

**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 18, 2019 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order  
Invocation  
Flag Salute

**1. Consent Calendar.**

**a. Consider approval of a 3-Year Inspection and Maintenance Contract on the Airport VOR/DME with DBT Transportation.**

BACKGROUND and RECOMMENDATION: This agreement is a renewal of the previous 3-year contract at the airport for inspection and maintenance service on the VOR/DME nav aids. The inspections and maintenance occur routinely and payments are made on a quarterly basis. The cost of services is \$21,478 per year. Staff recommends approval.

**b. Consider approval to purchase a 2018 Chevrolet Silverado 3500 Dump Truck for the Streets Division.**

BACKGROUND and RECOMMENDATION: This purchase is to replace a 2003 Ford F-450 with dump truck bed in the Streets Division as approved in the FY19-20 budget. The item is on State Contract AV2521 for \$53,453.83. Staff recommends approval.

**c. Consider approval to purchase a Galbreath roll-off hoist for the Streets Division.**

BACKGROUND and RECOMMENDATION: This purchase is the hoist and appurtenant equipment to be installed on the new Streets Division's roll-off truck as approved in the FY19-20 budget. This item is on State Contract 041217-WQI for \$53,315.00. Staff recommends approval.

**d. Consider approval to purchase a 2020 Freightliner 114SD Conventional Chassis Roll-Off Truck for the Streets Division.**

BACKGROUND and RECOMMENDATION: This purchase is a replacement for Streets Division's roll-off truck as approved in the FY19-20 budget. The item is on State Contract MA1460 for \$108,663.00. Staff recommends approval.

**e. Consider approval of the termination of a hangar agreement with First West Aviation for lot 1C.**

BACKGROUND and RECOMMENDATION: First West Aviation entered into a hangar agreement on June 20, 2019 for lot 1C. They had their hangar designed and it was too

big for the lot. They asked to terminate this agreement and enter into a new agreement for a bigger lot. Staff recommends approval.

**f. Consider approval of new hangar Lease on Lot 51A with First West Aviation.**

BACKGROUND and RECOMMENDATION: First West Aviation was going to build a hangar on Lot 1C, but after determining the size of their hangar, they have requested to build on Lot 51A which will accommodate their hangar better. As such, First West Aviation requested to terminate the lease for Lot 1C. Staff recommends approval.

**2. Consider approval of the recommendations from the Arts Commission to award RAP Tax grants to various local art organizations.**

BACKGROUND and RECOMMENDATION: The RAP tax provides funding to local art groups that apply and are selected and recommended by the St. George Arts Council and approved by the City Council. Staff recommends approval as recommended by the Arts Commission.

**3. Consider the sale of City-owned property in the St. George Industrial Park to Dixie Development Corporation.**

BACKGROUND and RECOMMENDATION: The 3.32 acre City-owned parcel (Tax ID: SG-IND-P-13) is located directly behind the 444 North Industrial Road parcel which is owned by Dixie Development Corporation. There were two adjacent property owners who submitted offers with Dixie Development Corporation submitting the highest offer at \$362,500. The legal department is drafting the Sale Agreement and staff recommends approval of the sale of the property for \$362,500.

**4. Public Hearing and consideration of an ordinance amending the final subdivision plat for Lots 21 & 22 of the Millcreek Industrial Park by merging a portion of Lots 21 & 22 together into one lot and vacate the utilities easement located between said lots.**

BACKGROUND and RECOMMENDATION: This request is to consider an amended final subdivision plat located at 269 North 3050 East Street. The purpose of this amendment is to merge a portion of Lots 21 and 22 together into one lot and vacate the utilities easement located between said lots; zoning is M-2. The Planning Commission recommended approval.

**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 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.

7. **Consider approval of an ordinance amending the PD-R (Planned Development Residential) for Silverhawk Townhomes to build a 19-unit residential project generally located north of Dinosaur Crossing Drive and west of 2200 East Street on approximately 1.27 acres.**

BACKGROUND and RECOMMENDATION: This property is currently part of the Dinosaur Crossing Commercial Planned Development. The developer had originally desired to use this space for either a commercial or office building but feels this location is not conducive to commercial or office development. Therefore, the applicant is proposing to change the zone to allow for a multifamily development. The proposal is to build 19 multifamily units; this averages out to 15 units per acre. The Planning Commission recommended denial.

8. **Consider approval of an ordinance changing the zone from RE-12.5 to R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) on approximately 0.44 acres generally located at 1800 East 1030 North.**

BACKGROUND and RECOMMENDATION: The applicant is seeking to rezone these two parcels from RE-12.5 (Residential Estates, minimum lot size 12,500 square feet) to R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) for the purpose of subdividing these two parcels into two legal 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 north. The Planning Commission recommended approval.

9. **Consider approval of a conditional use permit to allow a steel yard in the M-2 zone in the Millcreek Industrial Park to be called 'The Steel Yard' located at 260 North 3050 East Street.**

BACKGROUND and RECOMMENDATION: The applicant is requesting to move their business from their current location at 653 N. 3050 E. Street to an existing building at 260 N. 3050 E. Street. In the M-2 district, this use, sheet metal shop and retinning, requires a Conditional Use Permit. The Planning Commission recommended approval.

10. **Consider approval of a conditional use permit for the height of a proposed Sakura Japanese Restaurant to be located near the 1100 East Street and St. George Boulevard intersection; the property is zoned C-2, Highway Commercial.**

BACKGROUND and RECOMMENDATION: The Sakura Japanese Restaurant is proposing to move locations and build a new 10,452 sf building. This building will exceed the 35' height limit and will require a CUP. The approximate height requested is 42'. The Planning Commission recommended approval.

11. **Consider approval of a Building Design Conceptual Site Plan (BDCSP) for a proposed Sakura Japanese Restaurant to be located near the 1100 East Street and St. George Boulevard intersection. The property is zoned C-2, Highway Commercial.**

BACKGROUND and RECOMMENDATION: The Sakura Japanese Restaurant is proposing to move locations and build a new 10,452 sf building. This building will be located within 200' of the I-15 right-of-way which will require a BDCSP. The Planning Commission recommended approval.

12. **Consider approval of the final subdivision plat for Aspen Estates Phase 8.**

BACKGROUND and RECOMMENDATION: This is the final subdivision plat for Aspen Estates Phase 8, a 14-lot residential subdivision located at 2890 South and 3210 East; zoning is R-1-8. The Planning Commission recommended approval.

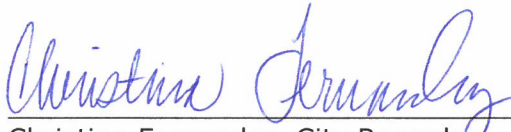
13. **Consider approval of the final subdivision plat for Aspen Estates Phase 10.**

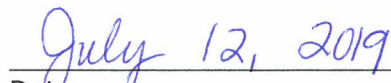
BACKGROUND and RECOMMENDATION: This is the final subdivision plat for Aspen Estates Phase 10, a 14-lot residential subdivision located at 2890 South and 3330 East; zoning is R-1-8. The Planning Commission recommended approval.

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.**

  
Christina Fernandez, City Recorder

  
Date

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

DRAFT

Agenda Item Number : 1a

## Request For Council Action

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**Date Submitted** 07/11/2019 10:24 AM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Rich Stehmeier

**Subject** Consider approval of a 3-Year Inspection and Maintenance Contract on the Airport VOR/DME with DBT Transportation.

**Background** This agreement is a renewal of the previous 3-year contract at the airport for inspection and maintenance service on the VOR/DME nav aids. The inspections and maintenance occur routinely and payments are made on a quarterly basis. The cost of services is \$21,478 per year.

**Proposed Resolution** Staff recommends approval of the 3-year contract with DBT Transportation

**Cost** \$21,478.00

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments** dbt2019-newcontractandstatementofwork071119103013.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** No

**Approved in Budget?** Yes **Amount:** 21,000



## AVIATION SUPPORT AND MAINTENANCE SERVICES Order and Pricing Schedule

<b>DBT Transportation Services</b> <b>2655 Crescent Drive, Ste A-1</b> <b>Lafayette, Colorado 80026</b>  Email: CS@DBTtranServ.com	<b>Customer:</b> City of St. George St. George Regional Airport (SGU) 175 East 200 North St. George, UT 84770  Email:
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This Order and Pricing Schedule is incorporated by reference into the **Agreement for Transportation Services and Maintenance** between the parties, and the **Statement of Work**, and made a part thereof.

The Effective Date of this Agreement is August 1, 20 19.

The Term of this Agreement shall be for a period of 3 year(s) from the Effective Date.

Services (check as applicable)	Parts Excluded
<input checked="" type="checkbox"/> Preventive/Pre-Season Maintenance	
<input checked="" type="checkbox"/> Equipment Restoration <span style="margin-left: 50px;">Unlimited</span>	
<input type="checkbox"/> Data Service – NADIN Service	

Equipment	Manufacturer/Model	Equipment	Manufacturer/Model
<input checked="" type="checkbox"/> VOR	Selex 1150 CVOR	<input type="checkbox"/> RWIS	
<input checked="" type="checkbox"/> DME	Selex 1118 DME	<input type="checkbox"/> RWIS Runway	
<input type="checkbox"/> LOC		<input type="checkbox"/> NDB	
<input type="checkbox"/> GS		<input type="checkbox"/> Control Tower	
<input type="checkbox"/> AWOS		<input type="checkbox"/> Markers	
<input type="checkbox"/> RVR		<input type="checkbox"/> Other	

Fees		Contract Total: \$ 64,434.00
Annual Fee	\$ 21,478.00	Invoiced Quarterly
Unplanned Outage Fee	\$ 1500.00	per day (ex. lightning strike, bird strike)
Facility Visit Fee	\$ 1500.00	per day (ex. flight check)
Holiday Fee	\$ 500.00	per day additional
Cancellation/Delay Fee	\$ 500.00	per day

**Statement of Work and Additional Terms**

Attachment 1: Terms and Conditions

Attachment 2: Statement of Work - NAVAID Maintenance

Invoice Contact (Accts. Payable):

Airport Manager/Authority:

Name: \_\_\_\_\_

Name: Rich Stehmeier

Address: \_\_\_\_\_

Address: 4508 S Airport Pkwy #1  
St. George, UT 84790

Phone: \_\_\_\_\_

Phone: 435-627-4080

Email: \_\_\_\_\_

Email: rich.stehmeier@sgcity.org

Invoice Instructions: \_\_\_\_\_

Accepted and agreed to by the duly authorized signatories below.

DBT Transportation Services

St. George Regional Airport

By: Nancy J Thomsen

By: 

Title: EVP of Sales

Title: AIRPORT MANAGER

Date: 05/22/19

Date: 23 MAY 19



## Statement of Work

### 1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and AC 150/5220-16D as they may be modified or superseded from time to time.

1.2 **Equipment Restoration.** In the event of an unplanned equipment failure or outage, DBT Transportation Services shall respond to or notify the customer as to the restoration plan of action within one (1) business day after the outage is reported and complete restoration services in a reasonable prompt manner. Diagnosis may be performed remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. are excluded and will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

### 2. Testing Equipment and Replacement Parts – Nav aids Only (ILS, LOC, GS, VOR, DME, NDB etc)

2.1 Customer shall maintain at its own expense an inventory of replacement parts for the Equipment to be utilized by DBT when providing Service under this Agreement. In the event parts necessary for maintenance or restoration of the Equipment are not available in Customer's Inventory, DBT will provide such part(s) and invoice the Customer for required part(s). If customer does not have the necessary spare parts available for use in restoring the Equipment, DBT reserves the right to charge \$1500 for a return trip charge, if necessary to and solely for the purpose of restoring downed equipment.

### 3. Data Service – NADIN

3.1 AviMet Data Link is an automated weather dissemination service for the distribution of Automated Weather Observation System ("AWOS") data to the Federal Aviation Administration's (FAA) Weather Message Switching Center Replacement ("WMSCR") System. DBT Transportation shall provide the AWOS observations to WMSCR in accordance with FAA specifications every twenty (20) minutes twenty-four (24) hours per day, seven (7) days per week.





DBT Transportation Services LLC  
Aviation Support and Maintenance Services General Terms and Conditions

These terms and conditions are part of the DBT Support and Maintenance Services Agreement (“Agreement”) for the Services and Equipment listed in the Order Summary (“Summary”) The Agreement consists of the Summary, these terms and conditions, each Attachment identified in the Summary, and any supplemental Statement of Work executed by the parties.

1. Description of Fees and Services.

- 1.1. The Annual Fee is for Periodic Maintenance and the specified number of Equipment Restoration site visits shown in the Summary.
- 1.2. “Periodic Maintenance” is labor performed at the Equipment site at intervals shown in the Summary. It includes periodic inspections, functional testing, adjustments, replacement of equipment and parts which have failed or at Customer’s request, and maintenance required by the Equipment manufacturer or government regulation. If the Equipment includes Road Weather Information System (RWIS) equipment, Periodic Maintenance includes an annual preseason maintenance check.
- 1.3. “Equipment Restoration” is labor to replace failed or damaged equipment and parts at times other than during Periodic Maintenance visits. The number of Restoration visits included in the Annual Fee is shown in the Summary. DBT shall begin restoration work within one business day after an outage is reported and complete restoration as reasonably prompt as conditions permit.
- 1.4. An “Unplanned Outage” is a DBT site visit to repair or replace failed or damaged equipment and parts other than during Periodic Maintenance and in excess of the number of Equipment Restoration visits included in the Annual Fee. Unplanned Outage Fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.



- 1.5. A "Facility Visit" is an appearance by DBT, at Customer request, to attend or participate in an FAA inspection. Facility Visit fees are charged on a per diem basis, including days required for travel, plus reasonable travel costs and expenses.
- 1.6. "NADIN DataLink" connects the Customer's AWOS observations to the FAA's Weather Message Switching Center (WMSCR) through the National Airspace Data Interchange Network (NADIN) for dissemination as Meteorological Terminal Aviation Routine Weather Reports (METARs).
- 1.7. The Holiday Fee is assessed on a per diem basis whenever any Services or facility visits are performed on a Holiday. The Holiday Fee is in addition to any other fees. By way of example, if repair for an Unplanned Outage is required on a Holiday, Customer will pay both the Unplanned Outage fee and a Holiday Fee. "Holidays" are New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day.
- 1.8. A "Cancellation/Delay Fee" is charged in addition to any other applicable fees, when DBT appears at the Customer's location for a scheduled visit but is unable to enter the airport property or access the Equipment for any reason.
- 1.9. All fees are for labor only. Customer is responsible for the cost of all equipment, replacement parts and other materials. DBT agrees to use Customer's inventory of replacement parts and will invoice Customer for any parts or materials not available in Customer's inventory. Customer is advised to maintain a current list of its replacement parts inventory, which shall be provided to DBT at DBT's reasonable request but, in any event, prior to any visit for service or maintenance.
2. Customer Responsibilities. In addition to the payment of fees and the other obligations under this Agreement, Customer shall be responsible for:
  - 2.1. Monitoring the status of the systems following maintenance;
  - 2.2. Security in and around the Equipment;
  - 2.3. Maintaining the grounds and buildings associated with the Equipment in good repair and in compliance with all federal, state and local rules and regulations.



- 2.4. Providing DBT transportation from the airport and access to the Equipment site during normal business hours upon reasonable notice, and outside of normal business hours as may be necessary for repairs;
  - 2.5. Loss or damage to the Equipment for causes other than actions by DBT. Customer is encouraged to obtain its own insurance to cover any such loss or damage; and
  - 2.6. Issuing NOTAMs (Notices to Airmen) and other public notices relating to the status of the Equipment.
3. Payment, Payment Default, and Right to Dispute.
- 3.1. Payment of Invoices. DBT will invoice Customer annually, quarterly or monthly, as applicable, for the fees and other charges described in this Agreement and the Summary. Payment of each invoice is due, in US Dollars, within 30 days of the invoice date (the invoice's "Due Date").
  - 3.2. Payment Default. If Customer does not pay an invoice by the Due Date or if Customer files or has filed against it any voluntary or involuntary Bankruptcy petition, or becomes subject to an assignment for the benefit of creditors, receivership or other insolvency proceeding (individually and collectively, a "Payment Default"), DBT may take any and of the following actions, individually or in combination:
    - 3.2.1. Cease performing or refuse to perform Services which have not been paid for;
    - 3.2.2. Require a cash deposit, standby letter of credit, or such other assurance of payment DBT may deem appropriate, as a condition to providing any labor or materials requiring payment of fees and expenses in addition to the Annual Fee;
    - 3.2.3. Terminate this Agreement.
  - 3.3. Customer Right to Dispute Charges. Customer may in good faith dispute and withhold payment of all or any part of an invoice by paying the undisputed balance of the invoice and giving DBT written notice of the disputed amount and a reasonable description of the basis for the dispute on or before the invoice Due



Date. The parties shall confer in a good faith attempt to resolve the dispute within ten business days after DBT receives notice of the dispute. If the resolution of the dispute requires an invoice adjustment, Customer shall pay the adjusted amount within 10 business days. If the parties are unable to agree on a resolution to the dispute, DBT may, without further notice, exercise any of its rights for a Payment Default.

#### 4. Termination.

- 4.1. Termination for Material Breach. Except with respect to a Payment Default to which paragraphs 3.2 and 3.3 apply, in the event of a material breach of this Agreement, the party claiming the breach shall notify the other in writing, describing the breach in reasonable detail. The party accused of the breach shall have 30 days from receipt of notice of breach to cure the breach. If the breach is not cured within the 30-day period, the party claiming the breach may, by written notice to the other party, immediately terminate this Agreement.
- 4.2. Termination without cause for Force Majeure. A delay or failure to perform for a reason described in paragraph 10 (Force Majeure) shall not be considered a material breach of this Agreement. However, if a delay or failure to perform for a Force Majeure reason continues for a period of 120 consecutive days and there is no reasonably foreseeable remedy or cure available, this Agreement may thereafter be terminated by either party upon ten days written notice.
- 4.3. Obligations upon Termination. Upon termination of this Agreement for any reason:
  - 4.3.1. Customer shall pay each outstanding invoice by its Due Date;
  - 4.3.2. DBT will submit a final invoice for unpaid services provided and non-refundable costs incurred prior to the effective date of termination, all of which will be due and payable by the Due Date.
  - 4.3.3. All payments made by Customer to DBT prior to the effective date of termination shall be non-refundable.
  - 4.3.4. Each party shall promptly return all Confidential Information belonging to the other party.



5. Performance Warranty and Disclaimer of Other Warranties.
  - 5.1. DBT represents and warrants it will perform the Services in a professional manner consistent with generally accepted industry standards, using qualified field technicians and other personnel, all of whom shall have and maintain any certifications and licenses required by the FAA
  - 5.2. Except as expressly provided in this paragraph 5, DBT PROVIDES ALL SERVICES "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, DBT MAKES NO OTHER WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE RELIABILITY OR ACCURACY OF DATA OR INFORMATION GENERATED OR TRANSMITTED BY ANY EQUIPMENT OR SOFTWARE, AS WELL AS ANY WHICH MAY ARISE FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.
  - 5.3. DBT IS NOT RESPONSIBLE FOR ANY DAMAGES OR LIABILITY ARISING OUT OF THIRD PARTY PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE USED BY DBT IN THE COURSE OF PROVIDING SERVICES UNDER THIS AGREEMENT.
6. Insurance. During the term (including the term of any renewal) of this Agreement and for one year thereafter, DBT shall maintain (a) workers compensation coverage as required by federal law and the law of the state in which work is performed; (b) Commercial General Liability insurance, including completed operations and contractual liability coverage, with minimum limits of \$1,000,000 per occurrence for bodily injury, death and property damage; and (c) Aviation product liability insurance with minimum limits of \$1,000,000. Required insurance shall be written by companies reasonably satisfactory to Customer and authorized to do business in Customer's state, include Customer as additional insured with respect to liabilities arising out of activities performed by DBT under this Agreement, and provide for at least thirty days written notice to Customer prior to cancellation. DBT shall furnish Customer evidence of required insurance upon Customer's reasonable request.

## 7. Indemnification.

7.1. DBT shall defend, indemnify and hold Customer, its elected or appointed officials, officers, members, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against Customer to the extent they arise out of DBT's performance of this Agreement, except those resulting from Customer's negligent, willful or intentional acts.

7.2. Customer shall defend, indemnify and hold DBT, its officers, members, consultants, contractors, agents, and employees, harmless from any and all demands, suits, actions, proceedings and other claims of any kind or nature, brought against DBT to the extent they arise out of Customer's obligations under this Agreement, except those resulting from DBT's negligent, willful or intentional acts.

7.3. A party seeking indemnification ("Indemnitee") from the other ("Indemnitor") must (a) not be in default under this Agreement; (b) notify the Indemnitor in writing within ten business days of receipt of the assertion of a claim and, in addition, within ten business days of the receipt of service or process or notice of the commencement of any lawsuit or other proceeding. The parties shall cooperate fully with each other in the defense of all claims, and neither shall admit, settle, or consent to the entry of any judgment in any claim without the other's prior written consent, which may not reasonably be withheld.

## 8. Limitations of Damages

8.1. DBT's maximum liability to Customer shall be limited to sums actually afforded and paid in settlement of a claim or satisfaction of a judgment by DBT's insurance policies required in paragraph 6, excepting claims for damages or equitable relief for breaching confidential and proprietary information obligations in paragraph 9.

8.2. Excepting claims for damages or equitable relief for breaching confidential and proprietary information obligations in paragraph 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, TORT, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF





ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Confidential and Proprietary Information.

9.1. The parties acknowledge each may, in the course of performing this Agreement, receive or have access to information belonging to the other, including but not limited to, business operations, current and future product plans, equipment, software and other product specifications and manuals, patents, copyrights and other intellectual property, personnel information, personal information of individuals protected by federal or state law and other information which, under the circumstances, would appear to a reasonable person to be confidential or proprietary ("Confidential Information"). Confidential Information does not include information which: (a) was or becomes known to the receiving party (other than disclosure by the disclosing party) from a source other than one having a duty of confidentiality, (b) becomes a matter of public knowledge other than by a breach of this Agreement, or (c) is required to be released by law, regulation or legal process, provided that the receiving party gives prompt written notice to the disclosing party in sufficient time to object to the release and cooperates with the disclosing party in any efforts to prevent the release.

9.2. The receiving party shall use the other's Confidential Information only as needed for the performance of this Agreement. Disclosure to employees, contractors, subcontractors and consultants shall be on a "need to know" basis. The receiving party shall not disclose Confidential Information to any other person or entity without the written approval of the disclosing party. Each party shall protect the other's Confidential Information with the same degree of care as the party would use for the protection of its own information, but no less than reasonable care and, with respect to personal information, with the degree of care required by applicable law.



TRANSPORTATION SERVICES

- 9.3. Nothing in the Agreement shall be construed to grant either party any license or other right or interest in any trademark, patent, copyright or other intellectual property of the other.
- 9.4. Notwithstanding any other provision of this Agreement, each party shall be entitled to pursue any legal or equitable remedy, including injunctive relief, against the other or against any third party with regard to any misuse, misappropriation or breach of this paragraph 9. This paragraph 9 shall survive termination of this Agreement.
10. Force Majeure. Neither party shall be liable for delay or failure in performance due acts of God, acts of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations which were not applicable on the date this Agreement was executed, or other causes beyond the party's reasonable control, the sole remedy for such failure or delay being termination of the Agreement pursuant to paragraph 4.2.
11. Resolution of Disputes.
- 11.1. Waiver of trial by jury. The parties waive all rights to trial by jury in any litigation arising from this Agreement or its performance.
- 11.2. Allocation of legal fees and costs. The prevailing party in any litigation or other dispute resolution procedure brought to enforce the terms of this Agreement shall be entitled to an award of its legal fees and costs.
12. Notice. Notices and other communications shall be in tangible, readable form sent to a party at the address, fax number or email address listed on the Summary or to any other contact information a party may designate later. Notice shall be deemed to have been delivered (i) on the date delivered in person; (ii) on the earlier of the date actually received by the recipient or three business days after being deposited with the United States Postal Service or any other nationally recognized delivery service (such as UPS or FedEx) which provides proof of delivery, even if not actually received; (iii) on the date shown on the fax delivery confirmation; or (iv) on the date the recipient manually



acknowledges receipt by return email (automated email delivery or read receipts are insufficient).

### 13. General Provisions.

- 13.1. The parties are independent contractors with respect to each other. This Agreement and its performance do not create any agency, partnership, joint venture, employment or similar relationship between them. Neither party has the right or authority to create an obligation or responsibility for the other.
- 13.2. The parties shall comply with all federal and state laws applicable to their respective operations, including but not limited to all export laws and regulations of the United States.
- 13.3. Each party represent that it is authorized to enter into this Agreement and performing it does not and will not violate or conflict with any law, regulation or existing obligation which may apply to it. DBT represents it is authorized to do business in Customer's state.
- 13.4. This Agreement contains the entire agreement and understanding between the parties relating to the subject described in this Agreement, superseding and replacing all prior agreements, representations and understandings, oral or written, between the parties.
- 13.5. This Agreement can only be modified, amended or waived through a writing signed by both parties. Waiving or failing to insist on strict performance of any term, condition or obligation shall not constitute or be construed as a waiver of a party's right to enforce the same or any other provision.
- 13.6. If any provision of this Agreement is held to be invalid or unenforceable, it shall be severable, and the remaining provisions shall be enforced to the full extent permitted by law.
- 13.7. This Agreement is not intended to, and does not create, any third-party beneficiary or other rights or remedies in favor of any person other than the parties.



13.8. This Agreement may be executed in multiple counterparts, all of which, taken together, shall be deemed to be a single document. A facsimile of this Agreement or any signature shall be considered for all purposes as an original.

DRAFT

Agenda Item Number : 1b

## Request For Council Action

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**Date Submitted** 07/11/2019 09:21 AM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Joe Robinson

**Subject** Consider approval to purchase a 2018 Chevrolet Silverado 3500 Dump Truck for the Streets Division.

**Background** This purchase is to replace a 2003 Ford F-450 with dump truck bed in the Streets Division as approved in the FY19-20 budget. The item is on State Contract AV2521 for \$53,453.83.

**Proposed Resolution** Staff recommends approval of the purchase for the 2018 Chevrolet Silverado 3500 Dump Truck

**Cost** \$53,453.83

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments**

**Approved by Legal  
Department?** NA

**Approved by City Admin  
Services?** No

**Approved in Budget?** Yes **Amount:** 60,000.00

DRAFT

Agenda Item Number : 1c

## Request For Council Action

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**Date Submitted** 07/11/2019 09:15 AM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Joe Robinson

**Subject** Consider approval to purchase a Galbreath roll-off hoist for the Streets Division.

**Background** This purchase is the hoist and appurtenant equipment to be installed on the new Streets Division's roll-off truck as approved in the FY19-20 budget. This item is on State Contract 041217-WQI for \$53,315.00.

**Proposed Resolution** Staff recommends approval of purchasing the roll-off hoist for \$53,315.00.

**Cost** \$53,315.00

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments**

**Approved by Legal  
Department?** NA

**Approved by City Admin  
Services?** No

**Approved in Budget?** Yes **Amount:** 170,000.00



DRAFT

Agenda Item Number : 1d

## Request For Council Action

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**Date Submitted** 07/11/2019 09:09 AM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Joe Robinson

**Subject** Consider approval to purchase a 2020 Freightliner 114SD Conventional Chassis Roll-Off Truck for the Streets Division.

**Background** This purchase is a replacement for Streets Division's roll-off truck as approved in the FY19-20 budget. The item is on State Contract MA1460 for 108,663.00.

**Proposed Resolution** Staff recommends approval for the purchase for the roll-off truck chassis for \$108,663.00.

**Cost** \$108,663.00

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments**

**Approved by Legal  
Department?** NA

**Approved by City Admin  
Services?** No

**Approved in Budget?** Yes **Amount:** 170,000

DRAFT

Agenda Item Number : 1e

## Request For Council Action

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**Date Submitted** 07/10/2019 03:05 PM

**Proposed City Council**  
**Date** 07/18/2019

**Applicant** Cameron Cutler

**Subject** Consider approval of the termination of a hangar agreement with First West Aviation for lot 1C.

**Background** First West Aviation entered into a hangar agreement on June 20, 2019 for lot 1C. They had their hanger designed and it was too big for the lot. They asked to terminate this agreement and enter into a new agreement for a bigger lot.

**Proposed Resolution** Approval of termination of Hanger Agreement for lot 1C.

**Cost** \$

**Action Taken**

**Requested by** Paula Houston

**File Attachments**

**Approved by Legal** Yes

**Department?**

**Approved by City Admin** NA  
**Services?**

**Approved in Budget?** N/A **Amount:**

DRAFT

Agenda Item Number : 1f

## Request For Council Action

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**Date Submitted** 07/10/2019 02:31 PM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Rich Stehmeier

**Subject** Consider approval of new hangar Lease on Lot 51A with First West Aviation.

**Background** First West Aviation was going to build a hangar on Lot 1C, but after determining the size of their hangar, they have requested to build on Lot 51A which will accommodate their hangar better. As such, First West Aviation requested to terminate the lease for Lot 1C.

**Proposed Resolution** Staff recommends approval of the new hangar lease with First West Aviation on Lot 51A.

**Cost** \$

**Action Taken**

**Requested by** Cameron Cutler

**File Attachments** firstwestaviation51a-leaseagreementsigned071019143112.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** No

**Approved in Budget?** N/A **Amount:**



**PRIVATE HANGAR AGREEMENT**

**BETWEEN**

**CITY OF ST. GEORGE**

**&**

**First West Aviation – Lot 51-A**

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## PRIVATE HANGAR AGREEMENT

THIS PRIVATE HANGAR AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the 3 day of July 2019, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and First West Aviation, ("Tenant").

### RECITALS

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

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

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

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

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

#### 1. Agreement to Lease and Operate Concession

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

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

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

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

Make Piper  
Model Seneca  
Registration Number N814WT

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

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

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

**2. Term.** This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on \_\_\_\_\_, 20\_\_ (the "Commencement Date") and shall continue until \_\_\_\_\_, 20\_\_, (the "Expiration Date").

**3. Rent**

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

**B. Additional Rent.** Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.



#### **4. Tenant's Use of Premises and Airport**

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

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

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

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

**E. Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises or the Airport and all other obligations for which a lien may be created relating thereto

(including, but not limited to, utility charges and work for the Tenant Improvements). Within ten (10) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with City cash or other security acceptable to City in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein.

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

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

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

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

**J. Removal of Disabled Aircraft.** When consistent with Laws and Regulations, Tenant shall promptly remove or cause to be removed from any portion of the Airport not leased by Tenant the Aircraft or any other aircraft that Tenant owns or controls if it becomes disabled. Tenant may store such aircraft within the Tenant Improvements or, with City's prior

written consent, elsewhere at the Airport on terms and conditions established by City. If Tenant fails to comply with this requirement after a written request by City to comply, City may (but is not required to) cause the removal of any such aircraft at Tenant's expense by any means that City determines, in its sole discretion, to be in City's best interests.

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

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

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

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

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

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

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

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

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

## **5. City's Rights and Obligations**

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

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

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

ii. **Notice.** In addition to the rights set forth in Section 5.B.i, City and City's Associates shall have the right to enter the Tenant Improvements for any other purpose relating to the Airport (including, but not limited to, in order to conduct inspections, determine compliance with the Agreement, and conduct Airport work) provided that they shall not unreasonably interfere with Tenant's use of the Premises. In connection with such entry, City shall provide twenty four (24) hours' advance notice to Tenant by sending a message to Tenant if: (a) Tenant maintains on file with City a working email address (or an address in another format designated by City) that is capable of accepting messages for Tenant, and (b) Tenant provides to City a key or other access to the Premises by no later than the time of the entry. If Tenant does not comply with all of the foregoing conditions for such notice, City and City's

Associates shall have the right to enter the Tenant Improvements as determined by City in City's sole discretion.

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

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

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

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

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



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

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

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

## **6. Indemnity, Insurance, and Letter of Credit**

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

**B. Waiver.** Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises or the Airport.

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

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

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

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

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

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

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

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

## **7. Hazardous Materials**

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

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

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

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



## **8. Assignment and Subleasing**

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

### **B. Permitted Encumbrances.**

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

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

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

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

## **9. Damage, Destruction, and Condemnation**

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

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

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

#### **10. Default**

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

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

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

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

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

## **11. Expiration or Termination**

### **A. Disposition of Tenant Improvements.**

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

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

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



acceptance of such surrender.

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

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

## **12. General Provisions**

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

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

If to City:

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

If to Tenant:

First West Aviation  
PO Box 57307  
Murry, UT 84157

with a required, simultaneous copy to:

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

with a required, simultaneous copy to:

Either City or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section

12.B and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

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

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

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

CITY OF ST. GEORGE

\_\_\_\_\_  
Jonathan T. Pike, Mayor

Attest:

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

Approved as to form:

\_\_\_\_\_  
Paula Houston, Deputy City Attorney

FIRST WEST AVIATION

By:  Fred W. Jones

Its: General Manager

7-3-2019

## **EXHIBIT A**

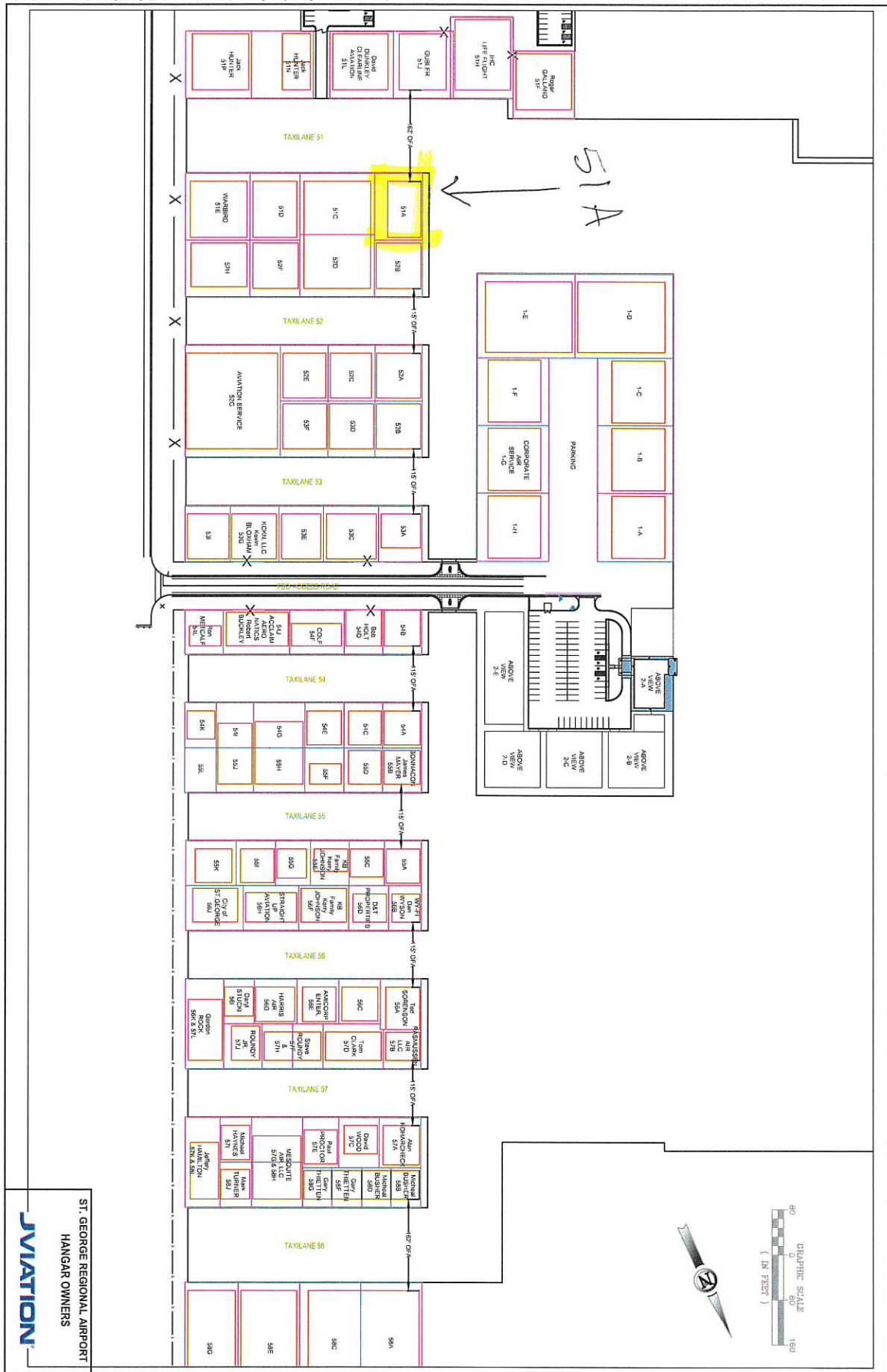
### **PREMISES**

Property description of the Premises:

Lot(s) Fifty One A (51-A) on the St. George Airport Hangar Parcel Plat, which contains Ten Thousand Three Hundred & Eighty (10,380) square feet. For informational purposes, such lot is depicted on the following page.

The remainder of this page has been intentionally left blank





## EXHIBIT B

### TENANT CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B  
ATTACHMENT 1**

**INITIAL TENANT IMPROVEMENTS**

Date for Tenant's Access to the Premises: NA

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

Schedule for Construction:

Commencement of the Work: \_\_\_\_\_

Substantial Completion: \_\_\_\_\_

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

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

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

## EXHIBIT C

### RENT AND PAYMENT

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

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
01/2016 – 12/2020	\$0.214	10,380	\$2,221.32
1/2021 – 12/2025	\$0.255	10,380	\$2,646.90
1/2026 – 12/2030	\$0.303	10,380	\$3,145.14
1/2031 – 12/2035	\$0.361	10,380	\$3,747.18
1/2036 – 12/2040	\$0.430	10,380	\$4,463.40
1/2041 – 12/2045	\$0.511	10,380	\$5,304.18
01/2046 – 12/2050	\$0.605	10,380	\$6,279.90

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

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

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

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

c. **No Demand and Effect of Payment.** All sums relating to this Agreement shall be due without prior notice or demand except when notice is necessary to make Tenant aware of the amount due if such amount is not otherwise set forth in this Agreement. Tenant shall make all payments without set-off or deduction. All sums paid by Tenant shall first be applied to any past due rent beginning with the most recent amount due. No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. City may accept any payment without prejudice to City's rights to recover any sum or pursue other remedies provided by this Agreement or by law.

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

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

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

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

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

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

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



reasonable cost of the audit if the audit establishes a collective discrepancy of more than five percent (5%) for all matters examined.

**C.3 Liquidated Damages.** Tenant agrees that City will be damaged if Tenant fails to comply with this Agreement. Therefore, in addition to any other remedies that City may have or damages that it may pursue, City may take the following actions and charge Tenant damages as stated below not as a penalty, but as liquidated compensatory damages to pay City's administrative costs associated with undertaking the specified act.

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

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



## EXHIBIT D

### INSURANCE REQUIREMENTS

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

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

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

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

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

## EXHIBIT E

### GENERAL PROVISIONS

#### E.1 Governmental Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT F

### HANGAR RULES

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

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

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

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

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

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

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

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

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



DRAFT

Agenda Item Number : 02

## Request For Council Action

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**Date Submitted** 07/12/2019 08:17 AM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Arts Commission

**Subject** Consider approval of the recommendations from the Arts Commission to award RAP Tax grants to various local art organizations.

**Background** The RAP tax provides funding to local art groups that apply and are selected and recommended by the St. George Arts Council and approved by the City Council.

**Proposed Resolution** Staff recommends approval as recommended by the Arts Commission.

**Cost** \$

**Action Taken**

**Requested by** Shane McAfee

**File Attachments**

**Approved by Legal  
Department?** NA

**Approved by City Admin  
Services?** NA

**Approved in Budget?** No **Amount:**

## 2019 City of St. George RAP Tax Allocations

Number	Organization	Requested Amount	Final Recommendation
1	Art Around the Corner	\$ 10,000.00	\$ 5,000.00
2	ARTS, Inc. - Laughing Cactus Puppetry Guild	\$ 2,000.00	\$ 1,500.00
3	ARTS, Inc. - St. George Jazz Festival	\$ 12,000.00	\$ 10,000.00
4	ARTS, Inc. - St. George Literary Arts Festival	\$ 40,000.00	\$ 4,000.00
5	ARTS, Inc. - StreetFest	\$ 10,000.00	\$ 2,000.00
6	ARTS, Inc. - The DiFiore Center	\$ 20,000.00	\$ 10,000.00
7	Children's Musical Theater St George	\$ 8,750.00	\$ 4,000.00
8	DinosaurAh!Torium	\$ 7,000.00	\$ 5,000.00
9	Dixie Watercolor Society	\$ 10,960.00	\$ 4,000.00
10	Exchange Club	\$ 8,000.00	\$ 7,500.00
11	Film and Media Alliance of Southern Utah	\$ 9,000.00	\$ 5,000.00
12	Lieto Voices Community Choir	\$ 7,000.00	\$ 4,500.00
13	Rebel Jazz Band - ARTS, Inc.	\$ 10,000.00	\$ 7,000.00
14	Red Rock Writers	\$ 2,000.00	\$ 2,000.00
15	Sears Art Museum Gallery	\$ 30,000.00	\$ 10,000.00
16	Southern Utah Art Guild	\$ 32,000.00	\$ 7,500.00
17	Southern Utah Heritage Choir	\$ 50,000.00	\$ 25,000.00
18	Southwest Symphony Orchestra	\$ 25,000.00	\$ 25,000.00
19	Space Between	\$ 5,000.00	\$ 1,000.00
20	St. George Chamber Singers	\$ 5,000.00	\$ 4,000.00
21	St. George Children's Museum	\$ 60,000.00	\$ 25,000.00
22	St. George Dance Company	\$ 23,000.00	\$ 15,000.00
23	St. George Musical Theater	\$ 35,000.00	\$ 25,000.00
24	St. George Opera	\$ 15,000.00	\$ 4,000.00
25	Stage Door	\$ 45,000.00	\$ 15,000.00
26	Western Sky Aviation Warbird Museum	\$ 8,000.00	\$ 6,500.00
27	Zion Youth Symphony	\$ 3,000.00	\$ 2,000.00
28	Celebrity Concert Series	\$ 34,000.00	\$ 25,000.00
29	Southern Utah Comedy Theater	\$ 10,000.00	\$ 3,000.00
30		\$ -	
31		\$ -	
	Total	536,710.00	264,500.00



DRAFT

Agenda Item Number : 03

## Request For Council Action

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**Date Submitted** 07/10/2019 05:25 PM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Marc Mortensen

**Subject** Consider the sale of City-owned property in the St. George Industrial Park to Dixie Development Corporation.

**Background** The 3.32 acre City-owned parcel (Tax ID: SG-IND-P-13) is located directly behind the 444 North Industrial Road parcel which is owned by Dixie Development Corporation. There were two adjacent property owners who submitted offers with Dixie Development Corporation submitting the highest offer at \$362,500.

**Proposed Resolution** The legal department is drafting the Sale Agreement and staff recommends approval of the sale of the property for \$362,500.

**Cost** \$

**Action Taken**

**Requested by** Marc Mortensen

**File Attachments**

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** Yes

**Approved in Budget?** N/A **Amount:**

DRAFT

Agenda Item Number : 04

## Request For Council Action

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**Date Submitted** 06/27/2019 12:22 PM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Roger Bundy, R&B Surveying

**Subject** Public Hearing and consideration of an ordinance amending the final subdivision plat for Lots 21 & 22 of the Millcreek Industrial Park by merging a portion of Lots 21 & 22 together into one lot and vacate the utilities easement located between said lots.

**Background** This request is to consider an amended final subdivision plat located at 269 North 3050 East Street. The purpose of this amendment is to merge a portion of Lots 21 and 22 together into one lot and vacate the utilities easement located between said lots; zoning is M-2.

**Proposed Resolution** City staff and Planning Commission recommended approval.

**Cost** \$

**Action Taken**

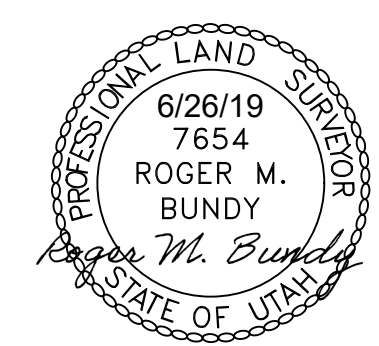
**Requested by** Todd Jacobsen

**File Attachments** lots2122millcreekindustrialpark062719122228.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** NA

**Approved in Budget?** N/A **Amount:**



I, ROGER M. BUNDY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7654 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE PREPARED THE HEREOIN BOUNDARY DESCRIPTION FROM RECORD INFORMATION CONTAINED IN THE WASHINGTON COUNTY RECORDER'S OFFICE AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID RECORD INFORMATION.

DEED DESCRIPTION (DOC. NO. 20190002869-EXHIBIT "A"):  
 LOTS 21 AND 22, MILLCREEK INDUSTRIAL PARK, LOCATED IN SECTION 22,  
 TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN,  
 FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER OF SAID SECTION 22, THENCE NORTH 0°52'17" WEST 754.0 FEET ALONG THE CENTER SECTION LINE; THENCE NORTH 89°07'43" EAST, 559.97 FEET TO THE WEST RIGHT-OF-WAY LINE OF 3050 EAST STREET; THENCE SOUTH 0°52'17" EAST, 547.32 FEET ALONG SAID RIGHT-OF-WAY LINE TO A CURVE TO THE RIGHT AND HAVING A 760.0 FOOT RADIUS; THENCE SOUTHWESTERLY 208.71 FEET ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE FOR 3050 EAST STREET THROUGH A CENTRAL ANGLE OF 15°44'03"; THENCE SOUTH 89°07'43" WEST, 536.08 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED  
PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 21, MILLCREEK INDUSTRIAL PARK, LOCATED NORTH 0°52'17" WEST, ALONG THE QUARTER SECTION LINE 377.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°52'17" WEST ALONG THE QUARTER SECTION LINE AND THE WEST LINE OF SAID LOT 754.00 FEET TO THE NORTHWEST CORNER OF LOT 22; THENCE NORTH 89°27'43" EAST ALONG THE NORTH LINE OF SAID LOT 120.00 FEET; THENCE SOUTH 89°52'17" EAST 666.32 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'17" EAST 100.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 21; THENCE SOUTH 89°07'43" WEST 493.12 FEET TO THE POINT OF BEGINNING.

MILLCREEK INDUSTRIAL PARK PORTION OF LOTS 21 & 22 MERGER:  
PORTIONS OF LOTS 21 AND 22, MILLCREEK INDUSTRIAL PARK, LOCATED  
IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE  
AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22, THENCE N05°21'17"W, 1131.00 FEET ALONG THE CENTER SECTION LINE AND N89°07'43"E, 120.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 22, RUNNING THENCE N89°07'43"E, 439.97 FEET ALONG SAID NORTH LINE TO THE WEST RIGHT-OF-WAY LINE OF 3050 EAST (BEING THE NORTHEAST CORNER OF LOT 22); THENCE S58°12'02"E, 32.00 FEET ALONG THE RIGHT-OF-WAY LINE OF 3050 EAST (EAST LINE OF SAID LOT 22 AND 21), TO THE POINT OF CURVE OF A 760.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S87°51'17"W, THENCE SOUTHWESTERLY 208.71 FEET ALONG THE ARC OF SAID CURVE, AND THE WESTERLY RIGHT-OF-WAY LINE OF 3050 EAST, THROUGH A CENTRAL ANGLE OF 15°44'03" TO A POINT ON THE SOUTH LINE OF SAID LOT 21, THENCE S04°12'42"E, 42.98 FEET ALONG S04°12'42"E, 42.98 FEET TO THE POINT OF 385.70 FEET; THENCE N05°21'17"W, 656.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.163 ACRES

BEGINNING AT A POINT S0°52'17"E, 15.00 FEET AND S89°07'43"W, 15.00 FEET FROM THE NORTHEAST CORNER OF LOT 21 OF MILLCREEK INDUSTRIAL PARK, RECORDED #237831 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S89°07'43"W, 424.97 FEET TO A POINT ON THE EAST LINE OF CITY OF ST. GEORGE PROPERTY DESCRIBED IN DOCUMENT NO. 00515675 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N0°52'17"W, 30.00 FEET ALONG SAID EAST LINE; THENCE N89°07'43"E, 424.97 FEET; THENCE S0°52'17"E, 30.00 FEET TO THE POINT OF BEGINNING.

THE PURPOSE OF THIS EXHIBIT IS TO SHOW THE MERGER OF PORTIONS OF PLATTED LOTS 21 AND 22 OF THE MILLCREEK INDUSTRIAL PARK SUBDIVISION AS DESCRIBED HEREON AND TO SHOW THE PROPOSED EASEMENT VACATION ALONG THE LOT LINE BETWEEN LOTS 21 AND 22. THE BASIS OF BEARING FOR THE MERGED PARCELS AS DESCRIBED HEREON IS N0°52'17"W ALONG THE NORTH-SOUTH CENTER SECTION LINE BETWEEN THE SOUTH QUARTER CORNER (1978 WASHINGTON COUNTY GRASS CAP) AND THE CENTER QUARTER CORNER (1976 WASHINGTON COUNTY GRASS CAP) TO THE CENTER LINE (CORN CRACK WALL). NO BOUNDARY CORNERS WERE PLACED IN CONJUNCTION WITH PREPARATION OF THE HEREON BOUNDARY DESCRIPTION.

 SECTION MONUMENT AS NOTED

PROPERTY MERGER  
EASEMENT VACATION  
EXHIBIT

PREPARED BY: R&B SURVEYING  
257 PRICKLEY PEAR DRIVE WASHINGTON, UTAH 84780  
PHONE: 435-632-3540

LOCATION:  
SE 1/4 SEC. 22, T42S, R15W, SLB&M

COMPLETED:  
MARCH 11, 2019

REQUESTED BY:  
A.I. CONSTRUCTION, INC.





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

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

**AN ORDINANCE AMENDING  
LOTS 21 & 22, MILLCREEK INDUSTRIAL PARK  
LOCATED IN ST. GEORGE, WASHINGTON COUNTY, UTAH  
(MERGING THE LOTS TOGETHER AND VACATING THE UTILITY EASEMENT  
LOCATED BETWEEN SAID LOTS)**

**Tax ID:** SG-MIP-21-A-MD and SG-MIP-22-A-MD

**WHEREAS**, the St. George City Council approved the Final Subdivision Plat for Millcreek Industrial Park on the 15<sup>th</sup> day of April, 1982, which was recorded in the Washington County Recorder's Office as document number 237831; and

**WHEREAS**, a Special Warranty Deed was recorded in the Washington County Recorder's Office merging said lots together as document number 20190010194; and

**WHEREAS**, the owner of the real property of Lots 21 and 22, Millcreek Industrial Park, has petitioned the St. George City Council to merge said lot together into one lot, and vacate the utility easement located between said lots, as shown in Exhibits A and B; and

**WHEREAS**, the City Council has determined that amending the Final Subdivision Plat for Millcreek Industrial Park, by merging Lots 21 and 22 together into one lot, and vacating the utility easement located between said lots, 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, that the Final Subdivision Plat for Millcreek Industrial Park is amended, and by so doing, Lots 21 and 22 are merged together into one lot, and the utility easement is vacated between said lots, as shown in Exhibits A and B, attached hereto and incorporated herein. This Ordinance shall become effective immediately upon the date executed below, and upon posting as required by law.

APPROVED AND ADOPTED by the St. George City Council, this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF ST. GEORGE:

\_\_\_\_\_  
Jonathan T. Pike, Mayor


ATTEST:

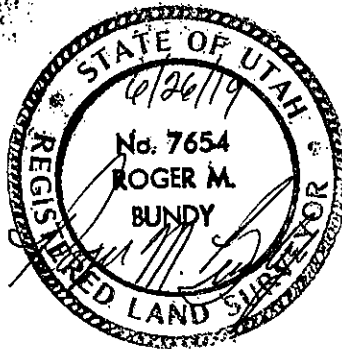
\_\_\_\_\_  
Christina Fernandez, City Recorder

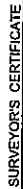
EXHIBIT "A"  
LEGAL DESCRIPTION FOR  
VACATION OF A PORTION OF UTILITIES EASEMENT ALONG THE LOT LINE  
BETWEEN LOTS 21 AND 22 OF MILLCREEK INDUSTRIAL PARK

BEGINNING AT A POINT S0°52'17"E, 15.00 FEET AND S89°07'43"W, 15.00 FEET FROM THE NORTHEAST CORNER OF LOT 21 OF MILLCREEK INDUSTRIAL PARK, RECORDED #237831 IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE S89°07'43"W, 424.97 FEET TO A POINT ON THE EAST LINE OF CITY OF ST. GEORGE PROPERTY DESCRIBED IN DOCUMENT NO. 00515675 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE N0°52'17"W, 30.00 FEET ALONG SAID EAST LINE; THENCE N89°07'43"E, 424.97 FEET; THENCE S0°52'17"E, 30.00 FEET TO THE POINT OF BEGINNING.

PREPARED BY:  
R&B SURVEYING, INC.

  
ROGER M. BUNDY  
UTAH PLS NO. 7654





I, ROGER M. BLUNTY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7684 IN ACCORDANCE WITH TITLE 58, CHAPTER 32, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE PREPARED THE HEREON BOUNDARY DESCRIPTION FROM RECORD INFORMATION CONTAINED IN THE WASHINGTON COUNTY RECORDS OFFICE, AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF SAID RECORD INFORMATION.

DEED DESCRIPTION (DOC. NO. 20150002569-EXHIBIT "A")  
 LOTS 21 AND 22, MILLCREEK INDUSTRIAL PARK, LOCATED IN SECTION 22,  
 TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN,  
 FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER OF SAID SECTION 22, THENCE NORTH 15°21' WEST 754.0 FEET ALONG THE CENTER SECTION LINE, THENCE NORTH 89°37' EAST, 589.1 FEET TO THE WEST RIGHT-OF-WAY LINE OF 2065 EAST STREET; THENCE SOUTH 0°21' EAST, 541.0 FEET ALONG SAID RIGHT-OF-WAY LINE TO A CURVE TO THE EAST, 541.0 FEET ALONG A TANGENT POINT RADIUS, THENCE SOUTHWESTERLY 208.1 FEET ALONG A CURVE TO THE RIGHT, 208.1 FEET ALONG THE RIGHT-OF-WAY LINE FOR 360.0 FEET TO A POINT OF BEGINNING, THENCE SOUTH 69°07' WEST, 346.0 FEET TO THE POINT OF BEGINNING.

PROPERTY:  
BEGINNING AT THE SOUTHWEST CORNER OF LOT 21, MILL CREEK INDUSTRIAL PARK, LOCATED NORTH 9°32'11" WEST, ALONG THE QUARTER SECTION LINE 37.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 44 SOUTH, RANGE 13 WEST, SALT LAKE BASIN, UT, THENCE S81°50'17" WEST ALONG THE QUARTER SECTION LINE AND THE WEST 1/4 SECTION 12, 174.00 FEET TO THE NORTHWEST CORNER OF LOT 22; THENCE NORTH 24°04'26" EAST ALONG THE LINE OF S&D LOT 123.00 FEET; THENCE SOUTH 10°52'11" EAST 434.12 FEET; THENCE SOUTH 71°02'21" WEST 350.00 FEET TO A POINT ON THE SOUTH LINE OF S&D LOT 21; THENCE SOUTH 48°34'33" WEST 424.12 FEET TO THE POINT OF BEGINNING.

MILL CREEK INDUSTRIAL PARK, PORTION OF LOTS 21 & 22, MERGER, PORTIONS OF LOTS 21 AND 22, MILL CREEK INDUSTRIAL PARK, LOCATED IN SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASIN AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22, THENCE N69°52'17"W, 1131.00 FEET ALONG THE CENTER SECTION LINE AND N69°07'43"E, 150.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 2, RUNNING THENCE N69°07'43"E, 426.97 FEET ALONG SAID NORTH LINE TO THE WEST

RIGHT-OF-WAY LINE OF 3600 EAST (BEING THE NORTHEAST CORNER OF LOT 22), THENCE 30°21'17" E, 547.23 FEET ALONG THE RIGHT-OF-WAY LINE OF 3600 EAST (EAST LINE OF SAO LOTS 22 AND 21), TO THE POINT OF CURVE OF A 170.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, PIVOT POINT BEARS S87°51'17" N, THENCE SOUTHWESTERLY 100.00 FEET ALONG THE ARC OF SAID CURVE, AND THE WESTERLY BEARING OF THE TANGENT LINE THROUGH A CENTRAL ANGLE OF 100°00'00" TO A POINT ON THE SOUTH LINE OF LOT 21, BEARS S80°37'34" N, 42.36 FEET ALONG SAID SOUTH LINE, AND 138.70 FEET, 345.70 FEET, THENCE N07°21'17" E, 656.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.161 ACRES.

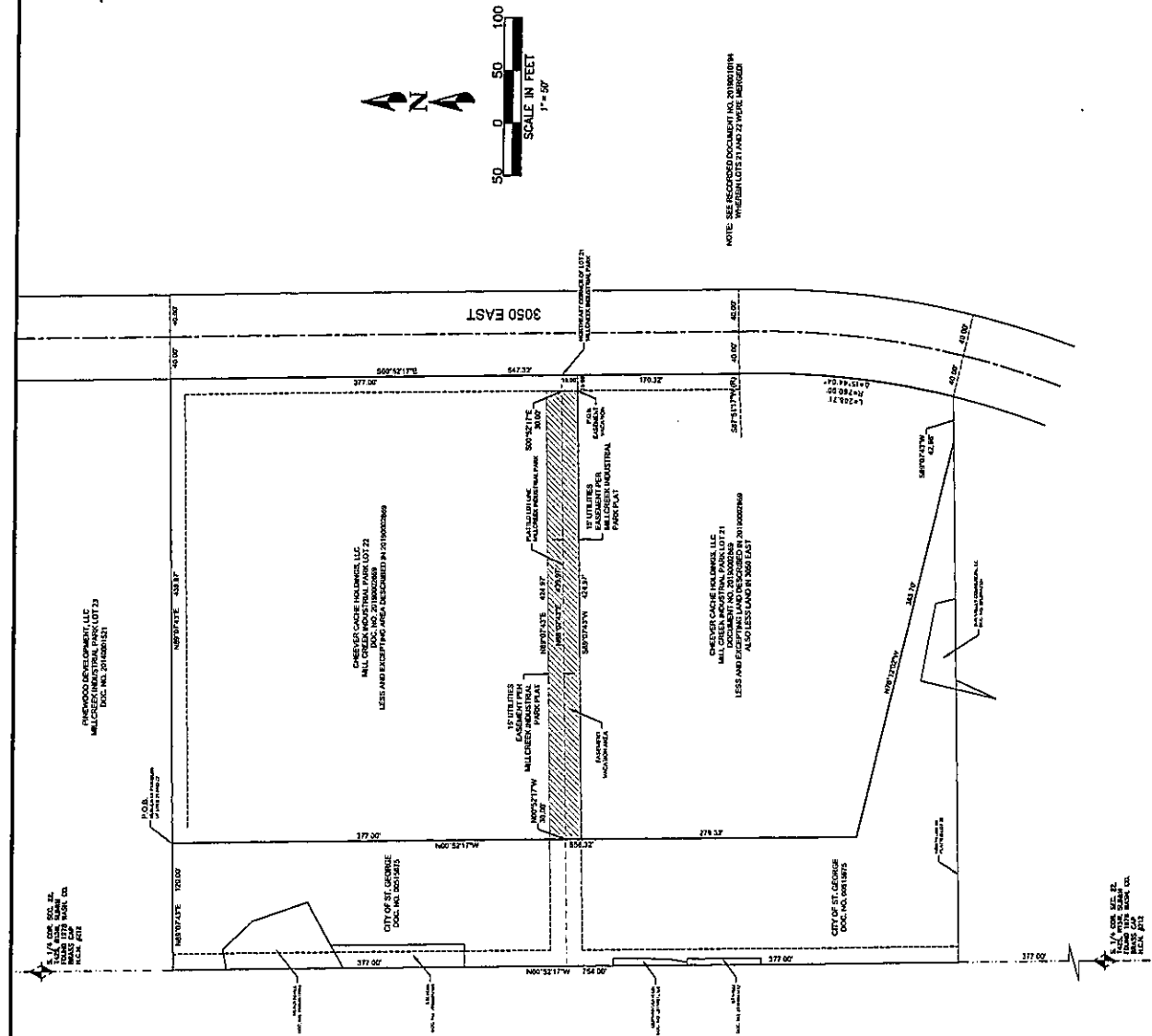
THE PURPOSE OF THE COUNTY IS TO ALLOW THE MERGER OF PORTFOLIOS OF PLATTED LOTS 21 AND 22 TO BE COMPLETED. THE PROPOSED SUBDIVISION AS DESCRIBED HEREON AND TO SHOW THE PROPOSED EASEMENT VACATION ALONG THE LOT LINE BETWEEN LOTS 21 AND 22. THE BASES OF MEASUREMENTS FOR THE MERGED PARCELS AS DESCRIBED HEREON IS 51°52'17" N ALONG THE NORTH-SOUTH CENTER SECTION LINE BETWEEN THE SOUTH QUARTER CORNER (1978) WASHINGTON COUNTY BRASS CAP, AND THE CENTER QUARTER CORNER (1878) WASHINGTON COUNTY BRASS CAP UNDER CONSTRUCTION ROCK WALL. THE PROPOSED MERGED PARCELS ARE UNDER CONSTRUCTION ROCK WALL.

SECTION MONUMENT AS NOTED

PROPERTY MERGER  
EASEMENT VACATION  
EXHIBIT B

PREPARED BY: R&B SURVEYING  
257 PRICKLEY PEAR DRIVE WASHINGTON, UTAH 84780  
PHONE: 435-633-3540

**LOCATION:**  
SE 1/4 SEC. 22, T42S, R15W, S18E4M





DRAFT

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:**

**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)



<b>Adjacent Zones:</b>	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.

Jun 9, 2019

PC 6/11/19  
2C

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 its own rule that any new development in this area required 1/2 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 1/2 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 of our resources 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



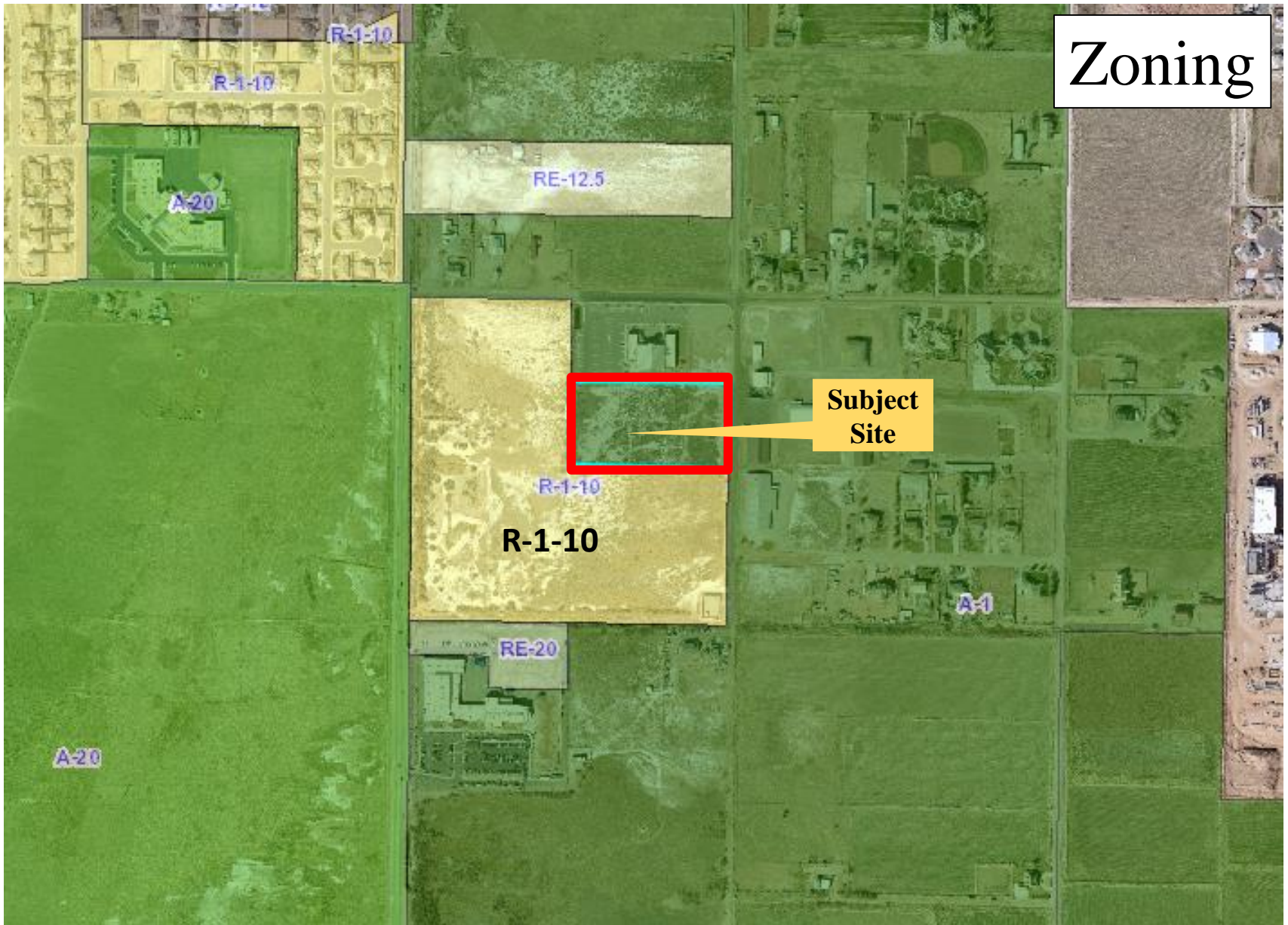
# 3210 East Street





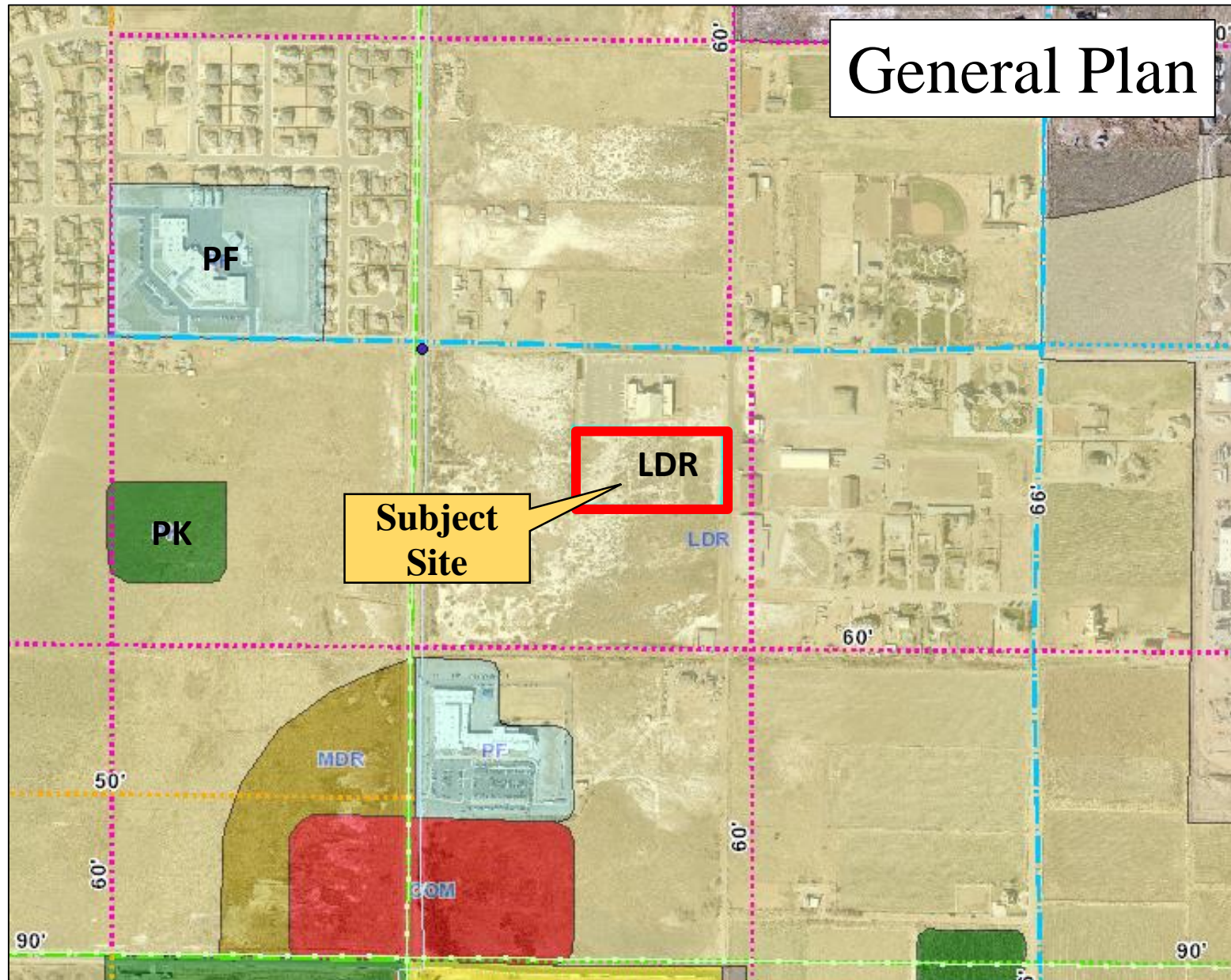
# 3210 East Street

Zoning





# 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 11<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

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

## Exhibit "A"



43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

[alphaengineering.com](http://alphaengineering.com)

**NILE E. PETERSON & JULIE S. PETERSON,  
TRUSTEES OF THE NILE E. PETERSON AND JULIE S. PETERSON FAMILY TRUST  
DATED THE 19<sup>TH</sup> 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 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 3<sup>rd</sup> 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 1<sup>st</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> level will house professional offices.

Note: The 3<sup>rd</sup> 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 3<sup>rd</sup> 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



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 repack and ship the jewelry to fulfill 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.

A handwritten signature in blue ink, appearing to read 'Jeff J. Mathis', written over a horizontal line.

Jeff J. Mathis  
Architect  
MRW Design Associates

CC  
2019-ZCA-023

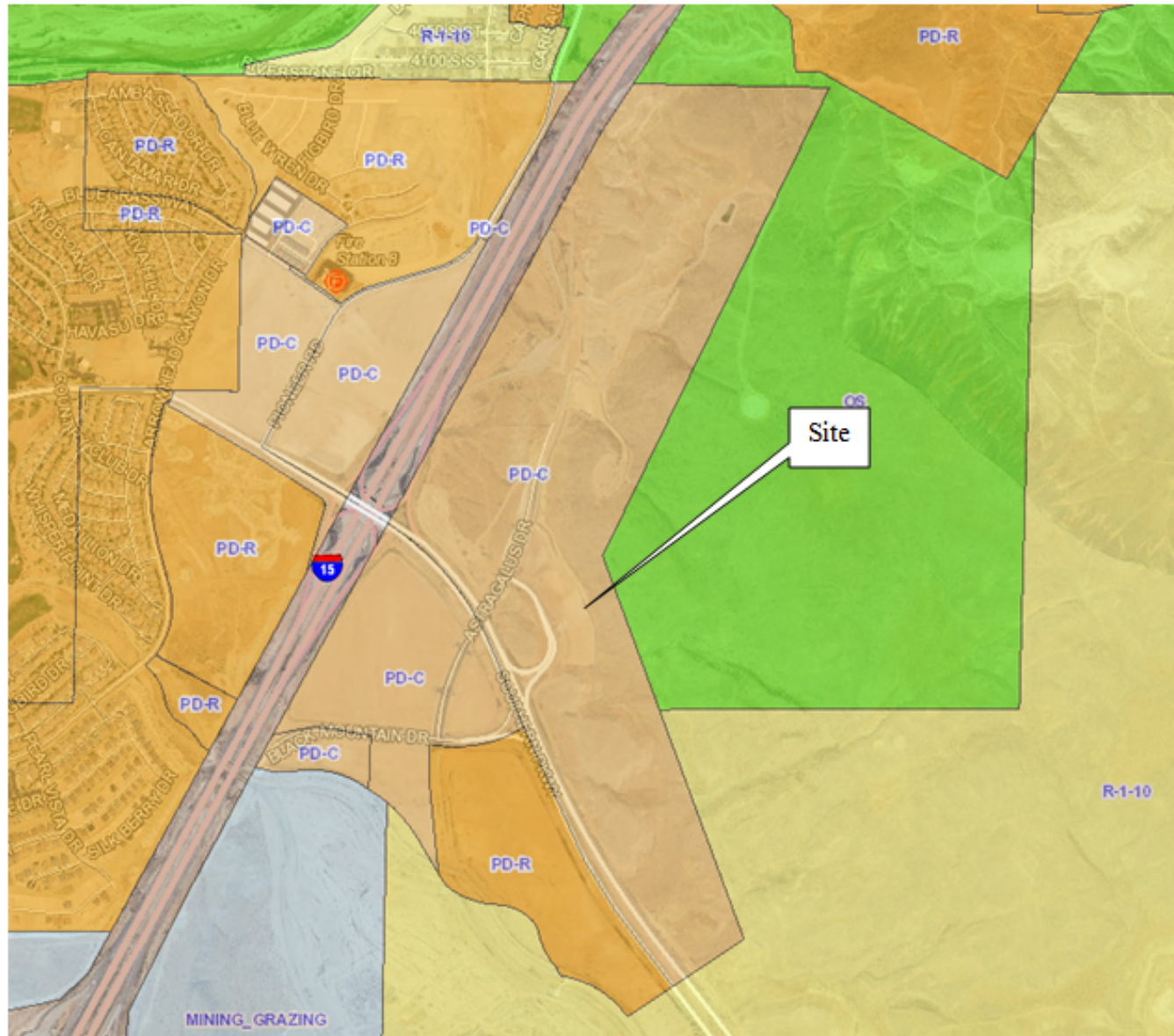
Paparazzi Warehouse #2  
Re-Design

## Vicinity – Aerial

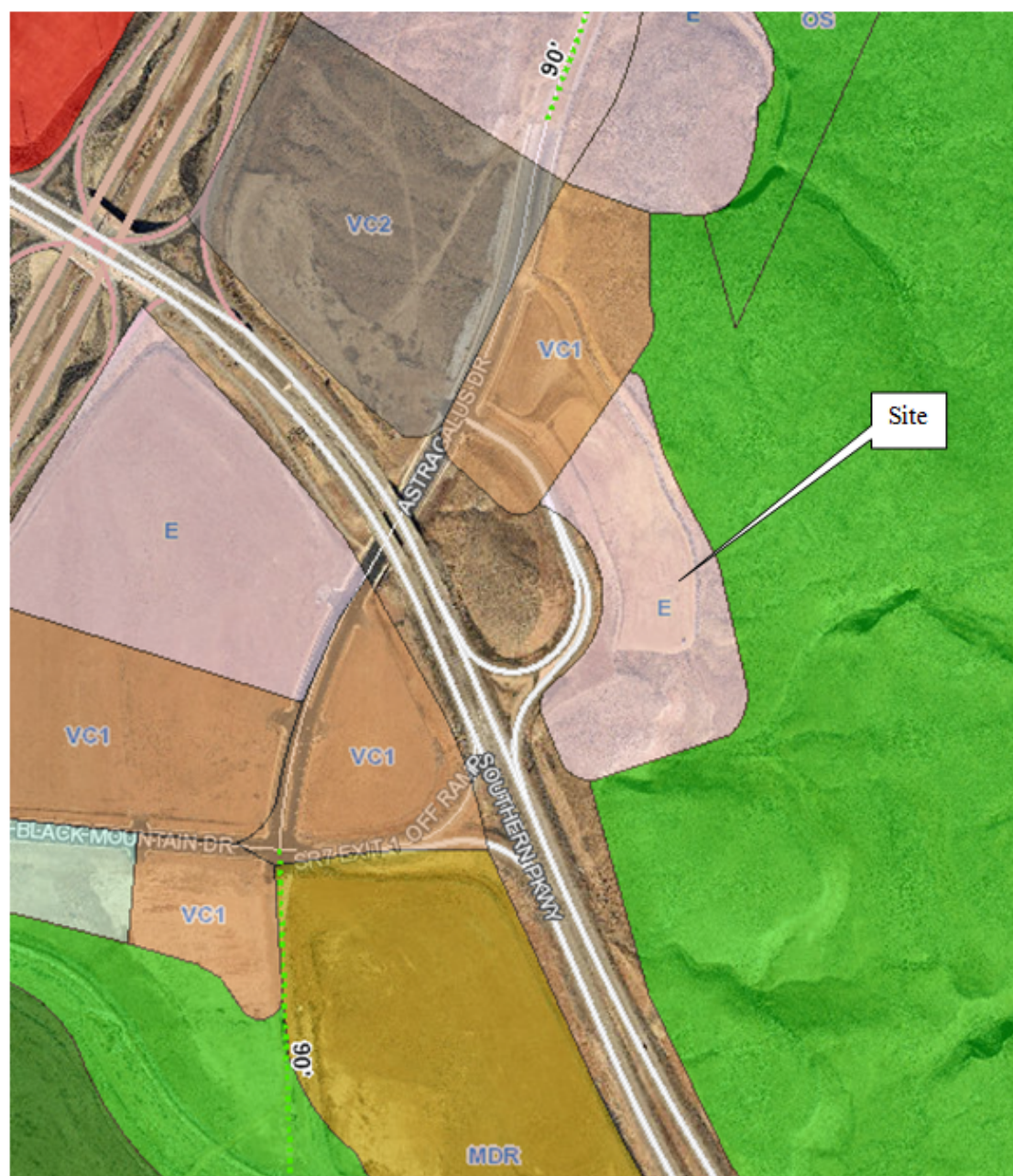




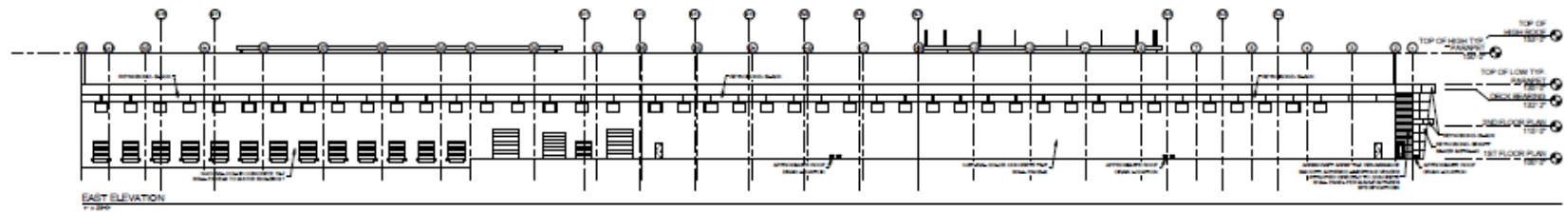
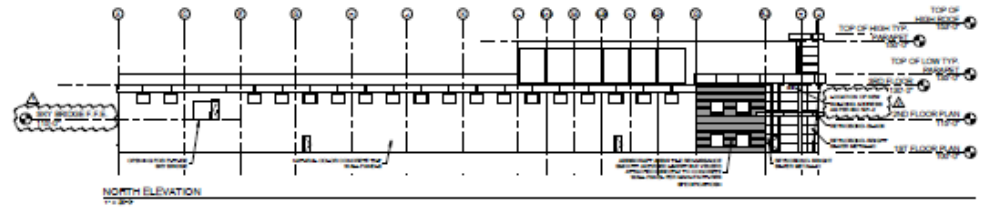
## Vicinity Zoning



## General Plan

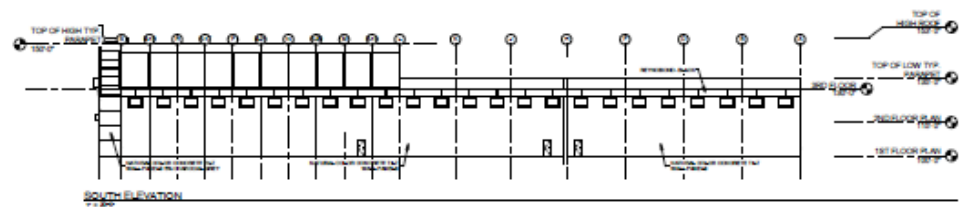


North

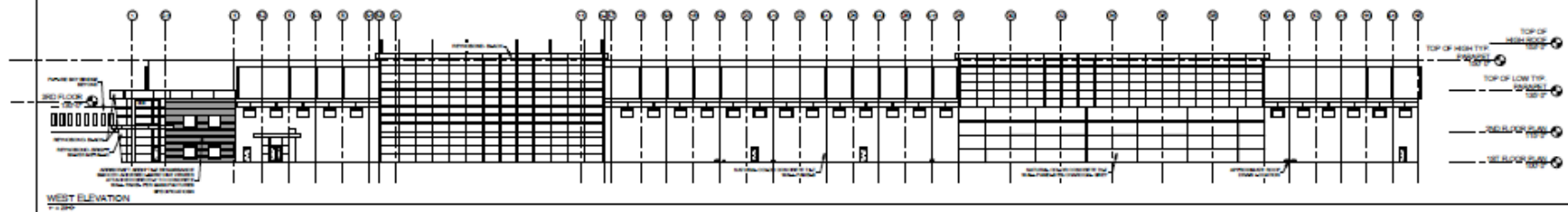


East

South



West



PROJECT NO.	100-000000
DATE	10/1/2010
BY	J.L.M.
CHECKED	J.L.M.



**DESIGN**  
ASSOCIATES INC.  
ARCHITECTURE &  
ENGINEERING

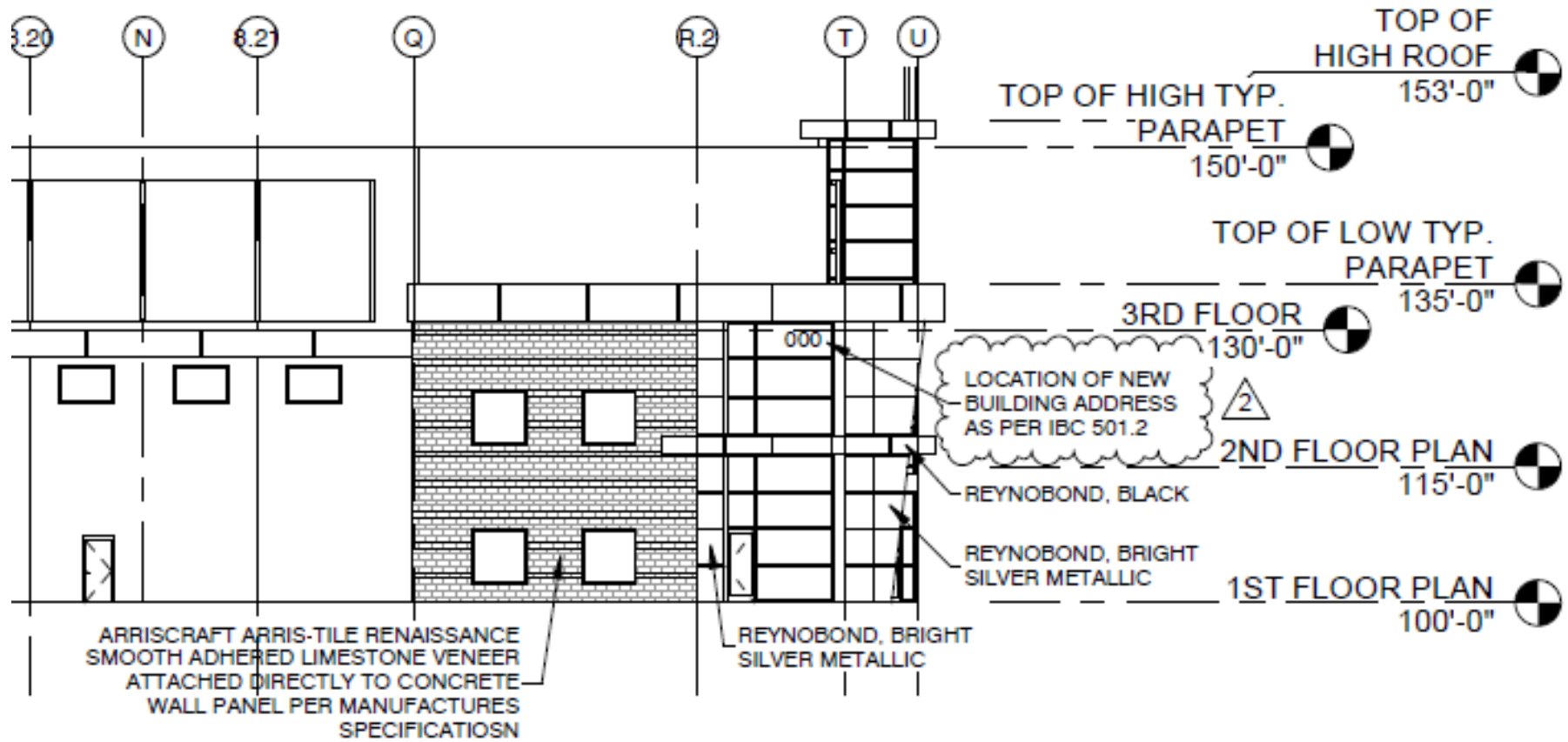
201 W. ALTON LANE # 202  
ST. LOUIS, MO 63103  
(416) 681-2077 (416) 673-3000 fax  
www.mdesign.com

**BUILDING ELEVATIONS**  
NEW PAPAIAZZI FACILITY  
ASTRAAGALLUS DR.  
ST. LOUIS, MO 63103

A4.1



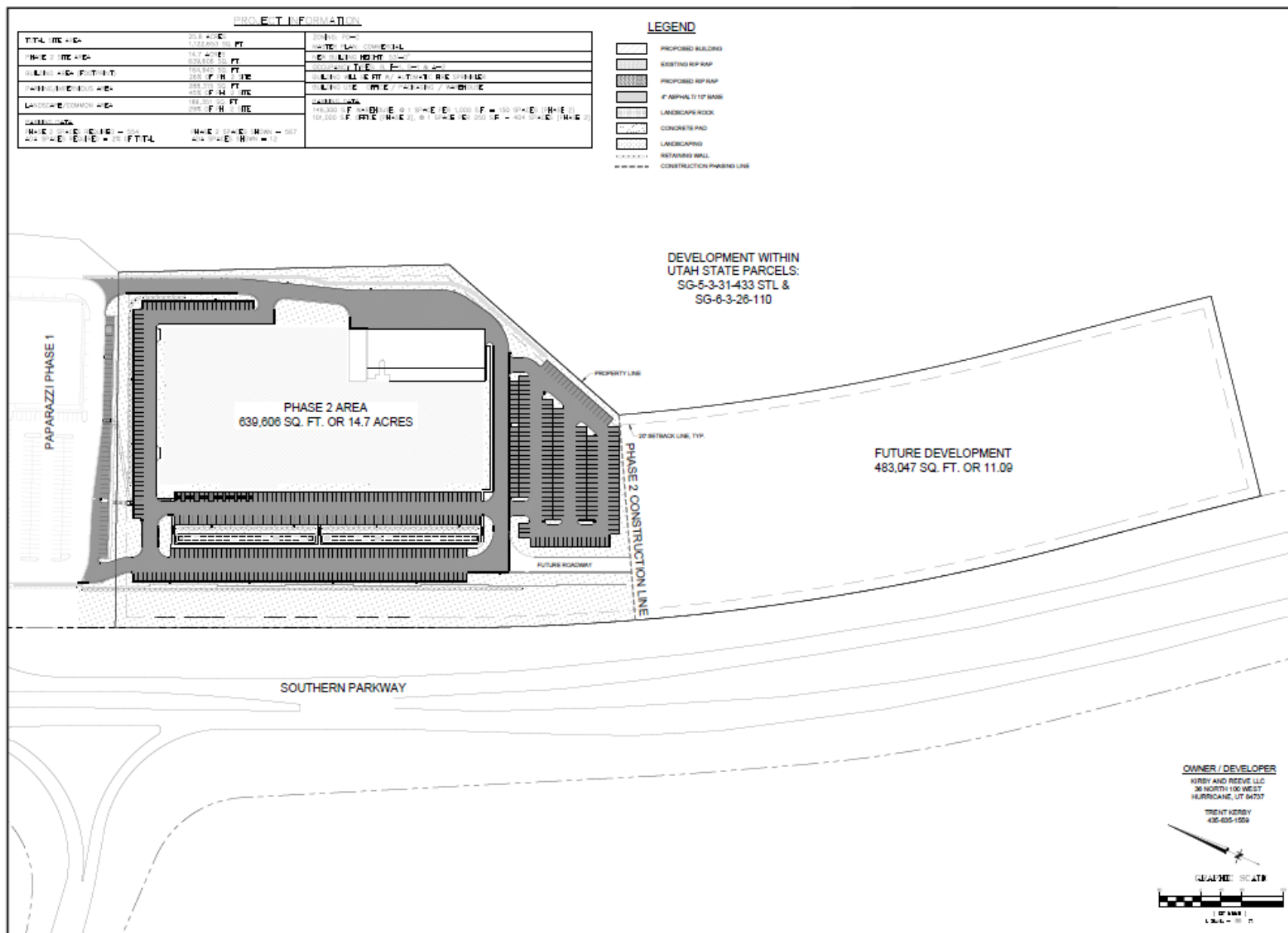
# North – Close-up











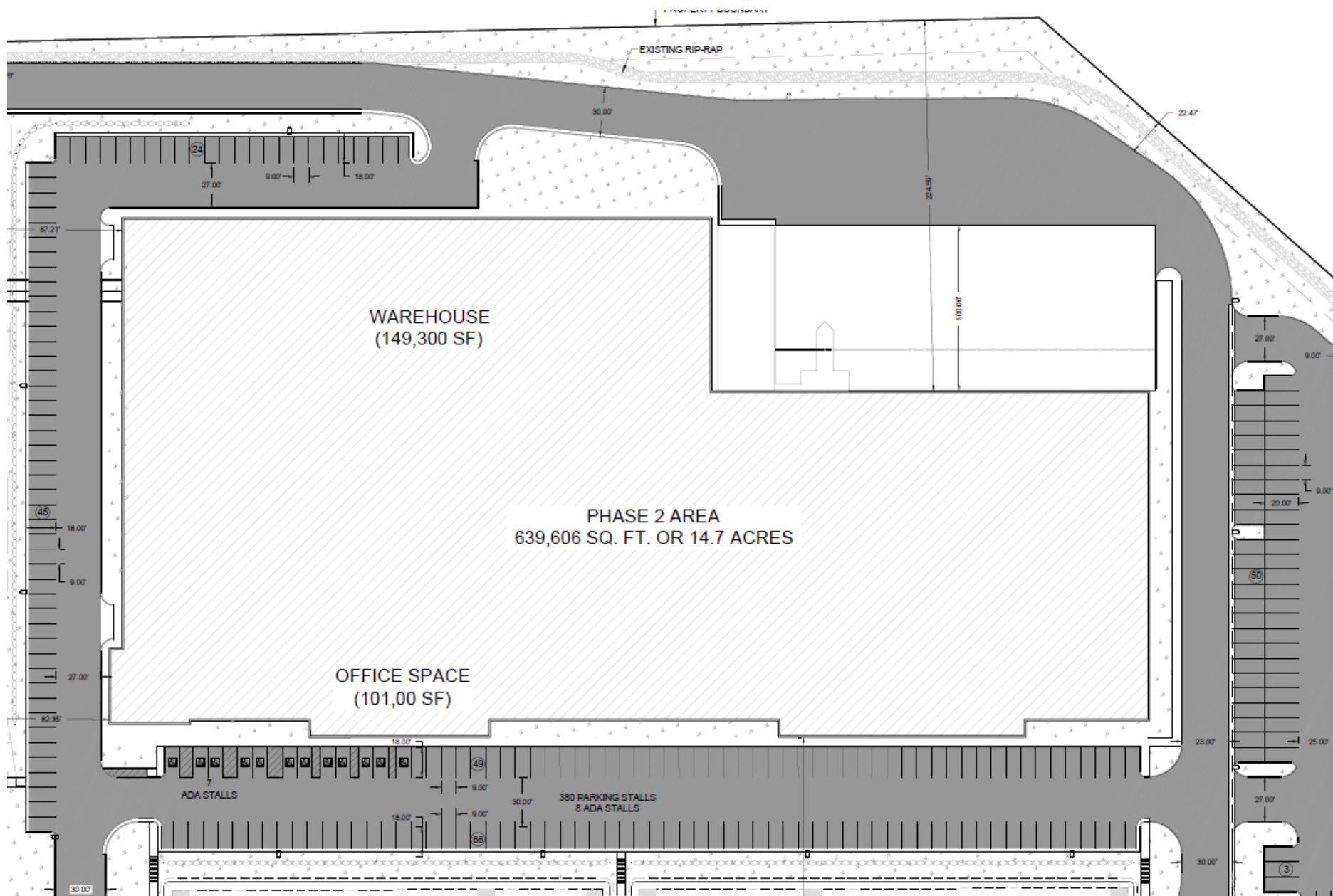
© 2019 Kirby and Reeve LLC. All rights reserved. This plan is for informational purposes only and does not constitute a contract. The plan is subject to change without notice.

**BUSH & GUDGELL, INC.**  
Engineers - Planners - Surveyors  
207 East Talmadge Suite 41  
St. George, Utah 84770  
Phone (435) 673-3337 Fax (435) 673-3811  
www.bushgudgell.com

**OVERALL SITE PLAN**  
PAPARAZZI FACILITY  
DESERT COLOR SOUTH BLOCK  
LOCATED IN ST. GEORGE, UT



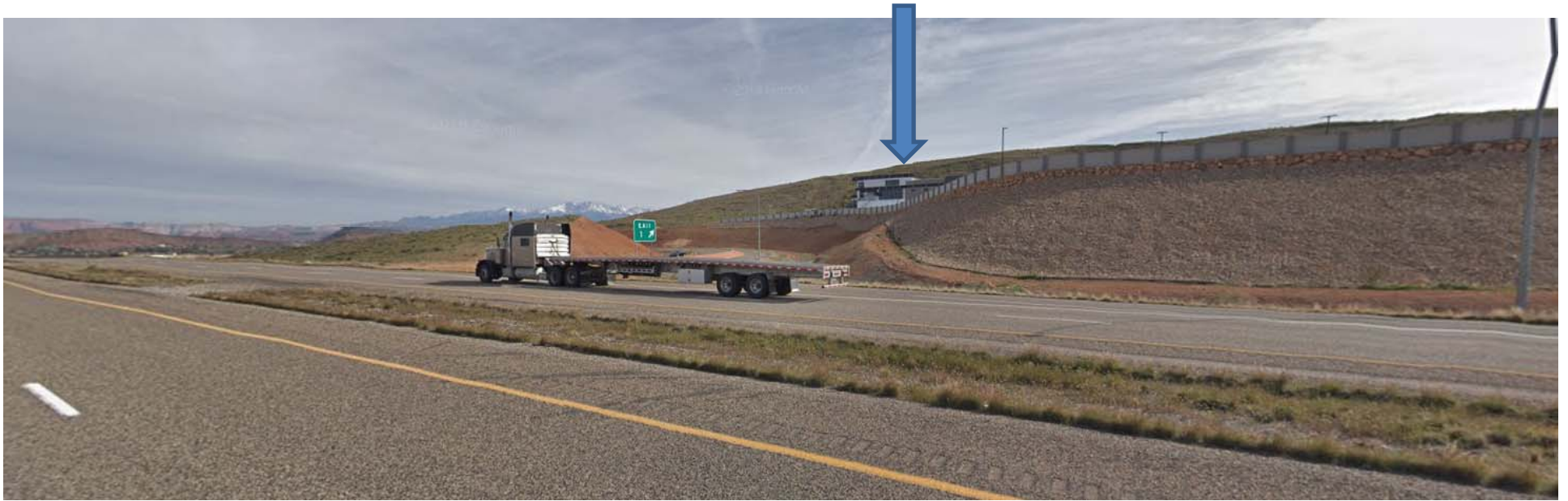


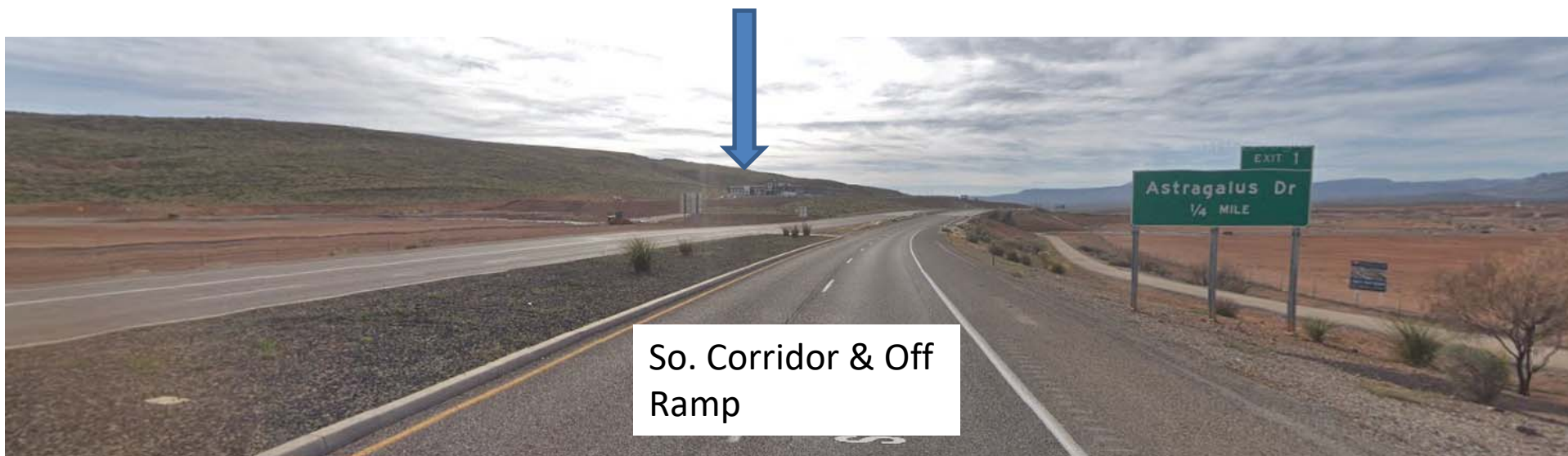






On Southern Corridor heading to I-15 Fwy











# Façade Examples













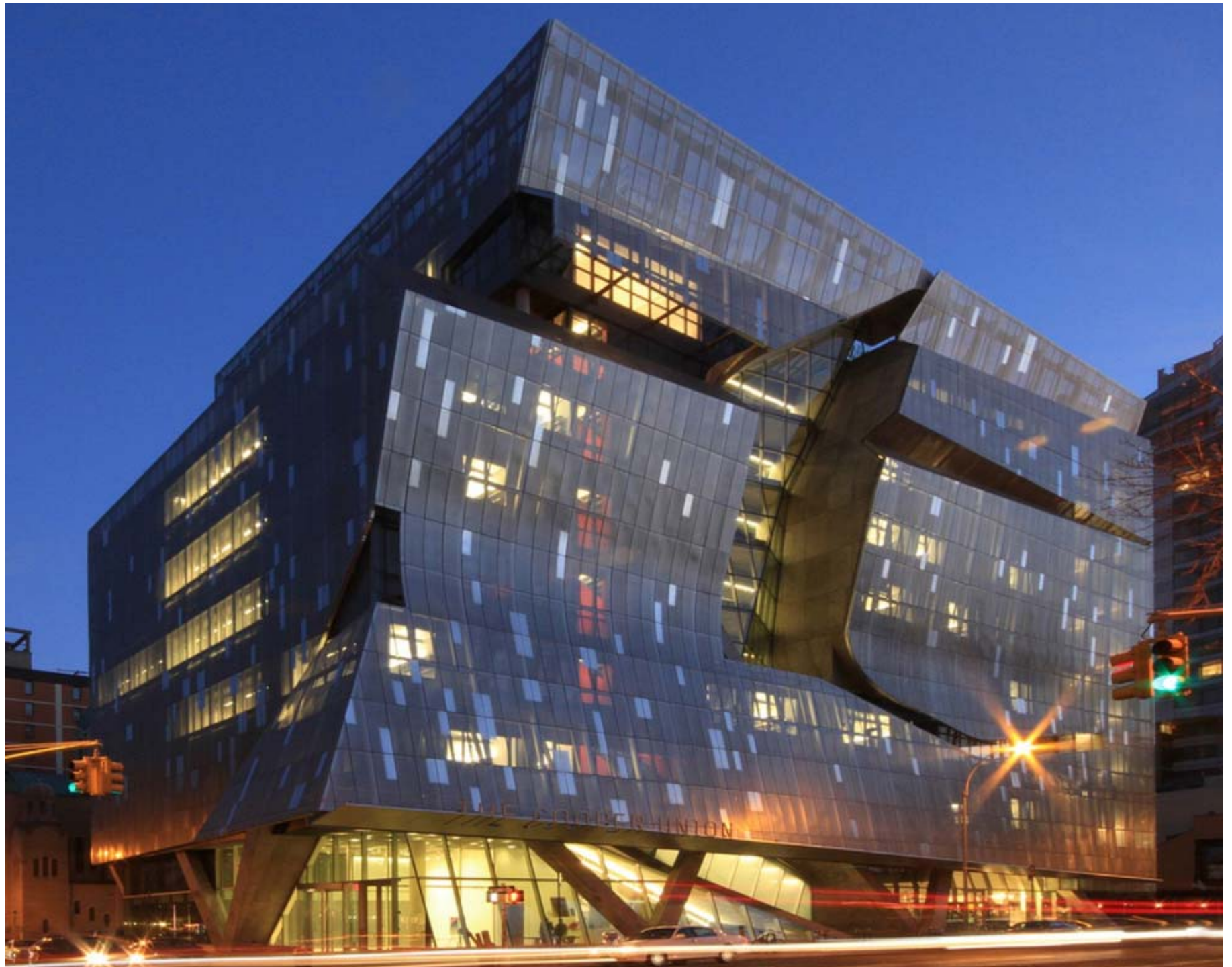














ORDINANCE NO. \_\_\_\_\_

**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](http://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 : 07

## Request For Council Action

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**Date Submitted** 07/01/2019 04:10 PM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Nick Mason

**Subject** Consider approval of an ordinance amending the PD-R (Planned Development Residential) for Silverhawk Townhomes to build a 19-unit residential project generally located north of Dinosaur Crossing Drive and west of 2200 East Street on approximately 1.27 acres.

**Background** This property is currently part of the Dinosaur Crossing Commercial Planned Development. The developer had originally desired to use this space for either a commercial or office building but feels this location is not conducive to commercial or office development. Therefore, the applicant is proposing to change the zone to allow for a multifamily development. The proposal is to build 19 multifamily units. This averages out to 15 units per acre.

**Proposed Resolution** Planning Commission recommends denial

**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: 05/07/2019**  
**PLANNING COMMISSION AGENDA REPORT: 05/21/2019**  
**CITY COUNCIL MEETING: 07/18/2019**

Zone Change Amendment

**Silverhawk**

Case No. 2019-ZCA-017

**Request:** **Tabled item from 4/23/2019 and 05/07/2019:** Consider a Zone Change from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential)

**Owner:** Dino X, LLC

**Representative:** Nick Mason

**Area:** 1.27 acres

**Location:** Generally located north of Dinosaur Crossing Drive and west of 2200 East Street

**Current Zone:** PD-C (Planned Development Commercial)

**General Plan:** HDR and FP (High-Density Residential and Flood Plain)

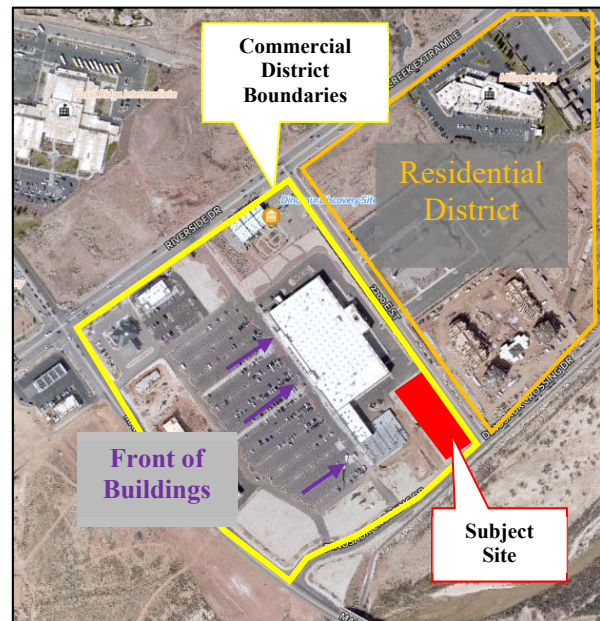


**Background:**

This case was heard at the April 23, 2019 Planning Commission meeting, the Planning Commission tabled this Zone Change Amendment to the May 7, 2019 meeting. The public hearing was opened and closed at the April 23, 2019 meeting. The applicant has chosen to hold this case until this City Council meeting.

This property is currently part of the Dinosaur Crossing Commercial Planned Development. The developer had originally desired to use this space for either a commercial or office building but feels, at this time, this location is not conducive to commercial or office development. Therefore, the applicant is proposing to change the zone to allow for a multifamily development. This development is to be called Silverhawk and will be owned and managed by the same company managing the Grayhawk apartments that are across the street.

The location of this proposed development is on the south east corner of Dinosaur Crossing Drive and 2200 East Street. It is located in the far east corner of the existing commercial development, Dinosaur Crossing. The boundaries for this commercial development are south of Riverside Drive, east of Mall Drive, north of Dinosaur Crossing and west of 2200 East Street. 2200 East Street is the boundary line between the commercial and residential development. This development is proposed on the commercial side of this boundary, and is located in the rear of the existing commercial development. It will be in close proximity to the loading dock of the Bucks Ace Hardware store and the solid-waste dumpsters for Smith's. Access to this development will be through the commercial development. The applicant is required and does show a landscape buffer and masonry wall separating this development from the existing commercial development.



The proposal is to build 19 multifamily units. This averages out to 15 units per acre. Each unit will have 2 bedroom and 2.5 baths with an attached two-car garage and will be built similar to the Redhawk development on the east side of Grayhawk.

A portion of this property is in a designated 1% floodplain (100-year floodplain). And most of the property is within the Erosion Hazard Boundary.

The applicant is required to meet the development standards for Planned Developments. One of the standards is the setback requirement. To determine the setback requirements for this project, staff labeled the access road to the units as a driveway. The chart below lists all the planned

development standards and compares what is required to what is proposed. The proposed development does meet all the development standards.

<b>SILVERHAWK DEVELOPMENT STANDARDS</b> <b>UNITS: 19      LOT SIZE: 1.27 ACRES -- 55,321 SQUARE FEET</b>			
<b>STANDARD</b>	<b>REQUIREMENT</b>	<b>REQUIRED</b>	<b>PROPOSED</b>
<b>Land Coverage</b>	50% Coverage	Less than .635 acres or 27,661 sf	.32 acres 14,117 sf
<b>Setbacks</b>	10-8-5.D.1a, 10-8-5.D.1.a.(1).b, 10-8-5.D.2	Front: 25' & 20' Side: 10' & 20' Rear: 20'	Front: 25' & 20' Side: 10' & 20' 4 1/2" Rear: 20'
<b>Parking</b>	2 spaces per unit (1 covered, 1 uncovered) + Guest parking at 1 space per 3 units	19 Covered 19 uncovered 7 guest parking <b>45 Total</b>	38 Covered 7 uncovered <b>45 Total</b>
<b>Signs</b>	Separate Sign Package Approval		
<b>Height Regulations</b>	35' maximum	35'	<35' (Ridge = 39')
<b>Fences</b>	A solid masonry wall along with a 10' wide planting strip to separate from commercial	A solid masonry wall along with a 10' wide planting strip to separate from commercial	A solid masonry wall along with a 10'-20' wide planting strip to separate from commercial
<b>Landscaping</b>	30%	.38 acres 16,552 sf	.47 acres 20,569 sf
<b>Recreation Space</b>	200 sf per unit	3,800 sf	6,200 sf

The applicant would like to designate these 19 units as eligible for short-term rentals. To be eligible, the development must exceed 100 dwelling units and have access to amenities. This proposed development will be a part of the Grayhawk development which has over 200 units. These units in Silverhawk will have access to the Grayhawk amenities. Grayhawk does have a pool, clubhouse, and playground area which satisfies the requirements for short-term rentals. However, the users of this proposed development will need to cross 2200 East Street to access the Grayhawk amenities.

Grayhawk has 244 units which requires 48,800 square feet of amenities. They have 49,406 square feet of amenities. The Redhawk development also has access to the Grayhawk amenities and has been approved for short-term rentals. Redhawk has 19 units which requires 3,800 square feet of amenity space. Redhawk has not been built yet, but it does have 5,204 square feet of recreational space that includes a gazebo and green space. Silverhawk will have 19 units as well and is proposing approximately 6,200 square feet of amenity space. The applicant is proposing to possibly put in a barbeque area. Both Silverhawk and Redhawk include their own amenity space, but the majority of the usable amenities are found within the Grayhawk development.

**Recommendation:**

Staff recommends the following conditions be placed on this amendment if it is approved:

1. There shall be permanent access granted from the existing commercial development.
2. There will need to be a deed restriction placed on the property allowing this property to have perpetual access to the amenities within the Grayhawk development.
3. There will need to be a note on the plat allowing short-term rentals.

**Alternatives:**

1. Approve this Zone Change Amendment as presented.
2. Approve this Zone Change Amendment with conditions.
3. Deny this Zone Change Amendment.
4. Table the proposed zone change amendment to a specific date.

**Possible Motion:**

The Planning Commission recommends denial of this zone change from PD-C (Planned Development Commercial) to PD-R (Planned Development Residential) finding that the zone change does not make sense for this area. The road clearly delineates the commercial and residential areas. There is a better use as commercial with the adjacent property, and it should remain so. The ingress and egress with the commercial truck traffic is not conducive to residential in this location.

# Zone Change Amendment

## **Silverhawk**

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Location: Generally located north of  
Dinosaur Crossing Drive  
and west of 2200 East St.

Area: 1.27 acres

Case: 2019-ZCA-017

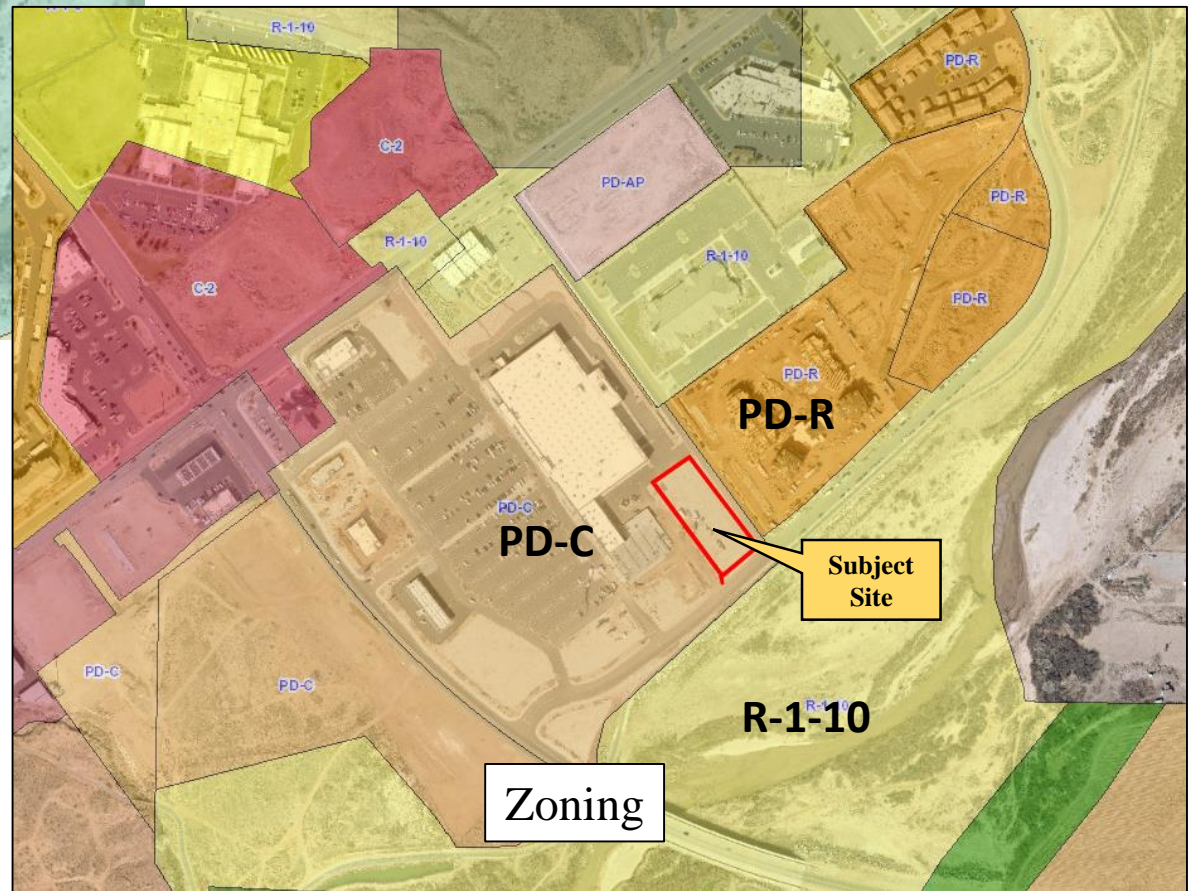
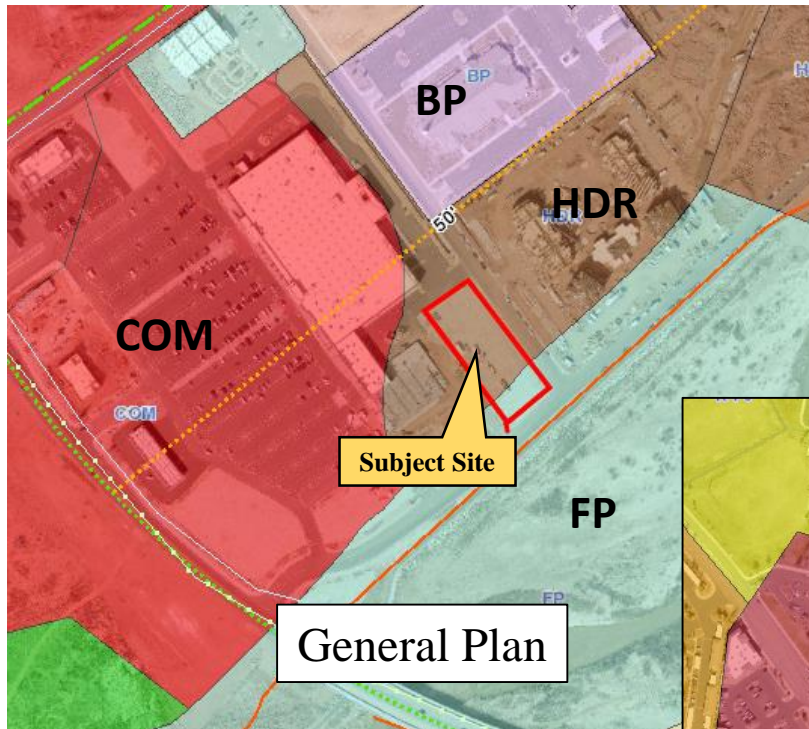


# Silverhawk





# Silverhawk



# Silverhawk

Ace Hardware

## PROJECT INFO

ACRES: 1.32  
UNITS: 19  
DENSITY: 14.4 UNITS/ACRE

## PARKING

PROVIDED REQUIRED  
STANDARD: 38 (2/unit) 38  
GUEST: 7 7

## OPEN SPACE

SQ. FT. ACRES %  
FOOTPRINTS: 14,117 .32 24%  
HARDSCAPE: 23,010 .53 40%  
GREEN SPACE: 20,569 .47 36%  
57,696 1.32 100%

## PROVIDED AMENITIES

GRAYHAWK:  
Clubhouse: 6,055 SF  
Pool: 19,342 SF  
Playground: 7,940 SF  
Firepit: 2,357 SF

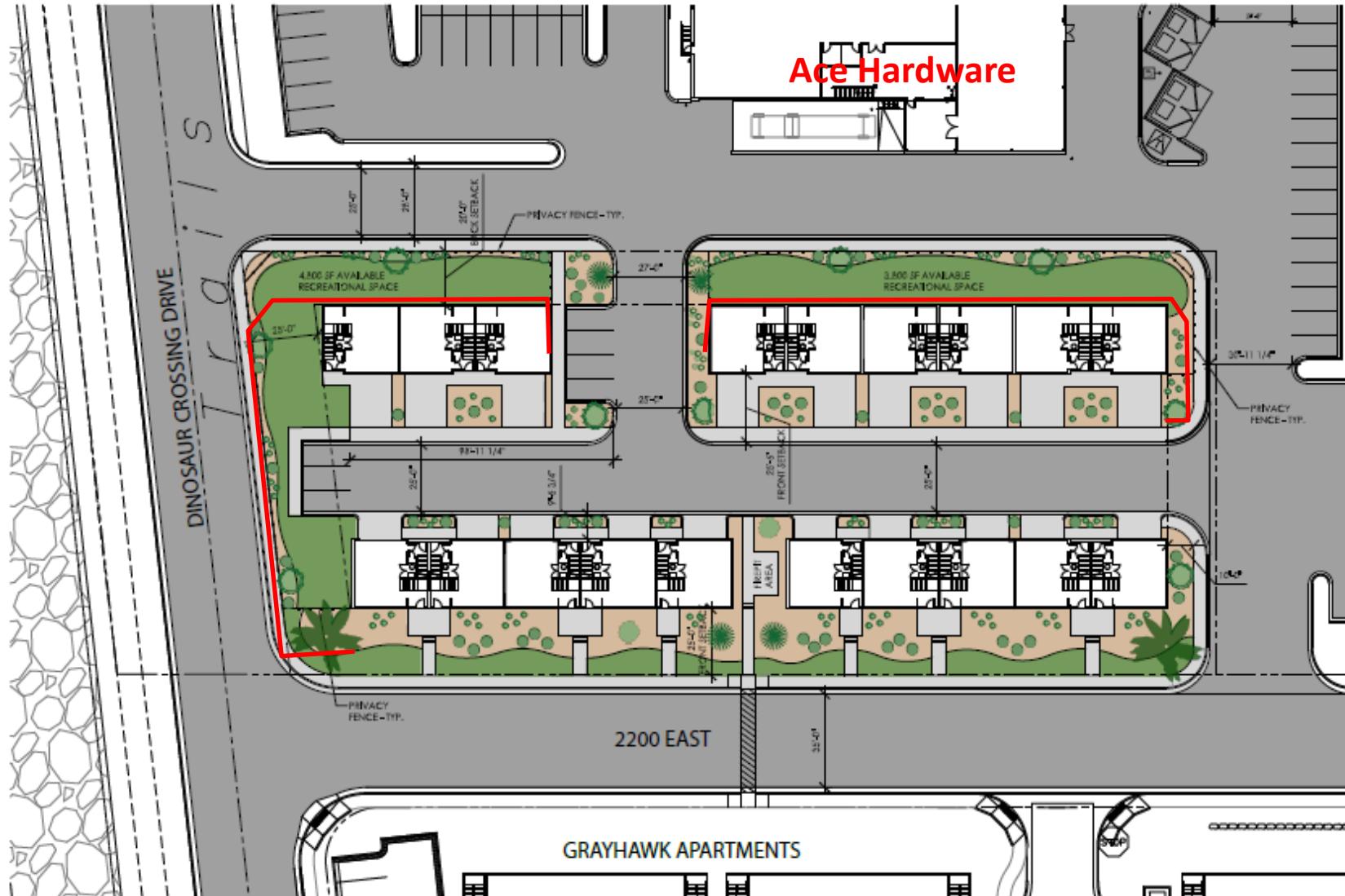
REDHAWK:  
Gazebo/Green: 5,204 SF

SILVERHAWK:  
Rec/green space: 8,600 SF

TOTAL: 49,498 SF

## UNITS

GRAYHAWK: 244  
REDHAWK: 19  
SILVERHAWK: 19  
TOTAL: 282 units



Silverhawk Townhomes - St. George

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION SCALE: 1" = 200'



# Silverhawk



## PROJECT INFO

ACRES: 1.32  
UNITS: 19  
DENSITY: 14.4 UNITS/ACRE

## PARKING

**PROVIDED REQUIRED**  
STANDARD: 38 (2/unit) 38  
GUEST: 7 7

## OPEN SPACE

	SQ. FT.	ACRES	%
FOOTPRINTS:	14,117	.32	24%
HARDSCAPE:	23,010	.53	40%
GREEN SPACE:	20,569	.47	36%
	57,696	1.32	100%

## PROVIDED AMENITIES

**GRAYHAWK:**  
Clubhouse: 6,055 SF  
Pool: 19,342 SF  
Playground: 7,940 SF  
Firepit: 2,357 SF

**REDHAWK:**  
Gazebo/Green: 5,204 SF

**SILVERHAWK:**  
Rec/green space: 8,600 SF

**TOTAL:** 49,498 SF

## UNITS

GRAYHAWK	244
REDHAWK	19
SILVERHAWK	19
<b>TOTAL:</b>	<b>282 units</b>

## Silverhawk Townhomes - St. George

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION SCALE: 1" = 200'





# SILVERHAWK DEVELOPMENT STANDARDS

UNITS: 19

LOT SIZE: 1.27 ACRES -- 55,321 SQUARE FEET

STANDARD	REQUIREMENT	REQUIRED	PROPOSED
Land Coverage	50% Coverage	Less than .635 acres or 27,661 sf	.32 acres 14,117 sf
Setbacks	10-8-5.D.1a, 10-8-5.D.1.a.(1).b, 10-8-5.D.2	Front: 25' & 20' Side: 10' & 20' Rear: 20'	Front: 25' & 20' Side: 10' & 20' 4 ½" Rear: 20'
Parking	2 spaces per unit (1 covered, 1 uncovered) + Guest parking at 1 space per 3 units	19 Covered 19 uncovered 7 guest parking <b>45 Total</b>	38 Covered 7 uncovered <b>45 Total</b>
Signs	Separate Sign Package Approval		
Height Regulations	35' maximum	35'	<35' (Ridge = 39')
Fences	A solid masonry wall along with a 10' wide planting strip to separate from commercial	A solid masonry wall along with a 10' wide planting strip to separate from commercial	A solid masonry wall along with a 10'-20' wide planting strip to separate from commercial
Landscaping	30%	.38 acres 16,552 sf	.47 acres 20,569 sf
Recreation Space	200 sf per unit	3,800 sf	6,200 sf





Looking from the corner of Dinosaur Crossing Drive and 2200 East



Looking from Dinosaur Crossing Drive



Looking from the back of Ace Hardware and Smiths



Looking at the back of the units that face 2200 East

# Silverhawk





# Silverhawk

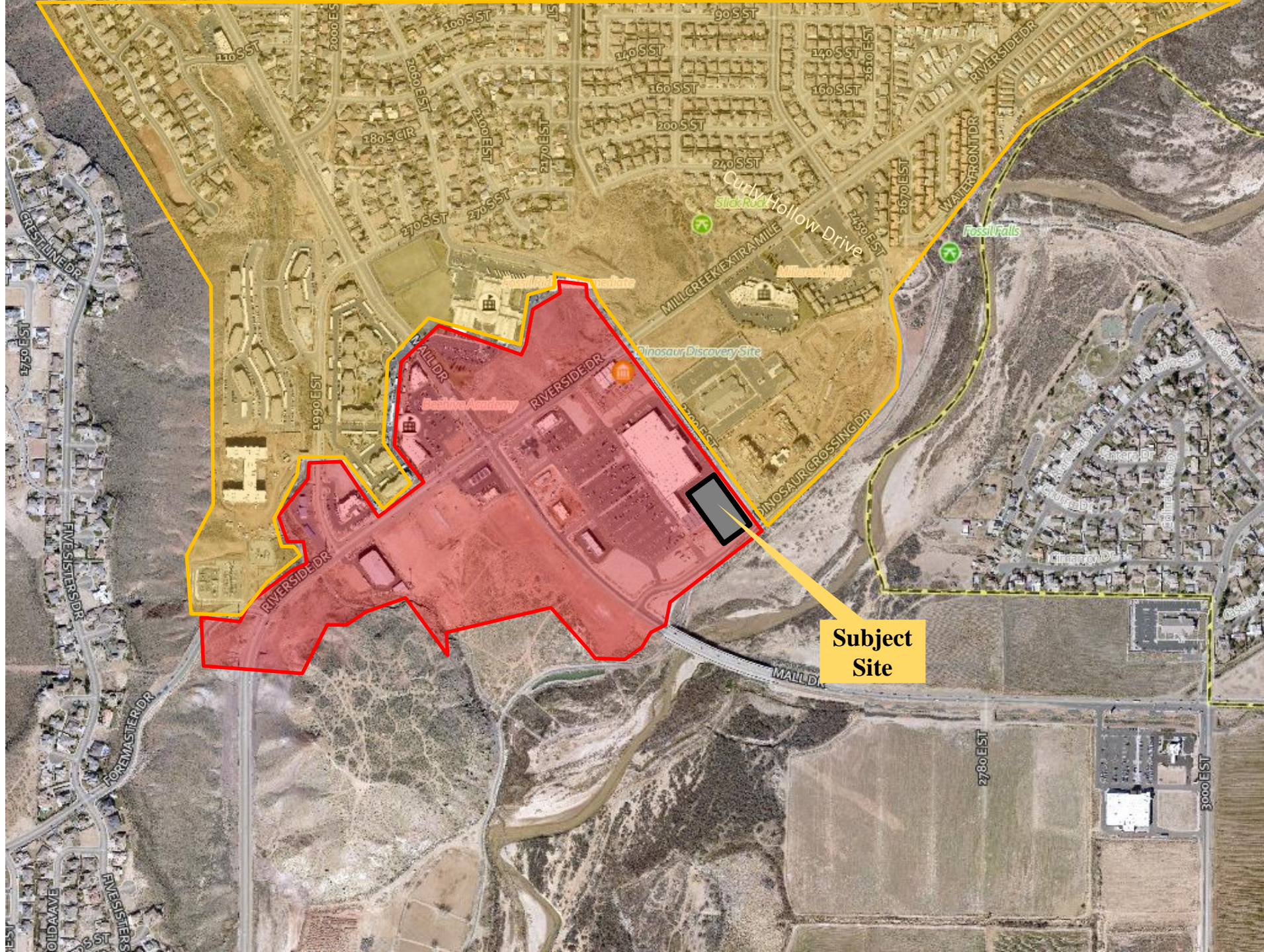


Dinosaur Crossing Road



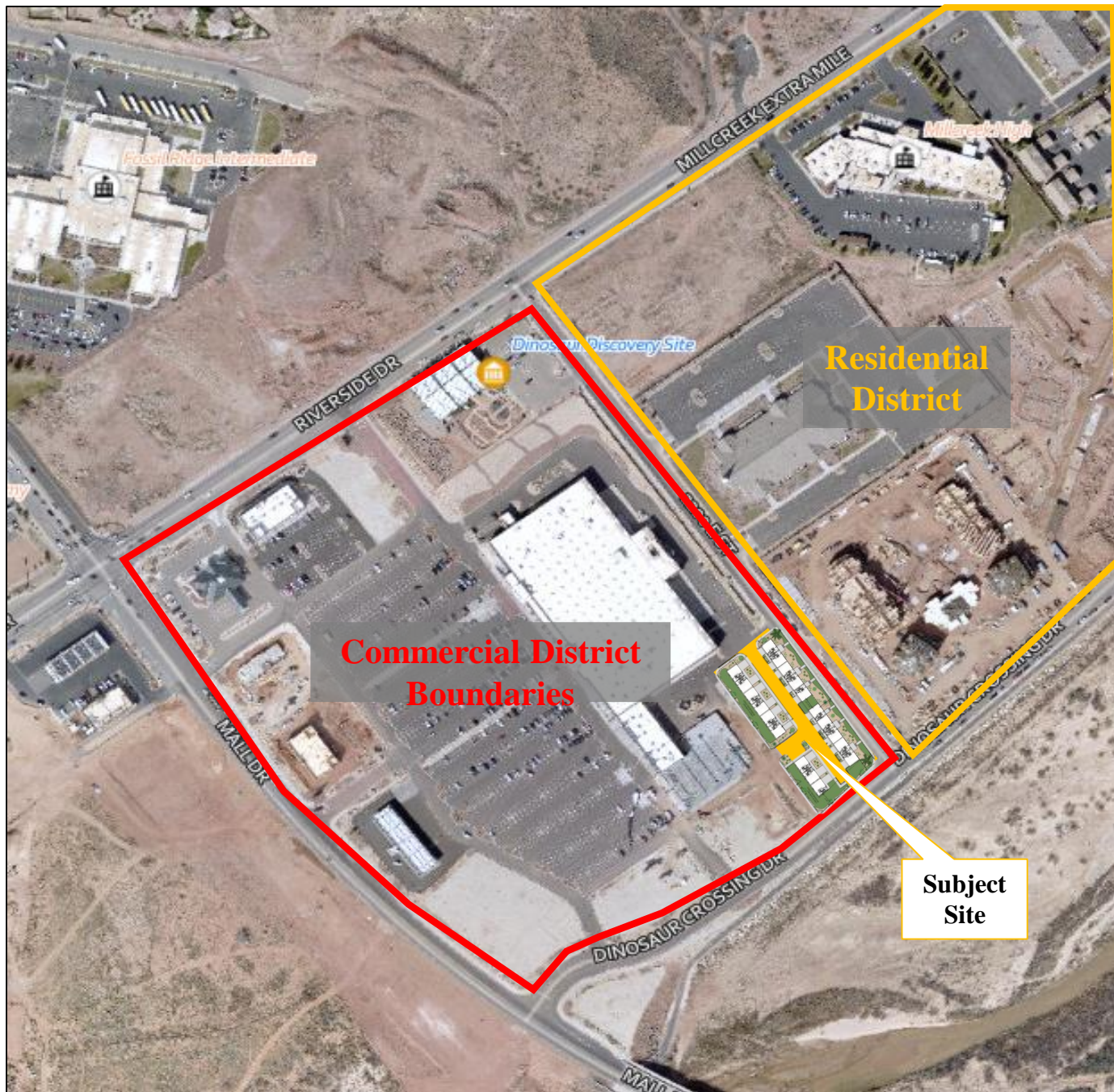






**Subject Site**







2733 East Parleys Way, Suite 300 / Salt Lake City, Utah 84109-1662

July 18, 2019

City Council Members  
City of St George  
175 E 200 N  
St George, UT

**Re: Support of the Zoning Change for Bach Homes at Dinosaur Crossing**

Dear City Council,

Over the past 20+ years Woodbury Corporation has enjoyed its association with the city and the people of St George. We have created quality places where people of St George shop, stay and play through the numerous real estate developments that we have developed, owned and managed in the city.

We support the rezoning of a portion of our land at Dinosaur Crossing to be residential. In previous interactions with the city we've heard that this parcel has good commercial value. We own and operate over 12 million square feet across the nation. We know commercial real estate and we affirm that this parcel is *not* good commercial land. Two of the common characteristics of any good commercial land are high exposure and high traffic. This parcel has neither.

The visibility and exposure of this site is poor. Already it is tucked behind the Ace Hardware and Smith's buildings which limits the sight lines to the from or Riverside Drive and Mall Drive. Future retail buildings on our master plan will block effectively block all visibility.

High traffic counts are key to commercial property. This parcel is situated at the intersection of Dinosaur Crossing and 2200 E, two side streets that lead to nowhere and see very little traffic.

Because of these two major deficiencies, we have seen zero interest in this parcel from commercial users. All our marketing efforts for this parcel fall on deaf ears. Nobody wants a location that can't be seen from the major roads and that faces the back of an Ace Hardware building.

We believe the residential rezoning will be a wonderful complement to our thriving shopping center and sincerely hope that you consider this rezoning request.

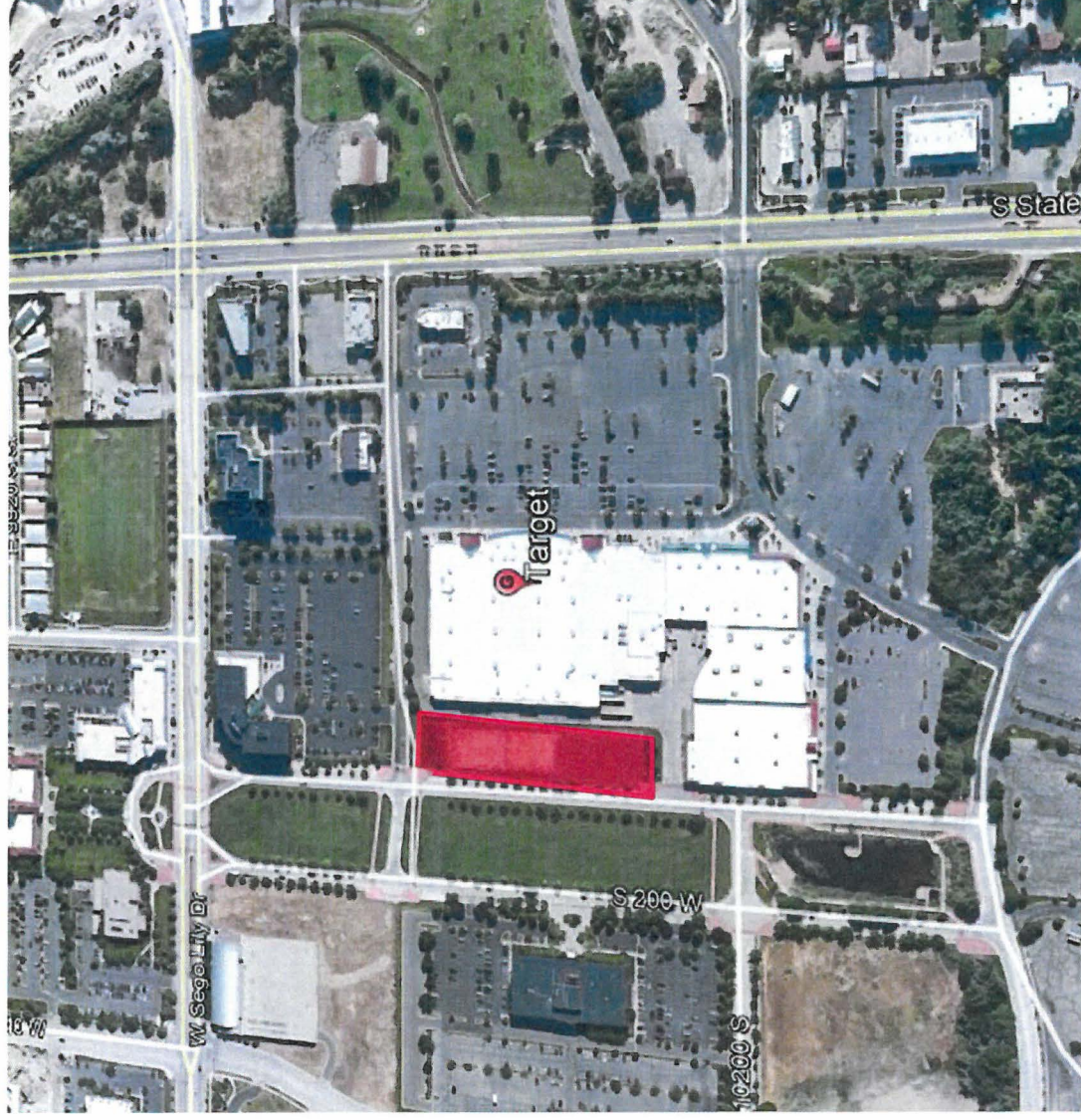
Sincerely,  
Rick Woodbury  
Chairman  
Woodbury Corporation



# Target Center

Sandy, UT

Vacant land for 20+ years





# Layton Marketplace

Layton, UT

Vacant land for 20 years now being rezoned to residential





# Walmart Neighborhood Market

Provo, UT

Vacant land for 20+ years





# Target Center

Riverdale, UT  
Vacant land for 20+ years



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

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE PD-C (PLANNED DEVELOPMENT COMMERCIAL) TO PD-R (PLANNED DEVELOPMENT RESIDENTIAL) ZONE ON APPROXIMATELY 1.27 ACRES, GENERALLY LOCATED NORTH OF DINOSAUR CROSSING DRIVE AND WEST OF 2200 EAST STREET**

(Silverhawk Apartments PD-R)

**WHEREAS**, the property owner has requested a zone change from the PD-C (Planned Development Commercial) zone to the PD-R (Planned Development Residential) zone on approximately 1.27 acres, generally located north of Dinosaur Crossing Drive and west of 2200 East Street; and

**WHEREAS**, the Planning Commission held a public hearing on this request on May 7, 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 from the PD-C (Planned Development Commercial) zone to the PD-R (Planned Development Residential) zone on approximately 1.27 acres, generally located north of Dinosaur Crossing Drive and west of 2200 East Street, and more specifically described on the attached property legal description, incorporated herein as Exhibit "A." The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

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

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

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

# Exhibit "A"

**Bach Homes – Silverhawk Re-zone Parcel  
Dinosaur Crossing 2, Lot 9**

**March 29, 2019**

A part of the Southeast Quarter of Section 28, Township 42 South, Range 15 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah:

Beginning at the most Northerly Corner of Lot 9, Dinosaur Crossing Subdivision Phase 2, Amended at a point also being on the Westerly Line of 2200 East Street located 1376.16 feet North  $0^{\circ}54'14''$  East along the Quarter Section Line, 2285.22 feet South  $89^{\circ}05'46''$  East and South  $36^{\circ}06'26''$  East 144.67 feet from the South Quarter Corner of said Section 28; and running thence three courses along the Boundary of said Subdivision South  $36^{\circ}06'26''$  East 336.65 feet; Southerly along the arc of a 20.00 foot radius curve to the right a distance of 29.23 feet (Central Angle equals  $83^{\circ}44'48''$  and Long Chord bears South  $5^{\circ}45'58''$  West 26.70 feet); and South  $47^{\circ}38'22''$  West 142.02 feet; thence North  $36^{\circ}06'26''$  West 372.00 feet to the Westerly line of said Lot 9; thence North  $53^{\circ}53'34''$  East 159.00 feet along said Westerly line to the point of beginning.

**Contains 57,696 sq. ft.  
or 1.3245 acres**





DRAFT

Agenda Item Number : 08

## Request For Council Action

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**Date Submitted** 07/01/2019 03:44 PM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Ryan Scholes

**Subject** Consider approval of an ordinance changing the zone from RE-12.5 to R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) on approximately 0.44 acres generally located at 1800 East 1030 North.

**Background** The applicant is seeking to rezone these two parcels from RE-12.5 (Residential Estates, minimum lot size 12,500 square feet) to R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) for the purpose of subdividing these two parcels into two legal 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 north.

**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: 06/25/2019**  
**CITY COUNCIL: 07/18/2019**

Zone Change

**1800 E. 1030 N. Street**

Case No. 2019-ZC-028

**Request:** To consider a zone change request from RE-12.5 (Residential Estates, minimum lot size 12,500 square feet) to R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet)

**Location:** Generally located at 1800 East 1030 North Street

**Area:** .44 acres

**Applicant:** Ryan Scholes, representative

**Zoning:** RE-12.5 (Residential Estates, minimum lot size 12,500 square feet)

**General Plan:** LDR (Low-Density Residential)



<b>Adjacent Zones:</b>	North	R-1-10 (Single Family Residential, minimum lot size 10,000 sq ft)
	South	RE-12.5 (Residential Estates, minimum lot size 12,500 square feet)
	East	RE-12.5 (Residential Estates, minimum lot size 12,500 square feet)
	West	RE-12.5 (Residential Estates, minimum lot size 12,500 square feet)

**Background:**

The applicant is seeking to rezone these two parcels from RE-12.5 (Residential Estates, minimum lot size 12,500 square feet) to R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) for the purpose of subdividing these two parcels into two legal lots. These two parcels are not part of a subdivision. The west parcel, on the corner of 1800 East Street, has an existing home on it. The east parcel has an accessory structure on it that straddles both parcels. The applicant is proposing to remove the accessory structure to be able to create two lots. In the past these parcels have not been able to be subdivided due to the common space that existed along the property line on 1030 North Street. However, the applicant has recently purchased this common space remnant and now wishes to subdivide his land. Each of the proposed lots will be over the 10,000 square foot minimum for the R-1-10 zone. 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 north.

**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 1800 E. 1030 N. Street.

# Zone Change

## **1800 East 1030 North**

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Location: Generally located at the corner of 1800 East and 1030 North Street

Area: .44 acres

Case: 2019-ZC-028



# 1800 East 1030 North



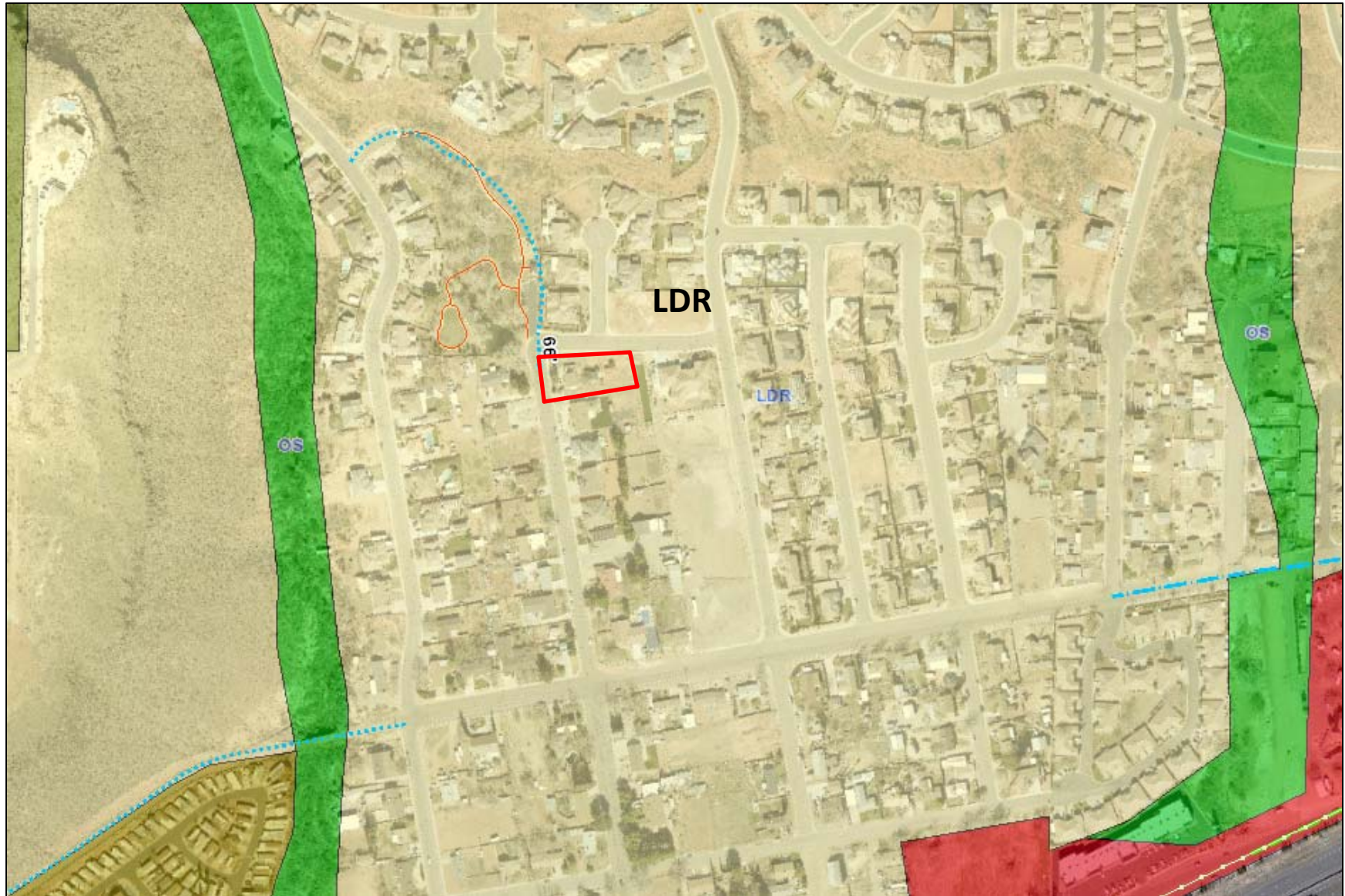


# 1800 East 1030 North





# 1800 East 1030 North





# 1800 East 1030 North





[illegible]



This aerial map shows a residential development with several property lots. The lots are labeled with their acreage in red text. The lots are arranged in a grid-like pattern, with some lots being larger than others. The map also shows surrounding roads and a forested area on the left side.

Lot Acreage
10,018.8 sf
13,503.6 sf
11,761.2 sf
45,738 sf
10,018.8 sf
10,018.8 sf
10,004 sf
11,408 sf
18,730.8 sf
107,593.2 sf



# 1800 East 1030 North





# 1800 East 1030 North





# 1800 East 1030 North



# 1800 East 1030 North





# 1800 East 1030 North



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

**AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE RE-12.5 (RESIDENTIAL ESTATE, MINIMUM LOT SIZE 12,500 SQUARE FEET) ZONE, TO THE R-1-10 (SINGLE-FAMILY RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET) ZONE, ON APPROXIMATELY 0.44 ACRES (Parcel No. SGM-20-35-A-1)**

**WHEREAS**, the property owner has requested a zone change from the RE-12.5 (Residential Estate, minimum lot size 12,500 square feet) zone, to the R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) zone, on approximately 0.44 acres generally located at 1800 East and 1028 North Street; and

**WHEREAS**, the Planning Commission held a public hearing on this request on June 25, 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 RE-12.5 (Residential Estate, minimum lot size 12,500 square feet) zone, to the R-1-10 (Single-Family Residential, minimum lot size 10,000 square feet) zone, on approximately 0.44 acres, generally located at 1800 East 1028 North Street, 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 upon execution below, and upon posting in the manner required by law.

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

\_\_\_\_\_  
Jonathan T. Pike, Mayor

ATTEST:

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



## Exhibit "A"



43 South 100 East, Suite 100 T 435.628.6500  
St George, Utah 84770 F 435.628.6553

[alphaengineering.com](http://alphaengineering.com)

### **SGM-20-35-A-1**

Beginning at a point that is North 11°08'00" West along the centerline of 1800 East Street 715.20 feet and North 78°52'00" East 33.00 feet from the survey monument at the intersection of 1800 East Street and Middleton Drive, Middleton Town re-survey dated 1971, of a portion of the Northwest 1/4 of Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and running thence North 11°08'00" West along the easterly line of 1800 East Street 111.49 feet to the north line of said Section 21; thence North 89°06'00" East along said Section line 98.95 feet; thence South 11°08'00" East 93.91 feet; thence South 79°52'00" West 97.38 feet to the point of beginning.

Beginning at a point that is North 11°08'00" West along the centerline of 1800 East Street 715.20 feet and North 78°52'00" East 130.39 feet from the survey monument at the intersection of 1800 East Street and Middleton Drive, Middleton Town re-survey dated 1971, of a portion of the Northwest 1/4 of Section 21, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and running thence North 11°08'00" West 93.91 feet to the north line of said Section 21; thence North 89°06'00" East along said section line 110.58 feet to the northeast corner of Lot 3, Block 20, Middleton Town re-survey; thence South 11°08'00" East along the easterly line of said Lot 3, a distance of 74.26 feet; thence South 78°52'00" West 108.872 feet to the point of beginning.

DRAFT

Agenda Item Number : 09

## Request For Council Action

---

**Date Submitted** 07/10/2019 08:32 AM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Tim Timmons

**Subject** Consider approval of a conditional use permit to allow a steel yard in the M-2 zone in the Millcreek Industrial Park to be called "The Steel Yard" located at 260 North 3050 East Street.

**Background** The applicant is requesting to move their business from their current location at 653 N. 3050 E. Street to an existing building at 260 N. 3050 E. Street. In the M-2 district, this use, sheet metal shop and retinning, requires a Conditional Use Permit.

**Proposed Resolution** The Planning Commission Recommended approval.

**Cost** \$N/A

**Action Taken**

**Requested by** Carol Davidson

**File Attachments** ccpacketthesteelyard071019083218.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** NA

**Approved in Budget?** N/A **Amount:**



PLANNING COMMISSION AGENDA REPORT: 07/09/2019  
CITY COUNCIL MEETING: 07/18/2019

CONDITIONAL USE PERMIT  
**Case No. 2019-CUP-013**

**Request:** This is a request to approve a conditional use permit to allow a steel yard in the M-2 zone in the 'Millcreek Industrial Park.'

**Operation:** This is a request to operate a metal distribution company with a show room, warehouse, and a storage yard.

**Current Location:** 653 N 3050 E

**Narrative:** See attached

**Location:** 260 N 3050 E / Lot 17, Millcreek Industrial Park

**Representative:** Tim Timmons

**Zoning:** M-2 (Industrial / Manufacturing)

**General Plan:** IND

**APN:** SG-MIP-17-B-MD & SG-MIP-17-E-MD

**Adj. Zoning:** M-2

**Height:** Existing building

**Ordinance (Use):** Per Section 10-11-2 'a steel material business requires a conditional use permit in the M-12zone.

Use	M-1	M-2	M-C
Sheet metal shop and re-tinning, provided all operations are conducted within a completely enclosed building	P	C	P

**Ordinance (Screen):** Per Section 10-11-4. A six foot (6') solid fence is required to screen the storage yard. No chain-link fencing is permitted along the 3050 E side.

**Staff Comments:** Staff recommends approval, but the storage yard will need to be screened.

**Findings:** The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Mitigation	N/A	Category	Description
No excessive or repetitive noises. Most operations occur inside warehouse.		A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
No dust will be created with this business	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
Minor updates proposed; fencing, painting, etc.	N/A	D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
Shall comply with all applicable City, State, and Federal safety requirements.		E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.  2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.
No impact anticipated	N/A	F. Traffic	1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D". 2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.



Existing bldg. with no exterior no changes proposed	N/A	G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
Similar hours of operation to other businesses in immediate area. Typ. 7 am to 6 pm.		H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
similar other local businesses operate in the area.		I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>
This will fit with other local businesses on 3050 E		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
<p>Shall comply with all City, State, and Federal codes</p> <p>No hazardous materials are produced</p> <p>Scrap metal will be disposed of safely</p>		K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>

**PC Recommendation:** The Planning Commission recommends approval of this Conditional Use Permit with the following conditions:

1. The yard is screened in with a 6' solid block fence along 3050 East Street.
2. The lots are combined at the County Record of Deeds.
3. The entire usable surface of the lot will be paved.
4. A site plan showing traffic flow will be required –can't unload on a public street.

## Current Location (653 N 3050 E)



## Narrative



### Conditional Use Narrative

14 June 2019

The Steel Yard Inc  
New Location: 260 N. 3050 E, Saint George, Utah, 84790  
Current Location: 653 N. 3050 E. Suite B, Saint George, Utah, 84790  
Contact: Tim Timmons, 435-216-2533

### Overview

The Steel Yard Inc is applying for a conditional use permit for the property located at 260 N. 3050 E., Saint George, Utah. The Steel Yard is a metal distribution company, with a retail showroom, a wholesale warehouse, and a storage yard. Currently, they are doing business out of the 653 N. 3050 E. Suite B, location, and have been there for five (5) years. This new location will be the permanent location for The Steel Yard, with the purchase of the building being completed on July 1<sup>st</sup>, 2019.

The entire area will be used for the proposed business. This area includes an 8,000 square foot building, approx. 3.1 acres of total land. There will be no exterior changes to the lot or building as part of this permit.

### Conditional Use Criteria, Finding of Fact:

- A. Noise - The business does not have excessive or repeated noise. Most operations are conducted inside the warehouse portion of the building.
- B. Dust - No dust will be created from this business.
- C. Odors - N/A
- D. Aesthetics - The building will have some minor updates (fencing, painting, etc) that will make the building more appealing. No major changes will be enacted.
- E. Safety - Safety is paramount to The Steel Yard, with the interior and exterior of the building meeting all applicable OSHA guidelines.
- F. Traffic - The proposed use meets the needs and goals of the City of Saint George, in not noticeably affecting the quantity or makeup of the existing traffic.
- G. Height - N/A - No changes to the building in this manner will be done.
- H. Hours of Operation - The Steel Yard maintains business hours similar to the others in the area, being open from approx. 7am till approx. 6pm.

- I. Spacing/Saturation – N/A
- J. Maintain Character and Purpose of Zone – The Steel Yard fits in with the local businesses, doing a similar function, within the same zoning (M-2):
  - a. See “Additional Considerations” below
- K. Public Health – No hazardous materials are produced, and the minor amount of metal scrap is disposed of safely.

#### Additional Considerations

The building at 260 N. 3050 E., in the M-2 zoning, has over a dozen other nearby businesses that fit into the same basic type as The Steel Yard, within a one-mile radius. These include:

Utah Barricade (retail, wholesale, yard use, light manufacturing)  
Safety Supply and Sign Co (retail, wholesale, yard use, light manufacturing)  
Straight Stripe (retail, wholesale, yard use)  
Dixie Component systems (retail, wholesale, yard use, light manufacturing)  
Berry's Manufacturing (retail, wholesale, yard use, light manufacturing)  
Mountainland Supply (retail, wholesale, yard use, light manufacturing)  
Renaissance Marble and Granite (retail, yard use, light manufacturing)

The most similar one is Tri-State Metal Roofing Supply. They are VERY SIMILAR to The Steel Yard. They receive metal stock in, process (light manufacturing) the metal into sellable material and sell it to both retail and wholesale customers. They have a little yard space, delivery truck for local deliveries, warehouse for storage and manufacturing, etc. In essence, with a slight difference (we have more variety, and slightly different use in materials) - they are the same as us, from a basic business outlook. They are doing all of this from within an M-2 zoning - and we should be allowed to do the same thing.

Pictures of Business to follow



As outlined in section V of the Conditional Use Permit, here are the following answers to each of the categories:

- A. Noise - There will not be excessive, unwanted or undesirable noise. Laughter may be heard from time-to-time as the clients play games or engage in activities.
- B. Dust - We will not generate any additional dust.
- C. Odors - We will not generate any odors.
- D. Aesthetics - We will not change the aesthetics of the building or grounds/parking lot, all of which is paved in asphalt.
- E. Safety - We will not create any safety concerns or related problems.
- F. Traffic - We have a total of 10 vehicles that may be at the facility in the morning and afternoon adding to the area's traffic flow on any given week day.
- G. Height - This is an existing building.
- H. Hours of Operation - 8:00 AM to 5:00 PM Monday through Friday. Occasional staff may come to work for a few hours on Saturday or Sunday.















# Conditional Use Permit

## **Steel Yard**

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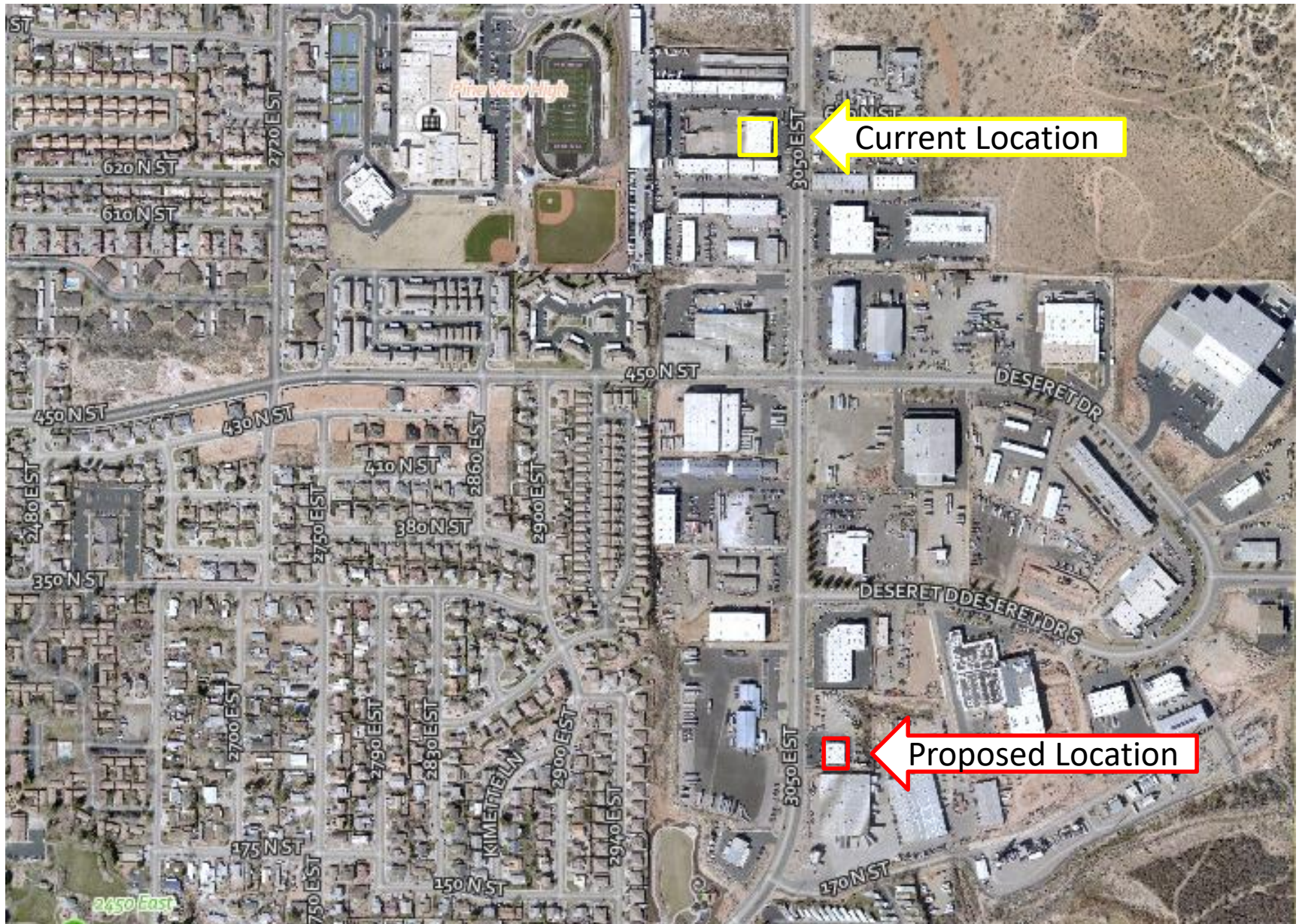
Location: 260 N. 3050 E.

Zone: M-2 (Industrial / Manufacturing)

Case #: 2019-CUP-013

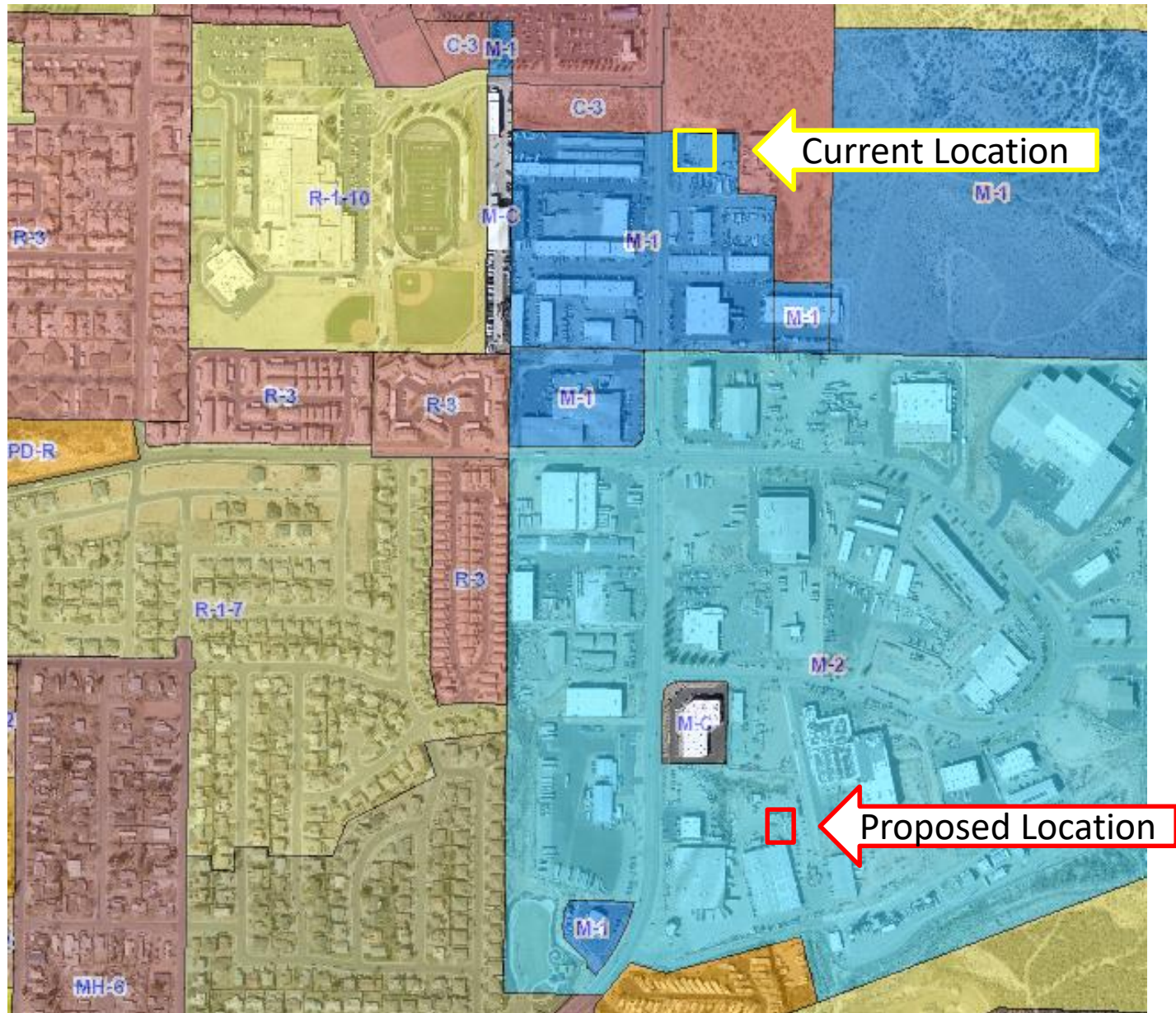


# Steel Yard CUP





# Steel Yard CUP - Zoning

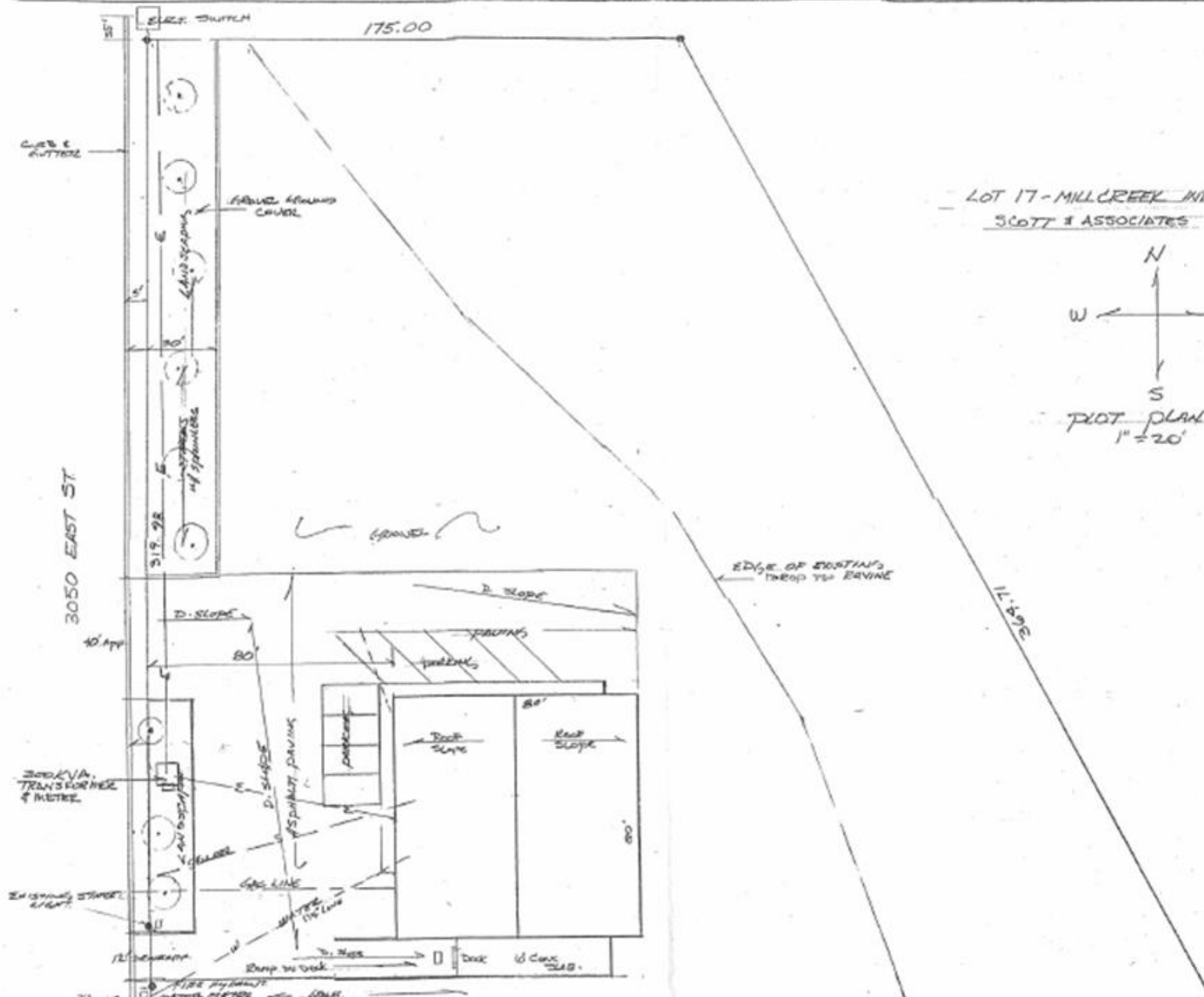




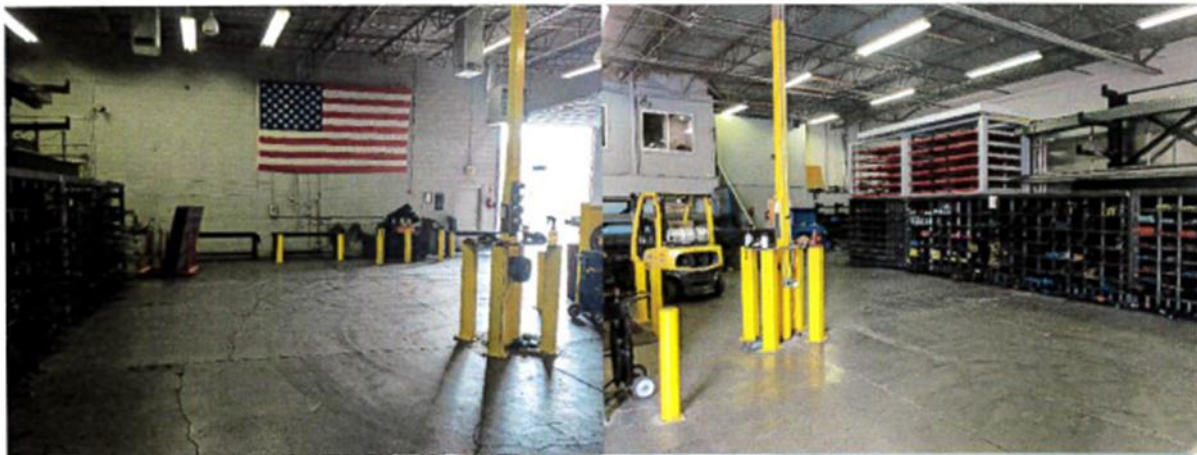




PLOT PLAN  
1" = 20'









**PC Recommendation:**

Approval with the following conditions:

1. The yard is screened in with a 6' solid block fence along 3050 E.
2. The lots are combined at the County Record of Deeds.
3. The entire usable surface of the lot will be paved.
4. A site plan showing traffic flow will be required –can't unload on a public street.

DRAFT

Agenda Item Number : 10

## Request For Council Action

---

**Date Submitted** 07/10/2019 08:56 AM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Johnny Doug

**Subject** Consider approval of a conditional use permit for the height of a proposed Sakura Japanese Restaurant to be located near the 1100 East Street and St. George Boulevard intersection; the property is zoned C-2, Highway Commercial.

**Background** The Sakura Japanese Restaurant is proposing to move locations and build a new 10,452 sf building. This building will exceed the 35' height limit and will require a CUP. The approximate height requested is 42'.

**Proposed Resolution** The Planning Commission recommended approval.

**Cost** \$N/A

**Action Taken**

**Requested by** Carol Davidson

**File Attachments** ccpacketsakura071019085602.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** NA

**Approved in Budget?** N/A **Amount:**



# BDCSP & CUP – Sakura

PLANNING COMMISSION AGENDA REPORT: **07/09/2019**

CITY COUNCIL MEETING: **07/18/2019**

## BUILDING DESIGN CONCEPTUAL SITE PLAN (BDCSP)

Case No. 2019-BDCSP-002

## CONDITIOAL USE PERMIT (CUP)

Case No. 2019-CUP-014

**Request:** Consider a BDCSP to allow development of a Japanese restaurant called “Sakura.”

**Reference:** There are two related cases for this project; Case No. 2019-CUP-014 & 2019-BDCSP-002. Both are presented together in this report. Note that a separate motion will be required for each individual case (*examples are provided*).

**Ownership:** SWU Commercial Properties LLC

**Applicant:** Johnny Dong

**Representative:** Derek Wiggins, Architect

**Engineer:** MRW Design

**Zoning:** C-3 (General Commercial)

**General Plan:** COM (Commercial)

**Location:** This property is located near 1100 East Street and St George Boulevard (*vacant lot between Bracken’s Auto and Desert Coach RV*).

**Area:** Lot 6 and 7 of Block 72 Plat B St George City Survey (*merged*). The parcel is 1.24 acres or 54,153 sq. ft.

**APN:** SG-1324-A-2-A-1-A-2-B

**Narrative:** See attached

**Building:** The building footprint will be 10,452 sq. ft. and the total building will have 19,820 sq. ft. The structure will have two levels with all restaurant services on the main level and with a parking garage below.

**Access:** Ingress and egress will be from the cul-de-sac on 1100 East Street.



**Ordinance:  
(BDCSP)**

This project requires a BDCSP application because:  
Per 10-10-5 “Special Provisions” Section 10-10-5.G:

*G. New Buildings Within I-15 Right -Of -Way: New buildings which are located within two hundred feet (200') of the I-15 right of way shall comply with the following minimum design principles and shall be subject to design approval by the Planning Commission prior to the issuance of a building permit:*

- 1. Design Principles And Planning Commission Considerations:
  - a. Buildings backing against the I-15 right-of-way are considered to have two (2) building fronts for aesthetic purposes. Building walls visible from I-15 shall be constructed of identical or similar materials as the building's front exterior, or shall be landscaped in such a manner that untreated cinder block, concrete or similar materials typical of rear walls are screened or enhanced to give a building front appearance.*
  - b. Along the I-15 right-of-way, landscaping shall be provided to beautify the side and rear walls of buildings. Trees shall be planted at least every thirty feet (30') to forty feet (40') along such rights-of-way. In addition to landscaping, aesthetic improvements to the buildings' rear and side walls are encouraged. Signs painted or attached to the side or rear walls shall not cover more than ten percent (10%) of the face of such walls.**
- 2. Site Plan And Elevation Drawings Required: Prior to the issuance of a building permit for new commercial buildings within two hundred feet (200') of the I-15 right-of-way, a site plan along with building elevation drawings showing the building view from I-15 (including signage) shall be submitted for planning commission review and approval. In considering the site plan the planning commission shall determine whether the purpose of this subsection has been achieved. (Ord. 2012-03-005, 3-15-2012)*

**Ordinance:  
(CUP)**

This project requires a CUP application because:  
Per 10-10-4 “Area, Setback, and Height Requirements” . . . 35 ft. is the maximum height, unless a greater height is approved by the City Council after recommendation by the Planning Commission.

**Height:**

The restaurant is designed to have a parking garage underneath it. The restaurant is approx. 28 ft. high and the garage is approx. 14 ft. high. The total building height varies (*see renderings*), but the overall combined height is approximately 42 ft. As seen from street level from St George Boulevard, the building would be approx. 14 ft. high.

**Design:** The building consists of a lower level parking garage with concrete floor, walls and steel support, exterior concrete will be exposed architectural board form. The upper level restaurant is of wood frame construction, the exterior will use cementitious stucco as a primary cladding and steel metal panels as a secondary cladding. Vertical metal fins and rock filled gabion baskets will act as accents to a modern contemporary design.

**Parking:** The parking for this restaurant is calculated at 10,238 sq. ft. occupied space divided by 100 = 10,238/ 100 = 102.38 spaces. Parking includes both outside spaces and garage spaces. There are a total of 104 spaces proposed; 21 spaces are in the garage area beneath the restaurant and 83 spaces are in the outside parking areas. Staff will verify parking during the SPR process.

**Landscaping:** The site will have approx. 17% landscaped. See the concept landscaping plan. Staff will verify the landscaping code is met during the plan review.

**Hours:** The projected hours of operation are as follows:

Monday through Friday hours of operation: 11-30am - 2:30pm & 4:30pm – 10pm

Saturday hours of operation: 12pm – 10pm

Sunday hours of operation: 4:30 pm – 9pm

**Options:** The Planning Commission has the following options for both the BDCSP and CUP applications:

1. Recommend approval as presented
2. Recommend approval with conditions and comments.
3. Table because \_\_\_\_\_.
4. Deny because \_\_\_\_\_.

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**Example Motion:**  
**BDCSP (Site)**

1. The Planning Commission recommends approval of the BDCSP for development of “Sakura” restaurant with the site plan, elevations, renderings, materials, colors, and design as presented.
2. A SPR (Site Plan Review) application with accompanying civil engineering plans shall be submitted for review and approval. These plans will include a grading plan
3. A photometric plan shall be provided with the SPR application and plan set. Lighting shall not exceed 1 FC at PL and shall not exceed 15 FC on site. Dark sky style lighting shall be use to mitigate light pollution.
4. All signage is under separate sign permits.

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**Example Motion:**  
**CUP (Height)**

1. The Planning Commission recommends approval of the CUP for development of “Sakura” for the height of approx. 42 feet.
2. A SPR (Site Plan Review) application with accompanying civil engineering plans shall be submitted for review and approval. These plans will include a grading plan

**Findings:** The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Mitigation	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The building and site design proposed is determined to be a complement to the area		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
Shall meet all applicable Federal, State, and City codes for a restaurant	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.

	N/A	F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
<p>The restaurant height will be approx. 28 ft. for the restaurant, 14 ft. for the garage and a total of approx. 42 ft.</p> <p>The height as seen from St George Blvd. will be approx. 15.4 ft.</p>		G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
(see staff report)	N/A	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
There are many restaurants in the community and spacing is not considered as an issue	N/A	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>
The commercial character and purpose will be maintained and complimented		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
Shall meet all health requirements.	N/A	K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>



**Planning Commission recommendation BDCSP:**

The Planning Commission recommends approval of the BDCSP for development of “Sakura” restaurant with the site plan, elevations, renderings, materials, colors, and design as presented with the following conditions:

1. A SPR (Site Plan Review) application with accompanying civil engineering plans shall be submitted for review and approval. These plans will include a grading plan
2. A photometric plan shall be provided with the SPR application and plan set. Lighting shall not exceed 1 FC at PL and shall not exceed 15 FC on site. Dark sky style lighting shall be use to mitigate light pollution.
3. All signage is under separate sign permits.

**Planning Commission recommendation CUP:**

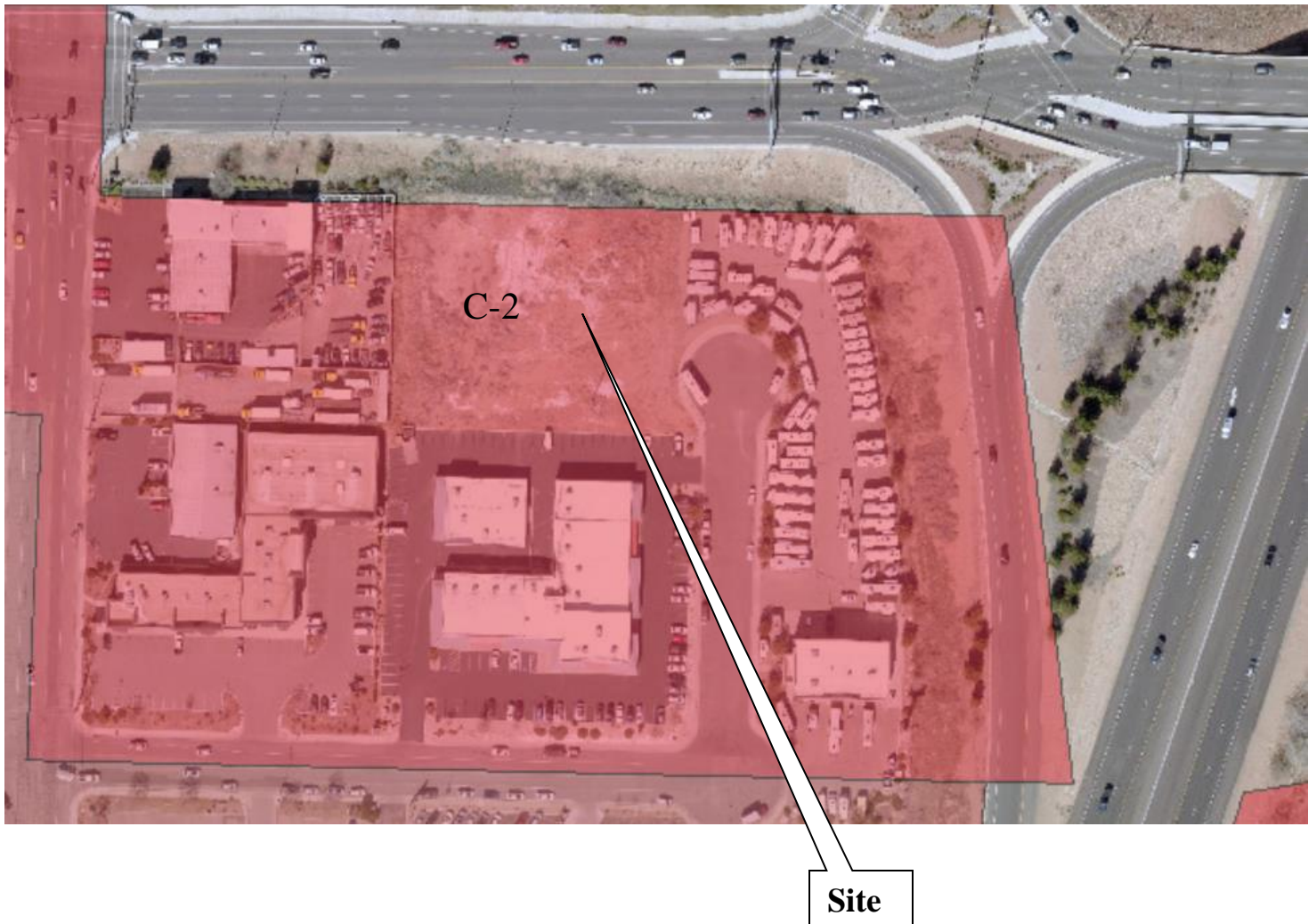
The Planning Commission recommends approval of the CUP for development of “Sakura” for the height of approx. 42 feet with the following condition:

1. A SPR (Site Plan Review) application with accompanying civil engineering plans shall be submitted for review and approval. These plans will include a grading plan.
2. The height measured from St. George Blvd is to be limited to approximately 15’.

## Aerial



## Zoning Map





## Narrative

### PROJECT NARRATIVE FOR SAKURA JAPANESE STEAKHOUSE & SUSHI

**DATE:**

June 6<sup>th</sup>, 2019

**TO:**

St. George City, Utah



**SITE ADDRESS:**

All of lots six (6) and seven (7), block seventy two (72), plat "b", St. George city survey, on file in the office of the Washington county recorder, also including that parcel described in document no. 20190016622 on file in the office of the Washington county recorder.



**PREPARED FOR:**

SWU Commercial Properties, LLC  
939 East St. George Blvd., St. George, UT 84770  
W: 435-275-2888  
C: 718-552-7788  
E: [johnnydong88@gmail.com](mailto:johnnydong88@gmail.com)



The Project consists of a 19,820 square foot Sakura Japanese Restaurant and Sushi with a full service kitchen, teppanyaki grills, tatami seating, private dining rooms, balcony dining and a full bar. The restaurant has two levels with all services on the main level and a parking garage below to offer covered parking in conjunction with traditional paved parking.

The Project site is zoned C-2, Commercial and is located on the vacant lots 6 & 7 of real property SG-1324-A-2-A-1-A-2 at the cul-de-sac of 1100 East just South of St. George Blvd., St. George, Utah. 84770. Zone C allows for the construction of a restaurant. The Project will be developed on the Northeast Corner of the property. 17% of the site is to be landscaped exceeding the 15% required landscaping. The parcel is 1.24 Acres or 54,153 sq. ft. of which the building will have a footprint of 10,452 sq. ft. or 20% of the parcel. The site has an average natural grade of approximately 7.25% and will thus have some gabion basket and concrete retaining walls to accommodate the building on the site. The site is not located in the flood zone.

Egress and Ingress will be from the cul-de-sac on 1100 East. The parcel to the North is separated from St. George Blvd. by 50' of landscaped property owned by the Utah Department of Transportation with a real property tax ID of SG-1324-A-2-B-2.

Easements and setbacks have been provided per the requirements of St. George City and the Joint Utility Committee's comments.

As directed by the soils report special consideration, including underground cut-off and storm drain piping has been taken to prevent underground runoff from affecting the properties located downhill and to the south of the parcel.

East side of the project has an 8" water line running from the 1100 East cul-de-sac which is to be used for the fire sprinkler system that is to be provided. A 1" water meter for the culinary water line will be provided near the 1100 East cul-de-sac, water service will be provided by the St. George City Water Department. The site has a 6" waste water (sewer) line running along the south of the property from the 1100 East cul-de-sac, a 1500 gallon grease interceptor will be provided per the St. George City requirements, waste service is to be provided by the City of St. George Wastewater Collection Division. Natural Gas will be served by Dominion Energy Gas with a gas line running south in the parcel and connecting to the 2" existing gas main in the 1100 East cul-de-sac. A 1000 Amp Electric service with a 225 KVA transformer located on the east of the property will be provided with services by the City of St. George Energy Services Department, power to connect with the existing power conduits located in the real property of SG-1730-A-1-E-2 located north of the 1100 East cul-de-sac.

There's demand for a new Sakura restaurant which currently maxes its occupancy frequently. Sakura has operated in St. George since 2011, 8 years. The new building will provide locals, corporate businesses and tourist with an increased capacity Sakura Japanese Sushi and Steakhouse Restaurant that has an improved quality of building and atmosphere. The restaurant will generate an increased sales tax revenue and create permanent jobs in addition to the jobs associated with its construction. The restaurants max occupancy will be 265 persons. Located within view of commuters on St. George Blvd. and I-15 the building has been designed and oriented to optimize its curb appeal by treating none of the sides as the back of house.

- 
- |   |   |
|---|---|
| <p><b>1. ARCHITECT / ENGINEERING:</b><br/><b>DEREK WIGGINS</b><br/>MRW DESIGN ASSOCIATES INC.<br/>73 EAST 100 SOUTH.<br/>ST. GEORGE, UT. 84770<br/>PH: 435-628-2377<br/>EMAIL: <a href="mailto:DW@MRWDESIGN.COM">DW@MRWDESIGN.COM</a></p> | <p><b>2. GENERAL CONTRACTOR</b><br/><b>TO BE DETERMINED BUT</b><br/><b>UNDER CONSIDERATION:</b><br/>BONNEVILLE BUILDERS<br/>SUNWEST CUSTOM HOMES<br/>WATTS CONSTRUCTION</p> |
|---|---|
- 3. OWNERSHIP:**  
**SWU COMMERCIAL PROPERTIES, LLC**  
939 EAST ST. GEORGE BLVD.  
ST. GEORGE, UT 84770  
PH: 718-552-7788  
EMAIL: [JOHNNYDONG88@GMAIL.COM](mailto:JOHNNYDONG88@GMAIL.COM)

If you have any further questions, please contact me or any one above via phone or email.

Thank you,



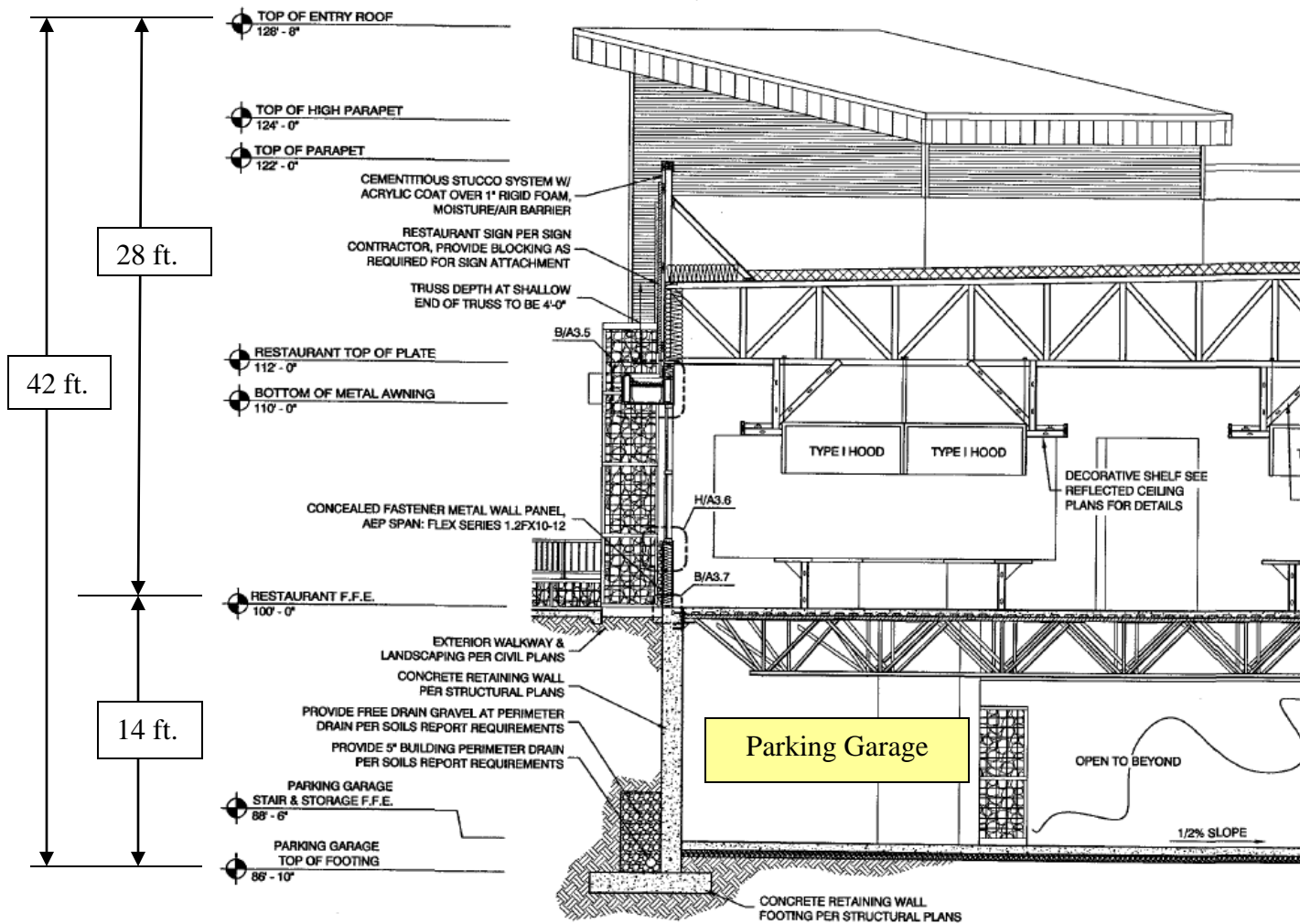
Derek Wiggins  
Architect  
MRW Design Associates, Inc.

## Distance to Freeway R.O.W.





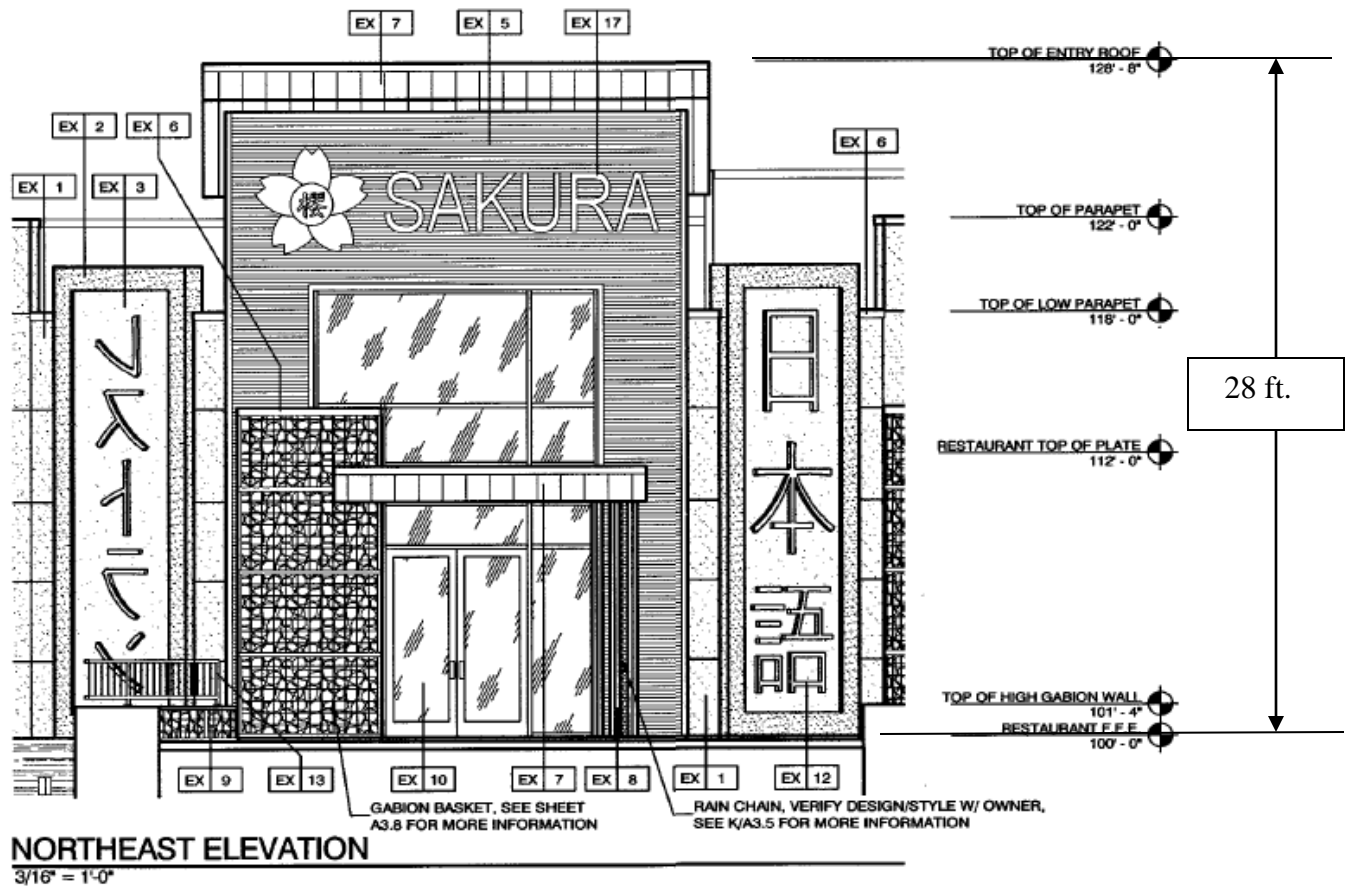
## Building Height

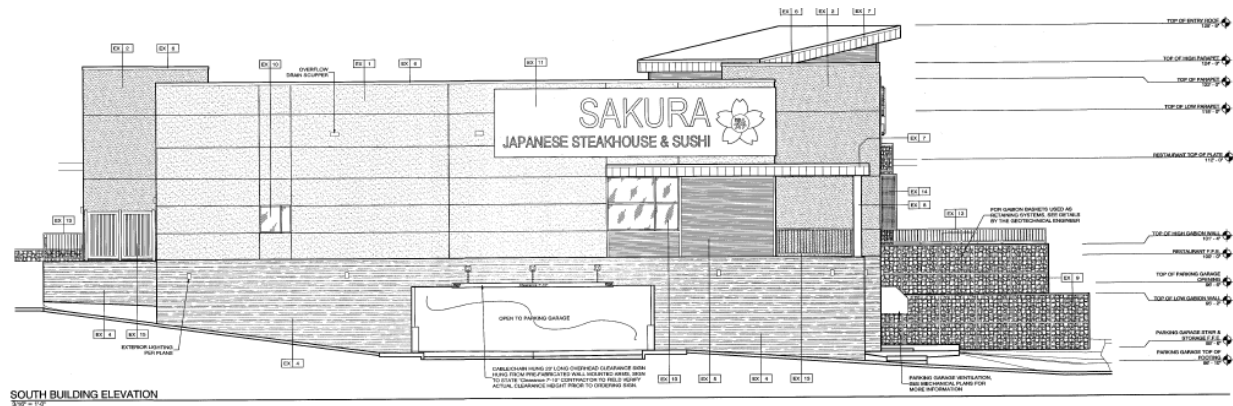
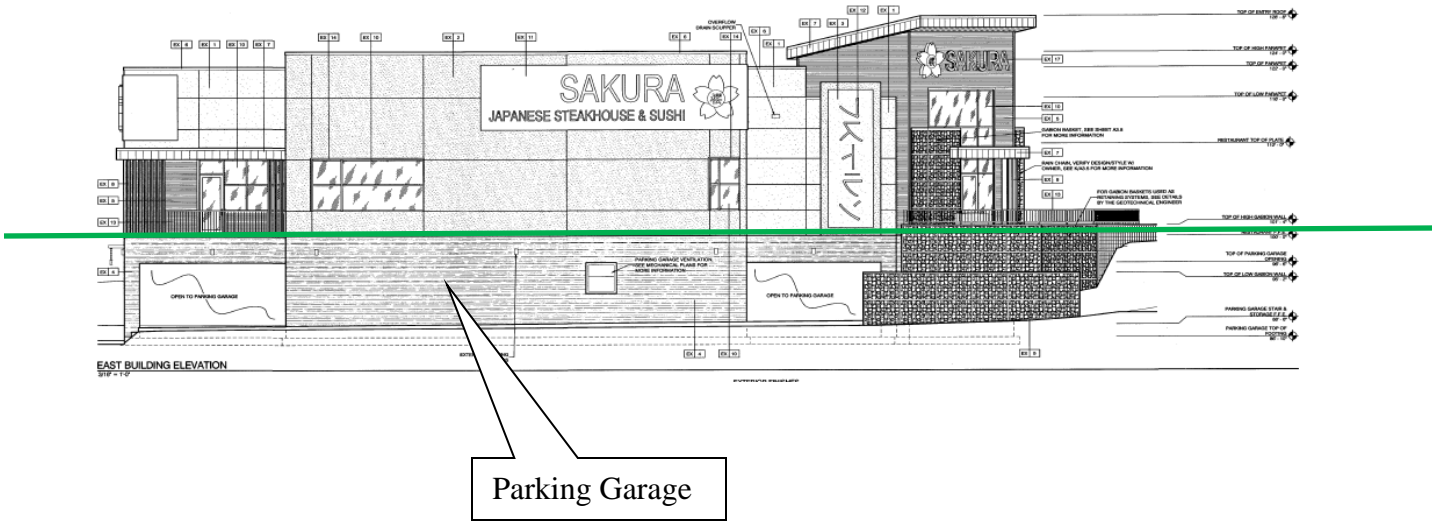


### BUILDING SECTION 'A'

SCALE: 3/16" = 1'-0"









## Renderings

レストラン

Resutoran (Restaurant)

East



North Entry

日本語 Nihongo  
(Japanese Language)





North



West





South

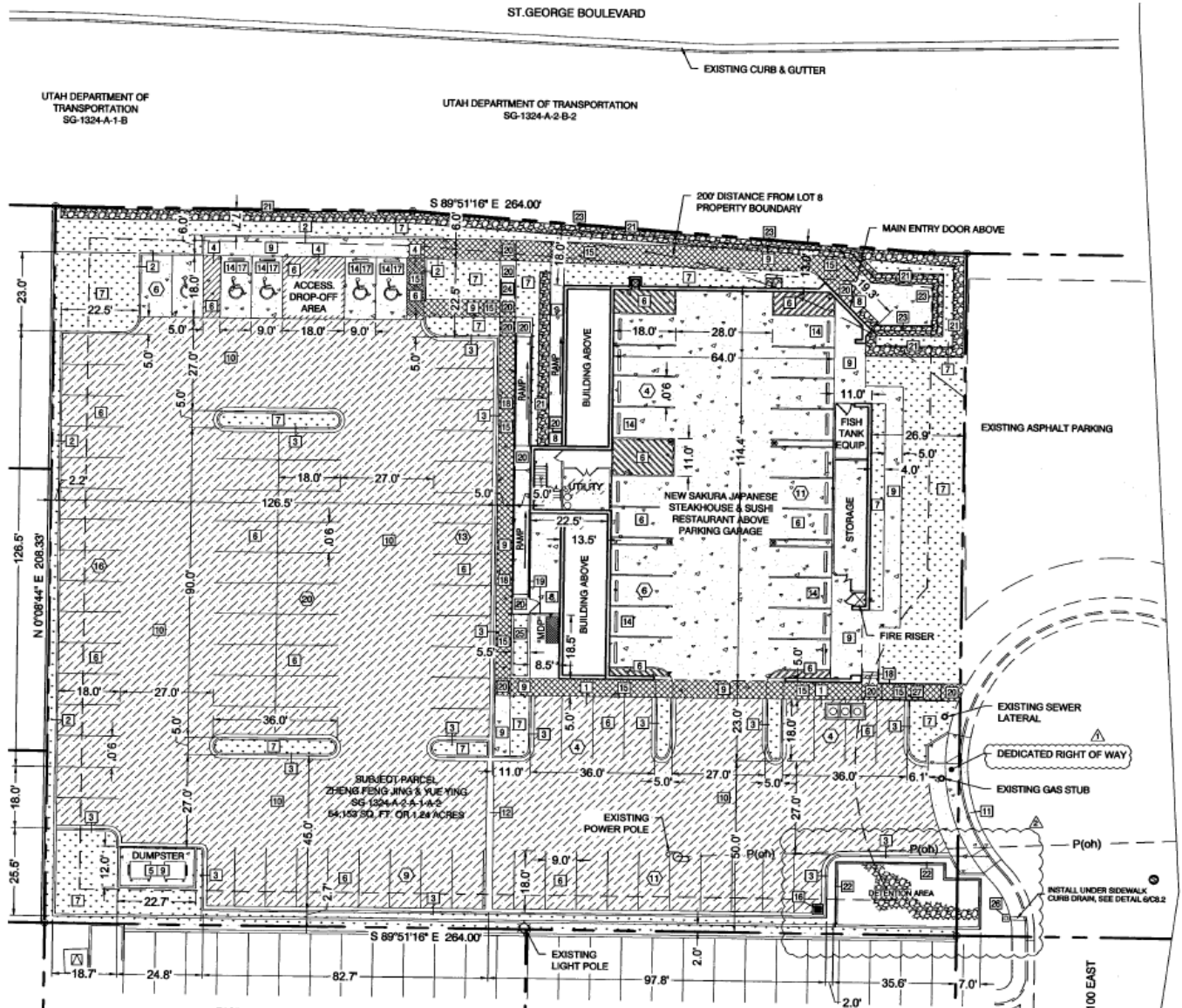


South - Height

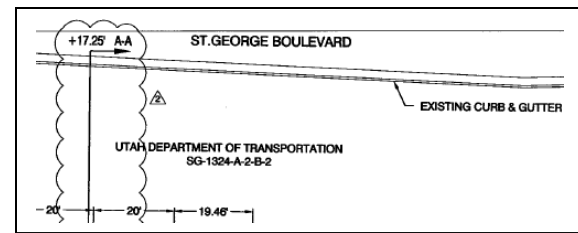


# Site Plan

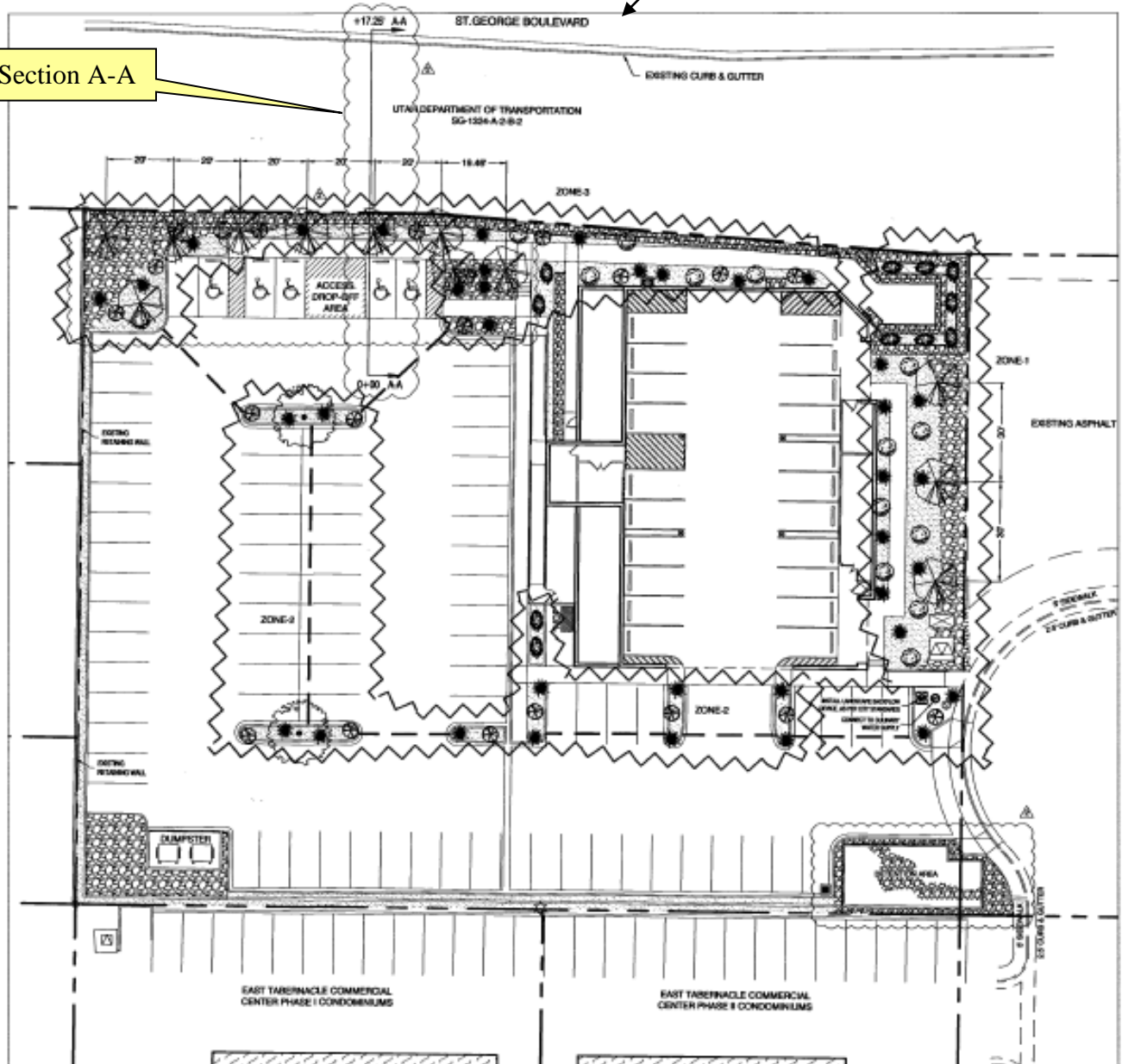
ST. GEORGE BOULEVARD



## Landscape Plan

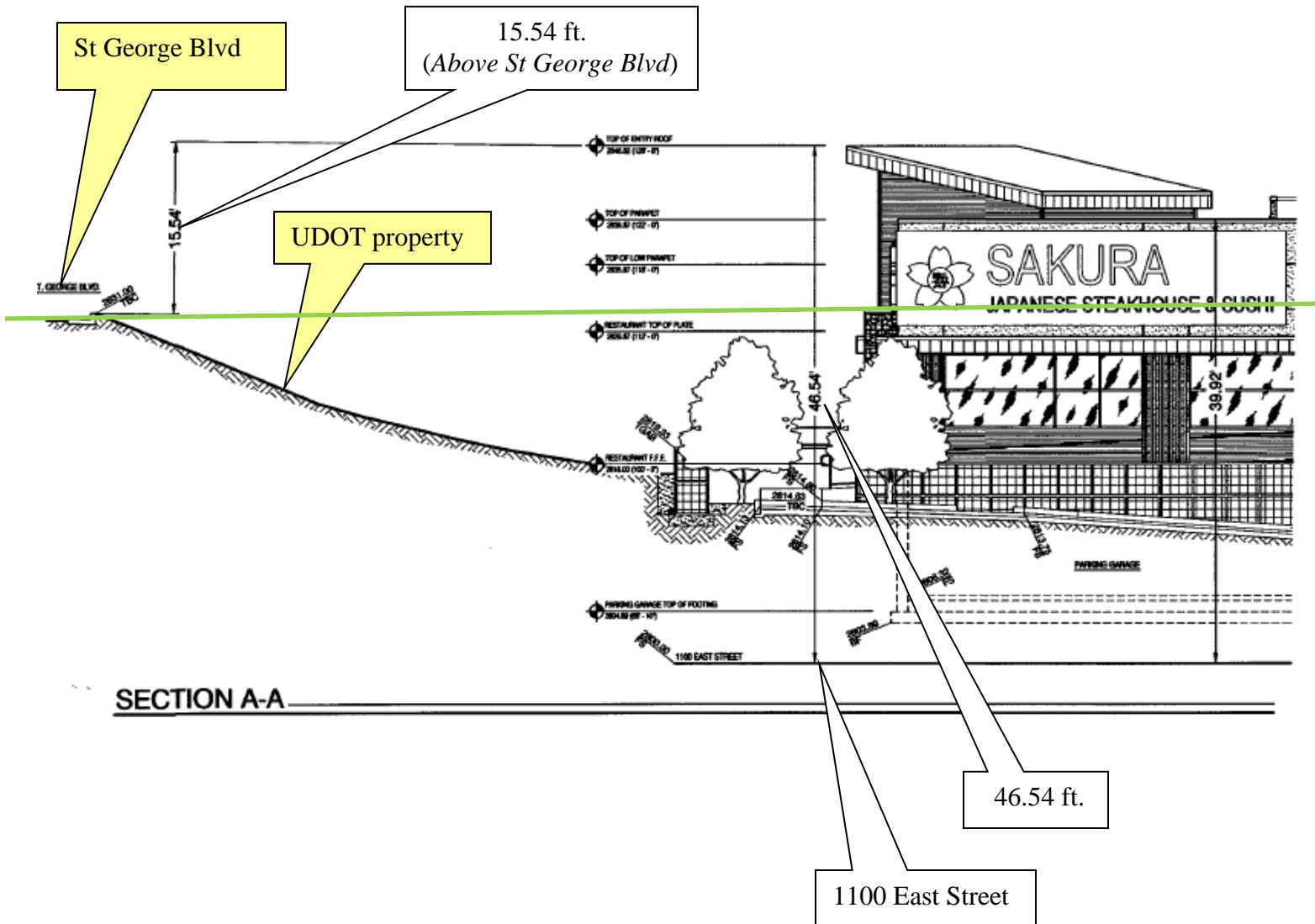


Section A-A





## Cross Section





2019-BDCSP-002  
*(and 2019-CUP-014)*

Sakura Restaurant

# Aerial



Site

## Zoning Map





# BDCSP

Required when located less than 200' of the I-15 Right-of-Way



St. George Blvd.

Entrance

I-15

Parking Required: 102  
Parking Provided: 104

JECT

EAST TABERNACLE COMMERCIAL  
CENTER PHASE I CONDOMINIUMS

EAST TABERNACLE COMMERCIAL  
CENTER PHASE II CONDOMINIUMS





Entrance

ST GEORGE BLVD

ST GEORGE BLVD

ST GEORGE BLVD

86 N

38 N

1025 E

1067 E  
Unit 14A-B

1067 E  
Unit 12

1067 E  
Unit 10

1037 E  
Unit 2

1067 E  
Unit 5

1067 E  
Unit 8

1067 E  
Unit 7B

1100 EST

1100 EST

TABERNACLE EST

1100 E

16 N



# View from I-15 – Looking West



# View from St. George Blvd – Looking Southwest





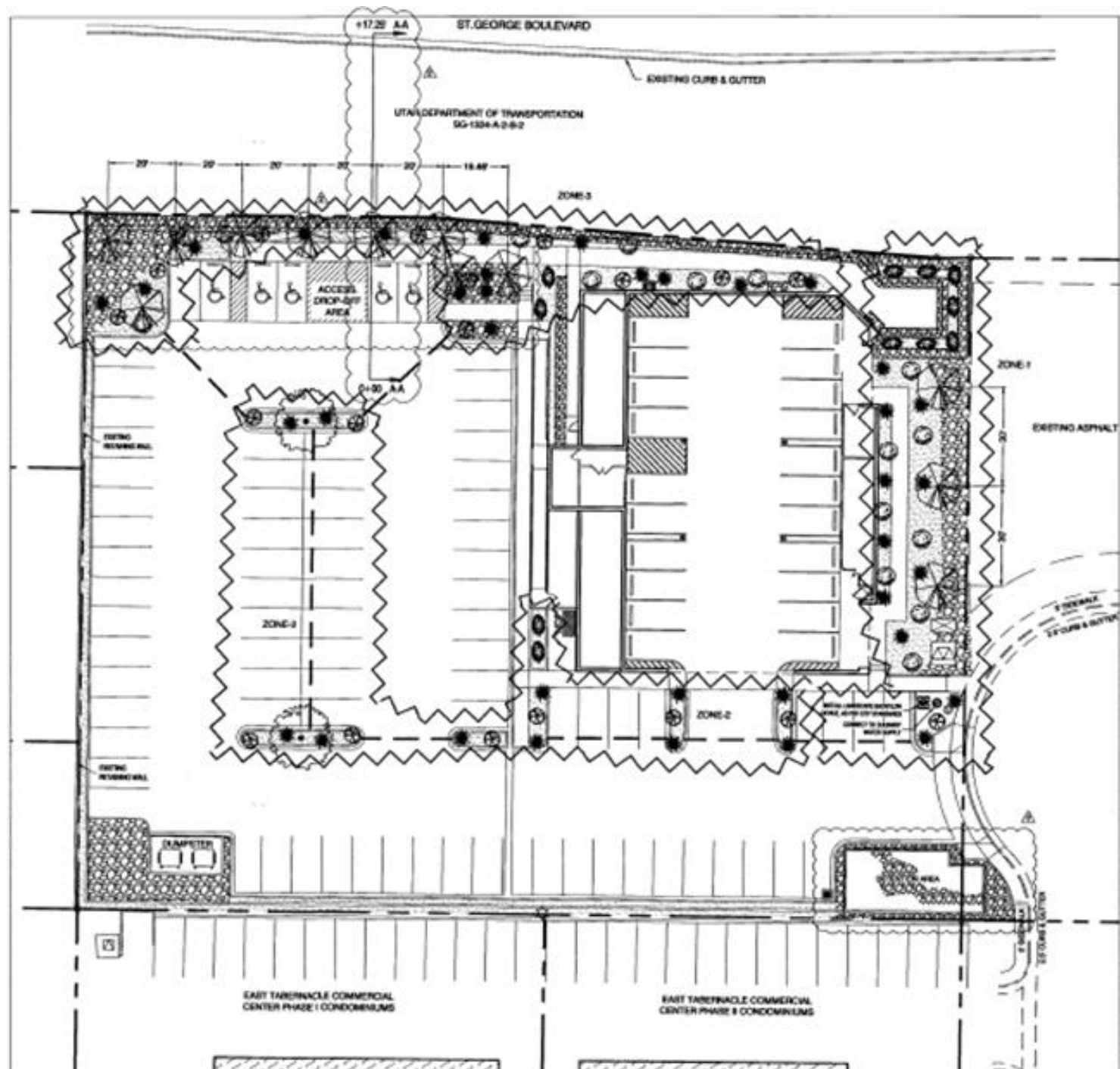
# View from St. George Blvd – Looking Southeast



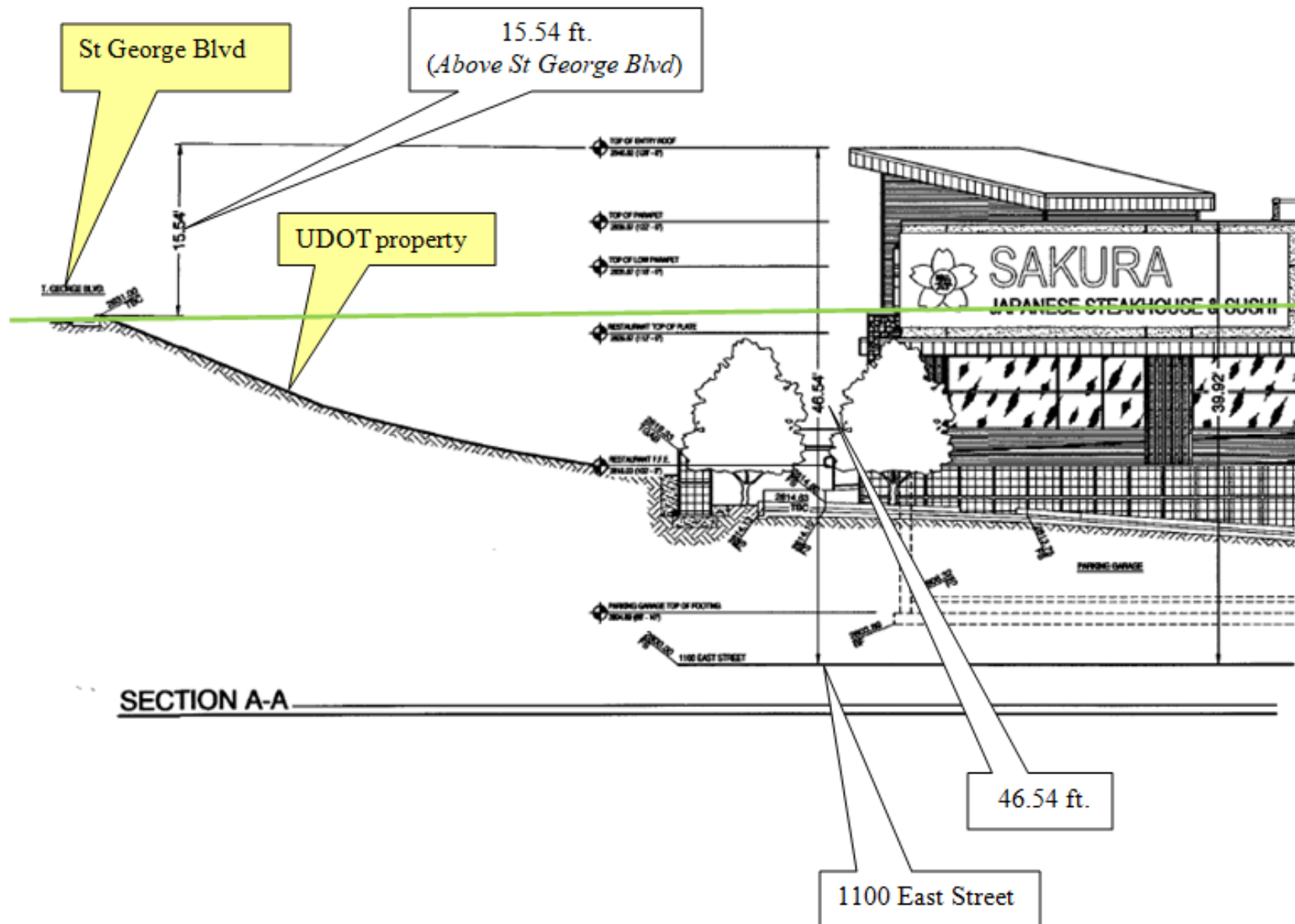


# View from Property to the west – Looking East





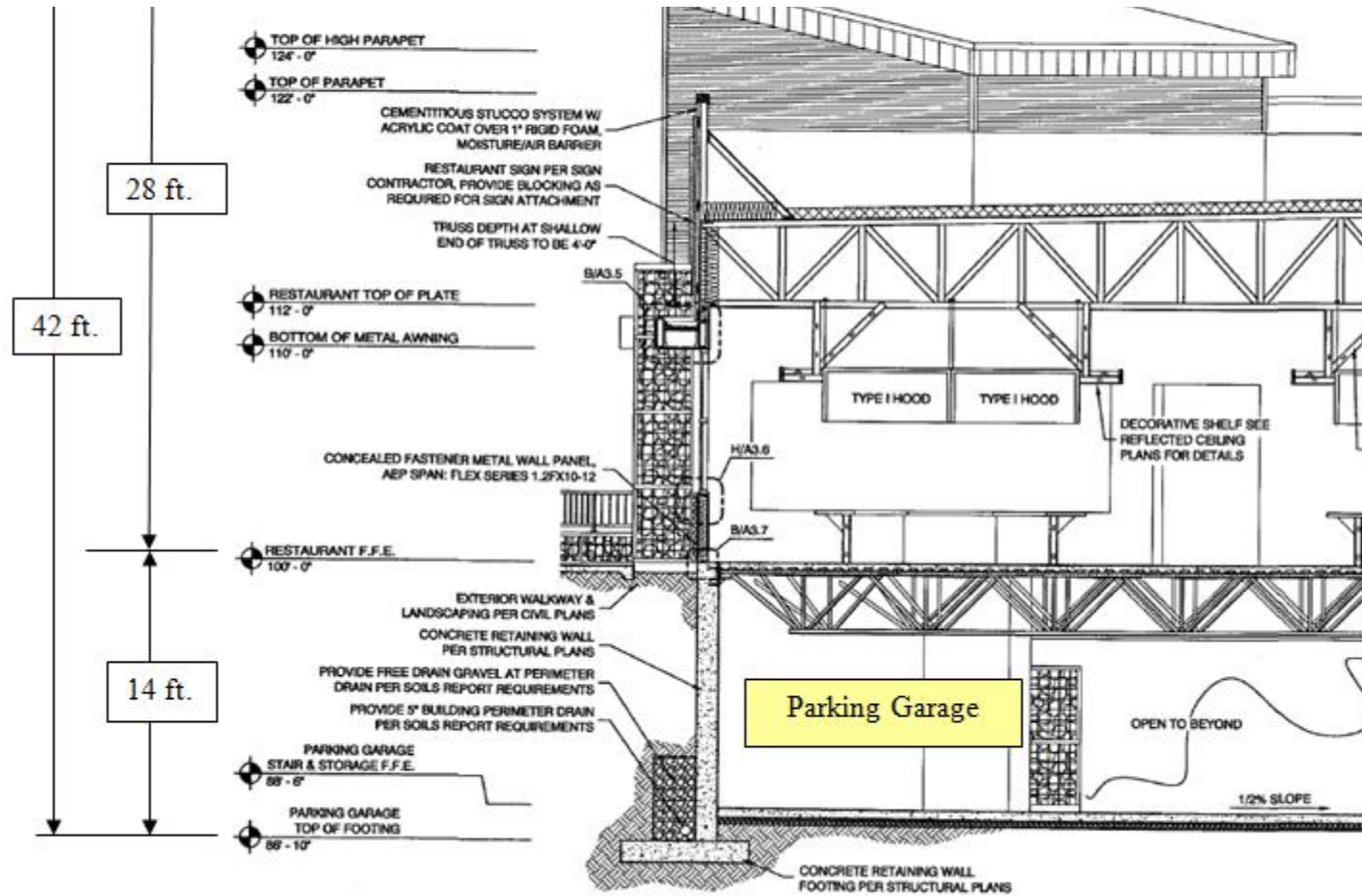
# Cross Section





# CUP

## Building Height – South and East Sides



**BUILDING SECTION 'A'**  
SCALE: 3/16" = 1'-0"

# BDCSP & CUP For Sakura



DRAFT

Agenda Item Number : 11

## Request For Council Action

---

**Date Submitted** 07/10/2019 11:39 AM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Johnny Doug

**Subject** Consider a Building Design Conceptual Site Plan (BDCSP) for a proposed Sakura Japanese Restaurant to be located near the 1100 East Street and St. George Boulevard intersection. The property is zoned C-2, Highway Commercial.

**Background** The Sakura Japanese Restaurant is proposing to move locations and build a new 10,452 sf building. This building will be located within 200' of the I-15 right-of-way which will require a BDCSP.

**Proposed Resolution** The Planning Commission recommended approval.

**Cost** \$N/A

**Action Taken**

**Requested by** Carol Davidson

**File Attachments** ccpacketsakura071019113916.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** NA

**Approved in Budget?** N/A **Amount:**



# BDCSP & CUP – Sakura

PLANNING COMMISSION AGENDA REPORT: **07/09/2019**

CITY COUNCIL MEETING: **07/18/2019**

## BUILDING DESIGN CONCEPTUAL SITE PLAN (BDCSP)

Case No. 2019-BDCSP-002

## CONDITIOAL USE PERMIT (CUP)

Case No. 2019-CUP-014

**Request:** Consider a BDCSP to allow development of a Japanese restaurant called “Sakura.”

**Reference:** There are two related cases for this project; Case No. 2019-CUP-014 & 2019-BDCSP-002. Both are presented together in this report. Note that a separate motion will be required for each individual case (*examples are provided*).

**Ownership:** SWU Commercial Properties LLC

**Applicant:** Johnny Dong

**Representative:** Derek Wiggins, Architect

**Engineer:** MRW Design

**Zoning:** C-3 (General Commercial)

**General Plan:** COM (Commercial)

**Location:** This property is located near 1100 East Street and St George Boulevard (*vacant lot between Bracken’s Auto and Desert Coach RV*).

**Area:** Lot 6 and 7 of Block 72 Plat B St George City Survey (*merged*). The parcel is 1.24 acres or 54,153 sq. ft.

**APN:** SG-1324-A-2-A-1-A-2-B

**Narrative:** See attached

**Building:** The building footprint will be 10,452 sq. ft. and the total building will have 19,820 sq. ft. The structure will have two levels with all restaurant services on the main level and with a parking garage below.

**Access:** Ingress and egress will be from the cul-de-sac on 1100 East Street.

**Ordinance:  
(BDCSP)**

This project requires a BDCSP application because:  
Per 10-10-5 “Special Provisions” Section 10-10-5.G:

*G. New Buildings Within I-15 Right -Of -Way: New buildings which are located within two hundred feet (200') of the I-15 right of way shall comply with the following minimum design principles and shall be subject to design approval by the Planning Commission prior to the issuance of a building permit:*

- 1. Design Principles And Planning Commission Considerations:
  - a. Buildings backing against the I-15 right-of-way are considered to have two (2) building fronts for aesthetic purposes. Building walls visible from I-15 shall be constructed of identical or similar materials as the building's front exterior, or shall be landscaped in such a manner that untreated cinder block, concrete or similar materials typical of rear walls are screened or enhanced to give a building front appearance.*
  - b. Along the I-15 right-of-way, landscaping shall be provided to beautify the side and rear walls of buildings. Trees shall be planted at least every thirty feet (30') to forty feet (40') along such rights-of-way. In addition to landscaping, aesthetic improvements to the buildings' rear and side walls are encouraged. Signs painted or attached to the side or rear walls shall not cover more than ten percent (10%) of the face of such walls.**
- 2. Site Plan And Elevation Drawings Required: Prior to the issuance of a building permit for new commercial buildings within two hundred feet (200') of the I-15 right-of-way, a site plan along with building elevation drawings showing the building view from I-15 (including signage) shall be submitted for planning commission review and approval. In considering the site plan the planning commission shall determine whether the purpose of this subsection has been achieved. (Ord. 2012-03-005, 3-15-2012)*

**Ordinance:  
(CUP)**

This project requires a CUP application because:  
Per 10-10-4 “Area, Setback, and Height Requirements” . . . 35 ft. is the maximum height, unless a greater height is approved by the City Council after recommendation by the Planning Commission.

**Height:**

The restaurant is designed to have a parking garage underneath it. The restaurant is approx. 28 ft. high and the garage is approx. 14 ft. high. The total building height varies (*see renderings*), but the overall combined height is approximately 42 ft. As seen from street level from St George Boulevard, the building would be approx. 14 ft. high.

**Design:** The building consists of a lower level parking garage with concrete floor, walls and steel support, exterior concrete will be exposed architectural board form. The upper level restaurant is of wood frame construction, the exterior will use cementitious stucco as a primary cladding and steel metal panels as a secondary cladding. Vertical metal fins and rock filled gabion baskets will act as accents to a modern contemporary design.

**Parking:** The parking for this restaurant is calculated at 10,238 sq. ft. occupied space divided by 100 = 10,238/ 100 = 102.38 spaces. Parking includes both outside spaces and garage spaces. There are a total of 104 spaces proposed; 21 spaces are in the garage area beneath the restaurant and 83 spaces are in the outside parking areas. Staff will verify parking during the SPR process.

**Landscaping:** The site will have approx. 17% landscaped. See the concept landscaping plan. Staff will verify the landscaping code is met during the plan review.

**Hours:** The projected hours of operation are as follows:

Monday through Friday hours of operation: 11-30am - 2:30pm & 4:30pm – 10pm

Saturday hours of operation: 12pm – 10pm

Sunday hours of operation: 4:30 pm – 9pm

**Options:** The Planning Commission has the following options for both the BDCSP and CUP applications:

1. Recommend approval as presented
2. Recommend approval with conditions and comments.
3. Table because \_\_\_\_\_.
4. Deny because \_\_\_\_\_.

---

**Example Motion:**  
**BDCSP (Site)**

1. The Planning Commission recommends approval of the BDCSP for development of “Sakura” restaurant with the site plan, elevations, renderings, materials, colors, and design as presented.
2. A SPR (Site Plan Review) application with accompanying civil engineering plans shall be submitted for review and approval. These plans will include a grading plan
3. A photometric plan shall be provided with the SPR application and plan set. Lighting shall not exceed 1 FC at PL and shall not exceed 15 FC on site. Dark sky style lighting shall be use to mitigate light pollution.
4. All signage is under separate sign permits.



-----  
 -----  
**Example Motion:**  
**CUP (Height)**

1. The Planning Commission recommends approval of the CUP for development of “Sakura” for the height of approx. 42 feet.
2. A SPR (Site Plan Review) application with accompanying civil engineering plans shall be submitted for review and approval. These plans will include a grading plan

**Findings:** The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Mitigation	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The building and site design proposed is determined to be a complement to the area		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.
Shall meet all applicable Federal, State, and City codes for a restaurant	N/A	E. Safety	1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems. 2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.

	N/A	F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
<p>The restaurant height will be approx. 28 ft. for the restaurant, 14 ft. for the garage and a total of approx. 42 ft.</p> <p>The height as seen from St George Blvd. will be approx. 15.4 ft.</p>		G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
(see staff report)	N/A	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
There are many restaurants in the community and spacing is not considered as an issue	N/A	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>
The commercial character and purpose will be maintained and complimented		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
Shall meet all health requirements.	N/A	K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>

**Planning Commission recommendation BDCSP:**

The Planning Commission recommends approval of the BDCSP for development of “Sakura” restaurant with the site plan, elevations, renderings, materials, colors, and design as presented with the following conditions:

1. A SPR (Site Plan Review) application with accompanying civil engineering plans shall be submitted for review and approval. These plans will include a grading plan
2. A photometric plan shall be provided with the SPR application and plan set. Lighting shall not exceed 1 FC at PL and shall not exceed 15 FC on site. Dark sky style lighting shall be use to mitigate light pollution.
3. All signage is under separate sign permits.

**Planning Commission recommendation CUP:**

The Planning Commission recommends approval of the CUP for development of “Sakura” for the height of approx. 42 feet with the following condition:

1. A SPR (Site Plan Review) application with accompanying civil engineering plans shall be submitted for review and approval. These plans will include a grading plan.
2. The height measured from St. George Blvd is to be limited to approximately 15’.



## Aerial



## Zoning Map





## Narrative

### PROJECT NARRATIVE FOR SAKURA JAPANESE STEAKHOUSE & SUSHI

**DATE:**

June 6<sup>th</sup>, 2019

**TO:**

St. George City, Utah



**SITE ADDRESS:**

All of lots six (6) and seven (7), block seventy two (72), plat "b", St. George city survey, on file in the office of the Washington county recorder, also including that parcel described in document no. 20190016622 on file in the office of the Washington county recorder.



**PREPARED FOR:**

SWU Commercial Properties, LLC  
939 East St. George Blvd., St. George, UT 84770  
W: 435-275-2888  
C: 718-552-7788  
E: [johnnydong88@gmail.com](mailto:johnnydong88@gmail.com)



The Project consists of a 19,820 square foot Sakura Japanese Restaurant and Sushi with a full service kitchen, teppanyaki grills, tatami seating, private dining rooms, balcony dining and a full bar. The restaurant has two levels with all services on the main level and a parking garage below to offer covered parking in conjunction with traditional paved parking.

The Project site is zoned C-2, Commercial and is located on the vacant lots 6 & 7 of real property SG-1324-A-2-A-1-A-2 at the cul-de-sac of 1100 East just South of St. George Blvd., St. George, Utah. 84770. Zone C allows for the construction of a restaurant. The Project will be developed on the Northeast Corner of the property. 17% of the site is to be landscaped exceeding the 15% required landscaping. The parcel is 1.24 Acres or 54,153 sq. ft. of which the building will have a footprint of 10,452 sq. ft. or 20% of the parcel. The site has an average natural grade of approximately 7.25% and will thus have some gabion basket and concrete retaining walls to accommodate the building on the site. The site is not located in the flood zone.

Egress and Ingress will be from the cul-de-sac on 1100 East. The parcel to the North is separated from St. George Blvd. by 50' of landscaped property owned by the Utah Department of Transportation with a real property tax ID of SG-1324-A-2-B-2.

Easements and setbacks have been provided per the requirements of St. George City and the Joint Utility Committee's comments.

As directed by the soils report special consideration, including underground cut-off and storm drain piping has been taken to prevent underground runoff from affecting the properties located downhill and to the south of the parcel.

East side of the project has an 8" water line running from the 1100 East cul-de-sac which is to be used for the fire sprinkler system that is to be provided. A 1" water meter for the culinary water line will be provided near the 1100 East cul-de-sac, water service will be provided by the St. George City Water Department. The site has a 6" waste water (sewer) line running along the south of the property from the 1100 East cul-de-sac, a 1500 gallon grease interceptor will be provided per the St. George City requirements, waste service is to be provided by the City of St. George Wastewater Collection Division. Natural Gas will be served by Dominion Energy Gas with a gas line running south in the parcel and connecting to the 2" existing gas main in the 1100 East cul-de-sac. A 1000 Amp Electric service with a 225 KVA transformer located on the east of the property will be provided with services by the City of St. George Energy Services Department, power to connect with the existing power conduits located in the real property of SG-1730-A-1-E-2 located north of the 1100 East cul-de-sac.

There's demand for a new Sakura restaurant which currently maxes its occupancy frequently. Sakura has operated in St. George since 2011, 8 years. The new building will provide locals, corporate businesses and tourist with an increased capacity Sakura Japanese Sushi and Steakhouse Restaurant that has an improved quality of building and atmosphere. The restaurant will generate an increased sales tax revenue and create permanent jobs in addition to the jobs associated with its construction. The restaurants max occupancy will be 265 persons. Located within view of commuters on St. George Blvd. and I-15 the building has been designed and oriented to optimize its curb appeal by treating none of the sides as the back of house.

- 
- |   |   |
|---|---|
| <p><b>1. ARCHITECT / ENGINEERING:</b><br/><b>DEREK WIGGINS</b><br/>MRW DESIGN ASSOCIATES INC.<br/>73 EAST 100 SOUTH.<br/>ST. GEORGE, UT. 84770<br/>PH: 435-628-2377<br/>EMAIL: <a href="mailto:DW@MRWDESIGN.COM">DW@MRWDESIGN.COM</a></p> | <p><b>2. GENERAL CONTRACTOR</b><br/><b>TO BE DETERMINED BUT</b><br/><b>UNDER CONSIDERATION:</b><br/>BONNEVILLE BUILDERS<br/>SUNWEST CUSTOM HOMES<br/>WATTS CONSTRUCTION</p> |
|---|---|
- 3. OWNERSHIP:**  
**SWU COMMERCIAL PROPERTIES, LLC**  
939 EAST ST. GEORGE BLVD.  
ST. GEORGE, UT 84770  
PH: 718-552-7788  
EMAIL: [JOHNNYDONG88@GMAIL.COM](mailto:JOHNNYDONG88@GMAIL.COM)

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Thank you,



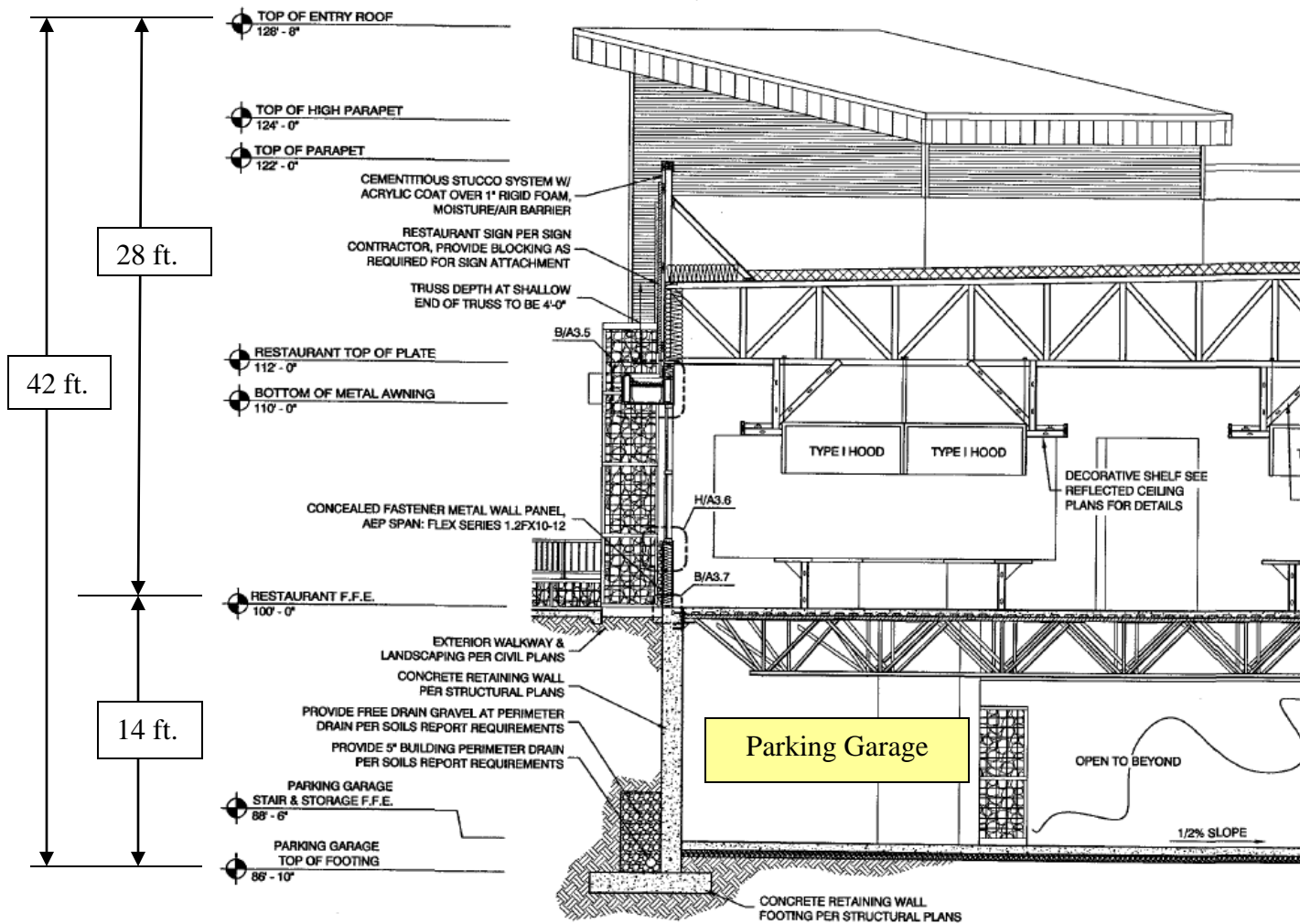
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MRW Design Associates, Inc.

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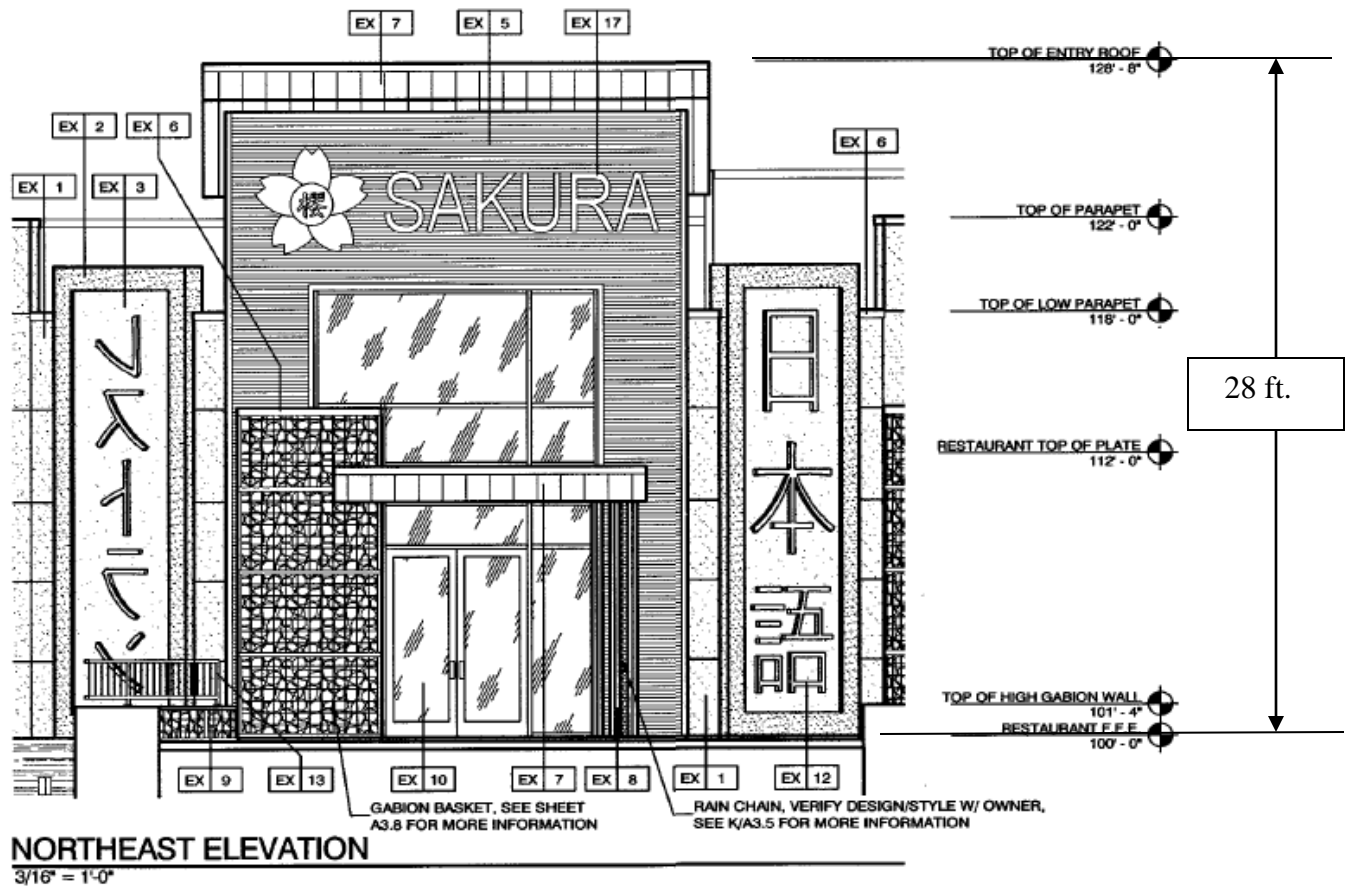


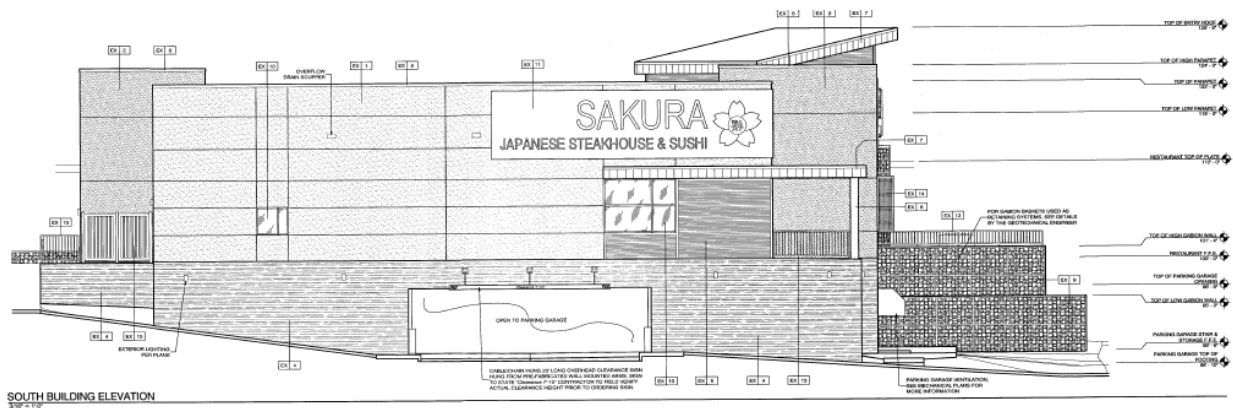
## Building Height



### BUILDING SECTION 'A'

SCALE: 3/16" = 1'-0"







## Renderings

レストラン

Resutoran (Restaurant)

East



North Entry

日本語 Nihongo  
(Japanese Language)





North



West





South



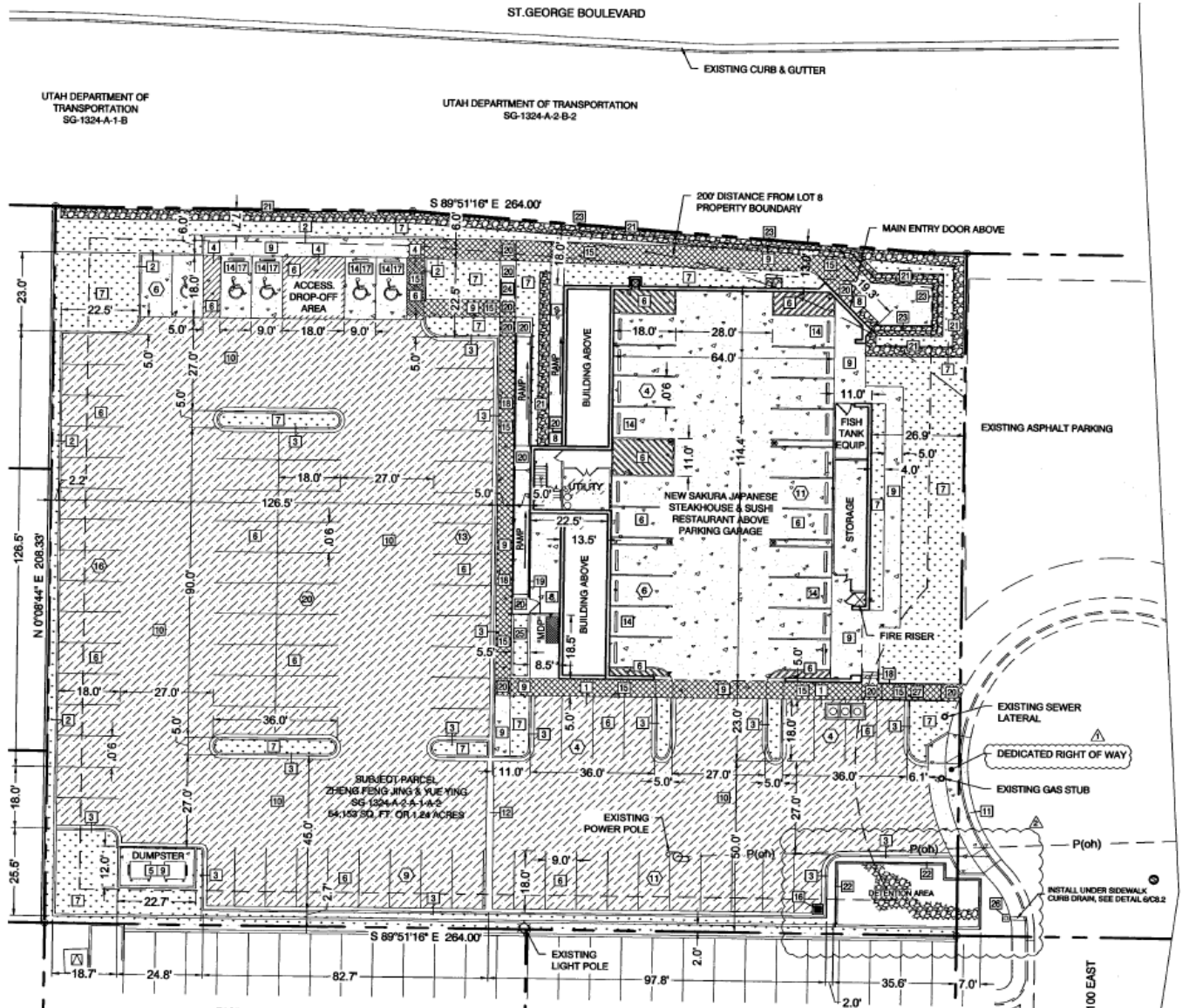
South - Height



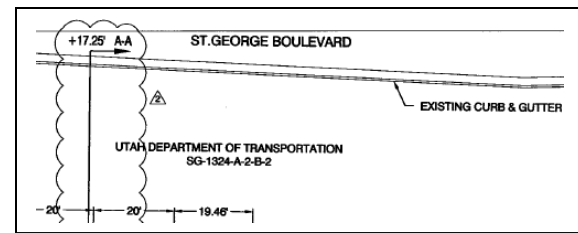


# Site Plan

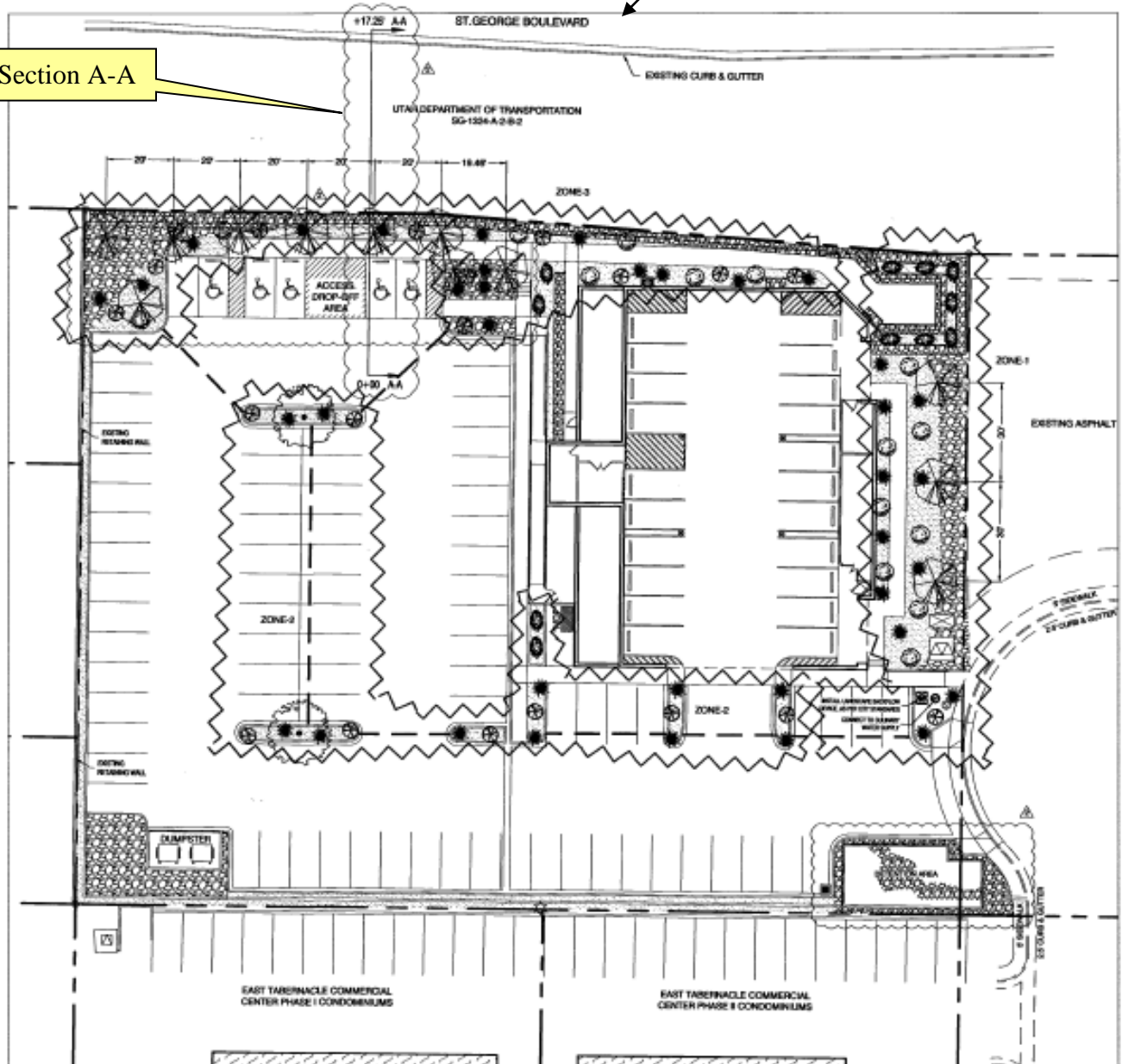
ST. GEORGE BOULEVARD



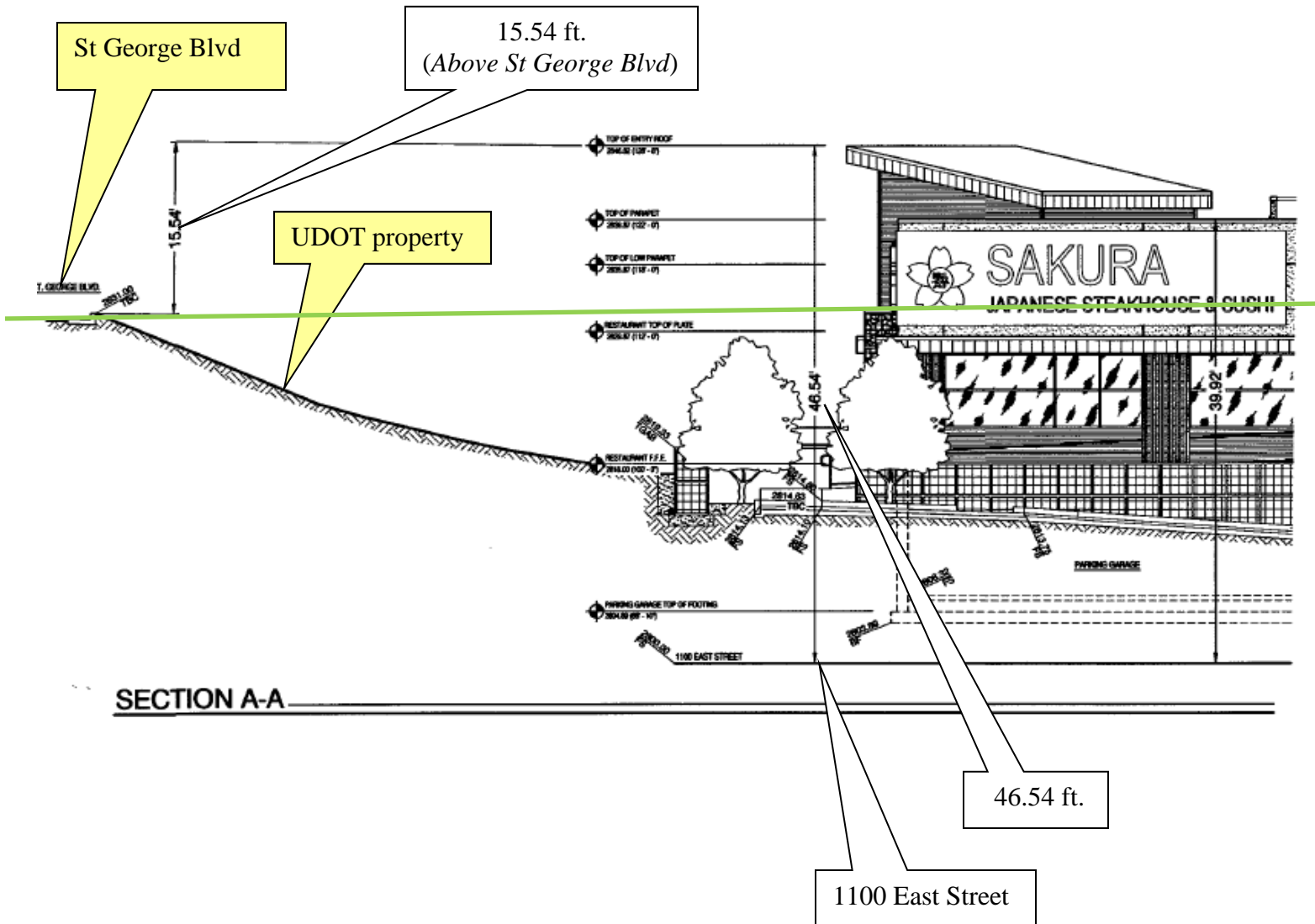
## Landscape Plan



Section A-A



## Cross Section





2019-BDCSP-002  
*(and 2019-CUP-014)*

Sakura Restaurant

# Aerial



Site

## Zoning Map





# BDCSP

Required when located less than 200' of the I-15 Right-of-Way



St. George Blvd.

Entrance

I-15

Parking Required: 102  
Parking Provided: 104

JECT

EAST TABERNACLE COMMERCIAL  
CENTER PHASE I CONDOMINIUMS

EAST TABERNACLE COMMERCIAL  
CENTER PHASE II CONDOMINIUMS

1100 EAST





Entrance

ST GEORGE BLVD

ST GEORGE BLVD

ST GEORGE BLVD

86 N

38 N

1025 E

1067 E  
Unit 14A-B

1067 E  
Unit 12

1067 E  
Unit 10

1037 E  
Unit 2

1067 E  
Unit 5

1067 E  
Unit 8

1067 E  
Unit 7B

1100 EST

1100 EST

TABERNACLE EST

1100 E

16 N



# View from I-15 – Looking West



# View from St. George Blvd – Looking Southwest





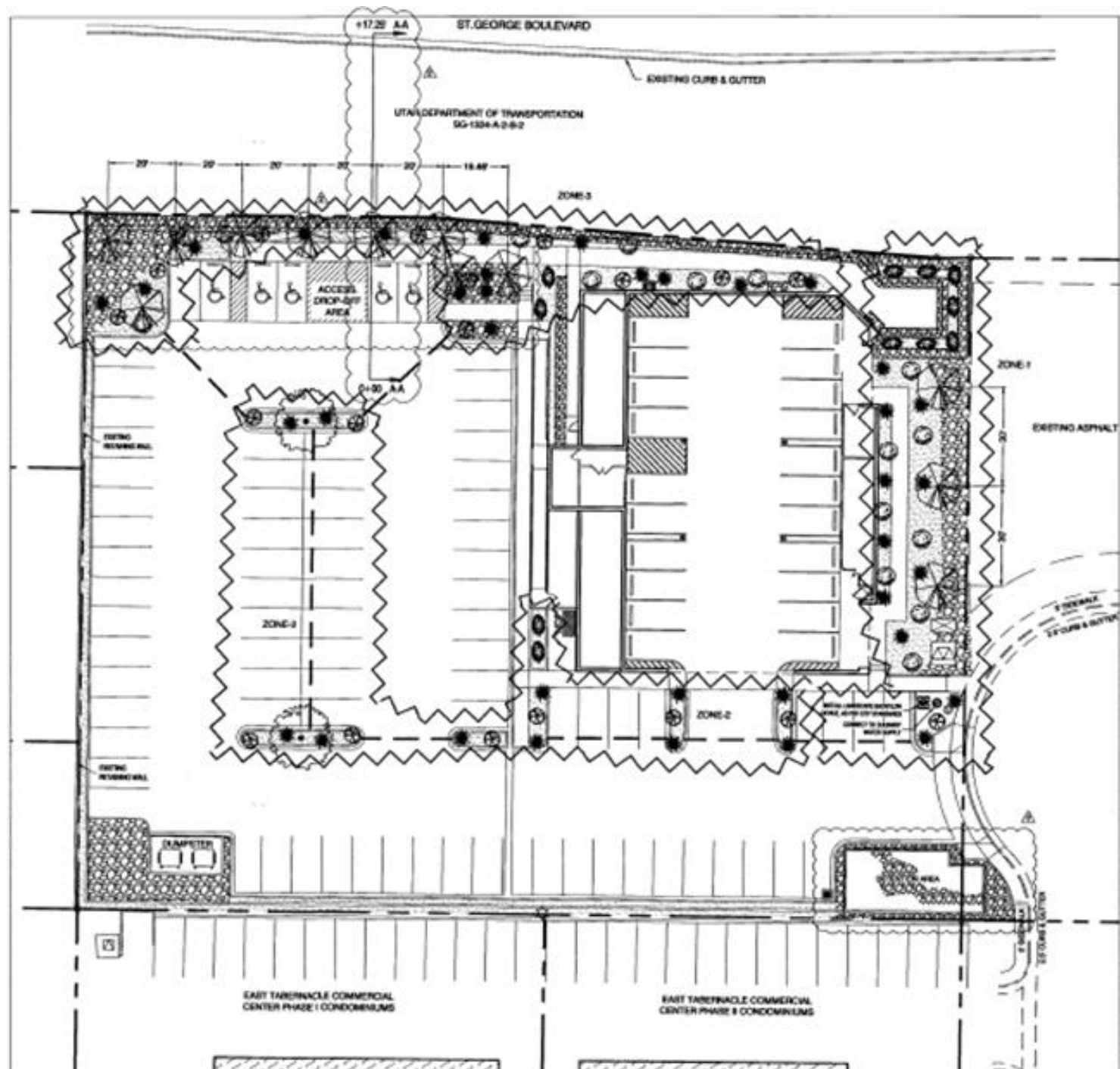
# View from St. George Blvd – Looking Southeast



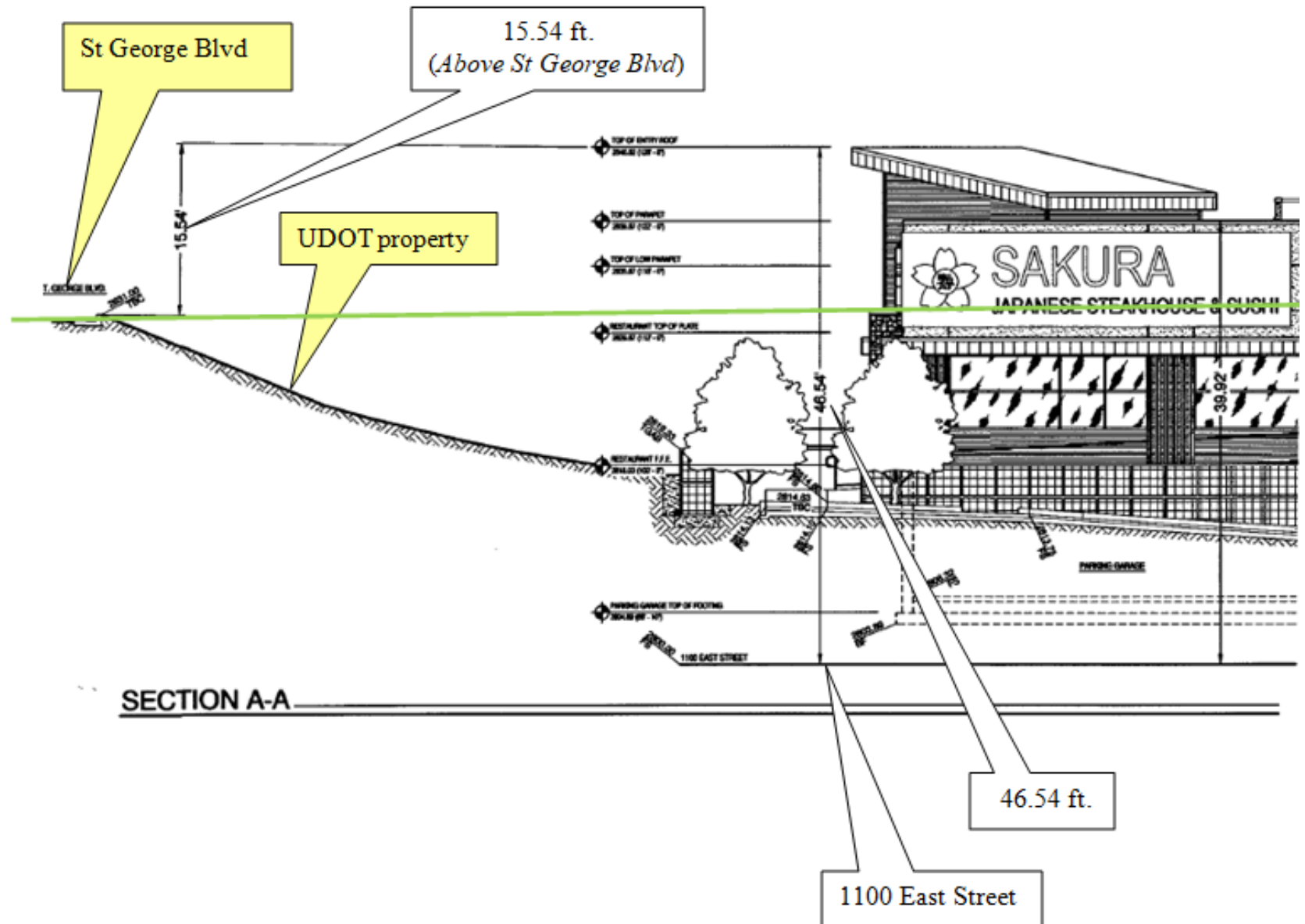


# View from Property to the west – Looking East





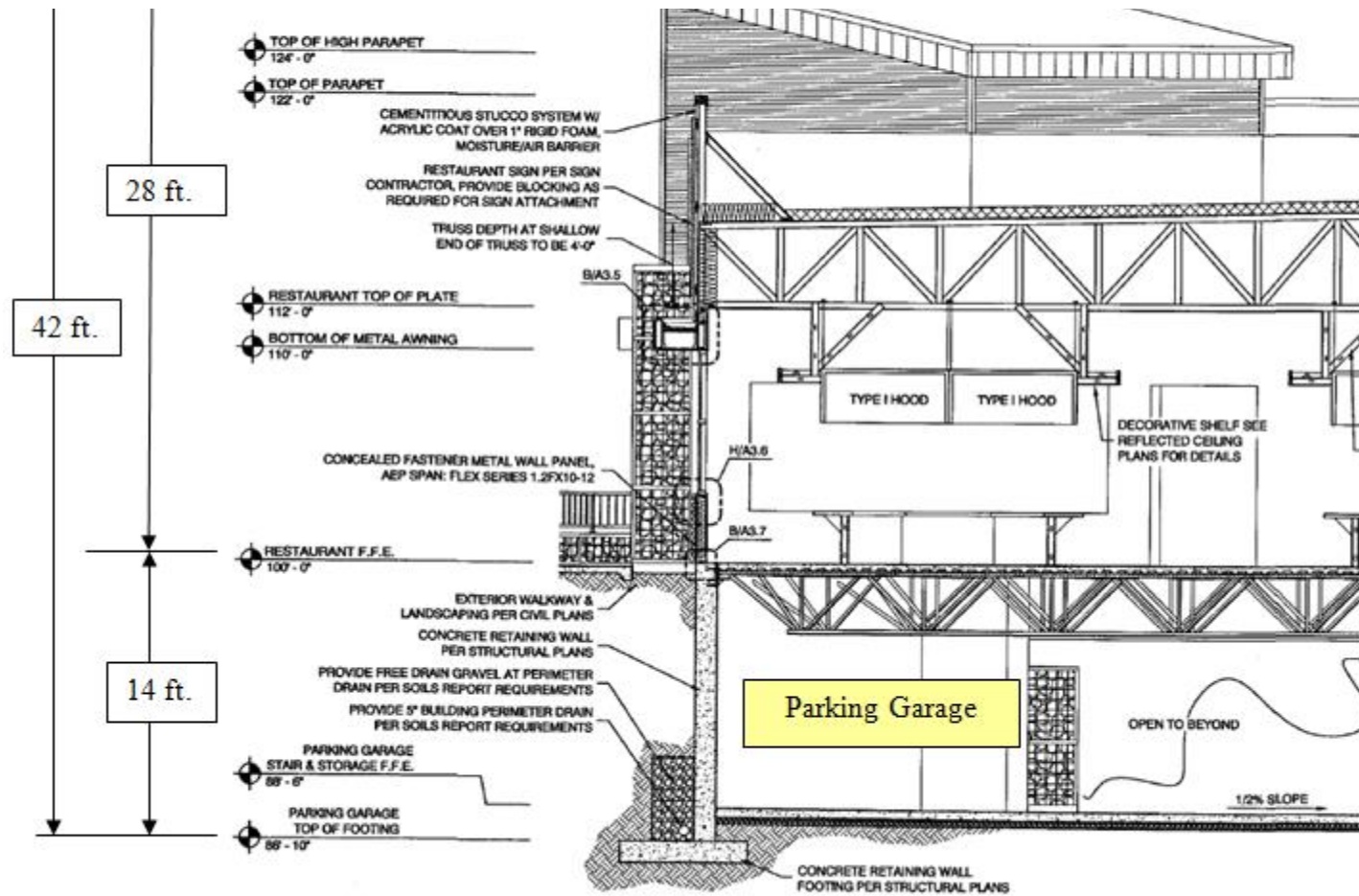
# Cross Section





# CUP

## Building Height – South and East Sides



**BUILDING SECTION 'A'**  
SCALE: 3/16" = 1'-0"

# BDCSP & CUP For Sakura



DRAFT

Agenda Item Number : 12

## Request For Council Action

---

**Date Submitted** 06/27/2019 12:16 PM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Brad Petersen, Development Solutions Group

**Subject** Consider approval of a final subdivision plat for Aspen Estates Phase 8.

**Background** This is the final subdivision plat for Aspen Estates Phase 8, a 14-lot residential subdivision located at 2890 South and 3210 East; zoning is R-1-8.

**Proposed Resolution** City staff and Planning Commission recommended approval.

**Cost** \$

**Action Taken**

**Requested by** Todd Jacobsen

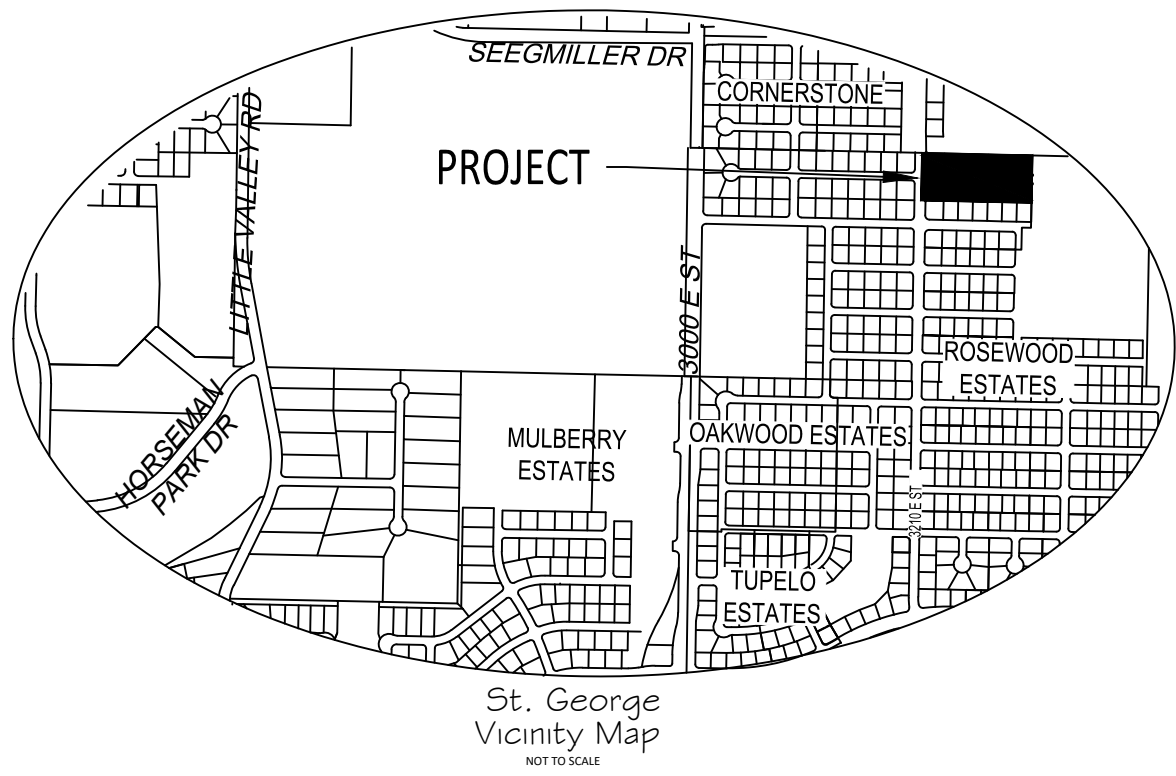
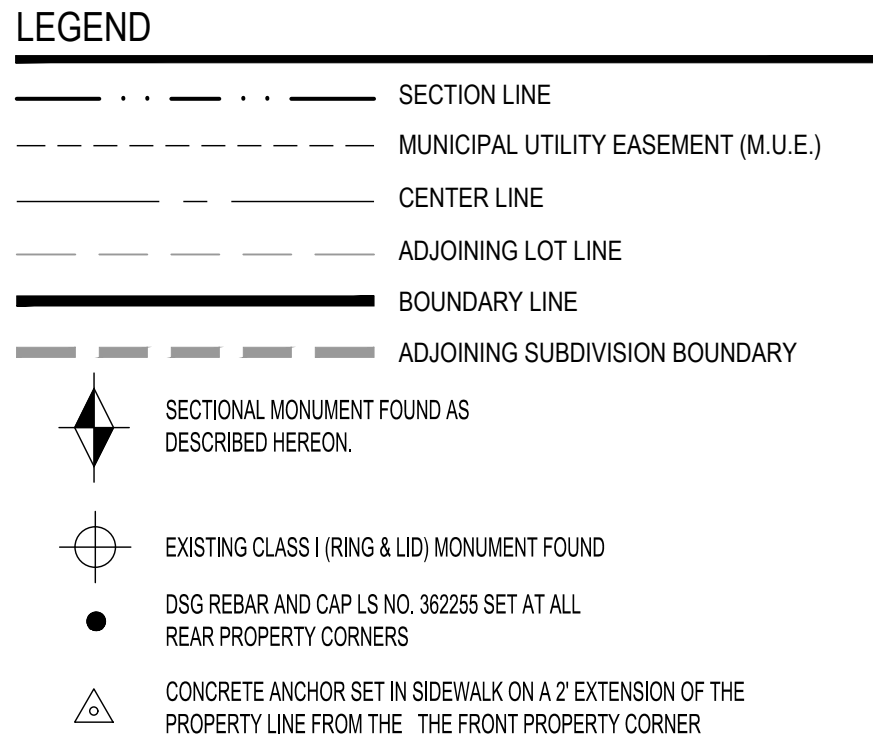
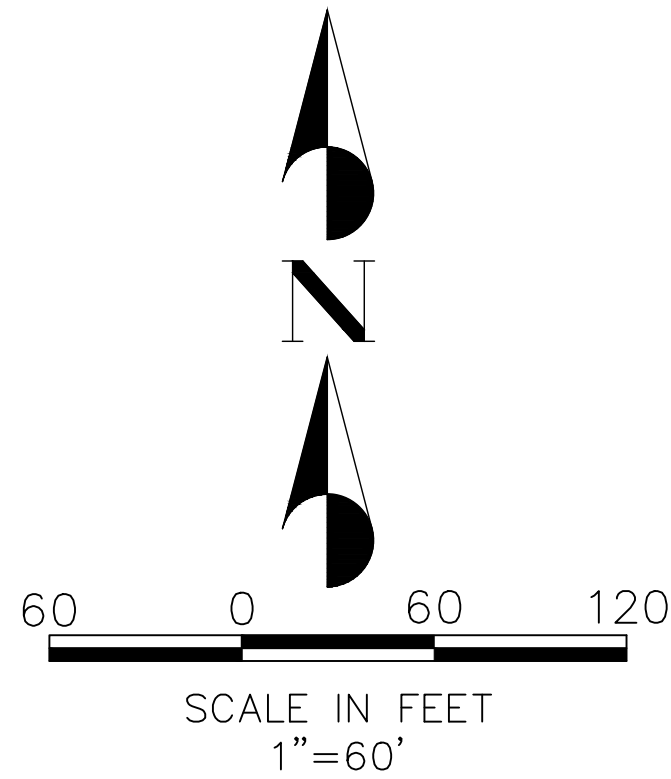
**File Attachments** aspenestatesph8062719121659.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** NA

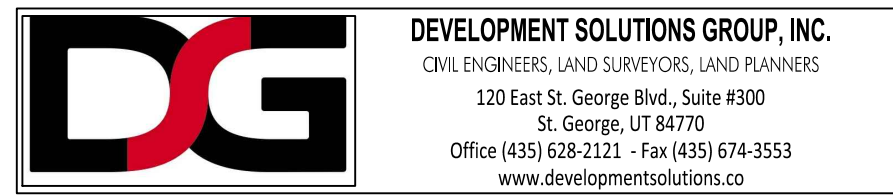
**Approved in Budget?** N/A **Amount:**





**GENERAL NOTES & RESTRICTIONS:**

- THERE EXISTS A 10.00 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FROM THE EXERCISE OF THE EASEMENT RIGHTS.
- A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR FLATWORK ARE COMPILED IN A REPORT DATED APRIL 4, 2018. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.
- THIS SUBDIVISION IS LOCATED ADJACENT TO AGRICULTURAL PROPERTIES UPON WHICH LARGE ANIMAL ARE ALLOWED. AGRICULTURAL ACTIVITIES CONDUCTED IN THE NORMAL AND ORDINARY COURSE OF AGRICULTURAL OPERATIONS OR CONDUCTED IN ACCORDANCE WITH SOUND AGRICULTURAL PRACTICES ARE PRESUMED TO BE REASONABLE AND ARE NOT A NUISANCE UNDER THE LAW.
- LOT 101 SHALL NOT HAVE DRIVEWAY ACCESS TO 3210 EAST STREET UNLESS A SITE GRADING PLAN IS SUBMITTED WITH THE BUILDING PERMIT APPLICATION TO THE CITY THAT SHOWS DRIVEWAY SLOPE AND LOCATION MEET CITY ORDINANCE.



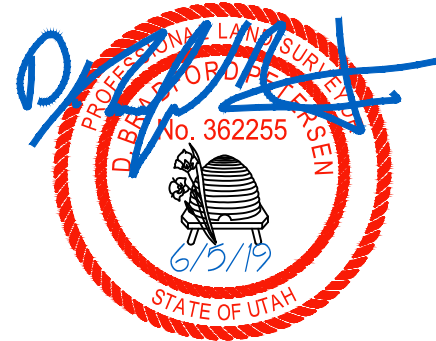
**SURVEYOR'S CERTIFICATE:**

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

**ASPEN ESTATES - PHASE 8**

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: \_\_\_\_\_



**LEGAL DESCRIPTION:**

BEGINNING AT THE NORTHEAST CORNER OF ASPEN ESTATES - PHASE 2 AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°42'38" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1327.771 FEET FROM THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°42'38" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 649.954 FEET; THENCE SOUTH 01°17'22" WEST 277.319 FEET TO THE NORTHEAST CORNER OF ASPEN ESTATES - PHASE 7, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE; THENCE NORTH 88°42'38" WEST ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION, A DISTANCE OF 648.265 FEET TO THE EASTERLY BOUNDARY OF SAID ASPEN ESTATES - PHASE 2 SUBDIVISION; THENCE NORTH 00°56'26" EAST ALONG SAID EASTERLY SUBDIVISION BOUNDARY, A DISTANCE OF 277.324 FEET TO THE POINT OF BEGINNING.  
CONTAINS 180,010 SQ. FT., (4.132 ACRES)

**OWNER'S DEDICATION:**

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

**ASPEN ESTATES - PHASE 8**

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND MUNICIPAL UTILITY EASEMENTS. ALL LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE ITS SUCCESSORS AND ASSIGNS, TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ASPEN ESTATES SUBDIVISION, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE 1ST DAY OF JANUARY, 2016, ENTRY NO. 20160000543. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

IVORY SOUTHERN, LLC.  
BY: KEVIN ANGLESEY, SECRETARY

**ACKNOWLEDGMENT**

STATE OF UTAH } S.S.  
COUNTY OF WASHINGTON

ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED KEVIN ANGLESEY, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
A NOTARY PUBLIC COMMISSIONED IN UTAH  
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

NOTARY PUBLIC

Subdivision Final Plat for  
**ASPEN ESTATES - PHASE 8**  
Located in the Southeast Quarter of Section 10,  
Township 43 South, Range 15 West, SLB&M

SHEET 1 OF 1

APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL OF THE PLANNING COMMISSION	APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH	TREASURER APPROVAL	RECORDED NUMBER
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 RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____ A.D. 20____.	APPROVED AS TO FORM, THIS THE ____ DAY OF _____ A.D. 20____.	ON THIS THE ____ DAY OF _____ A.D. 20____ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.	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.	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.	
COMMUNITY DEVELOPMENT DIRECTOR CITY OF ST. GEORGE	ENGINEER CITY OF ST. GEORGE	CITY ATTORNEY CITY OF ST. GEORGE	CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE	ATTEST: CITY RECORDER CITY OF ST. GEORGE MAYOR CITY OF ST. GEORGE	WASHINGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

DRAFT

Agenda Item Number : 13

## Request For Council Action

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**Date Submitted** 06/27/2019 12:18 PM

**Proposed City Council  
Date** 07/18/2019

**Applicant** Brad Petersen, Development Solutions Group

**Subject** Consider approval of a final subdivision plat for Aspen Estates Phase 10.

**Background** This is the final subdivision plat for Aspen Estates Phase 10, a 14-lot residential subdivision located at 2890 South and 3330 East; zoning is R-1-8.

**Proposed Resolution** City staff and Planning Commission recommended approval

**Cost** \$

**Action Taken**

**Requested by** Todd Jacobsen

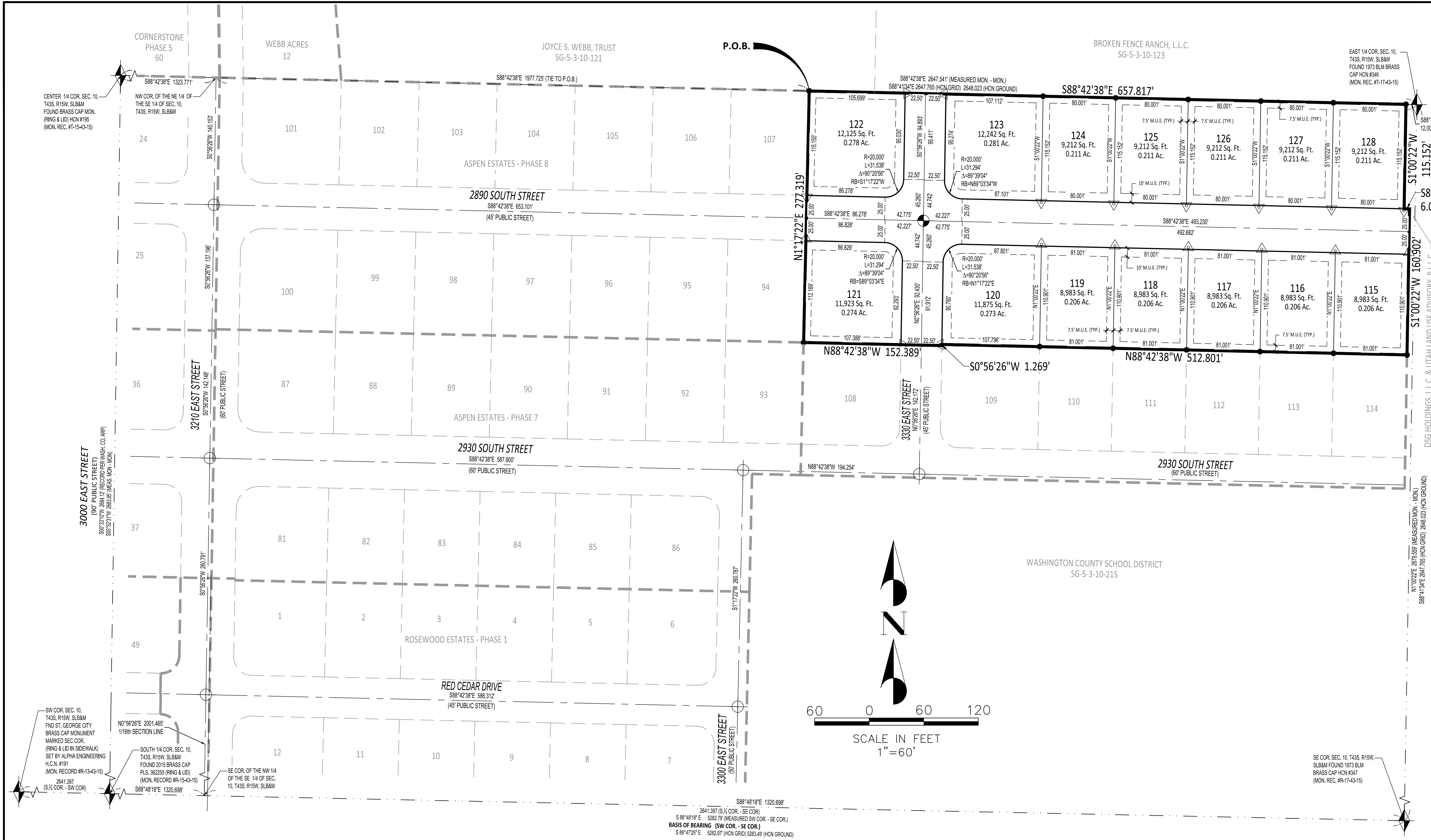
**File Attachments** aspenestatesph10062719121841.pdf

**Approved by Legal  
Department?** Yes

**Approved by City Admin  
Services?** NA

**Approved in Budget?** N/A **Amount:**





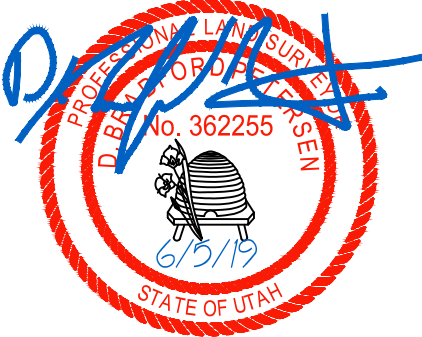
SURVEYOR'S CERTIFICATE:

I, D. BRADFORD PETERSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 362255, IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE VIEWED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS HEREINAFTER KNOWN AS:

ASPEN ESTATES - PHASE 10

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THE LOTS SHOWN ON THIS PLAT MEET THE CURRENT ZONING ORDINANCE.

DATE: \_\_\_\_\_



LEGAL DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF ASPEN ESTATES - PHASE 8 AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 88°42'38" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 1977.725 FEET FROM THE CENTER QUARTER CORNER OF SECTION 10, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°42'38" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 657.817 FEET, THENCE SOUTH 01°00'22" WEST 115.152 FEET, THENCE SOUTH 88°42'38" EAST 6.000 FEET, THENCE SOUTH 01°00'22" WEST 160.902 TO THE NORTHEAST CORNER OF ASPEN ESTATES - PHASE 9, AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION THE FOLLOWING (3) THREE COURSES: (1) NORTH 88°42'38" WEST 512.801 FEET; (2) SOUTH 00°56'26" WEST 1.269 FEET; AND (3) NORTH 88°42'38" WEST 152.389 FEET TO THE SOUTHEASTERLY BOUNDARY CORNER OF SAID ASPEN ESTATES - PHASE 8 SUBDIVISION; THENCE NORTH 01°17'22" EAST ALONG SAID EASTERLY SUBDIVISION BOUNDARY, A DISTANCE OF 277.319 FEET TO THE POINT OF BEGINNING. CONTAINS 182,938 SQ. FT., (4.200 ACRES)

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF ALL THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS HEREINAFTER KNOWN AS:

ASPEN ESTATES - PHASE 10

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNER DOES HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS PUBLIC STREETS AND MUNICIPAL UTILITY EASEMENTS. ALL LOTS, PUBLIC STREETS, AND MUNICIPAL UTILITY EASEMENTS ARE AS NOTED OR SHOWN. THE OWNER DOES HEREBY WARRANT TO THE CITY OF ST. GEORGE ITS SUCCESSORS AND ASSIGNS TITLE TO ALL PROPERTY DEDICATED AND CONVEYED TO PUBLIC USE HEREIN AGAINST THE CLAIMS OF ALL PERSONS. LOTS SHOWN ON THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, OF THE ASPEN ESTATES SUBDIVISION, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE 1ST DAY OF JANUARY, 2016, ENTRY NO. 20160000543. SAID DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ARE HEREBY INCORPORATED AND MADE PART OF THIS PLAT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

FACTION, L.L.C.  
BY: TROY ENCE, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH } S.S.  
COUNTY OF WASHINGTON

ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED TROY ENCE, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

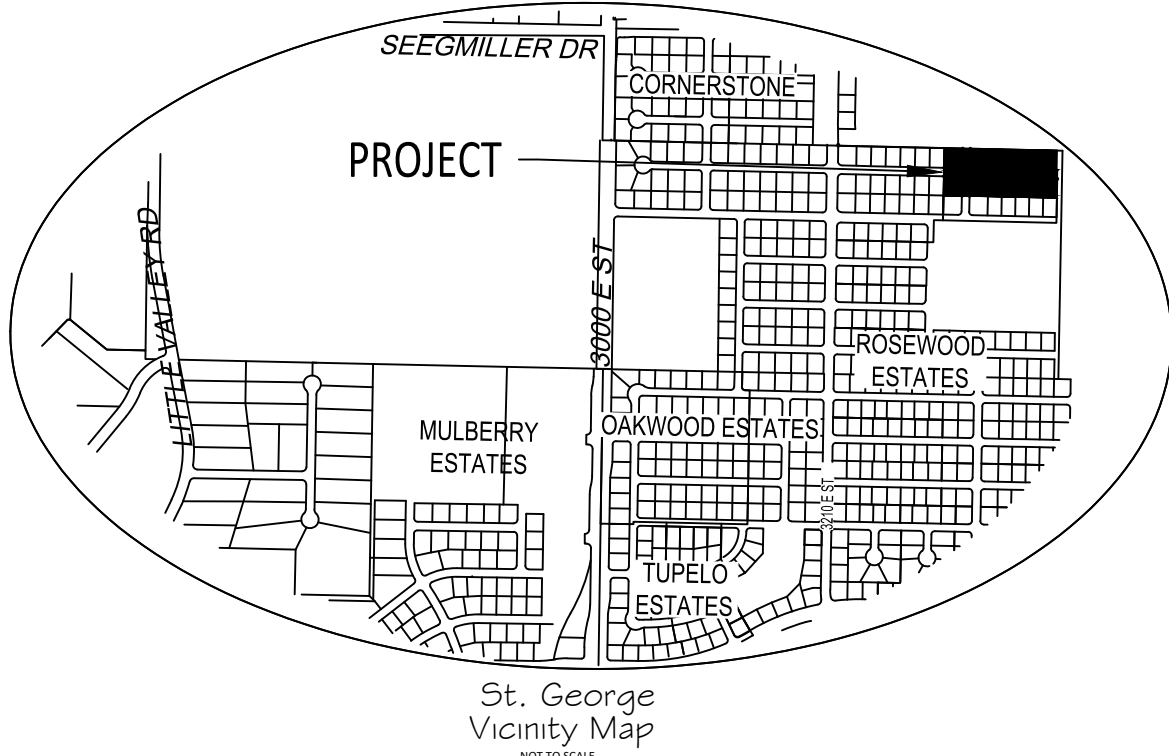
NOTARY PUBLIC FULL NAME: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
A NOTARY PUBLIC COMMISSIONED IN UTAH  
(NO STAMP REQUIRED PER UTAH CODE, TITLE 46, CHAPTER 1, SECTION 16)

NOTARY PUBLIC

LEGEND

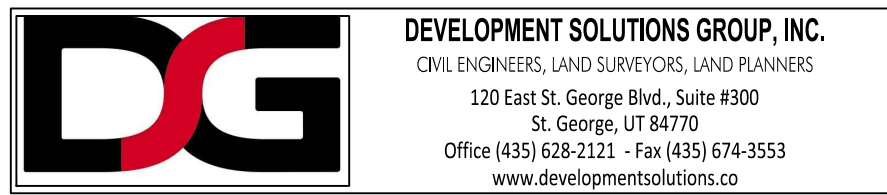
- SECTION LINE
- MUNICIPAL UTILITY EASEMENT (M.U.E.)
- CENTER LINE
- ADJOINING LOT LINE
- BOUNDARY LINE
- ADJOINING SUBDIVISION BOUNDARY

- SECTIONAL MONUMENT FOUND AS DESCRIBED HEREON.
- CLASS I (RING & LID) MONUMENT SET
- EXISTING CLASS I (RING & LID) MONUMENT FOUND
- DSG REBAR AND CAP L.S. NO. 362255 SET AT ALL REAR PROPERTY CORNERS
- CONCRETE ANCHOR SET IN SIDEWALK ON A 2' EXTENSION OF THE PROPERTY LINE FROM THE FRONT PROPERTY CORNER



GENERAL NOTES & RESTRICTIONS:

- THERE EXISTS A 10.00 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT MUNICIPAL UTILITY EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED. NO BUILDINGS OR STRUCTURES, E.G. POOLS, WALLS, OR FENCES, WILL BE ALLOWED TO BE BUILT IN THE EASEMENT AREA AND THE OWNER BEARS THE RISK OF LOSS OR DAMAGE TO THOSE IMPROVEMENTS RESULTING FROM THE EXERCISE OF THE EASEMENT RIGHTS.
- A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. THE INVESTIGATION RESULTS AND SPECIFIC RECOMMENDATIONS FOR THE CONSTRUCTION OF FOUNDATIONS, FLOOR SLABS, SOILS AND EXTERIOR PLATWORK ARE COMPILED IN A REPORT DATED APRIL 4, 2018. THIS REPORT IS AVAILABLE FROM THE DEVELOPER AND A COPY IS ON FILE WITH THE CITY OF ST. GEORGE. OWNERS, BUILDERS, AND CONTRACTORS SHOULD BECOME FAMILIAR WITH THIS REPORT AND COMPLY WITH ITS SPECIFIC RECOMMENDATIONS AS SPECIAL CONSIDERATIONS MAY BE REQUIRED FOR STRUCTURES AND LANDSCAPING.
- THIS SUBDIVISION IS LOCATED ADJACENT TO AGRICULTURAL PROPERTIES UPON WHICH LARGE ANIMAL ARE ALLOWED. AGRICULTURAL ACTIVITIES CONDUCTED IN THE NORMAL AND ORDINARY COURSE OF AGRICULTURAL OPERATIONS OR CONDUCTED IN ACCORDANCE WITH SOUND AGRICULTURAL PRACTICES ARE PRESUMED TO BE REASONABLE AND ARE NOT A NUISANCE UNDER THE LAW.



APPROVAL OF THE COMMUNITY DEVELOPMENT DIRECTOR		ENGINEER'S APPROVAL		APPROVAL AS TO FORM		APPROVAL OF THE PLANNING COMMISSION		APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH		TREASURER APPROVAL		RECORDED NUMBER	
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 RECOMMENDED THE SAME FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.		THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____ A.D. 20__		APPROVED AS TO FORM, THIS THE ____ DAY OF _____ A.D. 20__		ON THIS THE ____ DAY OF _____ A.D. 20__ THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, HAVING REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND HAVING FOUND THAT IT COMPLIES WITH THE REQUIREMENTS OF THE CITY'S PLANNING ORDINANCES, AND BY AUTHORITY OF SAID COMMISSION HEREBY APPROVE SAID SUBDIVISION FOR ACCEPTANCE BY THE CITY OF ST. GEORGE, UT.		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.		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.			
COMMUNITY DEVELOPMENT DIRECTOR CITY OF ST. GEORGE		ENGINEER CITY OF ST. GEORGE		CITY ATTORNEY CITY OF ST. GEORGE		CHAIRMAN PLANNING COMMISSION CITY OF ST. GEORGE		ATTEST: CITY RECORDER CITY OF ST. GEORGE		MAYOR CITY OF ST. GEORGE		WASHINGTON COUNTY TREASURER	
												WASHINGTON COUNTY RECORDER	