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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, July 11, 2019 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. Comments from the public.

The Open Comment Period provides an opportunity to address the Mayor and City Council regarding concerns or ideas on any topic. To be considerate of everyone at this meeting, public comment will be limited to three minutes per person. Participants are to state their names for the record. Comments, which cannot be made within these limits, should be submitted in writing to the City Recorder at christina.fernandez@sgcity.org.

The Mayor and City Council encourage civil discourse for everyone who participates in the meeting.

Comments pertaining to an agenda item that includes a public hearing or public input should be given as that item is being discussed during the meeting.

2. Consent Calendar.

a. Consider approval of a Professional Services Agreement with Landmark Testing for the materials testing of the Gunlock Water Treatment Plant Project.

BACKGROUND and RECOMMENDATION: Construction of the Gunlock Water Treatment Plant will begin shortly. This Professional Services Agreement with Landmark Testing is for the geotechnical and materials testing of the project. The materials testing includes concrete strength testing, soil compaction testing, and the rebar, concrete, bolting, and welding special inspections that are required for the project. Staff recommends approval.

b. Consider approval of an Agricultural Water Connection Agreement with Jace King.

BACKGROUND and RECOMMENDATION: In the past, the City has entered into Agricultural Water Connection Agreements with some property owners who want a water connection for agricultural purposes but are not in a position to pay a full impact fee at this time. The agreement specifies that the water connection is only to be used for agricultural purposes (stock watering) and that the agreement would automatically be terminated when the property sells or when the use of the water changes from

agricultural use to any other use. At that time, a full water impact fee would be assessed for the water connection. Staff recommends approval.

c. **Consider Approval of the Reimbursable Agreement Amendment A1 between the FAA and the City of St. George.**

BACKGROUND and RECOMMENDATION: The City approved the Reimbursable Agreement with FAA to provide engineering services for grading, construction, and flight inspection on the Runway End Identifier Lights (REIL) and Precision Approach Path Indicators (PAPIs). This amendment to the Reimbursable Agreement is to provide the actual grading, construction, and flight inspection on the work as proposed by the FAA for a total cost of $524,962.04, of which the City's portion of the work is 9.15% ($48,034.03) and will be paid for using Passenger Facility Charges (PFCs). These costs are included in the overall project budget. Staff recommends approval.

d. **Consider approval of the minutes from the meeting held on June 20, 2019.**

3. **Set date for public comment regarding the sale of a significant parcel of real property by the City.**

BACKGROUND and RECOMMENDATION: Per City ordinance 1-13-1, et. seq., set the date, time, and place for public comment on the City sale of two significant parcels of real property with an estimated fair market value over $500,000 each. The properties are located at 60 West St. George Blvd, parcel SG-459-B-CB, and 70 West St. George Blvd, parcel SG-459-A-CB. Staff recommends taking public comment at the August 1, 2019 City Council meeting.

4. **Consider approval of an ordinance prohibiting the consumption of alcohol in areas open to the public.**

BACKGROUND and RECOMMENDATION: The City had a similar ordinance in the business license provisions for alcohol establishments. It was repealed when the City changed the licensing laws to make them more uniform with the state laws. This law was unintentionally left out. The City also has a law that prohibits alcohol in the City parks. That section should be moved into the criminal code so the public alcohol sections are in one place. Staff recommends enacting the ordinance to prohibit open containers of alcohol and the consumption of alcohol in places open to the public such as parking lots, vacant lots, and other areas were groups may gather to drink and party.

5. **Consider approval of an ordinance changing the zone for 3210 East Street from A-1 (Agricultural, minimum lot size 40,000 square feet) to R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) on approximately 4.77 acres generally located on 3210 East Street, south of 2000 South Street.**

BACKGROUND and RECOMMENDATION: The applicant is seeking to rezone this piece of land from A-1 (Agricultural, minimum lot size 40,000 sq ft) to R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) for the purpose of developing residential lots. This zone-change request is in harmony with the LDR (Low-Density Residential) General Plan land-use designation and the surrounding R-1-10 Zone to the south and west. The Planning Commission recommended approval.

6. **Consider approval of an ordinance changing the zone for Teakwood Phase 5 from A-1 (Agricultural, minimum lot size 40,000 square feet) and ASBP (Airport Supporting Business Park) to R-1-8 (Single Family Residential, minimum lot size 8,000 square feet) on approximately 55.22 acres generally located east of 3350 East Street and north of the existing Teakwood subdivision.**

BACKGROUND and RECOMMENDATION: The applicant is requesting to change the zone on the portion of the property, which is not located in the steep slopes and rockfall hazard areas. The Planning Commission recommended approval.

7. **Consider approval of an ordinance changing the zone from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to R-1-7 (Single Family Residential, minimum lot size 7,000 sq ft) for Divario PA 13 (Planning Area 13) on approximately 61.67 acres generally located west of Plantations Drive and north of 730 South Street on the City border in the Divario Ridge subdivision.**

BACKGROUND and RECOMMENDATION: This is a request to consider a zone change from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to R-1-7 (Single Family Residential, minimum lot size 7,000 sq ft) on approximately 61.67 acres. The request is consistent with the general plan for this area. The Planning Commission recommended approval.

8. **Consider approval of an ordinance amending the PD-R (Planned Development Residential) zone to add a commercial use list for the Green Valley Spa Building generally located at 1871 West Canyon View Drive on approximately 4.55 acres.**

BACKGROUND and RECOMMENDATION: The existing Green Valley Spa Building has been used for commercial uses for over 25 years. However, this request is to officially establish a 'use list' of uses which may occur in this building as part of the existing PD zoning. The Planning Commission recommended approval.

9. **Consider approval of an ordinance amending the PD-C (Planned Development Commercial) zone to develop a professional commercial building for retail or office use at Boulder Creek Crossing Lot 5 located at approximately 1455 South River Road on approximately 0.61 acres.**

BACKGROUND and RECOMMENDATION: This PD-C zone change is requested to approve the conceptual layout, elevations, materials and color board, site plan, 2-D elevations, etc. for development of Lot 5. The Planning Commission recommended approval.

10. **Consider approval of an ordinance to amend the PD-C (Planned Development Commercial) zone for Paparazzi Warehouse #2 Re-Design on approximately 14.7 acres generally located south of 4771 South Desert Color Parkway and south of the 1st warehouse.**

BACKGROUND and RECOMMENDATION: Previously the City Council reviewed and approved warehouse #2 for Paparazzi on October 18, 2018. However, the applicant now wishes to return with a re-design of the building which includes the addition of a 3rd floor office area. The Planning Commission recommended approval.

11. **Consider approval of a request for a Hillside Development Permit to allow the installation of a pool in the rear yard of Lot 604 in the Stone Cliff subdivision.**

BACKGROUND and RECOMMENDATION: The applicant seeks a Hillside Development Permit to be able to build a pool within the 75-foot no build area on the plat. The Hillside Review Board observed there were no significant rock outcroppings on this lot. The area is zoned PD-R (Planned Development Residential). The Planning Commission recommended approval.

12. **Consider approval of an amended final subdivision plat for Lot 604, Stone Cliff Phase 6 by reducing the internal lot restriction for the No Build and No Lot Access Area from 75 feet to 30 feet for said lot.**

BACKGROUND and RECOMMENDATION: This request is to consider an amended final subdivision plat located at 1740 South View Point Drive. The purpose of this amendment is to reduce the internal lot restriction for the "No Build and No Lot Access Area" from 75 feet to 30 feet; zoning is PD-R. Planning Commission recommended approval.

13. **Consider approval of a final subdivision plat for Redhawk.**

BACKGROUND and RECOMMENDATION: This is the final plat for Redhawk, a 19-lot residential subdivision located at 2409 East Dinosaur Crossing Drive; zoning is Planned Development Residential. The Planning Commission recommended approval.

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

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

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

17. **Adjourn.**

Christina Fernandez, City Recorder — Date: July 8, 2019

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

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting at the St. George City Office, City Council Chambers, 175 East 200 North, St. George, Utah, on Thursday, July 11, 2019 commencing at 5:00 p.m.

The addendum to the agenda is as follows:

1. **Consider approval of a Subordination Agreement between the City of St. George and Rocky Mountain Community Reinvestment Corporation for the Riverwalk development.**

   BACKGROUND and RECOMMENDATION: The purpose of the subordination agreement is to provide the long-term lender on the Riverwalk property the right to foreclose the property if Riverwalk defaults on the loan. It preserves the rent restrictions and obligates the lender to notify the City of any default, which would allow the City to evaluate whether to step in and cure the default to preserve the City's right to foreclose in case of a violation of the rent restrictions. The lender will not lend without this subordination. Staff recommends approval.

2. **Appoint election workers for the primary election to be held on August 13, 2019.**

   BACKGROUND and RECOMMENDATION: State Law requires that all election workers be appointed by the City Council at least 15 days before the election. Staff recommends appointing the election workers as outlined.

Christina Fernandez, City Recorder — July 10, 2019 Date

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

DRAFT

Agenda Item Number : 2a

Request For Council Action

Date Submitted	07/01/2019 02:53 PM
Proposed City Council Date	07/11/2019
Applicant	Water Services Dept
Subject	Consider approval of a Professional Services Agreement with Landmark Testing for the materials testing of the Gunlock Water Treatment Plant Project.
Background	Construction of the Gunlock Water Treatment Plant will begin shortly. This Professional Services Agreement with Landmark Testing is for the geotechnical and materials testing of the project. The materials testing includes concrete strength testing, soil compaction testing, and the rebar, concrete, bolting, and welding special inspections that are required for the project.
Proposed Resolution	Water Services Staff recommends approval of the PSA with Landmark Testing
Cost	$$47,635
Action Taken	
Requested by	Scott Taylor
File Attachments	gunlockwtpmaterialstestingpsalandmarktesting070119145302.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** $11M (part of the overall project)

St.George
THE BRIGHTER SIDE

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR GUNLOCK TREATMENT PLANT **WITH** LANDMARK TESTING & ENGINEERING

This Agreement is made and entered into this 27 day of June, 2019, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Landmark Testing & Engineering, with offices at 795 East Factory Drive, St. George, UT 84790 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide (testing) services including materials testing and special inspection for the Gunlock Treatment Plant Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal for the PROJECT; and

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

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

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement, and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. CONSULTANT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this

contract is terminated due to a violation of 8 USC § 1324a by CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires CONSULTANT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

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

2. **PROJECT SERVICES DESCRIPTION.**

a. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
b. CONSULTANT shall furnish all of the material, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated as set forth in this Agreement.

b. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.

c. CONSULTANT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**

a. CONSULTANT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.

b. In executing the request for payment, CONSULTANT shall attest that subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT shall also sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status and submit them with each request for payment. CONSULTANT shall require each subcontractor to sign a "Conditional Waiver and Release Upon Progress Payment" and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of the both documents to CITY.

c. A "Waiver and Release Upon Final Payment" signed by CONSULTANT attesting that all subcontractors, laborers and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT shall also require each subcontractor to sign a "Waiver and Release Upon Final Payment" and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.

d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

e. All invoices for reimbursable costs shall be taken from the books of account kept by CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.

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

g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, the reimbursement may be deducted from the additional money owed.

h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.

i. Invoices shall be paid to CONSULTANT within thirty (30) days of presentation to CITY.

j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

a. CITY may make changes within the general scope of this Agreement. If CONSULTANT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, CONSULTANT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. CONSULTANT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Exhibit "A". However, CONSULTANT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

b. CITY may request CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

c. CITY shall not be liable for payment of any extra services nor shall CONSULTANT be obligated to perform any extra services except upon such written amendment.

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

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

a. CONSULTANT has total responsibility for the accuracy and completeness of its

investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.

b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance with CITY Standards.
c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
d. The responsibility for accuracy and completeness remains solely with CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

a. CITY retains and employs CONSULTANT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
b. It is understood and agreed that CONSULTANT will provide the services without supervision from CITY. CONSULTANT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between CONSULTANT and CITY.
d. CONSULTANT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
e. CONSULTANT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, CONSULTANT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
f. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of CONSULTANT.
g. Neither party has the right to bind or obligate the other in any way. CONSULTANT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

a. GENERAL: CONSULTANT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. CONSULTANT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.

b. COMMENCEMENT OF WORK: Neither CONSULTANT, his Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements, and has issued the Notice to Proceed.

c. INSURANCE CERTIFICATES AND COVERAGE: Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
   i. The name and address of the insured.
   ii. CITY shall be named as a Certificate Holder.
   iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate.
   iv. The location of the operations to which the insurance applies.
   v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
   vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
   vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
   viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
   ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
   x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.

d. COMPENSATION INSURANCE: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
   i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
   ii. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
   iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.

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

iii. The minimum commercial general liability insurance shall be as follows:
    1. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000.00 Dollars.
    2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000.00 Dollars.
    3. Broad form property damage insurance in an amount not less than $300,000.00 Dollars.

iv. Such policy shall include each of the following coverages:
    1. Comprehensive form.
    2. Premises - operations.
    3. Explosion and collapse hazard.
    4. Underground hazard.
    5. Product/completed operations hazard.
    6. Contractual insurance.
    7. Broad form property damage, including completed operations.
    8. Independent contractors for vicarious liability.
    9. Personal injury.
    10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.

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

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

of CONSULTANT in performing the work.

ii. Such business automobile insurance shall include each of the following types:
   1. Comprehensive form, including loading and unloading.
   2. Owned.
   3. Hired.
   4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

a. CONSULTANT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
   i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of CONSULTANT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
   ii. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
   iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by CONSULTANT or CONSULTANT'S insurer, and CONSULTANT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, CONSULTANT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.

c. The insurance requirements in this agreement shall not be construed as limiting CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve CONSULTANT of any obligations under this agreement.

13. **DOCUMENTS.**

a. All data used in compiling CONSULTANT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings,

specifications, schedules, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, and its employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. CONSULTANT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT in writing.

b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.
c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
d. CITY shall have the right to use reports, designs, details or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.
e. CITY will hold harmless CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from CONSULTANT.

14. **RECORDS.**

a. CONSULTANT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
b. CONSULTANT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to CONSULTANT.
b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.
c. CONSULTANT shall deliver to CITY copies of all drawings, reports, analyses, documents and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
b. CONSULTANT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
c. CONSULTANT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	CONSULTANT:	Landmark Testing & Engineering 795 East Factory Drive St. George, UT 84790
Attention:	Contact Name	Attention:	Mark Owens

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

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, 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.

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.

23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.

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

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

26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and CONSULTANT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.

27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a

decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

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

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

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

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

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

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

CITY: CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

Attested:

_____
Christina Fernandez, City Recorder

OWNER: LANDMARK TESTING & ENGINEERING

_____
Mark Owens, President

Approved as to form:

_____
Paula Houston, Deputy City Attorney

EXHIBIT A

Gunlock Treatment Plant
Landmark Proposal YP2907 - Revised
Fee Schedule

Description	*Quantity*	*Rate*	*Total*
Treatment Facility			
Soils Technician, hrs.	18	$ 50.00	$ 900.00
Concrete Technician, hrs.	40	$ 50.00	$ 2,000.00
Special Inspection, Rebar Inspection, hrs.	26	$ 60.00	$ 1,560.00
Special Inspection, Concrete Witness, hrs.	50	$ 60.00	$ 3,000.00
Special Inspection, Bolting Inspection, hrs.	16	$ 65.00	$ 1,040.00
Special Inspection, Welding Inspection, hrs.	20	$ 65.00	$ 1,300.00
Special Inspection, Non-Shrink Grout Epoxy Anchors, hrs.	8	$ 60.00	$ 480.00
Concrete Compressive Strength Sets	20	$ 50.00	$ 1,000.00
		Subtotal	$11,280.00
Backwash Tank			
Soils Technician, hrs.	26	$ 50.00	$ 1,300.00
Concrete Technician, hrs.	40	$ 50.00	$ 2,000.00
Special Inspection, Rebar Inspection, hrs.	26	$ 60.00	$ 1,560.00
Special Inspection, Concrete Witness, hrs.	50	$ 60.00	$ 3,000.00
Special Inspection, Epoxy Anchors, hrs.	4	$ 60.00	$ 240.00
Concrete Compressive Strength Sets	20	$ 50.00	$ 1,000.00
		Subtotal	$ 9,100.00
Backwash Pump Station			
Soils Technician, hrs.	6	$ 50.00	$ 300.00
Concrete Technician, hrs.	12	$ 50.00	$ 600.00
Special Inspection, Rebar Inspection, hrs.	10	$ 60.00	$ 600.00
Special Inspection, Concrete Witness, hrs.	15	$ 60.00	$ 900.00
Special Inspection, Bolting Inspection, hrs.	8	$ 65.00	$ 520.00
Special Inspection, Welding Inspection, hrs.	10	$ 65.00	$ 650.00
Special Inspection, Epoxy Anchors, hrs.	4	$ 60.00	$ 240.00
Concrete Compressive Strength Sets	6	$ 50.00	$ 300.00
		Subtotal	$ 4,110.00

795 East Factory Drive • St. George, Utah 84790 • (435) 986-0566 Fax (435) 986-0568

EXHIBIT A

Gunlock Treatment Plant
Landmark Proposal YP2907 - Revised
Fee Schedule

Description	*Quantity*	*Rate*	*Total*
Drying Bed			
Soils Technician, hrs.	56	$ 50.00	$ 2,800.00
Concrete Technician, hrs.	50	$ 50.00	$ 2,500.00
Special Inspection, Rebar Inspection, hrs.	38	$ 60.00	$ 2,280.00
Special Inspection, Concrete Witness, hrs.	70	$ 60.00	$ 4,200.00
Special Inspection, Epoxy Anchors, hrs.	14	$ 60.00	$ 840.00
Concrete Compressive Strength Sets	28	$ 50.00	$ 1,400.00
		Subtotal	$14,020.00
Pipeline and Parking Lot			
Soils Technician, hrs.	118	$ 50.00	$ 5,900.00
Asphalt Technician, hrs.	18	$ 50.00	$ 900.00
Asphalt Content/Gradation, 3 ea.	3	$ 125.00	$ 375.00
Moisture Density Relationship, ea.	6	$ 125.00	$ 750.00
		Subtotal	$ 7,925.00
Professional Services			
Project Management, Compliance Letters, Final Grading Report and Final Inspection Reports	1	$1,200.00	$ 1,200.00
		Total	$47,635.00

795 East Factory Drive • St. George, Utah 84790 • (435) 986-0566 Fax (435) 986-0568

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2019

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	CONTACT NAME: Dana Benson
Dixie Leavitt Agency 115 North Main Street PO Box 1744 Cedar City UT 84720	PHONE (A/C, No, Ext): (435) 586-9463 FAX (A/C, No): (435) 586-0609 E-MAIL ADDRESS: dana-benson@leavitt.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Landmark Testing & Engineering, Inc. 795 East Factory Drive St. George UT 84790	INSURER A: American Casualty Company of Reading, I	020427
	INSURER B: Owners Insurance Company	32700
	INSURER C: CNA	R18313
	INSURER D: Workers Comp of Utah	
	INSURER E: Advantage Insurance Company	40157
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	X	Y	B2024249210	1/3/2019	1/3/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	Y	51929941	9/10/2018	9/10/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			B2091670678	1/3/2019	1/3/2020	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [n] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	2416441-Arizona/Nevada 2109396-UTAH	12/21/2018 12/21/2018	12/21/2019 12/21/2019	[x] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
	BPP						Limit $ 89,632.00 Deductible $500.00	

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

RE: Gunlock Treatment Plant Project
City of ST. George is listed as an additional insured with primary & non-contributory coverage, ongoing and completd operations and waiver of subrogation applies to the general liability.
Blanket Additional Insured endorsement with Blanket Waiver of Subrogation applies to the Commerical Auto.
Blanket Waiver of Subrogation applies to the workers Comp.
30 day notice of cancellation applies.

CERTIFICATE HOLDER

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

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

Dana Benson/TABOHA

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LANDTES-01 LANDERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2019

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME: Cathy Wilcock
American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	PHONE (A/C, No, Ext): (801) 364-3434 662 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Cathy.Wilcock@american-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Navigators Specialty Ins Co	36056
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Landmark Testing & Engineering
795 East Factory Drive
St. George, UT 84790

COVERAGES **CERTIFICATE NUMBER:** **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof. Liability			CE18MPLZ00VXMNC	12/10/2018	12/10/2019	Each Claim	2,000,000
A	RetroDate: 8/02/1995			CE18MPLZ00VXMNC	12/10/2018	12/10/2019	Aggregate	2,000,000

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

CERTIFICATE HOLDER

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

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
Jeffrey M. Hirst

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DRAFT

Agenda Item Number : 2b

Request For Council Action

Date Submitted	07/01/2019 03:05 PM
Proposed City Council Date	07/11/2019
Applicant	Water Services Dept
Subject	Consider approval of an Agricultural Water Connection Agreement with Jace King.
Background	In the past, the City has entered into Agricultural Water Connection Agreements with some property owners who want a water connection for agricultural purposes, but are not in a position to pay a full impact fee at this time. The agreement specifies that the water connection is only to be used for agricultural purposes (stock watering) and that the agreement would automatically be terminated when the property sells or when the use of the water changes from agricultural use to any other use. At that time, a full water impact fee would be assessed for the water connection.
Proposed Resolution	Water Services staff recommends approval of the agreement
Cost	$
Action Taken	
Requested by	Scott Taylor
File Attachments	agconnectionagreement-jaceking070119150557.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

WHEN RECORDED RETURN TO:
City of St. George
175 East 200 North
St. George, UT 84770

Tax ID: SG-5-3-3-229

AGREEMENT

Between the City of St. George and Jace M. King
Regarding a Culinary Water Connection for Agriculture and Livestock Use

THIS AGREEMENT is entered into this _____ day of _____, 2019, by and between the City of St. George, a municipal corporation, herein referred to as "City", and Jace M. King, an individual, herein referred to as "King" or "Owner".

RECITALS

WHEREAS, King is the owner of real property, which is located within the City of St. George, Utah, at approximately 2450 South 3300 East, and more particularly described by the Washington County Assessor's Office as Tax ID: SG-5-3-3-229; and

WHEREAS, King desires to connect to the City of St. George culinary water distribution system for the purpose of providing water to various livestock and for agricultural purposes on said real property; and

WHEREAS, the City will agree to allow a connection to its culinary water distribution system and supply culinary water for the purpose of agricultural and livestock watering to King; and

WHEREAS, the City will agree to waive any Culinary Water Impact Fees associated with the culinary water connection as long as the water connection is used only for the supply of water to livestock and other agricultural purposes; and

WHEREAS, King will agree that since no Culinary Water Impact Fees were collected for the connection to the culinary water distribution system, at any time in the future, due to water shortage caused by drought, increased development, or any other reason, the City may require that King cease use of the culinary water connection for any purpose.

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

AGREEMENT

1. **The Connection**. A culinary water connection to the City's culinary water distribution system currently exists on said parcel. The connection consists of a corporation stop on the main pipeline, a copper water service line, a meter setter, and a curb stop on the downstream side of the meter setter. King will be required to bear the cost of a ¾" culinary water meter, which current cost is $243. The meter will be installed in a meter box to protect it from the elements. It will The total cost of the water meter shall be paid by King prior to the City providing and installing the water meter.

2. **Impact Fee Waiver**. The City does hereby agree to waive the cost of the Culinary Water Impact Fee for the ¾" culinary water service connection. If, at any time, the water use changes from livestock and/or agricultural uses to any other use, King will either cease use of water from the water service and the City will remove the meter and shut off the water service or King will pay any and all Culinary Water Impact Fees required at that time.

3. **Cost of Culinary Water.** The City does hereby agree to provide culinary water to the King property via a service connection and water meter described above. The monthly cost of the culinary water shall be the established ¾" Inside City culinary water rate.

4. **Use of Culinary Water.** The City does hereby allow King the use of the culinary water connection to provide water to various livestock and for general agricultural uses. If at any time in the future, the City, in the City's sole and absolute discretion, determines to terminate King's culinary water connection due to drought, increased development, or for any other reason, King agrees to cease water use from the culinary water connection. In such cases, the City will provide King a 30 day written notice of the requirement to cease use of the culinary water connection.

5. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement

6. **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.

7. **Assignment**. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without prior written consent of City, which consent shall not be unreasonably withheld.

8. **Binding Effect**. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

9. **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.

10. **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.

11. **Severability**. If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law

12. **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.

13. **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.

14. **Governing Law and Venue**. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction.

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

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

Jace M. King
969 N 3050 E
St. George, UT 84790

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.

16. 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.

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

18. Authority of Parties. The parties executing this Agreements 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 on the date first above written.

JACE M. KING	CITY OF ST. GEORGE
By:	
_____	_____
Jace M. King	Jonathan T. Pike, Mayor

APPROVED AS TO FORM

_____

Bryan Pack, Asst. City Attorney

ATTEST

_____

Christina Fernandez, City Recorder

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2019, appeared before me Jonathan T. Pike, Mayor of the City of St. George, and Christina Fernandez, City Recorder of the City of St. George, who being duly sworn did say, each for himself and herself, that the within and foregoing instrument was signed by him in behalf of said corporation by authority of its City Council, and said Jonathan T. Pike and Christina Fernandez each duly acknowledged to me that said corporation executed the same.

_____

Notary Public

STATE OF UTAH)
ss.
WASHINGTON COUNTY)

On the _____ day of _____, 2019, appeared before me Jace M. King who acknowledged executing the above instrument for its intended purpose.

_____

Notary Public

DRAFT

Agenda Item Number : 2c

Request For Council Action

Date Submitted	07/03/2019 11:59 AM
Proposed City Council Date	07/11/2019
Applicant	Rich Stehmeier
Subject	Consider Approval of the Reimbursable Agreement Amendment A1 between the FAA and St. George
Background	The City approved the Reimbursable Agreement with FAA to provide engineering services for grading, construction, and flight inspection on the Runway End Identifier Lights (REIL) and Precision Approach Path Indicators (PAPIs). This amendment to the Reimbursable Agreement is to provide the actual grading, construction, and flight inspection on the work as proposed by the FAA for a total cost of $524,962.04, of which the City's portion of the work is 9.15% ($48,034.03) and will be paid for using Passenger Facility Charges (PFCs). This cost are included in the overall project budget.
Proposed Resolution	Staff recommends approval of the Reimbursable Agreement Amendment A1.
Cost	$$48,034.03
Action Taken	
Requested by	Cameron Cutler
File Attachments	reimbursableagreementajw-fn-wsa-18-nm-002535-a1amendment1070319115945.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	No
Approved in Budget?	Yes **Amount:** 26,600,000

AMENDMENT A1

NON-FEDERAL REIMBURSABLE AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AND

CITY OF ST. GEORGE
ST. GEORGE REGIONAL AIRPORT
ST. GEORGE, UTAH

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the **City of St. George** (Sponsor) requires, has funds available for, and has determined should be obtained from the FAA;

WHEREAS, it has been determined that competition with the private sector for provision of such material, supplies, equipment, and services is minimal; the proposed activity will advance the FAA's mission; and the FAA has a unique capability that will be of benefit to the Sponsor while helping to advance the FAA's mission;

WHEREAS, the authority for the FAA to furnish material, supplies, equipment, and services to the Sponsor upon a reimbursable payment basis is found in 49 U.S.C. § 106(l)(6) on such terms and conditions as the Administrator may consider necessary;

NOW THEREFORE, the FAA and the Sponsor mutually agree to amend the original Agreement dated December 18, 2018 as follows: amend the Scope of Work in Article 3 (add items 8-14 for Section 3B and items 7-15 for Section 3C) for the construction phase of the project, add Article 6 Property Transfer, and add additional costs to Article 7 to account for construction costs. Along with these changes are administrative changes to Article 9.

ARTICLE 1. Parties

The Parties to this Agreement are the FAA and **City of St. George**.

ARTICLE 2. Type of Agreement

This Agreement is an "other transaction" authorized under 49 U.S.C. § 106(l)(6). It is not intended to be, nor will it be construed as, a partnership, corporation, joint venture or other business organization.

ARTICLE 3. Scope

Change From:

A. The purpose of this Agreement between the FAA and the Sponsor is to provide preliminary design for the proposed reconstruction of RWY 1/19 and Runway Safety Area (RSA) grading. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

St. George, UT (SGU) – Preliminary Design for Support of Runway 1/19 Rehabilitation and Safety Area Grading

B. The FAA will perform the following activities:

1. Provide the necessary engineering support to review the airport project drawings for design coordination.

2. Identify and confirm the facilities that will be impacted under the Reimbursable Agreement.

3. Provide preliminary requirements including site locations, commercial power, telecommunications/FAA telecommunications infrastructure (FTI), shelters, and grading to support the sponsors planning activities.

4. Provide preliminary engineering oversight services as required by the Sponsor.

5. Attend meetings and perform site visits in support of reimbursable agreement program management.

6. Provide cost estimates for completed site studies.

7. Provide preliminary Rough Order of Magnitude (ROM) estimates for construction and installation of FAA facilities as required.

C. The Sponsor will perform the following activities:

1. Provide the FAA POC identified by this document with plans and specifications for the project. This includes electronic drawings of all project areas, grading plans of safety areas, proposed runway centerline profiles, latitude, longitude, and elevation of runway ends, in both PDF and AutoCAD formats.

2. Provide a full schedule of the work to be accomplished, including construction activities relating to FAA facilities and equipment.

3. Incorporate any requirements and recommendations made by the FAA and agreed to by the sponsor into the design drawings and specifications and into the construction project.

4. Provide access to the project site, including any airport-specific security briefs or driving requirements, to the FAA for the purposes of site surveys, construction inspections, and equipment installation and testing activities.

5. Provide photographic records of the construction as it pertains to FAA facilities when requested.

6. Provide the most up to date geotechnical reports for the project.

D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is:_____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

Change To:

A. The purpose of this Agreement between the FAA and the Sponsor is to provide final design and construction services for the proposed reconstruction of RWY 1/19 and Runway Safety Area (RSA) grading with impact to RWY 01 PAPI, RWY 01 REIL and RWY 19 PAPI. This Agreement provides funding for the FAA to establish these services. Therefore, this Agreement is titled:

St. George, UT (SGU) – Construction for Support of Runway 1/19 Rehabilitation and Safety Area Grading

B. The FAA will perform the following activities:

1. Provide the necessary engineering support to review the airport project drawings for design coordination.

2. Identify and confirm the facilities that will be impacted under the Reimbursable Agreement.

3. Provide preliminary requirements including site locations, commercial power, telecommunications/FAA telecommunications infrastructure (FTI), shelters, and grading to support the sponsors planning activities.

4. Provide preliminary engineering oversight services as required by the Sponsor.

5. Attend meetings and perform site visits in support of reimbursable agreement program management.

6. Provide cost estimates for completed site studies.

7. Provide preliminary Rough Order of Magnitude (ROM) estimates for construction and installation of FAA facilities as required.

8. Coordinate with the airport and stakeholders (SSC, Air Traffic, Contractors)

9. Shut down the existing FAA equipment at the project start (PAPI, REIL, GS, MALSR)

10. Remove any equipment in the work area that is to be re-used and store it for later

11. Install new foundations and control racks for the 01 & 19 PAPI and 01 REIL

12. Install new power cables to feed the PAPI and REIL equipment

13. Perform installation and checkout of the re-installed equipment

14. Perform flight inspection

C. The Sponsor will perform the following activities:

1. Provide the FAA POC identified by this document with plans and specifications for the project. This includes electronic drawings of all project areas, grading plans of safety areas, proposed runway centerline profiles, latitude, longitude, and elevation of runway ends, in both PDF and AutoCAD formats.

2. Provide a full schedule of the work to be accomplished, including construction activities relating to FAA facilities and equipment.

3. Incorporate any requirements and recommendations made by the FAA and agreed to by the sponsor into the design drawings and specifications and into the construction project.

4. Provide access to the project site, including any airport-specific security briefs or driving requirements, to the FAA for the purposes of site surveys, construction inspections, and equipment installation and testing activities.

5. Provide photographic records of the construction as it pertains to FAA facilities when requested.

6. Provide the most up to date geotechnical reports for the project.

7. Provide a full set of plans, including scaled electronic drawings showing the proposed work in a mutually agreed upon format.

8. Provide the FAA Project engineers the design drawings for the duct banks and handholes as pertaining to the impacted FAA facilities.

9. Incorporate requirements and consider recommendations made by the FAA into the design drawings and specifications impacting FAA-owned systems.

10. Provide a full schedule for the work to be accomplished, including construction activities related to FAA facilities and equipment.

11. Provide access to the project site, including any airport-specific security briefs or driving requirements, to the FAA for the purposes of site surveys, construction inspection, and equipment installation and testing activities.

12. Install underground conduit and handholes.

13. Provide the FAA Resident Engineer the opportunity to inspect all components of construction activities covered by this agreement.

14. Correct any deficiencies to the work performed by the Sponsor on FAA equipment sites that are identified by the FAA during oversight or inspection of construction. All exceptions must be cleared or otherwise resolved before the agreement can be closed out. If the Sponsor does not fix Joint Acceptance Inspection (JAI) exceptions, funding for the fixes will be paid by the RA funds.

15. Submit FAA Form 6000-26 *Airport Sponsor Strategic Event Submission Form* no less than 45 days prior to the start of construction that will impact NAS facilities, result in a full or partial runway closure, or result in a significant taxiway closure. This form is available on the OE/AAA website. This form may also be used to notify the FAA of any changes to the project schedule.

D. This agreement is in whole or in part funded with funding from an AIP grant [ ] Yes [X] No. If Yes, the grant date is:_____ and the grant number is: _____. If the grant information is not available at the time of agreement execution, the Sponsor will provide the grant information to the FAA when it becomes available.

ARTICLE 6. Property Transfer

Change From:

ARTICLE 6. Property Transfer – Reserved

Change To:

ARTICLE 6. Property Transfer

A. To the extent that the Sponsor provides any material associated with the Project, and to the extent that performance of the requirements of this Project results in the creation of assets constructed, emplaced, or installed by the Sponsor, all such material (buildings, equipment, systems, components, cable enclosures, etc.) and assets will become the property of the FAA upon project completion. For purposes of this Article 6, "project completion" means that FAA has inspected the specific equipment or construction, and has accepted it as substantially complete and ready for use. The creation of an additional agreement will not be required, unless such other agreement is required by the laws of the state in which the subject property is located. The Sponsor and FAA acknowledge that the FAA has accepted the fundamental

responsibilities of ownership by assuming all operations and maintenance requirements for all property transferred to the FAA, and that the subject transfer to FAA is in the best interest of both the Sponsor and FAA.

In order to ensure that both FAA and the Sponsor have complete and accurate documentation of all property transferred to FAA and subject to this Agreement, the transfer of ownership of such real and personal property to the FAA shall be supported and memorialized by FAA's and the Sponsor's execution of Attachment A (Sponsor Cost and Transfer Certification Form) within ninety (90) calendar days from the date of project completion. The Sponsor will provide a line item property listing in tabular format including costs, as set forth in Attachment A, consisting of all real and personal property that is included in the Project. The cost data for each item will be supported by documentary evidence of reasonable cost and ownership, including, for example, the original invoice or billing statement, bill of lading, a copy of the construction contract, and verification of the contract acceptance date. At FAA's request, all supporting cost documentation shall be made available by the Sponsor within 5 workdays of the request. The FAA shall retain the original copy of Attachment A. A complete copy of Attachment A will be provided to the sponsor upon request.

B. In order to ensure that the assets and materials subject to this Article remain fully accounted-for and operational, the Sponsor will provide the FAA any additional documents and publications that will enhance the FAA's ability to manage, maintain and track the assets being transferred. Examples may include, but are not limited to, operator manuals, maintenance publications, warranties, inspection reports, etc. These documents will be considered required hand-off items upon Project completion.

ARTICLE 7. Estimated Costs

Change From:

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ESTIMATED COST
Labor	
WB4020 – Engineering Support	$18,000.00
Labor Subtotal	$18,000.00
Labor Overhead	$2,850.00
Total Labor	**$20,850.00**
Non-Labor	
WB4020 – Travel	$4,000.00
Non-Labor Subtotal	$4,000.00
Non-Labor Overhead	$320.00
Total Non-Labor	**$4,320.00**
TOTAL ESTIMATED COST	**$25,170.00**

Change To:

The estimated FAA costs associated with this Agreement are as follows:

DESCRIPTION OF REIMBURSABLE ITEM	ORIGINAL ESTIMATED COST	AMENDMENT A1 ESTIMATED COST	TOTAL ESTIMATED COST
Labor			
WB4020 – Engineering Support	$18,000.00		$18,000.00
WB4050 – Construction		$39,805.00	$39,805.00
WB4060 – Site Preparation/Installation/Test & Checkout		$72,763.00	$72,763.00
WB4060 – Flight Inspection		$5,493.00	$5,493.00
WB4070 – Joint Acceptance Inspection/Commissioning/Closeout		$29,854.00	$29,854.00
Labor Subtotal	$18,000.00	$147,915.00	$165,915.00
Labor Overhead	$2,850.00	$23,419.88	$26,269.88
Total Labor	**$20,850.00**	**$171,334.88**	**$192,184.88**
Non-Labor			
WB4020, WB4050, WB4060 – Travel	$4,000.00	$27,714.00	$31,714.00
WB4050 – Construction		$142,093.00	$142,093.00
WB4050 – Contract Labor		$123,270.00	$123,270.00
WB4060 – Flight Inspection		$11,050.00	$11,050.00
Non-Labor Subtotal	$4,000.00	$304,127.00	$308,127.00
Non-Labor Overhead	$320.00	$24,330.16	$24,650.16
Total Non-Labor	**$4,320.00**	**$328,457.16**	**$332,777.16**
TOTAL ESTIMATED COST	**$25,170.00**	**$499,792.04**	**$524,962.04**

ARTICLE 9. Reimbursement and Accounting Arrangements

Change From:

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Accounting Division listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under

$1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Accounting Division is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to one of the addresses shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

The mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: FAA Reimbursable Deposit Team HQ181
P.O. Box 25770
Oklahoma City, OK 73125

The overnight mailing address is:
FAA Mike Monroney Aeronautical Center
Attn: FAA Reimbursable Deposit Team HQ181
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169
Telephone: (405) 954-3771

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of St. George
Attn: Rich Stehmeier
4508 South Airport Parkway #1
St. George, UT 84790
Telephone: (435) 627-4080
Email: rich.stehmeier@sgcity.org

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's

additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the FAA-Mike Monroney Aeronautical Center with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

Change To:

A. The Sponsor agrees to prepay the entire estimated cost of the Agreement. The Sponsor will send a copy of the executed Agreement and submit full advance payment in the amount stated in Article 7 to the Reimbursable Receipts Team listed in Section C of this Article. The advance payment will be held as a non-interest bearing deposit. Such advance payment by the Sponsor must be received before the FAA incurs any obligation to implement this Agreement. Upon completion of this Agreement, the final costs will be netted against the advance payment and, as appropriate, a refund or final bill will be sent to the sponsor. Per U.S. Treasury guidelines, refunds under $1.00 will not be processed. Additionally, FAA will not bill the sponsor for amounts less than $1.00.

B. The Sponsor certifies that arrangements for sufficient funding have been made to cover the estimated costs of the Agreement.

C. The Reimbursable Receipts team is identified by the FAA as the billing office for this Agreement. The preferred method of payment for this agreement is via Pay.Gov. The sponsor can use a check or credit card to provide funding in this manner and receipt-processing time is typically within 3 working days. Alternatively, the sponsor can mail the payment to the address shown below. When submitting funding by mail, the Sponsor must include a copy of the executed Agreement and the full advance payment. All payments mailed to the FAA must include the Agreement number, Agreement name, Sponsor name, and project location. Payments submitted by mail are subject to receipt-processing delay of up to 10 working days.

   FAA payment remittance address using USPS or overnight method is:

   Federal Aviation Administration
   Reimbursable Receipts Team
   800 Independence Ave S.W.
   Attn: Rm 612
   Washington D.C. 20591
   Telephone: (202) 267-1307

The Sponsor hereby identifies the office to which the FAA will render bills for the project costs incurred as:

City of St. George
Attn: Rich Stehmeier
4508 South Airport Parkway #1
St. George, UT 84790
Telephone: (435) 627-4080
Email: rich.stehmeier@sgcity.org

D. The FAA will provide a quarterly Statement of Account of costs incurred against the advance payment.

E. The cost estimates contained in Article 7 are expected to be the maximum costs associated with this Agreement, but may be amended to recover the FAA's actual costs. If during the course of this Agreement actual costs are expected to exceed the estimated costs, the FAA will notify the Sponsor immediately. The FAA will also provide the Sponsor an amendment to the Agreement which includes the FAA's additional costs. The Sponsor agrees to prepay the entire estimated cost of the amendment. The Sponsor will send a copy of the executed amendment to the Agreement to the Reimbursable Receipts Team with the additional advance payment. Work identified in the amendment cannot start until receipt of the additional advance payment. In addition, in the event that a contractor performing work pursuant to the scope of this Agreement brings a claim against the FAA and the FAA incurs additional costs as a result of the claim, the Sponsor agrees to reimburse the FAA for the additional costs incurred whether or not a final bill or a refund has been sent.

Except as specified above, the other terms and conditions of the original agreement shall remain the same. These changes are effective on the date of the last signature below.

AGREED:

FEDERAL AVIATION ADMINISTRATION		**CITY OF ST. GEORGE**	
SIGNATURE	_____	SIGNATURE	_____
NAME	Bradley K. Logan	NAME	_____
TITLE	Contracting Officer	TITLE	_____
DATE	_____	DATE	_____

ATTACHMENT A

As designated under Article 6 of the Reimbursable Agreement: Please return completed form to the FAA within 5 workdays of the request.

Reimbursable Agreement Sponsor Cost and Transfer Certification Form

Agreement #	AJW-FN-WSA-18-NM-002535-A1
Agreement Title	St. George, UT (SGU) – Construction for Support of Runway 1/19 Rehabilitation and Safety Area Grading
FAA JCN	1998055
Airport	St. George Regional Airport
City/State	St. George, UT

Item	LOC ID	FAC TYPE	Description (including type and dimensions)	Sponsor Costs Incurred outside of the RA	Sign Off Date – Sponsor		FOR FAA USE ONLY	
					Initials	Date	JAI #	JAI Date
1	SGU	REIL	Conduit and pavement access					
2	SGU	PAPI	Conduit and pavement access					
3	SGUA	PAPI	Conduit and pavement access					
4								
5								
6								
7								
8								
9								
10								
11								
			Total					

Notes

1: ALL real and personal (equipment) property assets, to be assumed by the FAA under this agreement, should be listed on this form; Sponsor must provide cost information for all costs incurred outside of the reimbursable agreement to establish such assets.

2: Building/Shelter cost will include foundation and attached stoops, porches, patios and walkways.

3: Fuel storage system cost will include slabs, containment structures, piping, monitoring and metering devices.

4: Underground cable system cost (all types) includes ductbanks, conduit, manholes, handholes, fasteners and fixtures external to the building or shelter. Cost of UG cable systems supporting a single NAS system will be applied to the supported system's cost.

5: Road cost includes cost of any culverts, bridging, curbing or ditching.

6: Fence cost includes cost of gates, tie-downs, foundations, mounting fixtures, etc.

7. Installed facility equipment cost may include but are not limited; to support poles, foundations, cabling, etc.

Signatures

Project Sponsor

I hereby attest that I am the _____ (title) of _____ (Organization). I hereby certify that I have the authority to transfer the above listed real and personal property assets on behalf of _____ (Organization) and that the subject property transferred on the date of the final inspection.

Signature	Date

FAA Program Implementation Manager (PIM)

On behalf of the FAA, I hereby attest that the work associated with the assets listed above has been completed.

Signature	Date

FAA Contracting Officer (CO)

On behalf of FAA, I hereby accept the transfer of the above listed real and personal property assets.

Signature	Date

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
JUNE 20, 2019, 5:00 PM
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Manager Adam Lenhard
City Attorney Shawn Guzman
City Recorder Christina Fernandez

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The invocation was offered by Jesse Stocking and The Pledge of Allegiance was led by Mayor Pike.

Mayor Pike mentioned that May was Bike Month after which a bike to Brandon Ray on behalf of several organizations; Mr. Ray participated in a contest as part of Bike Week. He then asked Judith Rognli with the Bicycle Collective to introduce Donna McAleer, the new Executive Director. Ms. McAleer outlined what the Bicycle Collective does. and thanked the Mayor and Council for their support.

Deann Zebelean with the 2020 US Census briefed the Council on the upcoming Census.

Councilmember Arial mentioned that Energy Services Director Laurie Mangum was recently identified in the Public Power Magazine, as one of five women who have long played a prominent role in public power leadership.

CONSENT CALENDAR:

a. Consider award of bid to Open Systems International (OSI) for the SCADA System Upgrade.

b. Consider award of a bid for the construction of the Gunlock Water Treatment Plant.

c. Consider approval of an amendment to the Professional Services Agreement with Carollo Engineers, Inc. for the construction management of the Gunlock Water Treatment Plant.

d. Consider approval to implement day time watering restrictions for those that irrigate with culinary water.

e. Consider approval of a request for sponsorship of the Summer Solstice Yoga event at Vernon Worthen Park on Friday, June 21, 2019.

f. Consider approval of the proposed new hangar lease with Marvel Hangar LLC on Lot 1H & 1G.

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g. Consider approval of the proposed new hangar lease with First West Aviation on Lot 1C.

h. Consider approval of the minutes from the meetings held on June 6, 2019 and June 13, 2019.

Water Conservationist Rene Fleming noted that regarding item d, it is requested to have residents who irrigate with culinary water between 8:00 p.m. and 8:00 a.m.; however, it is also peak time between 4:00 a.m. – 6:00 a.m. so staff is asking for residents to minimize their watering during those hours as well. If residents are unsure of how long to water their lawns, the Washington County Conservancy District offers free water checks.

Councilmember Baca commented St. George is the first city in the state to process secondary water.

After being asked by Councilmember Baca, City Manager Adam Lenhard noted regarding items f and g, the applicants are fully aware of what is currently going on at the airport.

MOTION: A motion was made by Councilmember Arial to approve the consent calendar.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

Mayor Pike provided an update on the runway repair project; things are going well and the project is on track.

PUBLIC HEARING/AMEND THE FISCAL YEAR 2018-19 BUDGET/RESOLUTION: Public hearing and consideration of a resolution to review and approve amendments to the Fiscal Year 2018-19 Budget.

Budget and Financial Planning Manager Deanna Brklacich outlined the proposed amendments to the Fiscal Year 2018-19 Budget as follows: 1) To increase the amount of federal grants from HIDTA (High Intensity Drug Trafficking Areas) to purchase and use additional surveillance equipment and also budget for Officer's travel and training to learn how to use the equipment; 2) To increase Red Hills Golf's improvement budget for costs to repair irrigation, drainage, and other course repairs near #8 tee and rough due to the Bluff Street Widening project. The repair costs can be covered by Red Hill Golf's revenues coming in higher then budgeted amounts; 3) To increase Southgate Golf's Pro Shop merchandise budget due to golfers redeeming

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certificates won in tournaments played in the prior year. The costs are covered by Southgate Golf's revenues coming in higher than budgeted amounts; 4) To adjust various budgets to anticipated revenues and expenditures by the end of the fiscal year; 5) To budget for officially closing out both the 2010 Flood Fund and the 2012 Flood Fund and transferring their remaining fund balances to the Capital Project; 6) To increase various budgets for unbilled water, energy, and sewer collection and treatment provided by City funds to city facilities. Increases are primarily for water due to adding irrigation costs and also due to adding sewer in the unbilled services calculations beginning with Fiscal Year 2019; 7) To budget for the City's funding of a $500,000 and a $250,000 reserve fund on behalf of Friends of Switchpoint for the Riverwalk Affordable Housing Project. The reserve funds will be returned to the City based upon timeframes and conditions set forth in a funding agreement with Friends of Switchpoint; and 8) To increase the Transfers from Other Funds revenues due to increasing budgeted Ft. Pierce EDA #1 and EDA #2 revenues to estimated actual amounts; and to increase the budgeted Housing Programs funds for the Friends of Switchpoint from $683,000 to $700,000 and re-allocate the full $700,000 Housing Programs budget for FY2019 towards the Riverwalk Affordable Housing.

Mayor Pike opened the public hearing. There being no comment, he closed the public hearing.

MOTION: A motion was made by Councilmember to Hughes approve the resolution amending the Fiscal Year 2018-19 Budget.
SECOND: The motion was seconded by Councilmember Arial.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/ADOPT THE FISCAL YEAR 2019-20 BUDGET/RESOLUTION: Public hearing to receive citizen input and consideration of a resolution to formally adopt the final Fiscal Year 2019-20 Budget.

Budget and Financial Planning Manager Deanna Brklacich stated this is the second public hearing for the upcoming budget. The total budget is approximately $350 million while the General Fund budget is approximately $77 million. A property tax increase has not been proposed, the levy has actually reduced by about 8.7%. She provided a handout outlining some of the items that have been included in the proposed 2019-20 Budget.

The Council discussed what a lengthy process the budget is. The Council along with staff spend several hours discussing the budget in detail.

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After being asked by Councilmember Baca, City Manager Adam Lenhard outlined the budget process and explained in the Airport budget a maintenance position was submitted; however, it was not recommended at this time.

Councilmember Baca asked Cameron Cutler to address chip seal and asked if airport staff needs their own machine so they can perform repairs.

Public Works Director Cameron Cutler outlined changes in positions that were recommended and noted that airport staff did not request such equipment. The runway improvements are part of the capital improvement projects and the FAA participates.

Ms. Brklacich explained a new paver was recommended in the streets budget who will often go out to the airport to assist. All departments are great to work together as needs arise. She noted the new budget will be available on the City's website soon.

Mayor Pike opened the public hearing. There being no comment, he closed the public hearing.

MOTION: A motion was made by Councilmember Randall to approve the resolution adopting the final Fiscal Year 2019-20 Budget.
SECOND: The motion was seconded by Councilmember Baca.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

PUBLIC COMMENT/SALE OF SIGNIFICANT PARCEL OF REAL PROPERTY:
Take public comment regarding the sale of a significant parcel of real property by the City.

Economic Development and Housing Director Shirlayne Quayle explained per City code, the City shall conduct a meeting for public comment on the sale of a significant parcel of real property with an estimated fair market value over $500,000. The property is located at approximately 120 East and Crosby Way, Parcel No. SG-COF-1-4-A-ERD.

Mayor Pike opened the public hearing. There being no comment, he closed the public hearing.

AGREEMENT/SALE OF SIGNIFICANT PARCEL OF REAL PROPERTY:
Consider approval of an agreement for the sale of a significant parcel of real property located at approximately 120 East and Crosby Way.

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MOTION: A motion was made by Councilmember Hughes to approve the agreement for the sale of a significant parcel of real property located at approximately 120 East and Crosby Way; approximately 1.751 acres in the amount of $1,075,000.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

CDBG FUNDING:

Consider approval of funding for various non-profit organizations that further the national objectives of the Community Development Block Grant (CDBG) program.

CDBG Coordinator Genna Singh explained the City will receive approximately $600,000 in funding from HUD and approximately $60,000 from program income. She provided a PowerPoint presentation covering the following topics: Program year 2019 funding; CDBG projects & funding; Public facilities & Infrastructure (subrecipient); and Public services (subrecipient).

MOTION: A motion was made by Councilmember Arial to approve the funding for various non-profit organizations that further the national objectives of the Community Development Block Grant (CDBG) program.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

AMEND AND ADOPT CERTAIN FEES/ORDINANCE:

Consider approval of an ordinance amending and adopting certain fees for various services and recreational activities.

Assistant Budget and Financial Planning Manager Chad Moultrie outlined the proposed fee increases for various services and recreational activities.

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MOTION: A motion was made by Councilmember Randall to approve the ordinance amending and adopting certain fees for various services and recreational activities.
SECOND: The motion was seconded by Councilmember Arial.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from PD-R (Planned Development Residential) to PD-C (Planned Development Commercial) to be used for RV Storage on approximately 6.0 acres generally located at 415 South Dixie Drive.

Planner Carol Davidson presented the request to change the zone from PD-R (Planned Development Residential) to PD-C (Planned Development Commercial) to be used for RV Storage on approximately 6.0 acres generally located at 415 South Dixie Drive. She provided a PowerPoint presentation covering the following topics: aerial map; general plan and zoning maps; site plans; photos of the area; Sunbrook Storage approved uses; materials board; staff recommendations and conditions; Planning Commission recommendations and conditions. The proposal meets parking requirements. The applicant would like to add 39 additional RV storage areas on the front parcel and add approximately 152 RV storage spaces to the rear parcel. The Planning Commission recommended approval with conditions.

The Council discussed the Planning Commission's recommendation of not allowing covered storage in the front. Staff has not received any comments from the public.

Applicant Marv Blosch spoke about the issues he has with the Planning Commission's recommendation and conditions. They would like to have covered parking in the front and the height is an issue – they would be okay with limiting the height to 17' on the units near the residential areas. They will continue the block wall along Dixie Drive. He spoke about the cross-access agreement – he does not have an issue with that. He sees no reason to put a fence line between the two (2) properties; however, he is willing to put on a deed restriction if needed.

City Attorney Shawn Guzman advised staff is not requiring a fence between the two (2) properties; however, cross access easements are something the City has always required when properties are owned by separate entities.

A discussion took place regarding the heights of the buildings in the rear.

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Community Development Director John Willis noted the storage units in the rear were recommended at 12' for the self storage units as that is limited by ordinance. The issue with the covered parking is the bulking of the RVs. Staff can look at different vegetation options near the storm drain. He commented that staff recommended a wall between the proposed facility and Mathis Park.

Mr. Blosch clarified they have not identified where the roll up storage units would be; they will look at the need and will return if they make a significant change to what is being proposed tonight.

MOTION: A motion was made by Councilmember Hughes to approve the ordinance changing the zone from PD-R to PD-C to be used for RV Storage on approximately 6.0 acres with the recommendations of the Planning Commission and staff except, on the front parcel where the units border the residential subdivision, the applicant can have covered parking not to exceed 17', those further east can go to 19' with no lights under the covered parking.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

AMEND MASTER PLAN/ORDINANCE:

Consider approval of an ordinance amending the Desert Vista at Desert Canyon master plan from R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) to PD-R (Planned Development Residential) on approximately 35.66 acres located south of the Southern Parkway and west of Desert Canyons Parkway.

Planner Carol Davidson presented the request to amend the Desert Vista at Desert Canyon master plan from R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) to PD-R (Planned Development Residential) on approximately 35.66 acres located south of the Southern Parkway and west of Desert Canyons Parkway. She provided a PowerPoint presentation covering the following topics: aerial map; general plan and zoning maps; master zone plan; site plan; aerial maps; phasing; elevations; materials board; and existing and proposed plan. The Planning Commission recommended approval.

A discussion took place regarding the general plan map and where the public facility (fire station) and park will be moved.

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City Attorney Shawn Guzman provided a brief history of the development and development agreements. He stated the developer has already dedicated land for park on the other side of the Parkway.

Ms. Davidson noted there is a recorded development agreement outlines the location of the parks and the number of parks they are to dedicate.

Applicant Curt Gordon spoke about the affordable housing project they recently developed. It has worked out well.

MOTION: A motion was made by Councilmember Randall to approve the ordinance amending the Desert Vista at Desert Canyon master plan from R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) to PD-R (Planned Development Residential) on approximately 35.66 acres located south of the Southern Parkway and west of Desert Canyons Parkway.
SECOND: The motion was seconded by Councilmember Baca.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:
Consider approval of an ordinance changing the zone from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) and A-20 (Agricultural 20 acres minimum lot size) to RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) on approximately 1.78 acres generally located west of 2580 East Street in the Springs Estates.

Councilmember Bowcutt stepped out.

Planner Ray Snyder presented the request to change the zone from R-1-10 and A-20 to RE-12.5 to expand the "Springs" residential subdivision. He presented a PowerPoint presentation covering the following topics: aerial map; general plan map; zoning map; and map of the site and floodplain/flood way. The Planning Commission recommended approval.

Councilmember Bowcutt returned.

MOTION: A motion was made by Councilmember Arial to approve the ordinance changing the zone from R-1-10 and A-20 to RE-12.5 on approximately 1.78 acres generally located west of 2580 East Street in the Springs Estates.
SECOND: The motion was seconded by Councilmember Hughes.

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VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Bowcutt – abstained as he was not present for the presentation
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from C-3 (General Commercial) to C-2 (Highway Commercial) for the Commerce Point commercial center generally located at the intersection of Bluff Street and Black Ridge Drive on approximately 3.57 acres.

Planner Ray Snyder presented the request to change the zone from C-3 to C-2 for the Commerce Point commercial center generally located at the intersection of Bluff Street and Black Ridge Drive on approximately 3.57 acres. He provided a PowerPoint presentation covering the following topics: general plan map; zoning map; and aerial map. He noted this is a cleanup item.

MOTION: A motion was made by Councilmember Hughes to ordinance changing the zone from C-3 (General Commercial) to C-2 (Highway Commercial) for the Commerce Point commercial center generally located at the intersection of Bluff Street and Black Ridge Drive on approximately 3.57 acres.
SECOND: The motion was seconded by Councilmember Arial.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

SALE OF CITY PROPERTY:

Consider purchase of City property located east of lot 32 at Whisper Ridge Phase 4 in order to convey hillside drainage through said lot to Fandango Circle.

Assistant Public Works Director Wes Jenkins presented the request to purchase City property located east of lot 32 at Whisper Ridge Phase 4 in order to convey hillside drainage through said lot to Fandango Circle. He showed a aerial map of the property. Historically runoff from the west side of the Black Hill has drained onto this property. The owner of the property is in the process of building a house and would

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like to buy City land in order to convey hillside runoff. The owner is proposing to purchase the land at $1.50 a square foot for a total of $2,544.00 (1,696 square feet). This approval would be subject to legal review of the purchase and sale agreement.

Councilmember Randall stepped out during Mr. Jenkins' presentation.

MOTION: A motion was made by Councilmember Hughes to approve the sale of City owned property located east of lot 32 at Whisper Ridge Phase 4 in order to convey hillside drainage through said lot to Fandango Circle for $1.50 a square foot for approximately 1.696 sq. ft. subject to review of the purchase and sale agreement by the Legal Department.
SECOND: The motion was seconded by Councilmember Baca.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

AMENDED FINAL PLAT:

Consider approval of an amended final subdivision plat for Block 8, 1948 Addition to Worthen Subdivision by merging a portion of Lots 1 and 2 and all of Lots 3 and 4 of Block 8, together into one Lot.

Assistant Public Works Director Wes Jenkins presented the request to consider an amended final subdivision plat that is located west of 250 West Street between 900 South Street and 950 South Street. The purpose of this amendment is to merge a portion of Lots 1 and 2 and all of Lots 3 and 4 of Block 8, 1948 Addition to Worthen Subdivision together into one Lot; zoning is C-2. He showed and outlined the amended final plat.

Councilmember Randall returned during Mr. Jenkins' presentation.

MOTION: A motion was made by Councilmember Bowcutt to approve the amended final subdivision plat for Block 8, 1948 Addition to Worthen Subdivision by merging a portion of Lots 1 and 2 and all of Lots 3 and 4 of Block 8, together into one Lot.
SECOND: The motion was seconded by Councilmember Baca.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– abstained as she was not present for the presentation
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

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The vote was unanimous and the motion carried.

FINAL PLAT:

Consider approval of a final subdivision plat for Sun River Commons Phase 3.

Assistant Public Works Director Wes Jenkins presented the final subdivision plat for Sun River Commons Phase 3, a 1-lot commercial subdivision located in the northeast corner of the intersection at Sun River Parkway and Pioneer Road; zoning is PD-C. He showed and outlined the final plat.

MOTION: A motion was made by Councilmember Arial to approve the final plat for Sun River Commons Phase 3.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

FINAL PLAT:

Consider approval of a final subdivision plat for Aspen Estates Phase 9.

Assistant Public Works Director Wes Jenkins presented the final subdivision plat for Aspen Estates Phase 9, a 7-lot residential subdivision located at 2930 South Street and 3330 East Street; zoning is R-1-8. He showed and outlined the final plat.

MOTION: A motion was made by Councilmember Randall to approve the final plat for Aspen Estates Phase 9.
SECOND: The motion was seconded by Councilmember Baca.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

RESOLUTION:

Consider approval of a resolution naming Brian Jeppson as the alternate representative for UAMPS.

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City Manager Adam Lenhard advised James Van Fleet is currently the alternative representative; however, he has recently resigned his position within the Energy Services Department. The City wishes to maintain Laurie Mangum as the as the representative and to name Brian Jeppson as the alternate representative.

MOTION: A motion was made by Councilmember Baca to approve the resolution naming Brian Jeppson as the alternate representative for UAMPS.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

ORDINANCE PROHIBITING THE USE OF FIREWORKS IN RESTRICTED AREAS:
Consider approval of an ordinance prohibiting the use of fireworks in restricted areas.

Fire Chief Robert Stoker explained under state law, the City Council is authorized to prohibit the use of fireworks in areas the Fire Chief determines there are hazardous environmental conditions which necessitate the restriction of the use of fireworks to prevent fires. He noted an interactive map is on the City's website outlining the restricted areas.

MOTION: A motion was made by Councilmember Randall to approve the ordinance prohibiting the use of fireworks in restricted areas.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:
Consider approval of a preliminary plat for Auburn Hills Phase 2.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Auburn Hills Phase 2, a 59-lot residential subdivision located west of Southern Parkway and south of Lagoon Parkway; zoning is PD-R TNZ Residential (Planned Development Traditional Neighborhood Zone). This is in Desert Color and will be a

combination of single and multifamily homes. He provided a PowerPoint presentation covering the following topics: aerial map; site plan; and preliminary plat.

MOTION: A motion was made by Councilmember Randall to approve the preliminary plat for Auburn Hills Phase 2.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:
Consider approval of a preliminary plat for Legacy Village.

Assistant Public Works Director Wes Jenkins presented the preliminary plat is for Legacy Village, a 1-lot commercial subdivision located southwest on Dixie Drive, south of Canyon View Drive; zoning is PD-C (Planned Development Commercial). This lot is proposed to be developed as an independent living, assisted living, and memory care facility. He showed and outlined the preliminary plat, specifically drainage.

Councilmember Arial stepped out during Mr. Jenkins' presentation.

MOTION: A motion was made by Councilmember Randall to approve the preliminary plat for Legacy Village.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Bowcutt – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:
Consider approval of a preliminary plat for Tonaquint Cove Phase 2-4.

Assistant Public Works Director Wes Jenkins presented the preliminary plat is for Tonaquint Cove Phase 2-4, a 50-lot residential subdivision located south of Curly Hollow Drive and south of the existing Tonaquint Cove Phase 1; zoning is R-1-10 (Single-Family Residential 10,000 sq. ft. minimum lot size). The area not marked as a lot in Phase 3 will be dedicated to the City at a future date as Open Space. He

provided a PowerPoint presentation covering the following topics: aerial map; and preliminary plat.

Councilmember Arial returned.

MOTION: A motion was made by Councilmember Randall to approve the preliminary plat for Tonaquint Cove Phase 2-4
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Mayor Pike noted the County Commission approved implementing the 4th quarter transportation transit tax; it will begin July 1st. The citizens of St. George passed the tax a couple of years ago; however, it needed to pass in the whole county but did not. He outlined the amount the City will receive. He then mentioned the State Tax Reform meeting taking place soon.

ADJOURN TO REDEVELOPMENT AGENCY MEETING:

MOTION: A motion was made by Councilmember Arial to adjourn to the Redevelopment Agency meeting.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

RECONVENE:

MOTION: A motion was made by Councilmember Randall to reconvene to the City Council meeting.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye

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Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Arial to adjourn to a closed session to discuss real estate and property and personnel.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye
Councilmember Randall– aye
Councilmember Bowcutt – aye
Councilmember Arial – aye
Councilmember Baca – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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Agenda Item Number : 03

Request For Council Action

Date Submitted	06/27/2019 05:58 PM
Proposed City Council Date	07/11/2019
Applicant	City of St George
Subject	Set date for public comment regarding the sale of a significant parcel of real property by the City.
Background	Per City ordinance 1-13-1, et. seq., set the date, time, and place for public comment on the City sale of two significant parcels of real property with an estimated fair market value over $500,000 each. The properties are located at 60 West St. George Blvd, parcel SG-459-B-CB, and 70 West St. George Blvd, parcel SG-459-A-CB.
Proposed Resolution	Set a public meeting to take public comment at the August 1, 2019 city council meeting. Authorize City Recorder Christina Fernandez to post notice at the city offices identifying the time, date, location, and purpose of the public meeting.
Cost	$0
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

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Agenda Item Number : 04

Request For Council Action

Date Submitted	06/24/2019 03:35 PM
Proposed City Council Date	07/11/2019
Applicant	Captain Gordon McCracken
Subject	Consider approval of an ordinance prohibiting the consumption of alcohol in areas open to the public.
Background	The City had a similar ordinance in the business license provisions for alcohol establishments. It was repealed when the City changed the licensing laws to make them more uniform with the state laws. This law was unintentionally left out. The City also has a law that prohibits alcohol in the City parks. That section should be moved into the criminal code so the public alcohol sections are in one place.
Proposed Resolution	Enact the ordinance to prohibit open containers of alcohol and the consumption of alcohol in places open to the public such as parking lots, vacant lots, and other areas were groups may gather to drink and party.
Cost	$
Action Taken	
Requested by	Paula Houston
File Attachments	consumingalcoholinpublicplace062419154832.docx
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

ORDINANCE NO. _____

AN ORDINANCE ENACTING TITLE 5 CHAPTER 3 SECTION 8, CONSUMING OR POSSESSING ALCOHOL IN A PUBLIC PLACE AND REPEALING TITLE 7, CHAPTER 3, SECTION 2, RULES, REGULATIONS AND REQUIREMENTS, SUBSECTION C, ALCOHOLIC BEVERAGES

WHEREAS, the City has an interest in protecting and preserving the peace in the community; and

WHEREAS, the consumption of alcohol in public places can lead to driving while intoxicated, public drunkenness, underage consumption of alcohol and disorderly behavior; and

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

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

Section 1. Repealer. Title 7 Chapter 3 Section 2C is repealed. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Enactment. Title 5 Chapter 3 Section 8 is enacted to read as follows:

5-3-8: CONSUMING OR POSSESSING ALCOHOL IN A PUBLIC PLACE:

It is unlawful for a person to consume or possess an open container of an alcoholic beverage in: a public park; a public square; a public roadway; a public sidewalk; any publicly owned building or real property; a bus stop; a public transport facility; an outdoor area open to the public on the premises of a commercial or manufacturing building, except with the permission of the owner or lawful possessor of the property; or a vacant lot in areas zoned for commercial or manufacturing uses except with the permission of the owner or lawful possessor of the property.
Exception: Alcohol may be consumed or possessed on a premise or in an area where an alcohol license or permit has been issued by the city authoring the possession or consumption of an alcoholic beverage so long as there is conformance with the applicable license or permit restrictions.

Penalty: A violation of this section is a class B misdemeanor and upon conviction, subject to penalty as provided in section 1-4-1 of this code.

7-3-2:

RULES, REGULATIONS AND REQUIREMENTS:

~~*C. Alcoholic Beverages:* The sale, consumption or possession of alcoholic beverages, is prohibited in~~

~~any and all public parks and public squares. Notwithstanding the foregoing, the sale, possession or consumption of alcoholic beverages may be permitted at public parks or public squares where permitted by a valid alcohol license issued by the city and the State Department of Alcoholic Beverage Control pursuant to the law.~~

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. Indigent Defense. This Ordinance includes the possibility of imprisonment, therefore, the city is required, under Section 78B-22-301, to provide indigent defense services as defined in Section 78B-22-102.

Section 5. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

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Agenda Item Number : 05

Request For Council Action

Date Submitted	07/01/2019 03:23 PM
Proposed City Council Date	07/11/2019
Applicant	Kent Stanger
Subject	Consider approval of an ordinance changing the zone for 3210 East Street from A-1 (Agricultural, minimum lot size 40,000 square feet) to R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) on approximately 4.77 acres generally located on 3210 East Street, south of 2000 South Street.
Background	The applicant is seeking to rezone this piece of land from A-1 (Agricultural, minimum lot size 40,000 sq ft) to R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) for the purpose of developing residential lots. This zone-change request is in harmony with the LDR (Low-Density Residential) General Plan land-use designation and the surrounding R-1-10 Zone to the south and west.
Proposed Resolution	Planning Commission recommends approval
Cost	$
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ZONE CHANGE

PLANNING COMMISSION AGENDA REPORT: 06/11/2019
CITY COUNCIL: 07/11/2019

Zone Change
3210 East Street
Case No. 2019-ZC-024

Request: To consider a zone change request from A-1 (Agricultural, minimum lot size 40,000 square feet) to R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet)

Location: Generally located on 3210 East Street south of 2000 S. Street

Area: 4.77 acres

Applicant: Kent Stanger (Jared Madsen, Representative)

Zoning: A-1 (Agricultural, minimum lot size 40,000 square feet)

General Plan: LDR (Low-Density Residential)



Adjacent Zones:		
	North	A-1 (Agricultural, minimum lot size 40,000 sq ft)
	South	R-1-10 (Single Family Residential, minimum lot size 10,000 sq ft)
	East	A-1 (Agricultural, minimum lot size 40,000 sq ft)
	West	R-1-10 (Single Family Residential, minimum lot size 10,000 sq ft)

Background:
The applicant is seeking to rezone this piece of land from A-1 (Agricultural, minimum lot size 40,000 sq ft) to R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) for the purpose of developing residential lots. This zone-change request is in harmony with the LDR (Low-Density Residential) General Plan land-use designation and the surrounding R-1-10 Zone to the south and west.

Recommendation:
Staff would like to ensure that this project is developed in a manner that is in the best interest of the health, safety, and welfare of the citizens; and therefore, recommends approval of this Zone Change.

Alternatives:

1. Approve this zone change.
2. Approve this zone change with conditions.
3. Deny this zone change.
4. Table the proposed zone change to a specific date.

Planning Commission Motion:
The Planning Commission recommends approval of the zone change for 3210 East Street.

PC 6/11/19

2C

Jun 9,2019

To: Carol Davidson, AICP, CFM, CPM

Senior Planner

City of St George

Community Development

When we bought our property, this area was all Zoned A-1. At the time a city councilman, Jim Eardley, was pushing to make this area A-5. He was not successful. There have been other attempts to change the zoning, unsuccessfully. The latest attempt was Jim Eardley who at the time was a County Commissioner and was granted permission to break his property into 1/3 acre lots based on a special dispensation having to do with a bonus area, the area being a stable on the West end. In this, the city ignored It's own rule that any new development in this area required ½ acre lots around the perimeter as a buffer. This rule was applied when the West side of 3000 East was developed.

This new request ignores the required buffer zone of ½ acre lots. It is surrounded on three sides with agricultural area. The only side not touching agricultural area is the North side that is next to the SMCC Church.

We are desirous of having this agricultural area preserved. We have invested most our resourced into this way of life, and continue to be encroached upon. We have no control over the Washington City development just North of us, but are concerned that we are being pushed out. We don't have the resources to just bail out.

We are opposed to granting a Zoning Change for this application as it does not meet the required buffer requirement, nor does it have any bonus area. It also puts high density housing in the middle of this A-1 area.

Sincerely,

Robert G. and Karren H Willard

3223 East 2000 South

St George, 87490

Zone Change

3210 East Street

Location: Generally located on 3210 East Street, south of 2000 South Street

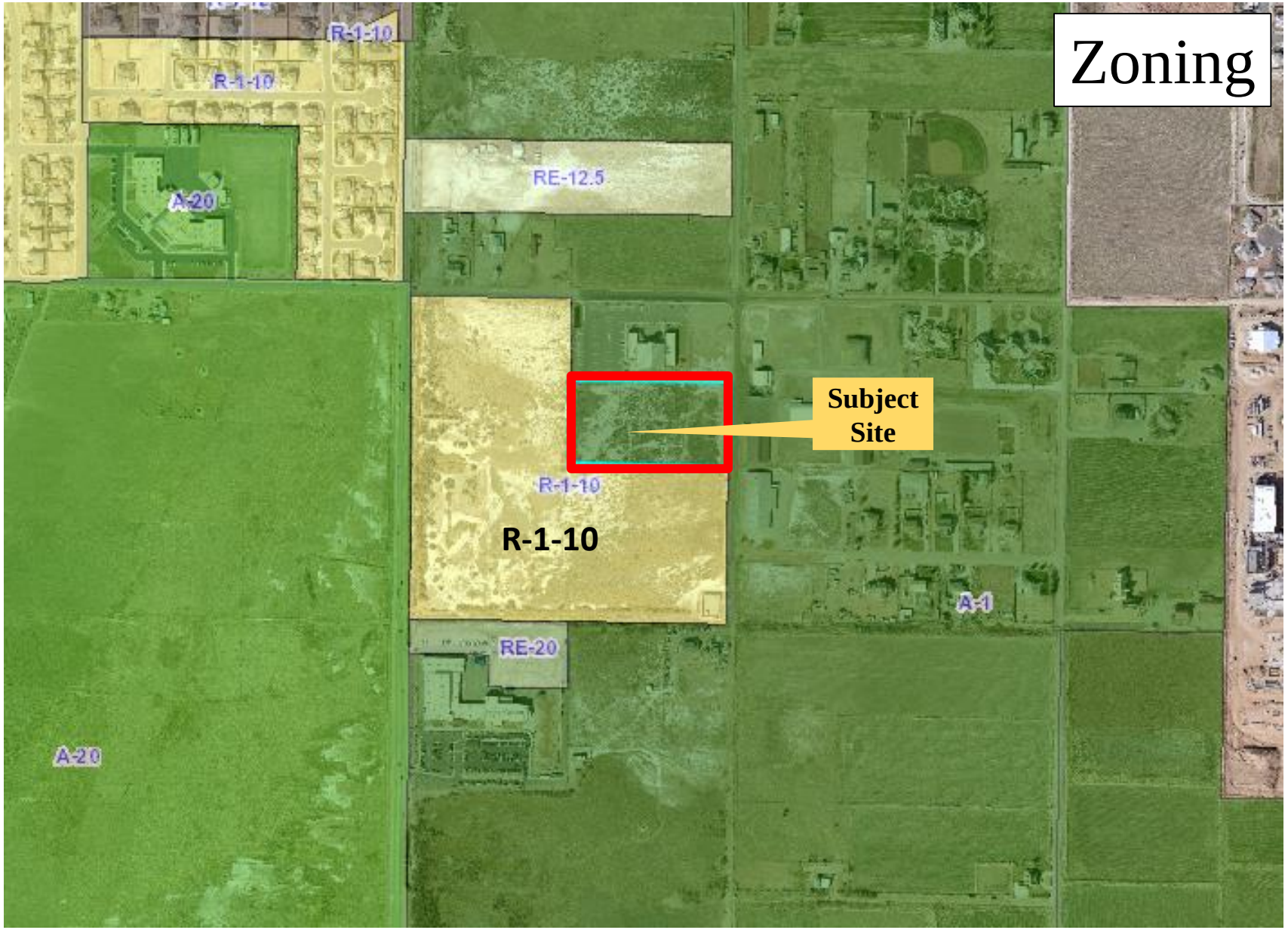
Area: 4.77 acres

Case: 2019-ZC-024

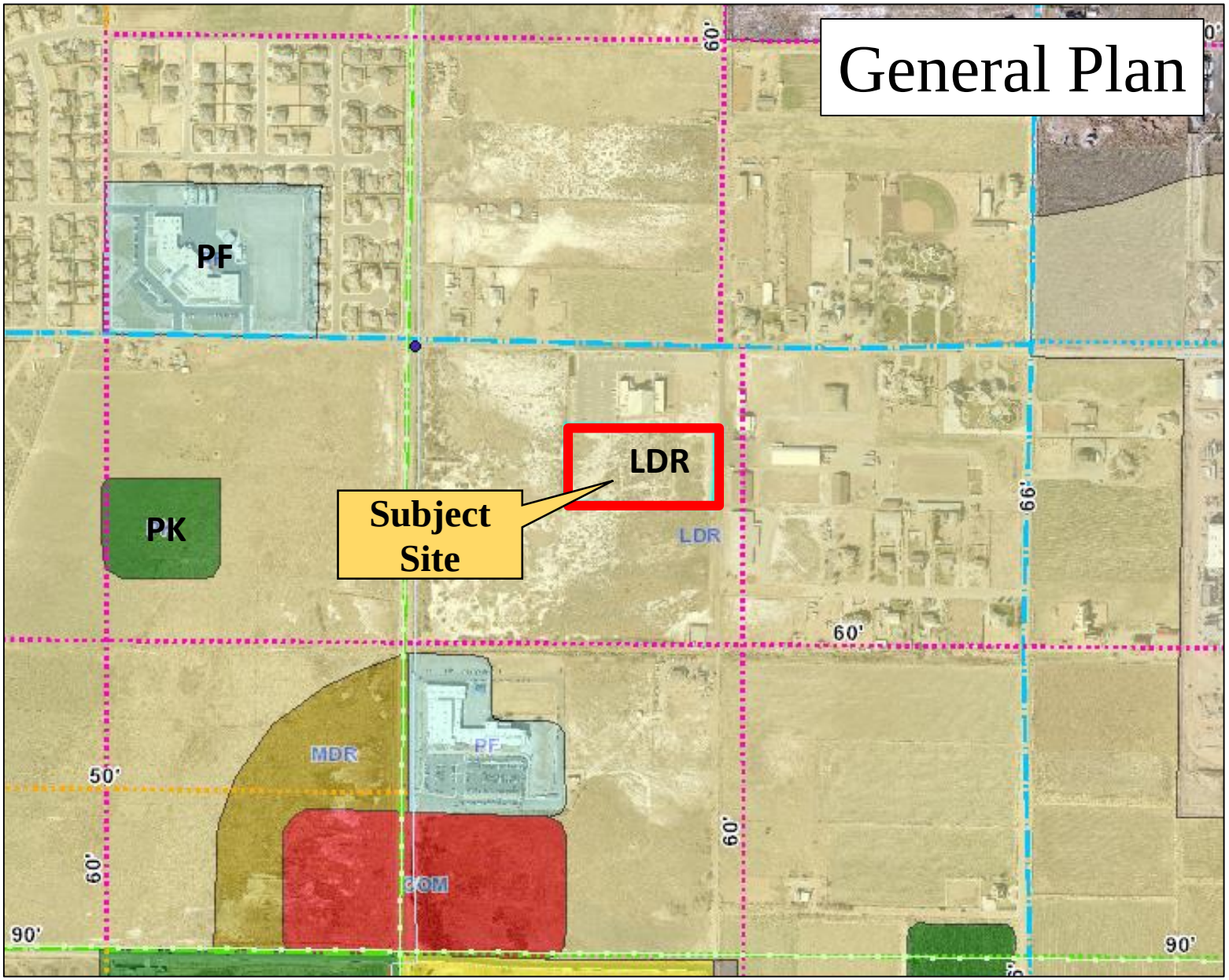
3210 East Street



3210 East Street



3210 East Street



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE A-1 (AGRICULTURAL, MINIMUM LOT SIZE 40,000 SQUARE FEET) ZONE, TO THE R-1-10 (SINGLE-FAMILY RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET) ZONE, ON APPROXIMATELY 4.77 ACRES

WHEREAS, the property owner has requested a zone change from the A-1 (Agricultural, minimum lot size 40,000 square feet) zone, to the R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) zone, on approximately 4.77 acres, generally located on 3210 East Street, south of 2000 South Street; and

WHEREAS, the Planning Commission held a public hearing on this request on June 11, 2019; 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 the A-1 (Agricultural, minimum lot size 40,000 square feet) zone, to the R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) zone, on approximately 4.77 acres, generally located on 3210 East Street, south of 2000 South Street, and more specifically described on Exhibit A, attached hereto and incorporated herein. 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 upon execution below, and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 11th day of July, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

ALPHA ENGINEERING

43 South 100 East, Suite 100
St George, Utah 84770

T 435.628.6500
F 435.628.6553

alphaengineering.com

NILE E. PETERSON & JULIE S. PETERSON,
TRUSTEES OF THE NILE E. PETERSON AND JULIE S. PETERSON FAMILY TRUST
DATED THE 19TH DAY OF APRIL 1979
PARCEL SG-5-3-3-241
(May 21, 2019)

ALL OF LOT SEVEN (7), BLOCK THREE (3), OF R.C. LUND'S ENTRY, WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN.



DRAFT

Agenda Item Number : 06

Request For Council Action

Date Submitted	07/01/2019 03:16 PM
Proposed City Council Date	07/11/2019
Applicant	Development Solutions Group, Inc
Subject	Consider approval of an ordinance changing the zone for Teakwood Phase 5 from A-1 (Agricultural, minimum lot size 40,000 square feet) and ASBP (Airport Supporting Business Park) to R-1-8 (Single Family Residential, minimum lot size 8,000 square feet) on approximately 55.22 acres generally located east of 3350 East Street and north of the existing Teakwood subdivision.
Background	The applicant is requesting to change the zone on the portion of the property, which is not located in the steep slopes and rockfall hazard areas.
Proposed Resolution	Planning Commission recommends approval
Cost	$
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

Zone Change

PLANNING COMMISSION AGENDA REPORT: **06/11/2019**
CITY COUNCIL MEETING: **07/11/2019**

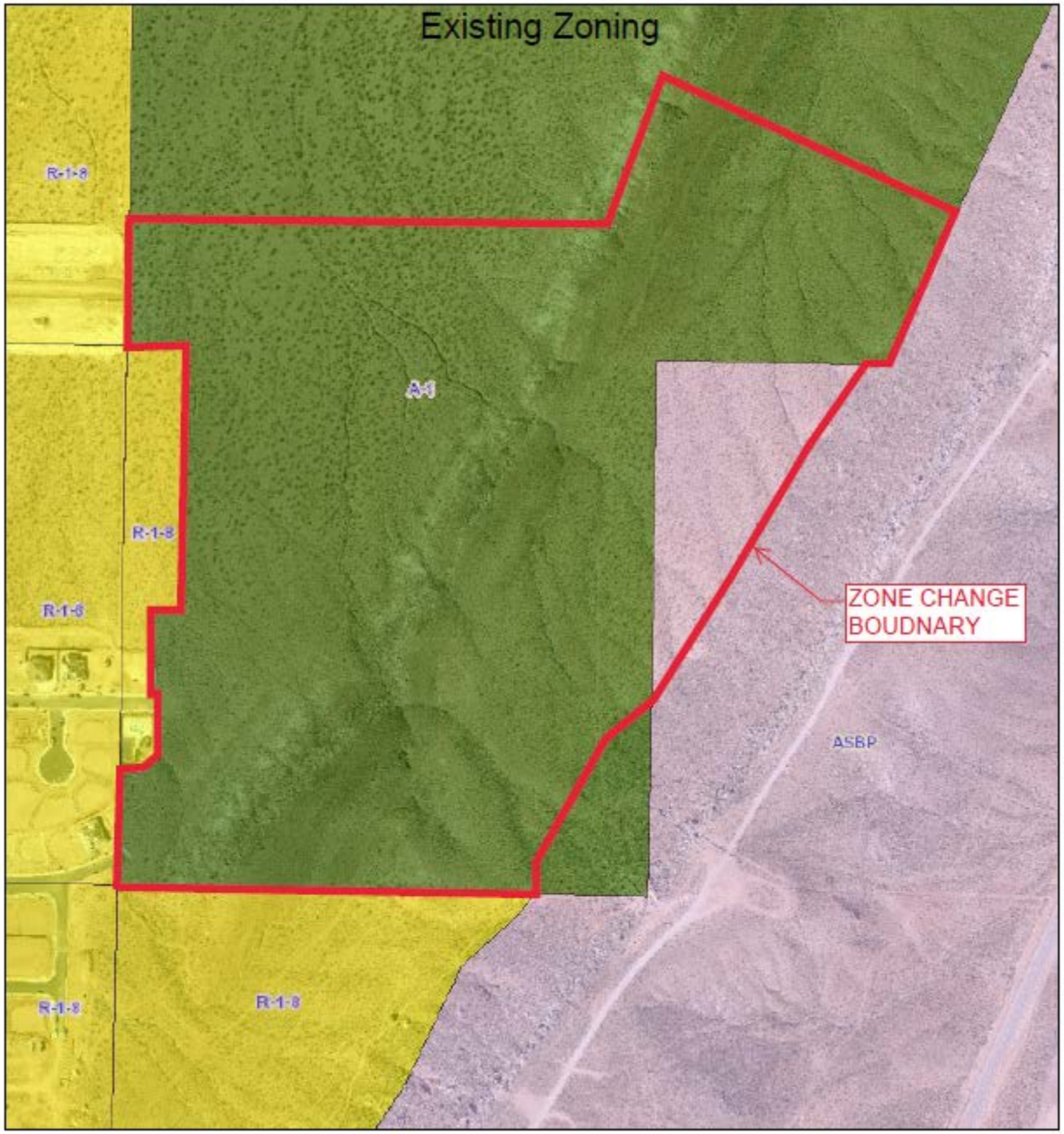
ZONE CHANGE AMENDMENT
Teakwood Phase 5
Case No. 2019-ZC-026

Request:	This is a request to consider a zone change from A-1 (Agriculture) and ASBP (Airport Supporting Business Park) to R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size) on 55.22 acres.
Owner:	Quality Development
Representative(s):	Development Solutions Group, Inc
Location:	The property is located east of the Crimson Ridge Drive and Marblewood Drive).
Acreage:	55.22 acres
Zoning:	A-1 (Agriculture) and ABSP (Airport Supporting Business Park)
General Plan:	LDR (Low Density Residential up to 4 du/ac) & OS (Open Space)
Adjacent zones:	To the north is A-1 To the south is R-1-8 To the west is R-1-8 To the east is ASBP

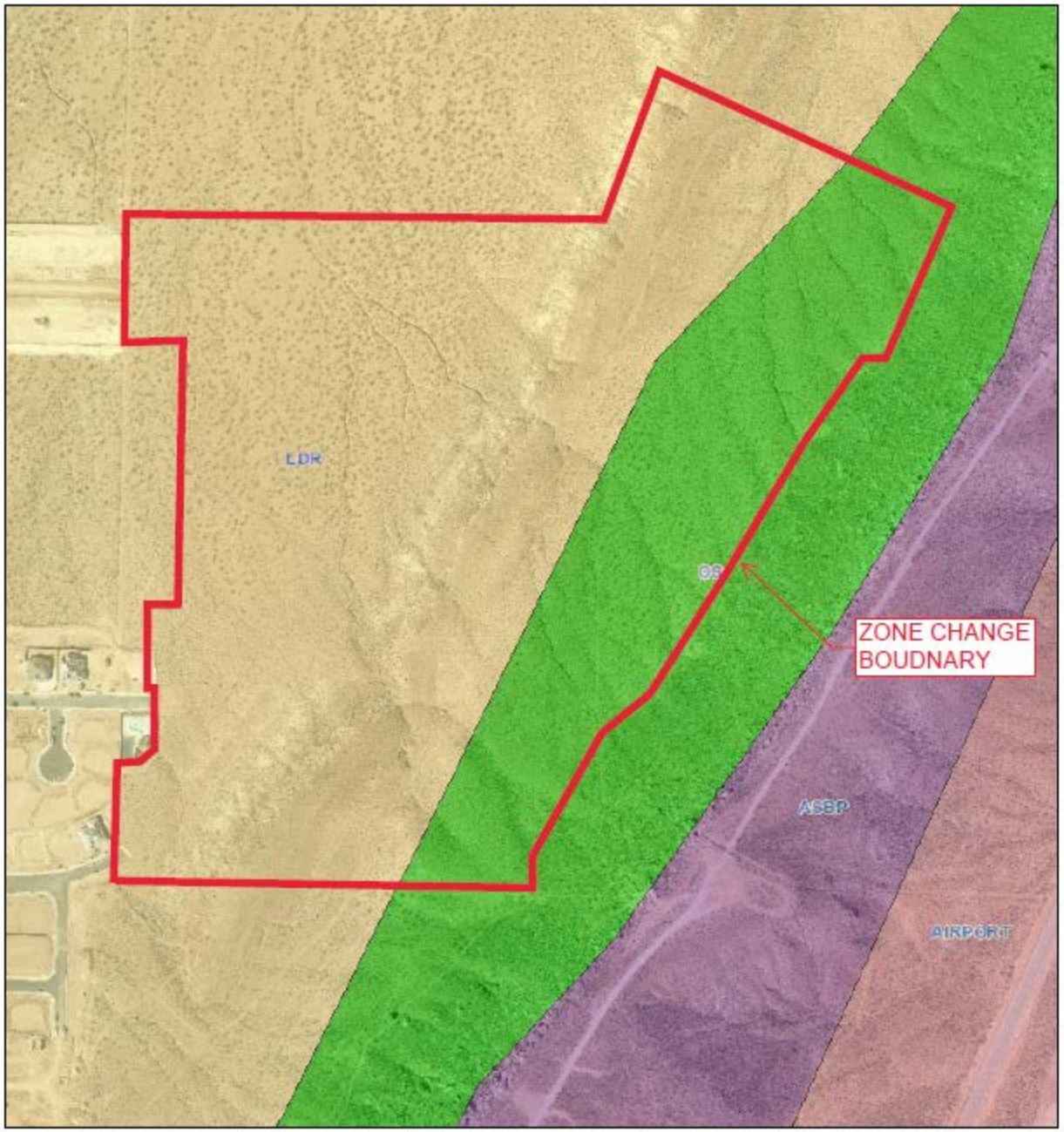
CC
2019-ZC-026

Teakwood Phase 5

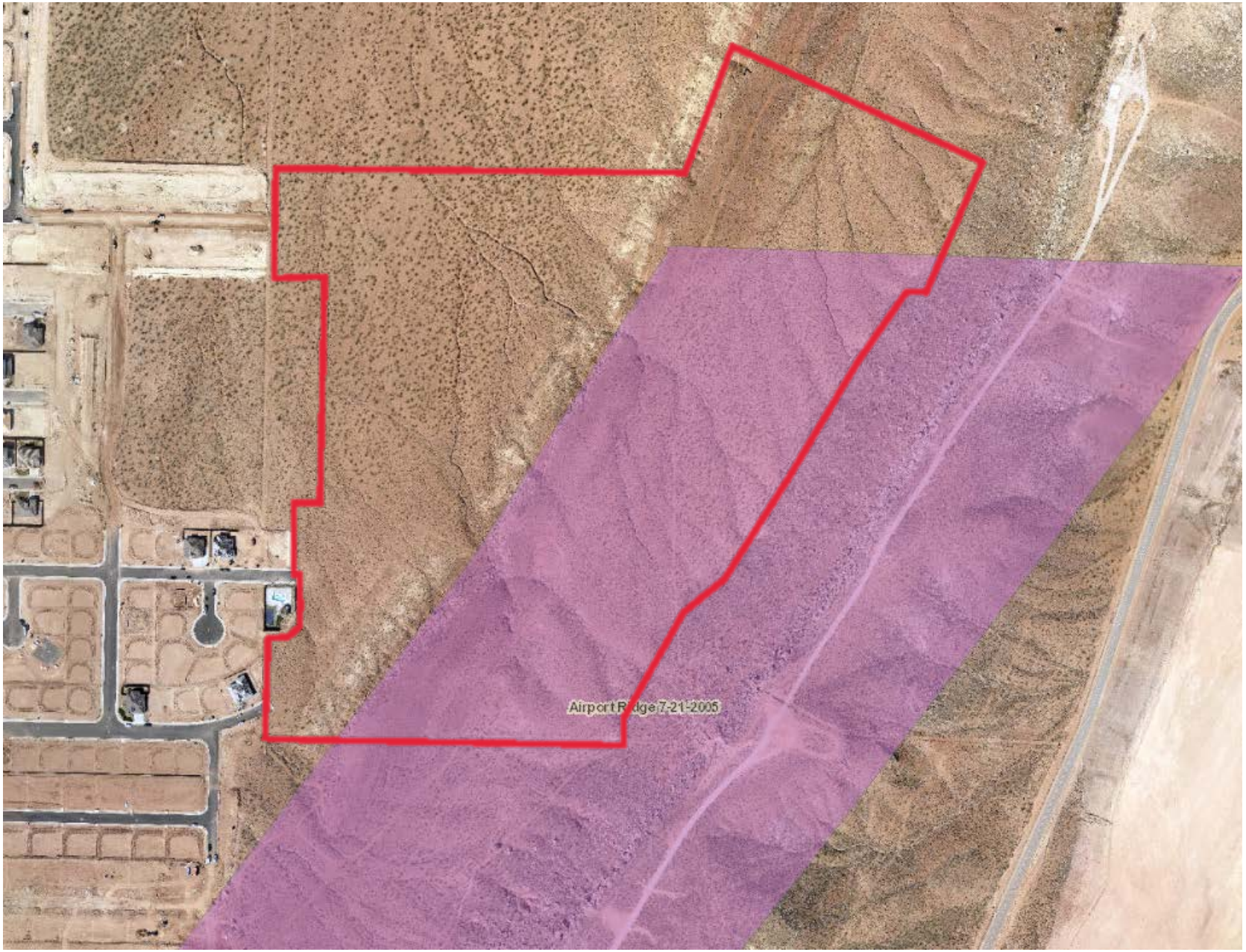
Teakwood Phase 5



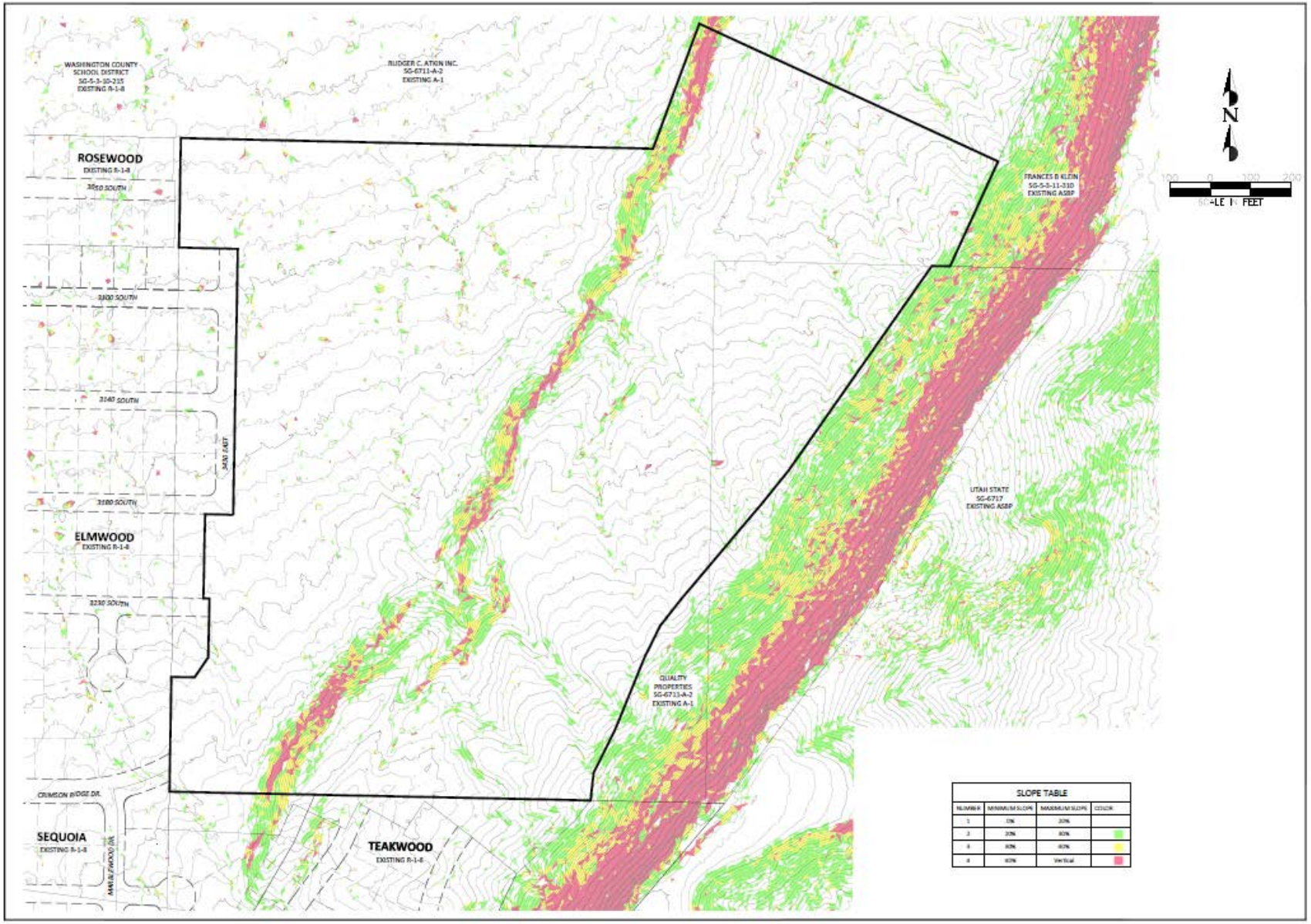
Existing General Plan
Teakwood Phase 5



Hillside Overlay Zone



Slope Map



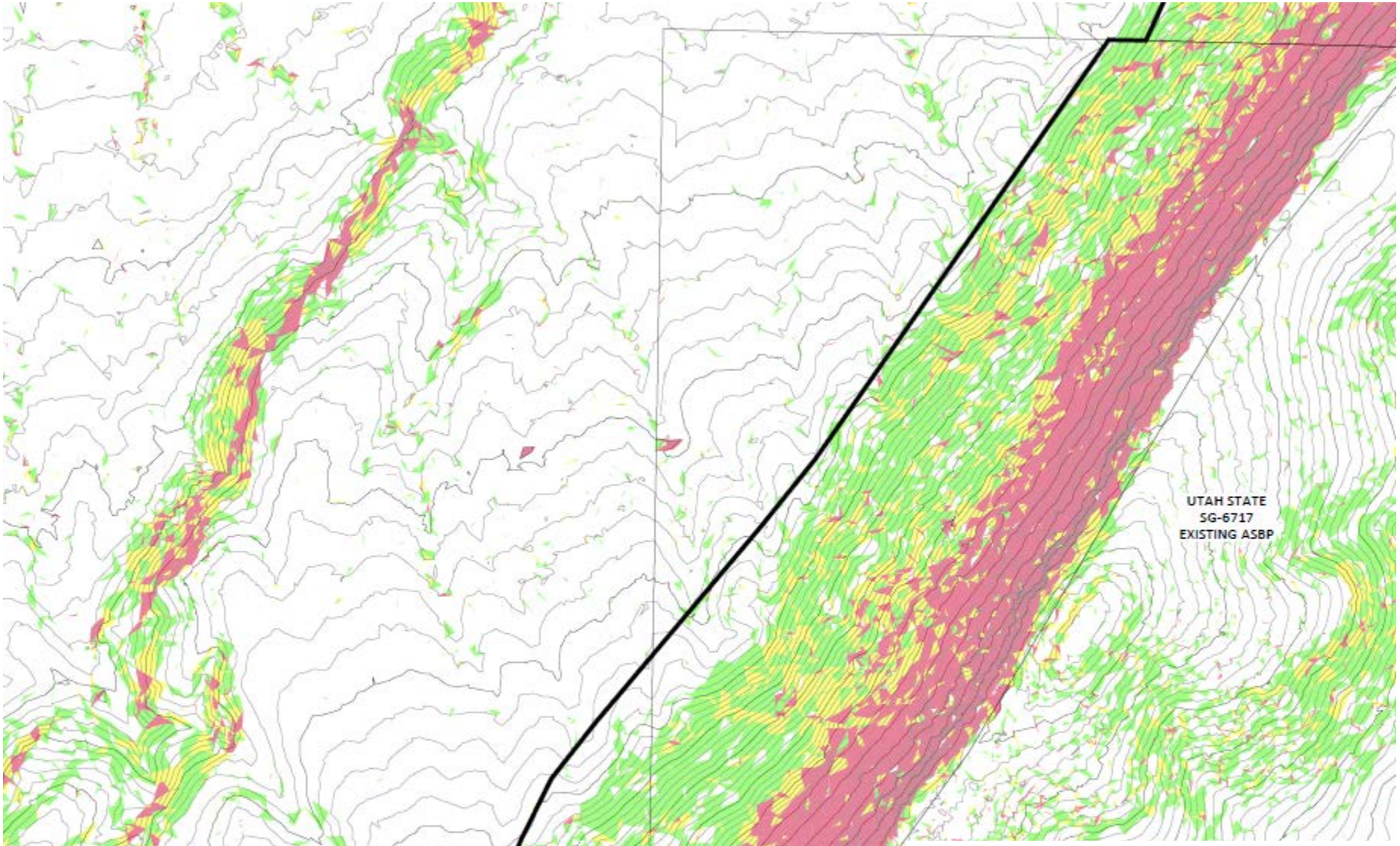
TEAKWOOD
PHASE 5
LOCATED IN ST. GEORGE, UTAH

SLOPE MAP

DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LANDSCAPE ARCHITECTS, CIVIL ENGINEERS

SM-1

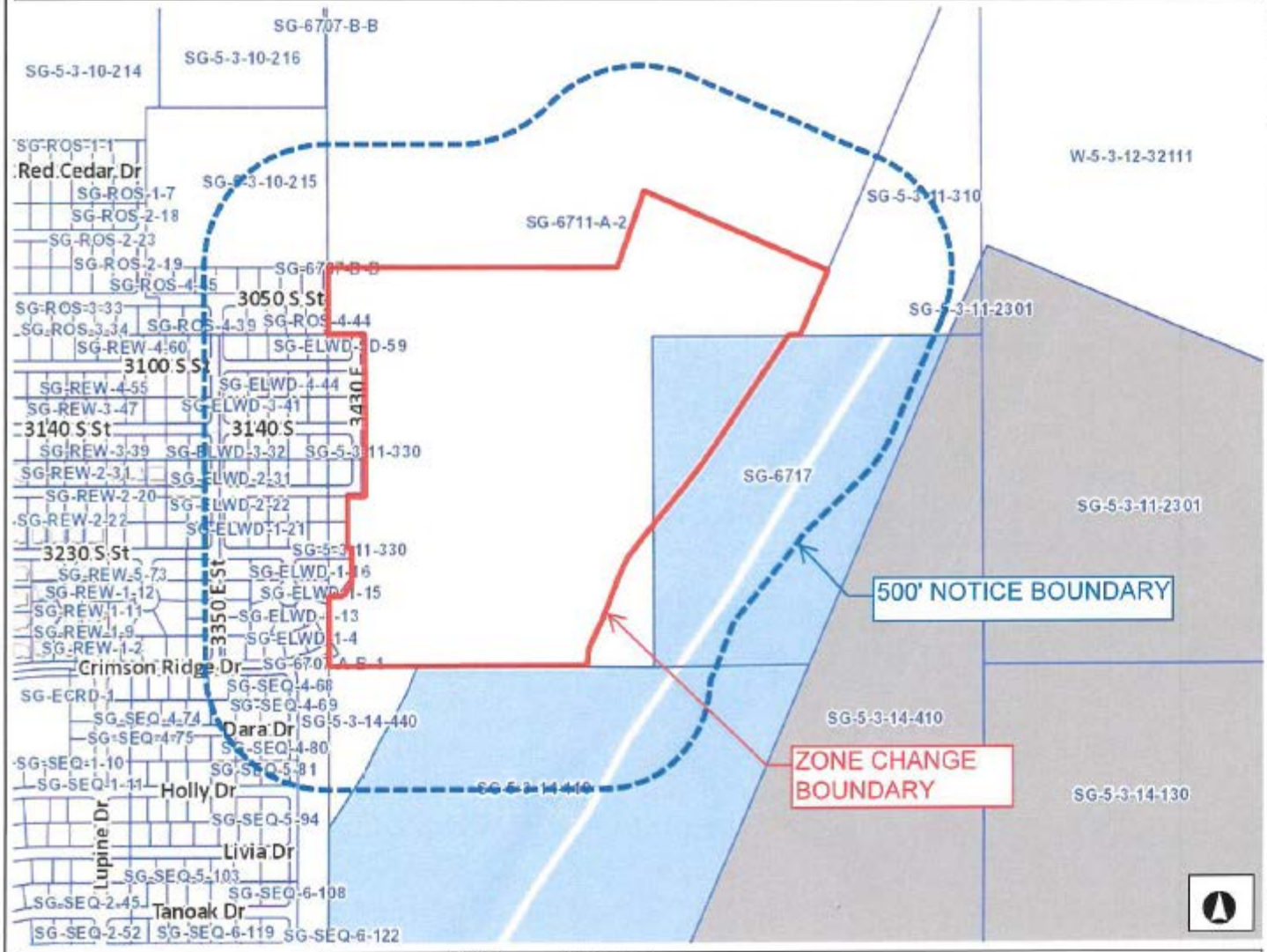
1 OF 1 TOTAL



SLOPE TABLE			
NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR
1	0%	20%	
2	20%	30%	
3	30%	40%	
4	40%	Vertical	



Teakwood Phase 5





Legend

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

Notes

1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE A-1 (AGRICULTURE, MINIMUM LOT SIZE 40,000 SQUARE FEET) AND ASBP (AIRPORT SUPPORTING BUSINESS PARK) ZONES, TO R-1-8 (SINGLE FAMILY RESIDENTIAL 8,000 SQ. FT. MINIMUM LOT SIZE), ON APPROXIMATELY 55.22 ACRES

(Teakwood Phase 5)

WHEREAS, the property owner has requested a zone change from the A-1 (Agriculture, minimum lot size 40,000 square feet) and (Airport Supporting Business Park) zones, to the R-1-8 (Single-Family Residential, minimum lot size 8,000 square feet) zone, on approximately 55.22 acres, generally located east of Crimson Ridge Drive and Marblewood Drive; and

WHEREAS, the Planning Commission held a public hearing on this request on June 11, 2019; 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 the A-1 (Agriculture, minimum lot size 40,000 square feet) and (Airport Supporting Business Park) zones, to the R-1-8 (Single-Family Residential, minimum lot size 8,000 square feet) zone, on approximately 55.22 acres, generally located east of Crimson Ridge Drive and Marblewood Drive, and more specifically described on Exhibit A, attached hereto and incorporated herein. 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 upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 18th day of July, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

TEAKWOOD PHASE 5-8 ZONE CHANGE BOUNDARY

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 01°00'22" EAST ALONG THE SECTION LINE, A DISTANCE OF 282.634 FEET; THENCE SOUTH 88°59'30" EAST 56.896 FEET; THENCE NORTH 34°30'33" EAST 59.343 FEET TO A POINT ON THE EXTENSION OF THE EASTERLY BOUNDARY OF ELMWOOD ESTATES – PHASE 5A, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 01°12'23" EAST ALONG SAID SUBDIVISION BOUNDARY AND THE EXTENSION THEREOF, A DISTANCE OF 100.000 FEET; THENCE NORTH 01°11'42" EAST 45.000 FEET; THENCE NORTH 88°48'18" WEST 15.011 FEET TO THE EASTERLY BOUNDARY OF ELMWOOD ESTATES – PHASE 5B, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 01°11'42" EAST ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 207.508 FEET; THENCE SOUTH 88°48'18" EAST 46.239 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 477.500 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°45'13", A DISTANCE OF 22.948 FEET; THENCE NORTH 01°00'22" EAST 654.898 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 11, SAID POINT ALSO BEING ON THE EXTENSION OF THE NORTHERLY BOUNDARY OF ELMWOOD ESTATES – PHASE 5D, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 88°36'08" WEST ALONG THE SIXTEENTH LINE AND SAID SUBDIVISION BOUNDARY AND THE EXTENSION THEREOF, A DISTANCE OF 145.003 FEET TO A POINT ON THE SECTION LINE; THENCE NORTH 01°00'22" EAST ALONG SAID SECTION LINE, A DISTANCE OF 269.491 FEET; THENCE SOUTH 88°42'38" EAST 1162.614 FEET; THENCE NORTH 20°21'04" EAST 328.135 FEET; THENCE SOUTH 65°15'44" EAST 809.943 FEET; THENCE SOUTH 24°38'38" WEST 284.208 FEET; THENCE NORTH 88°35'38" WEST 44.454 FEET; THENCE SOUTH 35°00'52" WEST 614.804 FEET; THENCE SOUTH 38°57'27" WEST 108.532 FEET; THENCE SOUTH 40°12'22" WEST 300.000 FEET; THENCE SOUTH 38°16'05" WEST 87.679 FEET; THENCE SOUTH 26°28'34" WEST 82.307 FEET; THENCE SOUTH 22°14'27" WEST 200.000 FEET; THENCE SOUTH 26°30'20" WEST 115.395 FEET; THENCE SOUTH 06°32'48" WEST 68.554 FEET TO A POINT ON THE SECTION LINE; THENCE NORTH 88°48'03" WEST ALONG SAID SECTION LINE, A DISTANCE OF 1036.908 FEET TO THE POINT OF BEGINNING.

CONTAINS 2,405,201 SQ. FT., (55.216 ACRES)



DRAFT

Agenda Item Number : 07

Request For Council Action

Date Submitted	07/01/2019 11:23 AM
Proposed City Council Date	07/11/2019
Applicant	St George 730 LLC
Subject	Consider approval of an ordinance changing the zone from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to R-1-7 (Single Family Residential, minimum lot size 7,000 sq ft) for Divario PA 13 (Planning Area 13) on approximately 61.67 acres generally located west of Plantations Drive and north of 730 South Street on the City border in the Divario Ridge subdivision.
Background	This is a request to consider a zone change from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to R-1-7 (Single Family Residential, minimum lot size 7,000 sq ft) on approximately 61.67 acres. The request is consistent with the general plan for this area.
Proposed Resolution	Planning Commission recommends approval
Cost	$
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

Zone Change

PLANNING COMMISSION AGENDA REPORT: **06/11/2019**
CITY COUNCIL MEETING: **07/11/2019**

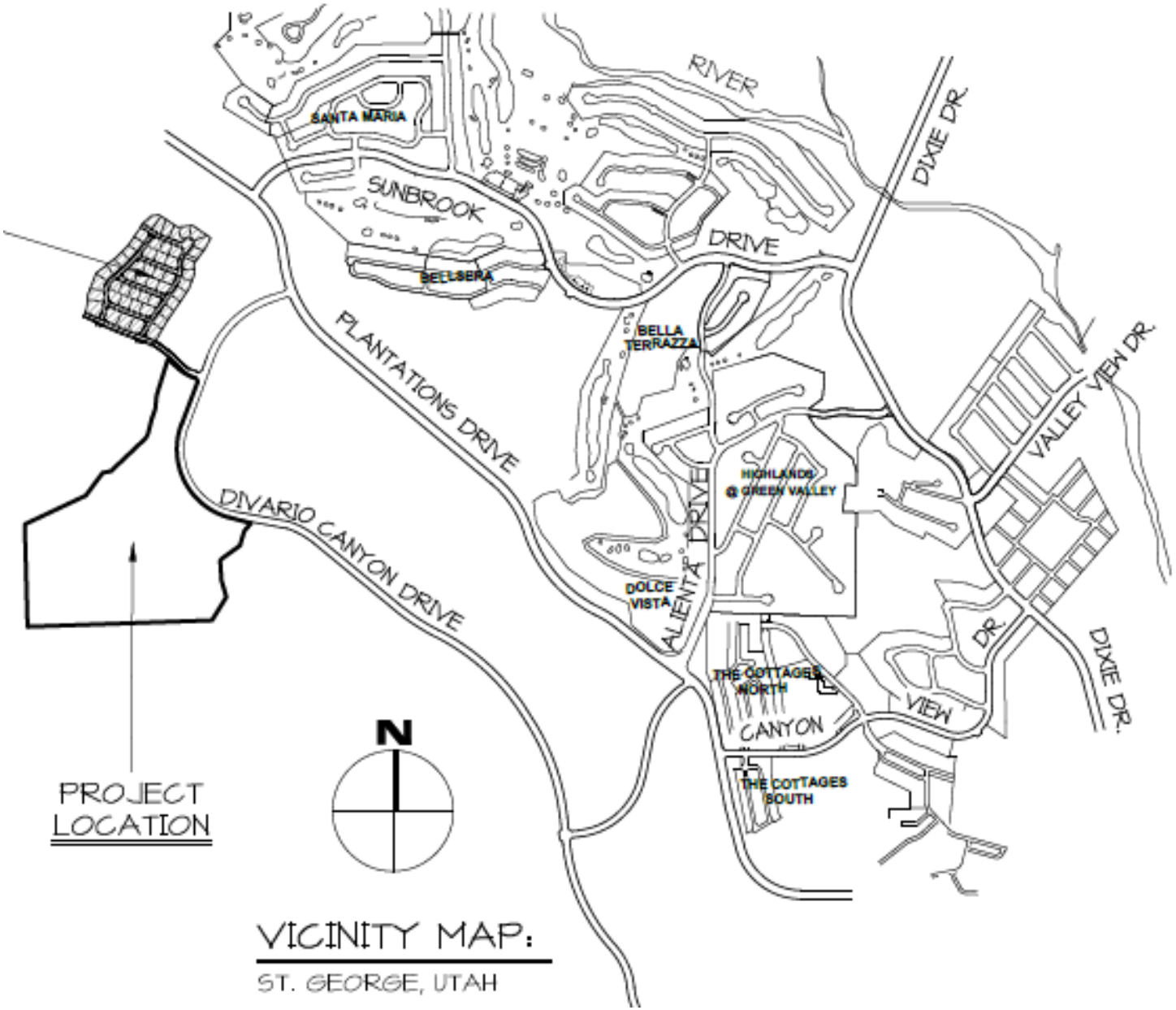
ZONE CHANGE AMENDMENT
Divario PA 13
Case No. 2019-ZC-027

Request:	This is a request to consider a zone change from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to R-1-7 (Single Family Residential, minimum lot size 7,000 sq ft) on approximately 61.67 acres.
Owner:	St George 730 LLC
Representative:	Mark Teepen
Engineer:	Rosenberg Associates
Location:	This property is generally located west of Plantations Drive and north of 730 South Street on the City border in the Divario Ridge subdivision.
Acreage:	61.67 acres
Zoning:	R-1-10
General Plan:	MDR (Medium Density Residential)
Adjacent zones:	To the north & east is R-1-10 The land to the south & west is outside of the City boundary (County).

ZONE CHANGE

Divario PA 13 (2019-ZC-027)

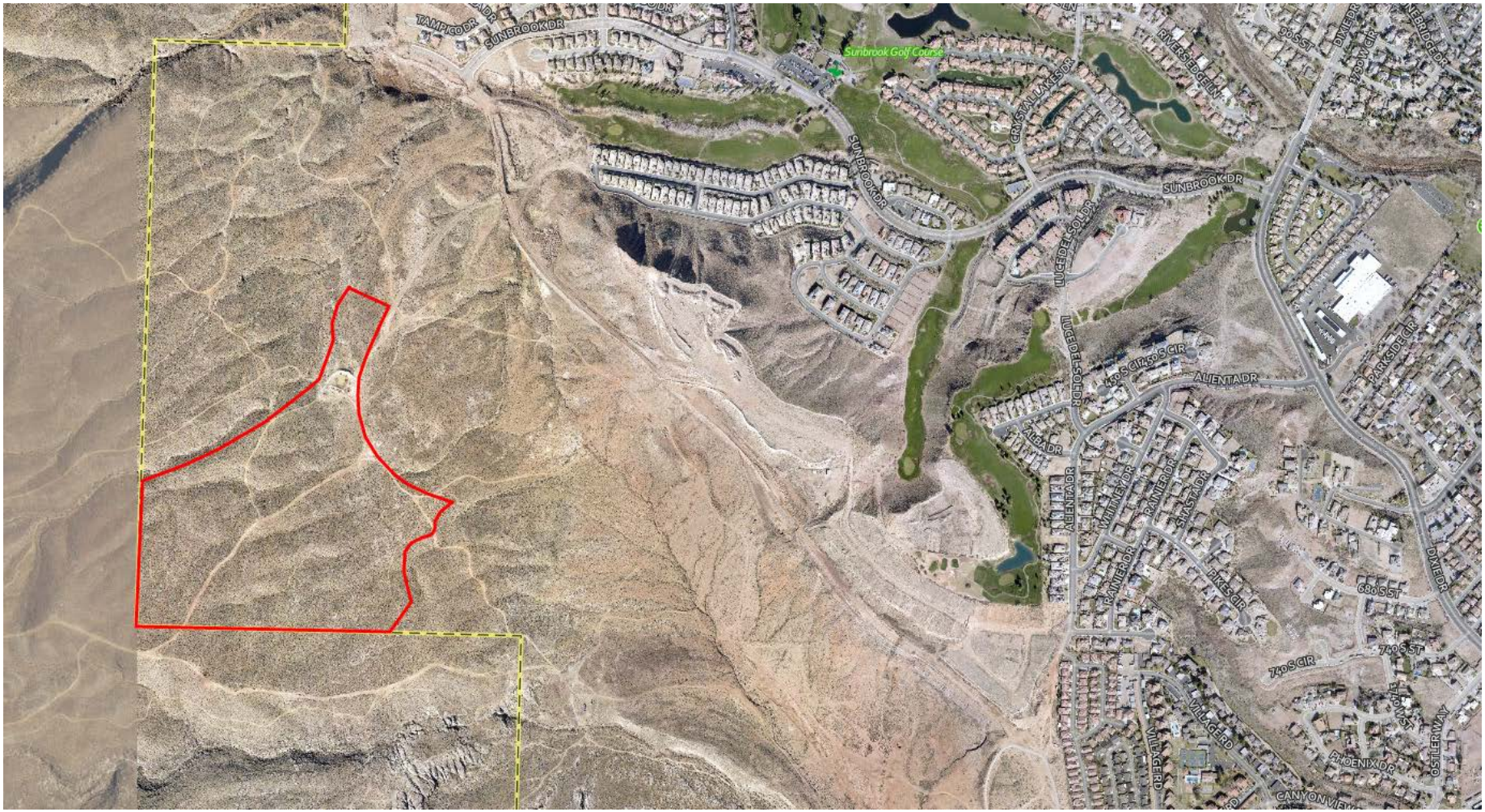
Acres: 61.67

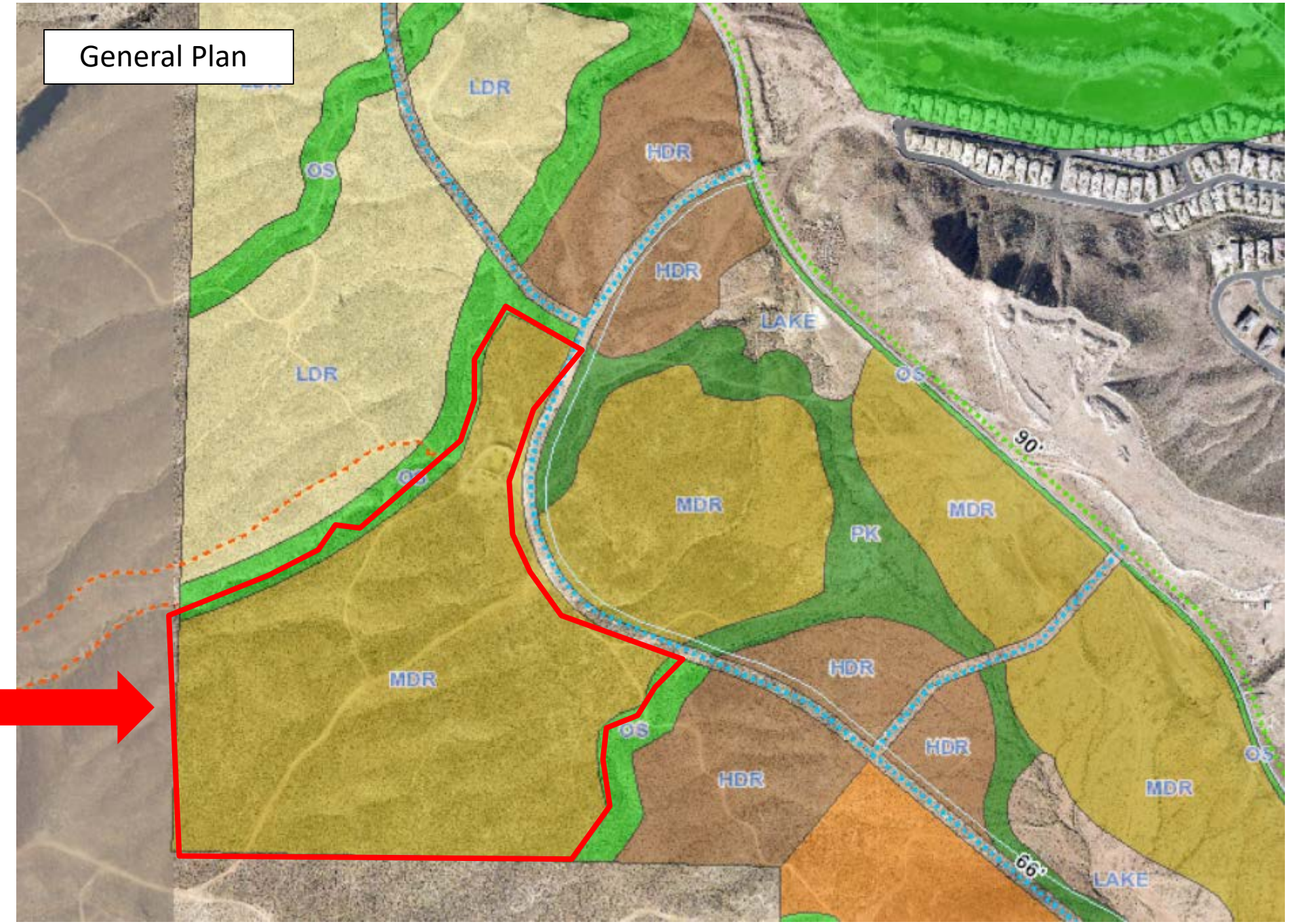


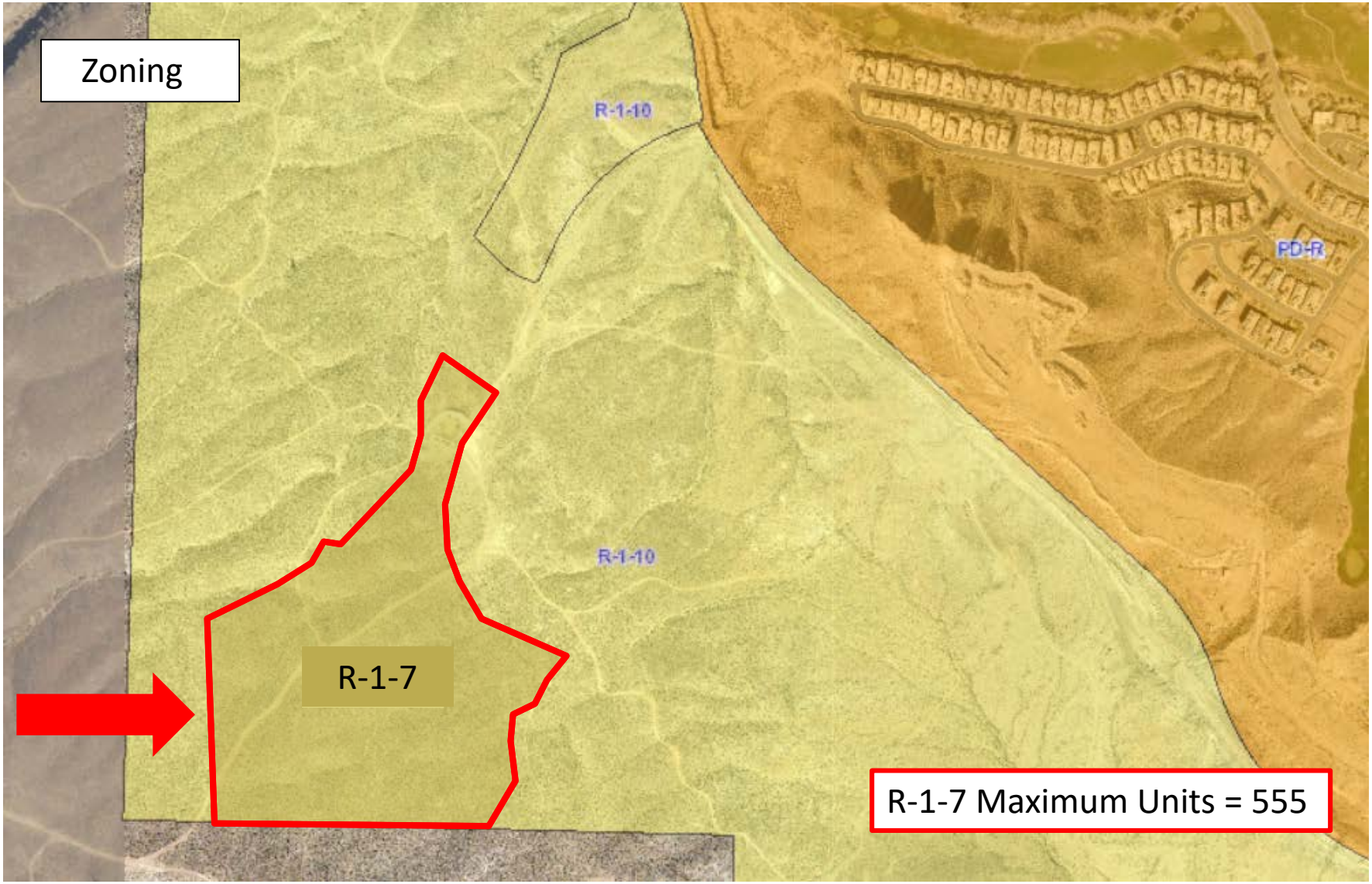
VICINITY MAP:

ST. GEORGE, UTAH

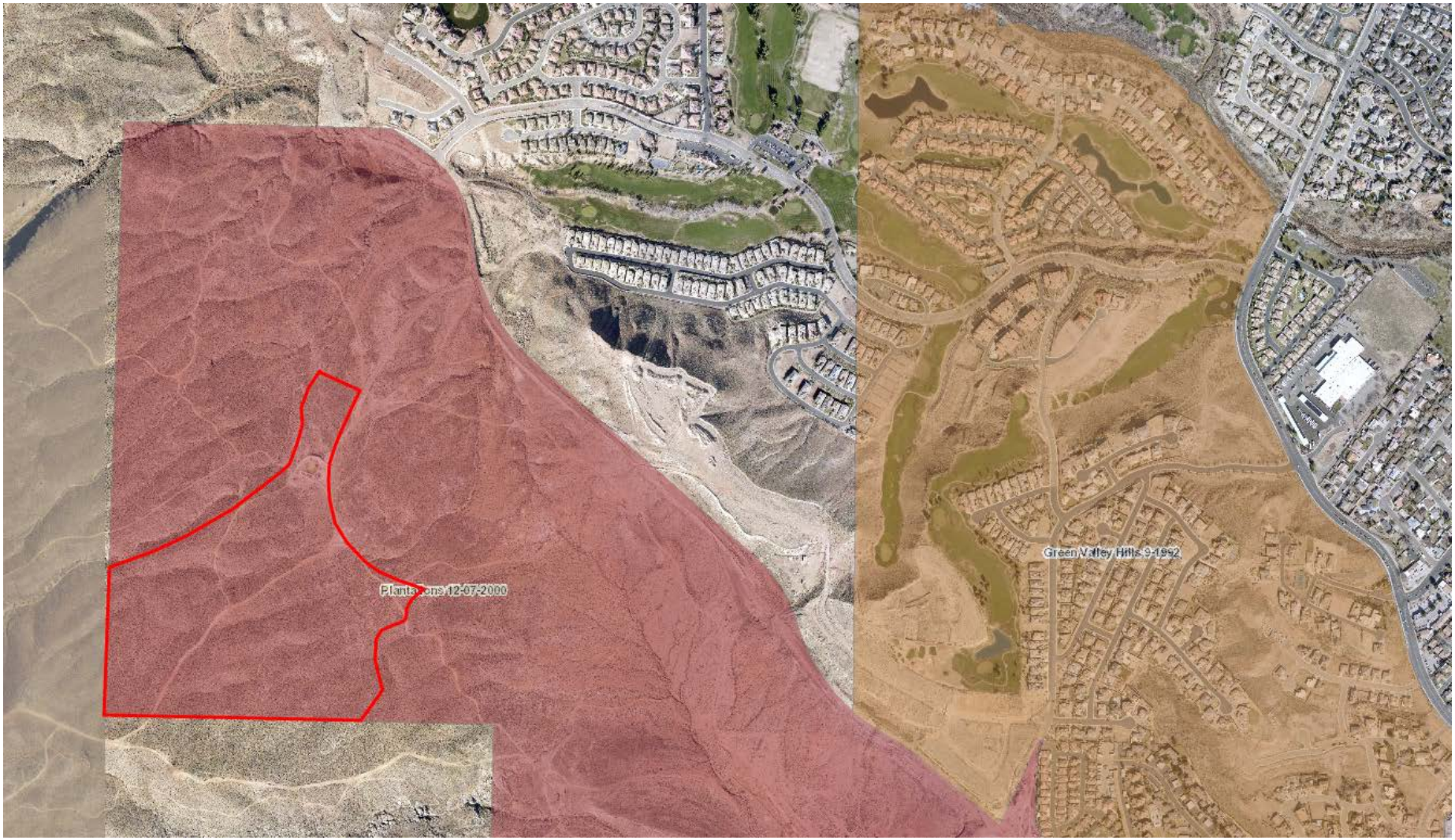
LOCATION

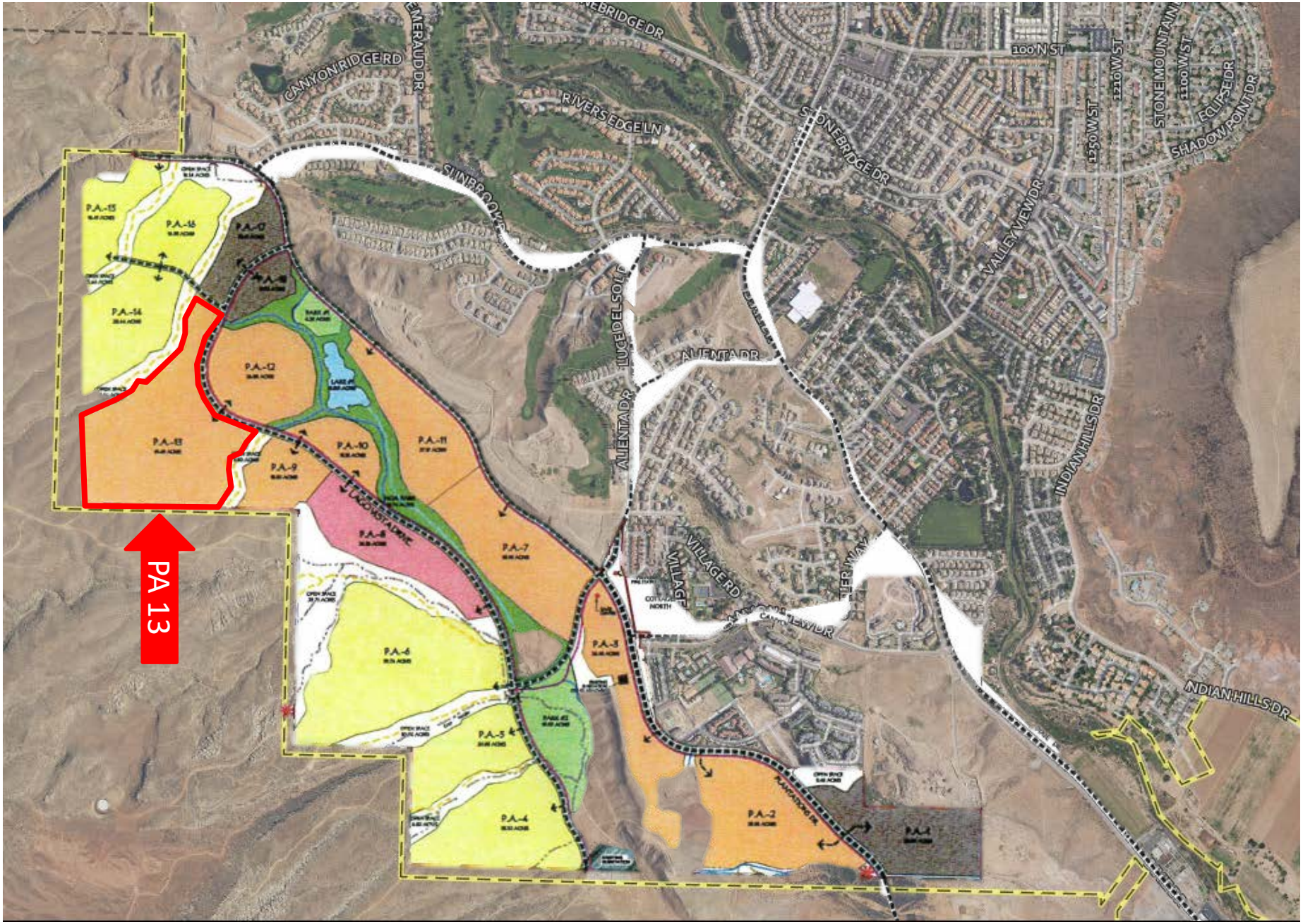

TAMPICO DR
SUNBROOK DR
Sunbrook Golf Course
SUNBROOK DR
CRYSTAL LAKE DR
RIVERSEDGE LN
SUNBROOK DR
LUGE DEL SOL DR
LUGE DEL SOL DR
1450 S CIR
1430 S CIR
ALIENTA DR
PARKSIDE CIR
DIXIE DR
ALIENTA DR
WHITNEY DR
RAINIER DR
SHASTA DR
RAINIER DR
PIKES CIR
DIXIE DR
660 S ST
740 S CIR
740 S ST
VILLAGE RD
VILLAGE RD
PHOENIX DR
CANYON VIEW


General Plan
LDR
OS
HDR
HDR
LAKE
LDR
OS
90'
MDR
MDR
PK
MDR
HDR
OS
HDR
HDR
OS
MDR
66'
LAKE


Zoning
R-1-10
PD-R
R-1-10
R-1-7
R-1-7 Maximum Units = 555

Hillside Overlay




PA 13
CANYON RIDGE RD
RIVERS EDGE LN
SUNBROOK
STONEBRIDGE DR
100 N ST
1210 W ST
1350 W ST
1100 W ST
STONE MOUNTAIN
ECLIPSE DR
SHADOW POINT DR
VALLEY VIEW DR
INDIAN HILLS DR
ALIENTA DR
LUCE DEL SOL
VILLAGE RD
P.A.-1
P.A.-2
P.A.-3
P.A.-4
P.A.-5
P.A.-6
P.A.-7
P.A.-8
P.A.-9
P.A.-10
P.A.-11
P.A.-12
P.A.-13
P.A.-14
P.A.-15
P.A.-16
P.A.-17

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE R-1-10 (SINGLE FAMILY RESIDENTIAL 8,000 SQ. FT. MINIMUM LOT SIZE) ZONE, TO THE R-1-7 (SINGLE FAMILY RESIDENTIAL 7,000 SQ. FT. MINIMUM LOT SIZE) ZONE, ON APPROXIMATELY 61.67 ACRES

(Divario Planning Area 13)

WHEREAS, the property owner has requested a zone change from the R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) zone, to the R-1-7 (Single-Family Residential, minimum lot size 7,000 square feet) zone, on approximately 61.67 acres, generally located west of Plantations Drive and north of 730 South Street in the Divario Ridge subdivision; and

WHEREAS, the Planning Commission held a public hearing on this request on June 11, 2019; 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 the R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) zone, to the R-1-7 (Single-Family Residential, minimum lot size 7,000 square feet) zone, on approximately 61.67 acres, generally located west of Plantations Drive and north of 730 South Street in the Divario Ridge subdivision, and more specifically described on Exhibit A, attached hereto and incorporated herein. 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 upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 18th day of July, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

ROSENBERG ASSOCIATES
CIVIL ENGINEERS LAND SURVEYORS

Zone Change Description for PA-13 at Divario

Beginning at a point on the section line, said point being North 88°32'37" West 894.44 feet along the section line from the Southeast Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 88°32'37" West 1,727.00 feet along the section line to the South Quarter Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base;
thence North 01°50'37" East 958.31 feet along the Center Section Line;
thence North 68°16'35" East 631.29 feet;
thence North 39°52'46" East 265.23 feet;
thence North 82°49'44" East 79.47 feet;
thence North 49°49'37" East 449.16 feet;
thence North 30°09'15" East 48.11 feet;
thence North 17°59'19" East 132.40 feet;
thence North 22°43'05" East 109.14 feet;
thence North 08°32'26" East 124.51 feet;
thence North 20°40'57" East 355.72 feet;
thence Southeast 29.19 feet along an arc of a 380.00 foot radius curve to the right (center bears South 40°30'12" West, long chord bears South 47°17'46" East 29.18 feet with a central angle of 04°24'02");
thence South 45°05'45" East 121.84 feet;
thence Southeast 123.26 feet along an arc of a 340.00 foot radius curve to the left (center bears North 44°54'15" East, long chord bears South 55°28'53" East 122.58 feet with a central angle of 20°46'15");
thence South 65°52'00" East 48.52 feet;
thence South 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 24°08'00" West, long chord bears South 20°52'00" East 35.36 feet with a central angle of 90°00'00");
thence South 24°08'00" West 424.72 feet;
thence Southeast 1,102.72 feet along an arc of a 661.00 foot radius curve to the left (center bears South 65°52'00" East, long chord bears South 23°39'32" East 979.22 feet with a central angle of 95°35'04");
thence South 71°27'05" East 210.00 feet;
thence South 44°21'12" West 95.75 feet;
thence South 20°13'47" West 141.36 feet;
thence South 57°12'12" West 202.49 feet;
thence South 43°57'13" West 30.36 feet;
thence South 00°15'31" East 185.22 feet;
thence South 12°37'03" East 158.84 feet;
thence South 34°53'41" West 256.47 feet to the Point of Beginning.

Containing 2,686,192 square feet or 61.67 acres.



DRAFT

Agenda Item Number : 08

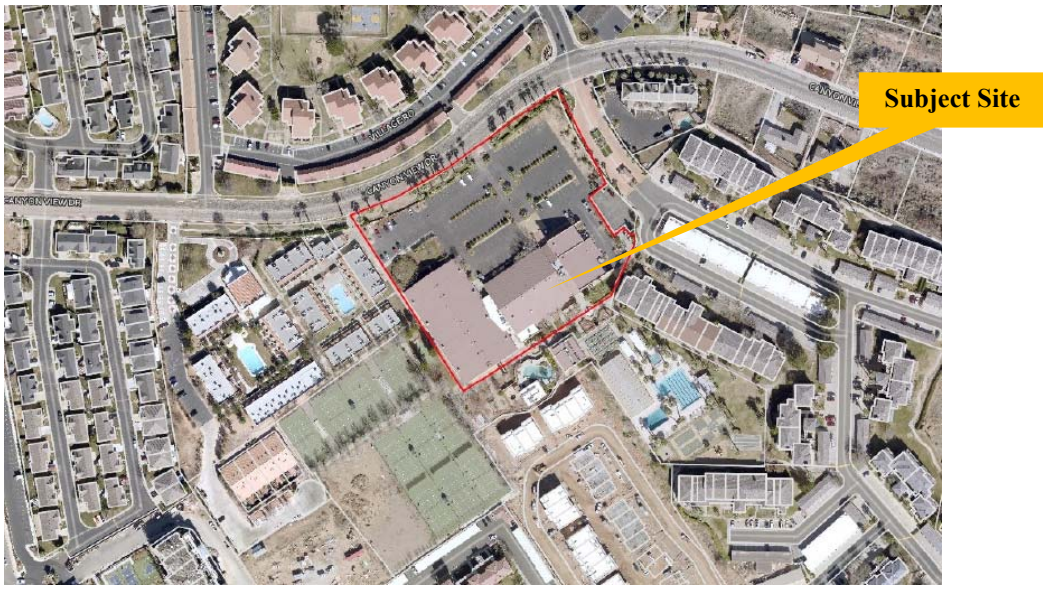
Request For Council Action

Date Submitted	07/01/2019 11:19 AM
Proposed City Council Date	07/11/2019
Applicant	Dave Nasal
Subject	Consider approval of an ordinance amending the PD-R (Planned Development Residential) zone to add a commercial use list for the Green Valley Spa Building generally located at 1871 West Canyon View Drive on approximately 4.55 acres.
Background	The existing Green Valley Spa Building has been used for commercial uses for over 25 years. However, this request is to officially establish a 'use list' of uses which may occur in this building as part of the existing PD zoning.
Proposed Resolution	Planning Commission recommends approval
Cost	$
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 06/11/2019
CITY COUNCIL MEETING: 07/11/2019

Zone Change Amendment
Green Valley Spa Building – Commercial Uses
Case No. 2019-ZCA-025

Background:	The existing Green Valley Spa Building has been used for commercial uses for over 25 years and the General Plan is Commercial. However, this request is to officially establish a 'use list' of uses which may occur in this building as part of the existing PD zoning.
Request:	Consider the proposed commercial use list (see attached) for the Green Valley Spa building.
Applicant:	GVS Holdings LLC
Representative:	Dave Nasal
Area:	4.55 acres
Location:	Generally located at 11871 W Canyon View Drive
Zone:	PD-R (Planned Development Residential)
General Plan:	COM (Commercial)



Applicant's Request:

1. Dance Studio, Martial arts studio
2. Health club/spa, fitness center
3. Recreation center, gymnasium
4. Stadium, amphitheater, indoor arena, sports complex
5. Theater, motion picture or live performance
6. Professional or business office only. (real estate, incombinater office space for startup tech companies)
7. Food Service establishments:
   - (Food Prep in commercial kitchen space for chefs, food trucks, meal prep companies)
   - Catering establishment
   - Restaurant, sit down
8. Medical/dental office or clinic (sports massage therapist, chiropractor, health and wellness recovery hyperbaric chamber wellness recovery)
9. Lodge, fraternal organization, senior center, meeting room, or social hall
10. Child nursery, daycare, preschool
11. Educational institutions, schools, college, learning centers, trade schools (no residential or 24 hour facilities) - Coding, Study Hall, massage therapy training, physical therapy certification. Massage establishment (sports and medical)
12. Assisted Living

Staff Recommendation: Staff recommends several of the uses from the applicant be considered for approval, but the Planning Commission will want to discuss and consider each for this unique facility's location. The following is a 'use list' suggested by staff:

1. Health Club
2. Spa
3. Fitness Center
4. Dance Studio
5. Gymnasium
6. Recreation Center
7. Indoor sports
8. Basketball
9. Volleyball
10. Stage (*located in basement*) – for various small performances and presentations (*100 seat maximum*)
11. Office Space
12. Food Services (*existing cafeteria*)
13. Catering
14. Small Restaurant
15. Health Clinic (sports)
16. Health Clinic (diet)
17. Meeting Rooms
18. Conference Rooms
19. Social Hall
20. Sports Education - programs
21. Educational (massage therapy, physical therapy, etc)

Alternatives:

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

Possible Motion: The Planning Commission recommends approval of the Zone Change Amendment to establish a list of commercial uses unique to the existing Green Valley Spa (*List the determined uses established by the Planning Commission*).

2019-ZCA-025

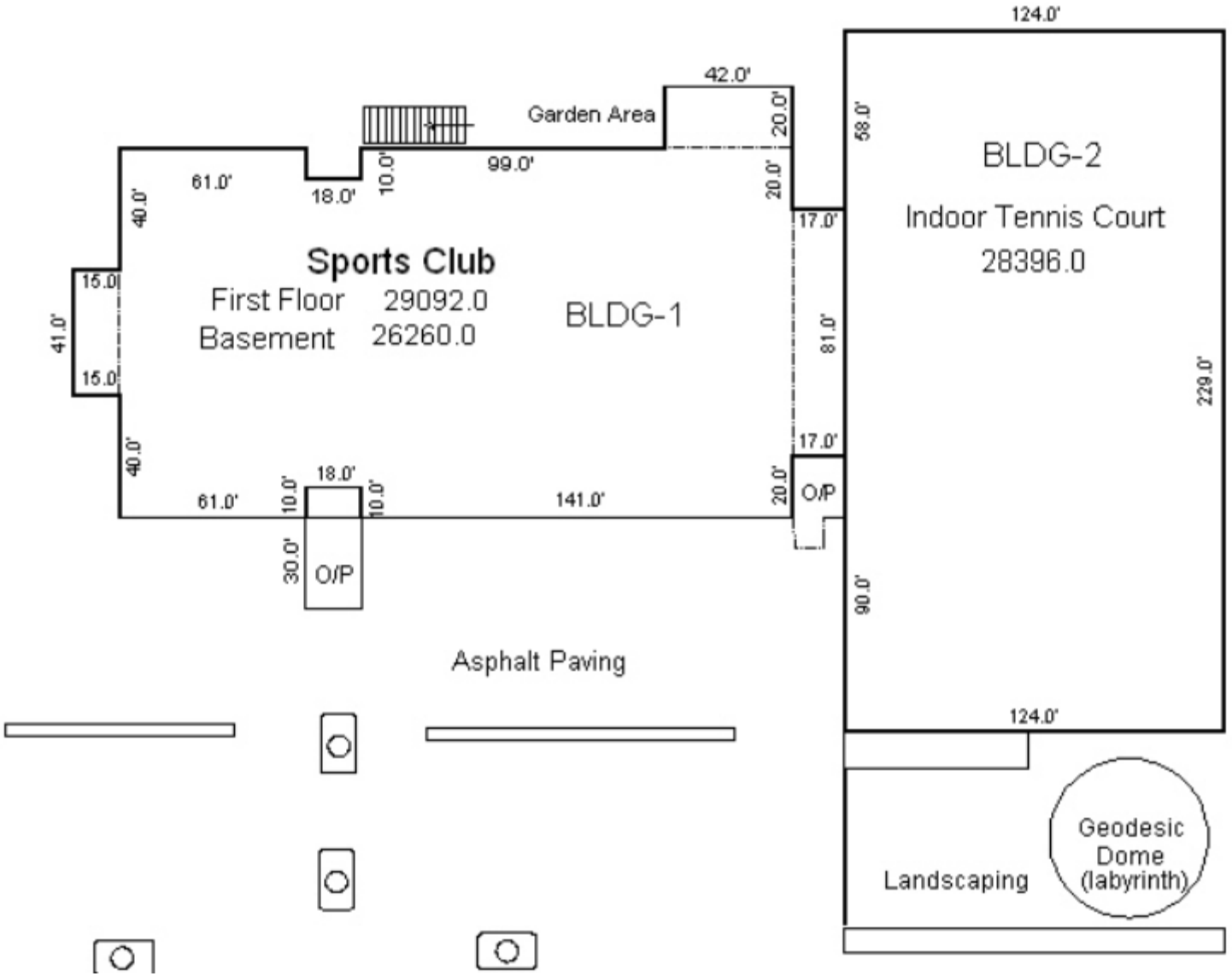
Green Valley Spa Commercial Building


CANYON VIEW DR
VILLAGERO
CANYON VIEW DR
CANYON VIEW DR



SWIMMING/WADING/DIVING COMPLEX TO REAR

PRO SHOP / BATH-HSE & POOL / SPA-GARDEN AREA TO REAR



General Plan



Zoning



PD-R

Applicant's Requested Uses

1. Dance Studio, Martial arts studio
2. Health club/spa, fitness center
3. Recreation center, gymnasium
4. Stadium, amphitheater, indoor arena, sports complex
5. Theater, motion picture or live performance
6. Professional or business office only. (real estate, incombinater office space for startup tech companies)
7. Food Service establishments:
   - (Food Prep in commercial kitchen space for chefs, food trucks, meal prep companies)
   - Catering establishment
   - Restaurant, sit down
8. Medical/dental office or clinic (sports massage therapist, chiropractor, health and wellness recovery hyperbaric chamber wellness recovery)
9. Lodge, fraternal organization, senior center, meeting room, or social hall
10. Child nursery, daycare, preschool
11. Educational institutions, schools, college, learning centers, trade schools (no residential or 24 hour facilities) - Coding, Study Hall, massage therapy training, physical therapy certification. Massage establishment (sports and medical)
12. Assisted Living

Staff's Suggested Uses + PC Recommendation

- Health Club
- Spa
- Fitness Center
- Dance Studio
- Gymnasium
- Recreation Center
- Indoor sports
- Basketball
- Volleyball
- Stage (*located in basement*) – for various small performances and presentations (*100 seat maximum*)
- Office Space
- Food Services (*existing cafeteria*)
- Catering
- Small Restaurant
- Health Clinic (sports)
- Health Clinic (diet)
- Meeting Rooms
- Conference Rooms
- Social Hall
- Sports Education - programs
- Educational (massage therapy, physical therapy, etc)
- **Theater**
- **Child Care**
- **Office Space as an ancillary use for the spa and sports courts**

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ZONE ON APPROXIMATELY 4.55 ACRES TO OFFICIALLY ESTABLISH THE USE LIST FOR THE PROPERTY
(Green Valley Spa located at 1871 W. Canyon View Drive)

WHEREAS, the property owner has requested a zone change amendment to the existing PD-R (Planned Development Residential) zone, on 4.55 acres, generally located at 1871 W. Canyon View Drive, to officially establish the Use List for the property; and

WHEREAS, the City Council held a public hearing on this request on July 11, 2019; and

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

WHEREAS, the City Council has determined that the requested change to the Zoning Map, by adopting and approving the official Use List, 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 amendment on 4.55 acres, by adopting and approving the official Use List as attached, and the zone change area as 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 upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 18th day of July, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

Washington County

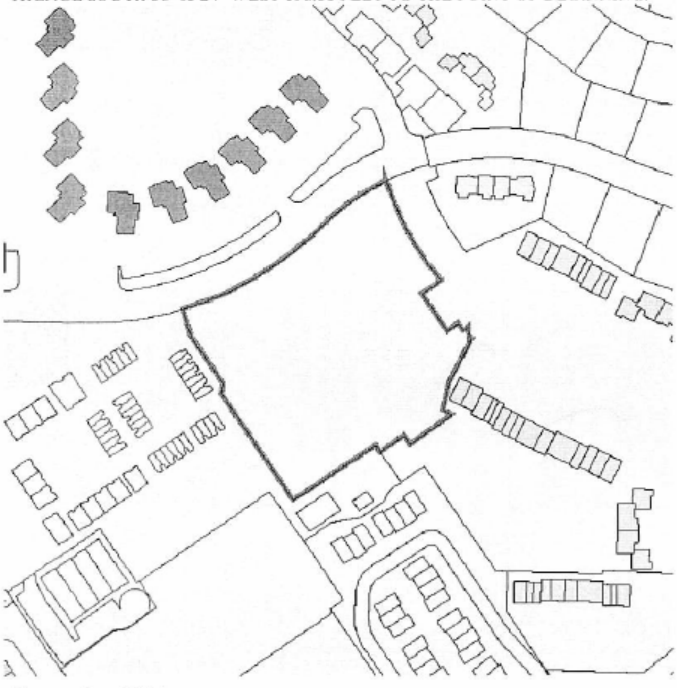
GVS HOLDINGS LLC
1173 S 250 W # 311
SAINT GEORGE, UT 84770

Account: 0595606
Tax Area: 08 - St George City
Acres: 4.550

Parcel: SG-6-2-35-4008
Situs Address:
1871 W CANYON VIEW DR
ST GEORGE, 847700000

Legal Description

S: 35 T: 42S R: 16W S: 34 T: 42S R: 16W BEGINNING AT A POINT BEING NORTH 00*48'55" EAST 988.69 FEET ALONG THE SECTION LINE AND NORTH 89*11'05" WEST 180.38 FEET FROM THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 34.12'47" WEST 256.75 FEET; THENCE NORTH 12*03'11" EAST 19.49 FEET;
THENCE NORTH 33*56'36" WEST 116.58 FEET; THENCE NORTH 16*26'06" WEST 54.20 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF CANYON VIEW DRIVE, SAID POINT BEING ON A 654.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 16*26'06" WEST, AND RUNNING THENCE 322.08 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28*10'37" TO A POINT ON A 500.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS SOUTH 44*36'39" EAST; THENCE 162.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18*38'15" TO A POINT ON A 560.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS NORTH 72*17'32" EAST; THENCE 225.32 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23*03'11";
THENCE SOUTH 56*28'00" WEST 46.88 FEET; THENCE SOUTH 34*00'44" EAST 89.83 FEET; THENCE NORTH 55*26'07" EAST 27.40 FEET;
THENCE SOUTH 35*13'38" EAST 17.38 FEET; THENCE NORTH 56*46'10" EAST 12.42 FEET TO A POINT ON A 71.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS POINT BEARS SOUTH 89*48'59" EAST; THENCE 27.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21*51'54"; THENCE SOUTH 27*22'53" WEST 94.00 FEET;
THENCE SOUTH 13*49'39" WEST 56.75 FEET; THENCE SOUTH 62*37'07" EAST 20.39 FEET;
THENCE SOUTH 55*40'48" WEST 101.57 FEET; THENCE NORTH 34*19'12" WEST 20.54 FEET;
THENCE SOUTH 55*40'48" WEST 58.66 FEET; THENCE NORTH 34*19'12" WEST 13.00 FEET;
THENCE SOUTH 56*03'24" WEST 198.50 FEET TO THE POINT OF BEGINNING.



Approved Use List for Green Valley Spa located at 1871 W. Canyonview Drive.

1. Health Club
2. Spa
3. Fitness Center
4. Dance Studio
5. Gymnasium
6. Recreation Center
7. Indoor sports
8. Basketball
9. Volleyball
10. Stage (*located in basement*) – for various small performances and presentations (*100 seat maximum*)
11. Office Space
12. Food Services (*existing cafeteria*)
13. Catering
14. Small Restaurant
15. Health Clinic (sports)
16. Health Clinic (diet)
17. Meeting Rooms
18. Conference Rooms
19. Social Hall
20. Sports Education - programs
21. Educational (massage therapy, physical therapy, etc)
22. Theater
23. Child Care
24. Office Space as an ancillary use for the spa and sports uses

DRAFT

Agenda Item Number : 09

Request For Council Action

Date Submitted	07/01/2019 11:12 AM
Proposed City Council Date	07/11/2019
Applicant	Steven Sheffield
Subject	Consider approval of an ordinance amending the PD-C (Planned Development Commercial) zone to develop a professional commercial building for retail or office use at Boulder Creek Crossing Lot 5 located at approximately 1455 South River Road on approximately 0.61 acres.
Background	This PD-C zone change is requested to approve the conceptual layout, elevations, materials and color board, site plan, 2-D elevations, etc. for development of Lot 5.
Proposed Resolution	Planning Commission recommends approval
Cost	$
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: **06/11/2019**
CITY COUNCIL MEETING: **07/11/2019**

ZONE CHANGE
Lot 5 - Boulder Creek Crossing
Case No. 2019-ZCA-022

Request:	This is a request for a zone change amendment to **Lot 5** of the "Boulder Creek Crossing" commercial subdivision to develop a building for either retail or office space. The property is zoned PD-C (Planned Development Commercial)
Current Project:	This PD-C zone change is requested to approve the conceptual layout, elevations, materials and color board, site plan, 2-D elevations, etc. for development of Lot 5.
Project Name:	Retail / Office building
Owner:	River Road Investments, LLC
Representative:	Steven Sheffield
Engineer:	Rosenberg Associates
Location:	1455 South River Road (*Lot #5 located in the "Boulder Creek Crossing" commercial center at the corner of 1450 South & South River Road*).
Acreage:	0.61 acres (26,357 sq. ft.)
Current Zone:	PD-C (Planned Development Commercial)
General Plan:	COM (Commercial)
Adjacent zones:	The immediate surrounding lots are zoned PD-C and are vacant land.
Ordinance:	This project is submitted for review in compliance with Section 10-8-6 "Commercial / Manufacturing Development Standards."
Building:	8,280 sq. ft.
Height:	One story building; approx. 25 ft.
Parking:	Required = 8,280 / 250 = 33.12 = 33 spaces Provided = 33 spaces (includes 2 ADA)

Landscaping: To be verified during the SPR (Site Plan Review) process. However, it appears to meet and exceed requirements.

Noticing: Notice letters were sent to property owners within a 500 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].

Uses: Retail or office is an approved use

Staff Comments:

1. Use – This use is included within the previously approved 'use' list for this commercial center.
2. Roadway(s) - The developer will be responsible for installing roadway improvements in compliance with the City's Master Road Plan.
3. Design – Conceptual building elevations, colors, and materials have been provided for review and discussion for Lot 5 "Boulder Creek Crossing."
4. SPR – Future SPR (Site Plan Review) applications and plans shall be submitted and approved by staff (*the SPR is the civil engineering plan set*).
5. Setbacks – The required setbacks in the PD-C zone are:
   Front – 25 ft.
   Side – 10 ft.
   Rear – 10 ft.
   Note: During the SPR (civil plan check) staff will verify setback compliance
6. Parking – 33 spaces are required and 33 are proposed.
7. Drainage – A drainage study and plan will be provided to staff as a part of the plan review process.
8. C.O. – It's proposed that no C.O. (Certificate of Occupation) shall be approved until all improvements are installed per approved developments civil and construction plans.
9. Lighting – No information has been provided for site lighting. However, with the submittal of a SPR application, a photometric plan will be required.
10. Landscaping - With the submittal of a SPR application, a landscape and irrigation plan will be required

PC: The Planning Commission recommends approval with the following suggested conditions and comments:

1. Use - The use is an approved use.
2. Building - The conceptual building elevations, colors and materials are recommended for approval as presented.
3. Landscaping - The overall conceptual landscaping is recommended for approval as presented.
4. SPR - The applicant shall provide a SPR (Site Plan Review) application along with the required civil engineering plan set (Cover sheet, site plan, utility plan, drainage plan, grading plan, landscape plan, irrigation plan, detail sheets, photometric plan, etc.) for development of Lot 5.
5. Roadways - The roadways shall be developed in compliance with the Master Road Plan.
6. Setbacks - All setbacks shall comply with the Zoning Ordinance
7. Parking - All parking shall comply with the Zoning Ordinance.
8. Lighting – The applicant shall submit a photometric plan with the SPR submittal (civil plan set)
9. Erosion Protection – Site erosion protection shall be in compliance with an approved erosion control report and with all applicable City, State, and Federal standards.
10. Height – The single story building of approx. 25 ft. is recommended for approval.

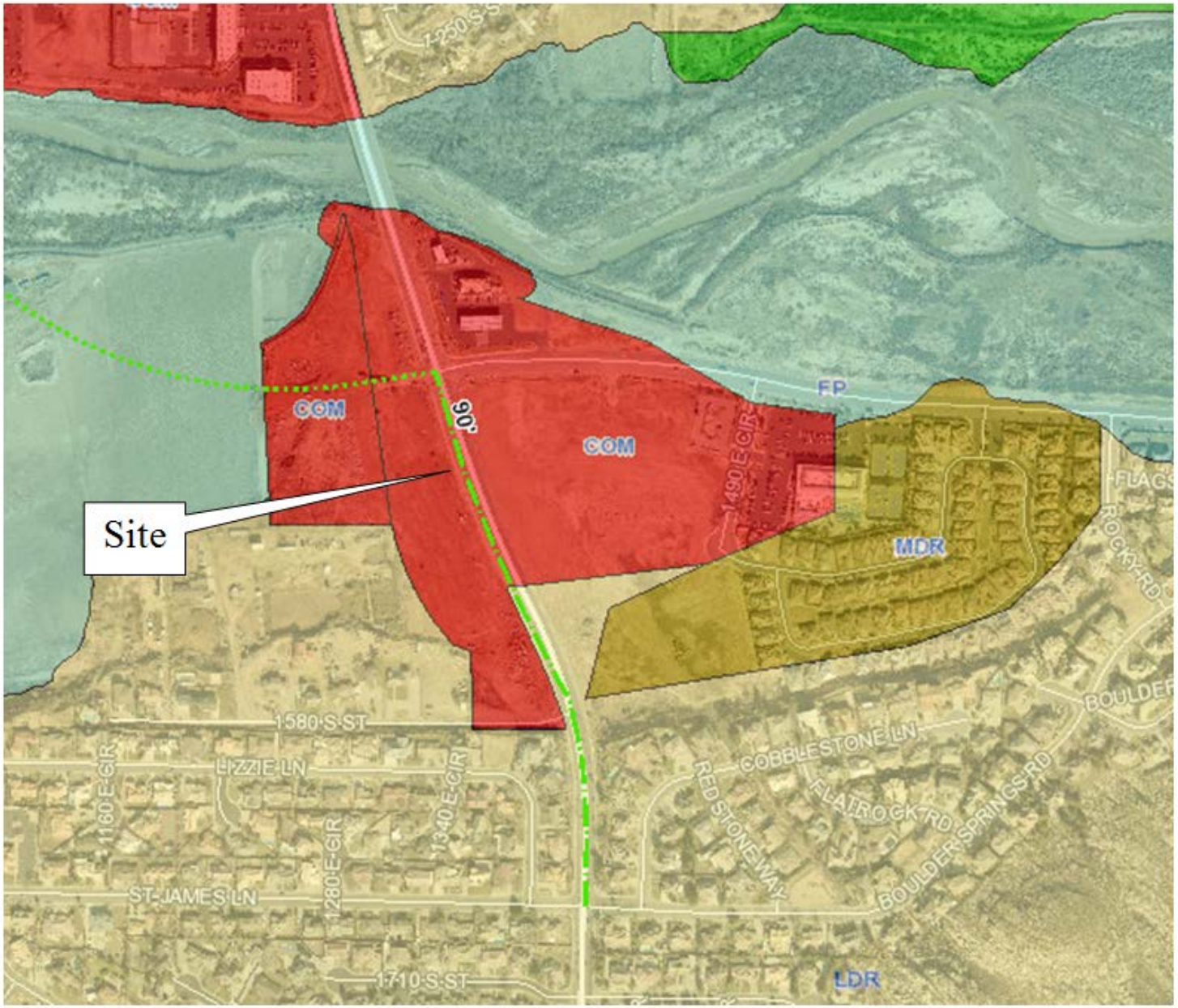
2019-ZCA-022

Lot 5
Boulder Creek Crossing

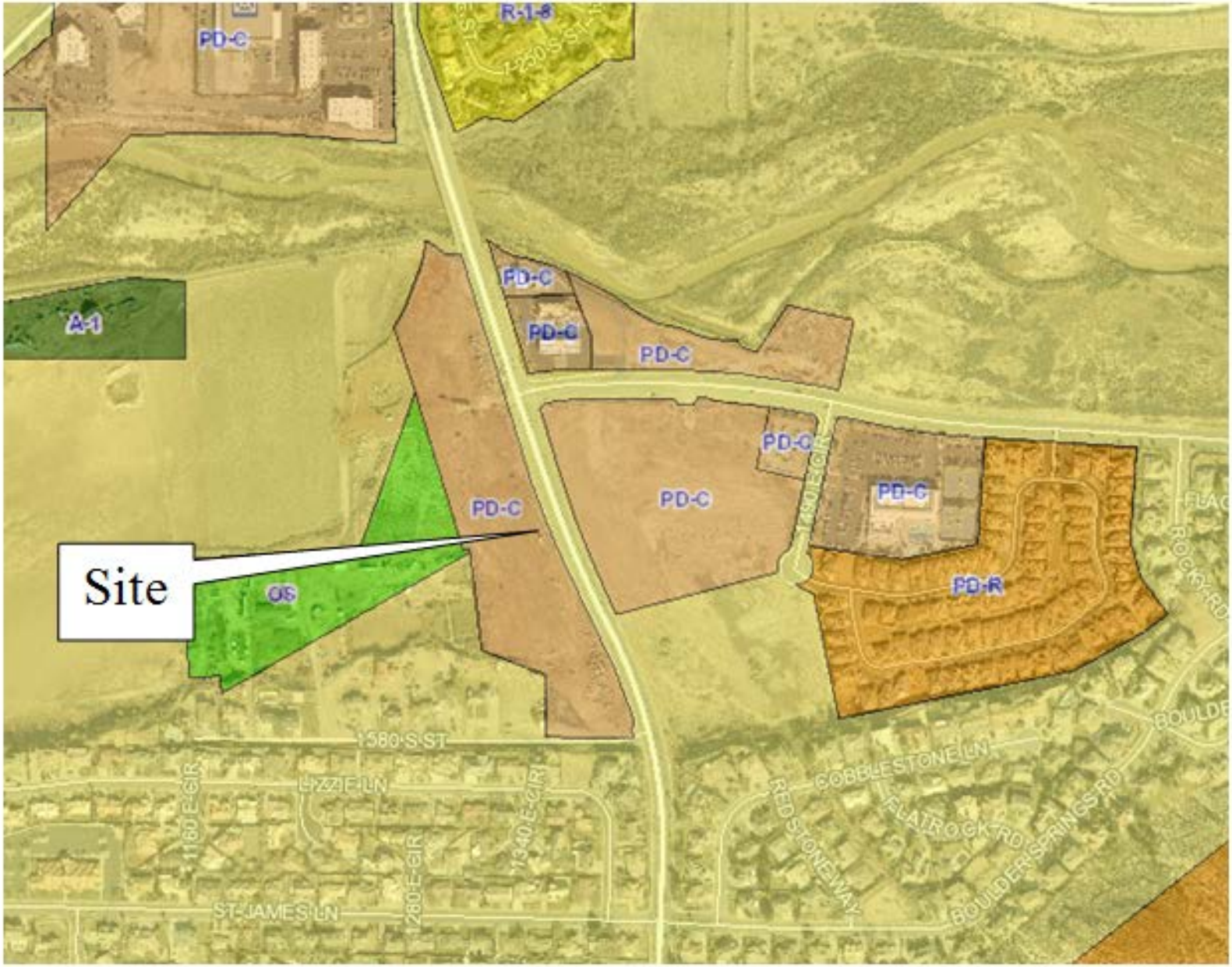

SITE
RIVER ROAD
1450 SOUTH ST.


RIVER RD
1450 S ST
1490 E CIR
1490 E CIR
RIVER RD
RIVER RD
1580 S ST
1580 S ST

General Plan



Zoning Map *(Zone = PD-C)*



ROSENBERG ASSOCIATES

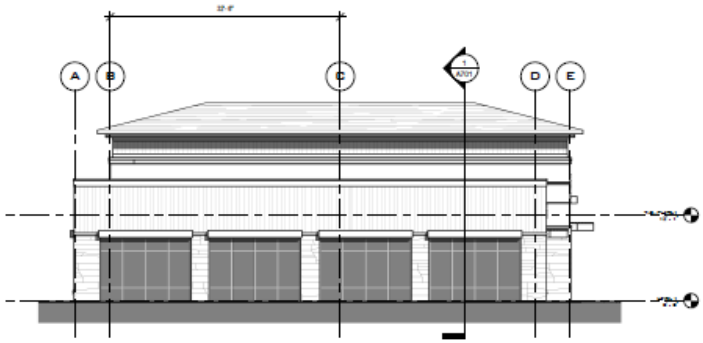
SITE PLAN FOR LOT 5
FOR
BOULDER CREEK CROSSING
RIVER ROAD INVESTMENTS, LLC
ST GEORGE, UTAH

SHEET
1
1 OF 1 SHEETS



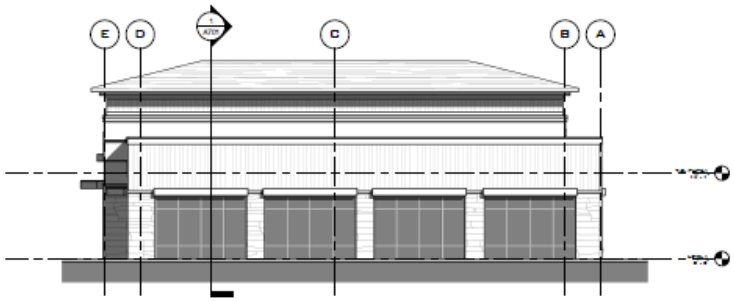
4 REAR ELEVATION
1/8" = 1'-0"

EAST ELEVATION



2 LEFT ELEVATION
1/8" = 1'-0"

SOUTH ELEVATION



3 RIGHT ELEVATION
1/8" = 1'-0"

NORTH ELEVATION



1 FRONT ELEVATION
1/8" = 1'-0"

WEST ELEVATION

COPYRIGHT ©
CAMPBELL & ASSOCIATES ARCHITECTS, L.L.C.
ST. GEORGE, UTAH

DATE:
JOB:
BY:
REVISIONS:

PROJECT:
BOULDER CREEK
LOT 5
SAINT GEORGE, UTAH

CAMPBELL & ASSOCIATES
ARCHITECTS

SHEET NUMBER
A601

Front of Building (as seen from the west side of the building)



West/South Elevation

Back of Building (as seen from River Road on the east side of the building)



North/East Elevation

Signs to follow Master Sign Plan for Boulder Creek Crossing

Boulder Creek Crossing Phase 1 Use List

Amusement / Recreation / Entertainment
Dance Studio
Martial Arts Studio
Health Club
Fitness Center
Indoor entertainment activities such as paintball, bowling alley, miniature golf, arcade, etc.
Theater

Animal Services (indoor only)
Small Animal boarding
Animal Hospital
Veterinarian Clinic
Pet store, pet grooming

Automotive (indoor only)
Auto parts sales (indoor only)
Automobile rental
Tire sales (indoor)
Car Wash (excluding open bays & manual car wash)

Business & Financial
Bank or financial institution
Professional or business office (real estate, travel, accounting, attorney, etc.)

Food Service
Bakery
Catering
Delicatessen
Ice cream parlor
Restaurant, drive-in
Restaurant, sit down

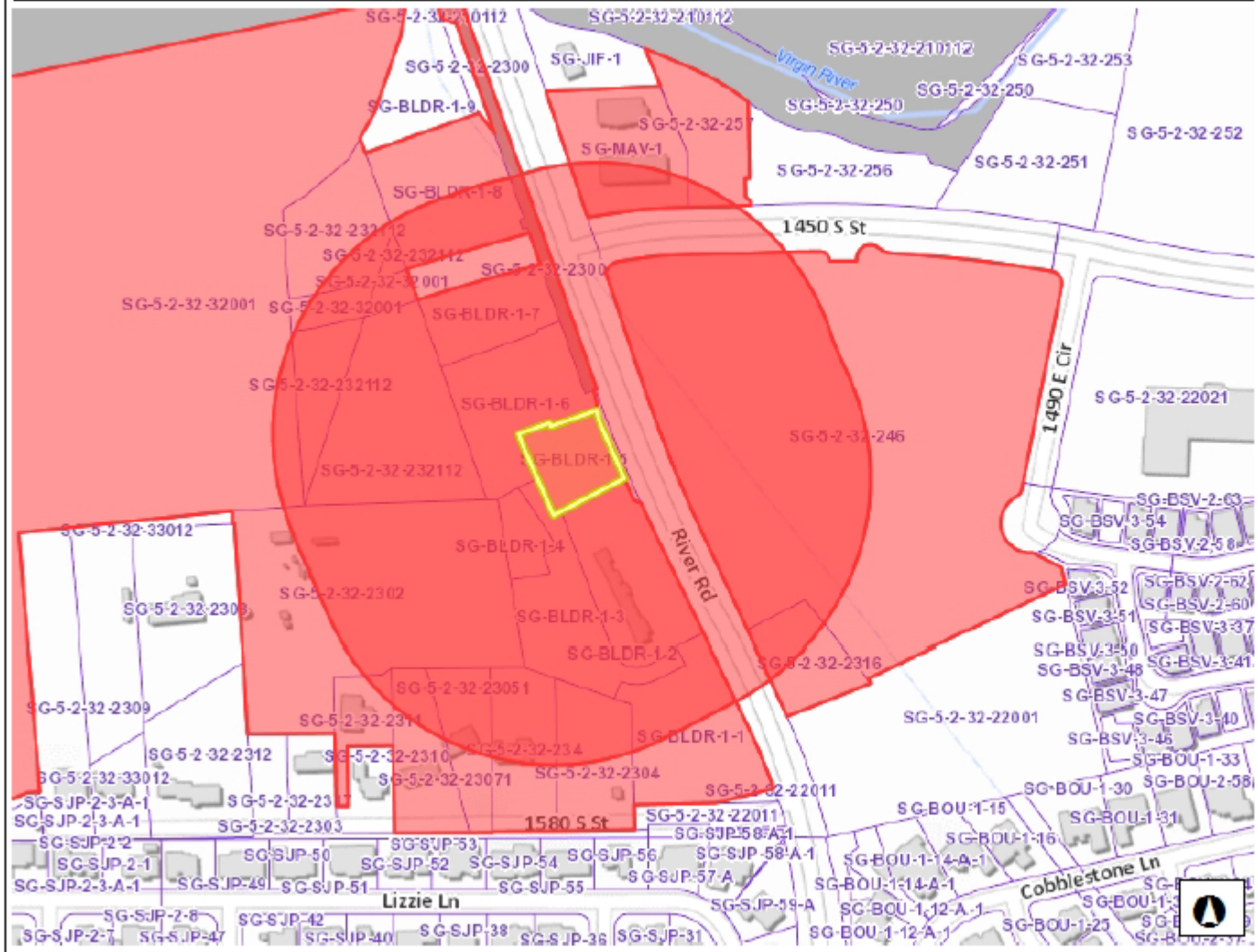
Non-Industrial Manufacturing (in shop)
Candy Shop

Medical, Dental, Counseling Services
Counseling Center (mental health, alcohol, drugs)
Laboratory, dental or medical
Medical / Dental office or clinic

Signs to follow Master Sign Plan for Boulder Creek Crossing


STUCCO
Sand Finishes
LOT 5
BOULDER CREEK
CROSSING
CONCRETE ROOF TILE
Flat Profile Raked Finish -Flat Roof Membrane Tan
LEDGE STONE

Boulder Creek Crossing Lot 5



Legend

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

Notes

Zone Change

752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 0.61 ACRES
(Boulder Creek Crossing Commercial Lot 5 – South River Road)

WHEREAS, the property owner has requested a zone change amendment to the existing PD-C (Planned Development Commercial) zone, on 0.61 acres, generally located on South River Road; and

WHEREAS, the City Council held a public hearing on this request on July 18, 2019; and

WHEREAS, the Planning Commission recommends approval of the requested zone change amendment, the approval of the conceptual layout, and the building design; and

WHEREAS, the City Council has determined that the requested change to the Zoning Map, the approval of the conceptual layout, and the building design, 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 amendment to the existing PD-C (Planned Development Commercial) zone, on 0.61 acres, to approve the conceptual layout, and the building design, and the zone change is more specifically described on the attached property legal description, incorporated herein as Exhibit A. No signage is approved with this Ordinance. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 18th day of July, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Zone Change – Boulder Creek Crossing, Lot 5 – May 2019

All of Lot 5, of Boulder Creek Crossing, Phase 1 Subdivision as recorded at the Washington County Recorder's Office, January 24, 2018, Document Number 20160036307.



May 14, 2019

DRAFT

Agenda Item Number : 10

Request For Council Action

Date Submitted	07/01/2019 11:04 AM
Proposed City Council Date	07/11/2019
Applicant	MRW Design Associates
Subject	Consider approval of an ordinance to amend the PD-C (Planned Development Commercial) zone for Paparazzi Warehouse #2 Re-Design on approximately 14.7 acres generally located south of 4771 South Desert Color Parkway and south of the 1st warehouse.
Background	Previously the City Council reviewed and approved warehouse #2 for Paparazzi on October 18, 2018. However, the applicant now wishes to return with a re-design of the building which includes the addition of a 3rd floor office area.
Proposed Resolution	Planning Commission recommends approval
Cost	$
Action Taken	
Requested by	John Willis
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: **06/11/2019**
CITY COUNCIL MEETING: **07/11/2019**

ZONE CHANGE: PUBLIC HEARING
Paparazzi – Warehouse 2 – RE-DESIGN
Case No. 2019-ZCA-023

Background: Previously the City Council saw and approved warehouse #2 for Paparazzi (*Case No. 2018-ZCA-039 which was approved on October 18, 2018*). However, the applicant now wishes to return with a re-design of the building which includes the addition of a 3rd floor office area (*to the original warehouse building*).

Narrative: See attached narrative by MRW.

Request: Consider a zone change amendment to the PD-C (Planned Development Commercial) zone on Parcel 4.5 of the Atkinville Master Plan to develop "**Paparazzi Warehouse #2 – Re-Design**" for warehousing shipments of jewelry.

Project: This new facility will house all receiving of shipments for the business – it will be Phase 2 of the overall project.

Note: After Phase 2 is completed, the applicant intends to return to the City and submit a Phase 3 of this project which will be an office building with a parking structure. However, Phase 3 is not being considered with this zone change amendment (*it will require another future application*).

Owner: Clyde Properties

Representative: MRW Design Associates.

Background: This is a request to review the proposed site plan / landscape plan, elevations, renderings, colors, and materials for one (1) proposed warehouse building (*revised*) on Parcel 4.5 of the Atkinville Master Plan.

Total Area: 25.8 acres (1,122,653 sq. ft.)

Phase 2 Area: Approx. 14.7 acres (639,606 sq. ft.).

Property: This property is located south of 4771 South Astragalus Drive south of the 1st warehouse.

Height: This building was originally approved as a 40 ft. high building, but with the re-design it is now **53 ft**.

Building: Phase 2 will primarily be a concrete tilt wall building. The building footprint will still be approx. 164,940 sq. ft. (26% of site), but an additional 70,000 sq. ft. will be added for a 3rd floor office area. The warehouse building will house office space, public space for visitors, a large break room for employees, repackaging and shipping working lines, and warehouse space. The 3rd level will house professional offices.

Note: The 3rd floor addition will have back-lit lighting behind the window screens shown in the rendering (*see rendering & applicant will discuss it at the PC meeting*)

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

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

Per the conceptual site plan the setbacks will be:

(East) = Approx. 113 ft. to 224.59 ft. (South) = 76.50 ft.
(West) = 269.44 ft. (North) = 82.35 ft.

Parking:

Original Proposal

Warehouse (Phase 2) =	149,300 sq. ft. / 1,000 = 150 spaces
Office =	31,000 sq. ft. / 250 = 124 spaces
Total spaces required =	274 spaces
Proposed =	380 spaces

Re-Design Proposal

Add 70,000 sq. ft. office =	70,000 sq. ft. / 250 = 280 spaces
Total re-design spaces required =	554 spaces
Total Proposed =	567

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 appears to meet and exceed the requirements and staff will verify this during the SPR process.

The applicant proposes 186,351 sq. ft of landscape / common area and is 29% of Phase 2 site.

Colors & Materials: See materials board, photo exhibit in staff report, and rendering

Staff Comments: This zone change amendment is to amend the PD-C (Planned Development Commercial) zone on approximately 14.7 acres to develop Paparazzi Warehouse #2 with one (1) new warehouse building with an associated office area (originally seen by council) and a re-designed area that adds a 3rd floor level office area of approx. 70,000 sq. ft. The review will include the site plan, site access, landscaping, parking, elevations, design, and materials.

PC: The Planning Commission recommends approval with the suggested conditions and comments:

1. Zoning - Approve the PD-C zone change amendment Re-Design on approx. 14.7 acres.

2. Uses – This use is in harmony with the Atkinville Master Plan.

3. Site Plan – The conceptual layout(s) as presented is recommended for approval.

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 in compliance with the Landscape Ordinance (10-25).

7. Lighting - Provide a photometric plan with the submittal of the SPR and demonstrate that lighting will not exceed 1 ft candle at property line(s) 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 amendment, 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. Height – The Re-Design changes the height to **53 ft**.

Narrative

MRW DESIGN ASSOCIATES INCORPORATED

251 W. HILTON DR. SUITE 202 ST. GEORGE UTAH 84770
(435) 628-2377 ph. (435) 673-3580 fax

May 14, 2019

City of St. George Zoning Department

Subject: **Warehouse #2 Re-Design for Paparazzi**
Located off Astragalus Dr., adjacent to the Southern Parkway
St. George City, Utah

ZONE CHANGE AMENDMENT PROJECT DESCRIPTION:

Paparazzi is a jewelry company which just completed their first warehouse directly adjacent to the north of this proposed project. Due to the growth of the business a larger facility is needed. The primary use for the new facility is to receive shipments of jewelry which is manufactured off site, warehouse those shipments, then eventually repackage and ship the jewelry to fulfil orders by their individual clients.

This Zone Change Amendment (ZCA) application is the second for this project. The owners decided additional office area is needed due to company growth – the first ZCA was approved by the Planning Commission and the City Council. The change from the first approved design is the addition of a partial third floor above the warehouse floor. This third floor is about ½ the size of the building footprint at 70,000 sq. ft. for office space.

The new facility will house all receiving of shipments of the business – it will be Phase 2 of the overall project. Phase 2 will be a primarily concrete tilt wall building with a footprint of approximately 160,000 sq. ft. It will house office space, public space for visitors, large break rooms for employees, repackaging and shipping working lines and warehouse space.

Upon completion of Phase 2, Phase 3 will commence. It is planned to be an office building and parking structure. Phase 3 is not considered part of this Zone Change Amendment and will require another application.

For coverage areas of building, paving and landscape, including the proposed height of the building, please see site plan submitted with this letter.

Thank you for working with us to get this project moving forward.

Jeff J. Mathis
Architect
MRW Design Associates

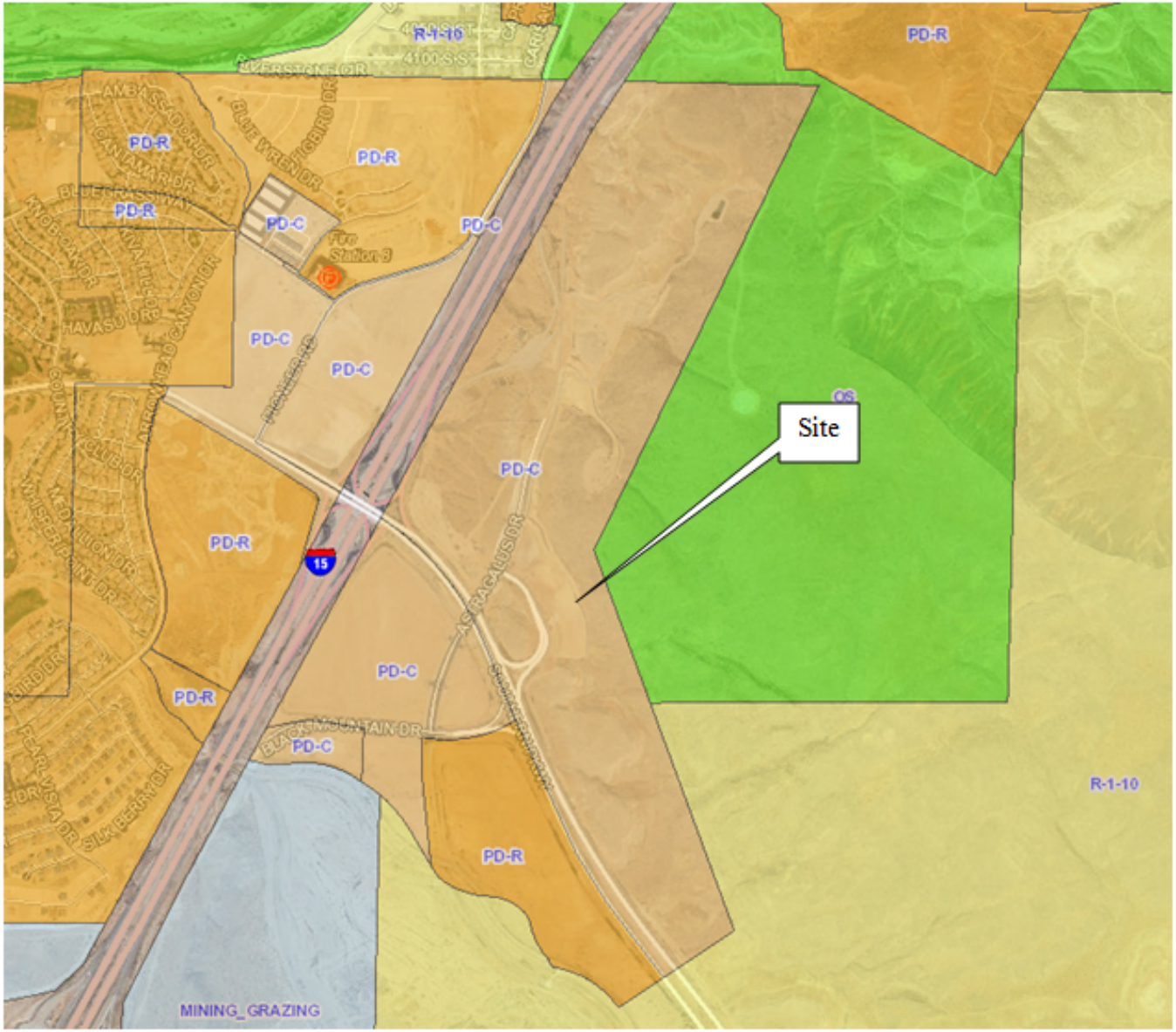
CC
2019-ZCA-023

Paparazzi Warehouse #2
Re-Design

Vicinity – Aerial

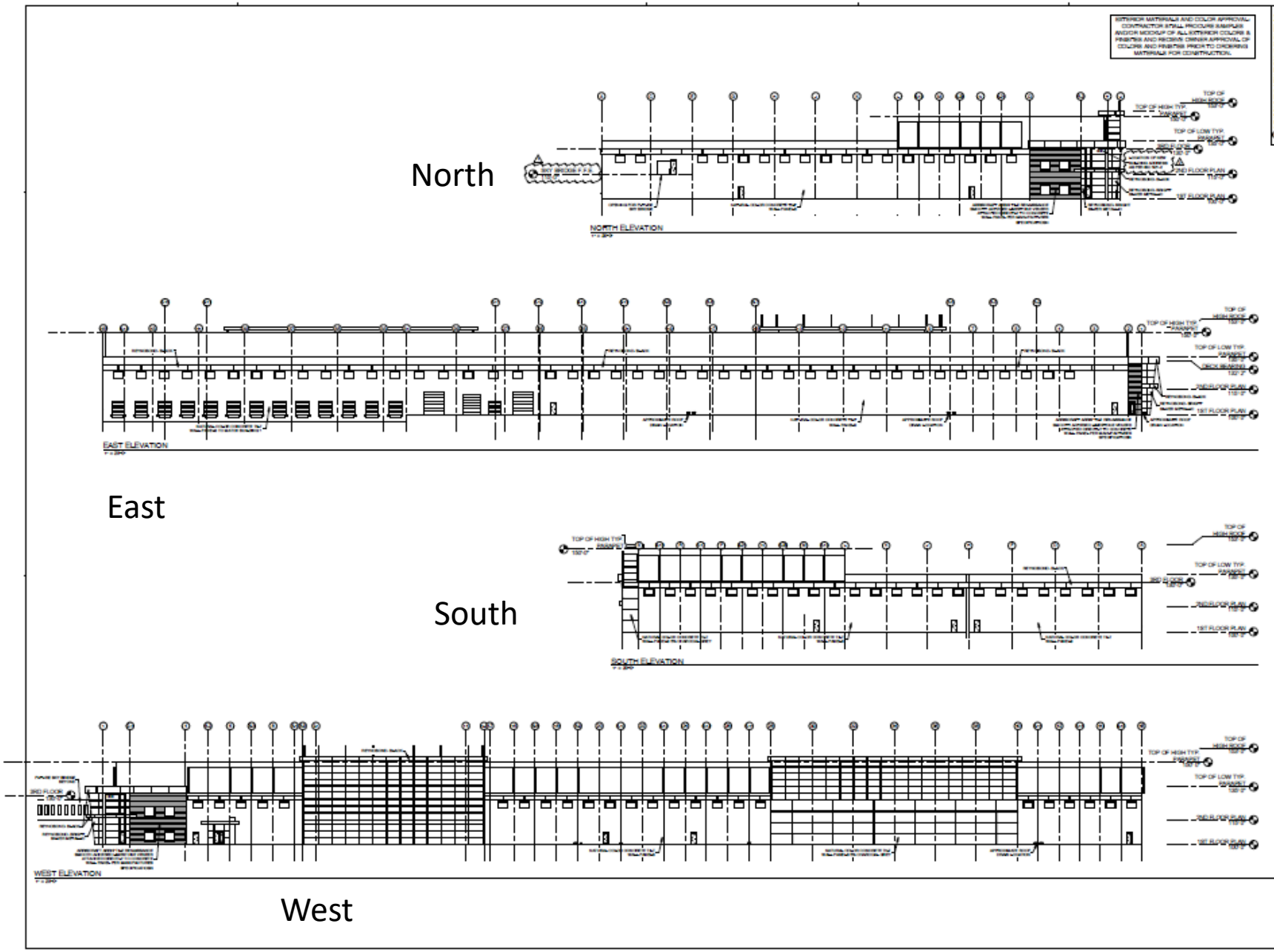


Vicinity Zoning

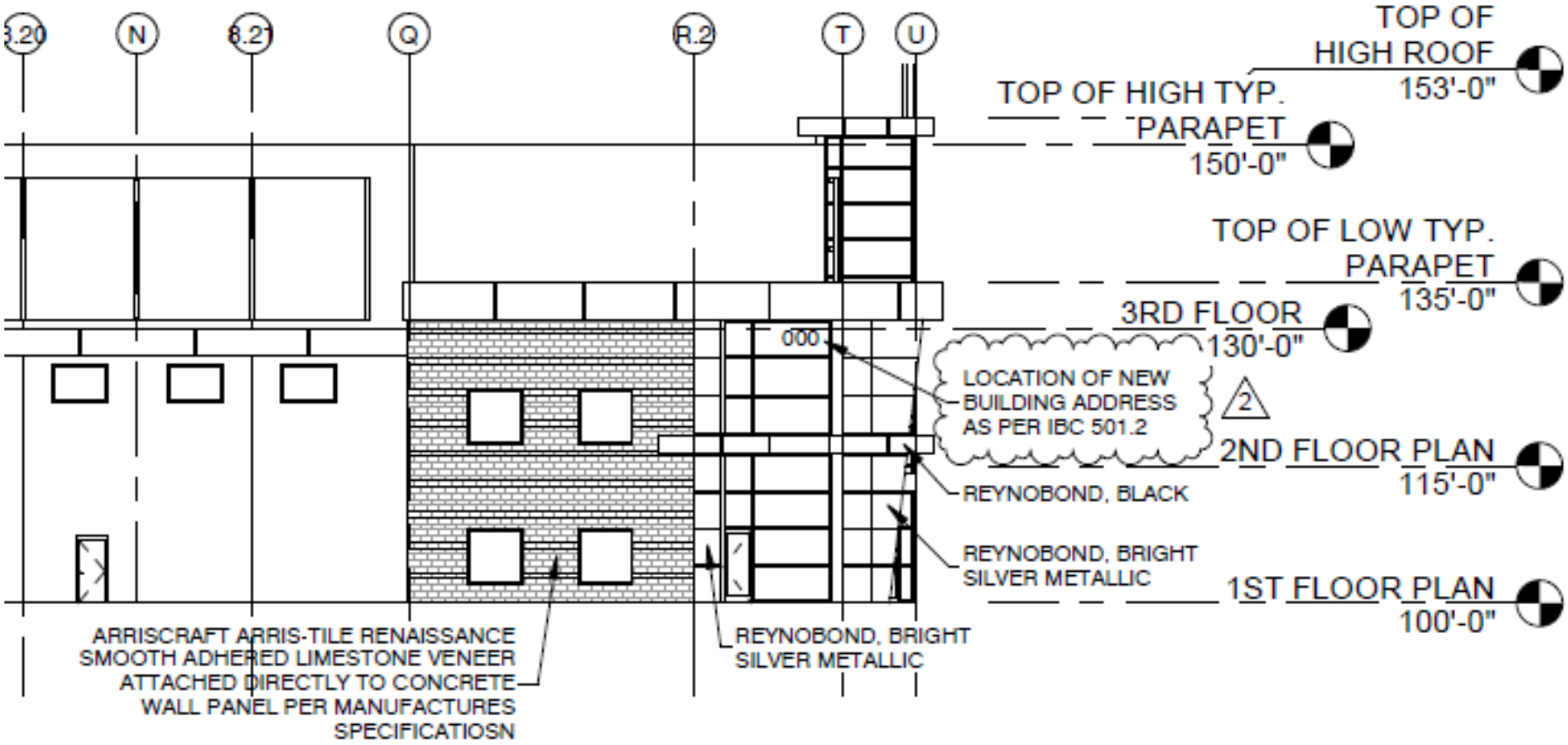


General Plan




EXTERIOR MATERIALS AND COLOR APPROVAL
North
NORTH ELEVATION
East
EAST ELEVATION
South
SOUTH ELEVATION
West
WEST ELEVATION
DESIGN ASSOCIATES INC
BUILDING ELEVATIONS
NEW PAPARAZZI FACILITY
A4.1

North – Close-up



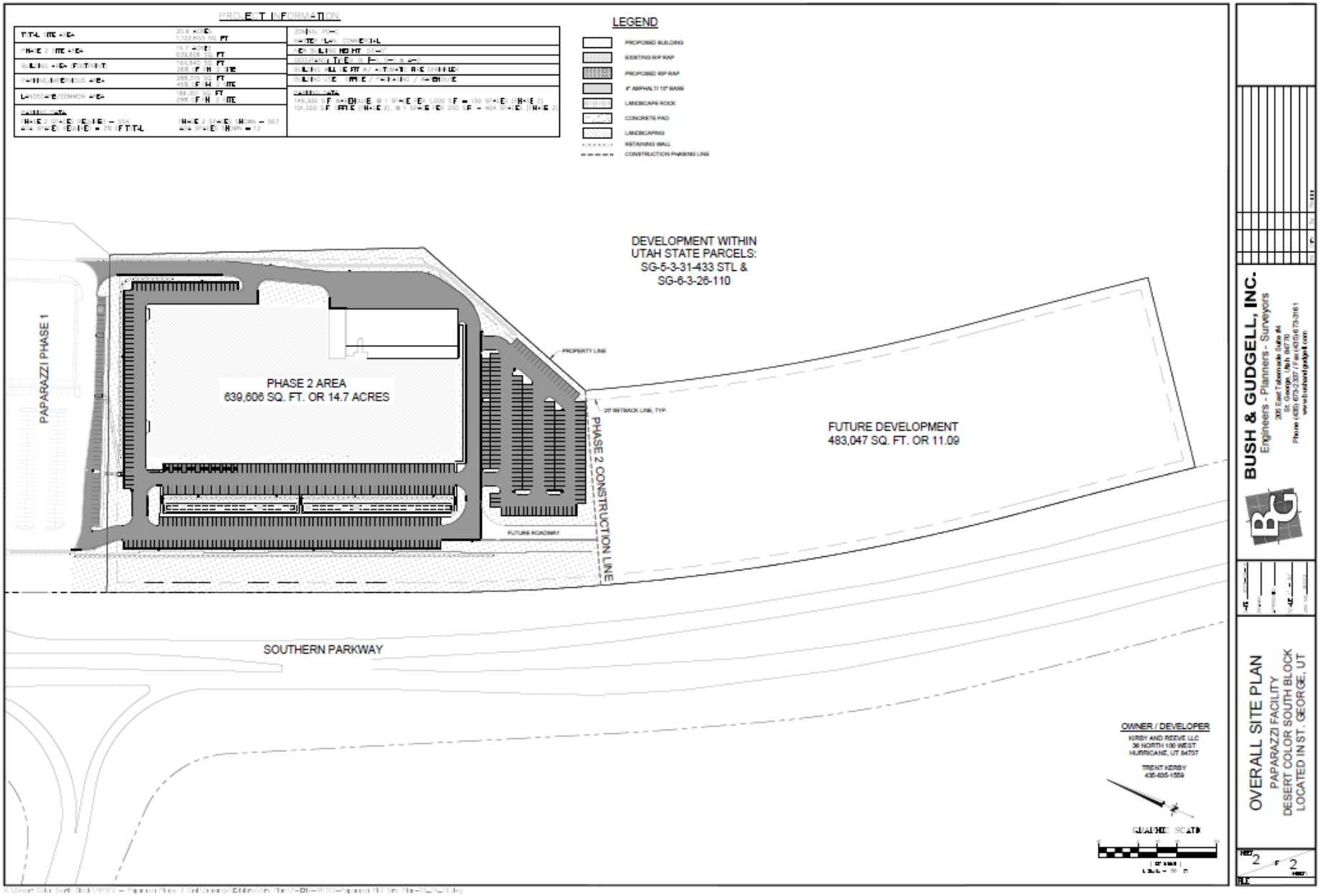




MRW DESIGN ASSOCIATES INC.

paparazzi



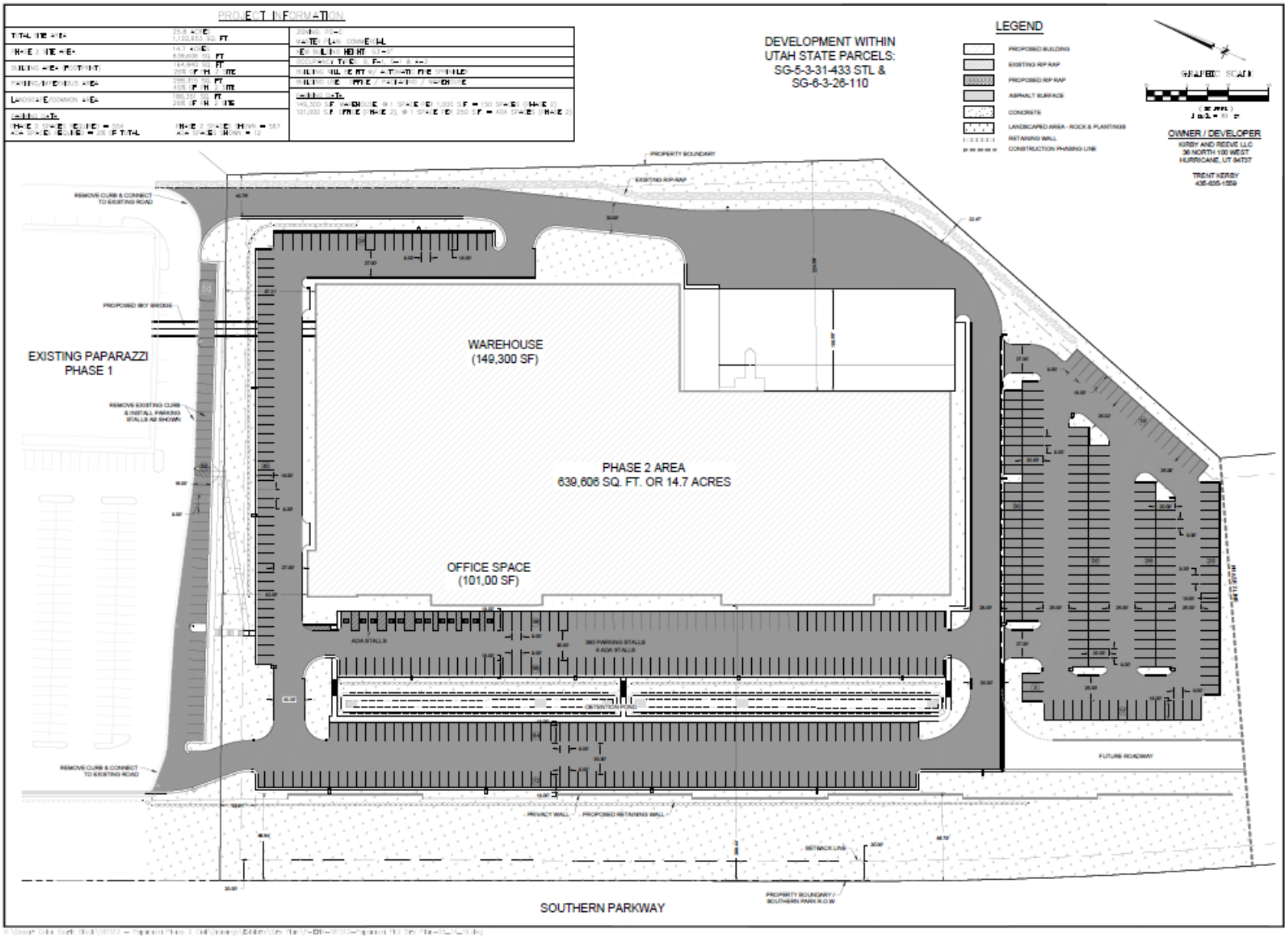


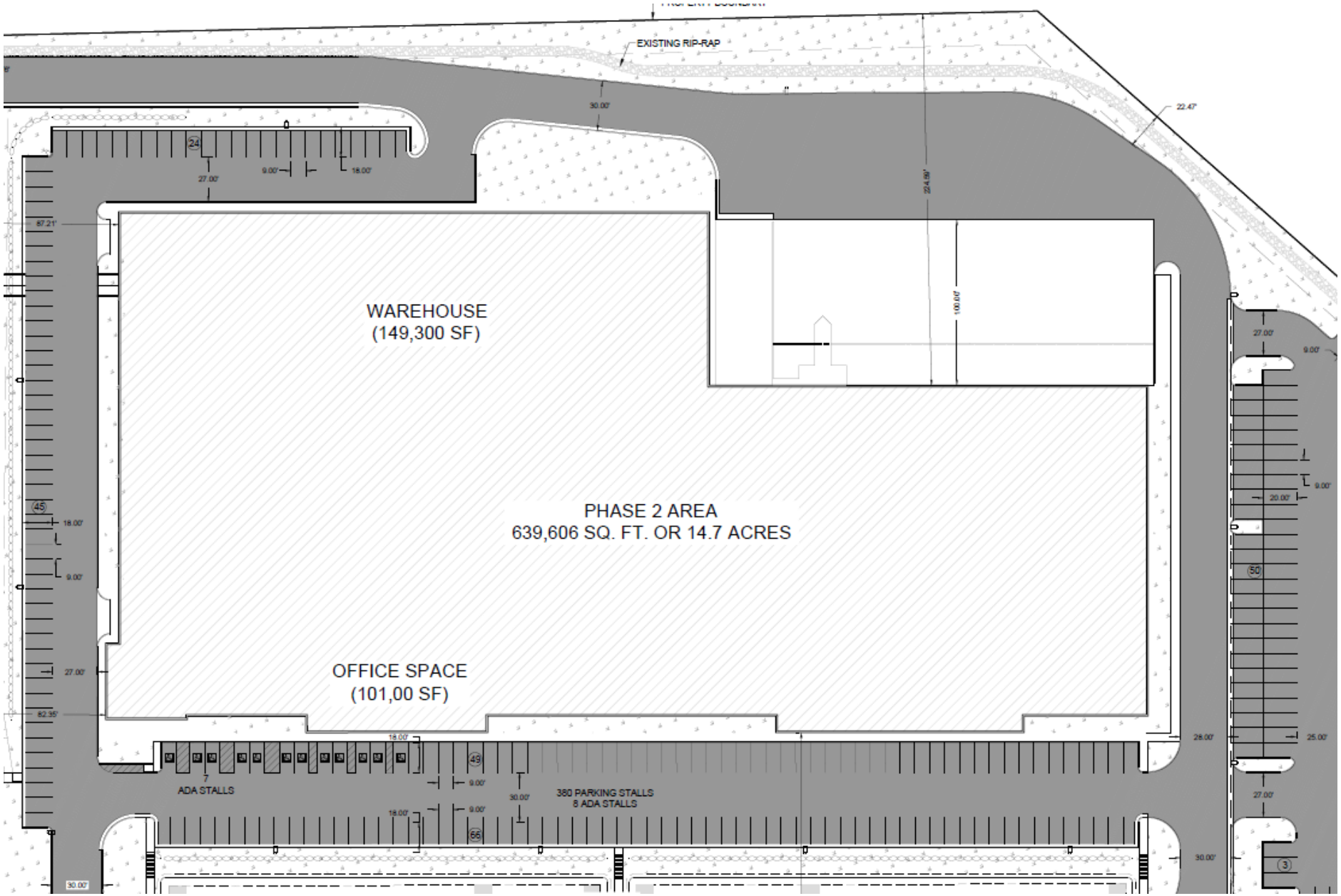
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

OVERALL SITE PLAN

PAPARAZZI FACILITY
DESERT COLOR SOUTH BLOCK
LOCATED IN ST. GEORGE, UT

SHEET 2 OF 2 SHEETS

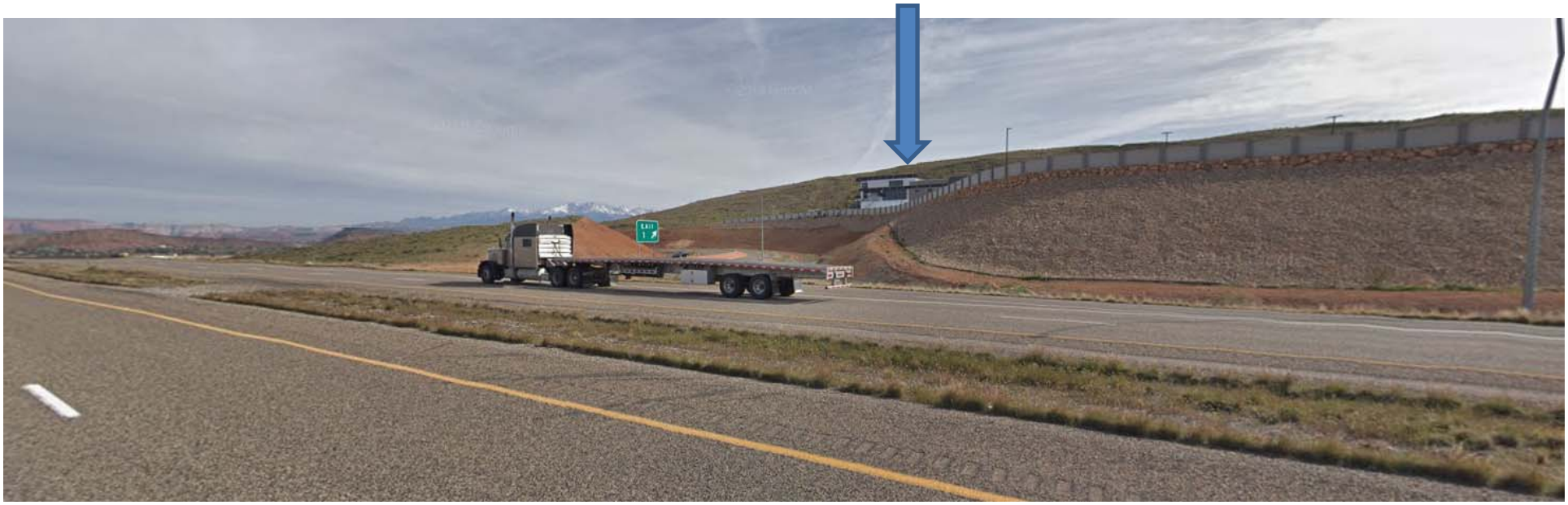

PROJECT INFORMATION
DEVELOPMENT WITHIN
UTAH STATE PARCELS:
SG-5-3-31-433 STL &
SG-6-3-26-110
LEGEND
PROPOSED BUILDING
EXISTING RIP RAP
PROPOSED RIP RAP
ASPHALT SURFACE
CONCRETE
LANDSCAPED AREA - ROCK & PLANTINGS
RETAINING WALL
CONSTRUCTION PHASING LINE
GRAPHIC SCALE
OWNER / DEVELOPER
KIRBY AND REEVE LLC
36 NORTH 100 WEST
HURRICANE, UT 84737
TRENT KIRBY
435-635-1559
PROPERTY BOUNDARY
EXISTING RIP RAP
REMOVE CURB & CONNECT TO EXISTING ROAD
PROPOSED SKY BRIDGE
EXISTING PAPARAZZI
PHASE 1
REMOVE EXISTING CURB & INSTALL PARKING STALLS AS SHOWN
WAREHOUSE
(149,300 SF)
PHASE 2 AREA
639,606 SQ. FT. OR 14.7 ACRES
OFFICE SPACE
(101,00 SF)
ADA STALLS
380 PARKING STALLS
8 ADA STALLS
DETENTION POND
FUTURE ROADWAY
REMOVE CURB & CONNECT TO EXISTING ROAD
PRIVACY WALL
PROPOSED RETAINING WALL
30' SETBACK LINE
PROPERTY BOUNDARY / SOUTHERN PARKWAY R.O.W.
SOUTHERN PARKWAY
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
SITE PLAN
PAPARAZZI FACILITY
DESERT COLOR SOUTH BLOCK
LOCATED IN ST. GEORGE, UT


EXISTING RIP-RAP
WAREHOUSE
(149,300 SF)
PHASE 2 AREA
639,606 SQ. FT. OR 14.7 ACRES
OFFICE SPACE
(101,00 SF)
7
ADA STALLS
380 PARKING STALLS
8 ADA STALLS
30.00'
22.47'
224.99'
100.00'
87.21'
82.35'
27.00'
9.00'
18.00'
20.00'
28.00'
25.00'



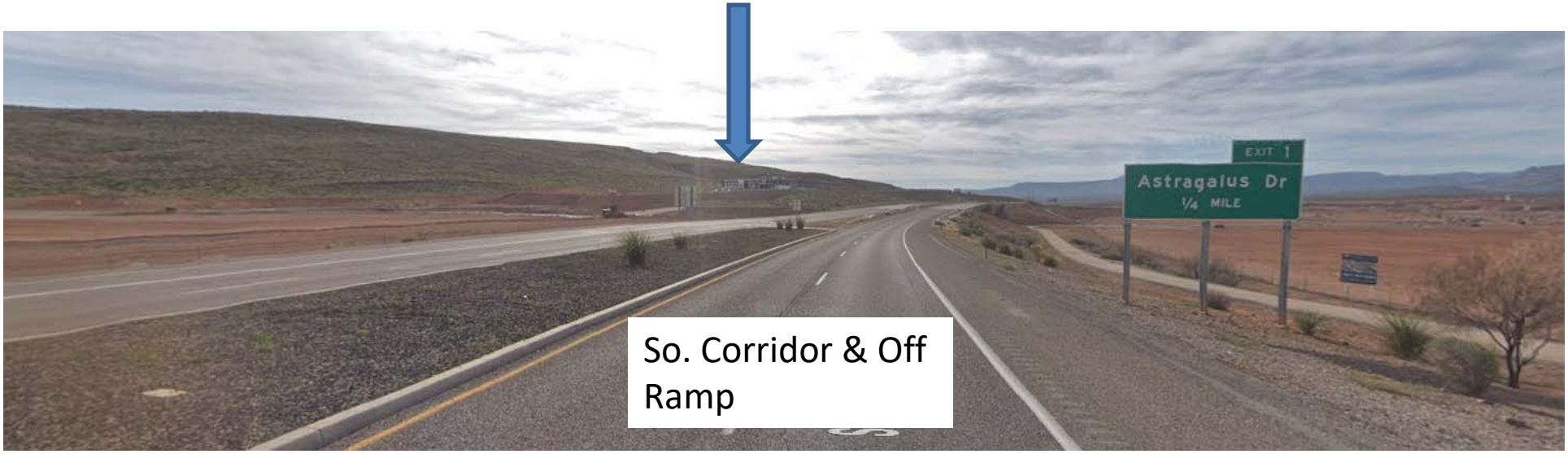

EXIT
1

On Southern Corridor heading to I-15 Fwy





Leaving Sun River Parkway



So. Corridor & Off Ramp


Off Ramp

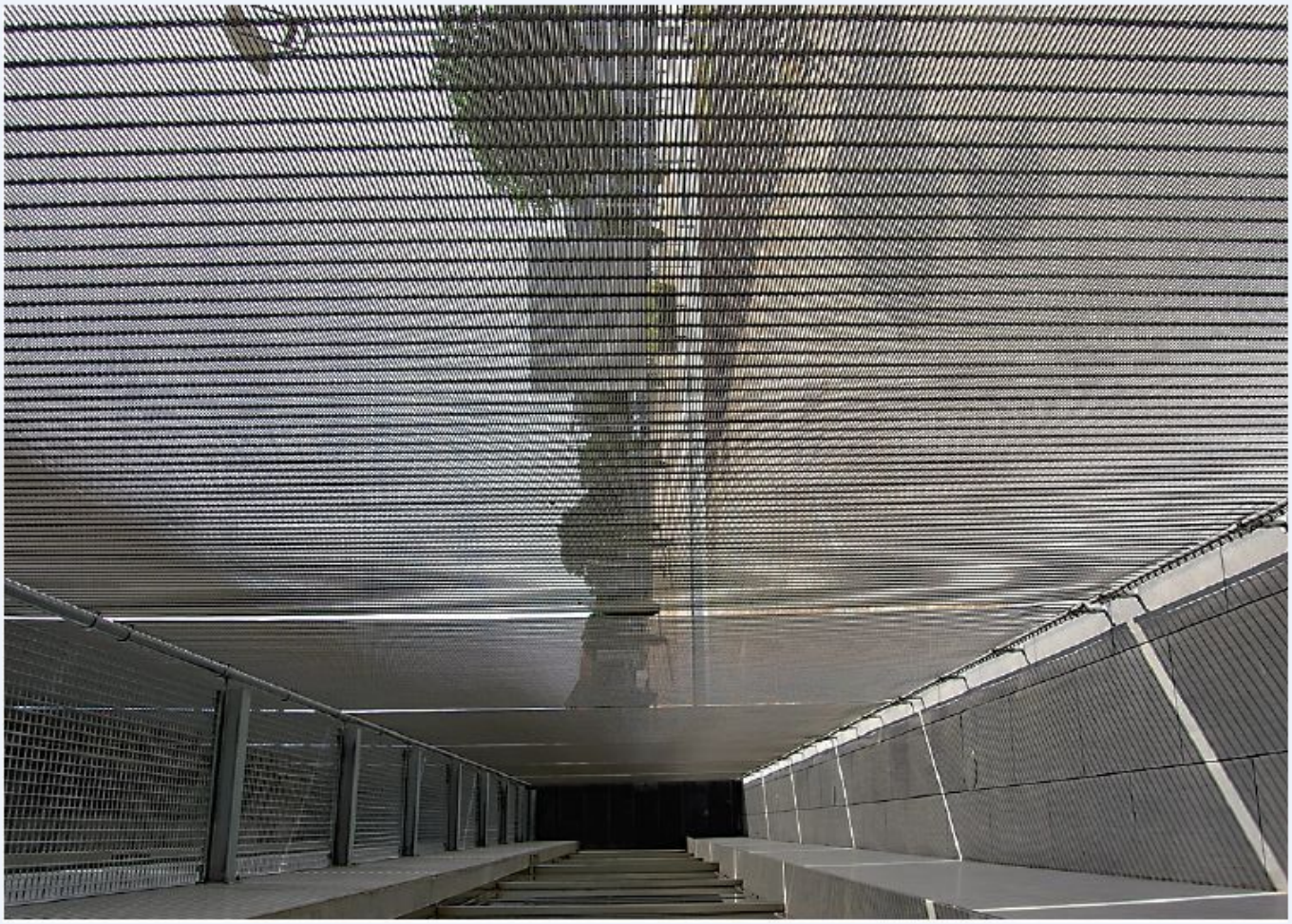

I-15 Fwy
Veterans Memorial Hwy


©2019 Google
St.George
Memorial Hwy


Kenworth
©2019 Google

Façade Examples

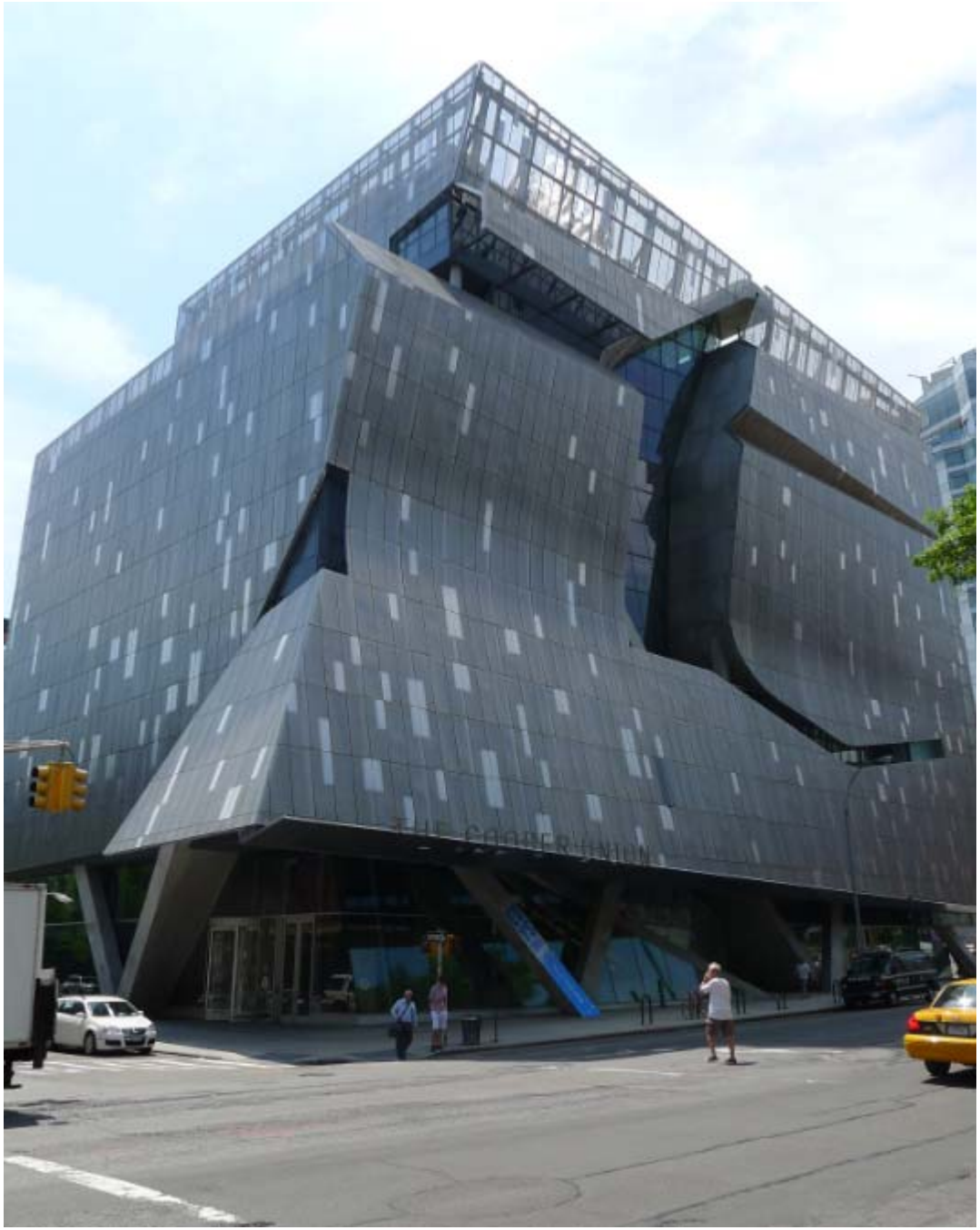


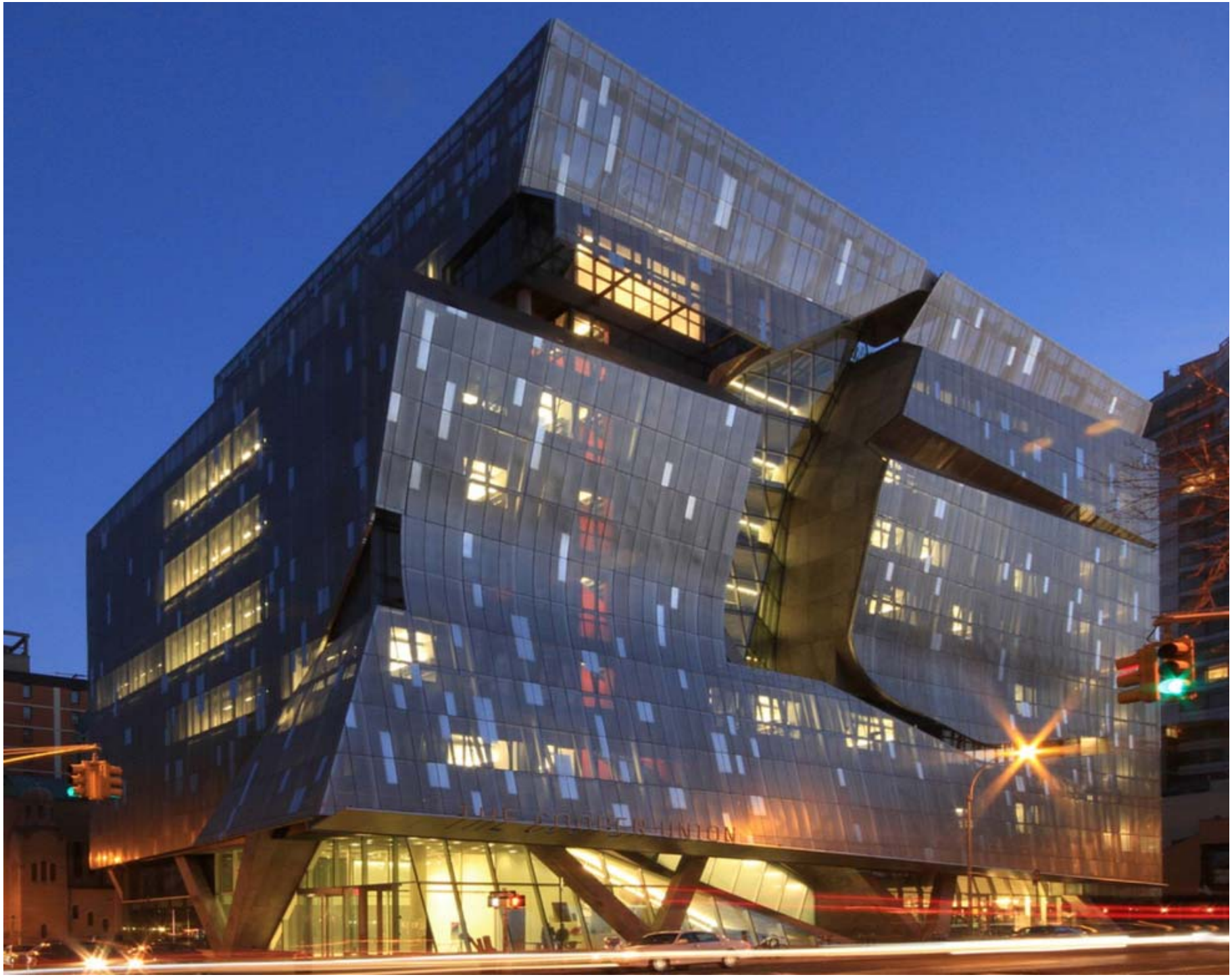














ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE, ON PARCEL 4.5 OF THE ATKINVILLE MASTER PLAN, TO DEVELOP THE REVISED PAPARAZZI WAREHOUSE NO. 2 ON APPROXIMATELY 14.7 ACRES

(Paparazzi Phase 2 – Southern Parkway and Desert Color Parkway)

WHEREAS, the property owner has requested a zone change amendment on approximately 14.7 acres in the PD-C (Planned Development Commercial) zone, to develop the revised Paparazzi Warehouse No. 2; and

WHEREAS, the City Council held a public hearing on this request on July 11, 2019; and

WHEREAS, the Planning Commission held a public hearing on June 11, 2019; 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 amendment in the PD-C (Planned Development Commercial) zone, on approximately 14.7 acres, generally located at Southern Parkway and Desert Color Parkway, south of the Paparazzi Warehouse No. 1, and more specifically described on the attached property legal description, 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 upon execution below, and posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 18th day of July, 2019.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
Salt Lake City - St. George
www.bushandgudgell.com

EXHIBIT A

PHASE 2 LEGAL DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 89°03'28" WEST ALONG THE SECTION LINE 692.61 FEET AND NORTH (TRUE BEARING) 215.70 FEET, FROM THE SOUTH QUARTER CORNER OF SECTION 24, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 24°56'06" EAST 641.50 FEET; THENCE SOUTH 17°55'01" WEST 440.47 FEET; THENCE SOUTHEASTERLY ALONG A 4370.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 33°26'16" EAST A DISTANCE OF 805.97 FEET, CENTER POINT LIES NORTH 61°51'12" EAST), THROUGH A CENTRAL ANGLE OF 10°34'56" A DISTANCE OF 807.12 FEET; THENCE SOUTH 38°43'44" EAST 58.48 FEET; THENCE SOUTHEASTERLY ALONG A 15550.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 38°09'34" EAST A DISTANCE OF 309.05 FEET, CENTER POINT LIES SOUTH 51°16'16" WEST), THROUGH A CENTRAL ANGLE OF 01°08'19" A DISTANCE OF 309.06 FEET; THENCE SOUTH 52°24'35" WEST 400.00 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHERN PARKWAY, ON FILE IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, WASHINGTON COUNTY, UTAH, AND RUNNING ALONG SAID RIGHT-OF-WAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) NORTHWESTERLY ALONG A 15150.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 38°09'34" WEST A DISTANCE OF 301.10 FEET, CENTER POINT LIES SOUTH 52°24'36" WEST), THROUGH A CENTRAL ANGLE OF 01°08'19" A DISTANCE OF 301.11 FEET, 2) NORTH 38°43'44" WEST 58.48 FEET, 3) NORTHWESTERLY ALONG A 4770.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 31°08'37" WEST A DISTANCE OF 1259.30 FEET, CENTER POINT LIES NORTH 51°16'16" EAST), THROUGH A CENTRAL ANGLE OF 15°10'14" A DISTANCE OF 1262.98 FEET, 4) NORTH 23°33'44" WEST 456.30 FEET AND 5) NORTH 23°33'30" WEST 171.98 FEET; THENCE NORTH 66°59'01" EAST 690.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,122,653 SQUARE FEET OR 25.77 ACRES.

DRAFT

Agenda Item Number : 11

Request For Council Action

Date Submitted	07/02/2019 12:04 PM
Proposed City Council Date	07/11/2019
Applicant	Stephen Sheffield
Subject	Consider approval of a request for a Hillside Development Permit to allow the installation of a pool in the rear yard of Lot 604 in the Stone Cliff subdivision.
Background	The applicant seeks a Hillside Development Permit to be able to build a pool within the 75-foot no build area on the plat. The Hillside Review Board observed there were no significant rock outcroppings on this lot. The area is zoned PD-R (Planned Development Residential).
Proposed Resolution	The Planning Commission recommended approval.
Cost	$n/a
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketsheffieldpool070219120419.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

Hillside Permit

HILLSIDE REVIEW BOARD AGENDA REPORT: **06/19/2019**
PLANNING COMMISSION MEETING: **06/25/2019**
CITY COUNCIL MEETING: **07/11/2019**

HILLSIDE DEVELOPMENT PERMIT
Swimming Pool – Stone Cliff Phase 6 – Lot 604
Case No. 2019-HS-006

Request: A request for a Hillside Development Permit to allow installation of a pool in the rear yard of Lot 604 in the Stone Cliff subdivision.

Owner: Stephen Sheffield

Engineer: L.R. Pope Engineering

APN: SG-SCF-6-604

Location: Lot 604 Stone Cliff; 1740 S View Point.

Acreage: 1.06 acres

Zone: PD-R (Planned Development Residential)

Adjacent zones: PD-R

Powers & Duties: Section 10-13A-12.B.1 of the "Hillside Review Board Powers and Duties" states that the hillside board can make recommendations for approval, conditional approval, and denial to the Planning Commission (PC) and City Council (CC).

Permit required: Section 10-13A-6:A requires that all major development (i.e., cut greater than 4', etc.) on slopes above 20% requires a 'hillside development permit' granted by the City Council upon recommendation from the Hillside Review Board and the Planning Commission.

Applicable Ordinance(s):
(Selected portions)

10-13A-1: Purpose
The city finds that the health, safety and the general public welfare of the residents of the city will be promoted by establishing standards for the development and excavation of hillside and slope areas located in the city so as to minimize soil and slope instability and erosion, to minimize the adverse effects of grading, cut and fill operations, to preserve the character of the city's hillsides,

and to otherwise supplement and amplify the city subdivision and zoning ordinances. The provisions herein are designated to accomplish the following:

A. Prohibit development of uses which would likely result in a hazardous situation due to slope instability, rock falls or excessive soil erosion.

B. Provide for safe vehicular circulation and access.

C. Encourage the location, design and development of building sites in a manner that will minimize the scarring and erosion effects of cutting, filling and grading of hillsides.

Percent Natural Slope	Dwelling Units (DU) / Acre
0-19	See underlying zone
20-29	2 DU/acre, provided the units are clustered on 30 percent (30%) or less of the land area within this slope category. 70 percent of this slope category shall remain undisturbed. The 70 percent area is based upon the overall area/development rather than per lot. Also see subsections A1, A2, and A3 of this section.
30-39	1 DU/10 acres, provided no more than 5 percent (5%) of the site is disturbed, and 95 percent of the site remains undisturbed. If the cumulative area is at least 1 acre but less than 10 acres, the cumulative area shall be allowed 1 DU.
40	Development is not permitted (0%), **except** as provided for in subsection A4 of this section.

D. Encourage preservation of open space by encouraging clusters or other design techniques to preserve the natural terrain.

E. Where hillside excavation does occur, require that buildings be located in the cut area to minimize the visual effects of scarring. (1998 Document § 10A-1)

Section 10-13A-4: Density and Disturbance Standards

A. Schedule: In furtherance of the purposes set forth above, density and site disturbance within the hillside development overlay zone shall comply with the following schedule. Any portion of a development parcel having a slope greater than forty percent (40%) shall not be included in the calculation of the area of such parcel for the purposes of determining conformity with the density requirements below:

A.4. The city council, after considering the recommendation from the hillside review board, and from the planning commission may approve the removal of small hills which contain slopes forty percent (40%) or greater subject to determining the application conforms to all of the following requirements:

a. The hill is not contiguous to nor part of a major hillside formation, and
b. The removal of such landform will not create a negative aesthetic impact in the opinion of the city council, and
c. The land area is zoned for residential, commercial, or industrial development. (Ord. 2013-01-001, 1-3-2013)

Section 10-13A-5: Slope and Slope Areas Determined

B. Procedure: The location of the natural twenty percent (20%), thirty percent (30%) and forty percent (40%) slopes for the purposes of this article shall be determined using the following procedure: (Ord. 2005-07-007, 7-21-2005)

3. Determination of Slope Areas for Density Calculations: Using the contour maps, slopes shall be calculated in intervals no greater than forty feet (40') along profile lines. Points identified as slopes of twenty percent (20%), thirty percent (30%), and forty percent (40%) shall be located on the contour map and connected by a continuous line. That area bounded by said lines and intersecting property lines shall be used for determining dwelling unit density. Small washes or rock outcrops which have slopes distinctly different from surrounding property and not part of the contiguous topography may be excluded from slope determination if, in the opinion of the hillside review board, the exclusion of such small areas from slope determination will not be contrary to the overall purpose of this article. For the purpose of determining developable areas and allowable densities, previously disturbed hillside areas shall be considered on a pre-disturbance natural slope basis, where feasible, as proposed by the applicant's engineer and approved by the hillside review board. Where a property owner restores a previously disturbed area to a natural or near natural condition, the area may be included within a required no disturbance area. (Ord. 2005-07-007, 7-21-2005)

Staff Comments: Staff generally supports the project if the plat is amended by revising a note which will state that Lot 604 (only) may have the pool constructed in the area requested and reduce the 75 ft. no build no access area to allow said construction. It has been observed that there is no significant rock outcropping on this lot. The 75 ft. area note may have been originally added to the plat because it is a double fronting lot and it may have been added specifically to not allow vehicle access on the rear of the property. A letter from the HOA should be required in support of allowing this pool in the area requested.

HSRB Motion: The Hillside Review Board recommends approval of this project to install a pool in the rear yard of Lot 604 in the Stone Cliff Phase 6 subdivision as presented subject to the following conditions and comments:

1. Add Note to Plat - A building permit shall not be approved until the "Stone Cliff – Phase 6" subdivision plat is amended by adding a note which states Lot 604 (*only*) may have the pool constructed in the area requested and reduce the 75 ft. no build no access to accommodate said construction.

2. HOA Approval – A building permit shall not be approved until a letter in support is received from the HOA for the "Stone Cliff – Phase 6" Lot 604 pool project.

3. Retaining Wall – Material - Only stone cliff boulders shall be installed for the retaining wall for the pool which will match those used in the immediate area.

4. Ordinance - The hillside board finds the area may be disturbed because it is insignificant and is not contiguous (per Section 10-13A-5).

5. Pool Fencing – In compliance with required the Building and Fire Codes, a protective fence shall be installed to in-close the pool yard. Note that a 6 ft. fence is required, however consideration may be given for a shorter stucco coated solid wall on the north side when placed in combination with the rock retaining wall.

6. Construction Fencing - The applicant shall provide construction fencing to protect the limits of disturbance.

PC: The Planning Commission recommends approval with the recommended conditions.

Vicinity Map



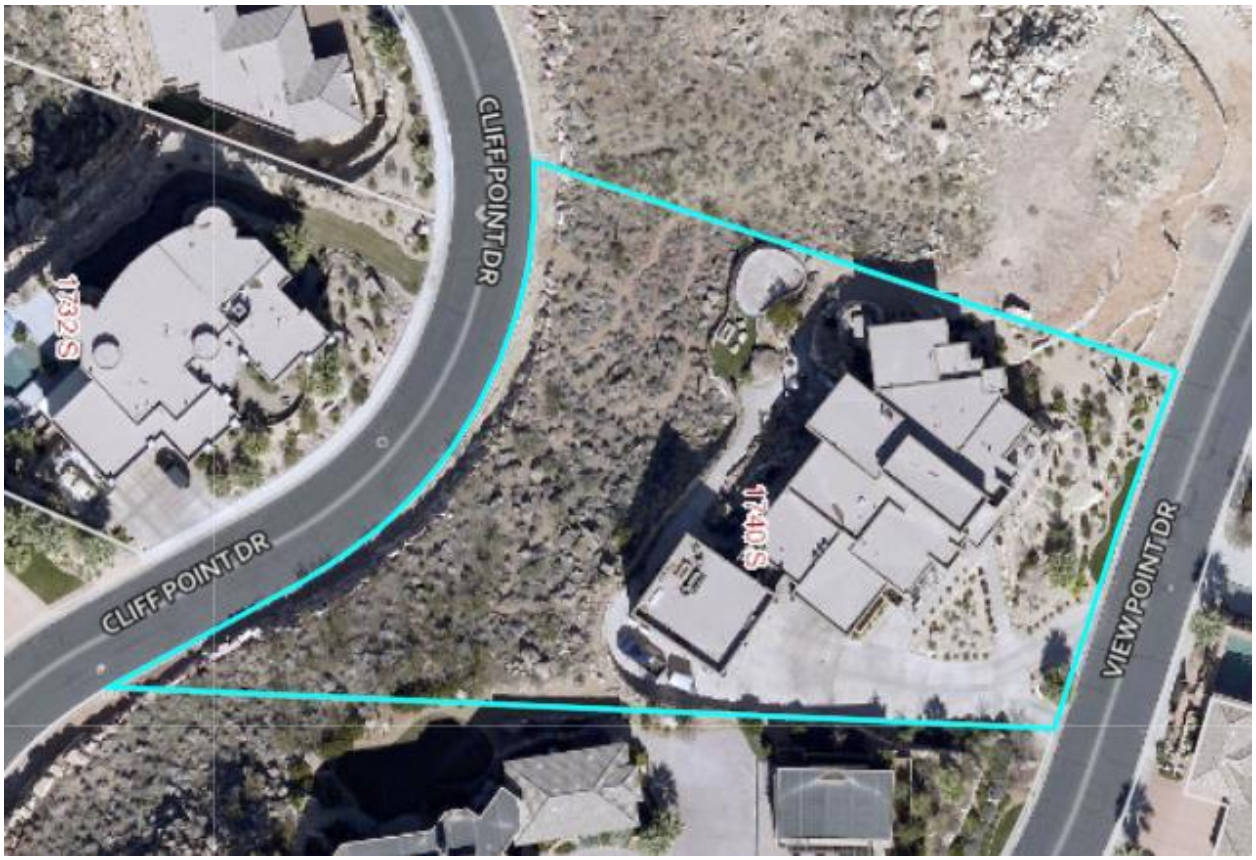
General Plan = LDR



Zoning = PD-R



Site – Lot 604



Site – Close-Up - Lot 604



Street Views

Front of Home





Street Behind





Back of Lot 604







View looking down to street from behind Lot 604



Email 5/31/2019

Stone Cliff Phase 6 lot 604

1 message

Wesley Jenkins <wes.jenkins@sgcity.org> Fri, May 31, 2019 at 2:37 PM
To: Stephen Sheffield <snsheffield@gmail.com>
Cc: Todd Jacobsen <todd.jacobsen@sgcity.org>, Raymond Snyder <ray.snyder@sgcity.org>, Brett Bingham <brett.bingham@sgcity.org>, John Willis <john.willis@sgcity.org>

Stephen:

As promised I met with Jay Sandberg and Paula Houston on another project and then we discussed your request to construct a swim pool on the west side of the existing home on lot 604. Paula indicated that the plat would have to be amended for the 75-foot "no build, no access" note on the final plat and approved by city council. I am not sure if the proposal should be to completely eliminate the note or just reduce the distance from Cliff Point Drive for the "no build" area. This is something as staff we will have to discuss internally. The amendment of the final plat will be to just amend the note, not the entire plat. You will need to fill out an application to amend this note. Please get with the city surveyor Todd Jacobsen to submit an application to the city to amend the final plat.

However, before the note can be amended since this was approved by hillside committee, the request to amend the note needs to go back to the hillside committee before this request can be heard by planning commission and city council. We have a hillside meeting scheduled for June 19th. Normally we require requests for the hillside committee to be submitted at least three weeks before the monthly meeting on the 3rd Wednesday of every month. However, if you can submit an application to the city by next Wednesday with a site drawing showing the layout of the pool and the rock retaining wall and how far this will be setback from Cliff View Drive, we will put you on for the June 19th hillside meeting. If approved by the hillside committee, this will then put this item on the planning commission agenda for June 25th and city council for July 6th.

I know you are not going to be happy about this but this is the best I can do. Legal felt that without going back to hillside committee for their recommendation we would not be following the process. Please submit an application and site drawing as soon as possible for the hillside committee meeting. Thanks.

PSR Minutes – Item #4 - 4/16/2019

CITY OF ST GEORGE
PLANNING STAFF REVIEW
WASHINGTON COUNTY, UTAH
April 16, 2019

PRESENT:

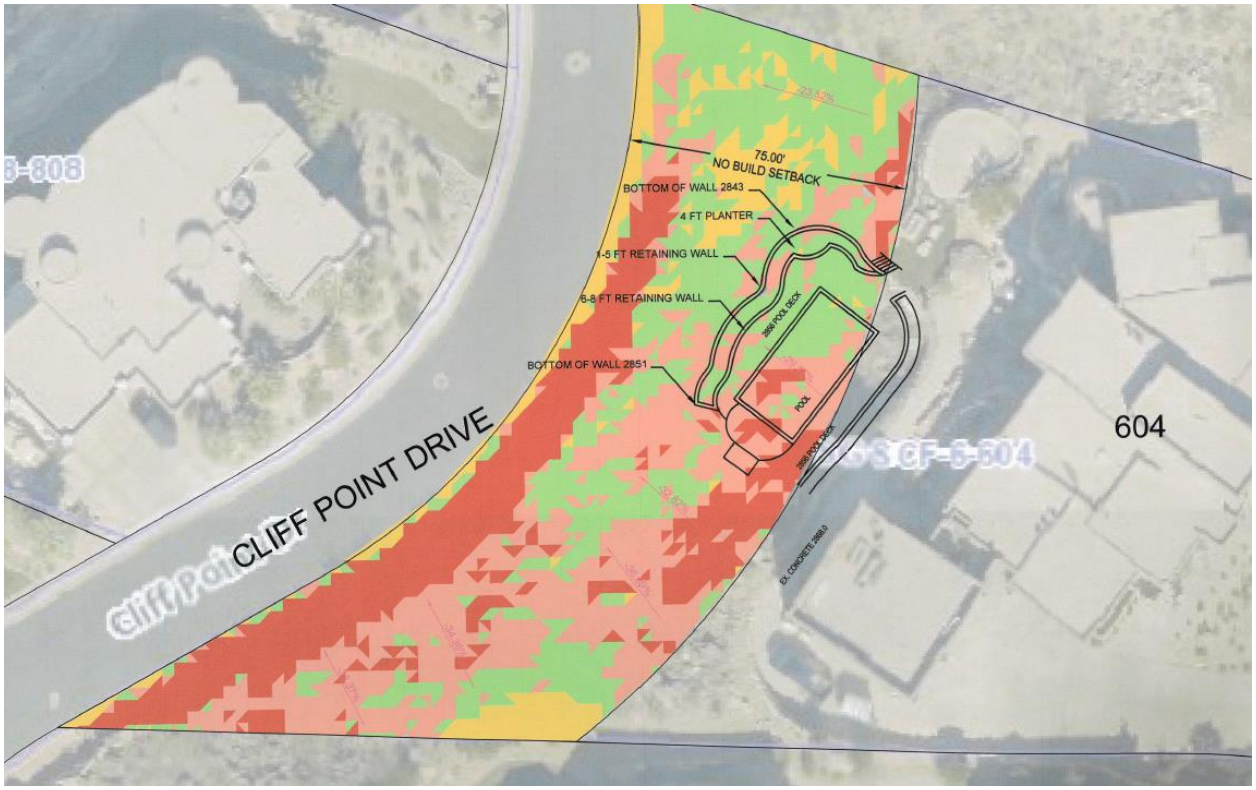
Wes Jenkins, Public Works Deputy Director
John Willis, Community Development Director
Carol Davidson, Senior Planner
Kevin Taylor, Fire Marshall
Barb Barrett, Energy Services
Kade Bringhurst
Brenda Hatch, Development Office Supervisor

ITEM 4 **9:30 AM** Applicant: Steven Sheffield
Location: 1740 S View Point Dr
Request: Pool in Hillside

Ryan Paxton

Ryan – we want a request for variance on lot 604. This is the only lot which has a meandering walkway.
Wes – there's a 75 ft no build area on the back of those lots
Ryan – Steven has already got permission from the HOA. If I'm not mistaken that no build is to protect the cliff
Carol – What is the distance you're proposing?
Ryan – It will be a little over 30 feet back we want to be consistent with the neighborhood
John – How visible is it?
Ryan – It's not elevated, I have a jump drive (USB) to show a video, it would have to be built up and we would do a scratch coat stucco and rock
John – You are building a full structure here it looks really elevated, you are supposed to maintain the visual.
Ryan – It's lower than any residence on this road. It wouldn't visually obstruct anyone's private view.
Wes – We only allow 8 ft high retaining wall in residential
Ryan – 8 foot exposure
Wes – Yeah
John – It's supposed to keep the look of the mountain, we're going to have to look into it and see what's approved. You're not going to be able to get a variance in this situation. We will need to look at how it was done and approved, to see if there are any processes that will help you. It will take us a week or so to check it out.

Contour Map

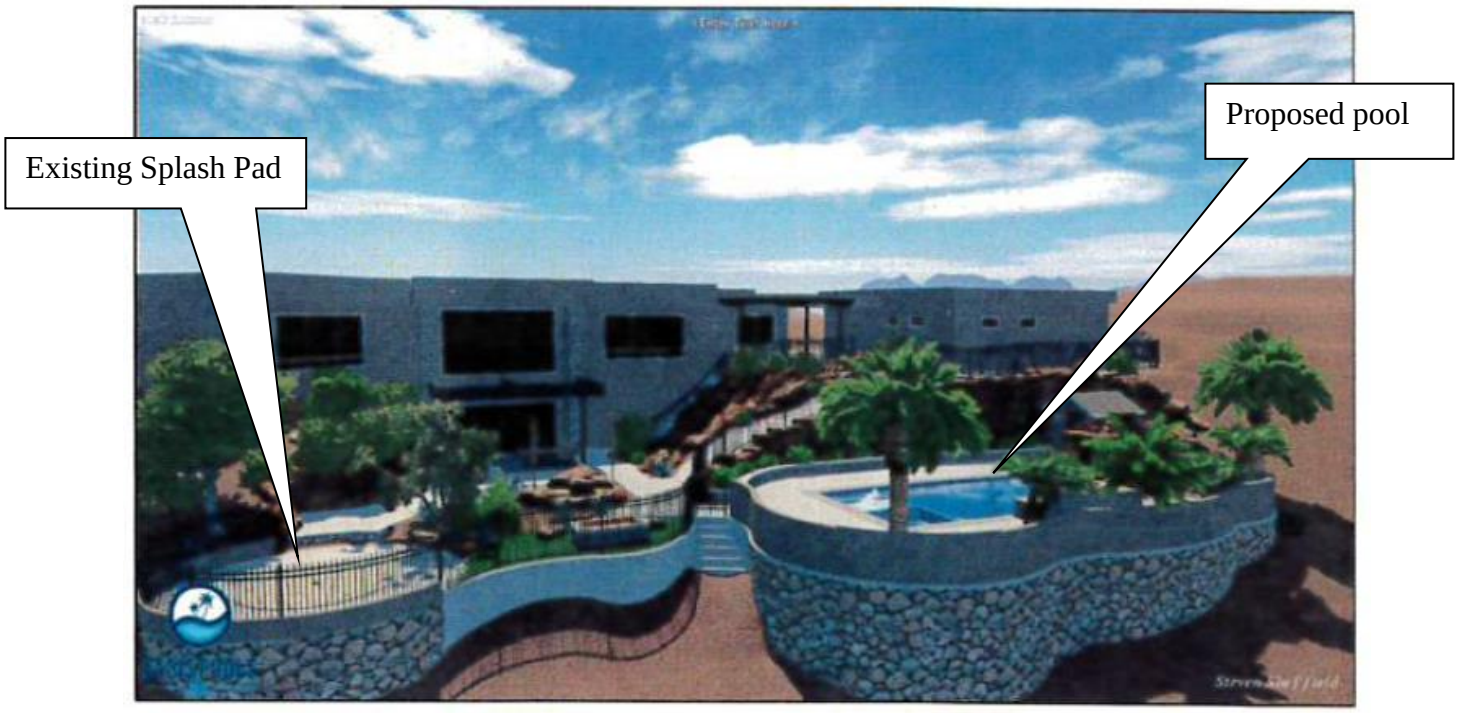


Slopes Table				
Number	Minimum Slope	Maximum Slope	Color	Area
1	0.00%	19.99%		2036.73 sq.ft.
2	20.00%	29.99%		5706.84 sq.ft.
3	30.00%	39.99%		5712.63 sq.ft.
4	40.00%	303.34%		4311.49 sq.ft.

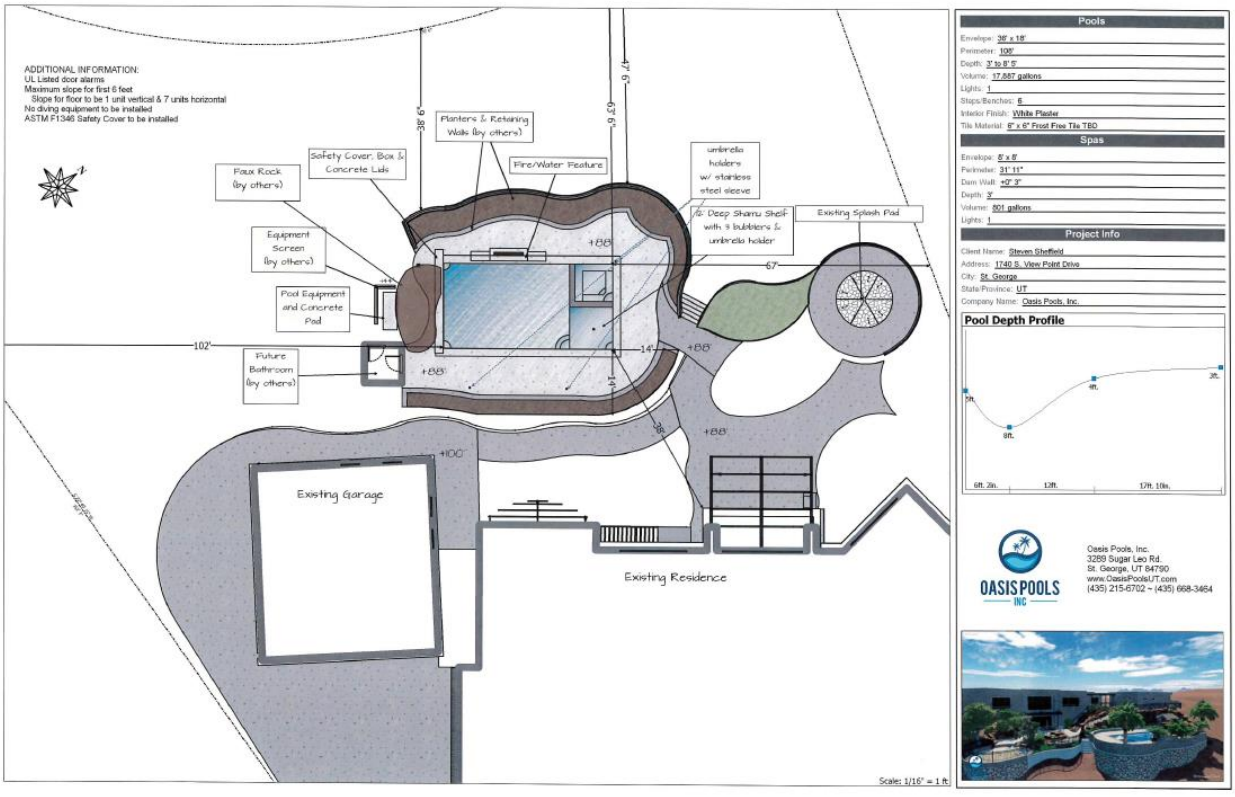
(See Detail Below)


75.00'
NO BUILD SETBACK
BOTTOM OF WALL 2843
4 FT PLANTER
1-5 FT RETAINING WALL
6-8 FT RETAINING WALL
2856 POOL DECK
BOTTOM OF WALL 2851
POOL
2856 POOL DECK

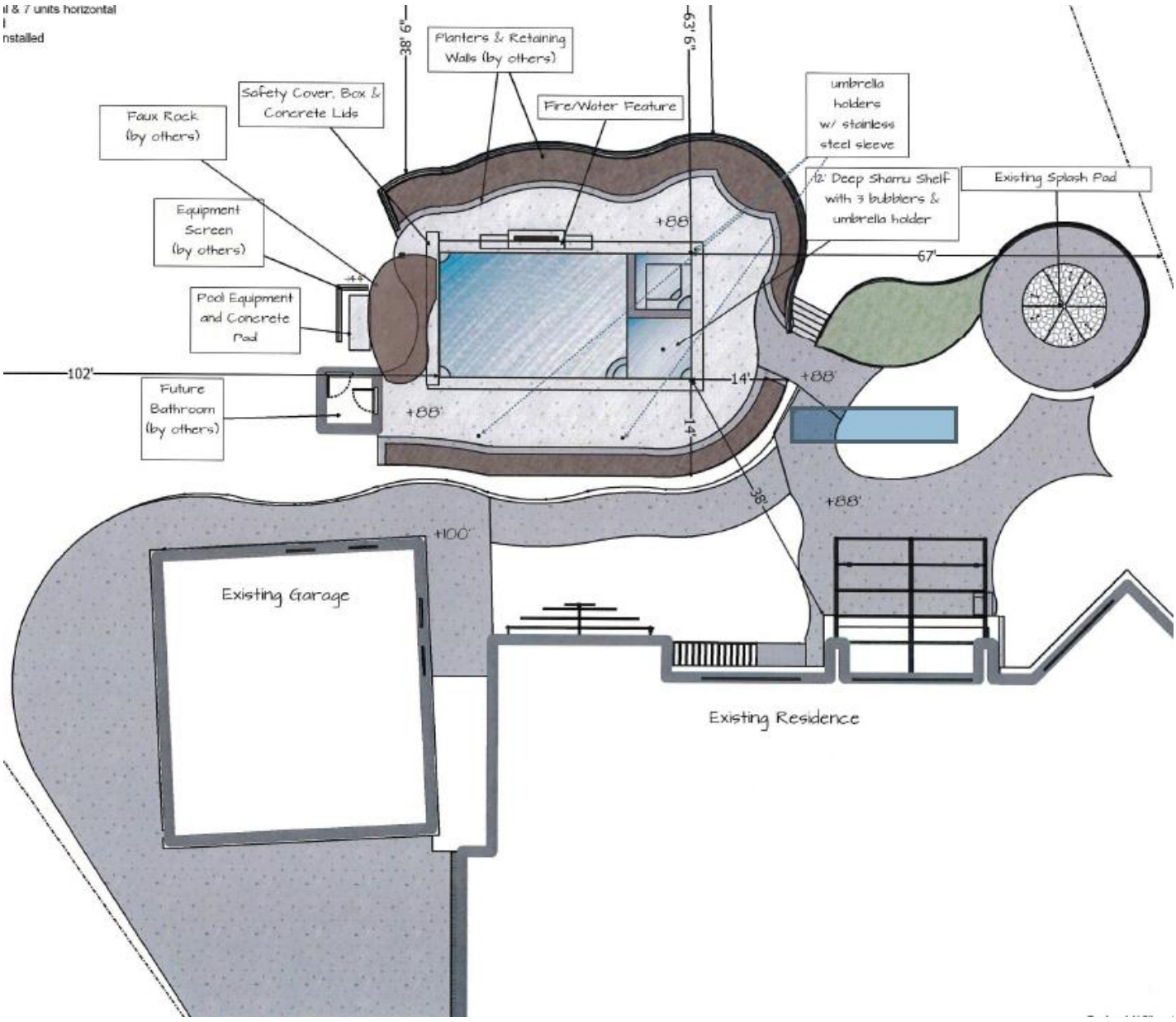
Pool Concept Rendering



Pool Site Plan



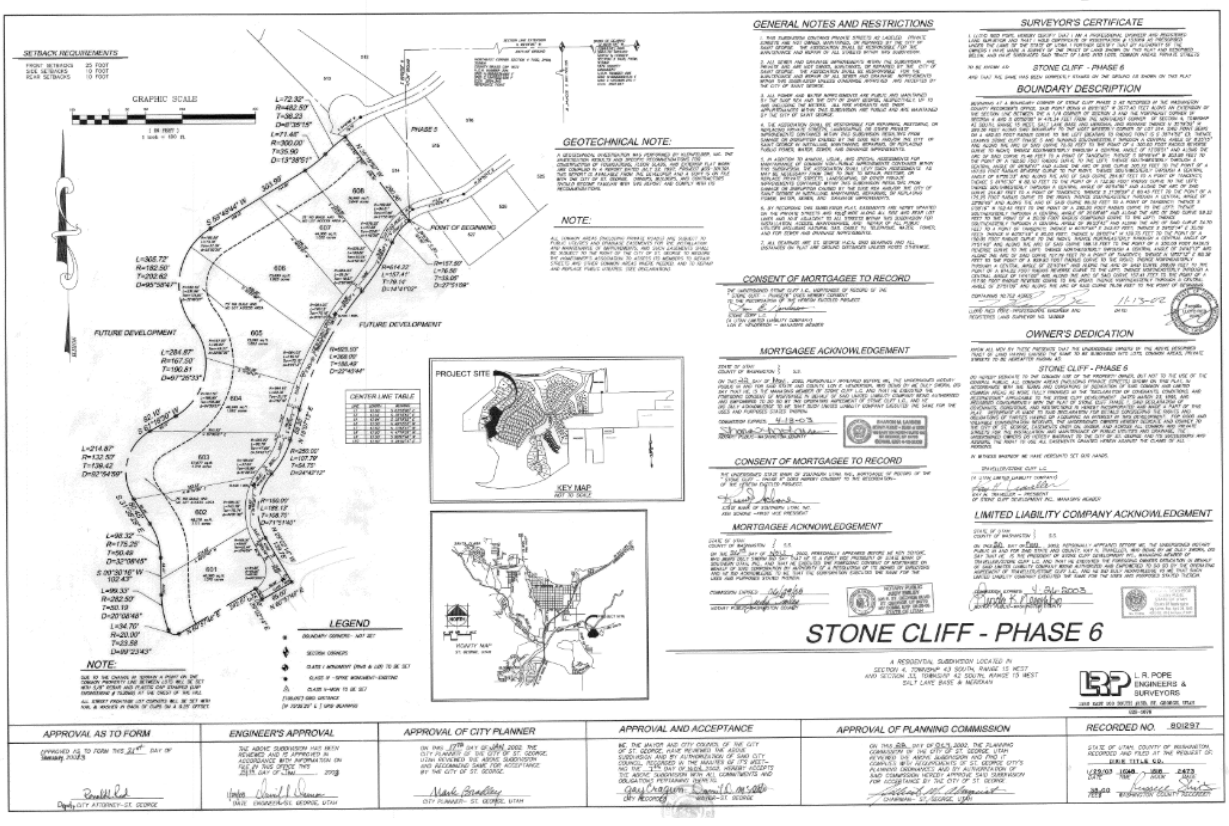
Close-Up Detail

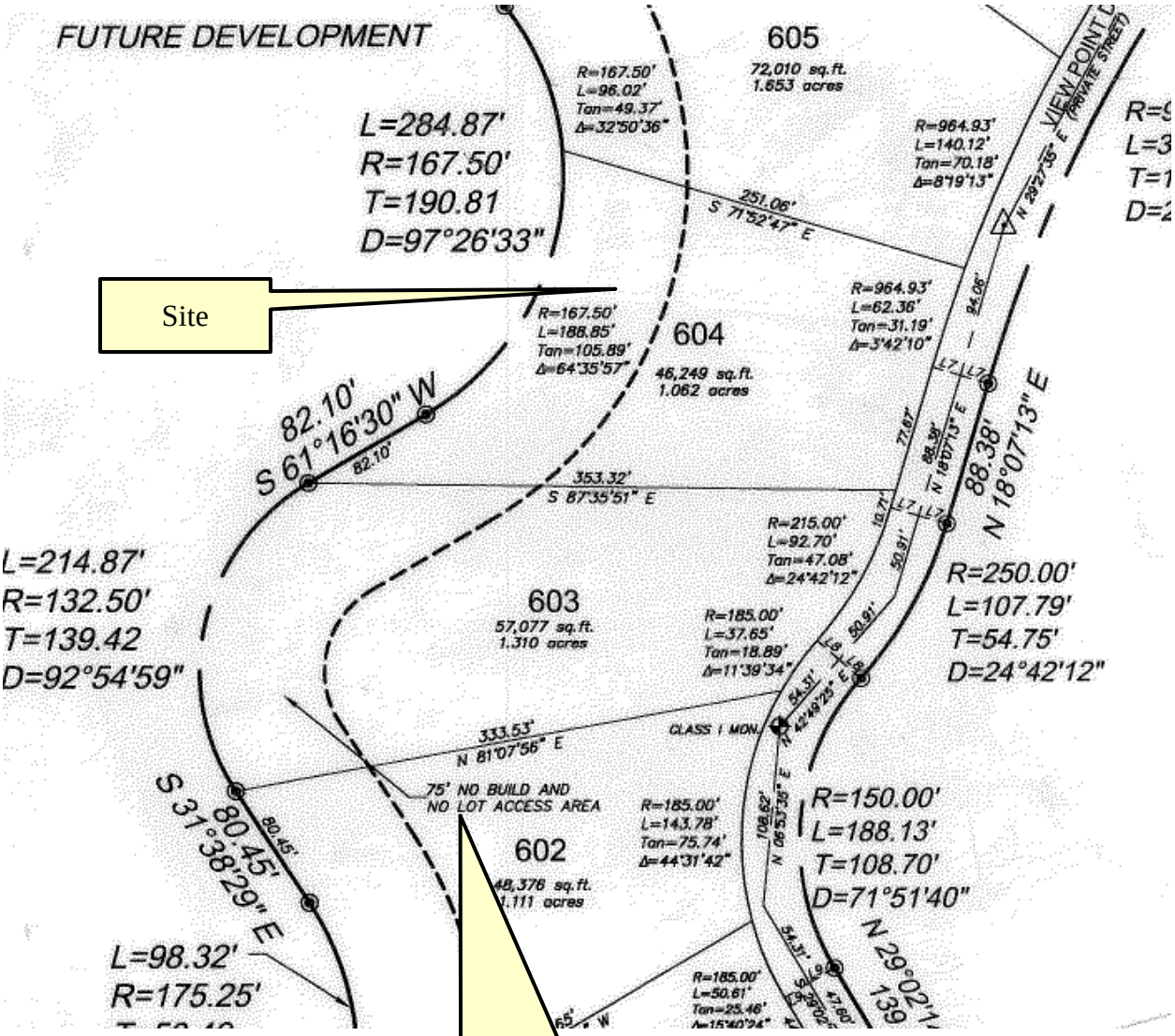



Steven Sheffield


<Enter Text Here>




SETBACK REQUIREMENTS
GRAPHIC SCALE
PHASE 5
FUTURE DEVELOPMENT
POINT OF BEGINNING
CENTER LINE TABLE
PROJECT SITE
KEY MAP
LEGEND
NOTE:
GENERAL NOTES AND RESTRICTIONS
GEOTECHNICAL NOTE:
NOTE:
CONSENT OF MORTGAGEE TO RECORD
MORTGAGEE ACKNOWLEDGEMENT
CONSENT OF MORTGAGEE TO RECORD
MORTGAGEE ACKNOWLEDGEMENT
SURVEYOR'S CERTIFICATE
STONE CLIFF - PHASE 6
BOUNDARY DESCRIPTION
OWNER'S DEDICATION
STONE CLIFF - PHASE 6
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STONE CLIFF - PHASE 6
A RESIDENTIAL SUBDIVISION LOCATED IN
SECTION 4, TOWNSHIP 43 SOUTH, RANGE 15 WEST
AND SECTION 33, TOWNSHIP 42 SOUTH, RANGE 15 WEST
SALT LAKE BASE & MERIDIAN
L. R. POPE
ENGINEERS &
SURVEYORS
APPROVAL AS TO FORM
ENGINEER'S APPROVAL
APPROVAL OF CITY PLANNER
APPROVAL AND ACCEPTANCE
APPROVAL OF PLANNING COMMISSION
RECORDED NO. 80197



Plat Note: 75 ft. No Build and No Lot Access

2019-HS-006
Swimming Pool
Lot 604 Stone Cliff

Vicinity Map



General Plan = LDR



Zoning = PD-R



Site – Lot 604



Site – Close-Up - Lot 604



Street Views

Front of Home





Street Behind





Back of Lot 604

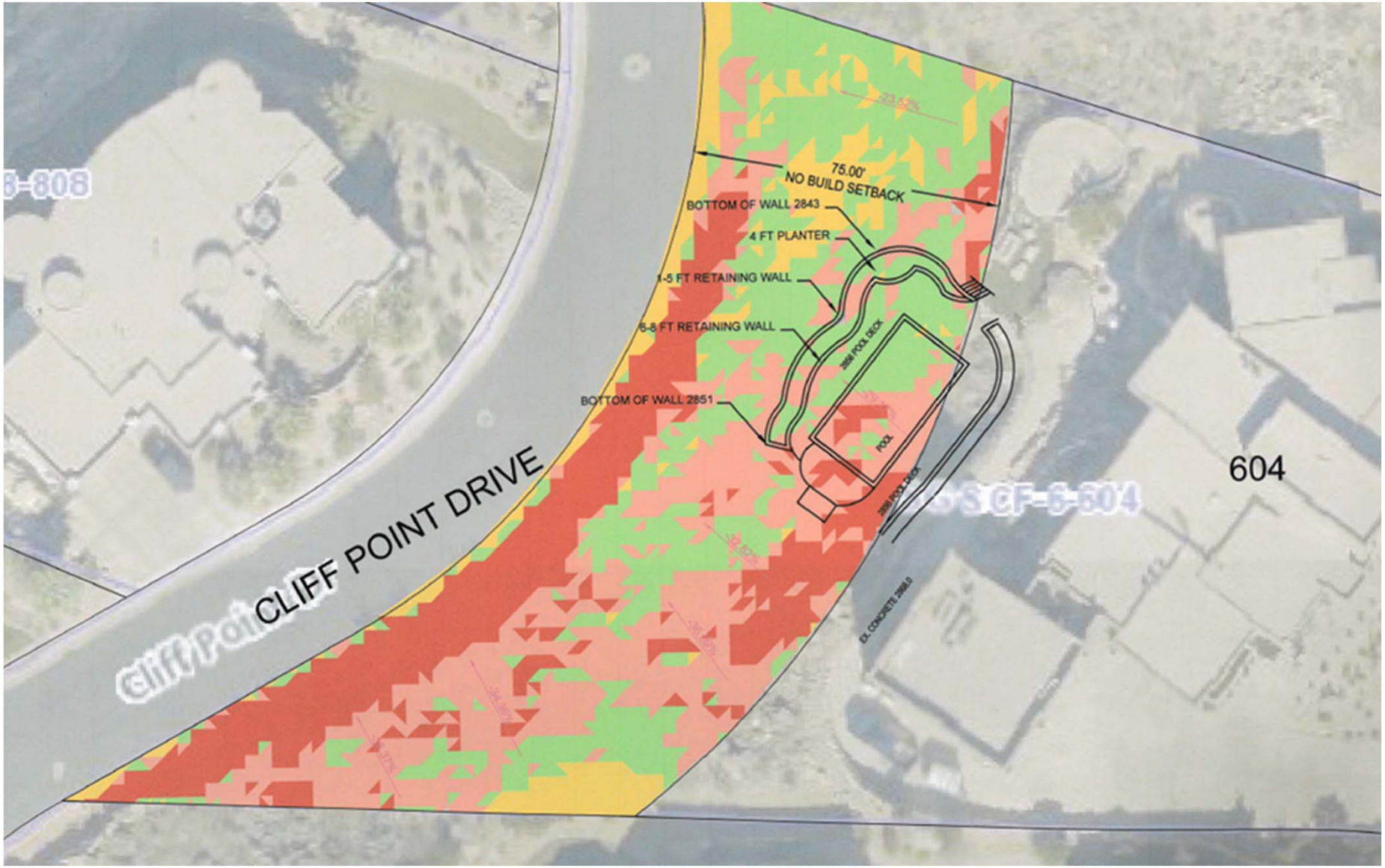






View looking down to street from behind Lot 604

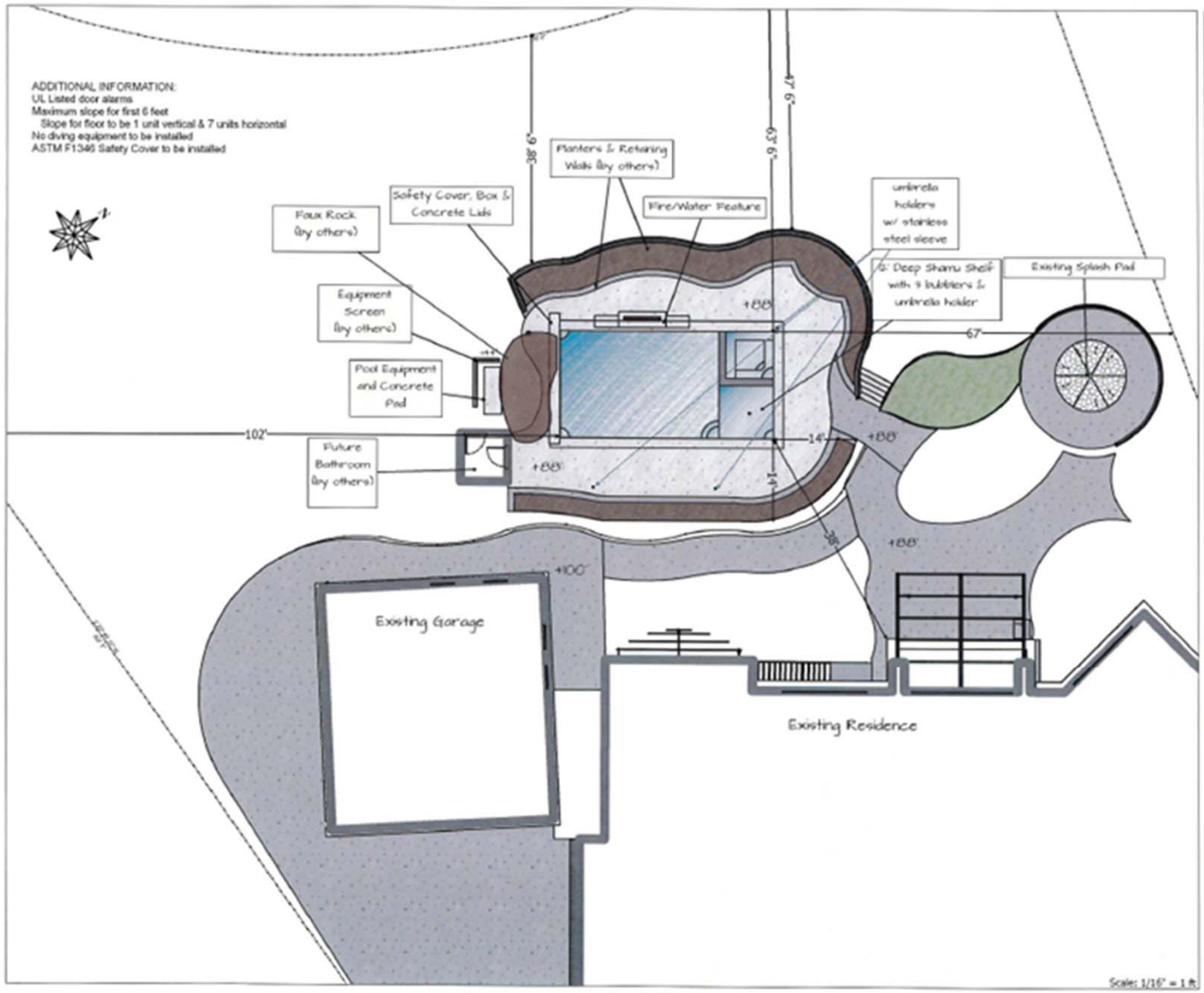



75.00'
NO BUILD SETBACK
BOTTOM OF WALL 2843
4 FT PLANTER
1-5 FT RETAINING WALL
6-8 FT RETAINING WALL
BOTTOM OF WALL 2851
POOL
CLIFF POINT DRIVE
604


75.00'
NO BUILD SETBACK
BOTTOM OF WALL 2843
4 FT PLANTER
1-5 FT RETAINING WALL
6-8 FT RETAINING WALL
BOTTOM OF WALL 2851
2856 POOL DECK
POOL
2856 POOL DECK

Pool Concept Rendering





Pools

Envelope: 26' x 18'
Perimeter: 108'
Depth: 3' to 6' 5"
Volume: 17,887 gallons
Lights: 1
Steps/Benches: 6
Interior Finish: White Plaster
Tile Material: 6" x 6" Frost Free Tile TBD

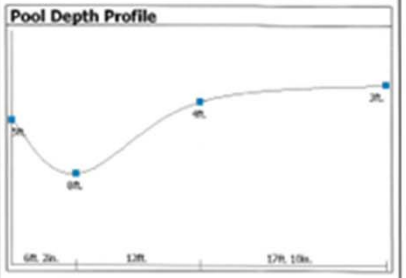
Spas

Envelope: 8' x 8'
Perimeter: 31' 11"
Dam Wall: +0' 3"
Depth: 3'
Volume: 801 gallons
Lights: 1

Project Info

Client Name: Steven Sheffield
Address: 1740 S. View Point Drive
City: St. George
State/Province: UT
Company Name: Oasis Pools, Inc.

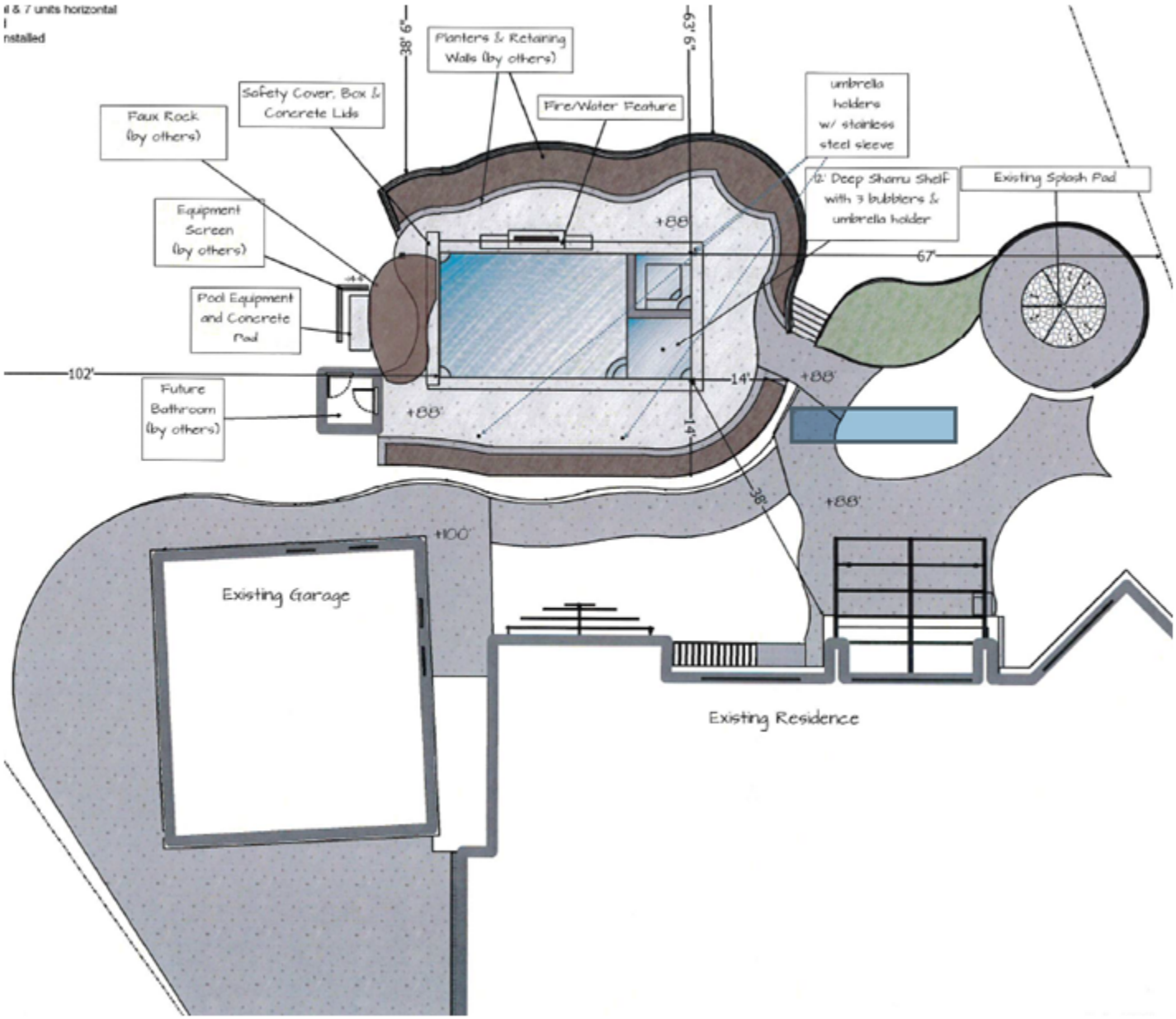
Pool Depth Profile



OASIS POOLS INC
Oasis Pools, Inc.
3289 Sugar Leo Rd.
St. George, UT 84790
www.OasisPoolsUT.com
(435) 215-6702 ~ (435) 668-3464

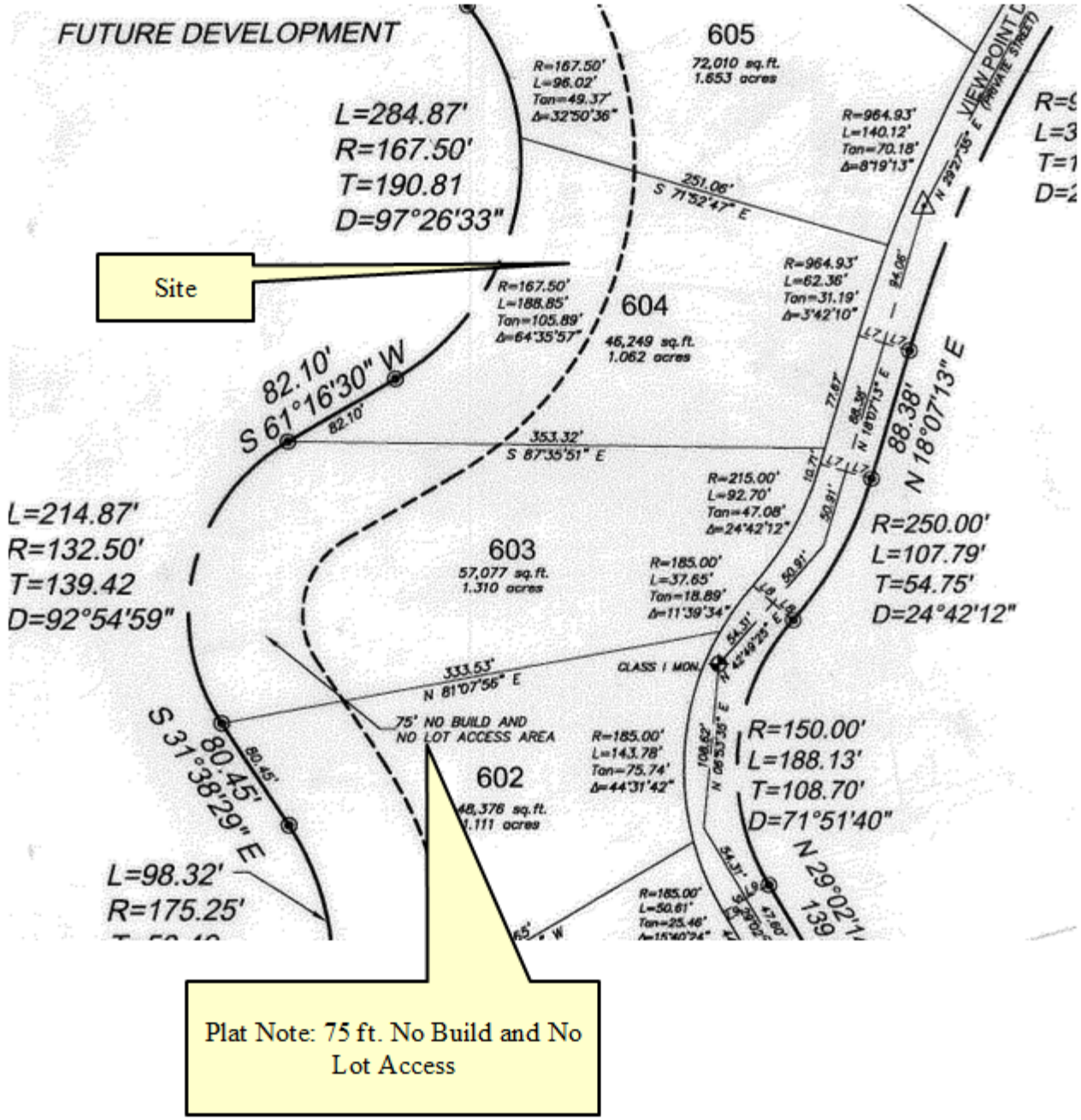


Close-Up Detail




OASIS POOLS
Steven Sheffield


OASIS POOLS



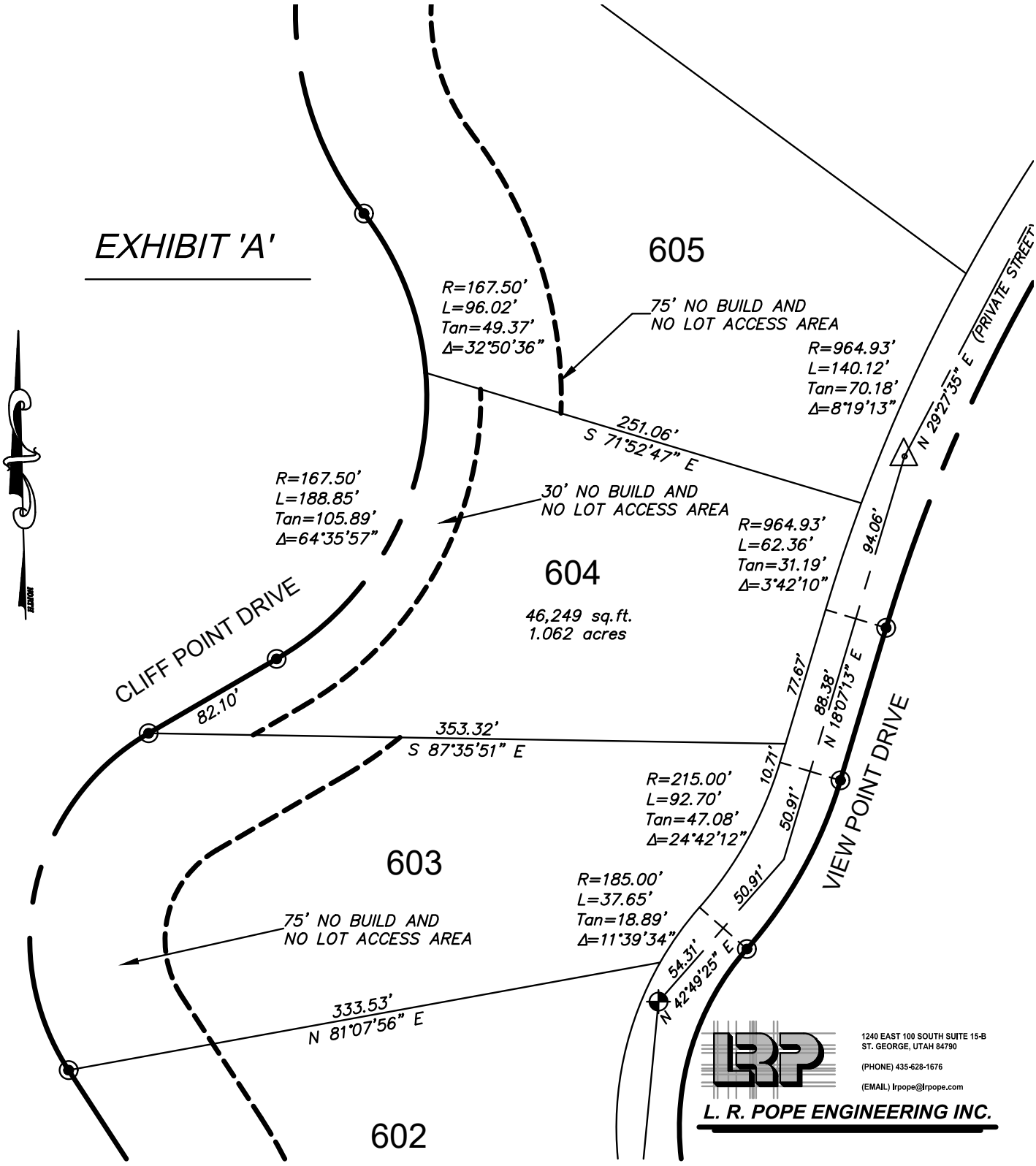
Plat Note: 75 ft. No Build and No Lot Access

DRAFT

Agenda Item Number : 12

Request For Council Action

Date Submitted	06/27/2019 12:25 PM
Proposed City Council Date	07/11/2019
Applicant	Ried Pope, LR Pope Engineering
Subject	Consider approval of an amended final subdivision plat for Lot 604, Stone Cliff Phase 6 by reducing the internal lot restriction for the No Build and No Lot Access Area from 75 feet to 30 feet for said lot.
Background	This request is to consider an amended final subdivision plat located at 1740 S. View Point Dr. The purpose of this amendment is to reduce the internal lot restriction for the “No Build and No Lot Access Area” from 75 feet to 30 feet; Zoning is PD-R.
Proposed Resolution	City staff, Hillside Review Board, and Planning Commission recommended approval.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	lot604stonecliffphase6062719122540.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**



1240 EAST 100 SOUTH SUITE 15-B
ST. GEORGE, UTAH 84790
(PHONE) 435-628-1676
(EMAIL) lrpope@lrpope.com
L. R. POPE ENGINEERING INC.

LOT 604
NO BUILD RESTRICTION REDUCTION
STONE CLIFF PHASE 6

DRAFT

Agenda Item Number : 13

Request For Council Action

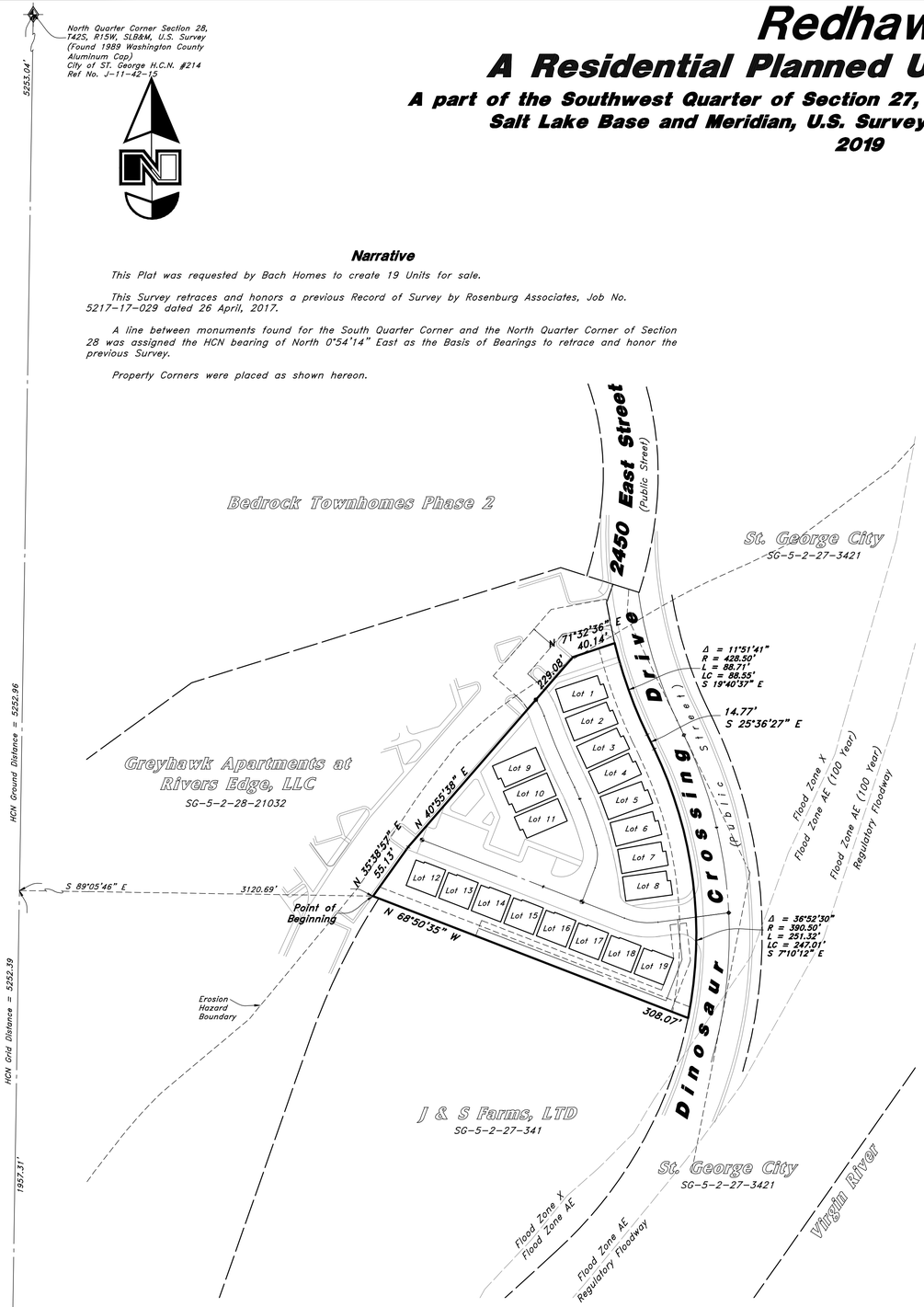
Date Submitted	06/18/2019 03:01 PM
Proposed City Council Date	07/11/2019
Applicant	Bruce Pimper, Anderson Wahlen & Associates (SLC)
Subject	Consider approval of a final subdivision plat for Redhawk.
Background	This is the final plat for Redhawk, a 19-lot residential subdivision located at 2409 East Dinosaur Crossing Drive; zoning is Planned Development Residential.
Proposed Resolution	City staff and Planning Commission recommend approval.
Cost	$
Action Taken	
Requested by	Todd Jacobsen
File Attachments	redhawk061819150137.PDF
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

Redhawk

A Residential Planned Unit Development

A part of the Southwest Quarter of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah

2019



Narrative

This Plat was requested by Bach Homes to create 19 Units for sale.

This Survey retraces and honors a previous Record of Survey by Rosenburg Associates, Job No. 5217-17-029 dated 26 April, 2017.

A line between monuments found for the South Quarter Corner and the North Quarter Corner of Section 28 was assigned the HCN bearing of North 0°54'14" East as the Basis of Bearings to retrace and honor the previous Survey.

Property Corners were placed as shown hereon.

General Notes and Restrictions

1. *This subdivision contains private streets and drainage. Private streets and drainage infrastructure are not owned, maintained, or repaired by the City of St. George. The Association shall be responsible for the maintenance and repair of all private streets and drainage within this subdivision.*

2. *The Association shall be responsible for repairing, restoring, or replacing private streets, landscaping, or other private improvements contained within this subdivision resulting from damage or disruption caused by the City of St. George in installing, maintenance, repairing, or replacing public water, sewer, drainage, and power improvements.*

3. *In addition to annual, usual, and special assessments for maintenance of common non-municipal improvements contained within this subdivision, the Association shall levy such assessments as may be necessary from time to time to repair, restore, or replace private streets, landscaping, or other private improvements contained within this subdivision resulting from damage or disruption caused by the City of St. George and in installing, maintaining, repairing, or replacing water, sewer, drainage, and power improvements.*

4. *By recording this subdivision plat, municipal utility easements are hereby granted within all common and limited common areas (including private drives) within this subdivision for the installation, access, maintenance, and repair of all utilities including natural gas, cable TV, telephone, water, power, sewer, and drainage improvements.*

5. *All power, sewer, and water improvements are public and maintained by City of St. George, up to and including the meters. All fire hydrants and their appurtenances within this subdivision are public and are maintained by the City of St. George, Fire lines to buildings are private and shall be maintained by the association. (Sewer is private in most Commercial Subdivisions).*

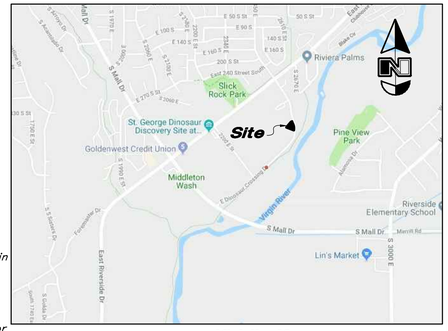
6. *A Geotechnical investigation was preformed by GSH. The investigation results and specific recommendations for the construction of foundations, floor slabs, soils and exterior flatwork are compiled in a report dated January 26, 2018. This report is available from developer and a copy is on file with the City of St. George. Owners, builders, and contractors should become familiar with this report and comply with its specific recommendations as special considerations may be required for structures and landscaping.*

7. *Owners may rent their units as short term rentals, one dwelling per lot number (19 dwellings only).*

Flood Plain Restrictions

1. *Based on the proximity of this property to the Virgin River, homes constructed within the boundaries of this subdivision may be subject to a flooding and erosion hazard. 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 the Virgin River, and does indemnify and hold the City of St. George, its officers, boards, employees, agents and assigns, harmless from any and all claims of injury, damage, expense or loss of whatever nature, and by any person, related to the use of their property now and in the future, by reason of flooding, flowage, or any damage directly or indirectly, caused by water, erosion, or deposition, sudden or gradual, whether surface, flood, or rainfall. The 100-year folded plain is an area defined by FEMA and the Erosion Hazard Boundary shown was adopted by the City of St. George in January of 2000 based on the river stability study completed by CH2M Hill and JE Fuller/Hydrology and Geomorphology Inc. Homeowners are encouraged to investigate and evaluate the risk prior to purchasing within the zone.*

2. *No encroachment, fill, clearing, removal of vegetation or activity or work of any kind is allowed in the Virgin River flood plain without necessary approvals from the City, State, and Federal Agencies.*



Vicinity Map

A part of St. George, Utah
Not to Scale

Flood Plain Data

This property lies entirely within Flood Zone X as designated on FEMA Flood Web Map representing a part of Washington County, Utah, Map Number 49053C1032G dated 2 April, 2009. Flood Zone X is defined as "Area of Minimal Flood Hazard." Flood Zone AE is defined as a Regulatory Floodway without Base Flood Elevation (BFE).

ANDERSON WAHLEN & ASSOCIATES

2010 North Redwood Road, Salt Lake City, Utah 84116
801 521-8529 - AWAengineering.net

Surveyor's Certificate

I, Bruce D. Pimper, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 362256 as prescribed under the Laws of the State of Utah. I further certify that by the 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, limited common areas, common areas and municipal utility easements, hereafter to be known as

Redhawk - A Residential Planned Unit Development

And that the same has been correctly surveyed and staked on the ground as shown on this plat.

Boundary Description

A part of the Southwest Quarter of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point located 1957.31 feet North 0°54'14" East along the Section Line and 3120.69 feet South 89°05'46" East from the South Quarter Corner of Section 28 of said Township and Range; and running thence North 35°38'57" East 55.13 feet; thence North 40°55'38" East 229.08 feet; thence North 71°32'36" East 40.14 feet; thence Southerly 88.71 feet along the arc of a 428.50 foot radius curve to the left (Center bears North 76°15'14" East, Central Angle equals 11°51'41" and Long Chord bears South 19°40'37" East 88.55 feet); thence South 25°36'27" East 14.77 feet to a point of curvature; thence Southerly a distance of 251.32 feet along the arc of a 390.50 foot radius curve to the right (Center bears South 64°23'33" West, Central Angle equals 36°52'30" and Long Chord bears South 7°10'12" East 247.01 feet); thence North 68°50'35" West 308.07 feet to the point of beginning.

Contains 55,003 sq. ft.
or 1.263 acres
19 Units

PROFESSIONAL LAND SURVEYOR 362256 BRUCE D. PIMPER STATE OF UTAH

6 Jun, 2019
Date

Bruce D. Pimper
Utah PLS No. 362256

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, limited common areas, common areas and municipal utility easements hereafter known as: Redhawk

Do hereby dedicate to the common use of the Home Owners Association, but not to the use of the general public all limited common areas, and common areas (including private streets) shown on this plat, in accordance with the terms and conditions of dedication of said limited common areas, and common areas as more fully provided in the "Dedication of Covenants, Conditions, and Restrictions" applicable to the documents recorded in the Office of the Washington County Recorder. Said Declaration of Covenants, Conditions and Restrictions are hereby incorporated and made part of this plat. Reference is made to said Declaration for details concerning the right and obligations of parties having or acquiring an interest in this development. For good and valuable consideration received, the undersigned owners hereby dedicate and convey to the City of St. George, municipal utility easements over, on under and across all common and limited common areas and private roadways for the installation and maintenance of public utilities and drainage. The undersigned owners do hereby warrant to the City of St. George and its successors and assigns, the right to use all dedications and conveyances granted herein against the claims of all persons.

All lots, limited common areas, common areas, and easements are noted as shown.

In witness whereby I Have hereunto set my hand This _____ Day of _____ AD, 20___.

Bach Rentals, LLC

By: Greg Rindlisbacher
Its: Owner

Acknowledgement

State of
County of } ss

On the_____day of _____, 20___, personally appeared before me, the undersigned Notary Public, Greg Rindlisbacher, who being by me duly sworn did say that he is the Owner of Bach Rentals, LLC and is authorized to execute the foregoing Dedication in its behalf and that he executed it in such capacity.

Notary Public Full Name:_____
Commission Number:_____
My Commission Expires:_____
A Notary Public Commissioned in Utah
(If above information is provided, no stamp required per Utah Code, Title 46, Chapter 1, Section 16)

A Notary Public

Redhawk

A Residential Planned Unit Development

A part of the Southwest Quarter of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah

Approval of the Community Development Director

I, Community Development Director for the City of St. George, have this the _____ day of _____ A.D. 20 _____ reviewed the above subdivision Final Plat and recomended the same for acceptance by the City of Saint George, UT.

Community Development Director
City of ST. George

Engineer's Approval

The hereon Subdivision Final Plat has been reviewed and is approved in accordance with 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 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 of St. George, UT.

Chairman Planning Commisssion
City of ST. George

Approval and Acceptance by St. George City

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 *Mayor*
City of ST. George *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 #

State of Utah, County of Washington, Recorded and Filed at the Request of

Date _____ Time _____

Book _____ Page _____

Fee $ *Washington County Recorder*

19-002 Sub

Redhawk

A Residential Planned Unit Development

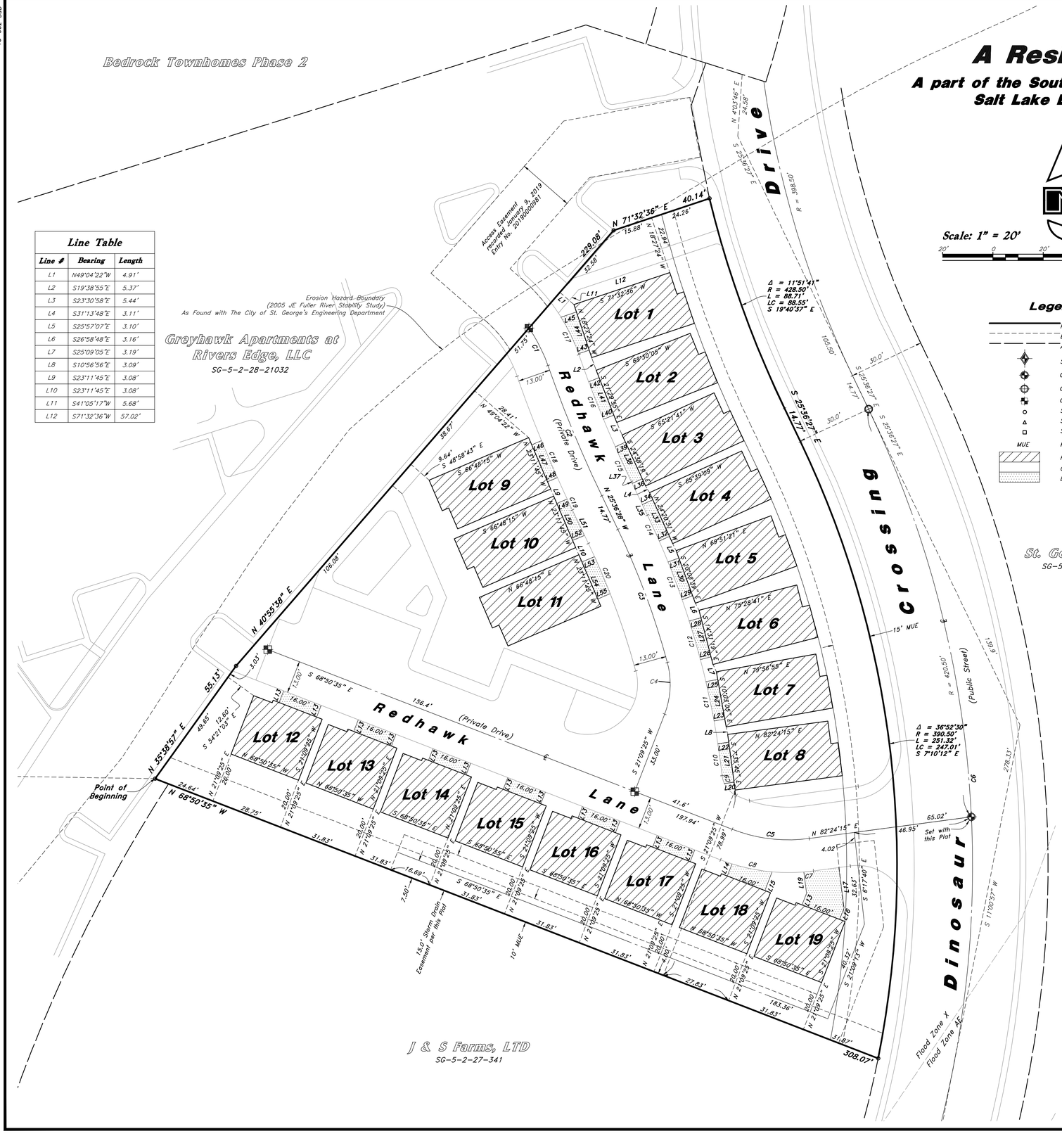
A part of the Southwest Quarter of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah
2019

Scale: 1" = 20'

20' 0 20' 40'

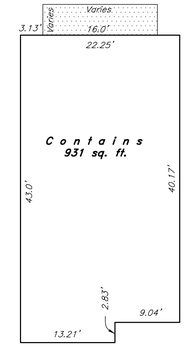
Legend

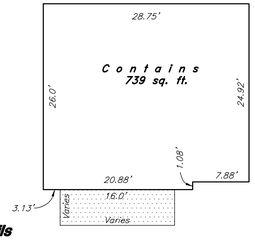
- Property Line
- Easement Line
- Adjoiner Line
- Section Corner Found as Noted
- Class 1 Monument (Ring & Lid) Monument set with this Plat
- Class 1 Monument (Ring & Lid) Monument Found
- Class 2 Monument (Rebar & Aluminum Cap) Monument Set with this Plat
- Set Rebar & Cap stamped AWA
- Set Nail & Washer stamped AWA
- Set scribe mark in concrete
- MUE — Municipal Utility Easement
- Private Area
- Common Area
- Limited Common Area used exclusively by the Adjacent lot owner



Line Table

Line #	Bearing	Length
L1	N49°04'22"W	4.91'
L2	S19°38'55"E	5.37'
L3	S23°30'58"E	5.44'
L4	S31°13'48"E	3.11'
L5	S25°57'07"E	3.10'
L6	S26°58'48"E	3.16'
L7	S25°09'05"E	3.19'
L8	S10°56'56"E	3.09'
L9	S23°11'45"E	3.08'
L10	S23°11'45"E	3.08'
L11	S41°05'17"W	5.68'
L12	S71°32'36"W	57.02'





Lot Details

1"=10'

All lot corners to be construed as right angles with the 2 directions of the lines shown on the plat.

Curve Table

Curve	Delta	Radius	Length	Chord Data
C1	15°26'51"	62.00'	16.72'	N 27°01'11" W 16.67'
C2	6°18'43"	509.00'	56.07'	S 22°27'06" E 56.04'
C3	10°26'40"	310.00'	56.51'	N 20°23'08" W 56.43'
C4	36°19'13"	33.00'	20.92'	N 2°59'49" E 20.57'
C5	28°45'10"	62.00'	31.11'	S 83°13'10" E 30.79'
C6	41°42'26"	420.50'	306.09'	N 4°45'14" W 299.38'
C7	2°58'43"	75.00'	3.90'	S 83°53'37" W 3.90'
C8	12°26'02"	75.00'	16.28'	S 78°47'06" E 16.24'
C9	18°42'23"	10.00'	3.26'	S 15°46'20" E 3.25'
C10	2°16'03"	323.00'	12.78'	N 7°33'10" W 12.78'
C11	2°50'23"	323.00'	16.01'	N 11°43'47" W 16.01'
C12	2°50'23"	323.00'	16.01'	N 16°10'01" W 16.01'
C13	2°50'19"	323.00'	16.00'	N 20°35'08" W 16.00'
C14	2°00'18"	323.00'	11.30'	N 24°36'19" W 11.30'
C15	1°45'39"	496.00'	15.24'	N 24°43'38" W 15.24'
C16	1°50'54"	496.00'	16.00'	N 21°32'40" W 16.00'
C17	12°38'50"	75.00'	16.56'	N 25°37'10" W 16.52'
C18	1°45'23"	522.00'	16.00'	S 23°10'32" E 16.00'
C19	0°31'45"	522.00'	4.82'	S 25°20'35" E 4.82'
C20	3°05'13"	297.00'	16.00'	S 22°57'10" E 16.00'

Line Table

Line #	Bearing	Length
L13	N 21°09'25" E	5.00'
L14	N 21°09'25" E	5.16'
L15	S 21°09'25" W	7.96'
L16	S 21°09'25" W	4.94'
L17	S 7°35'45" E	16.16'
L18	S 82°24'15" W	10.10'
L19	N 7°35'45" W	8.51'
L20	S 82°24'15" W	3.88'
L21	N 7°35'45" W	16.00'
L22	S 82°24'15" W	4.33'
L23	S 79°56'55" W	4.32'
L24	N 10°03'05" W	16.00'
L25	S 79°56'55" W	4.79'
L26	S 75°28'41" W	4.34'
L27	N 14°31'19" W	16.00'
L28	S 75°28'41" W	4.80'
L29	N 69°51'21" E	4.43'
L30	N 20°08'39" W	16.00'
L31	N 69°51'21" E	4.56'
L32	N 65°39'09" E	4.45'
L33	N 24°20'51" W	16.00'
L34	N 65°39'09" E	4.60'

Line Table

Line #	Bearing	Length
L35	N 25°36'28" W	4.70'
L36	N 65°21'41" E	4.42'
L37	N 25°36'28" W	0.76'
L38	N 24°38'19" W	16.00'
L39	N 65°21'41" E	4.45'
L40	N 68°30'05" E	4.43'
L41	N 21°29'55" W	16.00'
L42	N 68°30'05" E	4.44'
L43	S 71°32'36" W	4.46'
L44	N 18°27'24" W	16.00'
L45	S 71°32'36" W	6.52'
L46	S 66°48'15" W	4.24'
L47	S 23°11'45" E	19.12'
L48	S 66°48'15" W	4.23'
L49	S 66°48'15" W	4.46'
L50	S 23°11'45" E	16.00'
L51	S 25°36'28" E	11.19'
L52	S 66°48'15" W	5.11'
L53	S 66°48'15" W	5.45'
L54	S 23°11'45" E	16.00'
L55	S 66°48'15" W	5.38'

Sheet 2 of 2

Recorded #

State of Utah, County of Washington,
Recorded and Filed at the Request of

Date _____ Time _____

Book _____ Page _____

Fee $ _____ Washington County Recorder

PROFESSIONAL LAND SURVEYOR 362727 BRUCE D. PIMPER STATE OF UTAH

Bruce D. Pimper

6 Jun, 2019

DRAFT

Agenda Item Number : A1

Request For Council Action

Date Submitted	07/08/2019 05:38 PM
Proposed City Council Date	07/11/2019
Applicant	Riverwalk Village
Subject	Consider approval of a Subordination Agreement between the City of St. George and Rocky Mountain Community Reinvestment Corporation for the Riverwalk development.
Background	The purpose of the subordination agreement is to provide the long-term lender on the Riverwalk property the right to foreclose the property if Riverwalk defaults on the loan. It preserves the rent restrictions and obligates the lender to notify the City of any default, which would allow the City to evaluate whether to step in and cure the default to preserve the City's right to foreclose in case of a violation of the rent restrictions. The lender will not lend without this subordination.
Proposed Resolution	Staff recommends approval.
Cost	$N/A
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	rmcrc--subordinationagreementfriendsatswitchpoint--riverwalk-fin070819173952.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

After Recording, please return to

Lead Closing Manager
Rocky Mountain Community Reinvestment
Corporation
64 East Winchester Street, Suite 230
Salt Lake City, Utah 84107

Tax Parcel I.D. No. _____

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement") is effective as of the __ day of June, 2019, by and between The City of St. George, a Utah municipal corporation ("City"), and Rocky Mountain Community Reinvestment Corporation, a Utah nonprofit corporation ("RMCRC").

RECITALS

A. The City has conveyed certain real property to Friends of Switchpoint, Inc., a Utah nonprofit corporation ("Friends"), which property is located in Washington County, State of Utah, the legal description of which is attached hereto as **Exhibit A** (the "Real Property").

B. The City's conveyance of the Real Property to Friends is evidenced by that certain Quit Claim Deed, dated as of June __, 2019, executed by the City in favor of Friends, and recorded with the Office of the Washington County Recorder, State of Utah (the "Recorder's Office") on June __, 2019 as Entry No. _____, Book _____, Pages _____ (the "City Quit Claim Deed").

C. Friends subsequently conveyed the Real Property to an affiliate, Riverwalk Village Development, LLC, a Utah limited liability company (the "Borrower"), on which Real Property the Borrower will construct an affordable housing apartment complex containing 42 affordable units and 13 unrestricted units (the "Improvements" and, together with the Real Property, the "Subject Property").

D. The Borrower will obtain a construction loan from Zions Bancorporation, N.A. to construct the Improvements.

E. Exhibit C to the City Quit Claim Deed contains a Declaration of Restrictive Covenants (the "Declaration"), which subjects 42 units of the Subject Property (collectively, the "Restricted Units") to certain rent and income restrictions.

F. Additionally, the City is the beneficiary of that certain Trust Deed, dated as of June __, 2019, executed by Friends and the Borrower in favor of the City, which encumbers the Subject Property and which was filed in the Recorder's Office on June __, 2019 as Entry No. _____, Book _____, Pages _____ (the "City Trust Deed").

G. After Borrower constructs the Subject Property, and provided Borrower meets all conditions precedent, it is anticipated that RMCRC will provide a permanent loan to Borrower (the "Subject Property Loan) pursuant to the terms of (i) that certain Amended and Restated Loan Commitment dated June 14, 2019, and accepted by Borrower on June 20, 2019 (the "Loan Commitment"), a copy of which is attached hereto as **Exhibit B** and by this reference incorporated herein in full, and (ii) definitive loan documents.

H. The Subject Property Loan will be evidenced by a Multifamily Loan and Security Agreement (the "Loan Agreement") and Multifamily Note (the "Note"), and will be secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, executed by Borrower in favor of RMCRC in the form attached hereto as **Exhibit C** (as such form may be updated by Fannie Mae from time to time for multifamily loans in the State of Utah, or such other form that RMCRC regularly uses for multifamily loans in the State of Utah) (the "RMCRC Deed of Trust"), which will be filed with the Recorder's Office in conjunction with the funding of the Subject Property Loan. The Loan Agreement, Note, RMCRC Deed of Trust, and all other documents evidencing, securing or relating to the Subject Property Loan are collectively referred to as the "Loan Documents."

I. In connection with the Subject Property Loan to Borrower from RMCRC, Borrower has agreed to procure this Agreement to be executed by the City and delivered to RMCRC.

J. It is a condition precedent to RMCRC making the Subject Property Loan that, except as specifically provided herein, the RMCRC Deed of Trust and the security interests and all other rights granted under the Loan Documents shall be and remain at all times a first position lien or charge upon the Subject Property, prior and superior to any lien, charge, claims or rights of the City, including but not limited as relates to (i) the City Quit Claim Deed (including but not limited to the City's reversionary rights therein and the Declaration) and (ii) the City Trust Deed.

NOW, THEREFORE, the parties hereto agree as follows:

1. So long as the RMCRC Deed of Trust and any other Loan Document do not materially differ from the Loan Commitment with regard to the principal amount of the Subject Property Loan, interest rate(s) (but for the avoidance of doubt, a default rate is allowed), repayment terms, and modifications to any of the foregoing, the RMCRC Deed of Trust and any other Loan Document securing the Note in favor of RMCRC, and any renewals or extensions thereof, shall unconditionally be and remain at all times a first priority lien or charge on the Subject Property and any other property therein described, prior and superior to any lien, charge, claims or rights of the City, including but not limited as relates to (i) the City Quit Claim Deed (including but not limited to the City's reversionary rights therein and the Declaration) and (ii) the City Trust Deed. Notwithstanding anything to the contrary in this Agreement, including the immediately preceding sentence, all rights and obligations identified in the City Quit Claim Deed shall not be subject to this Agreement nor subordinate to the RMCRC Deed of Trust or the other Loan Documents, except for the right to seek reversion of title to the Real Property to the City of St. George (which reversionary right will be subordinate), as described in Exhibit C, Section 4 of the City Quitclaim Deed.

2. RMCRC would not make the Subject Property Loan above-described or disburse funds thereafter without this Agreement.

3. This Agreement shall (a) be the whole and only agreement with regard to the subordination of the lien or charge of the City Quit Claim (including but not limited to the City's reversionary rights therein and the Declaration), the City Trust Deed, or any other lien, charge, claims or rights by the City; and (b) supersede and cancel, but only insofar as would affect the priority between the documents hereinbefore specifically described, any prior agreements as to such subordination.

4. The City and RMCRC agree and acknowledge that:

(a) RMCRC may, without affecting the terms or subordination of this Agreement (but subject to the terms of this Agreement), among other things:

(i) release or compromise any obligation in the Loan Documents,

(ii) release its liens in, or surrender, release or permit any substitution or exchange of all or any part of any properties, including the Subject Property, securing repayment of the Note,

(iii) retain or obtain a lien in any other property to further secure payment of the Note, or

(iv) exercise any remedies available under the RMCRC Deed of Trust, the other Loan Documents or applicable law, including but not limited to foreclosure and sale of the Subject Property.

(b) Notwithstanding subsection (a) above, RMCRC shall not, without the prior written consent of the City, increase the amount of the Subject Property Loan, make any future principal advances not provided in the Loan Documents, or increase the payments due under the Loan Documents with the exception of protective payments authorized by the Loan Documents; provided that:

(i) RMCRC may charge default interest as allowed under the Loan Documents,

(ii) RMCRC may take such actions or disburse such funds as RMCRC reasonably deems necessary to perform the obligations of Borrower under the Loan Documents and to protect RMCRC's interest in the Subject Property,

(iii) to the extent Borrower fails to perform any of its obligations under the Loan Documents, or any action or proceeding is commenced that purports to affect the Subject Property or RMCRC's security, rights or interests under any Loan Document (including but not limited to eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of environmental laws,

fraudulent conveyance or reorganizations or proceedings involving a debtor or decedent), RMCRC may, at its option, make such appearances, disburse or pay such sums and take such actions, whether before or after an event of default or whether directly or to any receiver for the Subject Property, as RMCRC reasonably deems necessary to perform such obligations of Borrower and to protect the Subject Property or RMCRC's security, rights or interests in the Subject Property or the Loan Documents, including but not limited to (A) paying fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants, (B) entering upon the Subject Property to make repairs or secure the Subject Property, and (C) obtaining (or force-placing) the insurance required by the Loan Documents, and

(iv) RMCRC may pay any other amounts required or allowed under any of the Loan Documents (and in the case of (ii), (iii) and (iv)), any such amounts disbursed or paid by RMCRC shall be added to, and become part of, the principal balance of the Subject Loan, shall be immediately due and payable, and shall bear interest at the default rate from the date of disbursement until fully paid).

(c) If RMCRC breaches section 4(b) above, the lien of RMCRC securing any additional funds wrongfully advanced by RMCRC in violation of section 4(b) shall not be deemed to be prior to the rights of the City pursuant to the City Quit Claim Deed (including but not limited to the City's reversionary rights therein and the Declaration) and (ii) the City Trust Deed; provided, for the avoidance of doubt, the lien of RMCRC securing any funds advanced by RMCRC that do not conflict with the prohibitions in section 4(b) above shall be deemed to be prior to the rights of the City pursuant to the City Quit Claim Deed (including but not limited to the City's reversionary rights therein and the Declaration) and (ii) the City Trust Deed.

(d) In the event RMCRC declares a default by Borrower under the Loan Documents and such default has a cure right under the Loan Documents, RMCRC will give the City a copy of any written notice of default given to Borrower pursuant to the Loan Documents at the same time such notice is given to Borrower. The City shall have the right, but not the obligation, to cure any such default within the same notice and cure period applicable to Borrower under the Loan Documents; provided, however, RMCRC shall be entitled during such notice and cure period to pursue its rights and remedies with respect to the Subject Property pursuant to the terms of the Loan Documents and take any action it deems necessary or appropriate to protect its security as allowed under the Loan Documents.

5. All notices expressly provided hereunder to be given shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail. Any such notice or demand served by certified mail, return receipt requested, shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address stated below or at such other address of which said party shall have theretofore notified in

writing, as provided above, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time. Notices to be served hereunder shall be addressed to the appropriate address set forth below, or at such other place as the parties may from time to time designate in writing by ten (10) days prior written notice thereof:

If to the City:

CITY OF ST. GEORGE
Attn: City Attorney
175 E. 200 N.
St. George, Utah 84770

If to RMCRC:

ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION
Attn: President
64 East Winchester Street, Suite 230
Salt Lake City, Utah 84107

5. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without giving effect to conflicts of laws principles.

6. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

7. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with governing law. This Agreement has been negotiated by each of the parties (or their respective counsel), and the language of the Agreement shall not be construed for or against any particular party.

8. This Agreement constitutes the entire agreement and understanding of and between the parties in relation to matters described herein, and no statements, representations, inducements or promises other than as expressly set forth herein have been given or received by any of the parties (nor by their respective agents, employees, attorneys or representatives) in return for the same. All negotiations, oral conversations, statements, representations and/or agreements leading up to the execution of this Agreement are merged herewith and shall not be the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. No parole or extrinsic evidence may be used to contradict any of the terms of this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the parties hereto, and specifically state the intent of the parties to amend this Agreement.

[Signature Pages Follow]

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

THE CITY OF ST. GEORGE:

By: _____
Name: Jonathan T. Pike
Its: Mayor

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by Jonathan T. Pike who, being duly sworn, did say that he is the Mayor of The City of St. George, a Utah municipal corporation.

_____
Notary Signature and Seal

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:

_____
Bryan Pack, Assistant City Attorney

RMCRC:

ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation

By _____
Holly Montoya
Its: Lead Closing Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 25th day of June, 2019, by Holly Montoya, Lead Closing Manager of Rocky Mountain Community Reinvestment Corporation, a Utah nonprofit corporation.

_____
Notary Signature and Seal

DUSTY J REESE
Notary Public - State of Utah
Comm. No. 706712
My Commission Expires on
Jun 10, 2023

ACKNOWLEDGED AND CONSENTED to as of this ____ day of _____, 20___.

RIVERWALK VILLAGE DEVELOPMENT, LLC,
a Utah limited liability company

By: Riverwalk Village, LLC, a Utah limited liability company,
Its: Managing Member

By: Friends of Switchpoint, Inc., a Utah nonprofit corporation,
Its: Managing Member

By: _____
David Dangerfield, Chairman

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by David Dangerfield, the Chairman of Friends at Switchpoint, Inc., a Utah nonprofit corporation, the Managing Member of Riverwalk Village, LLC, a Utah limited liability company, the Managing Member of Riverwalk Village Development, LLC, a Utah limited liability company.

_____
NOTARY PUBLIC SIGNATURE AND SEAL

ACKNOWLEDGED AND CONSENTED to as of this ____ day of _____, 20___.

FRIENDS OF SWITCHPOINT, INC.,
a Utah nonprofit corporation

By: _____
David Dangerfield, Chairman

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by David Dangerfield, the Chairman of Friends at Switchpoint, Inc., a Utah nonprofit corporation.

EXHIBIT A

(Legal Description of the Subject Property)

PROPERTY located in Washington County, State of Utah, more particularly described as follows:

Beginning at a point being North 00°54’14” East 1,435.85 feet along the Section Line and East 2,951.27 feet from the South Quarter Corner of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and running; thence North 19°20’15” East 363.75 feet; thence northeasterly 141.61 feet along an arc of a 600.00 foot radius curve to the right (center bears South 70°39’45” East, long chord bears North 26°05’56” East 141.28 feet with a central angle of 13°31’22”); thence South 68°50’35” East 302.36 feet; thence southwesterly 247.90 feet along an arc of a 390.50 foot radius curve to the right (center bears North 78°43’59” West, long chord bears South 29°27’12” West 243.75 feet with a central angle of 36°22’20”); thence South 47°38’22” West 293.97 feet; thence North 68°50’35” West 136.73 feet to the point of beginning.

EXHIBIT B

(Loan Commitment)

ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION
-Your Premier Affordable Housing Lender Partnering with Utah Banks

ROCKY MOUNTAIN CRC
www.rmcrc.org

June 14, 2019

David Dangerfield
c/o Carol Hollowell
Friends of Switchpoint,Inc.
948 N. 1300 W.
St. George, UT 84770

RE: Term loan commitment for the proposed Riverwalk Village Apartments rent restricted multifamily property ("Project").

Dear David

Rocky Mountain Community Reinvestment Corporation ("Lender") is pleased to provide the attached Amended and Restated Loan Commitment ("Commitment") to Riverwalk Village Development, LLC ("Borrower") for term financing ("Loan") to be secured by the Project referenced above and any other security set forth in the Commitment.

Please review the Commitment, and contact the undersigned with any questions. Assuming you have no questions regarding the Commitment, please sign and submit all requested supporting documentation. The balance of the Commitment Fee of $22,415.00 and all other applicable fees will be due at construction loan closing.

We appreciate the opportunity of participating in this transaction and look forward to working with you.

Sincerely,

Natasha Pfeiffer
Loan Officer

LOAN COMMITMENT

Loan Commitment dated June 14, 2019, for the Project.

Borrower has been approved by Lender for a Loan on the terms and conditions set forth below:

Borrower: Riverwalk Village Development, LLC

Managing Member: Riverwalk Village, LLC

Project: Proposed multifamily project in one three-story building

Project Location: 2450 East Dinosaur Crossing Drive St George, Utah 84765

Purpose of Loan: Provide term financing for the Project restricted to serve low or moderate-income tenants.

Closing Date: The later of (a) the date mutually agreed upon by Lender and Borrower when the Loan Documents (as defined below) are executed, and (b) the date that all conditions precedent to the Loan have been satisfied or waived by Lender (the later of such dates being referred to herein as the "Closing Date").

Expiration Date: The earlier of July 28, 2021 or 24 months from the effective date of the LIHTC partnership agreement, being executed by Borrower and approved by Lender.

Terms & Conditions of the Loan

Loan	$1,953,970	$35,527 Loan Per Unit	
Origination Fee:	1.50%	$29,310	
Base Rate: 2.528%	Spread: 2.775%		Lock Margin: 0.240%
Loan Rate: *	5.543%	*(Base Rate + Spread + Lock Margin = Loan Rate)*	
Rate Adjustment:	None		
Maturity:	192 Months	Initial Fixed Rate Period:	16 Years
Amortization:	360 Months	*5% Open annually (non-cumulative) in any year*	
Prepayment Premium:	YM - Open Last 6 Months		
Total Permitted Subordinate Debt:	$1,663,935		

**The Loan was first approved by Lender on June 6, 2018 in the amount of $1,757,898 ("Original Loan") with an Origination Fee of 1.25% or $21,974. An Origination Fee of 1.5% or $2,940 will apply to the differnce between the Original Loan and the Loan, resulting in a total Origination Fee of $24,914.*

***Loan Rate:** The Loan Rate is equal to the current Base Rate, plus the Spread, plus the applicable Lock Margin as described in the Forward Rate Lock section.

Base Rate: The corresponding **Constant Maturity Treasury (Daily Treasury Yield Curve) rate** (interpolated as required) as published by the U.S. Department of the Treasury, as detailed in the table above.

Forward Rate Lock: Available for up to 24 months from the earlier of (a) July 28, 2019 and (b) the effective date of the LIHTC partnership agreement, being executed by Borrower and approved by Lender in exchange for an additional monthly margin added to the Base Rate ("Lock Margin"). The approved Lock Margin is as follows:

18 Months	0.180%
20 Months	0.200%
24 Months	0.240%
Friday, March 29, 2019	

Payment Schedule: Consecutive monthly principal and interest payments based upon the amortized term indicated above. The balance of principal, interest and any other accrued but unpaid fees or charges shall be due at Maturity as indicated above.

Loan-To-Value (LTV): Not to exceed 80.0% of the Project appraised value utilizing the restricted rent revenues in an appraisal acceptable to Lender

Recourse: Non-recourse, except for certain "carve out" provisions.

Affordability Requirements: LIHTC program rent restrictions as determined by the designated State Allocating Agency as detailed in the table below.

# Units	Description	AMI
3	1 Bedroom	25%
2	2 Bedroom	25%
2	3 Bedroom	25%
1	4 Bedroom	25%
7	1 Bedroom	45%
6	2 Bedroom	45%
7	3 Bedroom	45%
5	4 Bedroom	45%
2	1 Bedroom	50%
3	2 Bedroom	50%
2	3 Bedroom	50%
1	4 Bedroom	50%
5	1 Bedroom	Unrestricted
4	2 Bedroom	Unrestricted
3	3 Bedroom	Unrestricted
1	4 Bedroom	Unrestricted
1	1 Bedroom	25%

Other Rent Restrictions: No deed restriction shall survive foreclosure with the exception of the LIHTC 3-year de-control period, 6 HOME units, 8 NHTF units, and 42 units restricted by the City of St. George

UNDERWRITING

INCOME (55 Units)		RMCRC UNDERWRITTEN		
			Per Unit	%PGR
Gross Potential Rent	*Inflated at 0.0%*	$506,304	$9,206	100.0%
Less: Manager Unit		$0	$0	
Less: Physical Vacancy		($25,315)	$460	5.0%
Less: Credit Loss		$0	$0	0.0%
Less: Concessions		$0	$0	0.0%
Total Vacancy		**($25,315)**	$460	5.0%
Other Income		$8,250	$150	1.6%
Expense Recovery		$0	$0	0.0%
Commercial Income		$0	$0	0.0%
Less: Vacancy for Other Income Sources		$0	$0	0.0%
Effective Gross Income		**$489,239**	$8,895	

EXPENSES	*Inflated at 4.0%*			
			Per Unit	%EGI
Real Estate Taxes		$29,115	$529	6.0%
Property Insurance		$11,971	$218	2.4%
Utilities		$37,352	$679	7.6%
Repairs & Maintenance		$44,616	$811	9.1%
Property Management		$36,379	$661	7.4%
Payroll		$62,920	$1,144	12.9%
Advertising		$858	$16	0.2%
Administrative		$23,338	$424	4.8%
Other		$0	$0	0.0%
Other		$0	$0	0.0%
Replacement Reserves		$16,500	$300	3.4%
Total Expenses & Reserves		**$263,048**	$4,783	53.8%
NOI *(After Reserves)*		**$226,191**	$4,113	46.2%

	DEBT							
	LENDER	AMOUNT	BALANCE	RATE	AMORT			
H	**RMCRC**	$1,953,970	$1,953,970	5.543%	360	$133,766	$2,432	27.3%
H	OWHLF - HOME	$648,960	$648,960	1.500%	360	$26,876	$489	5.5%
H	OWHLF - NHTF	$664,975	$664,975	0.000%	360	$22,166	$403	4.5%
	TOTALS	**$3,267,905**	**$3,267,905**					

NET CASH FLOW (RMCRC ADS)	**$92,424**	$1,680	18.9%
NET CASH FLOW *(All Hard Debt ADS)*	**$43,382**	$789	8.9%
DEBT COVERAGE RATIO (RMCRC ADS)	**1.69**		
DEBT COVERAGE RATIO *(All Hard Debt ADS)*	**1.24**		

Capital Replacement Reserve: The ongoing Capital Replacement Reserve requirement to be funded monthly in conjunction with monthly Loan payments, as indicated in the underwriting table above.

The Capital Replacement Reserve funds shall be used for the items set forth in Lender's "Capital Replacement Reserve Analysis" (see attached Exhibit "A").

Debt Service and Operating Reserve: Lender will have an interest in the Debt Service and Operating Reserve ("Reserve Account"), but will waive the requirement to hold the Reserve Account provided that, on the Closing Date, and annually thereafter, Borrower certifies in writing to Lender that Borrower or its investor is holding a minimum of the greater of $25,000 or 6 months of debt service. Furthermore, funds cannot be disbursed from the Reserve Account without written consent from the investor.

Other Reserves: Lender may require additional reserves in its sole discretion depending on market conditions and transaction features.

Standard Loan Covenants: No entity or person that is or will have an equity interest in Borrower, or that is or will manage or control Borrower, can have or will have any equity interest in, or management or control over any business that sells, possesses, cultivates, manufactures, distributed or markets any controlled substance or other contraband (whether for commercial, medical or person purposes, and whether or not permitted under applicable state law), including but not limited to marijuana ("Prohibited Activities").

Tax & Insurance Reserves (Held by Lender / Agent):	***YES***	***1/12th Monthly***
Capital Replacement Reserve (Held by Lender / Agent):	***YES***	***Monthly***
Capital Replacement Reserve (Held by Borrower):	***NO***	**-**
Capital Replacement Reserve Initial Deposit:	***Not Applicable***	**-**
Operating Reserve (Held by Lender / Agent):	***NO***	**-**
Operating Reserve (Held by Borrower):	***YES***	***At Closing***
Minimum Project DCR Performance Covenant:	***Not Applicable***	**-**
Lead Based Paint O&M Plan:	***Not Applicable***	**-**
Asbestos O&M Plan:	***Not Applicable***	**-**
Borrower / Project Financial Statements:	***Self-Prepared Statements***	***Annually***
Sponsor / Developer Financial Statements:	***Self-Prepared Statements***	***If in Default***
Guarantor Financial Statements:	***Not Applicable***	**-**
IRS Form 8823 - Report of Noncompliance:	***If in Default***	***If Issued***
Verify Rent & Income Restrictions Compliance:	***YES***	***Annually***

Special Loan Covenants: NA

GENERAL REQUIREMENTS

Security: Security for the Loan shall include: (a) a lien of fee title to the Project; (b) an absolute assignment of all leases and rentals relating to the Project; (c) a perfected security interest in all furniture, fixtures, equipment and other personal property now owned or hereafter acquired by Borrower and located on or used on or in connection with the Project; and (d) such other security interests and liens as Lender may deem necessary or appropriate to secure the Loan in Lender's sole discretion.

All such liens, assignments and security interests of Lender shall be first in priority, and the land on which the Project is situated and the leases and rentals relating to the Project shall be free of other security interests or encumbrances (except as otherwise approved by Lender in writing).

Subordinate Financing: Allowed, subject to policy minimum Debt Coverage Ratio ("DCR") requirements and execution of Lender approved subordination agreement in the form attached hereto as Exhibit B. Borrower is required to ensure that any subordinate lender reviews and accepts Exhibit B in its entirety, including that all subordinate loan documents are junior to Lender's lien on the Project.

Escrows: Escrows required and will be held and controlled by Lender for property taxes and insurance as they become due.

CLOSING CONDITIONS & SUPPORTING DOCUMENTATION

Supporting Documentation: Borrower shall submit to Lender all applicable supporting documentation and information required or requested by Lender.

All submitted supporting documentation shall be true and accurate as of the date of submission to Lender. Borrower shall re-submit to Lender supporting documentation containing any material changes from the initial submission.

Loan Documentation: At or prior to the Closing Date, Borrower shall execute and deliver to Lender all documents, instruments and agreements (the "Loan Documents") necessary or appropriate in the sole judgment of Lender or its counsel to evidence and secure the Loan. The Loan Documents shall be prepared or reviewed by Lender's counsel and shall be in form and substance satisfactory to Lender and its counsel in their sole discretion, and will contain the usual and customary conditions, terms and provisions common to loans by Lender or other lenders of the nature of the Loan in addition to those enumerated specifically herein. Borrower is responsible for the costs of documenting the Loan, including Lender's attorneys' fees. Borrower approves using, and consents to the language contained in, the form Fannie Mae Multi-Family Loan and Security Agreement (and applicable riders and ancillary documents); provided, however, that nothing contained in this paragraph (a) obligates Lender to use the applicable form Fannie Mae documents, riders or ancillary documents relating to this

Loan, or (b) prohibits Lender from modifying the applicable form Fannie Mae documents, riders, or ancillary documents, in its sole discretion, relating to this Loan.

Title and Title Insurance: Borrower shall furnish at its sole cost in a form and with a company acceptable to Lender in its sole discretion a mortgagee's ALTA or comparable extended coverage title insurance policy insuring the deed of trust as a first lien on the Project, subject only to those exceptions to title that are acceptable to Lender in its sole discretion. Borrower shall also furnish Lender with such additional endorsements as Lender, in its sole discretion, deems necessary or appropriate to protect its security. Prior to the Closing Date, all taxes and assessments affecting the Project shall have been paid and discharged by Borrower, whether or not payable in installments or constituting a lien against the Project.

Survey: Borrower shall furnish at its sole cost a current as-built survey by a registered surveyor acceptable to Lender in its sole discretion describing the outlines of the Property by metes and bounds and showing the location of all improvements (existing and proposed), easements, encroachments and rights-of-way. The Survey shall conform to the minimum standard detail requirements for land surveys as most recently adopted by ALTA and ACSM. The Survey shall be amended and re-dated from time to time and additional surveys furnished, all as may be requested or required by Lender. The state of facts shown on the Survey shall at all times be satisfactory to and approved by Lender.

Environmental Reporting: Lender requires submission of industry standard environmental due diligence information, typically consisting at a minimum of a Phase I Environmental Assessment ("ESA") and Lender Environmental Questionnaire(s). The form and content of all environmental due diligence information along with the associated findings must be acceptable to Lender in its sole and absolute discretion prior to the Closing Date.

Appraisal: An appraisal (the "Appraisal") of the Project based on the completion of the Project in accordance with the plans and specifications (in the case of new construction) and occupancy at the appraiser's projected stabilized level. The Appraisal will be prepared for Lender by an independent appraiser who is satisfactory to Lender in its sole discretion and who meets all appropriate certification, licensing, and other requirements of Lender. At Lender's option, the Appraisal will be reviewed internally or by another appraiser acceptable to Lender to verify the contents thereof. Such review may include other factors which Lender or the reviewer considers material to the valuation of the Project. The review of the Appraisal by Lender or its reviewer shall be conclusive in determining the value of the Project.

Project Management: The professional property management company must have proven experience – managing rent restricted multifamily rental projects similar to the Project and must be approved by Lender in its sole discretion.

Lease Agreement Form: Lender requires any residential or commercial lease agreements with respect to leasing of units within the Project to be on industry standard lease agreement forms for units of this type in locality of the Project.

Tri-Party Agreement: A Tri-party Agreement is required by Borrower's construction lender. Tri-Party Agreement must be mutually agreed upon by Lender, Borrower and Borrower's construction lender and is a condition precedent to closing.

Additional Conditions:

1. Lender's representative shall have inspected the Project not more than ninety days prior to the Closing Date (unless otherwise noted), which inspection shall not have identified any material difference between the actual Project improvements and the Project improvements described in Lender's credit request, the Appraisal, and if applicable, those required by the tax credit covenants.

2. Without Lender's advance written consent, Borrower shall not have recorded or permitted to be recorded any documents encumbering the Project (including, without limitation, easements) after the execution of the Commitment by Borrower other than the Lender-approved documents evidencing any subordinate debt referenced herein, or any tax credit covenants referenced herein.

3. Prior to the Closing Date, radon testing must be conducted on not less than 10 percent of any residential ground floor units, but not less than one unit in each applicable building. If radon testing indicates radon concentration higher than 4 pico curies per liter of air (4 pCI/L), further action will need to be taken to reduce concentration to below 4 pCI/L.

4. Lender shall order and receive an EDR Loan Check® Plus Report ("EDR") within 90 days of the Closing Date. The associated findings of the EDR must not vary materially from those stated in the accepted Phase I ESA.

Completion and Stabilization Requirements:

In the case of a forward commitment or delayed funding of the closed Loan, Lender will have no obligation to fund unless the following have occurred.

1. The Project shall be completely constructed and shall have achieved physical occupancy of 90% or more of the units for three consecutive months prior to the date of funding.

2. The Project shall have achieved a pro-forma DCR of 1.20:1 on the Loan and 1.15:1 on the Loan plus the other subordinate debt described herein for not less than three consecutive months prior to the date of funding based upon actual revenues and underwritten expenses (as set forth herein) or, in Lender's sole discretion, actual property taxes evidenced by a current tax assessment, insurance premiums evidenced by a current invoice from insurer, and management expense evidenced by a current executed property management contract. DCR shall mean, in respect of any fiscal year of Borrower, the ratio of (i) net operating income (the Property's gross income, plus miscellaneous income, less underwritten operating expenses, including, without limitation, Capital Replacement Reserve (as described herein), accrued expenses not yet paid, and excluding extraordinary gains and losses), to (ii) the annual principal and interest payments required by the referenced Loan(s).

Fees and Expenses:

Borrower must enclose herewith the Commitment Fee. Borrower acknowledges that it is responsible for all applicable fees and Lender's fees and expenses (including attorneys' fees) incurred in connection with loan origination, negotiation, documentation and enforcement, including but not limited to the Origination Fee set forth above, loan document preparation fee, tri-party processing fee, Appraisal review fee, completion certificate fee and all other third-party fees and Lender's expenses.

Payment of fees and Lender's out-of-pocket expenses shall be nonrefundable. All fees due to Lender shall be considered earned upon incurrence by Lender.

If the Commitment is signed but not closed, for any reason other than Lender's failure to close, then the Commitment Fee shall be deemed fully earned and shall be retained by Lender.

If the Loan is funded, then the Commitment Fee will be credited to Borrower's Origination Fee.

AUTHORIZATIONS, DISCLOSURES AND ACKNOWLEDGEMENTS

Authorization: The undersigned authorizes Lender to gather all consumer and business information, including without limitation, obtaining consumer and business credit reports on the undersigned and each of its owners and/or principals, and any affiliates thereof, to verify the accuracy of the information provided herein, to determine the creditworthiness of the undersigned, and such other matters as may be relevant to the request for credit and continued borrowing relationship of the undersigned and Lender. The undersigned further requests and authorizes all creditors and all consumer and business reporting agencies to furnish such information to Lender.

The undersigned acknowledges that Lender may, at any time in its sole discretion, disclose the status of the proposed credit transaction and the credit data and other information concerning or relating to the undersigned or the proposed credit transaction to referral sources, vendors, loan participants, other lenders, agents and affiliates of the undersigned or Lender, and hereby authorizes Lender to make such disclosures.

Termination: Lender may terminate the obligation to the Loan Commitment if, prior to the Closing Date, any of the following events occur:

1. Borrower fails to comply with any of the provisions or conditions to be performed by it pursuant to this Commitment or fails to provide Lender with any documents or information requested by Lender pursuant to this Commitment within 15 calendar days of receiving written notice from Lender of the unreasonable delay;

2. Borrower or any member of Borrower commences any action or proceeding under any applicable bankruptcy, reorganization, arrangement of debt, insolvency or receivership laws providing for the relief of debtors, or makes an assignment for the benefit of creditors;

3. any action or proceeding set forth in 2 above shall be instituted against Borrower or any member of Borrower;

4. any legal proceeding shall be instituted by or against Borrower or any member of Borrower for its liquidation, winding-up or dissolution;

5. any damage is sustained to the Project or any litigation or other action is commenced or threatened relating to the Project which shall not have been repaired, restored or resolved to Lender's satisfaction in Lender's sole discretion;

6. the Project, or any part thereof, is taken in a condemnation or like proceeding or any such proceeding is pending as of the Closing Date;

7. Lender or its counsel disapproves of Borrower's title to the Project or any liens or encumbrances affecting the Project in their sole discretion;

8. Borrower fails to pay the fees and expenses provided for in the Commitment;

9. in Lender's sole discretion, (a) Borrower fails to disclose or misrepresents material information relating to Borrower, the Project or the Loan, (b) Borrower undergoes any material adverse change between the date hereof and closing, including but not limited to a change in the business, assets, operations, performance, property, or condition (financial or otherwise), (c) the property undergoes any material change between the date hereof and closing, including but not limited to value, use, zoning or other restrictions or government issues, construction or development issues, and/or lease or rent issues, or (d) there has occurred a material disruption or material adverse change in financial, banking, real estate or market conditions that could materially impair the Loan, the Project, or Lender's ability to be made whole under the Loan;

10. The disclosure of any information which, in Lender's sole opinion, would (a) materially impair the ability of Borrower to perform under the terms and conditions of the Commitment or the Loan Documents, (b) materially and adversely affect the value of the Project, or (c) materially and adversely affect Lender's rights to, or its ability to realize upon, the Project.

11. Borrower fails to comply with the Standard Loan Covenant regarding Prohibited Activities.

12. The Expiration Date has occurred.

New Loans / Accounts: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity opening an account or establishing a credit relationship with the financial institution, as well as certain persons affiliated therewith.

What this means to Borrower: Lender will ask for information about the borrowing entity, including its tax identification number, address, and documents evidencing legal incorporation, formation or existence, and Borrower agrees to provide such requested information to Lender. Lender may also request similar information about borrowing entity owners, directors and executive officers, and Borrower agrees to provide such requested information to Lender.

Appraisal Notice: In the event Lender commissions an appraisal report to be used in connection with the Project, Borrower is hereby advised and acknowledges that the sole purpose of such appraisal is to establish the adequacy of the Project as security for the Loan. Lender makes no representation or warranty as to the market value of the Project or its improvements.

Acknowledgements: The undersigned acknowledges that Lender will rely or has relied upon the information set forth in the Commitment and all documents, attachments and other information requested by and furnished to Lender in connection therewith.

No Fiduciary: Lender is not advising Borrower as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Lender has no fiduciary or advisement relationship to Borrower, the relationship being that of lender/borrower. The transactions described

herein and contemplated hereby are arms'-length commercial transactions, and Lender is acting solely in its own interests. Borrower shall consult with its own advisors and attorneys concerning the matters described herein and contemplated hereby and be responsible for making its own independent investigations and decisions, and Lender shall have no responsibility or liability to Borrower with respect thereto.

Indemnification: Borrower agrees (a) to indemnify and hold harmless Lender and its affiliates and their respective officers, directors, employees, advisors, affiliates, attorneys and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of or in connection with this Commitment, the Project, the Loan, the use of the proceeds thereof or any related transaction or any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto and whether commenced by you or by any third party, and to reimburse each indemnified person upon demand for any legal or other expenses incurred in connection with investigating or defending any of the foregoing; provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final, non-appealable judgment of a court to arise from the willful misconduct or gross negligence of such indemnified person, and (b) to reimburse Lender and its affiliates on demand for all out-of-pocket expenses (including due diligence expenses, consultant's fees and expenses, travel expenses, and reasonable fees, charges and disbursements of counsel) incurred in connection with the Loan, any related documentation (including this Commitment and the definitive financing documentation) or the administration, amendment, modification or waiver thereof. Borrower agrees that no indemnified person shall have any liability (whether direct or indirect, in contract or tort, or otherwise) to Borrower or its affiliates or to their respective equity holders or creditors arising out of, or related to or in connection with any aspect of the transactions contemplated hereby, except to the extent such liability is determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such indemnified party's own gross negligence or willful misconduct. Neither Borrower nor any indemnified person shall be liable for any special, indirect, consequential, exemplary or punitive damages in connection with the Loan or its activities related thereto.

Governing Law: This Commitment shall be governed by and construed in accordance with the internal laws (without regard to the conflict of laws provisions) of the State of Utah, but giving effect to federal laws applicable to national banks. Borrower consents to the exclusive jurisdiction and venue of the state or federal courts located in Salt Lake County, Utah. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, (a) any right it may have to a trial by jury in any suit, action, proceeding, claim or counterclaim by or on behalf of any party arising out of or relating to this Commitment, the transactions contemplated hereby, or the performance of services hereunder (whether based on contract, tort or any other theory) and (b) any objection that it may now or hereafter have to the laying of venue of any such legal proceeding in the state or federal courts located in Salt Lake County, Utah.

Confidentiality: This Commitment is delivered on the understanding that neither this Commitment nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person (including, without limitation, other potential providers or arrangers of financing) except (a) to Borrower's directors, officers, agents, attorneys, accountants and advisors who are directly involved in the consideration of this matter and for whom Borrower shall be responsible for any breach by any one of them of this confidentiality undertaking or (b) as may be compelled in a judicial or administrative proceeding or as otherwise required by law (in which case Borrower agrees to inform Lender promptly thereof).

Survival: The reimbursement, indemnification, confidentiality, governing law, consent to jurisdiction and venue, and waiver of right to jury trial provisions contained herein and any other provision herein or therein which by its terms expressly survives the termination of this Commitment shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment or Lender's commitment hereunder**.**

ANTICIPATED TIMELINE

Timely Performance: Borrower and Lender agree that time is of the essence and that all obligations under this Commitment shall be timely performed.

This Commitment shall only be valid and in force and effect after July 28, 2019, unless on or before said date Borrower has accepted the terms and conditions of this Commitment in the manner set forth below.

Borrower's acceptance of this Commitment is to be evidenced by signing and dating the enclosed and delivering it, together with the Commitment Fee and all other applicable fees, to Lender at the address set forth above.

Agreed to and accepted as of June 20, **2019,**

LENDER: **ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION,**
a Utah nonprofit corporation

By: Holly Montoya
Its: Lead Closing Manager

BORROWER **RIVERWALK VILLAGE DEVELOPMENT, LLC,**
a Utah limited liability company

By: Riverwalk Village, LLC.,
a Utah limited liability company
Its: Managing Member

By: Friends of Switchpoint, Inc.,
a Utah nonprofit corporation
Its: Managing Member

By: David Dangerfield
Its: Chairman

Capital Replacement Reserve Analysis

March 29, 2019

Property Name:	Riverwalk
Construction Completion:	2021
Total Number of Units:	55
Number of Buildings:	1
Inflation Rate:	3.0%
Interest Rate on Reserve Account:	0.1%

Loan Funding Year / Current Year:	2019
Loan Maturity:	16 Years
Loan Maturity Year:	2035
Underwritten Reserves / Unit:	$300
Property Age:	Years
Initial Reserve or Existing Reserve:	$0

EUL: Estimated Useful Life
AGE: Actual Age of the Item
RUL: Remaining Useful Life

* Surplus identified from a prior year for a specific line item may be utilized for that line item in any subsequent year. Surplus can be used in another line item only upon mutual agreement with Lender.

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Current Balance / Unit	$75	$343	$543	$753	$786	$1,019	$1,263	$1,297	$1,345	$726	$804	$898	$1,010	$1,142	$1,162
Projected Increases / Unit	$300	$309	$319	$329	$339	$351	$363	$376	$390	$405	$421	$438	$456	$475	$496
Approved Reserve / Unit	$300														

ITEM*	EUL	AGE	RUL	$0 2019	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	ITEM TOTAL
Roof Systems	25	0	25	$0										$19,202						$19,202
Furnace / Heat Pump	10	0	10	$0								$3,300	$3,300	$3,300	$3,300	$3,300	$3,300	$3,300	$3,300	$26,400
Air Conditioning Unit	10	0	10	$0								$3,300	$3,300	$3,300	$3,300	$3,300	$3,300	$3,300	$3,300	$26,400
Water Heater / Boiler	10	0	10	$0								$1,375	$1,375	$1,375	$1,375	$1,375	$1,375	$1,375	$1,375	$11,000
Major Interior Appliances	10	0	10	$0								$3,850	$3,850	$3,850	$3,850	$3,850	$3,850	$3,850	$3,850	$30,800
Drives / Parking / Sidewalks	20	0	20	$0										$6,955					$6,955	$13,910
Exterior Stairs / Guardrails / Balconies	15	0	15	$0																$0
Plumbing	20	0	20	$0																$0
Electrical	20	0	20	$0																$0
Doors / Windows	15	0	15	$0																$0
Miscellaneous				$0					$10,000					$10,000						$20,000
Cabinets	20	0	20	$0																$0
Flooring	3	0	3	$0			$4,125	$4,125	$4,125	$4,125	$4,125	$4,125	$4,125	$4,125	$4,125	$4,125	$4,125	$4,125	$4,125	$53,625
Painting	2	0	2	$0		$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$30,800
Exterior Finishes	15	0	15	$0																$0
Fences / Walls / Signage / Landscaping	20	0	20	$0																$0
CASH REQUIREMENTS					$0	$2,200	$6,325	$6,325	$16,325	$6,325	$6,325	$18,150	$18,150	$54,307	$18,150	$18,150	$18,150	$18,150	$25,105	
Inflation Factor					0.00%	3.00%	3.09%	3.18%	3.28%	3.38%	3.48%	3.58%	3.69%	3.80%	3.91%	4.03%	4.15%	4.28%	4.41%	
BUDGETED RESERVE (After Inflation)					**$0**	**$2,266**	**$6,520**	**$6,526**	**$16,860**	**$6,539**	**$6,545**	**$18,800**	**$18,820**	**$56,371**	**$18,860**	**$18,882**	**$18,904**	**$18,926**	**$26,211**	
ANNUAL RESERVE COLLECTIONS (Year 1 Includes Initial Deposit)					$4,125	$16,995	$17,520	$18,078	$18,670	$19,301	$19,972	$20,687	$21,451	$22,266	$23,138	$24,070	$25,070	$26,142	$27,294	
Interest Earned					$2	$8	$9	$9	$9	$10	$10	$10	$11	$11	$12	$12	$13	$13	$14	
TOTAL DISBURSEMENTS IN THE CURRENT YEAR					$0	($2,266)	($6,520)	($6,526)	($16,860)	($6,539)	($6,545)	($18,800)	($18,820)	($56,371)	($18,860)	($18,882)	($18,904)	($18,926)	($26,211)	$241,030
CUMULATIVE RESERVE BALANCE / (SHORTFALL)					**$4,127**	**$18,865**	**$29,873**	**$41,434**	**$43,253**	**$56,025**	**$69,462**	**$71,360**	**$74,001**	**$39,908**	**$44,196**	**$49,397**	**$55,576**	**$62,805**	**$63,901**	

Notes

RMCRC Initial: _____ Borrower Initial: _____

EXHIBIT B
Lender subordination agreement template

After Recording, please return to

Lead Closing Manager
Rocky Mountain Community Reinvestment
Corporation
64 East Winchester Street, Suite 230
Salt Lake City, Utah 84107

Tax Parcel I.D. No. _____

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement") is effective as of the __ day of _____, 20__, by and between _____ ("Subordinated Lender") and ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION, a Utah nonprofit corporation ("RMCRC").

RECITALS

A. _____ ("Borrower"), owns or will own certain real property located in _____, State of _____, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (together will all improvements located thereon, the "Subject Property").

B. Borrower has requested that RMCRC lend Borrower the sum of _____ ($_____) (the "Subject Property Loan") for financing of or relating to the Subject Property, such obligation to be evidenced by a certain [name of Promissory Note] (the "Note") dated as of even date herewith, and secured by, among other things, a first lien covering the Subject Property, evidenced by a [name of Deed of Trust] (the "Deed of Trust") dated as of even date herewith, and executed by the Borrower in favor of RMCRC. The Note, Deed of Trust, and all other documents evidencing, securing or relating to the Subject Property Loan are hereinafter collectively referred to as the "Loan Documents."

C. Subordinated Lender is the beneficiary under that certain [name of Trust Deed]s dated as of _____, 20__, executed by Borrower, as Trustor, and recorded in the official records of the Recorder's Office of _____ County, State of _____ (the "_____ County Recorder's Office"), on _____ as Entry No. _____, at Book _____, Pages _____ (the "Subordinated Lender Trust Deed").

D . The Subordinated Lender Trust Deed, together with that certain [name of Deed Restriction] dated as of _____, 20__, executed in connection therewith and recorded in the official records of the _____ County Recorder's Office on _____ as Entry No. _____, at Book _____, Pages _____ (the "Deed Restriction") encumber the Subject Property and secure indebtedness to the Subordinated Lender under that certain [name of Trust Deed Note] dated as of _____, 20__ in the original principal sum of

TEMPLATE

_____ ($_____) (the "Subordinated Lender Note"). The Subordinated Lender Note, the Subordinated Lender Trust Deed, the Deed Restriction and all other documents evidencing, securing or relating to the Subordinated Lender Note are collectively referred to as the "Subordinated Lender Loan Documents."

E. In connection with the Subject Property Loan to Borrower from RMCRC, Borrower has agreed to procure this Agreement to be executed by the Subordinated Lender and delivered to RMCRC.

F. It is a condition precedent to RMCRC making the Subject Property Loan that the Subject Property Loan shall be and remain at all times prior and superior to any indebtedness owed by Borrower to Subordinated Lender, and that the Deed of Trust and the security interests and all other rights granted under the Loan Documents shall be and remain at all times a first position lien or charge upon the Subject Property prior and superior to any lien or charge of the Subordinated Lender, including but not limited as relates to the Subordinated Lender Trust Deed, the Deed Restriction (except as provided herein) and all other Subordinated Lender Loan Documents, in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust and any other Loan Document securing the Note in favor of RMCRC, and any renewals or extensions thereof, shall unconditionally be and remain at all times a first priority lien or charge on the Subject Property and any other property therein described, prior and superior to any lien or charge of the Subordinated Lender, including but not limited as relates to the Subordinated Lender Trust Deed, the Deed Restriction [(except as provided in the subsequent sentence)] and to any claim to such property by Subordinated Lender. [Notwithstanding anything to the contrary in this Agreement, including the immediately preceding sentence, the restrictions contained in the _____ applicable to the _____ units referenced therein] shall not be subject to this Agreement nor subordinate to RMCRC's Loan Documents.

2. RMCRC would not make its loan above-described or disburse funds thereafter without this Agreement.

3. This Agreement shall (a) be the whole and only agreement with regard to the subordination of the lien or charge of the Subordinated Lender Trust Deed, any other lien or charge by the Subordinated Lender, or the lien or charge of the Deed Restriction to the Deed of Trust and the other Loan Documents; and (b) supersede and cancel, but only insofar as would affect the priority between the documents hereinbefore specifically described, any prior agreements as to such subordination.

Subordinated Lender declares, agrees, and acknowledges that:

a. RMCRC may, without affecting the subordination of the Subordinated Lender Loan Documents, among other things: (1) release or compromise any obligation in the Loan Documents, (2) release its liens in, or

TEMPLATE

surrender, release or permit any substitution or exchange of all or any part of any properties, including the Subject Property, securing repayment of the Note, (3) retain or obtain a lien in any other property to further secure payment of the Note, or (4) exercise any remedies available under the Deed of Trust, the other Loan Documents or applicable law, including but not limited to foreclosure and sale of the Subject Property. Notwithstanding the foregoing, RMCRC shall not, without the prior written consent of the Subordinated Lender, increase the loan amount or increase the payments due under the Loan Documents with the exception of protective payments authorized by RMCRC's Deed of Trust, decrease the term under the Loan Documents, or increase the interest rate under the Loan Documents.

b. It intentionally and unconditionally subordinates the lien or charge of the Subordinated Lender Trust Deed and the Deed Restriction (except as otherwise provided herein) in favor of the lien or charge upon the Subject Property set forth in the Loan Documents, and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made under the Loan Documents and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for the reliance upon this subordination and this Agreement.

4. All notices expressly provided hereunder to be given shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail. Any such notice or demand served by certified mail, return receipt requested, shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address stated below or at such other address of which said party shall have theretofore notified in writing, as provided above, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time. Notices to be served hereunder shall be addressed to the appropriate address set forth below, or at such other place as the parties may from time to time designate in writing by ten (10) days prior written notice thereof:

If to Subordinated Lender:

If to RMCRC:

ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION
Attn: President
64 East Winchester Street, Suite 230
Salt Lake City, Utah 84107

5. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without giving effect to conflicts of laws principles.

TEMPLATE

6. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

7. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with governing law. This Agreement has been negotiated by each of the parties (or their respective counsel), and the language of the Agreement shall not be construed for or against any particular party.

8. This Agreement constitutes the entire agreement and understanding of and between the parties in relation to matters described herein, and no statements, representations, inducements or promises other than as expressly set forth herein have been given or received by any of the parties (nor by their respective agents, employees, attorneys or representatives) in return for the same. All negotiations, oral conversations, statements, representations and/or agreements leading up to the execution of this Agreement are merged herewith and shall not be the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. No parole or extrinsic evidence may be used to contradict any of the terms of this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the parties hereto, and specifically state the intent of the parties to amend this Agreement.

[Signature Pages Follow]

TEMPLATE

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

SUBORDINATED LENDER:

By: _____
Name:
Its:

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ who, being duly sworn, did say that he is the _____ of _____.

_____
Notary Signature and Seal

TEMPLATE

RMCRC: **ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION**, a Utah nonprofit corporation

By _____
Holly Montoya
Its: Lead Closing Manager

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by Holly Montoya, Lead Closing Manager of Rocky Mountain Community Reinvestment Corporation, a Utah nonprofit corporation.

_____
Notary Signature and Seal

TEMPLATE

ACKNOWLEDGED AND CONSENTED to as of this ____ day of _____, 20___.

BORROWER:

By: _____
Name:
Its:

STATE OF _____)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____, the _____ of _____.

_____
NOTARY PUBLIC SIGNATURE AND SEAL

TEMPLATE

EXHIBIT A

(Legal Description of the Subject Property)

4839-9339-5548, v. 1

TEMPLATE

EXHIBIT C

(Form of RMCRC Deed of Trust)

Tax Parcel Identification Number: _____

Prepared by, and after recording
return to:
_____
_____
_____
_____

**MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING**

(UTAH)

TEMPLATE

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MULTIFAMILY DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT
AND FIXTURE FILING

This MULTIFAMILY DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "**Security Instrument**") dated as of _____, is executed by **[IF BORROWER IS AN ENTITY:** _____, a _____ organized and existing under the laws of _____**]** **OR [IF BORROWER IS AN INDIVIDUAL:** _____, a **[married][single]** individual**]**, as grantor ("**Borrower**"), to _____, as trustee ("**Trustee**"), for the benefit of _____, a _____ organized and existing under the laws of _____, as beneficiary/grantee, whose address is _____ ("**Lender**").

Borrower, in consideration of (i) the loan in the original principal amount of $_____ (the "**Mortgage Loan**") evidenced by that certain Multifamily Note dated as of the date of this Security Instrument, executed by Borrower and made payable to the order of Lender (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "**Note**"), (ii) that certain Multifamily Loan and Security Agreement dated as of the date of this Security Instrument, executed by and between Borrower and Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), and (iii) the trust created by this Security Instrument, and to secure to Lender the repayment of the Indebtedness (as defined in this Security Instrument), and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents (as defined in the Loan Agreement), excluding the Environmental Indemnity Agreement (as defined in this Security Instrument), irrevocably and unconditionally mortgages, grants, warrants, conveys, bargains, sells, and assigns to Trustee, in trust, for benefit of Lender, with power of sale and right of entry and possession, the Mortgaged Property (as defined in this Security Instrument), including the real property located in _____ County, State of Utah, and described in Exhibit A attached to this Security Instrument and incorporated by reference (the "**Land**"), to have and to hold such Mortgaged Property unto Trustee and Trustee's successors and assigns, forever; Borrower hereby releasing, relinquishing and waiving, to the fullest extent allowed by law, all rights and benefits, if any, under and by virtue of the homestead exemption laws of the Property Jurisdiction (as defined in this Security Instrument), if applicable.

Borrower represents and warrants that Borrower is lawfully seized of the Mortgaged Property and has the right, power and authority to mortgage, grant, warrant, convey, bargain, sell,

TEMPLATE

and assign the Mortgaged Property, and that the Mortgaged Property is not encumbered by any Lien (as defined in this Security Instrument) other than Permitted Encumbrances (as defined in this Security Instrument). Borrower covenants that Borrower will warrant and defend the title to the Mortgaged Property against all claims and demands other than Permitted Encumbrances.

Borrower, and by their acceptance hereof, each of Trustee and Lender covenants and agrees as follows:

1. Defined Terms.

Capitalized terms used and not specifically defined herein have the meanings given to such terms in the Loan Agreement. All terms used and not specifically defined herein, but which are otherwise defined by the UCC, shall have the meanings assigned to them by the UCC. The following terms, when used in this Security Instrument, shall have the following meanings:

"**Condemnation Action**" means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

"**Enforcement Costs**" means all expenses and costs, including reasonable attorneys' fees and expenses, fees and out-of-pocket expenses of expert witnesses and costs of investigation, incurred by Lender as a result of any Event of Default under the Loan Agreement or in connection with efforts to collect any amount due under the Loan Documents, or to enforce the provisions of the Loan Agreement or any of the other Loan Documents, including those incurred in post-judgment collection efforts and in any bankruptcy or insolvency proceeding (including any action for relief from the automatic stay of any bankruptcy proceeding or Foreclosure Event) or judicial or non-judicial foreclosure proceeding, to the extent permitted by law.

"**Environmental Indemnity Agreement**" means that certain Environmental Indemnity Agreement dated as of the date of this Security Instrument, executed by Borrower to and for the benefit of Lender, as the same may be amended, restated, replaced, supplemented, or otherwise modified from time to time.

"**Environmental Laws**" has the meaning set forth in the Environmental Indemnity Agreement.

"**Event of Default**" has the meaning set forth in the Loan Agreement.

"**Fixtures**" means all Goods that are so attached or affixed to the Land or the Improvements as to constitute a fixture under the laws of the Property Jurisdiction.

"**Goods**" means all of Borrower's present and hereafter acquired right, title and interest in all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including

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inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements.

"**Imposition Deposits**" means deposits in an amount sufficient to accumulate with Lender the entire sum required to pay the Impositions when due.

"**Impositions**" means

(a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Mortgaged Property;

(b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance and such other insurance as Lender may require under the Loan Agreement;

(c) Taxes; and

(d) amounts for other charges and expenses assessed against the Mortgaged Property which Lender at any time reasonably deems necessary to protect the Mortgaged Property, to prevent the imposition of liens on the Mortgaged Property, or otherwise to protect Lender's interests, all as reasonably determined from time to time by Lender.

"**Improvements**" means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements, facilities, and additions and other construction on the Land.

"**Indebtedness**" means the principal of, interest on, and all other amounts due at any time under the Note, the Loan Agreement, this Security Instrument or any other Loan Document (other than the Environmental Indemnity Agreement and Guaranty), including Prepayment Premiums, late charges, interest charged at the Default Rate, and accrued interest as provided in the Loan Agreement and this Security Instrument, advances, costs and expenses to perform the obligations

TEMPLATE

of Borrower or to protect the Mortgaged Property or the security of this Security Instrument, all other monetary obligations of Borrower under the Loan Documents (other than the Environmental Indemnity Agreement), including amounts due as a result of any indemnification obligations, and any Enforcement Costs.

"**Land**" means the real property described in Exhibit A.

"**Leases**" means all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including proprietary leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals thereof.

"**Lien**" means any claim or charge against property for payment of a debt or an amount owed for services rendered, including any mortgage, deed of trust, deed to secure debt, security interest, tax lien, any materialman's or mechanic's lien, or any lien of a Governmental Authority, including any lien in connection with the payment of utilities, or any other encumbrance.

"**Mortgaged Property**" means all of Borrower's present and hereafter acquired right, title and interest, if any, in and to all of the following:

(a) the Land;

(b) the Improvements;

(c) the Personalty;

(d) current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(e) insurance policies relating to the Mortgaged Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirements;

(f) awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Mortgaged Property caused by governmental action that does not result in a Condemnation Action, or (3) the total or partial taking of the Land,

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the Improvements, the Personalty, or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(g) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty, or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(h) Leases and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents;

(i) earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Mortgage Loan and, if Borrower is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(j) Imposition Deposits;

(k) refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(l) tenant security deposits;

(m) names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;

(n) Collateral Accounts and all Collateral Account Funds;

(o) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

(p) all of Borrower's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

"**Permitted Encumbrance**" means only the easements, restrictions and other matters listed in a schedule of exceptions to coverage in the Title Policy and Taxes for the current tax year that are not yet due and payable.

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"**Personalty**" means all of Borrower's present and hereafter acquired right, title and interest in all Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

"**Prepayment Premium**" has the meaning set forth in the Loan Agreement.

"**Property Jurisdiction**" means the jurisdiction in which the Land is located.

"**Rents**" means all rents (whether from residential or non-residential space), revenues and other income from the Land or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Mortgaged Property, whether now due, past due, or to become due, and tenant security deposits.

"**Software**" means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include any computer program that is included in the definition of Goods.

"**Taxes**" means all taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, may become a lien, on the Land or the Improvements or any taxes upon any Loan Document.

"**Title Policy**" has the meaning set forth in the Loan Agreement.

"**UCC**" means the Uniform Commercial Code in effect in the Property Jurisdiction, as amended from time to time.

"**UCC Collateral**" means any or all of that portion of the Mortgaged Property in which a security interest may be granted under the UCC and in which Borrower has any present or hereafter acquired right, title or interest.

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2. Security Agreement; Fixture Filing.

(a) To secure to Lender, the repayment of the Indebtedness, and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Borrower contained in the Loan Documents, Borrower hereby pledges, assigns, and grants to Lender a continuing security interest in the UCC Collateral. This Security Instrument constitutes a security agreement and a financing statement under the UCC. This Security Instrument also constitutes a financing statement pursuant to the terms of the UCC with respect to any part of the Mortgaged Property that is or may become a Fixture under applicable law, and will be recorded as a "fixture filing" in accordance with the UCC. Borrower hereby authorizes Lender to file financing statements, continuation statements and financing statement amendments in such form as Lender may require to perfect or continue the perfection of this security interest without the signature of Borrower. If an Event of Default has occurred and is continuing, Lender shall have the remedies of a secured party under the UCC or otherwise provided at law or in equity, in addition to all remedies provided by this Security Instrument and in any Loan Document. Lender may exercise any or all of its remedies against the UCC Collateral separately or together, and in any order, without in any way affecting the availability or validity of Lender's other remedies. For purposes of the UCC, the debtor is Borrower and the secured party is Lender. The name and address of the debtor and secured party are set forth after Borrower's signature below which are the addresses from which information on the security interest may be obtained.

(b) Borrower represents and warrants that: (1) Borrower maintains its chief executive office at the location set forth after Borrower's signature below, and Borrower will notify Lender in writing of any change in its chief executive office within five (5) days of such change; (2) Borrower is the record owner of the Mortgaged Property; (3) Borrower's state of incorporation, organization, or formation, if applicable, is as set forth on Page 1 of this Security Instrument; (4) Borrower's exact legal name is as set forth on Page 1 of this Security Instrument; (5) Borrower's organizational identification number, if applicable, is as set forth after Borrower's signature below; (6) Borrower is the owner of the UCC Collateral subject to no liens, charges or encumbrances other than the lien hereof; (7) except as expressly provided in the Loan Agreement, the UCC Collateral will not be removed from the Mortgaged Property without the consent of Lender; and (8) no financing statement covering any of the UCC Collateral or any proceeds thereof is on file in any public office except pursuant hereto.

(c) All property of every kind acquired by Borrower after the date of this Security Instrument which by the terms of this Security Instrument shall be subject to the lien and the security interest created hereby, shall immediately upon the acquisition thereof by Borrower and without further conveyance or assignment become subject to the lien and security interest created by this Security Instrument. Nevertheless, Borrower shall execute, acknowledge, deliver and record or file, as appropriate, all and every such further deeds of trust, mortgages, deeds to secure debt, security agreements, financing statements, assignments and assurances as Lender shall

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require for accomplishing the purposes of this Security Instrument and to comply with the rerecording requirements of the UCC.

3. Assignment of Leases and Rents; Appointment of Receiver; Lender in Possession.

(a) As part of the consideration for the Indebtedness, Borrower absolutely and unconditionally assigns and transfers to Lender all Leases and Rents. It is the intention of Borrower to establish present, absolute and irrevocable transfers and assignments to Lender of all Leases and Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Borrower. Borrower and Lender intend the assignments of Leases and Rents to be effective immediately and to constitute absolute present assignments, and not assignments for additional security only. Only for purposes of giving effect to these absolute assignments of Leases and Rents, and for no other purpose, the Leases and Rents shall not be deemed to be a part of the Mortgaged Property. However, if these present, absolute and unconditional assignments of Leases and Rents are not enforceable by their terms under the laws of the Property Jurisdiction, then each of the Leases and Rents shall be included as part of the Mortgaged Property, and it is the intention of Borrower, in such circumstance, that this Security Instrument create and perfect a lien on each of the Leases and Rents in favor of Lender, which liens shall be effective as of the date of this Security Instrument.

(b) Until an Event of Default has occurred and is continuing, but subject to the limitations set forth in the Loan Documents, Borrower shall have a revocable license to exercise all rights, power and authority granted to Borrower under the Leases (including the right, power and authority to modify the terms of any Lease, extend or terminate any Lease, or enter into new Leases, subject to the limitations set forth in the Loan Documents), and to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender, and to apply all Rents to pay the Monthly Debt Service Payments and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities and Impositions (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing (and no event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing), the Rents remaining after application pursuant to the preceding sentence may be retained and distributed by Borrower free and clear of, and released from, Lender's rights with respect to Rents under this Security Instrument.

(c) If an Event of Default has occurred and is continuing, without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, the revocable license granted to Borrower pursuant to Section 3(b) shall automatically terminate, and Lender shall immediately have all rights, powers and authority granted to Borrower under any Lease (including the right, power and authority to modify the terms of any such Lease, or extend

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or terminate any such Lease) and, without notice, Lender shall be entitled to all Rents as they become due and payable, including Rents then due and unpaid. During the continuance of an Event of Default, Borrower authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender, and Borrower shall, upon Borrower's receipt of any Rents from any sources, pay the total amount of such receipts to Lender. Although the foregoing rights of Lender are self-effecting, at any time during the continuance of an Event of Default, Lender may make demand for all Rents, and Lender may give, and Borrower hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender. No tenant shall be obligated to inquire further as to the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay to Borrower any amounts that are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit.

(d) If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Borrower, and even in the absence of waste, enter upon, take and maintain full control of the Mortgaged Property, and may exclude Borrower and its agents and employees therefrom, in order to perform all acts that Lender, in its discretion, determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, the collection of all Rents (including through use of a lockbox, at Lender's election), the making of repairs to the Mortgaged Property and the execution or termination of contracts providing for the management, operation or maintenance of the Mortgaged Property, for the purposes of enforcing this assignment of Rents, protecting the Mortgaged Property or the security of this Security Instrument and the Mortgage Loan, or for such other purposes as Lender in its discretion may deem necessary or desirable.

(e) Notwithstanding any other right provided Lender under this Security Instrument or any other Loan Document, if an Event of Default has occurred and is continuing, and regardless of the adequacy of Lender's security or Borrower's solvency, and without the necessity of giving prior notice (oral or written) to Borrower, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in Section 3. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Borrower, by its execution of this Security Instrument, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte*, if permitted by applicable law. Borrower consents to shortened time consideration of a motion to appoint a receiver. Lender or the receiver, as applicable, shall be entitled to receive a reasonable fee for managing the Mortgaged Property and such fee shall become an additional part of the Indebtedness. Immediately upon appointment of a receiver or Lender's entry upon and taking possession and control of the Mortgaged Property, possession of the Mortgaged Property and all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property, and all

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security deposits and prepaid Rents, shall be surrendered to Lender or the receiver, as applicable. If Lender or receiver takes possession and control of the Mortgaged Property, Lender or receiver may exclude Borrower and its representatives from the Mortgaged Property.

(f) The acceptance by Lender of the assignments of the Leases and Rents pursuant to this Section 3 shall not at any time or in any event obligate Lender to take any action under any Loan Document or to expend any money or to incur any expense. Lender shall not be liable in any way for any injury or damage to person or property sustained by any Person in, on or about the Mortgaged Property. Prior to Lender's actual entry upon and taking possession and control of the Land and Improvements, Lender shall not be:

(1) obligated to perform any of the terms, covenants and conditions contained in any Lease (or otherwise have any obligation with respect to any Lease);

(2) obligated to appear in or defend any action or proceeding relating to any Lease or the Mortgaged Property; or

(3) responsible for the operation, control, care, management or repair of the Mortgaged Property or any portion of the Mortgaged Property.

The execution of this Security Instrument shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Borrower, prior to such actual entry and taking possession and control by Lender of the Land and Improvements.

(g) Lender shall be liable to account only to Borrower and only for Rents actually received by Lender. Lender shall not be liable to Borrower, anyone claiming under or through Borrower or anyone having an interest in the Mortgaged Property by reason of any act or omission of Lender under this Section 3, and Borrower hereby releases and discharges Lender from any such liability to the fullest extent permitted by law, provided that Lender shall not be released from liability that occurs as a result of Lender's gross negligence or willful misconduct as determined by a court of competent jurisdiction pursuant to a final, non-appealable court order. If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall be added to, and become a part of, the principal balance of the Indebtedness, be immediately due and payable, and bear interest at the Default Rate from the date of disbursement until fully paid. Any entering upon and taking control of the Mortgaged Property by Lender or the receiver, and any application of Rents as provided in this Security Instrument, shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Security Instrument or any Loan Document.

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4. Protection of Lender's Security.

If Borrower fails to perform any of its obligations under this Security Instrument or any other Loan Document, or any action or proceeding is commenced that purports to affect the Mortgaged Property, Lender's security, rights or interests under this Security Instrument or any Loan Document (including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Environmental Laws, fraudulent conveyance or reorganizations or proceedings involving a debtor or decedent), Lender may, at its option, make such appearances, disburse or pay such sums and take such actions, whether before or after an Event of Default or whether directly or to any receiver for the Mortgaged Property, as Lender reasonably deems necessary to perform such obligations of Borrower and to protect the Mortgaged Property or Lender's security, rights or interests in the Mortgaged Property or the Mortgage Loan, including:

(a) paying fees and out-of-pocket expenses of attorneys, accountants, inspectors and consultants;

(b) entering upon the Mortgaged Property to make repairs or secure the Mortgaged Property;

(c) obtaining (or force-placing) the insurance required by the Loan Documents; and

(d) paying any amounts required under any of the Loan Documents that Borrower has failed to pay.

Any amounts so disbursed or paid by Lender shall be added to, and become part of, the principal balance of the Indebtedness, be immediately due and payable and bear interest at the Default Rate from the date of disbursement until fully paid. The provisions of this Section 4 shall not be deemed to obligate or require Lender to incur any expense or take any action.

5. Default; Acceleration; Remedies.

(a) If an Event of Default has occurred and is continuing, Lender, at its option, may declare the Indebtedness to be immediately due and payable without further demand, and may either with or without entry or taking possession as herein provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (1) to enforce payment of the Mortgage Loan; (2) to foreclose this Security Instrument judicially or non-judicially by the power of sale granted herein; (3) to enforce or exercise any right under any Loan Document; and (4) to pursue any one (1)or more other remedies provided in this Security Instrument or in any other Loan Document or otherwise afforded by applicable law. Each right and remedy provided in this Security Instrument or any other Loan Document is distinct from all other rights or remedies under this Security Instrument or any other Loan Document or otherwise afforded by applicable law, and each shall be cumulative and may be exercised concurrently, independently, or successively, in

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any order. Borrower has the right to bring an action to assert the nonexistence of an Event of Default or any other defense of Borrower to acceleration and sale.

(b) Borrower acknowledges that the power of sale granted in this Security Instrument may be exercised or directed by Lender without prior judicial hearing. In the event Lender invokes the power of sale:

(1) Lender shall send to Borrower and any other Persons required to receive such notice, written notice of Lender's election to cause the Mortgaged Property to be sold. Borrower hereby authorizes and empowers Trustee to take possession of the Mortgaged Property, or any part thereof, and hereby grants to Trustee a power of sale and authorizes and empowers Trustee to sell (or, in the case of the default of any purchaser, to resell) the Mortgaged Property or any part thereof, in compliance with applicable law, including compliance with any and all notice and timing requirements for such sale;

(2) Trustee shall have the authority to determine the terms of the sale, subject to applicable law. In connection with any such sale, the whole of the Mortgaged Property may be sold in one (1) parcel as an entirety or in separate lots or parcels at the same or different times. Lender shall have the right to become the purchaser at any such sale. Trustee shall be entitled to receive fees and expenses from such sale not to exceed the amount permitted by applicable law;

(3) within a reasonable time after the sale, Trustee shall deliver to the purchaser of the Mortgaged Property a deed or such other appropriate conveyance document conveying the Mortgaged Property so sold without any express or implied covenant or warranty. The recitals in such deed or document shall be prima facie evidence of the truth of the statements made in those recitals; and

(4) the outstanding principal amount of the Mortgage Loan and the other Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. If the Mortgaged Property is sold for an amount less than the amount outstanding under the Indebtedness, the deficiency shall be determined by the fair market value at the time of sale or sales. Borrower waives all rights, claims, and defenses with respect to Lender's ability to obtain a deficiency judgment.

(c) Borrower acknowledges and agrees that the proceeds of any sale shall be applied as determined by Lender unless otherwise required by applicable law.

(d) In connection with the exercise of Lender's rights and remedies under this Security Instrument and any other Loan Document, there shall be allowed and included as Indebtedness: (1) all expenditures and expenses authorized by applicable law and all other expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable legal fees, appraisal fees, outlays for documentary and expert evidence, stenographic charges and publication

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costs; (2) all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by Lender incurred in preparation for, contemplation of or in connection with the exercise of Lender's rights and remedies under the Loan Documents; and (3) costs (which may be reasonably estimated as to items to be expended in connection with the exercise of Lender's rights and remedies under the Loan Documents) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Lender may deem reasonably necessary either to prosecute any suit or to evidence the true conditions of the title to or the value of the Mortgaged Property to bidders at any sale which may be held in connection with the exercise of Lender's rights and remedies under the Loan Documents. All expenditures and expenses of the nature mentioned in this Section 5, and such other expenses and fees as may be incurred in the protection of the Mortgaged Property and rents and income therefrom and the maintenance of the lien of this Security Instrument, including the fees of any attorney employed by Lender in any litigation or proceedings affecting this Security Instrument, the Note, the other Loan Documents, or the Mortgaged Property, including bankruptcy proceedings, any Foreclosure Event, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness and shall be immediately due and payable by Borrower, with interest thereon at the Default Rate until paid.

(e) Any action taken by Trustee or Lender pursuant to the provisions of this Section 5 shall comply with the laws of the Property Jurisdiction. Such applicable laws shall take precedence over the provisions of this Section 5, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable law. If any provision of this Security Instrument shall grant to Lender (including Lender acting as a mortgagee-in-possession), Trustee or a receiver appointed pursuant to the provisions of this Security Instrument any powers, rights or remedies prior to, upon, during the continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable law in the absence of said provision, such party shall be vested with the powers, rights, and remedies granted in such applicable law to the full extent permitted by law.

6. Waiver of Statute of Limitations and Marshaling.

Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Security Instrument or to any action brought to enforce any Loan Document. Notwithstanding the existence of any other security interests in the Mortgaged Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Mortgaged Property shall be subjected to the remedies provided in this Security Instrument and/or any other Loan Document or by applicable law. Lender shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower, for itself and all who may claim

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by, through, or under it, and any party who now or in the future acquires a security interest in the Mortgaged Property and who has actual or constructive notice of this Security Instrument waives any and all right to require the marshaling of assets or to require that any of the Mortgaged Property be sold in the inverse order of alienation or that any of the Mortgaged Property be sold in parcels (at the same time or different times) in connection with the exercise of any of the remedies provided in this Security Instrument or any other Loan Document, or afforded by applicable law (but subject to any statutory right of Borrower to direct the order in which the Mortgaged Property, if consisting of several known lots or parcels, shall be sold).

7. Waiver of Redemption; Rights of Tenants.

(a) Borrower hereby covenants and agrees that it will not at any time apply for, insist upon, plead, avail itself, or in any manner claim or take any advantage of, any appraisement, stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter enacted or in force in order to prevent or hinder the enforcement or foreclosure of this Security Instrument. Without limiting the foregoing:

(1) Borrower for itself and all Persons who may claim by, through, or under Borrower, hereby expressly waives any so-called "Moratorium Law" and any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Security Instrument, it being the intent hereof that any and all such "Moratorium Laws," and all rights of reinstatement and redemption of Borrower and of all other Persons claiming by, through, or under Borrower are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law;

(2) Borrower shall not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power remedy herein or otherwise granted or delegated to Lender but will suffer and permit the execution of every such right, power and remedy as though no such law or laws had been made or enacted; and

(3) if Borrower is a trust, Borrower represents that the provisions of this Section 7 (including the waiver of reinstatement and redemption rights) were made at the express direction of Borrower's beneficiaries and the persons having the power of direction over Borrower, and are made on behalf of the trust estate of Borrower and all beneficiaries of Borrower, as well as all other persons mentioned above.

(b) Lender shall have the right to foreclose subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale

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of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

8. Notice.

(a) All notices under this Security Instrument shall be:

(1) in writing, and shall be (A) delivered, in person, (B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested, or (C) sent by overnight express courier;

(2) addressed to the intended recipient at its respective address set forth at the end of this Security Instrument; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or such express courier service.

(b) Any party to this Security Instrument may change the address to which notices intended for it are to be directed by means of notice given to the other party in accordance with this Section 8.

(c) Any required notice under this Security Instrument which does not specify how notices are to be given shall be given in accordance with this Section 8.

9. Mortgagee-in-Possession.

Borrower acknowledges and agrees that the exercise by Lender of any of the rights conferred in this Security Instrument shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements.

10. Reconveyance.

Upon payment of the Indebtedness, Lender shall request Trustee to reconvey the Mortgaged Property and shall surrender this Security Instrument and the Note to Trustee. Trustee shall reconvey the Mortgaged Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay Trustee's reasonable costs incurred in so reconveying the Mortgaged Property.

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11. Substitute Trustee.

Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee in accordance with the laws of the Property Jurisdiction. Without conveyance of the Mortgaged Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee in this Security Instrument and by applicable law.

12. Request for Notices.

Borrower requests that copies of the notice of an Event of Default and notice of sale be sent to him at Borrower's address stated after Borrower's signature on this Security Instrument.

13. Governing Law; Consent to Jurisdiction and Venue.

This Security Instrument shall be governed by the laws of the Property Jurisdiction without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Borrower agrees that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the Property Jurisdiction. The state and federal courts and authorities with jurisdiction in the Property Jurisdiction shall have exclusive jurisdiction over all controversies that arise under or in relation to any security for the Indebtedness. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise.

14. Miscellaneous Provisions.

(a) This Security Instrument shall bind, and the rights granted by this Security Instrument shall benefit, the successors and assigns of Lender. This Security Instrument shall bind, and the obligations granted by this Security Instrument shall inure to, any permitted successors and assigns of Borrower under the Loan Agreement. If more than one (1) person or entity signs this Security Instrument as Borrower, the obligations of such persons and entities shall be joint and several. The relationship between Lender and Borrower shall be solely that of creditor and debtor, respectively, and nothing contained in this Security Instrument shall create any other relationship between Lender and Borrower. No creditor of any party to this Security Instrument and no other person shall be a third party beneficiary of this Security Instrument or any other Loan Document.

(b) The invalidity or unenforceability of any provision of this Security Instrument or any other Loan Document shall not affect the validity or enforceability of any other provision of this Security Instrument or of any other Loan Document, all of which shall remain in full force and effect. This Security Instrument contains the complete and entire agreement among the parties as to the matters covered, rights granted and the obligations assumed in this Security Instrument.

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This Security Instrument may not be amended or modified except by written agreement signed by the parties hereto.

(c) The following rules of construction shall apply to this Security Instrument:

(1) The captions and headings of the sections of this Security Instrument are for convenience only and shall be disregarded in construing this Security Instrument.

(2) Any reference in this Security Instrument to an "Exhibit" or "Schedule" or a "Section" or an "Article" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an exhibit or schedule attached to this Security Instrument or to a Section or Article of this Security Instrument.

(3) Any reference in this Security Instrument to a statute or regulation shall be construed as referring to that statute or regulation as amended from time to time.

(4) Use of the singular in this Security Instrument includes the plural and use of the plural includes the singular.

(5) As used in this Security Instrument, the term "including" means "including, but not limited to" or "including, without limitation," and is for example only, and not a limitation.

(6) Whenever Borrower's knowledge is implicated in this Security Instrument or the phrase "to Borrower's knowledge" or a similar phrase is used in this Security Instrument, Borrower's knowledge or such phrase(s) shall be interpreted to mean to the best of Borrower's knowledge after reasonable and diligent inquiry and investigation.

(7) Unless otherwise provided in this Security Instrument, if Lender's approval, designation, determination, selection, estimate, action or decision is required, permitted or contemplated hereunder, such approval, designation, determination, selection, estimate, action or decision shall be made in Lender's sole and absolute discretion.

(8) All references in this Security Instrument to a separate instrument or agreement shall include such instrument or agreement as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(9) "Lender may" shall mean at Lender's discretion, but shall not be an obligation.

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15. Time is of the Essence.

Borrower agrees that, with respect to each and every obligation and covenant contained in this Security Instrument and the other Loan Documents, time is of the essence.

16. WAIVER OF TRIAL BY JURY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS SECURITY INSTRUMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS BORROWER AND LENDER THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH OF BORROWER AND LENDER, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

ATTACHED EXHIBITS. The following Exhibits are attached to this Security Instrument and incorporated fully herein by reference:

|**X**|	Exhibit A	Description of the Land (required)
|__|	Exhibit B	Modifications to Security Instrument

[Remainder of Page Intentionally Blank]

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IN WITNESS WHEREOF, Borrower has signed and delivered this Security Instrument under seal (where applicable) or has caused this Security Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, Borrower intends that this Security Instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

By: _____(SEAL)
Name: _____
Title: _____

The name, chief executive office and organizational identification number of Borrower (as Debtor under any applicable Uniform Commercial Code) are:
Debtor Name/Record Owner: _____
Debtor Chief Executive Office Address:
_____
_____
_____
Debtor Organizational ID Number: _____

[INSERT BORROWER NOTICE ADDRESS IF DIFFERENT]

The name and chief executive office of Lender (as Secured Party) are:
Secured Party Name: _____
Secured Party Chief Executive Office Address:
_____
_____
_____

[INSERT LENDER NOTICE ADDRESS IF DIFFERENT]

[INSERT TRUSTEE NOTICE ADDRESS]
_____
_____

[ADD NOTARY/ACKNOWLEDGMENT FOR BORROWER IN RECORDABLE FORM AND AS REQUIRED UNDER APPLICABLE LAW]

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[DRAFTING NOTE: ADD IF BORROWER IS A MARRIED INDIVIDUAL AND SPOUSE IS NOT A PARTY TO THIS SECURITY INSTRUMENT:

_____ ("Spouse"), the spouse of Borrower, joins herein solely to, and does hereby release and relinquish all of Spouse's dower and other marital interest in and to the Mortgaged Property to the lien and security interest of this Security Instrument and waives any homestead exemption with respect thereto.]

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EXHIBIT A

[DESCRIPTION OF THE LAND]

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DRAFT

Agenda Item Number : A2

Request For Council Action

Date Submitted	07/03/2019 03:54 PM
Proposed City Council Date	07/11/2019
Applicant	Christina Fernandez
Subject	Appoint election workers for the primary election to be held on August 13, 2019.
Background	State Law requires that all election workers be appointed by the City Council at least 15 days before the election.
Proposed Resolution	Staff recommends approval of the list of poll workers.
Cost	$
Action Taken	
Requested by	Christina Fernandez
File Attachments	
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	No **Amount:**

DIXIE CONVENTION CENTER	
1835 Convention Center Drive	
Poll Manager:	Gough, Kylie
Poll Workers:	Gough, Catherine
	Moffitt, Darlene
	Ogden, Wayne
	Schweitz, Barbara
	Schweitz, Gene
SOUTH MOUNTAIN COMMUNITY CHURCH	
158 E 2000 S	
Poll Manager:	Chaston, Dawn
Poll Workers:	Erwin, Verna
	Peterson, Bart
	Peterson, Carrie
	Seger, Bill
	Tarbet, Vivian
SANTA CLARA BRANCH LIBRARY	
1099 Lava Flow Drive	
Poll Manager:	Fablinger, Cherrie
Poll Workers:	Brewton, Gwen
	Peterson, Sandra
	Tharp, Dori
	Whitman, Cora (June)
	Yarbrough, Tonya
WASHINGTON COUNTY ADMIN BLDG	
197 E Tabernacle	
Poll Manager:	Mortensen, Debbie
Poll Workers:	Anderson, Cheryl
	Borrowman, Eyvon
	Bundy, Beverly
	Davis, Ken
	Dederich, Patty Jo