'
C12	1280.000'	85.035'	3°48'20"	42.525'
C13	1280.000'	89.908'	4°01'28"	44.979'
C14	1280.000'	89.944'	4°01'34"	44.991'
C15	1280.000'	89.974'	4°01'39"	45.005'

SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER KNOWN AS:

TUPELO ESTATES - PHASE 5

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: ______________

LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF LOT 34, TUPELO ESTATES - PHASE 1 AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°48'18" EAST ALONG THE SECTION LINE, A DISTANCE OF 834.786 FEET AND SOUTH 1°11'43" WEST 88.313 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE & MERIDIAN; BASIS OF BEARING BEING SOUTH 88°48'18" EAST BETWEEN THE SOUTH WEST CORNER AND THE SOUTH EAST CORNER OF SAID SECTION 10, AND RUNNING THENCE NORTH 61°20'37" EAST 96.170 FEET; THENCE NORTH 65°17'50" EAST 96.308 FEET; THENCE NORTH 69°19'33" EAST 96.308 FEET; THENCE NORTH 44°10'38" EAST 106.839 FEET; THENCE NORTH 10°32'10" EAST 138.731 FEET; THENCE NORTH 01°03'03" EAST 180.001 FEET; THENCE NORTH 01°15'27" EAST 32.500 FEET; THENCE SOUTH 88°44'33" EAST 133.474 FEET; THENCE SOUTH 00°56'26" WEST 387.098 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 306.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°50'44", A DISTANCE OF 52.582 FEET; THENCE SOUTH 58°54'18" EAST 49.972 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 88°43'37" EAST); THENCE ALONG THE ARC OF A 1250.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°28'10", A DISTANCE OF 468.389 FEET; THENCE SOUTH 25°32'10" EAST 4.014 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE, (RADIUS POINT BEARS SOUTH 30°12'20" EAST); THENCE ALONG THE ARC OF A 1246.000 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°12'08", A DISTANCE OF 4.399 FEET TO THE SOUTHEAST BOUNDARY CORNER OF SAID TUPELO ESTATES - PHASE 2 SUBDIVISION; THENCE ALONG THE EASTERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (2) TWO COURSES: (1) NORTH 30°24'28" WEST 34.000 FEET; AND (2) NORTH 30°59'36" WEST 90.153 FEET TO THE POINT OF BEGINNING.

CONTAINS: 115,930 SQ. FT. (2.661 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS HEREAFTER KNOWN AS:

TUPELO ESTATES - PHASE 5

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND EASEMENTS. ALL LOTS, PUBLIC STREETS, AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE IT'S SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF TUPELO ESTATES SUBDIVISION - PHASE 1, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER DOCUEMENT #20140026557. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS____ DAY OF__________, 2016.

____
FACTION, LLC
BY: TROY ENCE, MANAGER

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON } S.S.

ON THE ______ DAY OF ____________, 2016, PERSONALLY APPEARED BEFORE ME, TROY ENCE, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER OF FACTION, L.L.C., A UTAH LIMITED LIABILITY COMPANY, AND THAT THE FOREGOING OWNER'S DEDICATION WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY ITS OPERATING AGREEMENT, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC FULL NAME: ______________
COMMISSION NUMBER: ______________
MY COMMISSION EXPIRES: ______________
A NOTARY PUBLIC COMMISSIONED IN UTAH
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 2, SECTION 16)

____
NOTARY PUBLIC

DEVELOPMENT SOLUTIONS, INC.

Subdivision Final Plat for

TUPELO ESTATES - PHASE 5

Located in the Southeast Quarter of Section 10, and the Northeast Quarter of Section 15, Township 43 South, Range 15 West, SLB&M

SHEET 1 OF 1

APPROVAL OF THE PLANNING AND ZONING MANAGER

I, PLANNING AND ZONING MANAGER FOR THE CITY OF ST. GEORGE, HAVE THIS THE ____ DAY OF ________ A.D. 20__, REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

PLANNING AND ZONING MANAGER
CITY OF ST. GEORGE

ENGINEER'S APPROVAL

THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF ________, A.D. 20__

ENGINEER
CITY OF ST. GEORGE

APPROVAL AS TO FORM

APPROVED AS TO FORM, THIS THE ____ DAY OF ________, A.D. 20__

CITY ATTORNEY
CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION

ON THIS THE ____ DAY OF ________ A.D. 20__ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.

CHAIRMAN PLANNING COMMISSION
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF ________ A.D. 20__ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
CITY OF ST. GEORGE

MAYOR
CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF ________ A.D. 20__ THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

PCR ITEM 4

Subdivision of 10 Lots or Less without a Plat

PLANNING COMMISSION AGENDA REPORT: **05/24/2016**
CITY COUNCIL MEETING: **06/02/2016**

SUBDIVISION OF 10 LOTS OR LESS WITHOUT A PLAT
SG-1620
Case No. 2016-LRE-008

Request: Consider a Subdivision of 10 Lots or less without a Plat

Representative: Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790

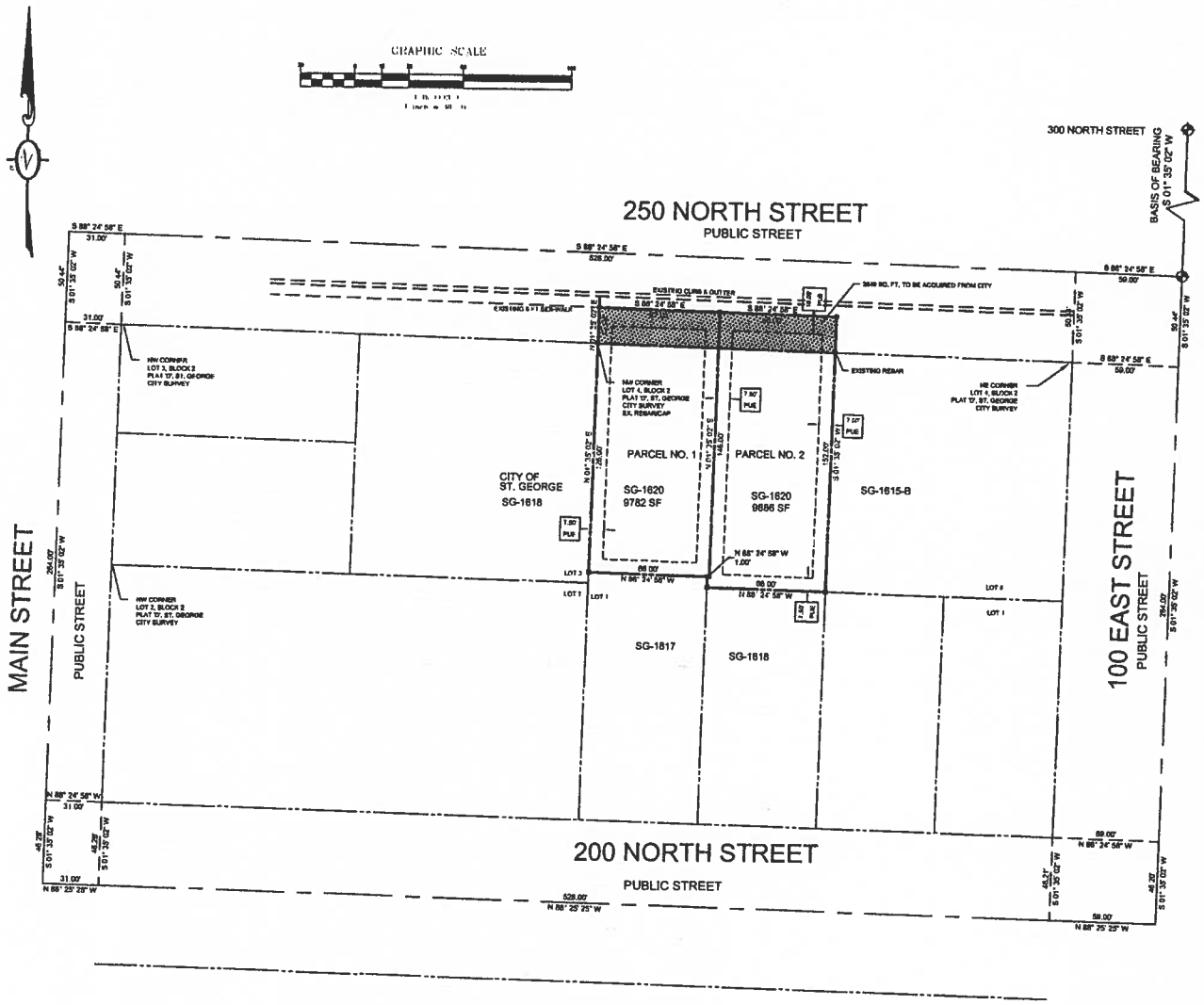
Property: Located on the south side of 250 North Street between Main Street and 100 East Street

Zone: RCC

Staff Comments: The applicant would like to create two residential building lots out of the one lot he currently owns. This subdivision of land is in accordance with the State's and City's Code sections. Public Utilities and Drainage Easements are being granted at all property lines.

All aspects of this Subdivision of 10 Lots or less without a Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the Preliminary Subdivision Plat conditions and approvals.

PC: The Planning Commission recommends approval of this subdivision of 10 Lots or Less without a Plat for SG-1620.



SURVEYOR'S CERTIFICATE

I, LLOYD RIED POPE, HEREBY CERTIFY THAT UNDER THE LAWS OF THE STATE OF UTAH, I AM A REGISTERED LAND SURVEYOR HOLDING LICENSE NO. 153089 AND THAT UNDER THE OWNER'S REQUEST AND UNDER MY DIRECTION, THE BELOW DESCRIBED PROPERTY HAS BEEN CORRECTLY STAKED ON THE GROUND AND THAT THIS PLAT REPRESENTS A TRUE AND ACCURATE SURVEY OF THE PROPERTY AS SHOWN.

LLOYD RIED POPE, PROFESSIONAL ENGINEER
& REGISTERED LAND SURVEYOR NO. 153089

STATE OF UTAH
153089
LLOYD RIED POPE
3/1/18
REGISTERED LAND SURVEYOR

PARCEL DESCRIPTIONS OF SG-1620

DESCRIPTION OF PARCEL NO. 1

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 2, PLAT 'D' OF THE ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 1°35'02" EAST 20.00 FEET; THENCE SOUTH 88°24'58" EAST 67.00 FEET ALONG THE NEW SOUTH RIGHT OF WAY LINE OF 250 NORTH STREET; THENCE SOUTH 1°35'02" WEST 148.00 FEET; THENCE NORTH 88°24'58" WEST 67.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4; THENCE NORTH 1°35'02" EAST 128.00 FEET TO THE POINT OF BEGINNING

CONTAINING 9782 SQUARE FEET

SUBJECT TO A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE NORTH BOUNDARY AND 7.5 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE WEST, SOUTH AND EAST BOUNDARIES.

DESCRIPTION OF PARCEL NO. 2

BEGINNING AT A POINT SOUTH 88°24'58" EAST 67.00 FEET ALONG THE NORTH LOT LINE AND FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 2, PLAT 'D' OF THE ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 1°35'02" EAST 20.00 FEET; THENCE SOUTH 88°24'58" EAST 65.00 FEET ALONG THE NEW SOUTH RIGHT OF WAY LINE OF 250 NORTH STREET; THENCE SOUTH 1°35'02" WEST 152.00 FEET; THENCE NORTH 88°24'58" WEST 66.00 FEET; THENCE NORTH 1°35'02" EAST 6.00 FEET; THENCE SOUTH 88°24'58" EAST 1.00 FEET; THENCE NORTH 1°35'02" EAST 126.00 FEET TO THE POINT OF BEGINNING

CONTAINING 9686 SQUARE FEET

SUBJECT TO A 10 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE NORTH BOUNDARY AND 7.5 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG THE WEST, SOUTH AND EAST BOUNDARIES.

DESCRIPTION OF 250 NORTH STREET VACATION AREA

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 3, PLAT 'D' OF THE ST. GEORGE CITY SURVEY AND RUNNING THENCE NORTH 1°35'02" EAST 20.00 FEET; THENCE SOUTH 88°24'58" EAST 132.00 FEET ALONG THE NEW SOUTH RIGHT OF WAY LINE OF 250 NORTH STREET; THENCE SOUTH 1°35'02" WEST 20.00 FEET; THENCE NORTH 88°24'58" WEST 132.00 FEET ALONG THE NORTH LINE OF SAID LOT 4 TO THE POINT OF BEGINNING

CONTAINING 2649 SQUARE FEET

NARRATIVE

THE PURPOSE OF THIS LOT SPLIT IS TO ALLOW THE CONSTRUCTION OF TWO SINGLE FAMILY RESIDENCES.

CLIENT

MATTHEW GLENDENNING

LEGEND

- RIM AND LID MONUMENT
- BOUNDARY CORNERS TO BE SET WITH 5/8" REBAR & PLASTIC CAP - LS # 153089
- EXISTING REBAR OR REBAR WITH CAP
- SET SPIKE

NO.	DATE	BY	APPVD	REVISION DESCRIPTION

L. R. POPE ENGINEERING INC.

MATTHEW GLENDENNING
RECORD OF SURVEY MAP-LOT SPLIT

LOCATED IN SW 1/4 OF SECTION 19, T 42 S, R 15 W, SLB&M

DRAWN BY: LRP

DATE: 15 MARCH 2018

SHEET 1 OF 1

DRAFT

Agenda Item Number : 6C

Request For Council Action

Date Submitted	2016-05-23 11:37:56
Applicant	S and S Homes
Quick Title	CUP to construct a detached accessory structure 19' in height
Subject	Consider a conditional use permit to construct a detached accessory structure (a garage with an attached carport) with a maximum midpoint height of approximately nineteen feet (19â€™) for personal use (auto, ATV, RV, boat storage, etc). The property is zoned RE-20 (Residential Estate 20,000 sq. ft. minimum lot size) and is Lot 51 of the Meadow Valley Farms subdivision located on 3970 South Street.
Discussion	The applicant is proposing to build a detached garage that exceeds the allowable height without a CUP. Planning Commission recommends approval.
Cost	$0.00
City Manager Recommendation	PC recommends approval.
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	
Approved in Budget?	**Amount:**
Additional Comments	

PCR ITEM 1
CUP / Garage Height

PLANNING COMMISSION AGENDA REPORT: **05/24/2016**
CITY COUNCIL MEETING: **06/02/2016**

CONDITIONAL USE PERMIT
Case No. 2016-CUP-013

Request: To construct a **detached accessory structure** *(a garage with an attached carport)* with a maximum midpoint height of approximately nineteen feet (19') for personal use *(auto, ATV, RV, boat storage, etc)*.

Property: The property is located on 3970 South Street. Lot 51 in the Meadow Valley Farms subdivision (*in Little Valley*)'

APN: SG-MVF-4-51

Representative Devon, S & S Homes

Zoning: RE-20 (Residential Estates 20,000 sq. ft. minimum lot size)

Ordinance: The requirements of Title 10, Chapter 14 "Supplementary and Qualifying Regulations," Section 10-14-12 "Residential Accessory Buildings" apply. Particularly Section 10-14-12.A.6 which requires a CUP for building heights over 15 feet.

10-14-12: RESIDENTIAL ACCESSORY BUILDINGS:

A. Accessory buildings in the residential zones, planned development zone, and traditional neighborhood district: Accessory buildings shall not be constructed upon a lot until the building permit has been issued for the main dwelling:

1. The roof shall not project across the property line;
2. Storm water runoff from the building shall not run onto an adjacent property;
3. All corner lots shall maintain twenty five foot (25') setbacks on all street sides;
4. Any accessory building placed over a utility easement shall require written approval from the joint utility committee;
5. Accessory buildings shall not cover more than twenty five percent (25%) of the rear yard area;
6. Accessory buildings shall be limited to one story and an overall height of fifteen feet (15') for pitched roofs (i.e., gable end roof) and twelve feet (12') for flat roofs (shed style), unless a conditional use permit is granted for a greater height;
7. Main dwelling and accessory buildings must be separated a minimum of six feet (6').
8. Accessory buildings located in the rear of the main dwelling, may be located zero feet (0') from the rear and side property lines, provided the building meets all requirements of this chapter.
9. Accessory buildings in a side yard:

a. Provided that it meets all required side and front yard setbacks for the zone and is at least six feet (6') from the main dwelling; and
b. Provided exterior looks similar to the main structure by using the same building materials, colors, roof pitch, and design. (Ord. 2015-12-015, 12-17-2015)

Setbacks: Side (East) = 2 feet (to carport/boat storage)
Rear (North) = 5 feet
West = N/A

Building: Garage
The proposed garage structure would be 1,020 sq. ft. (30' x 34') with approximately a sixteen foot (16') high ceiling. The exterior walls would be approx. sixteen feet (16') high (to top plate), and be twenty-two (22') to the roof ridge line. The building height would be approximately nineteen feet (19') to the midpoint of the roof (this is the roof height measurement), thus necessitating the purpose of this conditional use permit request.

Carport / Boat: Attached to the garage is a 476 sq. ft. (14 ft. x 34 ft.) covered structure for boat storage.

Adj. Land: Single-family residences

Notice: Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places: the City website, State website, and on two (2) bulletin boards in the City.

Staff Comments:

1. The property is an interior lot with frontage & access on 3970 South Street.
2. According to the applicant, the garage will be only for personal use (ATV, auto, RV, boat storage).
3. The proposed detached structure(s) will be setback 5 ft. from the rear and 2 feet from the side property line. Proposed side and rear yard setback are in compliance.
4. The structure(s) will be constructed approximately 11.84 feet from the home.
5. The proposed height (midpoint) is approx. nineteen feet (19') to accommodate an RV.
6. The detached structure will be constructed of wood with a stucco exterior and a concrete tile roof.
7. Note: No HOP (Home Occupation Permit) may be given for any business in the work shop or garage area (per Section 3-7-1 - only businesses conducted within the residence qualify for a HOP)

P.C.: The Planning Commission recommends approval (4:1) of the conditional use permit with conditions, comments, and findings:

1. Lot 51 - The property is an interior lot with frontage & access only on 3970 South Street.
2. Personal Use - The detached garage and carport is approved only for personal use (ATV, auto, RV, boat storage).
3. Setbacks - The requested setbacks are approved as 5 ft. from the rear property line and 2 feet from the side property line.
4. JUC Letter – The applicant shall obtain and provide a letter of approval from the JUC (Joint Utility Committee) for encroachment in to the side and rear yard setbacks. This shall be provided with the building permit.
5. Location to Home - The structure(s) will be constructed approximately 11.84 feet from the home.
6. Height - The proposed height (midpoint) is approx. nineteen feet (19')to accommodate an RV.
7. Materials - The detached structure will be constructed to match the home using wood construction with a stucco exterior and a concrete tile roof.
8. No H.O.P. – there shall be no HOP (Home Occupation Permit) granted for any business in the work shop or garage area (*per Section 3-7-1 - only permitted businesses conducted within the residence would qualify for a HOP*)

Findings: The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

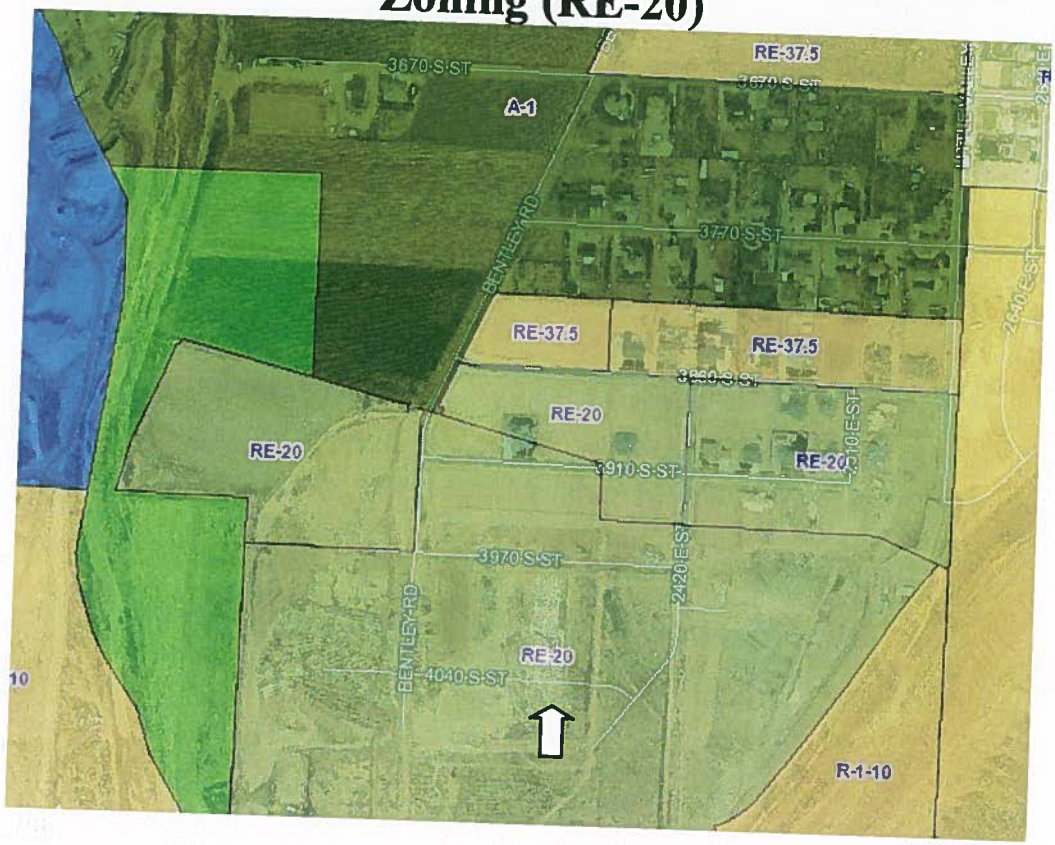
Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.

The detached structure will match the materials of the primary residence and will blend with the aesthetics typical of the neighborhood (large homes & large garages).		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
	N/A	F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
The detached structure will be approximately 19 feet in height (midpoint of roof)		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
	N/A	H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
	N/A	I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.

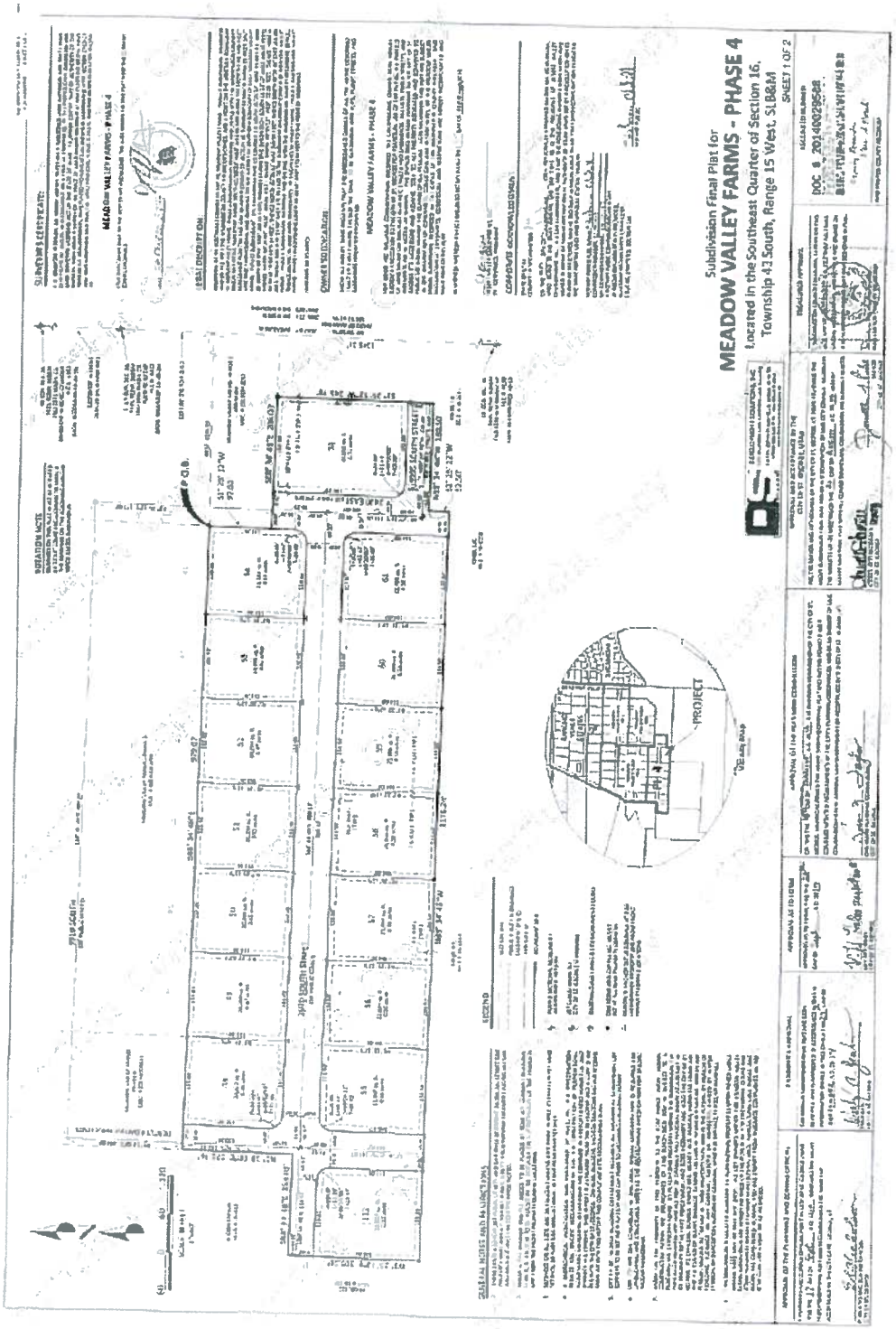
This detached structure fits the existing character of the residential estate zone.		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
	N/A	K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

Vicinity Aerial

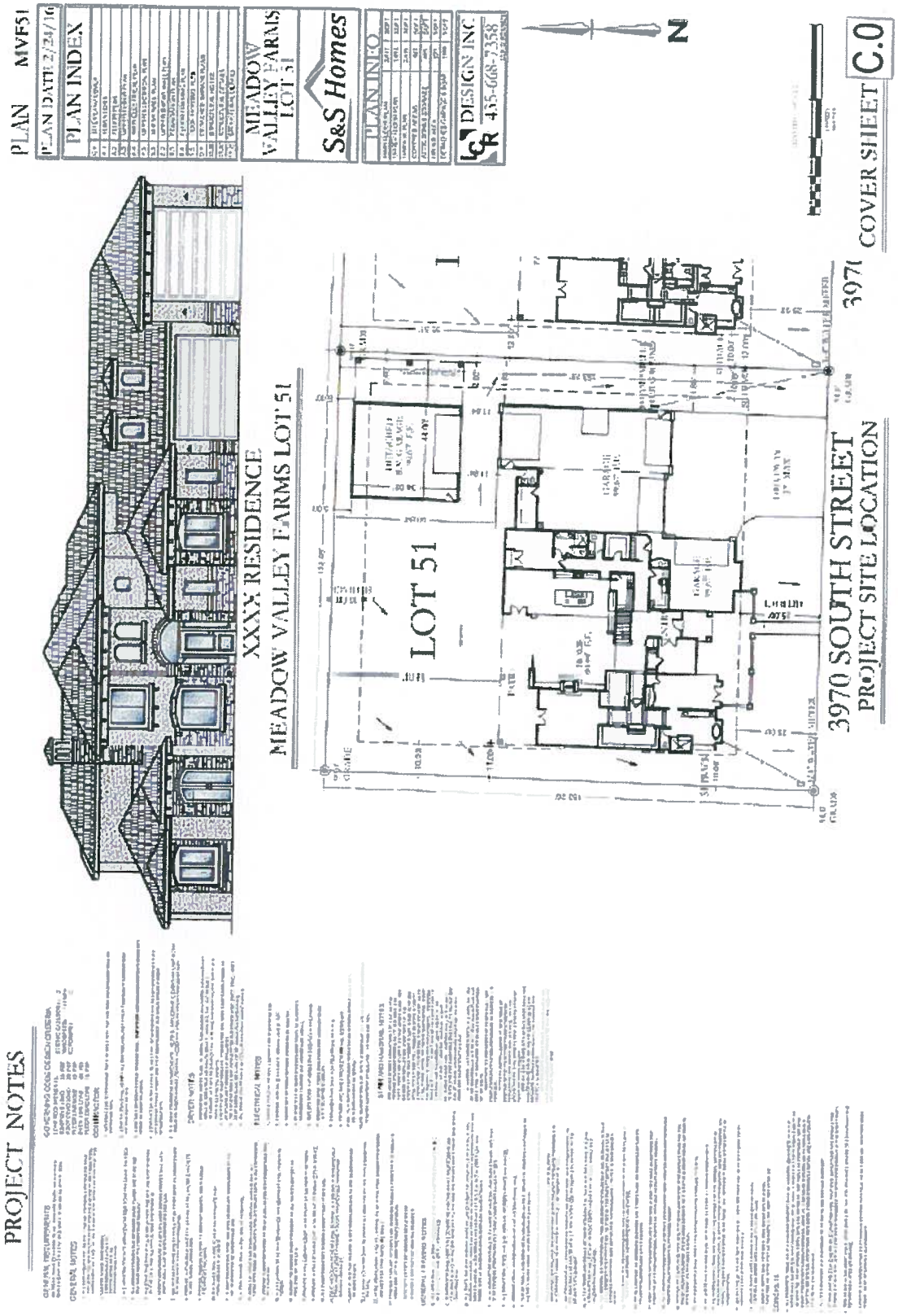
Zoning (RE-20)

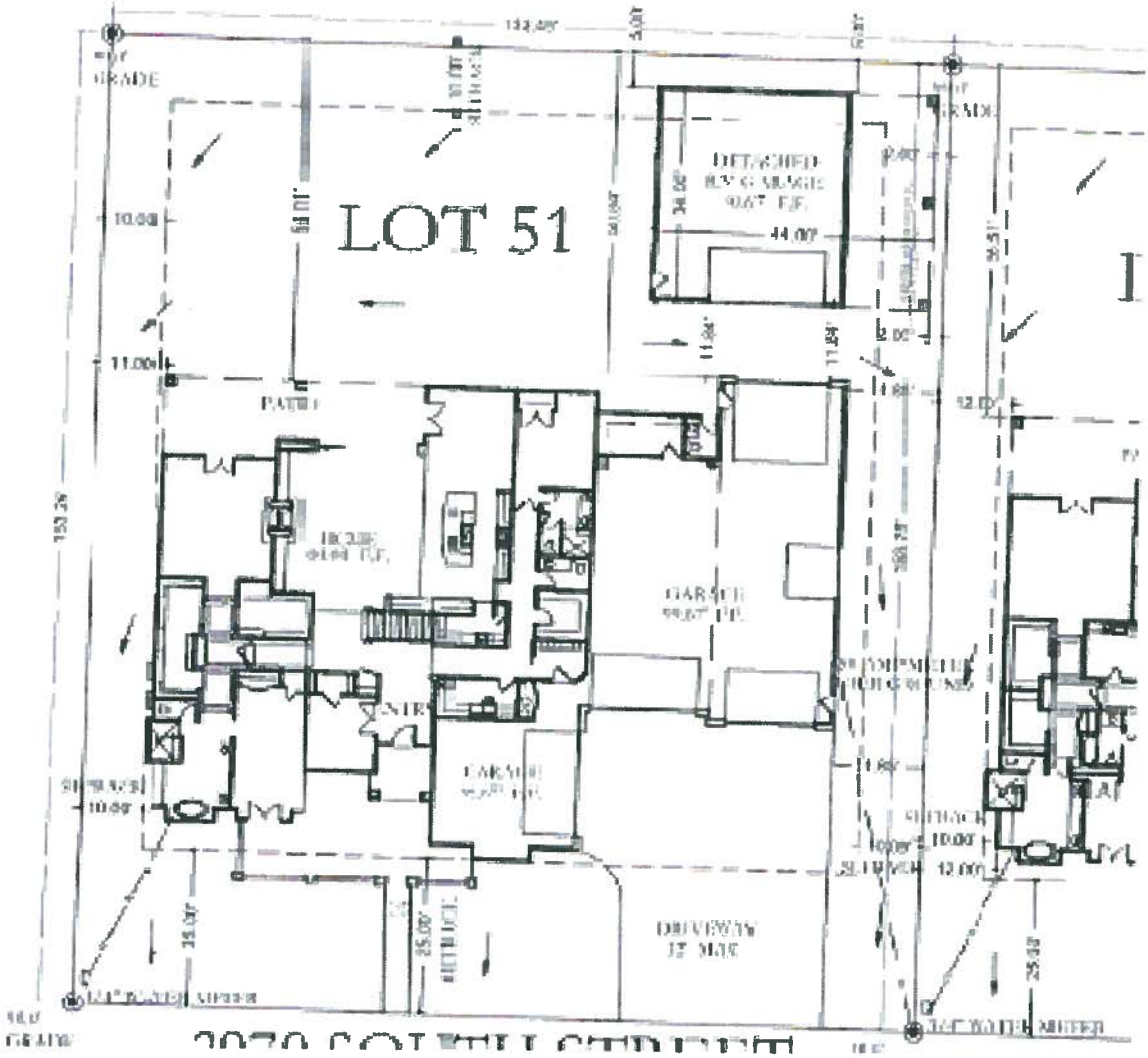


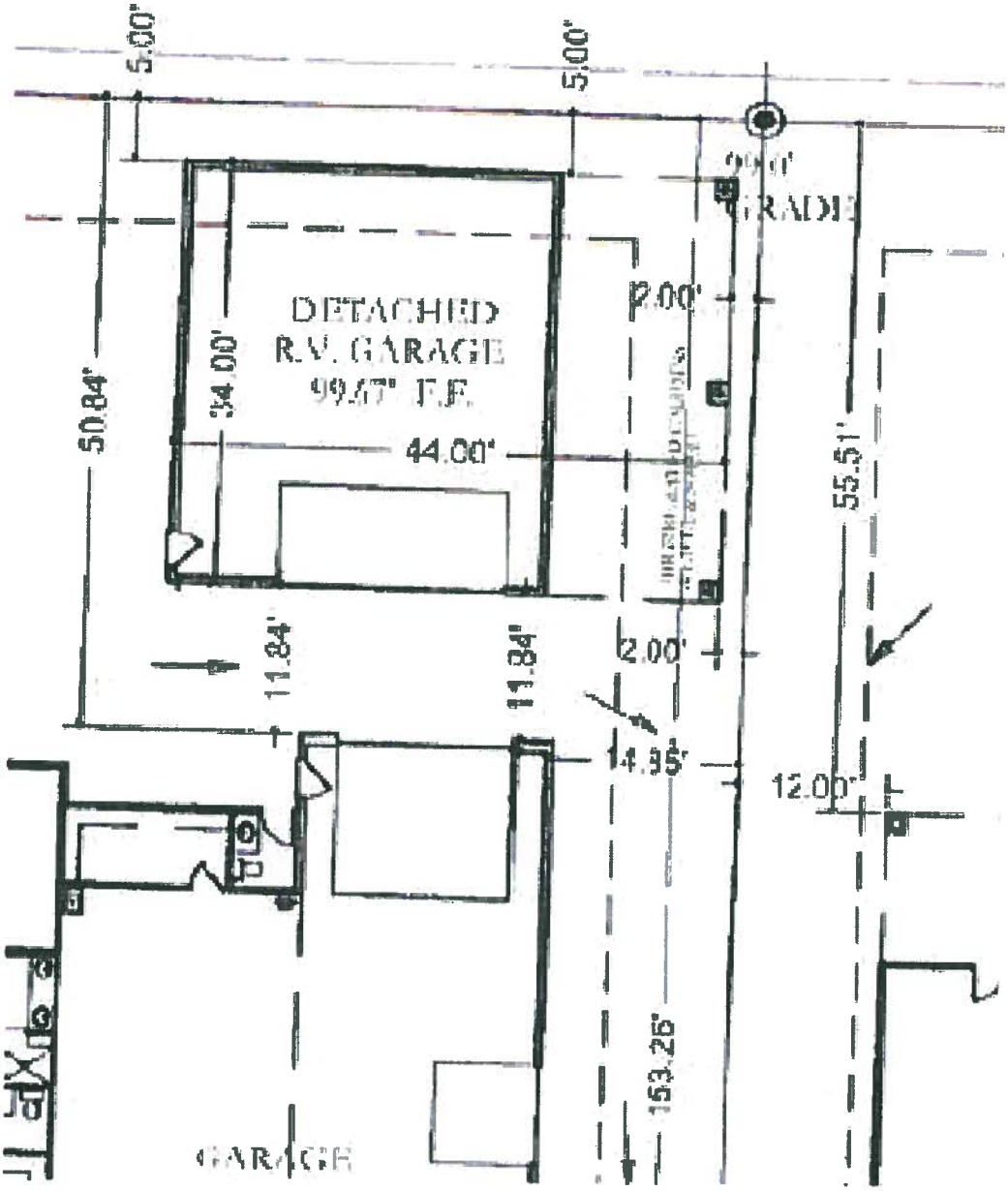
Meadow Valley Farms Phase 4



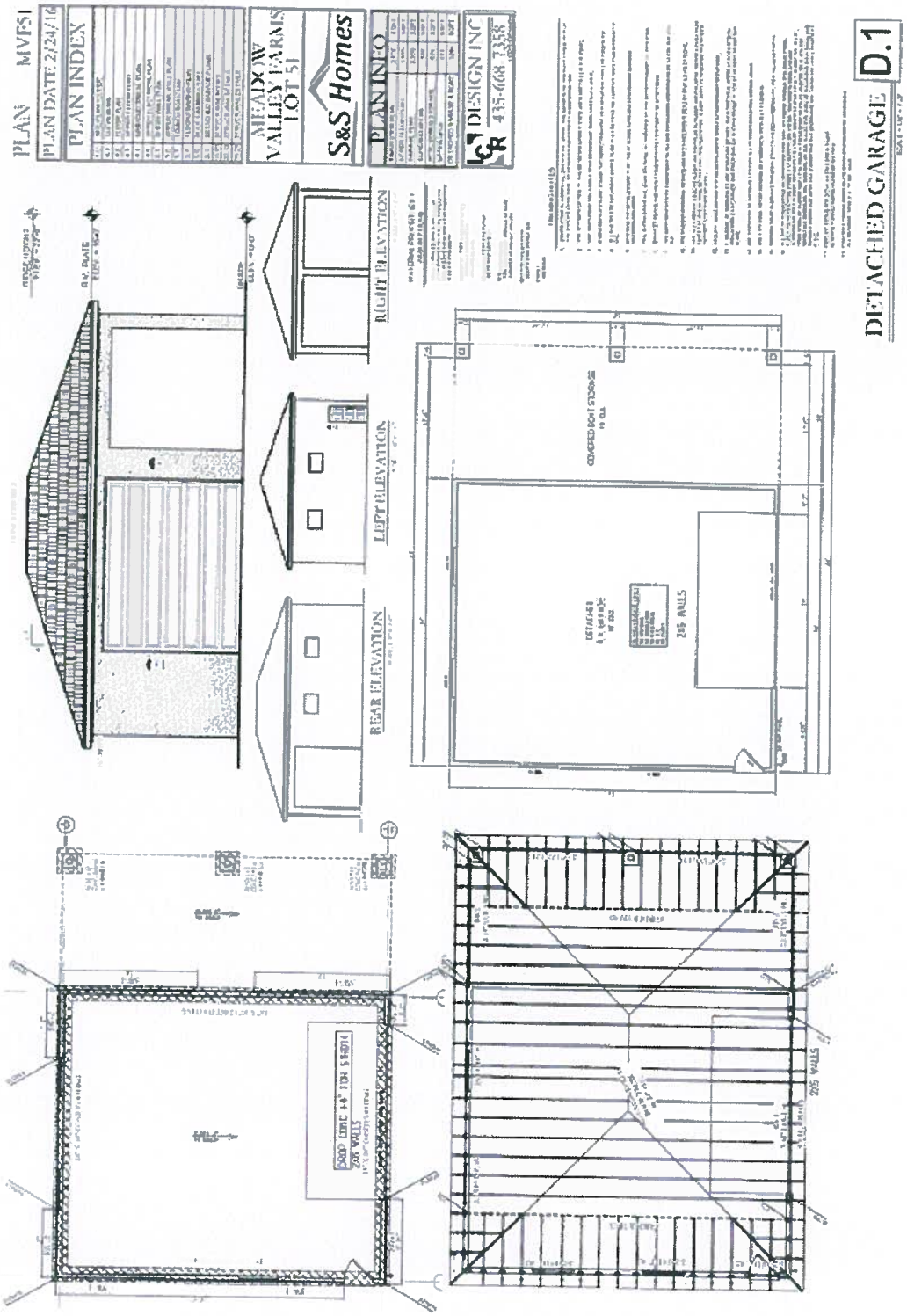
Site Plans

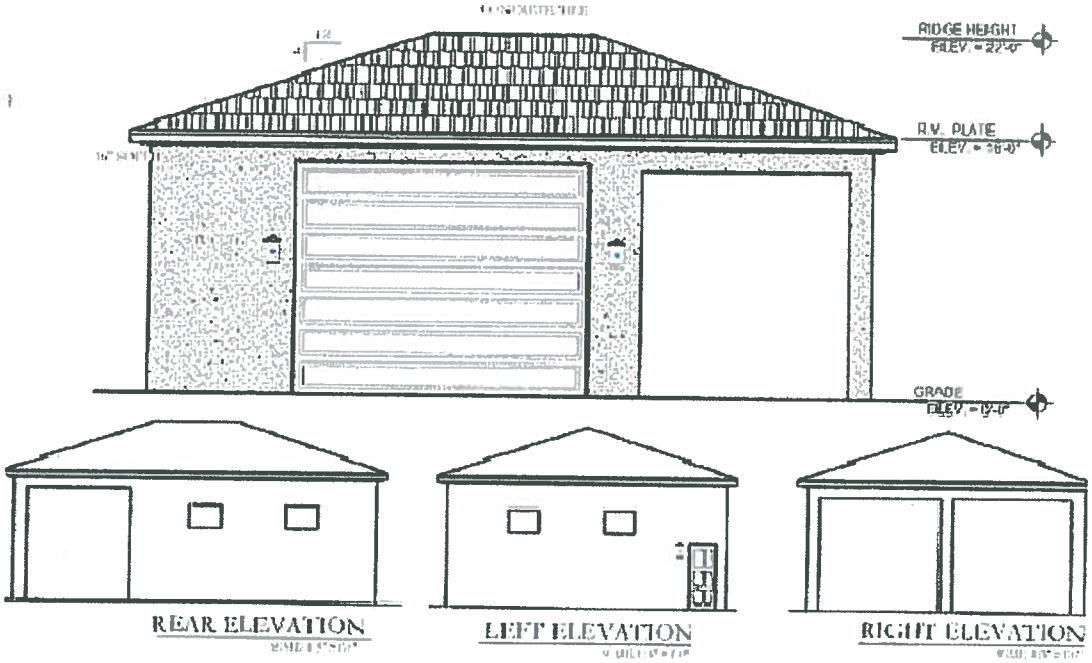

PLAN MVF51
PLAN DATE 2/24/16
PLAN INDEX
MEADOW VALLEY FARMS LOT 51
S&S Homes
PLAN INFO
DESIGN INC
435-668-7358
N
COVER SHEET C.0
XXXX RESIDENCE
MEADOW VALLEY FARMS LOT 51
LOT 51
3970 SOUTH STREET
PROJECT SITE LOCATION
PROJECT NOTES


LOT 51
DETACHED
GARAGE
DRIVEWAY
SETBACK
GRADE

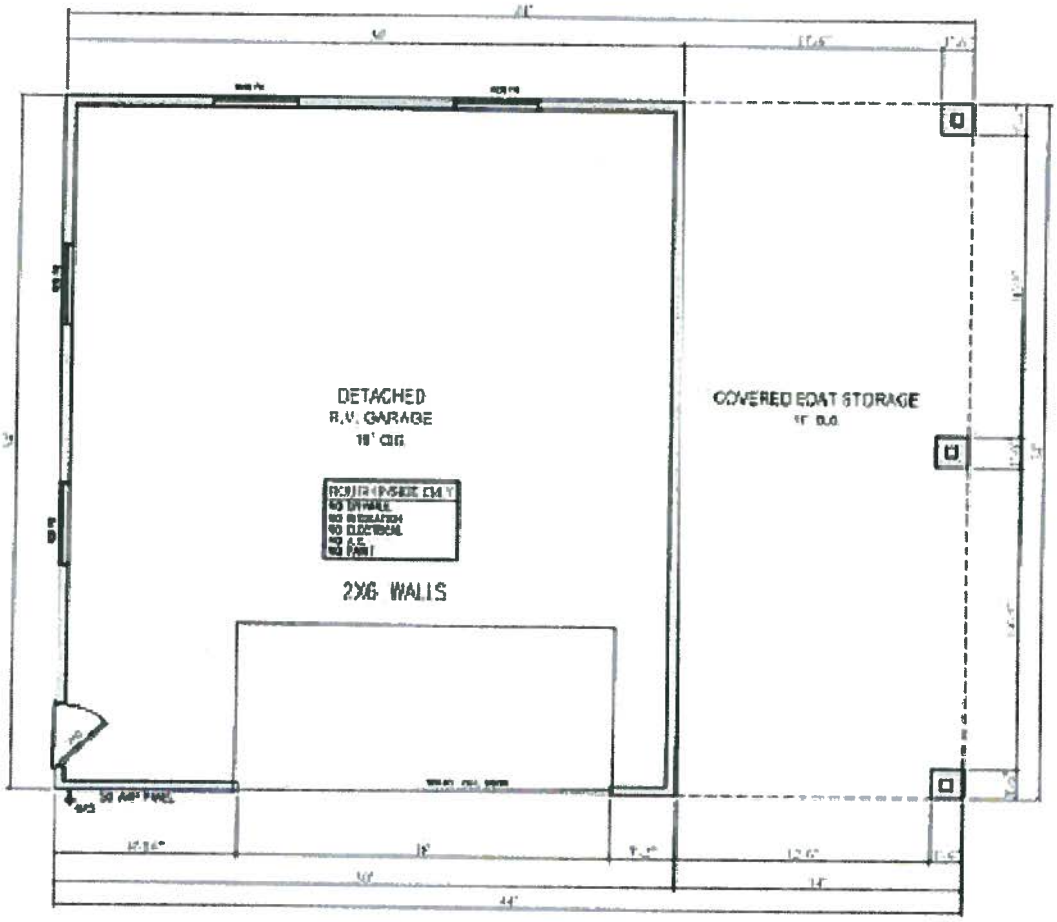

5.00'
5.00'
GRADE
DETACHED
R.V. GARAGE
99.67' F.F.
2.00'
50.84'
34.00'
44.00'
55.51'
11.84'
11.84'
2.00'
14.35'
12.00'
153.26'
GARAGE

Elevations


PLAN MVF51
PLAN DATE 2/24/16
PLAN INDEX
MEADOW VALLEY FARMS LOT 51
S&S Homes
PLAN INFO
DESIGN INC
435-668 7358
RIGHT ELEVATION
LEFT ELEVATION
REAR ELEVATION
DETACHED GARAGE
D.1


RIDGE HEIGHT
R.V. PLATE
GRADE
REAR ELEVATION
LEFT ELEVATION
RIGHT ELEVATION

Floor Plan



One e-mail of opposition was received

Ray Snyder

From: Ray Snyder
Sent: Friday, May 20, 2016 11:28 AM
To: 'Josh Tatum'
Cc: Diana Lemmon; John Willis
Subject: RE: Case No 2016-CUP-013
Attachments: PDF PC 2016-CUP-013 Garage Lot 51 Meadow Vly Farms.pdf

Mr. Tatum,

Thank you for your comments. I will copy your e-mail and provide copies to the Planning Commissions for their consideration when they meet next Tuesday.

For your information I've attached a copy of the staff report for the requested conditional use permit. The staff report also contains graphics which illustrate this request in detail. The applicant is asking to build a taller garage behind his home on Lot 51. Note that the City code (Section 10-14-12) limits garage heights unless a CUP is granted by the City Council. Each year the City Council typically sees several garage height requests (CUP's) throughout the community and they are looked at on a case by case basis.

Ray Snyder
Planner II
175 East 200 North
St George, Utah 84770
(435) 627-4437
ray.snyder@sgcity.org

From: Josh Tatum [mailto:jtatum@jsmechanical.com]
Sent: Friday, May 20, 2016 9:45 AM
To: Ray Snyder
Subject: Case No 2016-CUP-013

Dear Mr. Snyder;

I believe that the City Ordinances are there for a reason and that they should be followed. As the owner of the lot across the street I would request that the Conditional Use Permit be denied.

Thank you for presenting me with the opportunity to voice my opinion.

Sincerely,

Josh Tatum

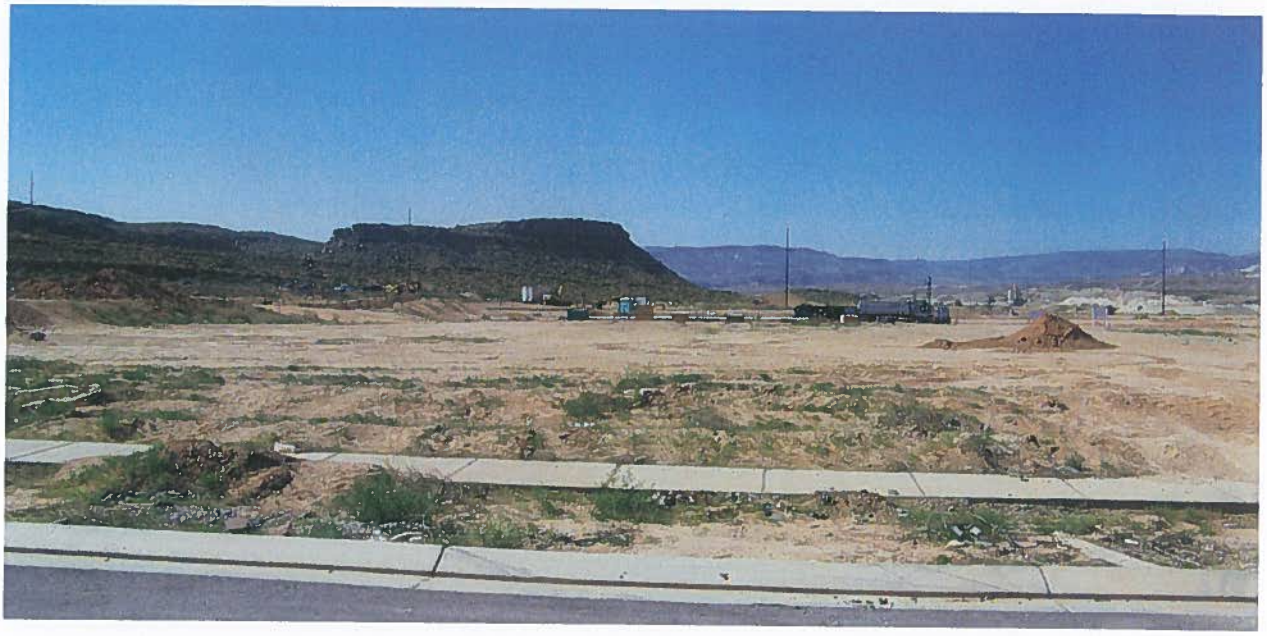
Josh Tatum| Assistant Sec/Treas | jtatum@jsmechanical.com | 801.553.9922 | jsmechanical.com

Meadow Valley Farms Neighborhood

Examples of Garages in immediate neighborhood

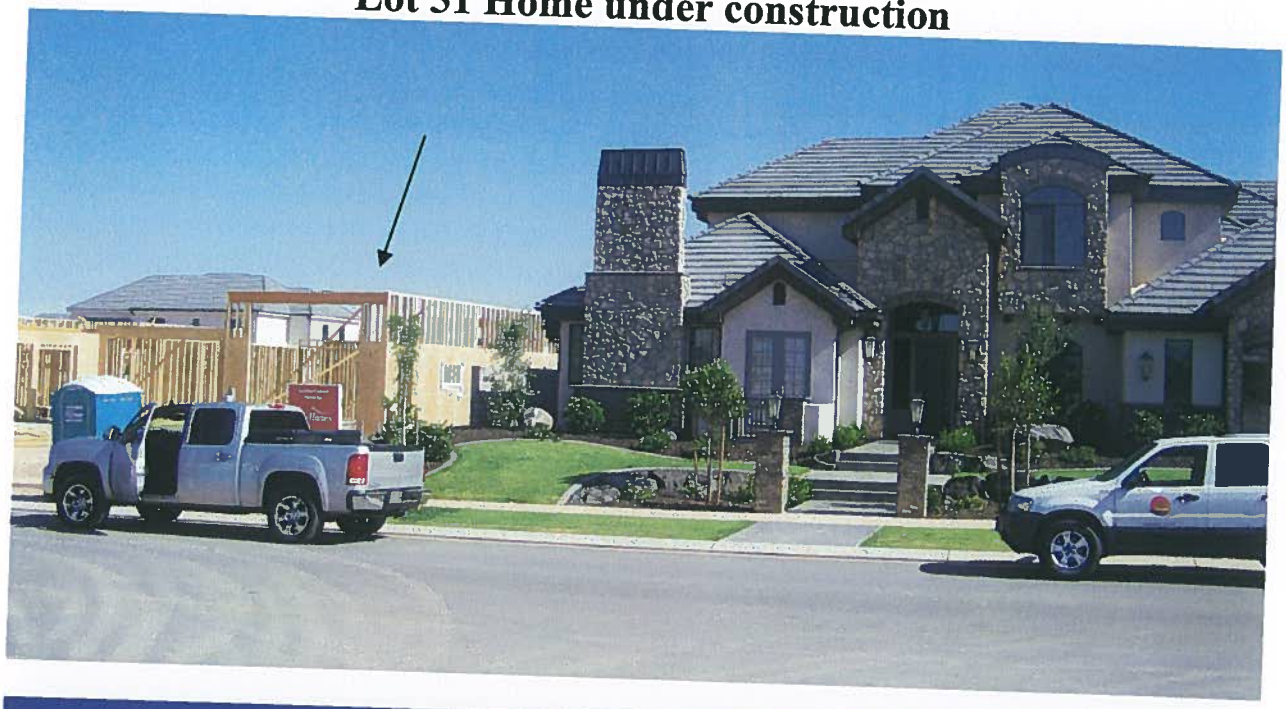
Attached example

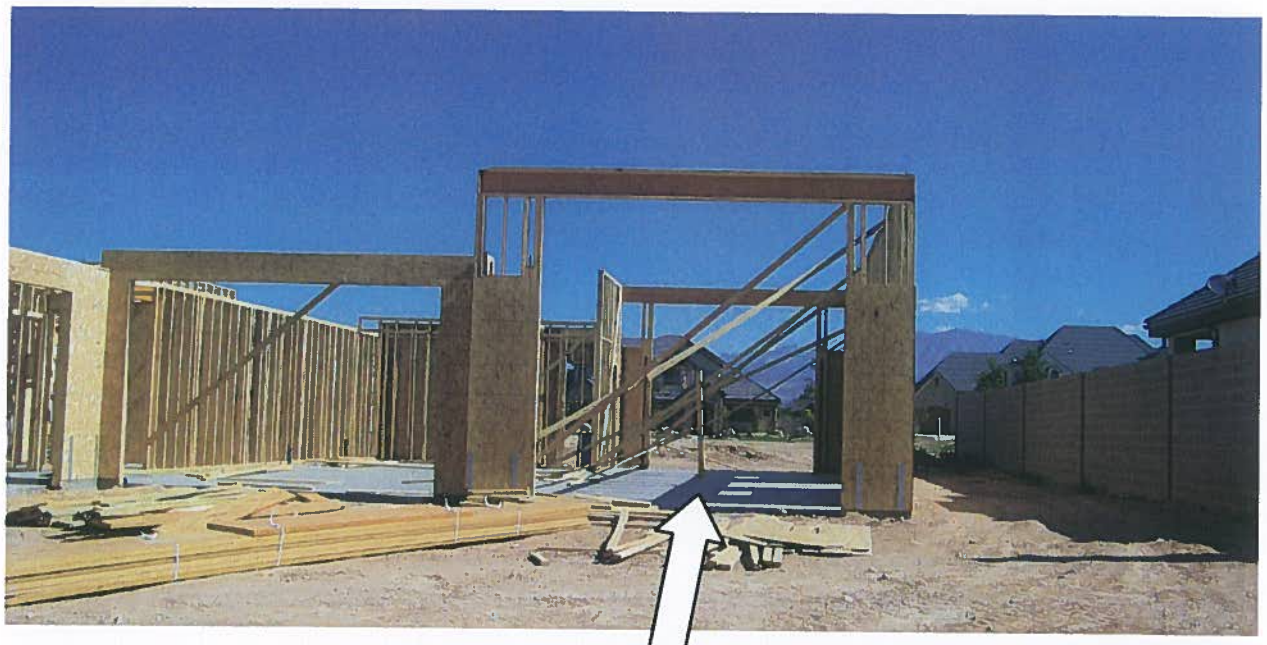
Vacant Lot which sent opposition e-mail (across the street)

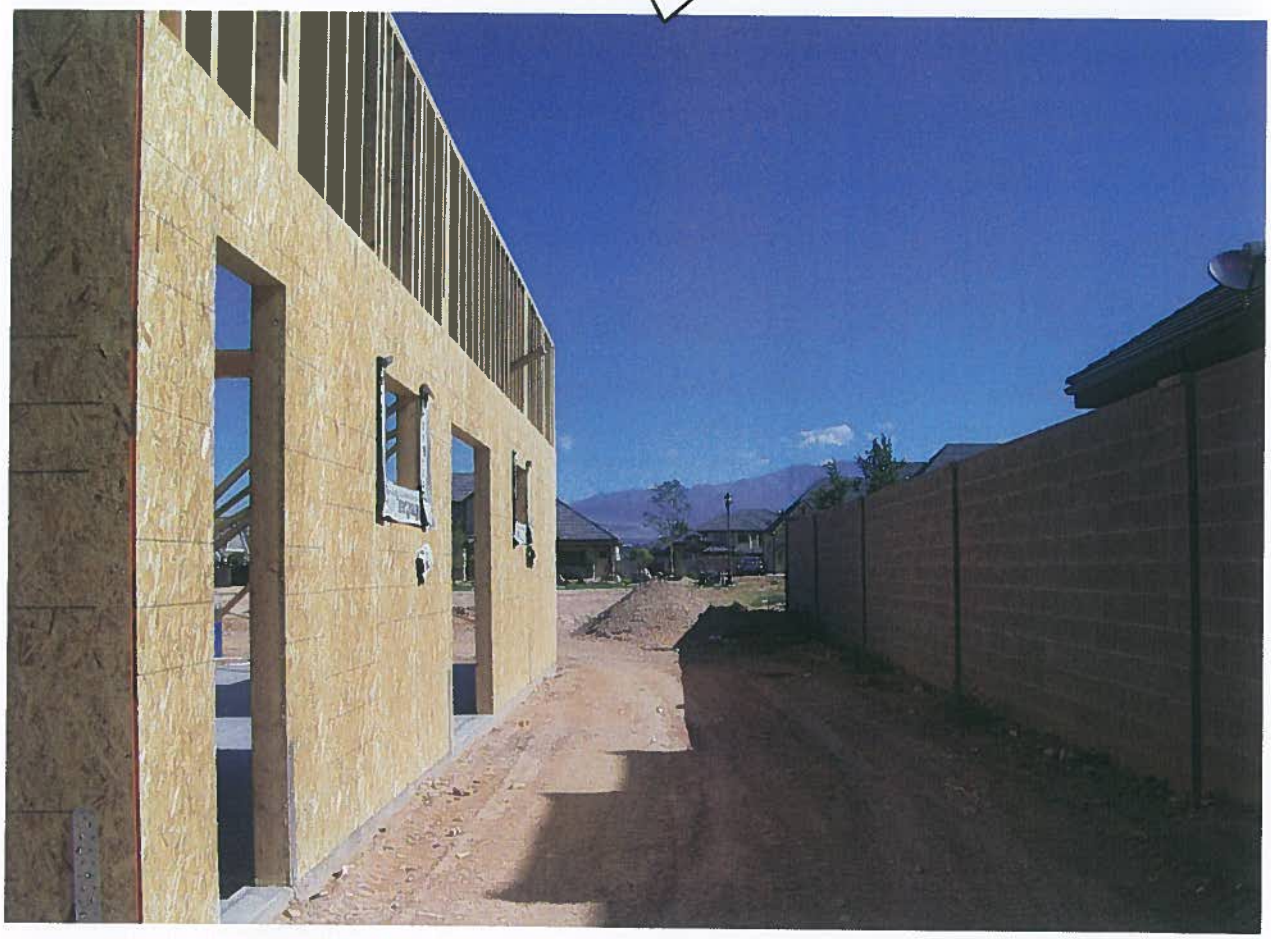


View of Lot 51 (from the vacant lot)

Lot 51 Home under construction



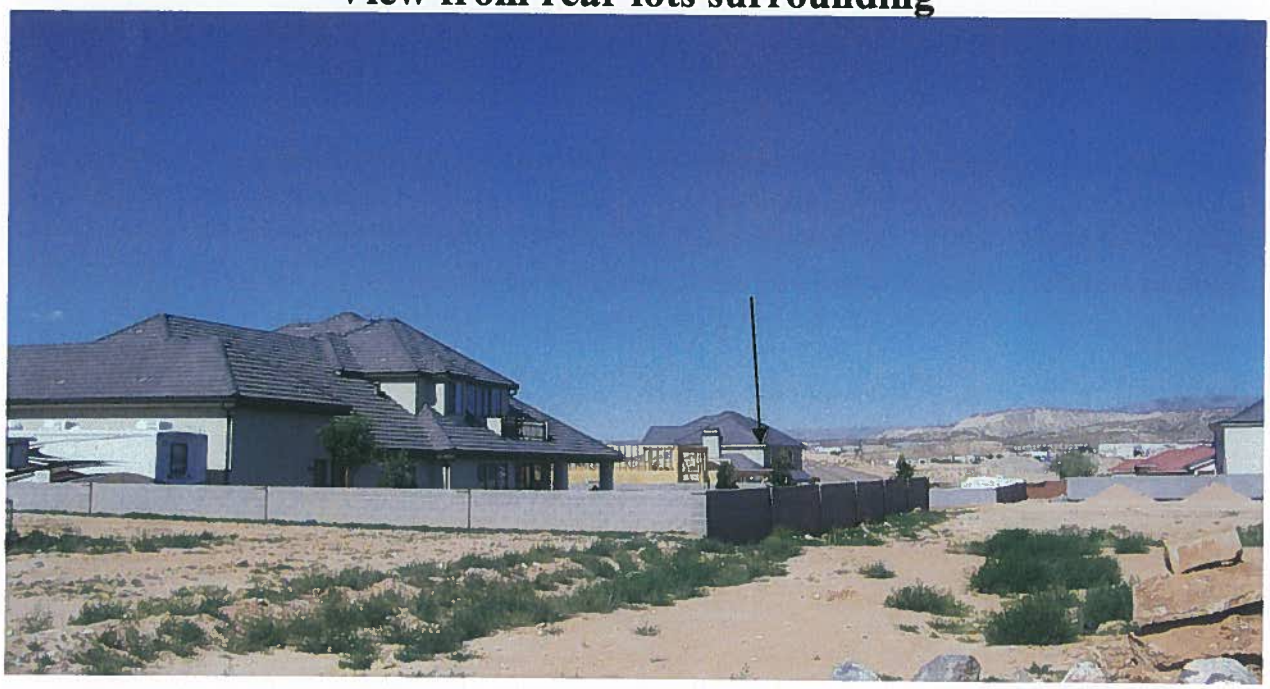




Carport footings

View of back of attached garage to home

View from rear lots surrounding



Application

CITY OF ST GEORGE
REC#: 01554475 5/10/2016 9:39 AM
TRAN: 150.0000 PLANNING FEES
OPER: LIC TERM: 035
REF#: 93438
DOP: SG-MVF-4-51
S & S CONSTRUCTION
PLANNING FEES 300.00CR
TENDERED: 300.00 1 CHECK(S)
APPLIED: 300.00
CHANGE: 0.00

CONDITIONAL USE PERMIT
APPLICATION & CHECKLIST

I. PROPERTY OWNER(S) / APPLICANT INFORMATION

APPLICANT: S&S Construction
(If different than owner)
MAILING ADDRESS: 1363 E 170 S. STE 301
St. George, UT 84790
PHONE: [redacted]
E-MAIL ADDRESS: brandie@sshomes.info
LOCATION OF SUBJECT PROPERTY: 2335 E 3970 S.
St. George, UT 84790
CONTACT PERSON / REPRESENTATIVE (if applicable): Brandie
(If different than owner)
MAILING ADDRESS: 1363 E 170 S. STE 301
St. George, UT 84790
PHONE: [redacted] FAX:
E-MAIL ADDRESS: brandie@sshomes.info

II. PROPERTY INFORMATION

ZONING: Residential SUBDIVISION: Meadow Valley Farms

TAX I.D. NUMBER (PARCEL SERIAL NUMBER): SG-MVF-4-51

EXISTING USE: _____
Use of property and/or Buildings

PROPOSED USE: Detached garage for RV / Boat Storage
Use of property and/or Buildings.

OFFICE STAFF USE ONLY
CASE NO. 2016-CUP-013 FILING DATE: 5/11/16 RECEIVED BY: [signature] RECIEPT: _____
FEE: $300.00 – PAYABLE BY CHECK OR MONEY ORDER. CASH WILL NOT BE ACCEPTED

III. SUBMITTAL CHECKLIST

- ☑ 1. General Information Form - completed. (*This application-first page*)
- ☑ 2. Mailing Labels - Property Owner's (*The mailing labels can be obtained from the Washington County Recorder's Office*)
- ☑ 3. Radius Map – Property Owner's- identifying all properties within the required 300 ft. radius. (*The radius map can be obtained from the Washington County Recorder's Office*).
- ☐ 4. Narrative - minimum one (1) page of proposed use. (*ALL projects*). - Not Needed
- ☑ 5. Two (2) copies of the Subdivision Plat.
- ☑ 6. Two (2) copies of the Site Plan – minimum size 22" x 34" (ANSI D).
- ☑ 7. Two (2) copies of the Elevation(s) – minimum size 22" x 34" (ANSI D) for building height requests
- ☑ 8. One (1) copy (each) - 8-1/2" x 11" reduction of the subdivision plat and site plan.
- ☑ 9. One (1) copy - 8-1/2" x 11" reduction of the elevation(s) for building height requests.
- ☐ 10. Color and Materials Board (*or approved equivalent as required*). Not Needed
- ☑ 11. Payment of $300.00 filing fee by Check or Money Order .

IV. SITE PLAN REQUIRED INFORMATION CHECKLIST

- ☐ 1. Current address of project, County Assessor's parcel number(s), and the applicant's and plan preparer's name, address, email address, phone and fax numbers.
- ☐ 2. North Arrow and scale.
- ☐ 3. Property Lines, with dimensions, and the location, width and description of any easements.
- ☐ 4. Existing and proposed streets, including names, centerlines, widths, and future rights of way and improvements.
- ☐ 5. Show existing fire hydrants within 300 feet of the project site.
- ☐ 6. Show proposed Fire Department access lane(s) *(if applicable)*.
- ☐ 7. Show and dimension all existing and proposed buildings and structures;
  - Show distances between existing and/or proposed buildings.
  - Show distance from existing and/or proposed buildings to property line.
  - Show all required and proposed building setback lines.
  - Show any nearby buildings, proposed or existing, within 30 feet of the subject property lines.
  - Show proposed walls, fences, trash enclosures, accessory buildings, etc.
- ☐ 8. Show proposed and existing parking, driveways and on-site access points (where applicable show any off-site parking within the vicinity). Indicate width of driveways and drive aisles, and show distances between driveways. Show parking space dimensions, handicapped accessible spaces, and indicate one-way and two-way drive aisles.
- ☐ 9. Show any significant natural features such as rock outcroppings and water courses.
- ☐ 10. Show proposed landscaping, including quantity and, locations; a separate landscaping plan may be substitutes instead of showing information on the site plan.
- ☐ 11. Show locations and dimensions of pedestrian access ways, loading areas, and access to service areas.

- ☐ 12. Show proposed lighting fixtures in parking areas, adjacent to walkways, and on buildings, and indicate type.
- ☐ 13. Show all existing and proposed public improvements, including water, sewer, catch basins, curbs, gutters, sidewalks, street lights, signals, power lines, utility vaults, and utility poles.
- ☐ 14. Show existing contour lines and proposed contour lines indicating finished grade on the site; a grading plan may be substituted instead of showing contours on the plan, if desired.
- ☐ 15. Show location of on-site and off-site drainage, both existing and proposed.
- ☐ 16. Provide a **legend** (data box) on the site plan that includes:
  - a. Current Zoning
  - b. Total lot square footage
  - c. Total building square footage
  - d. Percentage of Lot Coverage
  - e. Setbacks (Existing and/or Proposed)
  - f. Building Height (Proposed)
  - g. Parking (show calculations)
  - h. Open Space
  - i. Landscaping (show calculations and % of coverage)
  - j. Proposed Use (e.g. restaurant, retail, office, etc.)(show square footage allocated to each use within building(s).
  - k. For multiple family residential projects; include unit type, number of bedrooms, square footage per unit, unit mix, etc.
  - l. Indicate the intended occupancy type of all buildings.
  - m. Identify building sprinkled and/or non-sprinkled

V. GENERAL STANDARDS FOR APPROVAL OF CONDITIONAL USES (Section 10-17-7)

The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval: *(if category applies, attach a separate sheet with explanation)*

Yes	N/A	Category	Description
		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
		B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
		C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.

			2. Uses shall not locate within the 100-year flood plain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
		F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.
		G. Height	1. Buildings shall fit into the overall context of the surrounding area. 2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.
		H. Hours of Operation	1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.
		I. Saturation / Spacing	1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas
		J. Maintain Character and purpose of zone	1. Uses shall be consistent with the character and purpose of the zone within which they are located.
		K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)

VI. COMMENTS

1. Please be aware that, if determined necessary by City staff, additional information and/or special studies may be required to review the project. These studies may include, but not be limited to: a soils report, hydrology report, traffic study, etc.

2. Until the following information is submitted, your application will be considered incomplete:

3. The applicant has the ability and intention to **utilize said CONDITIONAL USE PERMIT within twelve (12) months from date of final approval** by the City Council; and the applicant understands this CONDITIONAL USE PERMIT application, if granted, becomes null and void and of no effect if unused within twelve (12) months from the date of filing the application, or if any time after granting the use is discontinued for a period of twelve (12) months, or developed by someone other than the applicant

4. A CONDITIONAL USE PERMIT approval does not eliminate the necessity of obtaining a building permit, which is required for construction of all buildings in the project.

5. Are there any deed restrictions affecting the use of the property involved? Give the expiration date of these restrictions, if applicable.

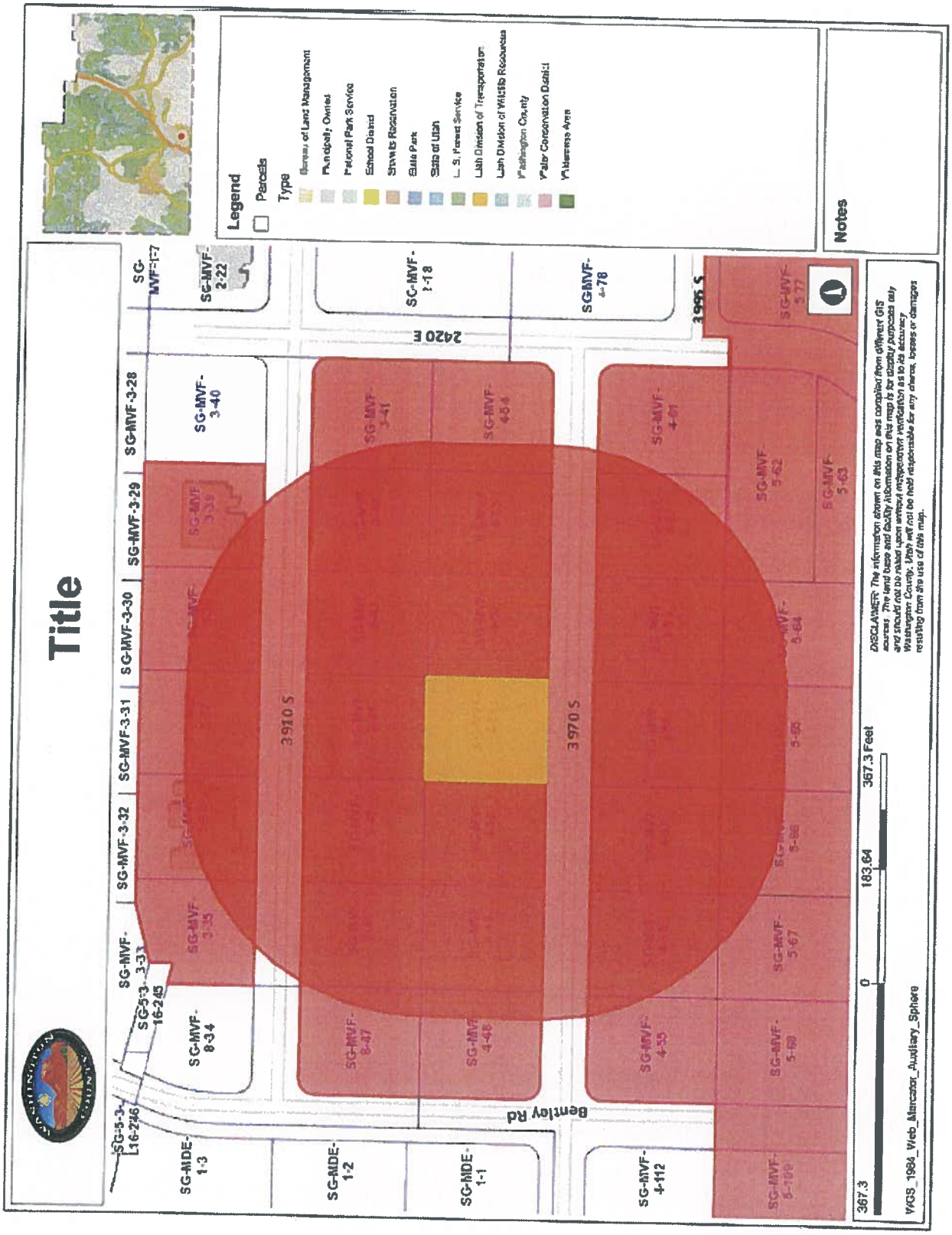
6. Required site improvements such as pavement for parking areas, curb and gutter, privacy walls, landscaping, storm drain facilities, and all other improvements required under City Ordinance shall be completed prior to the issuance of a certificate of occupancy or approval for permanent electric power service. In the event such improvements cannot be completed prior to receiving permanent or a certificate due to weather conditions or other unusual circumstances, a financial guarantee in the form of a cashiers check, bond, escrow, or other financial guarantee acceptable to the City attorney shall be provided to the City guaranteeing that such improvements will be fully completed within ninety (90) days of the issuance of permanent power and/or a certificate of occupancy.

VII. APPLICANT AGREEMENT

I (we) have read and understood the requirements of this application and all information is true and accurate to the best of my (our) abilities.

Signature [signature] Date 5/9/16

Signature Date


Title
Legend
Parcels
Type
Bureau of Land Management
Municipally Owned
National Park Service
School District
Shoshone Reservation
State Park
State of Utah
U. S. Forest Service
Utah Division of Transportation
Utah Division of Wildlife Resources
Washington County
Water Conservation District
Wilderness Area
Notes
Bentley Rd
2420 E
3910 S
3970 S
3995 S
SG-MVF-3-28
SG-MVF-3-29
SG-MVF-3-30
SG-MVF-3-31
SG-MVF-3-32
SG-MVF-3-33
SG-MVF-3-40
SG-MVF-3-41
SG-MVF-4-54
SG-MVF-4-61
SG-MVF-5-62
SG-MVF-5-63
SG-MVF-5-64
SG-MVF-5-65
SG-MVF-5-66
SG-MVF-5-67
SG-MVF-5-68
SG-MVF-5-69
SG-MVF-5-77
SG-MVF-4-55
SG-MVF-4-48
SG-MVF-8-47
SG-MVF-8-34
SG-MVF-3-35
SG-MVF-2-22
SG-MVF-1-7
SG-MVF-1-18
SG-MVF-4-78
SG-MVF-4-112
SG-MDE-1-3
SG-MDE-1-2
SG-MDE-1-1
SG-5-3-16-245
SG-5-3-16-246
367.3
0
183.64
367.3 Feet
WGS_1984_Web_Mercator_Auxiliary_Sphere

DRAFT

Agenda Item Number :

Request For Council Action

Date Submitted	2016-05-31 09:30:29
Applicant	Chief Marlon Stratton
Quick Title	2016 Justice Assistance Grant
Subject	This is a public hearing to review the proposed programming of the 2016 Justice Assistance Grant. The grant requires signature of the Inter-local agreement and review and approval by the City Council.
Discussion	The St. George Police Department will receive $20,307 upon approval of the proposed program. The grant is being programmed for the purchase of 800MHz (Megahertz) portable radios. We anticipate purchasing between 10 and 15 radios dependent upon features and pricing at the time of purchase.
Cost	$20307
City Manager Recommendation	
Action Taken	
Requested by	Mike Giles
File Attachments	2016 JAG Interlocal Agreement.docx
Approved by Legal Department?	Yes
Approved in Budget?	No **Amount:**
Additional Comments	
Attachments	2016 JAG Interlocal Agreement.docx

GMS APPLICATION NUMBER 2016-H3031-UT-DJ

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

2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This agreement is made and entered into this 1st day of July, 2016, by and between WASHINGTON COUNTY, acting by and through its governing body, the Washington County Commission, hereinafter referred to as COUNTY, and the CITY of ST. GEORGE, acting by and through its governing body, the St. George City Council, hereinafter referred to as CITY, both of Washington County, State of Utah, witnesseth:

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

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

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

WHEREAS, the CITY agrees to provide the COUNTY $0 from the JAG program award per the allocation for local solicitation

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to provide COUNTY $0 of JAG funds. The CITY is awarded $20,307.00.

Section 2.

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

Section 3.

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

GMS APPLICATION NUMBER 2016-H3031-UT-DJ

Section 4.

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

Section 5.

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

Section 6.

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

Section 7.

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

CITY OF ST. GEORGE	WASHINGTON COUNTY
Jonathan T. Pike Mayor	Alan D. Gardner, Chair Washington County Commission
ATTEST:	ATTEST:
Christina Fernandez City Recorder	Kim Hafen Clerk/Auditor
5-27-16 Shawn Guzman City Attorney	Brock Belnap County Attorney

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