

**NOTICE OF ELECTRONIC 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 an electronic regular meeting at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, June 4, 2020 commencing at 5:00 p.m.

The meeting will be broadcast via Zoom. Persons who are allowed to comment during the meeting may also do so via Zoom. To login to the meeting you may do so by visiting: <https://zoom.us/j/96810661472> or by calling one of the following phone numbers:

Meeting ID: 968 1066 1472

One tap mobile

+13462487799,,96810661472# US (Houston)

+16699006833,,96810661472# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

Find your local number: <https://zoom.us/u/aIqPeEWUp>

Instructions for participation will be given at the onset of the meeting.

The agenda for the meeting is as follows:

Call to Order

Invocation

Flag Salute

1. Comments from the public.

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

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

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

2. **Consent Calendar.**

a. **Consider Approval of a Grant AIP 32 with the FAA for Snow Removal Equipment at the Airport.**

BACKGROUND and RECOMMENDATION: The FAA has obligated and approved \$150,000 for the purchase of snow removal equipment (i.e. a loader with snow removal appurtenances) at the airport. The grant will pay 100% of the cost (i.e. no City match). Staff recommends approval of the AIP 32 grant agreement with the FAA for snow removal equipment at the airport.

b. **Consider Approval of a Grant AIP 33 with the FAA for Pavement Sealing at the Airport.**

BACKGROUND and RECOMMENDATION: The FAA has obligated and approved an amount of \$685,000 for pavement management at the airport. Where typical and historical grants require approx. 10% match by the City, this grant agreement includes the FAA paying 100% of the project costs. Staff recommends approval of the AIP 33 grant with the FAA for pavement management at the airport.

c. **Consider approval of Airport Grant AIP 35 with the FAA for CARES Act Funding.**

BACKGROUND and RECOMMENDATION: The FAA has obligated an amount of \$4,383,416 to be used at the St. George Airport for normal operations and maintenance through the CARES Act. A grant has been prepared for the obligated funds. These funds do not require a local match. The operations and maintenance at the airport may be reimbursed using these funds. There is currently no expiration on the use of these funds. Staff recommends approval.

d. **Consider award of bid to Honnen Equipment Company to purchase snow removal equipment at the airport.**

BACKGROUND and RECOMMENDATION: This bid is associated with the AIP 32 Grant with the FAA and is being paid 100% by the grant. There were two bids received for the snow removal equipment (i.e. loader and snow removal appurtenances). One bid did not meet the requirements of the bid and contract documents; as such, Honnen Equipment is being recommended for the award of the bid for an amount of \$121,635.49. This item was approved in the FY19-20 budget for \$130,000. The AIP 32 Grant Agreement is for \$150,000 (100% funded by the grant). Staff recommends award of the bid to Honnen Equipment for the purchase of the snow removal equipment at the airport.

e. **Consider award of bid to JP Excavating for drainage improvements at the airport.**

BACKGROUND and RECOMMENDATION: This bid is associated with the AIP 33 Grant with the FAA. Bid Schedule I of the project is eligible for federal funds and is being funded 100% by the AIP 33 Grant (\$172,281) and consists of drainage improvements on the north and south ends of the airport. There were three bidders on the project, but only two of the three bidders bid on Schedule I.

f. Consider award of bid to Straight Stripe Painting, Inc for drainage improvements and pavement maintenance at the airport.

BACKGROUND and RECOMMENDATION: This bid is associated with the AIP 33 Grant with the FAA. The portion of the project (Schedule II) that is eligible for federal funds (i.e. runway and taxiways leading to the terminal, ARFF, and FBO areas) is being covered by the grant at 100% (\$460,128). The portion of the project (Schedule III) which is not eligible for federal funds is being covered by airport revenue funds (\$104,695) which will in-turn be reimbursed by CARES Act funding. There were three bidders on the project, but only one of the three bidders bid on Schedules II and III (pavements maintenance). Staff recommends award of Schedules II and III of the project to Straight Stripe Painting for the pavement maintenance at the airport.

g. Consider approval to award bid to Precision Contractors for the Seegmiller Marsh to 1450 South Jensen Portion project.

BACKGROUND and RECOMMENDATION: The sewer master plan shows that we will need to upsize this line by 2027. The owner of the property is in the process of subdividing the land and will be building a large home on the new parcel. If we wait until 2027 to upsize this line it will disturb the landscape and a retaining wall that will soon be on the property. This was a formal bid and four bids were received. Staff recommends approval

h. Consider approval of an agreement with YESCO for the relocation of two (2) smaller double-sided billboards previously located on Sunset Blvd. to one larger billboard at approximately 1088 South Bluff Street as presented to the council at the work meeting held on April 30th. The council voted to move forward with the agreement 4-1.

BACKGROUND and RECOMMENDATION: This action is needed to allow YESCO to relocate two smaller double-sided billboards that were located on Sunset Blvd. to another location. The new location for the combined double-sided billboard will be approximately 1088 South Bluff St. The agreement states that the new billboard cannot be converted to digital without the City's written permission and cannot be relocated (notwithstanding state law). Staff recommends approval.

i. Request to approve a reimbursement agreement with Color Country of Washington County, LLC for the reconstruction of a portion of 750 North.

BACKGROUND and RECOMMENDATION: Color Country of Washington County, LLC is constructing a new duplex and a new triplex at the southwest corner of Valley View Drive and 750 North. With the construction of this project, the owner is required to improve a portion of 750 North along the frontage of owner's property. The roadway is in poor condition so the owner has agreed to contribute 2/5ths of the cost to reconstruct the roadway or \$24,643.20 and city has agreed to pay the remaining 3/5ths or \$36,964.80. A portion of the city cost will be paid from Pavement Management and the other portion from developer matching. Staff recommends approval.

j. **Consider approval of daytime irrigation restrictions for those that irrigation with culinary water.**

BACKGROUND and RECOMMENDATION: Due to the high summer daytime temperatures that result in more water loss due to evaporation, staff would like to prohibit daytime watering for those that water their lawns with culinary water. This restriction does not apply to customers using irrigation quality water as the irrigation system does not have the capacity for all of those large users to irrigate in 12 hours. This includes city golf courses, most parks, cemeteries and many Washington County School District ball fields as well as Dixie State University fields. Staff recommends that outside irrigation be done between the hours of 8:00 pm and 8:00 AM. Staff encourages customers to complete watering by about 4:00 am due to the high demand on the system from 4:00 am - 6:00 am. By avoiding irrigation during those times, it helps to manage water pressure throughout the system.

k. **Consider approval of the minutes from the meetings held on April 16, 2020; April 30, 2020; May 7, 2020; May 14, 2020; and May 21, 2020.**

3. **Update from Dixie Regional Medical Center regarding COVID-19.**

4. **Consider approval of an ordinance amending Title 5, Chapter 3, Section 7 of City code, Fireworks and Other Ignition Source Restrictions.**

BACKGROUND and RECOMMENDATION: Each year the city is required to identify areas of the city which are a fire hazard, identify those areas on a map and have the council approve the area for restricting fireworks and other ignition sources from being used in those areas. In addition, the code needs to be amended to bring it into compliance with changes to the state law and remove sections that duplicate state law. The primary change is removing the section that makes this violation a class B misdemeanor as the state law now makes it an infraction. Staff recommends approval of the amendments to the ordinance and adoption of the restrictions shown on the map.

5. **Public hearing to review and take public comment regarding non-reciprocal transfers for unbilled utility services from the Electric, Water, and Sewer Enterprise Funds to other City Funds.**

BACKGROUND and RECOMMENDATION: The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City. No action required.

6. **Public hearing to review and take public comment regarding the proposed transfers from the Enterprise (Business-type) Funds to Other Funds included in the recommended fiscal year 2020-2021 budget.**

BACKGROUND and RECOMMENDATION: General Fund provides administrative and overhead services to the enterprise (business-type) funds. These services include utility billing, payment collection, and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance, and other administrative services. If these functions were not provided by the General Fund, the

enterprise funds would need to hire additional employees and pay the direct personnel, materials, and supplies, and equipment costs and/or hire consultants and pay their fees. No action required.

7. **Public hearing to receive citizen input concerning the proposed Fiscal Year 2020-2021 Budget.**

BACKGROUND and RECOMMENDATION: The Preliminary Fiscal Year 2020-2021 Budget was presented May 7, 2020 and has been available on the City's website and at the City Recorder's Office. State Law requires the City to have at least one public hearing to receive citizen input before formally adopting the City's final annual fiscal budget, and also requires the budget be adopted on or before June 30th. We will have two public hearings to take citizen input. This is the first hearing and the second hearing will be on June 18, 2020. No action is needed during the June 4, 2020 public hearing. Official action to adopt the Fiscal Year 2020-2021 Budget will be requested during the June 18, 2020 public hearing.

8. **Public hearing and consideration of an amended final subdivision plat for Shaw Subdivision at Moorland Park by merging Lot 14, Moorland Park Phase 1 and Lot 17, Moorland Park Phase 2 into one lot and to vacate the public utilities and drainage easement between said lots.**

BACKGROUND and RECOMMENDATION: This request is to consider an amended final subdivision plat for Shaw Subdivision at Moorland Park by merging Lot 14, Moorland Park Phase 1 and Lot 17, Moorland Park Phase 2 into one lot and to vacate the public utilities and drainage easement between said lots. The lots are located at 2929 East 1140 South Street; zoning is R-1-10. The Joint Utilities Commission recommended approval.

9. **Consider approval of an ordinance changing the zone from A-1 (Agriculture 40,000 sq. ft. minimum lot size) to RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) on approximately 21.04 acres for residential development generally located at approximately 2400 South Crimson Cliffs Way.**

BACKGROUND and RECOMMENDATION: South of new High School and by Washington City limits residential subdivisions. The applicant requests RE-12.5, staff recommends RE-37.5, and the Planning Commission recommended RE-20 due to concerns of location by agricultural zones.

10. **Consider approval of an ordinance amending various sections of Title 10 - Zoning Regulations.**

BACKGROUND and RECOMMENDATION: On October 17, 2019, the City Council approved a comprehensive rewrite of Title 10 of the City Code also referred to as the zoning code or zoning regulations. The result was a complete repeal of the old code and replacement with the current code. As is typical with any new code, as it is implemented and enforced, adjustments need to be made. Staff has contemplated the need for changes from the beginning and have kept a running list of items to adjust and bring back to the City Council for consideration. The Planning Commission recommended approval.

11. **Consider approval of a preliminary plat for Arbors Phases 11-15, an 85-lot residential subdivision located on the southwest corner of the intersection of 3000 East and Seegmiller Drive.**

BACKGROUND and RECOMMENDATION: This proposed subdivision is located on the southwest corner of the intersection of 3000 East and Seegmiller Drive. The Planning Commission recommended approval.

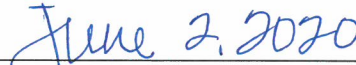
12. **Appointments to Boards and Commissions of the City.**

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

14. **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.**



Annette Hansen, Deputy 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 : 2a

Request For Council Action

Date Submitted 05/29/2020 11:03 AM

**Proposed City Council
Date** 06/04/2020

Applicant Rich Stehmeier

Subject Consider Approval of a Grant (AIP 32) with the FAA for Snow Removal Equipment at the Airport.

Background The FAA has obligated and approved \$150,000 for the purchase of snow removal equipment (i.e. a loader with snow removal appurtenances) at the airport. The grant will pay 100% of the cost (i.e. no City match).

Proposed Resolution Staff recommends approval of the AIP 32 grant agreement with the FAA for snow removal equipment at the airport.

Cost \$150,000

Action Taken

Requested by Cameron Cutler

File Attachments sgu-nmg-3-49-0060-032-2020-grantagreement-unsigned052920110307.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** No

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

The Honorable Jonathan T. Pike
Mayor, City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mayor Pike,

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0060-032-2020 at the St. George Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than June 26, 2020, in order for the grant to be valid.
- You may not make any modification to the text, terms or conditions of the grant offer.
- The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards. **A copy of a "Single Audit Certification Form" will be sent separately via email.** Please complete and return a copy to our office with the executed Grant Agreement. Please make a copy for your files.

Jesse Lyman is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Jesse at (303) 342-1262.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	-
Airport/Planning Area	St. George Regional Airport
AIP Grant Number	3-49-0060-032-2020 (Contract No. DOT-FA20NM-1037)
DUNS Number	62-737-6569

TO: City of St. George, Utah
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 30, 2020, for a grant of Federal funds for a project at or associated with the St. George Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the St. George Regional Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment (Loader with Plow)

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$150,000.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0 for planning;
\$150,000 for airport development or noise program implementation; and
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 26, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA, if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
- 21. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 23, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 22. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 24. Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 25. Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 26. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the

project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

27. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

- A. House and maintain the equipment in a state of operational readiness on and for the airport;
- B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
- C. Restrict the vehicle to on-airport use only;
- D. Restrict the vehicle to the use for which it was intended; and
- E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

28. Equipment Acquisition. The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated _____

CITY OF ST. GEORGE, UTAH

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

By:

(Typed Name of Sponsor's Attestation)

Title:

(Title of Sponsor's Attestation)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated _____

By: _____

(Signature of Sponsor's Attorney)



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

DRAFT

Agenda Item Number : 2b

Request For Council Action

Date Submitted 05/29/2020 12:07 PM

**Proposed City Council
Date** 06/04/2020

Applicant Rich Stehmeier

Subject Consider Approval of a Grant (AIP 33) with the FAA for Pavement Sealing at the Airport.

Background The FFA has obligated and approved an amount of \$685,000 for pavement management at the airport. Where typical and historical grants require approx. 10% match by the City, this grant agreement includes the FAA paying 100% of the project costs.

Proposed Resolution Staff recommends approval of the AIP 33 grant with the FAA for pavement management at the airport.

Cost \$685,000

Action Taken

Requested by Cameron Cutler

File Attachments sgu-nmg-3-49-0060-033-2020-grantagreement-unsigned052920120739.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** No

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

The Honorable Jonathan T. Pike
Mayor, City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mayor Pike,

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-49-0060-033-2020 at the St. George Regional Airport. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than June 26, 2020, in order for the grant to be valid.
- You may not make any modification to the text, terms or conditions of the grant offer.
- The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and

- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at the end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Denver Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Jesse Lyman is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Jesse at (303) 342-1262.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

John P. Bauer
Manager, Denver Airports District Office

Enclosures



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	-
Airport/Planning Area	St. George Regional Airport
AIP Grant Number	3-49-0060-033-2020 (Contract No. DOT-FA20NM-1038)
DUNS Number	62-737-6569

TO: City of St. George, Utah
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 5, 2020, and amended on April 16, 2020, for a grant of Federal funds for a project at or associated with the St. George Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the St. George Regional Airport (herein called the "Project") consisting of the following:

**Seal a Portion of Runway 1/19 Pavement Surface, Seal Taxiways A and B Pavement Surface,
Seal General Aviation Apron Pavement Surface and Commercial Terminal Apron Pavement Joints, and
Improve Airport Drainage**

which is more fully described in the Project Application.

NOW THEREFORE, according to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 Reauthorization grant condition), (b) the Sponsor's acceptance of this Offer, and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$685,000.
The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
\$0 for planning;
\$685,000 for airport development or noise program implementation; and
\$0 for land acquisition.
2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).
The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs – Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before June 26, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal

share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase for Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent for a land project.

- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA, if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.
- 20. Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts, and subcontracts
- 21. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated February 23, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
- 22. Employee Protection from Reprisal.**
- A. Prohibition of Reprisals –
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

- 24. Current FAA Advisory Circulars for AIP Projects.** The sponsor will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the *Current FAA Advisory Circulars Required For Use In AIP Funded and PFC Approved Projects*, dated February 28, 2020, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
- 25. Agency Agreement.** The FAA, in tendering this Offer on behalf of the United States, recognizes the existence of an Agency relationship between the Sponsor, as principal, and the Utah Department of Transportation, Division of Aeronautics, as agent. The Sponsor agrees that it will not amend, modify, or terminate said Agency Agreement without prior written approval of the FAA or its designated representative.
- 26. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.00 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement; and (2) The sponsor submits necessary documents showing that the

project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.50 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

- 27. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will
- A. Follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. location of all runways, taxiways, and aprons;
 - b. dimensions;
 - c. type of pavement, and;
 - d. year of construction or most recent major rehabilitation.
 - 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - D. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - 1. inspection date;
 - 2. location;
 - 3. distress types; and
 - 4. maintenance scheduled or performed.
 - E. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 28. Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.

#

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated _____

CITY OF ST. GEORGE, UTAH

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

By:

(Typed Name of Sponsor's Attestation)

Title:

(Title of Sponsor's Attestation)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated _____

By: _____

(Signature of Sponsor's Attorney)



ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1 2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.¹²
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

DRAFT

Agenda Item Number : 2c

Request For Council Action

Date Submitted 05/27/2020 02:19 PM

**Proposed City Council
Date** 06/04/2020

Applicant Rich Stehmeier

Subject Consider approval of Airport Grant AIP 35 with the FAA for CARES Act Funding.

Background The FAA has obligated an amount of \$4,383,416 to be used at the St. George Airport for normal operations and maintenance through the CARES Act. A grant has been prepared for the obligated funds. These funds do not require a local match. The operations and maintenance at the airport may be reimbursed using these funds. There is currently no expiration on the use of these funds.

Proposed Resolution Staff recommends approval of the Airport Grant AIP 35 with the FAA for the CARES Act funding.

Cost \$0

Action Taken

Requested by Cameron Cutler

File Attachments sgu-nmg-3-49-0060-035-2020-grantagreement-unsigned052720141936.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** No

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon ·
Utah Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

The Honorable Jonathan T. Pike
Mayor, City of St. George
175 East 200 North
St. George, Utah 84770

Dear Mayor Pike:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-49-0060-035-2020 for St. George Regional Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 12, 2020**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Jesse Lyman by email (jesse.a.lyman@faa.gov) that the grant is administratively and financially closed. We are readily available to assist you and your designated representative with the requirements stated herein. If you have additional questions, please contact Jesse at (303) 342-1262. We sincerely value your cooperation in these efforts.

Sincerely,

John. P Bauer, Manager
Denver Airports District Office

enclosure



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date		
Airport/Planning Area	St. George Regional Airport	
CARES Grant Number	3-49-0060-035-2020	[Contract No. DOT-FA20NM-K1080]
Unique Entity Identifier	62-737-6569	
TO:	City of St. George, Utah (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)	

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 28, 2020, for a grant of Federal funds at or associated with the St. George Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the St. George Regional Airport (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to St. George Regional Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$4,383,416.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 12, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award

- Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

17. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

18. Trafficking in Persons.

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not –
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
1. Is determined to have violated a prohibition in paragraph A of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either ‐
 - a. Associated with performance under this award; or

- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
- 4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

19. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. Limitations. Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

John P. Bauer

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated _____

CITY OF ST. GEORGE, UTAH

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

Attested By:

(Signature of Sponsor's Attestation)

By:

(Typed Name of Sponsor's Attestation)

Title:

(Title of Sponsor's Attestation)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Utah. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.

- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

DRAFT

Agenda Item Number : 2d

Request For Council Action

Date Submitted 05/29/2020 09:33 AM

**Proposed City Council
Date** 06/04/2020

Applicant Rich Stehmeier

Subject Consider award of bid to Honnen Equipment Company to purchase snow removal equipment at the airport.

Background This bid is associated with the AIP 32 Grant with the FAA and is being paid 100% by the grant. There were two bids received for the snow removal equipment (i.e. loader and snow removal appurtenances). One bid did not meet the requirements of the bid and contract documents; as such, Honnen Equipment is being recommended for the award of the bid for an amount of \$121,635.49. This item was approved in the FY19-20 budget for \$130,000. The AIP 32 Grant Agreement is for \$150,000 (100% funded by the grant).

Proposed Resolution Staff recommends award of the bid to Honnen Equipment for the purchase of the snow removal equipment at the airport.

Cost \$121,635.49

Action Taken

Requested by Cameron Cutler

File Attachments Itrrichstehmeierawardrecommendationwithbidtabsguaip-032052920121713.pdf

**Approved by Legal
Department?** NA

**Approved by City Admin
Services?** Yes

Approved in Budget? Yes **Amount:** 130,000

April 10, 2020

Rich Stehmeier, Airport Manager
St. George Regional Airport
4508 South Airport Parkway
St. George, UT 84790

RE: Project Award Recommendation
AIP Project No. 3-49-0060-032-2020, Inquiry #20-021
Acquire Snow Removal Equipment

Rich:

Two bids were received and opened on March 31, 2020, for the above referenced project. The contract documents and plans were emailed on March 17, 2020, to eight equipment suppliers.

We checked the bids for errors or omissions. Wheeler Machinery Company had several omissions in their bid packet. They failed to submit:

- the Bidder's General Information, page Division 2-11 to 2-12
- the Major Subcontractors Listing, page Division 2-11 to 2-12
- a Bid Bond, page Division 2-17 to 2-18
- Subcontractor/Material Supplier List, page Division 2-19
- the EEO Report Statement, page Division 2-21
- the Certification of Tax Delinquency & Felony Conviction form, page Division 2-35
- the Certification of Legal Work Status form, page Division 3-9.

Wheeler Machinery Company was contacted to confirm their equipment is 100% made in America as shown on the Certificate of Buy American Compliance for Manufactured Products, pages Division 2-25 and 2-26, submitted with their bid. They claimed the forms were confusing, and they weren't aware that if the equipment is not 100% American made, they must submit the applicable Type 3 or 4 Waiver. I talked to Beau Drury, Wheeler Machinery Company, on April 6, 2020, and he indicated that the manufacturer, Caterpillar, couldn't provide the required Type 3 Waiver showing the equipment is at least 60% made and assembled in America, so their bid will not meet the Buy American requirements and is therefore non-responsive.

Honnen Equipment's bid package also had several omissions. They failed to submit:

- the Bidder's General Information, page Division 2-11 to 2-12
- the Major Subcontractors Listing, page Division 2-11 to 2-12
- a Bid Bond, page Division 2-17 to 2-18
- the Subcontractor/Material Supplier List, page Division 2-19
- the EEO Report Statement, page Division 2-21
- the Buy American Certification form, page Division 2-25 to 2-26 (however they did submit a form from a previous project that was filled out properly)

- the Buy American Waiver Request Content Percentage Calculation Worksheet, Division 2-29 (however they did submit a worksheet from a prior project that was dated 3/27/20 on the bottom of the form)
- the Certification of Legal Work Status form, page Division 3-9.

They also included a statement that the bid didn't include spare tires and a radio as required by the specifications.

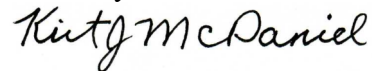
I called Dave Turner, Honnan Equipment, and told him that if their bid was accepted and they were awarded the contract, they would be expected to provide the spare tires and radio per the specifications at the bid price. He told me they would include the spare tires and radio for the bid amount and he sent an email on April 10, 2020, stating their bid amount was fine as submitted.

Based upon the attached bid tabulation, the Honnen Equipment bid is the only one that could reasonably be considered responsive. Their bid is for \$121,635.49. It is our opinion that the bid proposal submitted is fair and reasonable. If St. George City determines the omissions by Honnen Equipment can be waived as a technicality in the best interest of the City, then we recommend Honnen Equipment be awarded the project in the amount of \$121,635.49.

After concurrence from Jesse Lyman, FAA Project Manager, we will provide you with the Notice of Award and Contract forms to be executed by St. George City and Honnen Equipment.

Call if you have questions.

Sincerely,



Kirt J. McDaniel, P.E.
Project Manager

cc: Jesse Lyman, FAA Project Manager
Attachment

ST. GEORGE REGIONAL AIRPORT

ST. GEORGE, UTAH

AIP PROJECT NUMBER: 3-49-0060-032-2020

INQUIRY #20-021

BID OPENING

DATE: TUESDAY, MARCH 31, 2020

TIME: 10:00 A.M. (MST)

Schedule I - Acquire Snow Removal Equipment (SRE)

BID SUMMARY ITEM	Engineer's Estimate	Wheeler Machinery Company	Honnen Equipment			
Bid Form (Division 2-1)	✓	✓	✓			
Received Addendum 1 (Division 2-2)	✓	✓	✓			
Received Addendum 2 (Division 2-2)	✓	✓	✓			
Bid Proposal - Sch. I (Div 2-5 thru 2-9)	✓	✓	✓			
Bidder's General Information (Div 2-11 thru 2-12)	✓	Not Submitted	Not Submitted			
Major Subcontractors Listing (Div 2-13 thru 2-16)	✓	Not Submitted	Not Submitted			
Bid Bond (Division 2-17 thru 2-18)	✓	Not Submitted	Not Submitted			
Subcontractor/Material Supplier List (Div 2-19)	✓	Not Submitted	Not Submitted			
EEO Report Statement (Division 2-21)	✓	Not Submitted	Not Submitted			
Buy American Certification (Division 2-23 thru 2-26)	✓	✓	Not Submitted			
Buy America Waiver Request (if applic.) (Div 2-27 thru 2-31)	✓	Not Submitted	✓			
Buy American Conformance Listing (if app.) (Div 2-33)	✓	N/A	N/A			
Cert. of Tax Delinquency & Felony Convictions (Div 2-35)	✓	Not Submitted	Not Submitted			
Contractor's Statement of Qualifications (Div 2-37)	✓	✓	✓			
Certification of Legal Work Status (Contractor) (Div 3-9)	✓	Not Submitted	Not Submitted			
Schedule I Bid Proposal	\$ 118,000.00	\$ 105,949.00	\$ 121,635.49	\$ -	\$ -	\$ -
TOTAL COST - SCHEDULE I	\$ 118,000.00	\$ 105,949.00	\$ 121,635.49	\$ -	\$ -	\$ -

* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

Wheeler Machinery Company failed to provide the required Buy American Waiver and is therefore considered non-responsive.

BID TABULATION - SCHEDULE I

SCHEDULE I				Engineer's Estimate		Wheeler Machinery Company		Honnen Equipment			
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SRE - 100a	4 X 4 Loader	LS	1	\$ 110,000.00	\$ 110,000.00	\$ 99,970.00	\$ 99,970.00	\$ 111,230.79	\$ 111,230.79		\$ -
SRE - 100b	12-Foot Wide Snow Box	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 5,979.00	\$ 5,979.00	\$ 10,404.70	\$ 10,404.70		\$ -
TOTAL SCHEDULE I					\$ 118,000.00		\$ 105,949.00		\$ 121,635.49		\$ -

Wheeler Machinery Company failed to provide the required Buy American Waiver and is therefore considered non-responsive.

DRAFT

Agenda Item Number : 2e

Request For Council Action

Date Submitted 05/29/2020 01:56 PM

**Proposed City Council
Date** 06/04/2020

Applicant Rich Stehmeier

Subject Consider award of bid to JP Excavating for drainage improvements at the airport

Background This bid is associated with the AIP 33 Grant with the FAA. Bid Schedule I of the project is eligible for federal funds and is being funded 100% by the AIP 33 Grant (\$172,281) and consists of drainage improvements on the north and south ends of the airport. There were three bidders on the project, but only two of the three bidders bid on Schedule I.

Proposed Resolution Staff recommends award of the bid to JP Excavating for Schedule I of the drainage improvements project at the airport.

Cost \$172,281

Action Taken

Requested by Cameron Cutler

File Attachments ltrrichstehmeierawardrecommendationattachment052920135651.pdf

**Approved by Legal
Department?** NA

**Approved by City Admin
Services?** Yes

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

April 1, 2020

Rich Stehmeier, Airport Manager
St. George Regional Airport
4508 South Airport Parkway
St. George, UT 84790

RE: Project Award Recommendation
AIP Project No. 3-49-0060-033-2020, Inquiry #20-017
Schedule I (Federal) - Drainage Improvements
Schedule II (Federal) - Pavement Maintenance
Schedule III (Non-Federal) - Pavement Maintenance

Rich:

Three bids were received and opened on March 31, 2020, for the above referenced project. The project was advertised in The Spectrum on March 8 and 15, 2020, and posted on the City website. There were 14 prime contractors and subcontractors that requested plans on the City website.

There were two contractors, JP Excavating, Inc., and Royal T Enterprises, Inc., that bid on Schedule I (Federal), Drainage Improvements, and only one contractor, Straight Stripe Painting, Inc., that bid on Schedule II (Federal), Pavement Maintenance, and Schedule III (Non-Federal), Pavement Maintenance.

We checked the bids for errors or omissions. Royal T Enterprises failed to submit the Bid Proposal Summary for Schedule I, page Division 2-5; the DBE Utilization Commitment form, page Division 2/27; and the DBE Participation Form, pages Division 2-29 through 2-31. Straight Stripe Painting, Inc., failed to submit the Certification of Legal Work Status, page Division 3-9. There were no errors or omissions found in the other bid.

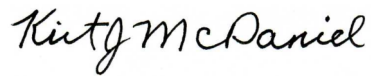
Based upon the attached bid tabulation, JP Excavating, Inc., is the low bidder for Schedule I (Federal), Drainage Improvements. Their bid is \$172,281.00. It is our opinion that the bid proposal submitted is fair and reasonable. We recommend JP Excavating, Inc., be awarded Schedule I (Federal), Drainage Improvements, in the amount of \$172,281.00.

Based upon the attached bid tabulation, Straight Stripe, Inc., is the low bidder for Schedule II (Federal), Pavement Maintenance, and Schedule III (Non-Federal), Pavement Maintenance. Their bid is \$460,128.00 for Schedule II and \$104,695.00 for Schedule III for a total bid for both schedules of \$564,823.00. It is our opinion that the bid proposal submitted is fair and reasonable. According to the contract provisions, the minor omission in the Straight Stripe bid may be waived at St. George City's discretion. We recommend Straight Stripe Painting, Inc., be awarded Schedule II and Schedule III in the amount of \$564,823.00.

After concurrence from Jesse Lyman, FAA Project Manager, we will provide you with the Notice of Award and Contract forms to be executed by St. George City and JP Excavating, Inc., and Straight Stripe Painting, Inc.

Call if you have questions.

Sincerely,



Kirt J. McDaniel, P.E.
Project Manager

cc: Jesse Lyman, FAA Project Manager
Attachment

ST. GEORGE REGIONAL AIRPORT

ST. GEORGE, UTAH

AIP PROJECT NUMBER: 3-49-0060-033-2020

INQUIRY #20-017

BID OPENING

DATE: TUESDAY, MARCH 31, 2020

TIME: 10:00 A.M. (MDT)

Schedule I (Federal) - Drainage Improvements
 Schedule II (Federal) - Pavement Maintenance
 Schedule III (Non-Federal) - Pavement Maintenance

BID SUMMARY ITEM	Engineer's Estimate	JP Excavating, Inc.	Royal T Enterprises, Inc.	Straight Stripe Painting, Inc.		
Bid Form (Division 2-1)	✓	✓	✓	✓		
Received Addendum 1 (Division 2-2)	✓	✓	✓	✓		
Received Addendum 2 (Division 2-2)	✓	✓	✓	✓		
Received Addendum 3 (Division 2-2)	✓	✓	✓	✓		
Bid Proposal - Sch's. I, II & III (Div 2-5 thru 2-15)	✓	N/A	N/A	N/A		
Bid Proposal - Sch. I Only (Div 2-5 thru 2-8 & Div 2-15)	✓	✓	No Div 2-5 Bid Summary pg. submitted/ Div 2-6 thru 2-15 pgs. Rec'd	N/A		
Bid Proposal - Sch's. II & III Only (Div 2-9 thru 2-15)	✓	N/A	N/A	✓		
Bidder's General Information (Division 2-17)	✓	✓	✓	✓		
Major Subcontractors Listing (Division 2-19)	✓	✓	✓	✓		
Bid Bond (Division 2-23)	✓	✓	✓	✓		
Subcontractor/Material Supplier List (Div 2-25)	✓	✓	✓	✓		
DBE Utilization Commitment (Div 2-27)	✓	✓	Not Submitted	✓		
DBE Participation Form (Div 2-29 thru 2-31)	✓	✓	Not Submitted	✓		
EEO Report Statement (Division 2-33)	✓	✓	✓	✓		
Buy American Certification (Division 2-35 thru 2-38)	✓	✓	✓	✓		
Buy American Waiver Request (if applic.) (Div 2-39 thru 2-43)	✓	N/A	N/A	N/A		
Buy American Conformance Listing (if app.) (Div 2-45)	✓	N/A	N/A	N/A		
Cert. of Tax Delinquency & Felony Convictions (Div 2-47)	✓	✓	✓	✓		
Contractor's Statement of Qualifications (Div 2-49)	✓	✓	✓	✓		
Certification of Legal Work Status (Contractor) (Div 3-9)	✓	✓	✓	Not Submitted		
Schedule I (Federal) Bid Proposal	\$ 176,000.00	\$ 172,281.00	\$ 226,200.00	\$ -	\$ -	\$ -
Schedule II (Federal) Bid Proposal	\$ 590,000.00	\$ -	\$ -	\$ 460,128.00	\$ -	\$ -
Schedule III (Non-Federal) Bid Proposal	\$ 118,000.00	\$ -	\$ -	\$ 104,695.00	\$ -	\$ -
TOTAL COST - SCHEDULES I, II, III	\$ 884,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST - SCHEDULE I ONLY	\$ 176,000.00	\$ 172,281.00	\$ 226,200.00	\$ -	\$ -	\$ -
TOTAL COST - SCHEDULES II & III ONLY	\$ 708,000.00	\$ -	\$ -	\$ 564,823.00	\$ -	\$ -

* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE I

SCHEDULE I (FEDERAL)				Engineer's Estimate		JP Excavating, Inc.		Royal T Enterprises, Inc.					
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 16,280.00	\$ 16,280.00	\$ 17,200.00	\$ 17,200.00	\$ 22,600.00	\$ 22,600.00	\$ -	\$ -	\$ -	\$ -
C-102a	Temporary Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,300.00	\$ 5,300.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
P-151a	Clearing and Grubbing	AC	7	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 1,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -
P-152a	Unclassified Excavation	CY	8000	\$ 10.00	\$ 80,000.00	\$ 4.00	\$ 32,000.00	\$ 5.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -
D-701a	36-inch RCP, Class V	LF	202	\$ 90.00	\$ 18,180.00	\$ 97.00	\$ 19,594.00	\$ 200.00	\$ 40,400.00	\$ -	\$ -	\$ -	\$ -
D-701b	24-inch Storm Drain Pipe	LF	75	\$ 80.00	\$ 6,000.00	\$ 61.00	\$ 4,575.00	\$ 150.00	\$ 11,250.00	\$ -	\$ -	\$ -	\$ -
D-701c	18-inch Storm Drain Pipe	LF	12	\$ 70.00	\$ 840.00	\$ 51.00	\$ 612.00	\$ 100.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -
D-701d	Riprap, 9-inch D50	SY	40	\$ 70.00	\$ 2,800.00	\$ 85.00	\$ 3,400.00	\$ 75.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
D-701e	Riprap, 16-inch D50	SY	100	\$ 80.00	\$ 8,000.00	\$ 85.00	\$ 8,500.00	\$ 75.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
D-701f	Re-install Riprap	SY	130	\$ 80.00	\$ 10,400.00	\$ 30.00	\$ 3,900.00	\$ 75.00	\$ 9,750.00	\$ -	\$ -	\$ -	\$ -
D-751a	3' x 3' Storm Drainage Box	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 5,200.00	\$ 20,800.00	\$ 6,500.00	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -
D-751b	5' x 5' Catch Basin	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 8,200.00	\$ 16,400.00	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
D-751c	18-inch Pipe Inlet Wing Wall	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 8,500.00	\$ 25,500.00	\$ 7,500.00	\$ 22,500.00	\$ -	\$ -	\$ -	\$ -
D-751d	36-inch Pipe End Section Cut-off Wall	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
TOTAL SCHEDULE I					\$ 176,000.00		\$ 172,281.00		\$ 226,200.00		\$ -		\$ -

BID TABULATION - SCHEDULE II

SCHEDULE II (FEDERAL)				Engineer's Estimate		Straight Stripe Painting, Inc.							
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 54,185.00	\$ 54,185.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605a	Reseal Existing Crack Seal	LF	82,300	\$ 0.80	\$ 65,840.00	\$ 0.38	\$ 31,274.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605b	Crack Seal, Routed	LF	85,000	\$ 0.80	\$ 68,000.00	\$ 0.48	\$ 40,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605c	Crack Seal, Grooved Runway	LF	32,000	\$ 1.25	\$ 40,000.00	\$ 0.58	\$ 18,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605d	Concrete Crack Seal, Routed	LF	1,000	\$ 4.00	\$ 4,000.00	\$ 17.00	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605e	Concrete Joint Seal, Self-Leveling	LF	3,500	\$ 3.00	\$ 10,500.00	\$ 12.50	\$ 43,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-608a	Emulsified Asphalt Seal Coat	SY	337,100	\$ 0.75	\$ 252,825.00	\$ 0.74	\$ 249,454.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-620a	Temporary Pavement Markings	SF	63,100	\$ 0.80	\$ 50,480.00	\$ 0.55	\$ 34,705.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-620b	Permanent Pavement Markings	SF	63,100	\$ 0.70	\$ 44,170.00	\$ 0.35	\$ 22,085.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SCHEDULE II					\$ 590,000.00		\$ 460,128.00		\$ -		\$ -		\$ -

BID TABULATION - SCHEDULE III

SCHEDULE III (FEDERAL)				Engineer's Estimate		Straight Stripe Painting, Inc.							
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 10,555.00	\$ 10,555.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605a	Reseal Existing Crack Seal	LF	18,200	\$ 0.80	\$ 14,560.00	\$ 0.40	\$ 7,280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605b	Crack Seal, Routed	LF	17,200	\$ 0.80	\$ 13,760.00	\$ 0.60	\$ 10,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-608a	Emulsified Asphalt Seal Coat	SY	95,300	\$ 0.75	\$ 71,475.00	\$ 0.85	\$ 81,005.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-620a	Temporary Pavement Markings	SF	5,100	\$ 0.80	\$ 4,080.00	\$ 0.55	\$ 2,805.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-620b	Permanent Pavement Markings	SF	5,100	\$ 0.70	\$ 3,570.00	\$ 0.35	\$ 1,785.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SCHEDULE III					\$ 118,000.00		\$ 104,695.00		\$ -		\$ -		\$ -

DRAFT

Agenda Item Number : 2f

Request For Council Action

Date Submitted 05/29/2020 09:32 AM

**Proposed City Council
Date** 06/04/2020

Applicant Rich Stehmeier

Subject Consider award of bid to Straight Stripe Painting, Inc for pavement maintenance at the airport.

Background This bid is associated with the AIP 33 Grant with the FAA. The portion of the project (Schedule II) that is eligible for federal funds (i.e. runway and taxiways leading to the terminal, ARFF, and FBO areas) is being covered by the grant at 100% (\$460,128). The portion of the project (Schedule III) which is not eligible for federal funds is being covered by airport revenue funds (\$104,695) which will in-turn be reimbursed by CARES Act funding. There were three bidders on the project, but only one of the three bidders bid on Schedules II and III (pavements maintenance).

Proposed Resolution Staff recommends award of Schedules II and III of the project to Straight Stripe Painting for the pavement maintenance at the airport.

Cost \$564,823

Action Taken

Requested by Cameron Cutler

File Attachments Itrrichstehmeierawardrecommendationattachment052920134907.pdf

**Approved by Legal
Department?** NA

**Approved by City Admin
Services?** Yes

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

April 1, 2020

Rich Stehmeier, Airport Manager
St. George Regional Airport
4508 South Airport Parkway
St. George, UT 84790

RE: Project Award Recommendation
AIP Project No. 3-49-0060-033-2020, Inquiry #20-017
Schedule I (Federal) - Drainage Improvements
Schedule II (Federal) - Pavement Maintenance
Schedule III (Non-Federal) - Pavement Maintenance

Rich:

Three bids were received and opened on March 31, 2020, for the above referenced project. The project was advertised in The Spectrum on March 8 and 15, 2020, and posted on the City website. There were 14 prime contractors and subcontractors that requested plans on the City website.

There were two contractors, JP Excavating, Inc., and Royal T Enterprises, Inc., that bid on Schedule I (Federal), Drainage Improvements, and only one contractor, Straight Stripe Painting, Inc., that bid on Schedule II (Federal), Pavement Maintenance, and Schedule III (Non-Federal), Pavement Maintenance.

We checked the bids for errors or omissions. Royal T Enterprises failed to submit the Bid Proposal Summary for Schedule I, page Division 2-5; the DBE Utilization Commitment form, page Division 2/27; and the DBE Participation Form, pages Division 2-29 through 2-31. Straight Stripe Painting, Inc., failed to submit the Certification of Legal Work Status, page Division 3-9. There were no errors or omissions found in the other bid.

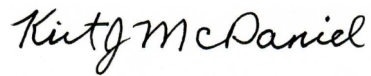
Based upon the attached bid tabulation, JP Excavating, Inc., is the low bidder for Schedule I (Federal), Drainage Improvements. Their bid is \$172,281.00. It is our opinion that the bid proposal submitted is fair and reasonable. We recommend JP Excavating, Inc., be awarded Schedule I (Federal), Drainage Improvements, in the amount of \$172,281.00.

Based upon the attached bid tabulation, Straight Stripe, Inc., is the low bidder for Schedule II (Federal), Pavement Maintenance, and Schedule III (Non-Federal), Pavement Maintenance. Their bid is \$460,128.00 for Schedule II and \$104,695.00 for Schedule III for a total bid for both schedules of \$564,823.00. It is our opinion that the bid proposal submitted is fair and reasonable. According to the contract provisions, the minor omission in the Straight Stripe bid may be waived at St. George City's discretion. We recommend Straight Stripe Painting, Inc., be awarded Schedule II and Schedule III in the amount of \$564,823.00.

After concurrence from Jesse Lyman, FAA Project Manager, we will provide you with the Notice of Award and Contract forms to be executed by St. George City and JP Excavating, Inc., and Straight Stripe Painting, Inc.

Call if you have questions.

Sincerely,

A handwritten signature in black ink that reads "Kirt J. McDaniel". The signature is written in a cursive, flowing style.

Kirt J. McDaniel, P.E.
Project Manager

cc: Jesse Lyman, FAA Project Manager
Attachment

ST. GEORGE REGIONAL AIRPORT

ST. GEORGE, UTAH

AIP PROJECT NUMBER: 3-49-0060-033-2020

INQUIRY #20-017

BID OPENING

DATE: TUESDAY, MARCH 31, 2020

TIME: 10:00 A.M. (MDT)

Schedule I (Federal) - Drainage Improvements
 Schedule II (Federal) - Pavement Maintenance
 Schedule III (Non-Federal) - Pavement Maintenance

BID SUMMARY ITEM	Engineer's Estimate	JP Excavating, Inc.	Royal T Enterprises, Inc.	Straight Stripe Painting, Inc.		
Bid Form (Division 2-1)	✓	✓	✓	✓		
Received Addendum 1 (Division 2-2)	✓	✓	✓	✓		
Received Addendum 2 (Division 2-2)	✓	✓	✓	✓		
Received Addendum 3 (Division 2-2)	✓	✓	✓	✓		
Bid Proposal - Sch's. I, II & III (Div 2-5 thru 2-15)	✓	N/A	N/A	N/A		
Bid Proposal - Sch. I Only (Div 2-5 thru 2-8 & Div 2-15)	✓	✓	No Div 2-5 Bid Summary pg. submitted/ Div 2-6 thru 2-15 pgs. Rec'd	N/A		
Bid Proposal - Sch's. II & III Only (Div 2-9 thru 2-15)	✓	N/A	N/A	✓		
Bidder's General Information (Division 2-17)	✓	✓	✓	✓		
Major Subcontractors Listing (Division 2-19)	✓	✓	✓	✓		
Bid Bond (Division 2-23)	✓	✓	✓	✓		
Subcontractor/Material Supplier List (Div 2-25)	✓	✓	✓	✓		
DBE Utilization Commitment (Div 2-27)	✓	✓	Not Submitted	✓		
DBE Participation Form (Div 2-29 thru 2-31)	✓	✓	Not Submitted	✓		
EEO Report Statement (Division 2-33)	✓	✓	✓	✓		
Buy American Certification (Division 2-35 thru 2-38)	✓	✓	✓	✓		
Buy American Waiver Request (if applic.) (Div 2-39 thru 2-43)	✓	N/A	N/A	N/A		
Buy American Conformance Listing (if app.) (Div 2-45)	✓	N/A	N/A	N/A		
Cert. of Tax Delinquency & Felony Convictions (Div 2-47)	✓	✓	✓	✓		
Contractor's Statement of Qualifications (Div 2-49)	✓	✓	✓	✓		
Certification of Legal Work Status (Contractor) (Div 3-9)	✓	✓	✓	Not Submitted		
Schedule I (Federal) Bid Proposal	\$ 176,000.00	\$ 172,281.00	\$ 226,200.00	\$ -	\$ -	\$ -
Schedule II (Federal) Bid Proposal	\$ 590,000.00	\$ -	\$ -	\$ 460,128.00	\$ -	\$ -
Schedule III (Non-Federal) Bid Proposal	\$ 118,000.00	\$ -	\$ -	\$ 104,695.00	\$ -	\$ -
TOTAL COST - SCHEDULES I, II, III	\$ 884,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COST - SCHEDULE I ONLY	\$ 176,000.00	\$ 172,281.00	\$ 226,200.00	\$ -	\$ -	\$ -
TOTAL COST - SCHEDULES II & III ONLY	\$ 708,000.00	\$ -	\$ -	\$ 564,823.00	\$ -	\$ -

* Red Text indicates that errors were found in the bid and the numbers revised for correctness.

BID TABULATION - SCHEDULE I

SCHEDULE I (FEDERAL)				Engineer's Estimate		JP Excavating, Inc.		Royal T Enterprises, Inc.					
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 16,280.00	\$ 16,280.00	\$ 17,200.00	\$ 17,200.00	\$ 22,600.00	\$ 22,600.00	\$ -	\$ -	\$ -	\$ -
C-102a	Temporary Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 5,300.00	\$ 5,300.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
P-151a	Clearing and Grubbing	AC	7	\$ 500.00	\$ 3,500.00	\$ 500.00	\$ 3,500.00	\$ 1,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -
P-152a	Unclassified Excavation	CY	8000	\$ 10.00	\$ 80,000.00	\$ 4.00	\$ 32,000.00	\$ 5.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -
D-701a	36-inch RCP, Class V	LF	202	\$ 90.00	\$ 18,180.00	\$ 97.00	\$ 19,594.00	\$ 200.00	\$ 40,400.00	\$ -	\$ -	\$ -	\$ -
D-701b	24-inch Storm Drain Pipe	LF	75	\$ 80.00	\$ 6,000.00	\$ 61.00	\$ 4,575.00	\$ 150.00	\$ 11,250.00	\$ -	\$ -	\$ -	\$ -
D-701c	18-inch Storm Drain Pipe	LF	12	\$ 70.00	\$ 840.00	\$ 51.00	\$ 612.00	\$ 100.00	\$ 1,200.00	\$ -	\$ -	\$ -	\$ -
D-701d	Riprap, 9-inch D50	SY	40	\$ 70.00	\$ 2,800.00	\$ 85.00	\$ 3,400.00	\$ 75.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
D-701e	Riprap, 16-inch D50	SY	100	\$ 80.00	\$ 8,000.00	\$ 85.00	\$ 8,500.00	\$ 75.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
D-701f	Re-install Riprap	SY	130	\$ 80.00	\$ 10,400.00	\$ 30.00	\$ 3,900.00	\$ 75.00	\$ 9,750.00	\$ -	\$ -	\$ -	\$ -
D-751a	3' x 3' Storm Drainage Box	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 5,200.00	\$ 20,800.00	\$ 6,500.00	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -
D-751b	5' x 5' Catch Basin	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 8,200.00	\$ 16,400.00	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
D-751c	18-inch Pipe Inlet Wing Wall	EA	3	\$ 3,000.00	\$ 9,000.00	\$ 8,500.00	\$ 25,500.00	\$ 7,500.00	\$ 22,500.00	\$ -	\$ -	\$ -	\$ -
D-751d	36-inch Pipe End Section Cut-off Wall	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 11,000.00	\$ 11,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
TOTAL SCHEDULE I					\$ 176,000.00		\$ 172,281.00		\$ 226,200.00		\$ -		\$ -

BID TABULATION - SCHEDULE II

SCHEDULE II (FEDERAL)				Engineer's Estimate		Straight Stripe Painting, Inc.							
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 54,185.00	\$ 54,185.00	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605a	Reseal Existing Crack Seal	LF	82,300	\$ 0.80	\$ 65,840.00	\$ 0.38	\$ 31,274.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605b	Crack Seal, Routed	LF	85,000	\$ 0.80	\$ 68,000.00	\$ 0.48	\$ 40,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605c	Crack Seal, Grooved Runway	LF	32,000	\$ 1.25	\$ 40,000.00	\$ 0.58	\$ 18,560.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605d	Concrete Crack Seal, Routed	LF	1,000	\$ 4.00	\$ 4,000.00	\$ 17.00	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605e	Concrete Joint Seal, Self-Leveling	LF	3,500	\$ 3.00	\$ 10,500.00	\$ 12.50	\$ 43,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-608a	Emulsified Asphalt Seal Coat	SY	337,100	\$ 0.75	\$ 252,825.00	\$ 0.74	\$ 249,454.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-620a	Temporary Pavement Markings	SF	63,100	\$ 0.80	\$ 50,480.00	\$ 0.55	\$ 34,705.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-620b	Permanent Pavement Markings	SF	63,100	\$ 0.70	\$ 44,170.00	\$ 0.35	\$ 22,085.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SCHEDULE II					\$ 590,000.00		\$ 460,128.00		\$ -		\$ -		\$ -

BID TABULATION - SCHEDULE III

SCHEDULE III (FEDERAL)				Engineer's Estimate		Straight Stripe Painting, Inc.							
Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-105a	Mobilization (10% Maximum)	LS	1	\$ 10,555.00	\$ 10,555.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605a	Reseal Existing Crack Seal	LF	18,200	\$ 0.80	\$ 14,560.00	\$ 0.40	\$ 7,280.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-605b	Crack Seal, Routed	LF	17,200	\$ 0.80	\$ 13,760.00	\$ 0.60	\$ 10,320.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-608a	Emulsified Asphalt Seal Coat	SY	95,300	\$ 0.75	\$ 71,475.00	\$ 0.85	\$ 81,005.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-620a	Temporary Pavement Markings	SF	5,100	\$ 0.80	\$ 4,080.00	\$ 0.55	\$ 2,805.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-620b	Permanent Pavement Markings	SF	5,100	\$ 0.70	\$ 3,570.00	\$ 0.35	\$ 1,785.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL SCHEDULE III					\$ 118,000.00		\$ 104,695.00		\$ -		\$ -		\$ -

DRAFT

Agenda Item Number : 2g

Request For Council Action

Date Submitted 06/01/2020 03:47 PM

**Proposed City Council
Date** 06/04/2020

Applicant John Cazier

Subject Consider approval to award bid to Precision Contractors for the Seegmiller Marsh to 1450 South Jensen Portion project.

Background The sewer master plan shows that we will need to upsize this line by 2027. The owner of the property is in the process of subdividing the land and will be building a large home on the new parcel. If we wait until 2027 to upsize this line it will disturb the landscape and a retaining wall that will soon be on the property. This was a formal bid and four bids were received.

Proposed Resolution Staff recommends approval.

Cost \$\$63,369.50

Action Taken

Requested by Brett Whitelaw

File Attachments

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** Yes

Approved in Budget? Yes **Amount:** \$63,369.50

DRAFT

Agenda Item Number : 2h

Request For Council Action

Date Submitted 06/01/2020 10:34 AM

Proposed City 06/04/2020

Council Date

Applicant Braden Saunders YESCO

Subject Consider approval of an agreement with YESCO for the relocation of two smaller double sided billboards previously located on Sunset Blvd. to one larger billboard at approximately 1088 South Bluff Street as presented to the council at the work meeting held on April 30th. The council voted to move forward with the agreement 4-1.

Background This action is needed to allow YESCO to relocate two smaller double-sided billboards that were located on Sunset Blvd. to another location. The new location for the combined double-sided billboard will be approximately 1088 South Bluff St. The agreement states that the new billboard cannot be converted to digital without the City's written permission and cannot be relocated (notwithstanding state law).

Proposed Resolution Recommend approval.

Cost \$N/A

Action Taken

Requested by Shawn Guzman

File Attachments billboarddevelopmentagreementfinalagreement06012020060120103452.docx

Approved by Legal Yes

Department?

Approved by City NA

Admin Services?

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

**Billboard Development Agreement Between the City of St. George and YESCO for the
Relocation of Certain Billboards – New Billboard 17176 Approximately 1088 South Bluff Street**

This Billboard Development Agreement (“**Agreement**”) is entered into as of the 4th day of June, 2020 (the “**Effective Date**”), and is between the City of St. George, Utah, a Utah municipal corporation (the “**City**”) and YESCO Outdoor Media LLC, a Delaware limited liability company (“**YESCO**”).

Background

A. Two of YESCO’s permitted billboards within the municipal boundaries of the City are known on YESCO’s records as billboards 17361 (a double-face 24’ x 8’ billboard) and 17362 (a double-face 12’ x 6’ billboard) (collectively, the “**Billboards**”). YESCO desires to relocate the Billboards in accordance with its rights under state law.

B. In cooperation with the City’s desire to limit the number of billboards within the City, YESCO is willing to combine both of the Billboards into a single new 45’ tall, 10’ x 30’ double-face, illuminated monopole billboard, which will be known on YESCO’s records as billboard 17176 (the “**New Billboard**”). The City desires YESCO to locate the New Billboard on Bluff Street, and YESCO has selected to relocate the New Billboard on the west side of Bluff Street between 1088 and 1110 Bluff Street. The City is willing to remove and maintain vegetation controlled by the City that may obscure the visibility of the New Billboard.

Agreements

The parties agree as follows:

1. Background. The above background is an integral part of this Agreement.
2. Obligations of YESCO. YESCO agrees to perform the following obligations at its own expense:
 - a. YESCO will submit a new building permit application for the New Billboard to the City and YESCO will submit the required state outdoor advertising permit to the Utah Department of Transportation (“**UDOT**”). The permit application to the City will be in the form of the permit application set forth in Exhibit A to this Agreement.
 - b. Within 30 days of the issuance of the permits from the City and UDOT, YESCO will terminate the City and UDOT permits for the Billboards.
 - c. YESCO will commence construction of New Billboard 17176 within the timeframe required by the applicable permits.
3. Obligations of the City. The City agrees to perform the following obligations at its own expense:
 - a. The City agrees to issue the permit for the New Billboard within 10 days of YESCO’s submission of the permit application as set forth in Exhibit A so long as the permit complies with all applicable building codes and the terms of this Agreement.
 - b. The City agrees to maintain the City landscaping along Bluff Street surrounding the billboard so that the vegetation will not obscure the New Billboard in violation of state law. In

the event that the City landscaping obstructs the line of sight from the travelling public on Bluff Street to either of the New Billboard faces in violation of state law, the City agrees to trim or otherwise remove the interfering vegetation within 20 days of YESCO's notice to the City.

4. Waiver of Right to Relocate Replacement Billboard 17176 Pursuant to UT Code 10-9a-513. YESCO agrees that in the event YESCO desires to relocate the New Billboard pursuant to Utah Code 10-9a-513, it will only relocate to a location that is mutually acceptable to the City and YESCO.

5. Digital Faces. YESCO agrees that Replacement Billboard 17176 will be built with traditional advertising faces. If YESCO desires to install LED changeable message faces on Replacement Billboard 17176 in the future, the faces will include brightness mitigation technology designed to mitigate brightness. At no time will YESCO seek to install LED digital faces on Billboard 17176 unless a mutual agreement is reached between St. George and YESCO in writing.

6. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties is governed by, and will be 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 must be brought in the United States District Court for Utah or the District Court for the State of Utah sitting in Washington County, Utah. YESCO AND THE CITY 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 AGREEMENT.

7. Attorneys Fees. If any action is brought to enforce or interpret any of the provisions of this Agreement, 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.

8. Amendments and Waivers. No amendment to this Agreement shall be binding on YESCO or the City 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Time of Essence. Time is of the essence of this Agreement.

14. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation.

The parties are signing this Agreement on the Effective Date.

CITY OF ST. GEORGE

YESCO OUTDOOR MEDIA LLC

Jon Pike, Mayor

Patrick O'Donnell, President

Attest:

Christina Fernandez, City Recorder

Approved as to form:

Shawn Guzman, City Attorney

DRAFT

Agenda Item Number : 2i

Request For Council Action

Date Submitted 06/02/2020 08:17 AM

Proposed City 06/04/2020

Council Date

Applicant Wes Jenkins

Subject Request to approve a reimbursement agreement with Color Country of Washington County, LLC for the reconstruction of a portion of 750 North,

Background Color Country of Washington County, LLC is constructing a new duplex and a new triplex at the southwest corner of Valley View Drive and 750 North. With the construction of this project, owner is required to improve a portion of 750 North along the frontage of owner's property. The roadway is in poor condition so owner has agreed to contribute 2/5ths of the cost to reconstruct the roadway or \$24,643.20 and city has agreed to pay the remaining 3/5ths or \$36,964.80. A portion of the city cost will be paid from Pavement Management and the other portion from Developer Matching.

Proposed Resolution Public Works recommends approval

Cost \$Owner = \$24,643.20 City = \$36,964.80

Action Taken

Requested by Wes Jenkins

File Attachments exhibit060220081731.pdf
sunnylaneapartmentsimprovementreimbursementagreement060220081731.pdf

Approved by Legal Yes
Department?

Approved by City No

Admin Services?

Approved in Yes **Amount:** Pavement Management = \$2,600,000.00 Developer Matching
Budget? = \$7

EXHIBIT A

REMOVAL AND REPLACEMENT OF 750 NORTH

<u>ITEM</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>COST</u>
1. ROADWAY REPLACEMENT IMPROVEMENTS	LS	\$57,667.00	\$57,667.00
2. GEOTECHNICAL TESTING	LS	\$2,841.00	\$2,841.00
3. ROADWAY STAKING	LS	\$1,000.00	\$1,000.00
4. WARRANTY BOND COST	LS	\$100.00	<u>\$100.00</u>
TOTAL COST of PROJECT IMPROVEMENTS (Not to Exceed)			\$61, 608.00

CITY PARTICIPATION = 3/5 of \$61,608.00 or \$36,964.80

OWNER PARTICIPATION 2/5 of \$61,608.00 or \$24,643.20

DRAFT

Agenda Item Number : 2j

Request For Council Action

Date Submitted 05/18/2020 11:38 AM

**Proposed City Council
Date** 06/04/2020

Applicant Rene Fleming

Subject Consider approval of daytime irrigation restrictions for those that irrigation with culinary water.

Background Due to the high summer daytime temperatures that result in more water loss due to evaporation, staff would like to prohibit day time watering for those that water their lawns with culinary water. This restriction does not apply to customers using irrigation quality water as the irrigation system does not have the capacity for all of those large users to irrigate in 12 hours. This includes city golf courses, most parks, cemeteries and many WCSD ball fields as well as DSU fields.

Proposed Resolution Staff recommends that outside irrigation be done between the hours of 8:00 pm and 8:00 AM. Staff encourages customers to complete watering by about 4:00 am due to the high demand on the system from 4:00 am - 6:00 am. By avoiding irrigation during those times it helps to manage water pressure throughout the system.

Cost \$0.00

Action Taken

Requested by Rene Fleming

File Attachments

**Approved by Legal
Department?** NA

**Approved by City Admin
Services?** NA

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

5 **beginning May 16, 2020, through November 7, 2020, with a holiday**
6 **market on December 19, 2020.**
7

- 8 **i. Consider approval of an agreement between the City and Zagster to**
9 **operate an e-mobility program in St. George.**
10
11 **j. Consider approval of the minutes from the meetings held on January 23,**
12 **2020; March 5, 2020; March 12, 2020; March 26, 2020; and April 2, 2020.**
13

14 City Manager Adam Lenhard pointed out, the agreement for item 1g, the agreement
15 included in the agenda packet was not the latest version; therefore, he asked the
16 approval be subject to review by the Legal Department.
17

18 After being asked by Councilmember Larkin, with regard to item 1a, Public Works
19 Director explained restriping is not part of the project but he can look into this. With
20 regard to item 1b, he stated there will be pedestrian crossing on the signals. A
21 discussion took place regarding pedestrian crossing at Mall Drive and Dinosaur
22 Crossing.
23

24 Support Services Director Marc Mortensen explained that Spin is no longer servicing
25 the area. Zagster is working with another company to offer services.
26

27 **MOTION:** A motion was made by Councilmember McArthur to approve the
28 consent calendar as presented, with item 1g subject to review by the
29 Legal Department.

30 **SECOND:** The motion was seconded by Councilmember Larkin.

31 **VOTE:** Mayor Pike called for a roll call vote, as follows:
32

33 Councilmember Hughes – aye
34 Councilmember Smethurst – aye
35 Councilmember McArthur – aye
36 Councilmember Larkin – aye
37

38 The vote was unanimous and the motion carried.
39

40 **PUBLIC HEARING/BOUNDARY LINE ADJUSTMENT/ORDINANCE:**

41 **Public hearing and consideration of an ordinance approving a boundary line**
42 **adjustment with Santa Clara - Dean Terry property.**
43

44 Assistant Public Works Director Wes Jenkins presented the request to consider
45 adjusting the municipal boundary line between the City of St. George and Santa
46 Clara City. This adjustment will follow the alignment of the recently constructed
47 water channel for Sand Hollow Wash. This is located on the South side of Sunset
48 Boulevard at Tuweap Drive. He showed and outlined the proposed zoning map.
49

50 Mayor Pike opened the public hearing. There being no comment, he closed the
51 public hearing.
52

53 **MOTION:** A motion was made by Councilmember Larkin to approve the
54 ordinance approving a boundary line adjustment with Santa Clara City.

5 **SECOND:** The motion was seconded by Councilmember McArthur.
6 **VOTE:** Mayor Pike called for a roll call vote, as follows:
7

8 Councilmember Hughes – aye
9 Councilmember Smethurst – aye
10 Councilmember McArthur – aye
11 Councilmember Larkin – aye
12

13 The vote was unanimous and the motion carried.
14

15 **PUBLIC HEARING/STREET NAME CHANGE/ORDINANCE:**

16 **Public hearing and consideration of an ordinance to change the name of a**
17 **public street from Cottonwood Crossing Drive to Desert Resort Court.**
18

19 Assistant Public Works Director Wes Jenkins presented the request is to change the
20 name of a public street from Cottonwood Crossing Drive to Desert Resort Court. This
21 is at the request of the developer and all adjoining lot/parcel owners have given their
22 consent. The street is located at the intersection of Desert Canyons Parkway and
23 Cottonwood Crossing Drive at approximately 3330 East and 5710 South (North of
24 the Southern Parkway and East of Desert Canyons Parkway); zoning is C-2. He
25 showed and outlined the Roadway Dedications Plat.
26

27 Mayor Pike opened the public hearing. There being no comment, he closed the
28 public hearing.
29

30 **MOTION:** A motion was made by Councilmember McArthur to approve the
31 ordinance changing the name of a public street from Cottonwood
32 Crossing Drive to Desert Resort Court.

33 **SECOND:** The motion was seconded by Councilmember Hughes.

34 **VOTE:** Mayor Pike called for a roll call vote, as follows:
35

36 Councilmember Hughes – aye
37 Councilmember Smethurst – aye
38 Councilmember McArthur – aye
39 Councilmember Larkin – aye
40

41 The vote was unanimous and the motion carried.
42

43 **PUBLIC HEARING/VACATE PUBLIC UTILITY EASEMENT/ORDINANCE:**

44 **Public hearing and consideration of an ordinance vacating a public utility**
45 **easement located between Lot 144 of Meadow Valley Farms Phase 11 and**
46 **Lot 4 of Meadows Edge Phase 2.**
47

48 Assistant Public Works Director Wes Jenkins presented the request is to vacate the
49 public utility and drainage easement located between Lot 144 of Meadow Valley
50 Farms Phase 11 and Lot 4 of Meadows Edge Phase 2 located at approximately 3860
51 South Quarry Ridge Drive; zoning is RE-20. A new municipal utility easement is
52 being granted on the newly adjusted lot line. He showed and outlined the proposed
53 vacation.
54

5 Mayor Pike opened the public hearing. There being no comment, he closed the
6 public hearing.
7

8 **MOTION:** A motion was made by Councilmember Hughes to approve the
9 ordinance vacating a public utility easement located between Lot 144
10 of Meadow Valley Farms Phase 11 and Lot 4 of Meadows Edge Phase
11 2.

12 **SECOND:** The motion was seconded by Councilmember Larkin.

13 **VOTE:** Mayor Pike called for a roll call vote, as follows:
14

15 Councilmember Hughes – aye
16 Councilmember Smethurst – aye
17 Councilmember McArthur – aye
18 Councilmember Larkin – aye
19

20 The vote was unanimous and the motion carried.
21

22 **PROPOSAL TO CONSTRUCT COMMERCE DRIVE:**

23 **Consider approval of a proposal from Staker & Parson Company to construct**
24 **Commerce Drive.**
25

26 Public Works Director Cameron Cutler presented the proposal for the construction of
27 Commerce Drive from 1630 East to 2420 East. This project will commence in FY 20
28 and end in FY21. The remaining amount to complete the project will come from FY
29 21 funds. Sewer, water and drainage improvements are also included in this project.
30

31 **MOTION:** A motion was made by Councilmember Larkin to approve the proposal
32 from Staker & Parson Company to construct Commerce Drive.

33 **SECOND:** The motion was seconded by Councilmember Hughes.

34 **VOTE:** Mayor Pike called for a roll call vote, as follows:
35

36 Councilmember Hughes – aye
37 Councilmember Smethurst – aye
38 Councilmember McArthur – aye
39 Councilmember Larkin – aye
40

41 The vote was unanimous and the motion carried.
42

43 **RESOLUTION TO ACCEPT THE 2019 MUNICIPAL WASTEWATER PLANNING**
44 **PROGRAM:**

45 **Consider approval of a resolution accepting the 2019 Municipal Wastewater**
46 **Planning Program.**
47

48 Water Services Director Scott Taylor stated the Utah Board of Water Quality requires
49 that each Publicly Owner Treatment Works conduct a self-assessment of our
50 operations, maintenance, and planning related to the wastewater collection and
51 wastewater treatment facilities. The self-assessment also verifies that all effluent
52 discharge requirements have been met. This self-assessment is conducted on an
53 annual basis.
54

5 **MOTION:** A motion was made by Councilmember Smethurst to approve the
6 resolution accepting the 2019 Municipal Wastewater Planning Program.
7 **SECOND:** The motion was seconded by Councilmember McArthur.
8 **VOTE:** Mayor Pike called for a roll call vote, as follows:
9

10 Councilmember Hughes – aye
11 Councilmember Smethurst – aye
12 Councilmember McArthur – aye
13 Councilmember Larkin – aye
14

15 The vote was unanimous and the motion carried.
16

17 **TRANSMISSION PROJECT PARTICIPANTS RESOLUTION:**

18 **Consider approval of Central - St. George 138 KV Transmission Project**
19 **Participants Resolution.**
20

21 Energy Services Director Laurie Mangum explained this is a resolution authorizing
22 and consenting to the sale of certain electric facilities to the City of Hurricane and
23 approving the form of an equipment purchase agreement; approving the form of a
24 revised Exhibit C to the Transmission Service Agreement between the City and Utah
25 Associated Power Systems (UAMPS) in connection with the Central - St. George
26 138kV transmission project and related matters. Hurricane City owns everything
27 shown in Exhibit 3 except the wire. The wire needs to be replaced, so rather than
28 paying to replace the wire, Hurricane is buying the portion shown in Exhibit C.
29

30 **MOTION:** A motion was made by Councilmember Larkin to approve the Central -
31 St. George 138 KV Transmission Project Participants Resolution.
32 **SECOND:** The motion was seconded by Councilmember Hughes.
33 **VOTE:** Mayor Pike called for a roll call vote, as follows:
34

35 Councilmember Hughes – aye
36 Councilmember Smethurst – aye
37 Councilmember McArthur – aye
38 Councilmember Larkin – aye
39

40 The vote was unanimous and the motion carried.
41

42 **MODIFY TITLE 4 CHAPTER 4 SOLID WASTE; RECYCLABLES; COLLECTION AND**
43 **DISPOSAL/ORDINANCE:**

44 **Consider approval of an ordinance modifying Title 4 Chapter 4 Solid Waste;**
45 **Recyclables; Collection and Disposal.**

46 City Manager Adam Lenhard explained the City has an ordinance that requires all
47 residential solid waste and recyclables to be collected by the Washington County
48 Special Service District. When the recycle program started in 2015, citizens were
49 given an option to opt out. Now that the program is established, the opt out
50 provision is no longer needed and should be repealed so that recycling is treated the
51 same as the solid waste program.
52

53 A discussion took place regarding how the current appeals process works, recycling
54 in general, and the need for possible need for appeals due to financial hardship. The

5 consensus of the Council is to allow for a process with citizens who are facing
6 financial hardships.
7

8 **MOTION:** A motion was made by Councilmember Larkin to approve the
9 ordinance modifying Title 4 Chapter 4 Solid Waste; Recyclables;
10 Collection and Disposal as presented, still having a process with staff.

11 **SECOND:** The motion was seconded by Councilmember Hughes.

12 **VOTE:** Mayor Pike called for a roll call vote, as follows:
13

14 Councilmember Hughes – aye
15 Councilmember Smethurst – aye
16 Councilmember McArthur – aye
17 Councilmember Larkin – aye
18

19 The vote was unanimous and the motion carried.
20

21 **HILLSIDE DEVELOPMENT PERMIT:**

22 **Consider approval of a hillside permit to allow development of a single-**
23 **family housing subdivision called Desert Cliffs Phase 1 - 3; the proposed**
24 **development will be accessed from Desert Canyons Parkway.**
25

26 Assistant Public Works Director Wes Jenkins presented the hillside development
27 permit for a proposed development of approximately eighty (80) single family
28 residential lots. A portion of the lots are located in the hillside overlay and a rock fall
29 hazard study has been completed in this area. All of the proposed lots will be located
30 outside of the rock fall hazard zone. All earthwork to comply with Geotech report by
31 AGEK and all drainage to comply with drainage report by development solutions. He
32 provided a PowerPoint presentation covering the following topics: vicinity map and
33 slope analysis map. The Hillside Review Board recommended the following
34 condition: to verify that the geotechnical engineer who performed the rock fall
35 hazard study did so based on the finish grade contours, not the existing contours.
36 He talked with the engineer who stated he will verify this. If it was not based on the
37 finish grade contours, they will have to update their study.
38

39 Councilmember McArthur commented that he does not want to see the hillside cut as
40 this is a beautiful area.
41

42 Mr. Jenkins noted the proposal meets the City ordinance pertaining to the
43 percentages on what is allowed to be disturbed within the slopes.
44

45 **MOTION:** A motion was made by Councilmember Hughes to approve the hillside
46 permit to allow development of a single-family housing subdivision
47 called Desert Cliffs Phase 1 – 3 with the condition from the Hillside
48 Review Board.

49 **SECOND:** The motion was seconded by Councilmember Larkin.

50 **VOTE:** Mayor Pike called for a roll call vote, as follows:
51

52 Councilmember Hughes – aye
53 Councilmember Smethurst – aye
54

5 Councilmember McArthur – aye
6 Councilmember Larkin – aye
7

8 The vote was unanimous and the motion carried.
9

10 **HILLSIDE DEVELOPMENT PERMIT:**

11 **Consider approval of a request for a hillside development permit to allow**
12 **mass grading of the Broken Rock Mesa area. Located east of the proposed**
13 **Desert Cliffs residential project, this area is a part of the Desert Canyons**
14 **Master Plan.**
15

16 Assistant Public Works Director Wes Jenkins explained mass grading consists of cuts
17 and fills to raise elevations for future development in a portion of the Ft Pierce Wash
18 floodplain. Purpose of grading is to apply to FEMA for a letter of map revision (LOMR)
19 based on fill. The mass grading and LOMR application is consistent with the current
20 Conditional Letter of map Revision (CLOMR) of 2009. Portion of mass grading is
21 within the Hillside overlay Zone. AGECE completed a rock fall hazard study and the
22 mass grading is outside of the area. All earthwork shall comply with Geotech report
23 and all drainage to comply with drainage report. He showed and outlined a slope
24 map. The applicant would like to mass grade the area so they can move forward
25 with their LOMR application.
26

27 Councilmember McArthur voiced his concern regarding this being such a large, hilly
28 area. Additionally, he and Councilmember Larkin inquired about whether this will
29 create air quality issues. Mr. Jenkins outlined how they plan to reduce the amount of
30 dust.
31

32 Applicant Curt Gordon asked the item be continued so he can meet with the
33 Councilmembers who have concerns.
34

35 Mayor Pike asked Mr. Gordon to address the concerns tonight.
36

37 Mr. Gordon explained the area is completely flat except for the wash area. They are
38 not getting into the hillside. The area is covered with some vegetation currently.
39 They will do their best to mitigate dust problems.
40

41 Mayor Pike stated if the applicant would like to table the item, the next meeting will
42 take place on May 7th. The meeting on April 30 can be made a regular meeting if
43 necessary and the applicant would like to still continue the item.
44

45 Mr. Gordon added if the Council still has concerns, he would like to table the item.
46 Further, he noted because of the LOMR issue, they have to mass grade the entire
47 area; they may be able to grade a smaller area near the wash. They can have their
48 engineer look at the area.
49

50 **MOTION:** A motion was made by Councilmember Larkin to table the item until
51 April 30, 2020.

52 **SECOND:** The motion was seconded by Councilmember Smethurst.

53 **VOTE:** Mayor Pike called for a roll call vote, as follows:
54

5 Councilmember Hughes – aye
6 Councilmember Smethurst – aye
7 Councilmember McArthur – aye
8 Councilmember Larkin – aye
9

10 The vote was unanimous and the motion carried.
11

12 **CONDITIONAL USE PERMIT:**

13 **Consider approval of a conditional use permit to develop the Washington**
14 **County Utah Temple (a religious facility) generally located at 3000 East**
15 **1580 South.**
16

17 Planner Ray Snyder presented the request for a conditional use permit to develop the
18 Washington County Utah Temple (a religious facility) generally located at 3000 East
19 1580 South. Per Section 10-5-2 a conditional use permit is required for any
20 structure greater than 40 ft and per Section 10-17B-9B a conditional use permit is
21 required for buildings over 20,000 sq. ft. The site is on 14.7 acres, will have a 3-
22 story above ground building with a steeple tower reaching a maximum of 230 ft.,
23 and the total building size will be over 96,000 sq. ft. He provided a PowerPoint
24 presentation covering the following topics: conceptual site plan; vicinity map;
25 renderings; and north elevation. The Planning Commission recommended approval.
26

27 Applicant James Rich thanked the Council for their consideration. They are working
28 with staff to make the project work well for the City and for the Church. Prior to the
29 dedication of the Temple, they are planning a community event so that anyone could
30 see the inside of the building.
31

32 Councilmember Larkin commented that she is concerned with the amount of
33 pavement in the parking lot. She noted that the landscape and structure will be a
34 fantastic addition. Although this area is predominately Latter-Day Saints, she feels
35 that the Council would welcome a sacred space for other faiths.
36

37 Mayor Pike agreed.
38

39 Councilmember McArthur noted all of the Temples are a high-end product and a
40 great addition to any community. He inquired about the conceptual plan, if the fields
41 will remain.
42

43 Mr. Rich stated that the Church's developers own and plan on developing the land,
44 most likely as residential.
45

46 Councilmember Larkin mentioned a letter received in opposition. The neighbor is
47 concerned with increased commercial traffic in the area.
48

49 **MOTION:** A motion was made by Councilmember McArthur to approve the
50 conditional use permit to develop the Washington County Utah Temple
51 generally located at 3000 East 1580 South as presented.

52 **SECOND:** The motion was seconded by Councilmember Larkin.

53 **VOTE:** Mayor Pike called for a roll call vote, as follows:
54

5 Councilmember Hughes – aye
6 Councilmember Smethurst – aye
7 Councilmember McArthur – aye
8 Councilmember Larkin – aye
9

10 The vote was unanimous and the motion carried.
11

12 **PRELIMINARY PLAT:**

13 **Consider approval of the preliminary plat for Desert Cliffs at Desert**
14 **Canyons, an 80-lot residential subdivision located at approximately 3900**
15 **East Desert Canyons Parkway.**
16

17 Assistant Public Works Director Wes Jenkins presented the preliminary plat for
18 Desert Cliffs at Desert Canyons, an 80-lot residential subdivision located at
19 approximately 3900 East Desert Canyons Parkway. The applicant has provided a
20 timeline for the project, including a park. He showed and outlined the preliminary
21 plat. The Planning Commission recommended approval; however, two of the
22 members were concerned with the proximity of two of the lots to the rock fall line.
23 After being asked by Councilmember Larkin, Mr. Jenkins outlined some differences
24 between this development and others near a rock fall hazard line.
25

26 Councilmember McArthur suggested amending the preliminary plat to remove the
27 lots from the rock fall hazard line since they are so close.
28

29 City Attorney Shawn Guzman commented putting a street between the lots can still
30 create a problem. A roadway is not a buffer from rock fall hazards.
31

32 Mayor Pike commented some subdivisions and roads in the City would not be there
33 had the developers not built them right adjacent to rocks.
34

35 City Attorney Shawn Guzman noted the City cannot totally eliminate rock fall in a lot
36 of areas throughout the City.
37

38 Applicant Curt Gordon noted there a lot of situations throughout the City where
39 roadways and developments have been developed right under a cliff. This situation
40 is quite different as there is a buffer area between the steep hillsides and proposed
41 roadway.
42

43 City Attorney Shawn Guzman clarified that staff does not use the roadway as a
44 buffer from the rocks. Engineers have looked at this and there is an area, before it
45 gets to the roadway, unlike the steep cliff at Tech Ridge Drive.
46

47 Mr. Gordon stated that the geologist that completed the report also built a buffer into
48 the report so the actual rock fall line is closer to the hill. Additionally, there is a
49 drainage ditch that separates the roadway from the rest of the rock fall area. He is
50 okay if the Council wishes to continue the item.
51

52 Mr. Jenkins showed a stub road that will tie into future development.
53
54

5 **MOTION:** A motion was made by Councilmember Hughes to approve the
6 preliminary plat for Desert Cliffs at Desert Canyons.

7 **SECOND:** The motion was seconded by Councilmember Smethurst.

8 **VOTE:** Mayor Pike called for a roll call vote, as follows:
9

10 Councilmember Hughes – aye
11 Councilmember Smethurst – aye
12 Councilmember McArthur – nay
13 Councilmember Larkin – nay
14 Mayor Pike – aye
15

16 The motion carried.
17

18 **PRELIMINARY PLAT:**

19 **Consider approval of the preliminary plat for Sun River Commons Phase 6, a**
20 **1-lot commercial subdivision located at approximately Arrowhead Canyon**
21 **Drive and Sun River Parkway.**
22

23 Assistant Public Works Director Wes Jenkins presented the preliminary plat for Sun
24 River Commons Phase 6, a 1-lot commercial subdivision located at approximately
25 Arrowhead Canyon Drive and Sun River Parkway. He showed an aerial map of the
26 area and outlined the preliminary plat.
27

28 **MOTION:** A motion was made by Councilmember Larkin to approve the
29 preliminary plat for Sun River Commons Phase 6.

30 **SECOND:** The motion was seconded by Councilmember McArthur.

31 **VOTE:** Mayor Pike called for a roll call vote, as follows:
32

33 Councilmember Hughes – aye
34 Councilmember Smethurst – aye
35 Councilmember McArthur – aye
36 Councilmember Larkin – aye
37

38 The vote was unanimous and the motion carried.
39

40 **AMENDED PRELIMINARY PLAT:**

41 **Consider approval of an amended preliminary plat for The Enclave at**
42 **Valderra, a 7-lot residential subdivision located on Petroglyph Drive on the**
43 **west side of SR-18 in The Ledges development.**
44

45 Assistant Public Works Director Wes Jenkins presented the request to amend the
46 preliminary plat for The Enclave at Valderra, a 7-lot residential subdivision located on
47 Petroglyph Drive on the west side of SR-18 in The Ledges development. The
48 proposal is to add an additional lot to the original approved preliminary plat. He
49 showed the preliminary plat and outlined the proposed amendments.
50

51 Applicant Alan Wright stated there is actually an additional density due to other lots
52 being combined.
53
54

5 **MOTION:** A motion was made by Councilmember Hughes to approve the
6 amended preliminary plat for The Enclave at Valderra to include the
7 additional lot.

8 **SECOND:** The motion was seconded by Councilmember Larkin.

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

10
11 Councilmember Hughes – aye
12 Councilmember Smethurst – aye
13 Councilmember McArthur – aye
14 Councilmember Larkin – aye
15

16 The vote was unanimous and the motion carried.
17

18 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

19 Councilmember Larkin and Mayor Pike mentioned projects the Active Transportation
20 Committee has been working on, some of which are with UDOT. Councilmember
21 Larkin stated the Dove Center is needing sanitation supplies; the Art Museum is
22 offering virtual tours; and the Children's Museum is working on some of the exhibits.
23 She noted she toured the Animal Shelter recently; things are going well there.
24

25 Councilmember Hughes reported on the recent SwitchPoint Board meeting.
26

27 Mayor Pike mentioned what the Heer's (owners of the Cliffside) are wanting to do to
28 help the community.
29

30 Councilmember Hughes spoke about the need for a sidewalk along 2000 South
31 before school starts for the next school year.
32

33 Mayor Pike mentioned the traffic signal near Heritage Elementary; he would like to
34 see it completed by August 1st.
35

36 Councilmember McArthur noted the Dino Museum received some funds from the PPP
37 and will be hiring back their staff. The Red Desert Reserve's proposed agreement is
38 out for review. He mentioned that hotels are below capacity.
39

40 Mayor Pike mentioned a presentation given by Kevin Lewis on tourism.
41

42 **ADJOURN:**

43 **MOTION:** A motion was made by Councilmember McArthur to adjourn.

44 **SECOND:** The motion was seconded by Councilmember Smethurst.

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

46
47 Councilmember Hughes – aye
48 Councilmember Smethurst – aye
49 Councilmember McArthur – aye
50 Councilmember Larkin – aye
51

52 The vote was unanimous and the motion carried.
53

1 **ST. GEORGE CITY COUNCIL MINUTES**
2 **ELECTRONIC REGULAR MEETING**
3 **APRIL 30, 2020 4:00 P.M.**
4 **CITY COUNCIL CHAMBERS**
5

6 **PRESENT VIA ZOOM:**

7 **Mayor Jon Pike**
8 **Councilmember Jimmie Hughes**
9 **Councilmember Michele Randall**
10 **Councilmember Bryan Smethurst**
11 **Councilmember Gregg McArthur**
12 **Councilmember Dannielle Larkin**
13 **City Manager Adam Lenhard**
14 **City Attorney Shawn Guzman**
15 **City Recorder Christina Fernandez**
16

17 **OPENING:**

18 Mayor Pike called the meeting to order and welcomed all in attendance. invocation was
19 offered by Sharon Shores with the Universal Life Ministries and the Pledge of Allegiance
20 to the Flag was led by Councilmember Randall.
21

22 Mayor Pike outlined the instructions for participation in tonight's meeting. He outlined
23 the sessions for the City Pool that will open this weekend and commented that the
24 City's splashpads will open tomorrow; and the City's Recreation Center will open on
25 Monday. He noted the County is requesting the Governor consider moving Washington
26 County to level yellow. Mayor Pike indicated that the bike lane on 100 South will be
27 striped in the near future.
28

29 **CONSENT CALENDAR:**

- 30 a. **Consider approval of an agreement to extend term of lease between**
31 **Dixie State University and the City of St. George for the city-owned**
32 **hangar on Tech Ridge that currently houses the Dixie State University**
33 **Film Department.**
34
35 b. **Consider approval of the Greater Together Small Business Resilience**
36 **Fund Agreement between the City of St. George and the St. George Area**
37 **Chamber Foundation, outlining the terms and conditions for the**
38 **Foundation to administer the \$250,000 contributed by the City to the**
39 **Greater Together Small Business Resilience Fund.**
40
41 c. **Consider approval of \$50,000 from CDBG COVID-19 funding to Friends**
42 **of Switchpoint.**
43

44 **MOTION:** A motion was made by Councilmember Randall to approve the consent
45 calendar.

46 **SECOND:** The motion was seconded by Councilmember McArthur

47 **VOTE:** Mayor Pike called for a roll call vote, as follows:
48

49 Councilmember Hughes – aye
50 Councilmember Randall – aye
51 Councilmember Smethurst – aye
52 Councilmember McArthur – aye
53 Councilmember Larkin – aye
54

5 The vote was unanimous and the motion carried.
6

7 **RESOLUTION TO CONVERT PROPERTY FOR CITY USE:**

8 **Consider approval of a resolution to convert property for City use.**
9

10 Police Chief Kyle Whitehead explained the police department acquired ten (10) Apple
11 iPads during an investigation into fraud and theft. They contacted all of the financial
12 institutes about disposition of the iPads but only heard back from one who stated that
13 they did not want the merchandise. State law allows items to be converted for city use
14 with approval of the city council after the owner has been contacted and fails to respond
15 or waives their interest in the item. At this time, the police would like the iPads
16 converted for department use. This conversion will save the department money. Staff
17 recommends approval of the resolution authorizing the conversion of the iPads for
18 police department use.
19

20 **MOTION:** A motion was made by Councilmember McArthur to approve the
21 resolution to convert property for City use.

22 **SECOND:** The motion was seconded by Councilmember Smethurst.

23 **VOTE:** Mayor Pike called for a roll call vote, as follows:
24

25 Councilmember Hughes – aye
26 Councilmember Randall – aye
27 Councilmember Smethurst – aye
28 Councilmember McArthur – aye
29 Councilmember Larkin – aye
30

31 The vote was unanimous and the motion carried.
32

33 **HILLSIDE DEVELOPMENT PERMIT:**

34 **Consider approval of a request for a hillside development permit to allow mass**
35 **grading of the Broken Rock Mesa area. Located east of the proposed Desert**
36 **Cliffs residential project, this area is a part of the Desert Canyons Master Plan.**
37

38 Assistant Public Works Director Wes Jenkins presented the request for a hillside
39 development permit to allow mass grading of the Broken Rock Mesa area. Mass
40 grading consists of cuts and fills to raise elevations for future development in a portion
41 of the Ft Pierce Wash floodplain. He showed and outlined the original hillside request;
42 revised hillside request.
43

44 Mayor Pike noted the entire proposed area is approximately 39 acres.
45

46 Applicant Curt Gordon explained they plan on developing in this area later this year.
47 They have to have this approved prior to applying for the LOMR.
48

49 Mr. Jenkins indicated that typically the hillside permit also brings the project. This is
50 moving forward without the project to get the LOMR approved through FEMA.
51

52 **MOTION:** A motion was made by Councilmember Hughes to approve the hillside
53 development permit to allow mass grading of the Broken Rock Mesa area.

54 **SECOND:** The motion was seconded by Councilmember Smethurst.

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

6
7 Councilmember Hughes – aye
8 Councilmember Randall – aye
9 Councilmember Smethurst – aye
10 Councilmember McArthur – aye
11 Councilmember Larkin – aye
12

13 The vote was unanimous and the motion carried.
14

15 **PRESENTATION BY YESCO FOR RELOCATION OF A BILLBOARD ON BLUFF STREET:**

16 City Attorney Shawn Guzman explained there were two (2) billboards along the Blake
17 property on Sunset Boulevard. Due to lease issues they were removed. Under state
18 law, they can be relocated within a mile of where they were located previously. In
19 looking at Sunset Boulevard and potential locations for the sign, YESCO looked at other
20 locations. YESCO looked at the corner of Bluff Street and Sunset; however, the area
21 did not work out. He and the applicant looked at southern end of Bluff Street, there are
22 some locations available.
23

24 Braden Saunders with YESCO noted they have two (2) active permits with the state
25 after which he provided a PowerPoint presentation covering the following topics:
26 Previous projects with St. George City; previous sites/active permits; previous
27 sites/active permit location; previous sites/active permit location 2; first secured
28 locations on Sunset Boulevard; Bluff Street relocation options; aerial image; renderings
29 of proposed billboard – Bluff Street property; and LED brick fixtures.
30

31 City Attorney Shawn Guzman stated staff would require an agreement not allowing
32 YESCO to convert this to a digital billboard and require, at least, the lighting presented
33 today.
34

35 After being asked by Councilmember McArthur, City Attorney Shawn Guzman stated
36 there is only one (1) billboard on Bluff Street, at Sunset.
37

38 Mr. Saunders noted there is one (1) owned by the LDS Church as well.
39

40 City Attorney Shawn Guzman explained YESCO could put billboards on Sunset;
41 however, they would be visible to nearby homes. He prefers the billboard be put near
42 their tri-face billboard, but that did not work out. In looking at other areas on Sunset
43 and Bluff, he believes will fit in better on south Bluff.
44

45 Councilmember McArthur stated he would like to see plans if the billboard remained on
46 Sunset. He also inquired about height of the billboards.
47

48 Mr. Saunders explained per state law, when relocating billboards, the height allowable
49 height is 45' unless the height was greater for the original billboard.
50

51 City Attorney Shawn Guzman added the state law also says if local government does
52 anything to block a sign, the applicant is allowed to raise them as tall as needed to
53 make it visible.
54

5 Mayor Pike commented he would rather not see the billboard on Sunset and stated that
6 he would like to try to redesign and beautify Sunset Boulevard.
7

8 Councilmembers Randall and Hughes voiced their opinions on the location of the
9 billboards; they were both in favor of relocating the billboard to south Bluff Street
10 rather than Sunset Boulevard.
11

12 City Attorney Shawn Guzman noted an agreement on a future agenda.
13

14 Mayor Pike called for a motion directing staff to proceed as noted even though this is
15 not an action item on tonight's agenda.
16

17 After being asked by City Manager Adam Lenhard, City Attorney Shawn Guzman stated
18 a public hearing would not be required for this item in the future.
19

20 **MOTION:** A motion was made by Councilmember Smethurst to approve the request
21 as presented, directing staff to move forward.

22 **SECOND:** The motion was seconded by Councilmember Randall.

23 **VOTE:** Mayor Pike called for a roll call vote, as follows:
24

25 Councilmember Hughes – aye

26 Councilmember Randall – aye

27 Councilmember Smethurst – aye

28 Councilmember McArthur – nay as he would like to see more options

29 Councilmember Larkin – aye
30

31 The motion carried.
32

33 Councilmember Hughes mentioned that City Attorney Shawn Guzman is very involved
34 in signs throughout the City.
35

36 **PRESENTATION REGARDING WATER AND ENERGY CONSERVATION:**

37 Rene Fleming with Water and Energy Services outlined the City's water and energy
38 conservation programs including but not limited to toilet rebates; energy efficiency
39 workshops; Public Power Week; and information included with utility bills.
40

41 **DISCUSSION REGARDING THE CITY'S PARTICIPATION IN THE ART AROUND THE**
42 **CORNER:**

43 Leisure Services Director Shane McAfee explained Art Around the Corner displays art
44 pieces around the City. The City budgets funds to purchase some of the art pieces;
45 \$50,000. Art Around the Corner has made recommendations for this year's purchases;
46 however, he asked for direction from the Council on how to proceed.
47

48 Councilmember Larkin stated she understands the City needs to save money. She
49 explained if the artists do not sell their pieces in the show, the program fails as the
50 artwork is loaned to the City for an entire year. She suggested limiting the purchases
51 this year.
52

53 Mayor Pike agreed with Councilmember Larkin and noted that RAP Tax funding will most
54 likely be less this year than in previous years.

5 Deputy Director of Arts and Events Michelle Graves recommended the City purchase the
6 Humpty Dumpty piece as it has been a popular piece.
7

8 Councilmember Larkin noted the cost for this piece is \$24,000.
9

10 The consensus of the Council is to cut the funding for the art pieces to under \$30,000
11 for this year. They will speak to the artists to see if they can work on lowering the price
12 a bit on the pieces recommended by Art Around the Corner.
13

14 **DISCUSSION REGARDING THIS YEAR'S 4TH OF JULY EVENTS:**

15 City Manager Adam Lenhard noted many summer events have been cancelled
16 throughout the state; however, he and staff would like to continue with some sort of 4th
17 of July celebration. He would like to see the fireworks continue.
18

19 Leisure Services Director Shane McAfee commented about previous 4th of July events.
20

21 Support Services Director Marc Mortensen discussed possible locations for fireworks.
22

23 Leisure Services Director Shane McAfee recommended not doing the carnival as well as
24 the games at Town Square; leaving the parade as a possibility.
25

26 Deputy Director of Arts and Events Michelle Graves talked about a possible 4k race if
27 they can make it work.
28

29 The Council indicated they would like to continue with the parade, depending on how
30 things are at that point; continuing with the fireworks; and most likely holding the 4k
31 race. They would also like the City pools to be free that day.
32

33 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

34 City Manager Adam Lenhard mentioned 2000 South improvements. He will send the
35 Council a summary and proposal.
36

37 Councilmember Randall spoke about opening the City's theaters to arts groups.
38

39 Mayor Pike commented that the City needs to be careful in opening theaters; it is a bit
40 complicated right now.
41

42 Councilmember Larkin noted May is Bike Month.
43

44 Councilmember McArthur noted the Dinosaur Museum is eager to reopen and reported
45 on the Red Hills Desert Reserve board meeting he recently attended.
46

47 Councilmember Smethurst commented golf is doing well. The City courses are in great
48 shape.
49

50 Councilmember Hughes thanked the Council for their help at SwitchPoint.
51

52 Mayor Pike reported on a cooperative agency meeting regarding the Northern Corridor;
53 it went as well as it could have. They hope to have the process finished by the end of
54 the year.

5 **ADJOURN:**

6 **MOTION:** A motion was made by Councilmember Randall to adjourn.

7 **SECOND:** The motion was seconded by Councilmember Smethurst.

8 **VOTE:** Mayor Pike called for a roll call vote, as follows:
9

10 Councilmember Hughes – aye

11 Councilmember Randall – aye

12 Councilmember Smethurst – aye

13 Councilmember McArthur – aye

14 Councilmember Larkin – aye
15

16 The vote was unanimous and the motion carried.
17
18
19
20

21 _____
Christina Fernandez, City Recorder

PRESENT VIA ZOOM:

OPENING:

DISCUSSION AND UPDATE REGARDING THE COVID-19 RESPONSE:

General Burton stated that no one has experienced anything like this unless you were alive during the Spanish Flu. The job of the government is to provide safety and security to the people. He believes the Utah Leads 2.0 plan mainly focuses on hospital utilization; trying to avoid overwhelming the hospital system. Currently, Utah is the 5th lowest state in the nation for cases, with one of the lower death rates at .97%. Last week, Utah was number 2 in the nation for testing. Statewide, only 4.7% of those tested are showing the virus. The plan is bringing in the National Guard to perform mobile testing at high risk populations such as those in long-term care facilities. The Governor will make a decision soon on whether or not he will allow Washington County to move to a yellow status.

Mayor Pike noted that Mitch Cloward, Administrator for Dixie Regional Medical Center, indicated that they have the ability to staff 89 ICU beds and have 79 ventilators.

Councilmember Hughes arrived.

City Manager Adam Lenhard advised items 7 and 12 have been removed at the request of the applicant. He provided an update on City facilities; he hopes to have City offices open by June 1st, possibly with a soft opening on Tuesday, May 26th. Staff has is ready for the transition.

Support Services Marc Mortensen outlined the steps that will be taken to protect employees and citizens.

City Manager Adam Lenhard noted there have been a lot of lessons learned throughout this situation. Staff will continue to offer electronic meetings.

5 Mayor Pike commented that there is a significant number of employees working from
6 home. Technology staff is ready to assist employees returning to City offices. He
7 noted pickleball courts will be open at Worthen Park in the morning. He also
8 mentioned that he anticipates the Governor moving Washington County to yellow
9 status.

10
11 **COMMENTS FROM THE PUBLIC:**

12 Mayor Pike explained how to get to the chat portion of the meeting for those that
13 wish to make comments.
14

15 No comments were given.
16

17 **CONSENT CALENDAR:**

- 18 a. **Consider approval of an Agreement to Purchase Real Property for a**
19 **portion of Quarry Ridge Drive from the James G. Milne Family Trust.**
20
21 b. **Consider approval of Amendment 8 to the Jviation Professional Services**
22 **Agreement for Design and Construction Management of Various Projects**
23 **at the Airport.**
24
25 c. **Consider approval of Amendment 9 to the Jviation Professional Services**
26 **Agreement for Design and Construction Management of Various Projects**
27 **at the Airport.**
28
29 d. **Consider approval for a new Hangar Lease with First West Aviation for**
30 **Lot 1C at the Airport.**
31
32 e. **Consider approval of the Financial report for March 31, 2020.**
33

34 **MOTION:** A motion was made by Councilmember Randall to approve the consent
35 calendar.

36 **SECOND:** The motion was seconded by Councilmember Smethurst.

37 **VOTE:** Mayor Pike called for a roll call vote, as follows:
38

39 Councilmember Hughes – aye
40 Councilmember Randall – aye
41 Councilmember Smethurst – aye
42 Councilmember McArthur – aye
43 Councilmember Larkin – aye
44

45 The vote was unanimous and the motion carried.
46

47 City Manager Adam Lenhard noted with regard to items b & c, many times the FAA
48 will cover approximately 90% of the cost; however, due to COVID-19, he believes
49 most of these projects will be covered 100%.
50

51 **PUBLIC HEARING/AMEND FINAL PLAT:**

52 **Public hearing and consideration of an amended final subdivision plat for**

5 **Green Valley Subdivision No. 5 because 100% of the consents from the**
6 **other lot owners within this plat submitted were not received.**
7

8 Assistant Public Works Director Wes Jenkins presented the request to amend the
9 final subdivision plat for Green Valley Subdivision No. 5. He explained this request is
10 before the Council because 100% of the consents from the other lot owners within
11 this plat submitted were not received. This is located at the intersection of Canyon
12 View Drive and Ostler Way; zoning is PD-R (for the lots being amended) and R-1-10
13 (for the remaining lots within the subdivision). He showed the plat and outlined the
14 proposed amendments after which he stated that he is not sure if there were any
15 objections or if there were no responses. They plan on having two (2) duplexes
16 while the rest is single-family.
17

18 Mayor Pike opened the public hearing and explained how to get to the chat portion of
19 the meeting. He asked if the applicant is present and if they wish to comment; Scott
20 Oakey was present but didn't want to comment unless the Council had questions.
21 There being no comment, he closed the public hearing.
22

23 **MOTION:** A motion was made by Councilmember McArthur to approve the final
24 subdivision plat for Green Valley Subdivision No. 5.

25 **SECOND:** The motion was seconded by Councilmember Larkin.

26 **VOTE:** Mayor Pike called for a roll call vote, as follows:
27

28 Councilmember Hughes – aye
29 Councilmember Randall – aye
30 Councilmember Smethurst – aye
31 Councilmember McArthur – aye
32 Councilmember Larkin – aye
33

34 The vote was unanimous and the motion carried.
35

36 **ACQUISITION THROUGH EMINENT DOMAIN:**

37 **Public meeting per Section 78B-6-504 of the Utah Code to consider whether**
38 **to approve the acquisition through eminent domain property to be used for**
39 **a roadway and temporary easement (SG-BLDR-1-7) to be used for widening**
40 **River Road in the vicinity of 1455 South River Road.**
41

42 City Manager Adam Lenhard stated that staff is working on a project to extend 1450
43 South. As part of the project, additional right-of-way is needed. This project will be
44 tied to the project to add additional turn lanes. Staff has been in contact with the
45 property owner; it is adjacent to the Popeye's restaurant. Staff is hopeful to work
46 the details out with the property owner; however, this is a formality to assist in the
47 process if the City has to proceed with eminent domain. The preference is to
48 negotiate with the property owner.
49

50 City Attorney Shawn Guzman added that the City's representative tried many times
51 for several months to get the property owner to respond; they did with a high
52 number. This action was taken to get a response; however, they have responded

5 this week. He is hoping to resolve this issue without taking further steps. He
6 explained, this is property that the City previously owned. It was returned to the
7 previous property owner and are now the City is trying to reacquire it.
8

9 Mayor Pike asked in the owner was present and if he/she would like to comment. No
10 response was given.
11

12 **MOTION:** A motion was made by Councilmember Randall to approve the
13 acquisition of this property through eminent domain, if needed to
14 move forward with the roadway and temporary easement project.

15 **SECOND:** The motion was seconded by Councilmember Smethurst.

16 **VOTE:** Mayor Pike called for a roll call vote, as follows:
17

18 Councilmember Hughes – aye
19 Councilmember Randall – aye
20 Councilmember Smethurst – aye
21 Councilmember McArthur – aye
22 Councilmember Larkin – aye
23

24 The vote was unanimous and the motion carried.
25

26 **RESOLUTION AUTHORIZING ASSISTANCE FOR THE RIVERWALK AFFORDABLE**
27 **HOUSING PROJECT:**

28 **Consider approval of a resolution authorizing assistance to the Riverwalk**
29 **Affordable Housing project in the form of additional impact fee credits.**
30

31 Economic Development and Housing Director Shirlyne Quayle explained Riverwalk
32 Village Development LLC and the City previously entered an Agreement to Defer
33 Impact Fees related the affordable housing units known as Riverwalk Village. The
34 agreement provided among other things that the City would defer impact fees
35 related to the Development in the amount \$316,622.46 with, \$146,888.46 allocated
36 to the electrical service impact fee. Developer has elected to increase the electrical
37 service to the Development which will increase the electrical impact fee by
38 \$24,481.41. This resolution authorizes additional impact fee credits in the amount of
39 \$24,481.41.
40

41 **MOTION:** A motion was made by Councilmember Randall to approve the
42 resolution authorizing assistance to the Riverwalk Affordable Housing
43 project in the form of impact fee credits in the amount of \$24,481.41.

44 **SECOND:** The motion was seconded by Councilmember Hughes.

45 **VOTE:** Mayor Pike called for a roll call vote, as follows:
46

47 Councilmember Hughes – aye
48 Councilmember Randall – aye
49 Councilmember Smethurst – aye
50 Councilmember McArthur – aye
51 Councilmember Larkin – aye
52

5 The vote was unanimous and the motion carried.
6

7 **RESOLUTION ADOPTING THE FISCAL YEAR 2020-2021 BUDGET:**

8 **Consider approval of a resolution accepting and adopting the Preliminary**
9 **Fiscal Year 2020-2021 Budget of the City of St. George and to set the dates**
10 **for the required public hearings.**
11

12 City Manager Adam Lenhard thanked Budget and Financial Planning Manager Deanna
13 Brklacich and her staff for preparing the budget. He noted the Government Financial
14 Officer's Association awarded the City with the Distinguished Budget Presentation
15 Award. The award is intended to recognize budgets that go above and beyond in
16 assisting the public to be able to read and interpret the budget.
17

18 Budget and Financial Planning Manager Deanna Brklacich stated that State Law
19 requires the recommended budget to be presented to the Mayor & City Council on or
20 before the first regular meeting in May of each year; and to adopt the final budget on
21 or before June 30th of each year. She noted the preliminary budget is a combined
22 total of \$302,961,978; a \$50 million decrease from the current year's budget. The
23 proposed General Fund budget is \$70,212,000; a \$7.15 million decrease from the
24 current year's budget, about a 9% decrease in cutting expenditures because of
25 reduced revenues due to COVID19. The City will pull approximately \$200,000 from
26 the appropriated fund balance to make the fund balance next year, the amount is
27 less than one quarter of 1% from the fund balance. She outlined the composition of
28 the budget and the requested fee increases after which she recommended approval
29 of the resolution to accept and adopt the Preliminary Fiscal Year 2020-2021 Budget
30 and to set the public hearing dates for the final budget as June 4th and June 18th,
31 2020. The budget is on the City's website.
32

33 City Manager Adam Lenhard commented all compensation increases have been
34 removed from the preliminary budget. For the most part, employees are grateful to
35 still have a job since some in the community have lost theirs.
36

37 **MOTION:** A motion was made by Councilmember McArthur to approve the
38 resolution accepting and adopting the Preliminary Fiscal Year 2020-
39 2021 Budget and to set the dates for the required public hearings for
40 June 4th and June 18th, 2020.

41 **SECOND:** The motion was seconded by Councilmember Randall.

42 **VOTE:** Mayor Pike called for a roll call vote, as follows:
43

44 Councilmember Hughes – aye
45 Councilmember Randall – aye
46 Councilmember Smethurst – aye
47 Councilmember McArthur – aye
48 Councilmember Larkin – aye
49

50 The vote was unanimous and the motion carried.
51
52

5 **ZONE CHANGE/ORDINANCE:**

6 **Consider approval of an ordinance for a zone change amendment to the Sun**
7 **River Commons commercial centers PD-C (Planned Development**
8 **Commercial) zone to approve a credit union generally located at the corner**
9 **of Sun River Parkway and Arrowhead Canyon Drive.**

10
11 Planner Ray Snyder presented the request to change the zone amendment to the
12 Sun River Commons Commercial Center PD-C to approve a credit union generally
13 located at the corner of Sun River Parkway and Arrowhead Canyon Drive. He
14 provided a PowerPoint presentation covering the following topics: site plan; and
15 elevations. The Planning Commission recommended approval with routine
16 comments.

17
18 Representative for the applicant Eric Malberg thanked staff for their efforts.
19

20 **MOTION:** A motion was made by Councilmember Smethurst to approve the
21 ordinance for a zone change amendment to the Sun River Commons
22 Commercial Centers PD-C zone to allow a credit union generally
23 located at the corner of Sun River Parkway and Arrowhead Canyon
24 Drive.

25 **SECOND:** The motion was seconded by Councilmember Randall.

26 **VOTE:** Mayor Pike called for a roll call vote, as follows:
27

28 Councilmember Hughes – aye
29 Councilmember Randall – aye
30 Councilmember Smethurst – aye
31 Councilmember McArthur – aye
32 Councilmember Larkin – aye
33

34 The vote was unanimous and the motion carried.
35

36 **AMEND GENERAL PLAN/ORDINANCE:**

37 **Consider approval of an ordinance changing the General Plan land use map**
38 **on the subject property from HDR (High Density Residential) to MDR**
39 **(Medium Density Residential) and LDR (Low Density Residential) to COM**
40 **(Commercial). The property is generally located west of master planned**
41 **Southern Hills Drive and north of White Dome Drive.**
42

43 Planner Dan Boles presented the request to change the General Plan land use map
44 from HDR to MDR and LDR to COM on property generally located west of the master
45 planned Southern Hills Drive and north of White Dome Drive. He provided a
46 PowerPoint presentation covering the following topics: zoning map; current land use
47 map; and proposed land use map. The Planning Commission recommended
48 approval.
49

50 Applicant Brett Burgess thanked staff and the Mayor and Council for keeping the City
51 going. He noted staff has been amazing to work with. They originally thought this
52 parcel would be HDR; however, they now believe MDR would fit better. The plan is

5 to continue with HDR closer to the industrial area. After being asked by
6 Councilmember Larkin, Mr. Burgess outlined the plan for the proposed roadway and
7 spoke about the plan for commercial near exit 7.
8

9 Councilmember McArthur inquired about the plan for the on/off ramp in this area.
10

11 Mr. Burgess noted this has been discussed but it has been a challenge. He sees the
12 need and advantages in connecting Little Valley. This would be a massive
13 undertaking.
14

15 A discussion took place regarding the connectivity in the area and a future proposed
16 UDOT interchange.
17

18 **MOTION:** A motion was made by Councilmember Hughes to approve the
19 ordinance changing the General Plan as described.

20 **SECOND:** The motion was seconded by Councilmember Randall.

21 **VOTE:** Mayor Pike called for a roll call vote, as follows:
22

23 Councilmember Hughes – aye
24 Councilmember Randall – aye
25 Councilmember Smethurst – aye
26 Councilmember McArthur – aye
27 Councilmember Larkin – aye
28

29 The vote was unanimous and the motion carried.
30

31 **ORDINANCE ESTABLISHING LAND USE DESIGNATIONS:**

32 **Consider approval of an ordinance establishing Land Use designations on**
33 **recently annexed property located southeast of the Southern Parkway**
34 **Interchange #7. Approval of the amendment would establish the property**
35 **as a mix of LDR (Low Density Residential), MDR (Medium Density**
36 **Residential), and FP (Flood Plain) land uses.**
37

38 Planner Dan Boles presented the request to establish land use designation on a
39 recently annexed property. This request is for a General Plan amendment for LDR
40 (Low Density Residential), MDR (Medium Density Residential), and FP (Flood Plain)
41 land uses. The property was recently annexed into the City (11/7/2019). Upon
42 annexation the property was automatically zoned A-20 (Agriculture 20 acres
43 minimum), but the land must be assigned general plan land uses. He provided a
44 PowerPoint presentation covering the following topics: current zoning and general
45 plan; and proposed general plan. The Planning Commission recommended approval.
46

47 Applicant Curt Gordon explained this area is not part of the Desert Canyons master
48 plan. He outlined access and connection for the development and noted there will be
49 approximately 500 homes. After being asked by Councilmember Smethurst, Mr.
50 Gordon spoke about the flood plain area; he noted it is in Arizona.
51
52

5 Councilmember McArthur commented that he would rather see this area come in
6 smaller chunks, maybe Planned Development Residential (PD-R).
7

8 Community Development Director John Willis stated that staff would recommend PD-
9 R. There is still an opportunity for the Council to zone it as PD-R when it returns for
10 a zone change.
11

12 Mr. Gordon outlined the mix of density in the area.
13

14 **MOTION:** A motion was made by Councilmember Randall to approve the
15 ordinance establishing Land Use designations on recently annexed
16 property located southeast of the Southern Parkway Interchange #7;
17 establishing the property as a mix of Low Density Residential, Medium
18 Density Residential, and Flood Plain land uses.

19 **SECOND:** The motion was seconded by Councilmember Smethurst.

20 **VOTE:** Mayor Pike called for a roll call vote, as follows:
21

22 Councilmember Hughes – aye
23 Councilmember Randall – aye
24 Councilmember Smethurst – aye
25 Councilmember McArthur – aye
26 Councilmember Larkin – aye
27

28 The vote was unanimous and the motion carried.
29

30 **PRELIMINARY PLAT:**

31 **Consider approval of a preliminary plat for a 6-lot residential subdivision**
32 **called Monte Vista Estates located at the southeast corner of the**
33 **intersection of 3210 East and 2000 South.**
34

35 Assistant Public Works Director Wes Jenkins presented the preliminary plat for Monte
36 Vista Estates, a 6-lot residential subdivision located at the southeast corner of the
37 intersection of 3210 East and 2000 South. He showed and outlined the preliminary
38 plat. When the neighboring church was developed, the City entered into an
39 agreement regarding the construction of 3210 East; staff will let the church know it
40 is ready to be constructed.
41

42 Councilmember Hughes noted this project will link the curb and gutter in the area
43 from 3000 East to the schools.
44

45 **MOTION:** A motion was made by Councilmember Randall to approve the
46 preliminary plat for Monte Vista Estates.

47 **SECOND:** The motion was seconded by Councilmember Hughes.

48 **VOTE:** Mayor Pike called for a roll call vote, as follows:
49

50 Councilmember Hughes – aye
51 Councilmember Randall – aye
52 Councilmember Smethurst – aye

5 Councilmember McArthur – aye
6 Councilmember Larkin – aye
7

8 The vote was unanimous and the motion carried.
9

10 **APPOINTMENT:**

11 Mayor Pike recommended appointing Kenny Miller to the St. George Housing
12 Authority Board.
13

14 **MOTION:** A motion was made by Councilmember Hughes to appoint Kenny Miller
15 to the St. George Housing Authority Board.

16 **SECOND:** The motion was seconded by Councilmember Larkin.

17 **VOTE:** Mayor Pike called for a roll call vote, as follows:
18

19 Councilmember Hughes – aye
20 Councilmember Randall – aye
21 Councilmember Smethurst – aye
22 Councilmember McArthur – aye
23 Councilmember Larkin – aye
24

25 The vote was unanimous and the motion carried.
26

27 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

28 Councilmember Larkin noted May is Bike Month.
29

30 Because Councilmember Hughes missed the first part of the meeting; Mayor Pike
31 outlined the plan for COVID-19.
32

33 **ADJOURN TO CLOSED SESSION:**

34 **MOTION:** A motion was made by Councilmember Smethurst to adjourn to a
35 closed session to discuss potential property sale and a personnel
36 matter.

37 **SECOND:** The motion was seconded by Councilmember Randall.

38 **VOTE:** Mayor Pike called for a roll call vote, as follows:
39

40 Councilmember Hughes – aye
41 Councilmember Randall – aye
42 Councilmember Smethurst – aye
43 Councilmember McArthur – aye
44 Councilmember Larkin – aye
45

46 The vote was unanimous and the motion carried.
47

48 **ADJOURN:**

49 **MOTION:** A motion was made by Councilmember Randall to adjourn.

50 **SECOND:** The motion was seconded by Councilmember Larkin.

51 **VOTE:** Mayor Pike called for a vote, as follows:
52

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2 May 7, 2020
3 Page Ten
4

5 Councilmember Hughes – aye
6 Councilmember Randall – aye
7 Councilmember Smethurst – aye
8 Councilmember McArthur – aye
9 Councilmember Larkin – aye
10

11 The vote was unanimous and the motion carried.
12
13

14 _____
15 Christina Fernandez, City Recorder

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**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
MAY 14, 2020 4:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
City Manager Adam Lenhard via ZOOM
Deputy City Attorney Paula Houston via ZOOM
City Recorder Christina Fernandez

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The invocation was offered by Reverend Alex Wilkie and the Pledge of Allegiance to the Flag was led by Councilmember Smethurst.

ORDINANCE REPEALING TITLE 2, CHAPTER 2, SECTION 3 OF CITY CODE:

Consider approval of an ordinance repealing Title 2, Chapter 2, Section 3 Employee Appeal Board; Created; Composition.

City Manager Adam Lenhard explained this ordinance will repeal the portion of City code to match the policy the previously approved by the Council. This applies to employee appeals due to discipline. The best practice is to have them go before a third party, hearing officer.

Deputy City Attorney Paula Houston noted this is a cleanup matter. This provision sets up the process for the board. This section is no longer applicable as there will be now be a hearing officer rather than a board.

MOTION: A motion was made by Councilmember Randall to approve the ordinance repealing Title 2, Chapter 2, Section 3 Employee Appeal Board; Created; Composition.

SECOND: The motion was seconded by Councilmember Smethurst.

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

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

RESOLUTION APPROVING AMENDMENTS TO THE FLEXIBLE SPENDING ACCOUNT PLAN:

Consider approval of a resolution approving amendments to the Flexible Spending Account Plan.

Human Resources Director Sharon Hokanson explained these amendments to the Flexible Spending Account Plan allow for reimbursement of expenditures not

5 previously covered now are authorized for reimbursement under the CARES ACT.
6 The changes are retroactive to January 1st, 2020.
7

8 **MOTION:** A motion was made by Councilmember Smethurst to approve the
9 resolution approving amendments to the Flexible Spending Account
10 Plan.

11 **SECOND:** The motion was seconded by Councilmember McArthur.

12 **VOTE:** Mayor Pike called for a roll call vote, as follows:
13

14 Councilmember Hughes – aye
15 Councilmember Randall – aye
16 Councilmember Smethurst – aye
17 Councilmember McArthur – aye
18 Councilmember Larkin – aye
19

20 The vote was unanimous and the motion carried.
21

22 **DISCUSSION REGARDING THE FISCAL YEAR 2020-2021 BUDGET:**

23 City Manager Adam Lenhard explained a number of the department heads will be
24 presenting their budgets tonight. As previously mentioned, budgets will be tighter
25 this year as staff anticipates a decrease in revenues.
26

27 Leisure Services Director Shane McAfee spoke about the Fiscal Year 2020-2021
28 Budgets for his divisions – they are approximately 15% below the current Fiscal
29 Year. He explained how COVID-19 has affected the divisions within his department.
30 A number of the Dixie Center employees that the City employs have been absorbed
31 within other departments throughout the City while some of the Washington County
32 staff have been laid off or furloughed. He then reviewed the Capital Projects
33 requested in the Fiscal Year 2020-2021 Budget. The City Pool and Thunder Junction
34 will be open this Saturday; however, the train will not be open until May 26th.
35

36 Support Services Marc Mortensen provided an update on Facilities Maintenance
37 projects currently underway after which he outlined the Fiscal Year 2020-2021
38 preliminary budget for this division. He then reviewed current projects and the
39 preliminary budget for Technology Services and Golf divisions. After being asked by
40 Councilmember McArthur he provided an update on the City's leases for the
41 temporary office spaces that were going to be used during the City Hall remodel
42 which has been put on hold. He spoke about the acquisition of the AWI building on
43 Red Hills Parkway.
44

45 Community Development Director John Willis outlined how COVID-19 has affected
46 the divisions in the Community Development Department. He spoke about the Fiscal
47 Year 2020-2021 preliminary budget for his department. After being asked by
48 Councilmember Randall he explained his staff is looking into the temporary raising of
49 hogs.
50

51 Human Resources Sharon Hokanson outlined changes to salaries and benefits for
52 City employees. After being asked by Mayor Pike, Ms. Hokanson explained how part
53 time employees have been affected during the COVID-19 pandemic.
54
55
56

5 Administrative Services Director Trevor Coombs thanked the budget committee for
6 their hard work. He then outlined how COVID-19 has impacted his department and
7 the Fiscal Year 2020-2021 preliminary budget for his department.
8

9 Economic Development and Housing Director Shirlayne Quayle outlined the Fiscal
10 Year 2020-2021 preliminary budget for her department. She provided an update on
11 SwitchPoint, homelessness, and the Housing Action Coalition.
12

13 A discussion took place regarding upcoming events and COVID-19 updates.
14

15 Budget and Financial Planning Manager Deanna Brklacich stated it has been difficult
16 for departments to cut their budgets. Staff is optimistic that they can have budget
17 openings during the year to bring back some of the projects that may need to move
18 forward.
19

20 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

21 Councilmember Hughes mentioned that the Housing Authority is doing well and he
22 reported on the Flood Control Board meeting he recently attended.
23

24 Councilmember McArthur reported on the recent Solid Waste Board meeting they
25 attended.
26

27 After being asked by Mayor Pike, Administrative Services Director Trevor Coombs
28 voiced his opinion on the Solid Waste Board bill themselves for collection rather than
29 the municipalities.
30

31 Councilmember Larkin noted some of the non-profits in the community are beginning
32 to feel losses due to COVID-19 and that the Dove Center is using best practices
33 during this time.
34

35 Mayor Pike stated that the Department Heads are doing an amazing job. He outlined
36 the plan for reopening City offices to the public. Regarding active transportation, he
37 sent a letter to UDOT to partner in building an underpass near Main Street and Bluff
38 Street and Black Ridge Drive; Public Works Director Cameron Cutler found a source
39 of funds.
40

41 **ADJOURN:**

42 **MOTION:** A motion was made by Councilmember Smethurst to adjourn.

43 **SECOND:** The motion was seconded by Councilmember Larkin.

44 **VOTE:** Mayor Pike called for a vote, as follows:
45

46 Councilmember Hughes – aye
47 Councilmember Randall – aye
48 Councilmember Smethurst – aye
49 Councilmember McArthur – aye
50 Councilmember Larkin – aye
51

52 The vote was unanimous and the motion carried.
53
54

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
MAY 21, 2020 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

Mayor Jon Pike
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
City Manager Adam Lenhard
City Attorney Shawn Guzman
City Recorder Christina Fernandez

EXCUSED:

Councilmember Jimmie Hughes
Councilmember Michele Randall

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The invocation was offered by Ralph Atkin from The Church of Jesus Christ of Latter-day Saints and the Pledge of Allegiance to the Flag was led by Councilmember McArthur.

Mayor Pike mentioned that since there are only three (3) Councilmembers present, the approval needs to be unanimous to pass. He also mentioned during the recent Mayor's association meeting, they chose to create a Proclamation for all graduating seniors who have missed out on a formal graduation; he read the Proclamation.

Mayor Pike called for a motion to adoption the Proclamation.

MOTION: A motion was made by Councilmember Larkin to approve the resolution in support of high school seniors.

SECOND: The motion was seconded by Councilmember Smethurst.

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

Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

CONSENT CALENDAR:

- a. Consider approval of an agreement to purchase 0.92 acres of property and 5.20 acres of municipal easement along the Virgin River north of Sun River from the Lalonni G. Anderson Family Trust and Darren J. Coughlin Trust (50/50).
- b. Consider approval of a Property Exchange Agreement with City and Dixie Power for the new Dixie Power substation by the Wastewater Treatment facility and accompanying Quitclaim Deeds and Easements.

5 **c. Consider approval of a Reimbursement Agreement with Quality**
6 **Excavation for the installation of a waterline in the White Sands Phase V**
7 **Subdivision.**
8

9 **d. Consider approval of the Financial report for April 2020.**
10

11 **MOTION:** A motion was made by Councilmember McArthur to approve the
12 consent calendar.

13 **SECOND:** The motion was seconded by Councilmember Larkin.

14 **VOTE:** Mayor Pike called for a vote, as follows:
15

16 Councilmember Smethurst – aye

17 Councilmember McArthur – aye

18 Councilmember Larkin – aye
19

20 The vote was unanimous and the motion carried.
21

22 **PRESENTATION REGARDING THE CLOSING SALE OF BONDS FOR THE**
23 **WASTEWATER TREATMENT PLANT:**

24 Jason Burningham with Lewis Young Robertson and Burningham presented a
25 PowerPoint presentation covering the following topics: \$36,090,000 Wastewater
26 Treatment Revenue Bonds Series 2020; U.S. Treasury Note Index 10-year historic
27 perspective (May 2010 - May 2020); Bond Buyer Invoices - historic perspective (May
28 2010 - May 2020); Municipal Market Index and Benchmarks; Order period summary;
29 Summary of investors; and Financing summary and overview of Series 2020 Bond
30 Sale and final debt service calculations.
31

32 Mayor Pike noted the City uses Mr. Burningham and his firm because they do such a
33 great job.
34

35 The Mayor and Council thanked Mr. Burningham and City staff for their efforts.
36

37 Water Services Director Scott Taylor provided an update on the Wastewater
38 Treatment Plant expansion project.
39

40 **PUBLIC HEARING/AMEND THE FISCAL YEAR 2019-20 BUDGET/RESOLUTION:**
41 **Public hearing and resolution to review and approve amendments to the**
42 **Fiscal Year 2019-20 Budget.**
43

44 Budget and Financial Planning Manager Deanna Brklacich outlined the amendments
45 to the Fiscal Year 2019-20 Budget as follows: 1) To fund the costs to renovate and
46 equip Fire Station #6 (2450 E.) to be a full-time fire station in order to enhance
47 coverage in the Mall Drive area which is currently experiencing high growth; 2) To
48 increase the Police Dept.'s budget due to various unforeseen costs of unexpected
49 retirements, achieving a level of being fully staffed which reduces turnover lag
50 funding; increase in part-time hours due to COVID19; increases in telephone costs
51 due moving to a plan which separates cellular hot spots as standalone as opposed to
52 a combination phone/hot spots for patrol officers; and additional one-time expenses
53 from taking in several horses at the animal shelter; 3) To increase the Adult Sports

5 divisions budget by \$61,800 for anticipated expenditures over budgeted amounts
6 directly related to the increase participation in our Pickleball / Tennis Leagues,
7 Clinics, Lessons, and Tournaments. The increased budget will be funded by an
8 increase in revenues of \$68,750 from these activities.; 4) To increase individual
9 General Fund department budgets for the actual sick-leave conversion amounts in
10 January 2020 which were budgeted in the Debt Service & Transfers budget as a
11 tentative amount since FY2020 is the first year for reinstatement of this
12 compensation program; 5) To adjust the original budgeted Sick-Leave conversion
13 amount of \$432,000 to \$0 (zero) as the budget has been reallocated to individual
14 General Fund departments based upon actual amounts of \$102,100; 6) To re-
15 allocate funds originally budgeted for a secondary access road for George
16 Washington Academy, to fund a safe-path-to-school pedestrian walking path on
17 Bloomington Hills Drive instead; 7) To budget emergency funds to contribute to the
18 Greater Together Business Resiliency Fund to assist local businesses to stay open
19 and pay their employees during the economic downturn caused by the COVID19
20 pandemic; 8) To budget for an interfund loan from the General Economic
21 Development Projects Fund to the Central Business District CDA which has not yet
22 been invoked and therefore is not creating tax increment revenues; however, the
23 CDA is contractually obligated to reimburse City View Developers for \$200,000 in
24 improvements, plus change orders requested by the City for \$204,113. The interfund
25 loan will be repaid by the Central Business District CDA once the CDA is invoked (in
26 FY2022) and generating revenues. (See also RDA budget opening #4); 9) To budget
27 for furnishings and site improvements within the City-owned public gathering spaces
28 and pedestrian corridor in the Main Street and City View area; 10) To increase the
29 budget for the Sand Hollow Aquatics Center (SHAC) from \$1,083,000 to \$1,390,000
30 due to actual bids and costs exceeding engineers estimates and a change order for
31 \$70,000 to re-paint the trusses to protect from corrosion; 11) To increase the
32 budget for the Virgin River South Trail from Rustic Trailhead to Springs Park due to
33 combining the trail project and two erosion protects into one project which increased
34 a few costs, and also due to adding railing to the project. The increase is funded by
35 impact fees which are projected to exceed the original budgeted revenues amount;
36 12) To increase the budget for three new small flood control projects which will be
37 constructed and managed by the City but fully reimbursed by the Washington County
38 Flood Control Authority (WCFA). The projects include Southgate Golf Course
39 Vegetation Management (\$20,000), Virgin River Blackberry Court (\$91,500), and
40 Sunbrook Golf Course Sediment Removal (\$32,000); 13) To move the City Hall
41 expansion and Police Building expansion projects back out of the MBA and into the
42 General Capital Projects Fund since the projects have been cancelled due to
43 COVID19 pandemic and economic downturn; and therefore the CIB Bond has been
44 cancelled and we are no longer required to expend the projects through our MBA
45 fund. The budgets for the projects have likewise been adjusted to account for only
46 the professional design and bid plan fees anticipated to be incurred through FY2020
47 (City Hall \$500,000; Police Building \$100,000; Parking Structure \$100,000). Funds
48 are also budgeted at \$160,000 for the two buildings the city had leased to
49 accommodate the temporary relocation of City Hall employees as well as the
50 purchase of network equipment that can be reallocated to other city facilities; 14) To
51 increase the budget for the Dispatch Center Relocation project from \$1,550,000 to
52 \$1,722,500 for 1) \$80,500 costs above budget for consoles and misc. change orders
53 for E911 Center; and 2) \$92,000 for upgrades requested for I.T. division and Leisure

5 Services division; and 15) The City's match of 9.15% for the Airport Runway
6 Reconstruction project was budgeted from both PFC funds and from the fund balance
7 in the Sales Tax Road Bond funds; however PFC funds have been higher than
8 anticipated over the past few years and are enough to cover the City's full 9.15%
9 match. Budget adjustment is to increase the match amount coming from the PFC
10 funds and reduce the amount coming from the Sales Tax Road Bonds accordingly.
11

12 After being asked by Councilmember McArthur, Support Services Marc Mortensen
13 explained the reason for item 10 - To increase the budget for the Sand Hollow
14 Aquatics Center (SHAC) from \$1,083,000 to \$1,390,000 due to actual bids and costs
15 exceeding engineers estimates and a change order for \$70,000 to re-paint the
16 trusses to protect from corrosion.
17

18 Mayor Pike opened the public hearing and explained how to get to the chat portion of
19 the meeting. There being no comment, he closed the public hearing.
20

21 **MOTION:** A motion was made by Councilmember Smethurst to approve the
22 resolution amending the Fiscal Year 2019-20 Budget as outlined.

23 **SECOND:** The motion was seconded by Councilmember McArthur.

24 **VOTE:** Mayor Pike called for a roll call vote, as follows:
25

26 Councilmember Smethurst – aye

27 Councilmember McArthur – aye

28 Councilmember Larkin – aye
29

30 The vote was unanimous and the motion carried.
31

32 **ADJOURN TO THE NEIGHBORHOOD REDEVELOPMENT AGENCY OF THE CITY OF ST**
33 **GEORGE:**

34 **MOTION:** A motion was made by Councilmember McArthur to adjourn from the
35 City Council meeting and convene in the Redevelopment Agency
36 meeting.

37 **SECOND:** The motion was seconded by Councilmember Larkin.

38 **VOTE:** Mayor Pike called for a vote, as follows:
39

40 Councilmember Smethurst – aye

41 Councilmember McArthur – aye

42 Councilmember Larkin – aye
43

44 The vote was unanimous and the motion carried.
45

46 The City Council meeting reconvened following the Neighborhood Redevelopment
47 Agency meeting.
48

49 **AMEND TITLE 2, CHAPTER 1 OF CITY CODE/ORDINANCE:**

50 **Consider approval of an ordinance amending Title 2, Chapter 1 of City code**
51 **as it relates to Planning Commission's powers and duties.**
52
53

5 City Attorney Shawn Guzman outlined the proposed changes to Chapter 2 of City
6 code as follows: Lines 39 and 40 through 43 and 44 tracks changes made in state
7 law; line 54 states that a land use applicant that can appeal is only an adversely
8 affected party; line 60 refers to state code for definition of adversely affected party;
9 line 65 clarifies the roll of the Planning Commission; line 68 states that the city
10 council, in its sole discretion, may consider the Planning Commission's failure to
11 make a timely recommendation as a negative recommendation, if the planning
12 commission fails to take action on an item within 60 days from the hearing date. If
13 an applicant has requested that the planning commission not take action on an item,
14 the 60 day limit is tolled until the applicant makes a written request for planning
15 commission consideration, again starting the 60 day time limit; lines 73, 74 and 75;
16 regarding General Plan, the Planning Commission makes a recommendation and the
17 City Council still has the ability to make whatever decision they deem appropriate;
18 line 83, he would like amend it to say that "After public hearings, the commission
19 may make a recommendation adopt or amend the general plan, and shall forward its
20 recommendations to the city council"; and to clarify that the City Council has the
21 clear authority to adopt any element of the proposed general plan or amendments
22 and provide suggestions to the Planning Commission for their review and
23 recommendation.
24

25 **MOTION:** A motion was made by Councilmember Larkin to approve the
26 ordinance amending Title 2, Chapter 1 of City code as it relates to the
27 Planning Commission's power and duties including the changes
28 mentioned by the City Attorney on lines 83 and 84.

29 **SECOND:** The motion was seconded by Councilmember Smethurst.

30 **VOTE:** Mayor Pike called for a roll call vote, as follows:
31

32 Councilmember Smethurst – aye

33 Councilmember McArthur – aye

34 Councilmember Larkin – aye
35

36 The vote was unanimous and the motion carried.
37

38 **HILLSIDE DEVELOPMENT PERMIT:**

39 **Consider a request for a Hillside Development Permit to allow development**
40 **of an 18-lot single family housing subdivision to be called Desert Reserve**
41 **Phase 1 on 3.97 acres located east of the proposed Desert Cliffs residential**
42 **project. This area is a part of the Desert Canyons Master Plan; zoning is PD-**
43 **R (Planned Development Residential).**
44

45 Assistant Public Works Director Wes Jenkins presented for a Hillside Development
46 Permit to allow development of an 18-lot single family housing subdivision to be
47 called Desert Reserve Phase 1 on 3.97 acres located east of the proposed Desert
48 Cliffs residential project. He provided a PowerPoint presentation covering the
49 following topics: project map; and preliminary plat.
50

51 **MOTION:** A motion was made by Councilmember Smethurst to approve the
52 Hillside Development permit to allow development of an 18-lot single
53

5 family housing subdivision to be called Desert Reserve Phase 1 on 3.97
6 acres located east of the proposed Desert Cliffs residential project.

7 **SECOND:** The motion was seconded by Councilmember Larkin.
8 **VOTE:** Mayor Pike called for a vote, as follows:
9

10 Councilmember Smethurst – aye
11 Councilmember McArthur – aye
12 Councilmember Larkin – aye
13

14 The vote was unanimous and the motion carried.
15

16 **PRELIMINARY PLAT:**

17 **Consider approval of a preliminary plat for Desert Reserve Phase 1, an 18-**
18 **lot residential subdivision located south of the future extension of Desert**
19 **Canyons Parkway and west of Broken Rock Way, approximately 6100 South**
20 **and 4200 East.**
21

22 Assistant Public Works Director Wes Jenkins presented the preliminary plat for
23 Desert Reserve Phase 1, an 18-lot residential subdivision is located within the Desert
24 Canyons development south of the future extension of Desert Canyons Parkway and
25 west of Broken Rock Way, approximately 6100 South and 4200 East. He showed
26 and outlined the preliminary plat.
27

28 **MOTION:** A motion was made by Councilmember McArthur to approve the
29 preliminary plat for Desert Reserve Phase 1.

30 **SECOND:** The motion was seconded by Councilmember Larkin.

31 **VOTE:** Mayor Pike called for a vote, as follows:
32

33 Councilmember Smethurst – aye
34 Councilmember McArthur – aye
35 Councilmember Larkin – aye
36

37 The vote was unanimous and the motion carried.
38

39 A discussion took place regarding drainage issues and who makes sure the drainage
40 areas are built correctly and who maintains them. It is the responsibility of the City
41 that the drainage basins are built to the approved plans. One of the issues is that
42 not all landowners build at the same time.
43

44 **PRELIMINARY PLAT:**

45 **Consider approval of the preliminary plat for Auburn Hills Phase 14, a 40-lot**
46 **residential subdivision located at the intersection of Fire Sky Drive and**
47 **Carnelian Parkway.**
48

49 Assistant Public Works Director Wes Jenkins presented the preliminary plat for
50 Auburn Hills Phase 14, a 40-lot residential subdivision located within the Desert Color
51 development at the intersection of Fire Sky Drive and Carnelian Parkway. He
52 showed and outlined the preliminary plat.
53

5 **MOTION:** A motion was made by Councilmember Larkin to approve the
6 preliminary plat for Auburn Hills Phase 14.

7 **SECOND:** The motion was seconded by Councilmember McArthur.

8 **VOTE:** Mayor Pike called for a vote, as follows:
9

10 Councilmember Smethurst – aye

11 Councilmember McArthur – aye

12 Councilmember Larkin – aye
13

14 The vote was unanimous and the motion carried.
15

16 **PRELIMINARY PLAT:**

17 **Consider approval of a preliminary plat for Southbridge Center Phase 1, a 6-**
18 **lot commercial subdivision located at the southeast corner of 1450 South**
19 **and River Road.**
20

21 Assistant Public Works Director Wes Jenkins presented the preliminary plat for
22 Southbridge Center Phase 1, a 6-lot commercial subdivision located at the southeast
23 corner of 1450 South and River Road. He showed and outlined the preliminary plat.
24 Before the plat is recorded, they will need to merge two lots so there is access for
25 the entire parcel.
26

27 **MOTION:** A motion was made by Councilmember Smethurst to approve the
28 preliminary plat for Southbridge Center Phase 1 with the condition to
29 merge the parcels for access.

30 **SECOND:** The motion was seconded by Councilmember Larkin.

31 **VOTE:** Mayor Pike called for a vote, as follows:
32

33 Councilmember Smethurst – aye

34 Councilmember McArthur – aye

35 Councilmember Larkin – aye
36

37 The vote was unanimous and the motion carried.
38

39 **REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:**

40 City Manager Adam Lenhard noted May is Bike Month. He noted an update he is
41 sending to City employees regarding COVID19.
42

43 Mayor Pike noted the St. George Musical Theater is opening soon, Stage Door is
44 working on reopening; they will need to be aware of the Governor's plan and all of its
45 appendices. He reported on the MPO meeting he recently attended and an upcoming
46 DTEC public meeting being held in June. The Missing Trail will open on Friday June
47 12th at 8:00 am.
48

49 Councilmember Larkin reported on the recent board meeting for the Children's
50 Museum.
51
52
53

5 Communications Director David Cordero spoke about Memorial Day events that will
6 not be taking place on this year; however, Sun River will be doing a scaled back
7 event.
8

9 Councilmember Smethurst commented that he spent the morning with Lt. Fuller at
10 the Temple Springs Nature Park. He has lived her for almost 50 years and did not
11 know it was there. The park needs a bit of work, but he believes this would be a
12 great asset to nearby residents and DSU students.
13

14 **ADJOURN:**

15 **MOTION:** A motion was made by Councilmember Smethurst to adjourn.

16 **SECOND:** The motion was seconded by Councilmember Larkin.

17 **VOTE:** Mayor Pike called for a vote, as follows:
18

19 Councilmember Smethurst – aye

20 Councilmember McArthur – aye

21 Councilmember Larkin – aye
22

23 The vote was unanimous and the motion carried.
24
25
26
27

28 _____
29 Christina Fernandez, City Recorder

DRAFT

Agenda Item Number : 04

Request For Council Action

Date Submitted 06/01/2020 03:05 PM

**Proposed City Council
Date** 06/04/2020

Applicant Robert Stoker

Subject Consider approval of an ordinance amending Title 5, Chapter 3, Section 7 of City code, Fireworks and Other Ignition Source Restrictions.

Background Each year the city is required to identify areas of the city which are a fire hazard, identify those areas on a map and have the council approve the area for restricting fireworks and other ignition sources from being used in those areas. In addition, the code needs to be amended to bring it into compliance with changes to the state law and remove sections that duplicate state law . The primary change is removing the section that makes this violation a class B misdemeanor as the state law now makes it an infraction.

Proposed Resolution Approve the amendments to the ordinance and adoption of the restrictions shown on the map.

Cost \$

Action Taken

Requested by Paula Houston

File Attachments

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING/ENACTING TITLE 5 CHAPTER 3 SECTION 7 AND
ADOPTION OF PROHIBITED USE OF IGNITION SOURCES/FIREWORKS MAP**

WHEREAS, the City has legal authority, pursuant to Title 3, Chapter 8, Section 47, Utah Code Annotated, as amended, Title 53, Chapter 7, Part 2, Utah Code Annotated, as amended (“Utah Fire Prevention and Safety Act” or “Act”), and Title 15A, Chapter 5, section 202.5, to prohibit the ignition or use of any ignition source, including fireworks, lighters, matches, sky lanterns, and smoking materials in certain areas of the City when hazardous environmental conditions exist; and

WHEREAS, the City Fire Chief has determined that hazardous environmental conditions exist in certain parts of the city as shown on the attached map that necessitate controlling the use of fireworks and ignition sources due to the extremely dry conditions and the presence of dry weeds and other vegetation which has greatly enhanced the danger of fire and creating a high risk of fire in certain areas of the City; and

WHEREAS, the aforementioned hazardous conditions are expected to remain from now through the month of September, which includes those dates when the discharge and ignition of fireworks is allowed under Utah law; and

WHEREAS, the City Council, upon recommendation and information provided by the City Fire Chief has determined that it is in the best interest of the health, safety, and welfare of the citizens of the City to prohibit the ignition or use of fireworks or other ignition sources, including lighters, matches, sky lanterns, and smoking materials in areas of the City shown on the map.

WHEREAS, the City Council has also determined that changes to the ordinances are in the best interest of the health, safety, and welfare of the citizens of the City of St. George and are justified at this time.

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

Section 1. Repealer. Title 5 Chapter 3 Section 7 is repealed. Any provision of the St. George City Code found to be in conflict with this ordinance is hereby repealed.

Section 2. Amended/Enactment. Title 5 Chapter 3 Section 7 is amended/enacted to read as follows and the PROHIBITED USE OF IGNITION SOURCES/FIREWORKS MAP adopted:

5-3-7:

FIREWORKS AND OTHER IGNITION SOURCE RESTRICTIONS:

A. *Definition:* All terms relating to fireworks used in this section shall have the same meaning as they are defined in Utah Code Annotated section [53-7-202](#) of the Utah Fire Prevention Act.

~~B. *Sale, Discharge And Possession Of Certain Fireworks Restricted:-*~~

39 ~~1. It is unlawful for any person to sell or offer for retail sale, or to discharge, or to have in~~
40 ~~their possession any fireworks in this municipality, other than Class C common Utah State~~
41 ~~approved explosives used in accordance with, and only on the dates allowed, by Utah Code~~
42 ~~Annotated sections 53-7-220 through 53-7-225; the rules adopted pursuant thereto; and this~~
43 ~~section, except as otherwise permitted by state law.~~

44 ~~2. It is unlawful for any person to discharge any fireworks within twenty feet (20') of any~~
45 ~~residence, dwelling, or structure.~~

46 EB. *Prohibition Of The Use Of Fireworks:*

47 1. ~~From July 1 to July 27 each year, n~~No person may detonate, ignite, or in any way use
48 ~~class C common state approved explosives fireworks or other ignition sources, including~~
49 ~~lighters, matches, sky lanterns, and smoking materials,~~ in any portion of the city designated
50 by the fire chief and city council as a restricted area due to hazardous environmental
51 conditions in accordance with Utah Code Annotated section 15A-5-202.5(1)(b). All
52 restricted areas are shown on the Prohibited ~~edion of the~~ Use of Ignition Sources/Fireworks
53 Map, which map is made a part of this section by this reference. Each year the city council
54 shall approve the Prohibited Use of Ignition Sources/Fireworks Map in accordance with
55 Utah Code Annotated section 15A-5-202.5(1)(b).

56 2. No person may negligently discharge a class C common state approved explosive.
57 Negligent discharge has the same meaning as used in Utah Code Annotated section 73-7-
58 225.

59 ~~2. Each year, the city council shall approve the Prohibition of the Use of Fireworks Map~~
60 ~~designating the areas where fireworks are prohibited.~~

61 DC. *Prohibition Of The Use Of Ignition Sources:*

62 1. No person may detonate, ignite, or in any way use any ignition source, including
63 fireworks, lighters, matches, sky lanterns, and smoking materials, in any portion of the city
64 designated by the fire chief and city council as a restricted area due to hazardous
65 environmental conditions in accordance with Utah Code Annotated section 15A-5-
66 202.5(1)(b). These areas include in any brush-covered, forest-covered, and dry grass-covered
67 areas; within two hundred feet (200') of waterways, trails, canyons, washes, ravines, or
68 similar areas; and the wildland urban interface areas of the city when it is determined by the
69 fire chief that there exists a hazardous environmental condition which necessitates restricting
70 the use of any ignition source in those areas. -All restricted areas are shown on the
71 Prohibited Use of Ignition Sources/Fireworks Map, which map is made a part of this section
72 by this reference. Each year the city council shall approve the Prohibited Use of Ignition

Sources/Fireworks Map in accordance with Utah Code Annotated section 15A-5-202.5(1)(b).

2. The fire chief is hereby authorized to designate other areas of the city as restricted. The fire chief shall cause the dates of restriction and the specific restricted areas to be posted on the city website when he declares an area to be restricted.

E. *Enforcement:* Enforcement shall be pursuant to Utah Code Annotated Title 53, Chapter 7, Utah Code Annotated Title 15A, Chapter 5, section 202.5(1)(b), and the International Fire Code.

~~1. Every officer charged with enforcement of state and municipal laws including the fire marshal is hereby charged with the responsibility to enforce this section.~~

~~2. Fireworks possessed, sold or offered for sale in violation of this section may be seized and destroyed and the license of the person selling or offering fireworks for sale may be revoked.~~

F. *Punishment:*

1. A violation of section B shall be prosecuted under Utah Code Annotated section 53-7-225.

2. A violation of ~~this~~ section C shall be a Class B misdemeanor.

PROHIBITED USE OF IGNITION SOURCES/FIREWORKS MAP is attached as a separate document.

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

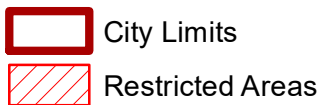
Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

APPROVED AND ADOPTED by the City Council of the City of St. George, this ____ day of _____, 2020.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder



For more information, visit www.sgcity.org

DRAFT

Agenda Item Number : 05

Request For Council Action

Date Submitted 04/28/2020 09:24 AM

**Proposed City Council
Date** 06/04/2020

Applicant Trevor A Coombs

Subject Public hearing to review and take public comment regarding non-reciprocal transfers for unbilled utility services from the Electric, Water, and Sewer Enterprise Funds to other City Funds.

Background The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City.

Proposed Resolution No Action Required

Cost \$

Action Taken

Requested by Trevor A Coombs

File Attachments fy20fy21-proposedpublicnotice-unbilledutilityservicesforwebsite-final042820092426.pdf

**Approved by Legal
Department?** NA

**Approved by City Admin
Services?** Yes

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



Notice of Public Hearing

Purpose: The City of St. George, Utah will hold public hearings to review and take public comment regarding non-reciprocal transfers for unbilled utility services from the Electric, Water, and Sewer Funds to other City Funds.

Public Hearing: *Thursday, June 4, 2020 at 5:00 pm. St. George City Hall, 175 E 200 N, St. George, UT 84770*

Background: The City of St. George has funds that operate as business-type funds, providing water, energy, and sewer collection and treatment services to customers and charging fees based upon consumption (usage) at rates established by the St. George City Council. Most city-owned facilities are charged for these services, but some services are provided at no cost to the City. For example, the Water Fund provides water and irrigation water to some city parks, landscaping, city facilities, golf courses, and right-of-ways. Similarly, the Electric Fund provides power to city wells and pump stations used by the Water Fund to distribute water to customers. For the current fiscal year ending June 30, 2020, the total amount of unbilled services is \$855,561 for water and irrigation, \$44,357 for sewer collection and treatment, and \$983,817 for electricity.

The costs indicated in this notice are already included in the rates utility customers are currently paying, and we estimate that each customer is billed an average of \$1.80 per month for these costs. This notice is for informational purposes only and this practice of unbilled utility services does not result in a proposed increase in the water, electric, or sewer rates. However, the 2020-2021 budget does include proposed rate increases due to increased costs from suppliers and other infrastructure needs. The proposed water increase incorporates a passthrough of a \$0.10 per 1,000 gallons increase in wholesale rates from the Washington County Water Conservancy District; the proposed electric increase is \$1.00 per month to the base rate for our residential customers; and the proposed sewer increase is \$3.50 per month per equivalent residential unit.

For the current fiscal year 2019-2020, the amount of unbilled utility services is as follows:

Fund Receiving Service	Unbilled Electricity	Unbilled Water & Irrigation	Unbilled Sewer
General Fund	\$ 35,618	\$ 789,087	\$ 38,744
Water Fund	\$ 902,887	\$ 29,536	\$ 1,577
Energy Fund	\$ 45,312	\$ 1,872	\$ 3,448
Regional Wastewater Treatment	\$ 0	\$ 34,893	\$ 0
Public Transit Fund	\$ 0	\$ 173	\$ 588
Total Unbilled Amount	\$ 983,817	\$ 855,561	\$ 44,357

For next fiscal year 2020-2021, the amount of unbilled utility services are budgeted as follows:

Fund Receiving Service	Unbilled Electricity	Unbilled Water & Irrigation	Unbilled Sewer
General Fund	\$ 37,000	\$ 1,020,000	\$ 41,000
Water Fund	\$ 930,000	\$ 31,000	\$ 2,500
Energy Fund	\$ 47,000	\$ 2,000	\$ 4,000
Regional Wastewater Treatment	\$ 0	\$ 37,000	\$ 0
Public Transit Fund	\$ 0	\$ 500	\$ 500

Total Unbilled Amount	\$ 1,014,000	\$ 1,090,500	\$ 48,000
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For questions or comments regarding this public notice, please contact the following individuals at 435-627-4000.

Trevor A. Coombs, Administrative Services Director
Tiffany M LaJoice, Finance Manager
Deanna Brklacich, Budget & Financial Planning Manager
Laurie Mangum, Energy Services Director
Scott Taylor, Water Services Director

DRAFT

Agenda Item Number : 06

Request For Council Action

Date Submitted 04/28/2020 09:20 AM

**Proposed City Council
Date** 06/04/2020

Applicant Trevor A Coombs

Subject Public hearing to review and take public comment regarding the proposed transfers from the Enterprise (Business-type) Funds to Other Funds included in the recommended fiscal year 2020-2021 budget.

Background General Fund provides administrative and overhead services to the enterprise (business-type) funds. These services include utility billing, payment collection, and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance, and other administrative services. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials, and supplies, and equipment costs and/or hire consultants and pay their fees.

Proposed Resolution No Action Required.

Cost \$

Action Taken

Requested by Trevor A Coombs

File Attachments fy20fy21-proposedpublicnotice-transferstootherfundsforwebsite-final042820092021.pdf

**Approved by Legal
Department?** NA

**Approved by City Admin
Services?** Yes

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



Notice of Public Hearing

Purpose: The City of St. George, Utah will hold public hearings to review and take public comment regarding the proposed fiscal year 2020-2021 budget and transfers from Enterprise (Business-type) Funds to Other Funds.

Public Hearing: *Thursday, June 4, 2020 at 5:00 pm. St. George City Hall, 175 E 200 N, St. George, UT 84770*

Background: The City of St. George General Fund provides administrative and overhead services to the enterprise (business-type) funds. These services include utility billing, payment collection and customer service functions, as well as indirect costs for human resources, legal, technology, fleet maintenance and other administrative services. The City calculates the estimated costs to provide these services to the enterprise funds; and each enterprise fund transfers their proportionate share of the costs to the General Fund. If these functions were not provided by the General Fund, the enterprise funds would need to hire additional employees and pay the direct personnel, materials and supplies, and equipment costs and/or hire consultants and pay their fees. City Management believes the amount transferred to the General Fund is less than the value of the services received and/or the amount which would be billed by a third party.

The enterprise funds also participate in capital projects and equipment purchases with other funds. The total project costs are expensed in the other funds and each enterprise fund transfers their proportionate share of the costs. By participating with the other funds, the City is saving costs by combining like projects with the different funds. For fiscal year 2020-2021, the transfers are budgeted as follows:

Fund	Transfers for Administrative and Overhead	Transfer of Costs Not Associated to the Enterprise Fund	Transfer for Capital Projects*	Percent of Enterprise Fund's Expenditure Budget
Electric Fund	\$2,200,000	\$ 0	\$ 0	3.3%
Water Fund	\$1,450,000	\$ 0	\$ 0	4.3%
Wastewater Collection	\$ 575,000	\$ 0	\$ 0	4.8%
Regional Wastewater Treatment	\$ 875,000	\$ 0	\$ 0	2.9%
Refuse Collection	\$ 545,000	\$ 0	\$ 0	8.7%
Drainage Fund	\$ 345,000	\$ 0	\$4,416,000	98.3%
Total to the General Fund	\$5,990,000	\$ 0	\$304,000	
Total to Other Funds			\$4,112,000	

*Specific capital projects information is listed on page 2 of this notice.

Transfers for specific capital projects from an enterprise fund in fiscal year 2020-2021 are budgeted as follows:

Specific Capital Project	Enterprise Fund	Fund Receiving Transfer	Budgeted Transfer
Virgin River Right of Way Acquisition	Drainage Fund	Public Works Capital Projects Fund	\$62,000
Culvert Replacement at 540 N./Dixie Dr.	Drainage Fund	Public Works Capital Projects Fund	\$150,000
Industrial Park Flood Control	Drainage Fund	Public Works Capital Projects Fund	\$50,000
Fort Pierce Wash Maintenance	Drainage Fund	Public Works Capital Projects Fund	\$150,000
1130 N. Drainage Improvements	Drainage Fund	Public Works Capital Projects Fund	\$700,000
Red Cliffs Park Drainage	Drainage Fund	Public Works Capital Projects Fund	\$500,000
Storm Drain Pipe Rehabilitation Project	Drainage Fund	Public Works Capital Projects Fund	\$1,000,000
3000 E. Widening – Mall Dr. to 1580 S.	Drainage Fund	Public Works Capital Projects Fund	\$1,500,000
Street Sweeper Equipment for Stormwater Maintenance Program to comply with the Clean Water Act	Drainage Fund	General Fund	\$304,000
Total Transfers for Capital Projects			\$4,416,000

For questions or comments regarding this public notice, please contact the following individuals at 435-627-4000.

Trevor A. Coombs, Administrative Services Director
Tiffany M LaJoice, Finance Manager
Deanna Brklacich, Budget & Financial Planning Manager

DRAFT

Agenda Item Number : 07

Request For Council Action

Date Submitted 05/26/2020 01:27 PM

**Proposed City Council
Date** 06/04/2020

Applicant City of St. George

Subject Public hearing to receive citizen input concerning the proposed Fiscal Year 2020-2021 Budget.

Background The Preliminary Fiscal Year 2020-2021 Budget was presented May 7, 2020 and has been available on the City's website and at the City Recorder's Office. State Law requires the City to have at least one public hearing to receive citizen input before formally adopting the City's final annual fiscal budget, and also requires the budget be adopted on or before June 30th. We will have two public hearings to take citizen input. This is the first hearing and the second hearing will be on June 18, 2020.

Proposed Resolution No action is needed during the June 4, 2020 public hearing. Official action to adopt the Fiscal Year 2020-2021 Budget will be requested during the June 18, 2020 public hearing.

Cost \$

Action Taken

Requested by Deanna Brklacich

File Attachments

**Approved by Legal
Department?** NA

**Approved by City Admin
Services?** Yes

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

DRAFT

Agenda Item Number : 08

Request For Council Action

Date Submitted 05/20/2020 09:08 AM

**Proposed City Council
Date** 06/04/2020

Applicant Brad Petersen, Development Solutions Group

Subject Public hearing and consideration of an amended final subdivision plat for Shaw Subdivision at Moorland Park by merging Lot 14, Moorland Park Phase 1 and Lot 17, Moorland Park Phase 2 into one lot and to vacate the public utilities and drainage easement between said lots.

Background This request is to consider an amended final subdivision plat for Shaw Subdivision at Moorland Park by merging Lot 14, Moorland Park Phase 1 and Lot 17, Moorland Park Phase 2 into one lot and to vacate the public utilities and drainage easement between said lots. The lots are located at 2929 East 1140 South Street; zoning is R-1-10.

Proposed Resolution City staff and JUC recommends approval

Cost \$

Action Taken

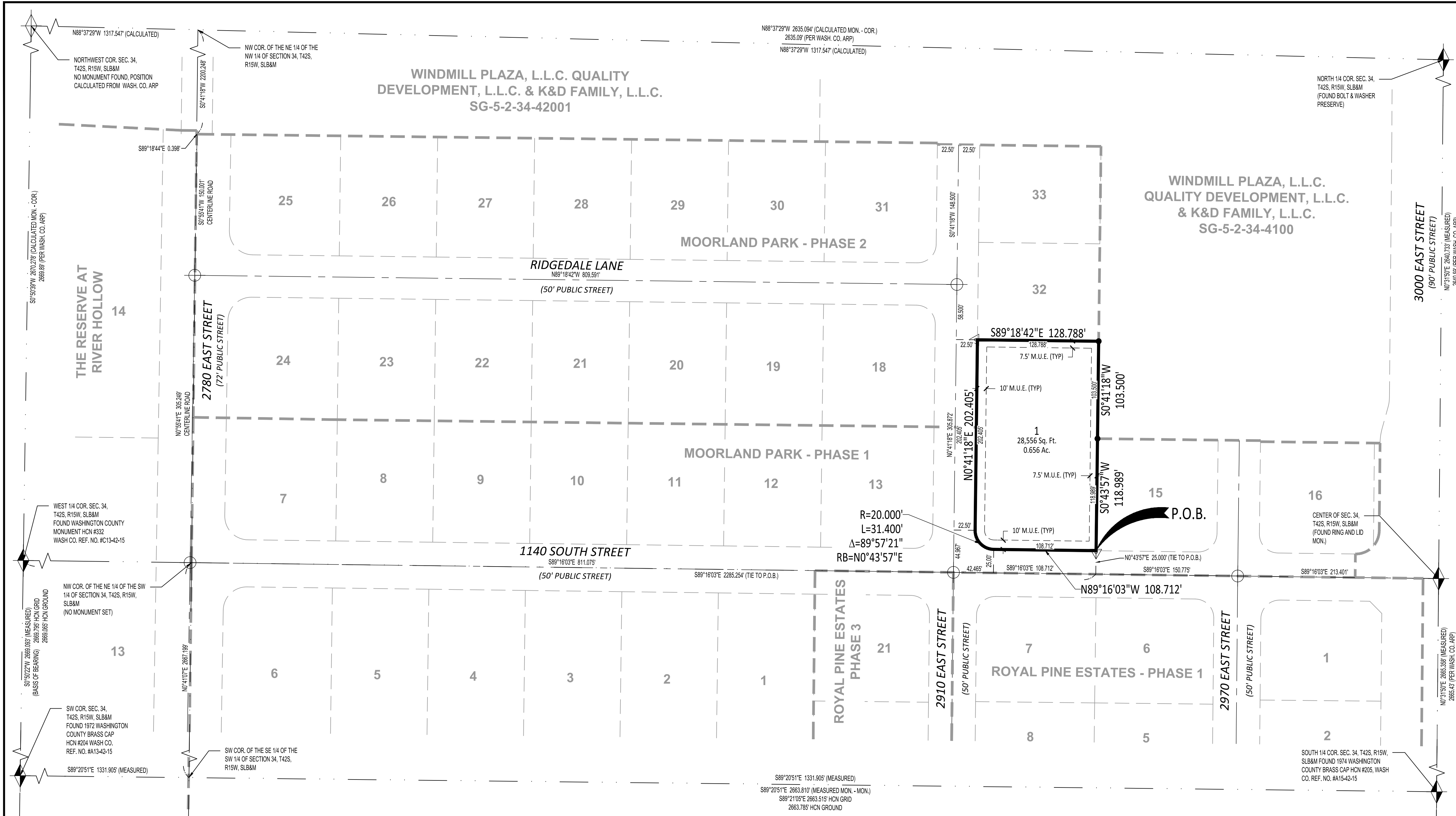
Requested by Todd Jacobsen

File Attachments shawsubdivisionatmoorlandpark052020090834.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** NA

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



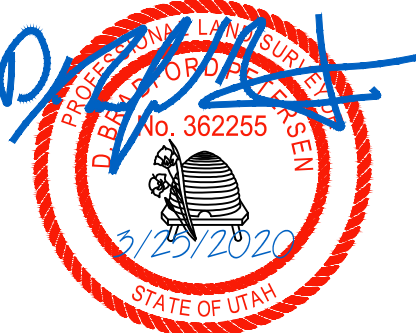
SURVEYOR'S CERTIFICATE:

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 VERIFIED ALL MEASUREMENTS, HAVE PLACED MONUMENTS AS SHOWN IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

SHAW SUBDIVISION AT MOORLAND PARK

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 SOUTHWEST BOUNDARY CORNER OF LOT 15, MOORLAND PARK - PHASE 1 SUBDIVISION AS RECORDED WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, AND A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 1140 SOUTH STREET, SAID POINT BEING SOUTH 89°16'03\"/>

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 AND MUNICIPAL UTILITY EASEMENTS HEREAFTER KNOWN AS:

SHAW SUBDIVISION AT MOORLAND PARK

FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, THE UNDERSIGNED OWNERS DO HEREBY DEDICATE AND CONVEY TO THE CITY OF ST. GEORGE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS MUNICIPAL UTILITY EASEMENTS. ALL LOTS, AND EASEMENTS ARE AS NOTED OR SHOWN. THE OWNERS DO 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 MOORLAND PARK SUBDIVISION, RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER ON THE 17TH DAY OF MARCH, 2016, ENTRY NO. 20160009504. 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__.

DAVID W. SHAW

NATALIE K. SHAW

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON

ON THIS THE ____ DAY OF _____, 20__, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED DAVID W. SHAW, 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

ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF WASHINGTON

ON THIS THE ____ DAY OF _____, 20__, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED NATALIE K. SHAW, 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 SHAW SUBDIVISION AT MOORLAND PARK

Located in The Northwest Quarter of Section 34,
Township 42 South, Range 15 West, SLB&M

SHEET 1 OF 1



DEVELOPMENT SOLUTIONS GROUP, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
120 East St. George Blvd., Suite #300
St. George, UT 84770
Office (435) 628-2121 - Fax (435) 674-3553
www.developmentsolutions.co

COMMUNITY DEVELOPMENT DIRECTOR APPROVAL

I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ____ DAY OF _____, 20__.

COMMUNITY DEVELOPMENT DIRECTOR
CITY OF ST. GEORGE

CITY ENGINEER APPROVAL

I HEREBY VERIFY THAT THIS OFFICE EXAMINED THIS FINAL SUBDIVISION PLAT AND HEREBY RECOMMENDS APPROVAL ON THIS ____ DAY OF _____, 20__.

CITY ENGINEER
CITY OF ST. GEORGE

CITY ATTORNEY APPROVAL

APPROVED AS TO FORM, THIS THE ____ DAY OF _____, A.D. 20__.

CITY ATTORNEY
CITY OF ST. GEORGE

LAND USE AUTHORITY APPROVAL

I HEREBY VERIFY THAT THE LAND USE AUTHORITY REVIEWED THIS FINAL SUBDIVISION PLAT AND APPROVED IT ON THIS THE ____ DAY OF _____, 20__ WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

LAND USE AUTHORITY
CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY THE CITY OF ST. GEORGE, UTAH

WE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ST. GEORGE, UT, HAVE REVIEWED THE ABOVE SUBDIVISION FINAL PLAT AND BY AUTHORIZATION OF SAID CITY COUNCIL, RECORD IN THE MINUTES OF ITS MEETING OF THE ____ DAY OF _____, A.D. 20__ HEREBY ACCEPT SAID FINAL PLAT WITH ALL COMMITMENTS AND OBLIGATIONS PERTAINING THERETO.

ATTEST: CITY RECORDER
CITY OF ST. GEORGE

MAYOR
CITY OF ST. GEORGE

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, A.D. 20__, THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

RECORDED NUMBER

WASHINGTON COUNTY RECORDER

DRAFT

Agenda Item Number : 09

Request For Council Action

Date Submitted 05/26/2020 11:05 AM

**Proposed City Council
Date** 06/04/2020

Applicant Desert Investment Group LLC , Bob Hermandson representative

Subject Consider approval of an ordinance changing the zone from A-1 (Agriculture 40,000 sq. ft. minimum lot size) to RE-12.5 (Residential Estate 12,500 sq.ft. minimum lot size) on approximately 21.04 acres for residential development generally located at approximately 2400 South Crimson Cliffs Way.

Background South of new High School and by Washington City limits residential subdivisions. The applicant requests RE-12.5, staff recommends RE-37.5, and the PC recommends RE-20. Concern of location by agricultural zones.

Proposed Resolution PC recommends approval, but recommends RE-20 zone and not RE-12.5 as requested

Cost \$N/A

Action Taken

Requested by Ray Snyder

File Attachments pdfcc-22020-zc-015desertinv052620110518.pdf
pdfstrptgraphics-2020-zc-015052620110810.pdf
pdfzoompresentation-2020-zc-015052620110917.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** Yes

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



PLANNING COMMISSION AGENDA REPORT: **04/14/2020**

CITY COUNCIL MEETING: **05/07/2020** (*pulled by applicant*)

CITY COUNCIL MEETING: **06/04/2020**

Zone Change Amendment

Desert Investment

Case No. 2020-ZC-015

Request: The City has received a request for a zone change from A-1 (Agriculture – 40,000 sq. ft. minimum lot size) to RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) on approximately 21.04 acres for residential development.

Location: The site is generally located at approximately 2400 South Crimson Cliffs Way.

Area: 21.04 acres

Owner: Desert Investment Group LLC

Representative: Bob Hermandson

Zoning: A-1

Ag Uses: The allowed uses in the agricultural zones (A-0.5, A-1, A-5, A-10, & A-20) are found in Section **10-5-1** of the Zoning Ordinance.

Note: In the Ag zones barns and corrals for agriculture and livestock at least 100 feet away from any dwelling may be permitted.

Note: homegrown eggs and produce may be sold from the homes (*subject to specific code restrictions*).

Note: Urban hens and rabbits are permitted (*subject to specific code restrictions*)

RE Uses: The allowed uses in the RE zones (RE-5, RE-12.5, RE-20, & RE-37.5) are found in Section **10-7A-1** of the Zoning Ordinance.

Note: In the RE zones, barns and corrals for agriculture and livestock at least 100 feet away from any dwelling may be permitted with a PS (Permitted with Standards) application.

Note: In the RE zones livestock is permitted; one animal per 12,000 sq. ft. 2 per 20,000 sq. ft., and one additional for each additional 10,000 sq. ft. over 20,000 sq. ft.

Note: homegrown eggs and produce may be sold from the homes (*subject to a home occupation permit*).

Note: Urban hens and rabbits are permitted (*subject to specific code restrictions*)

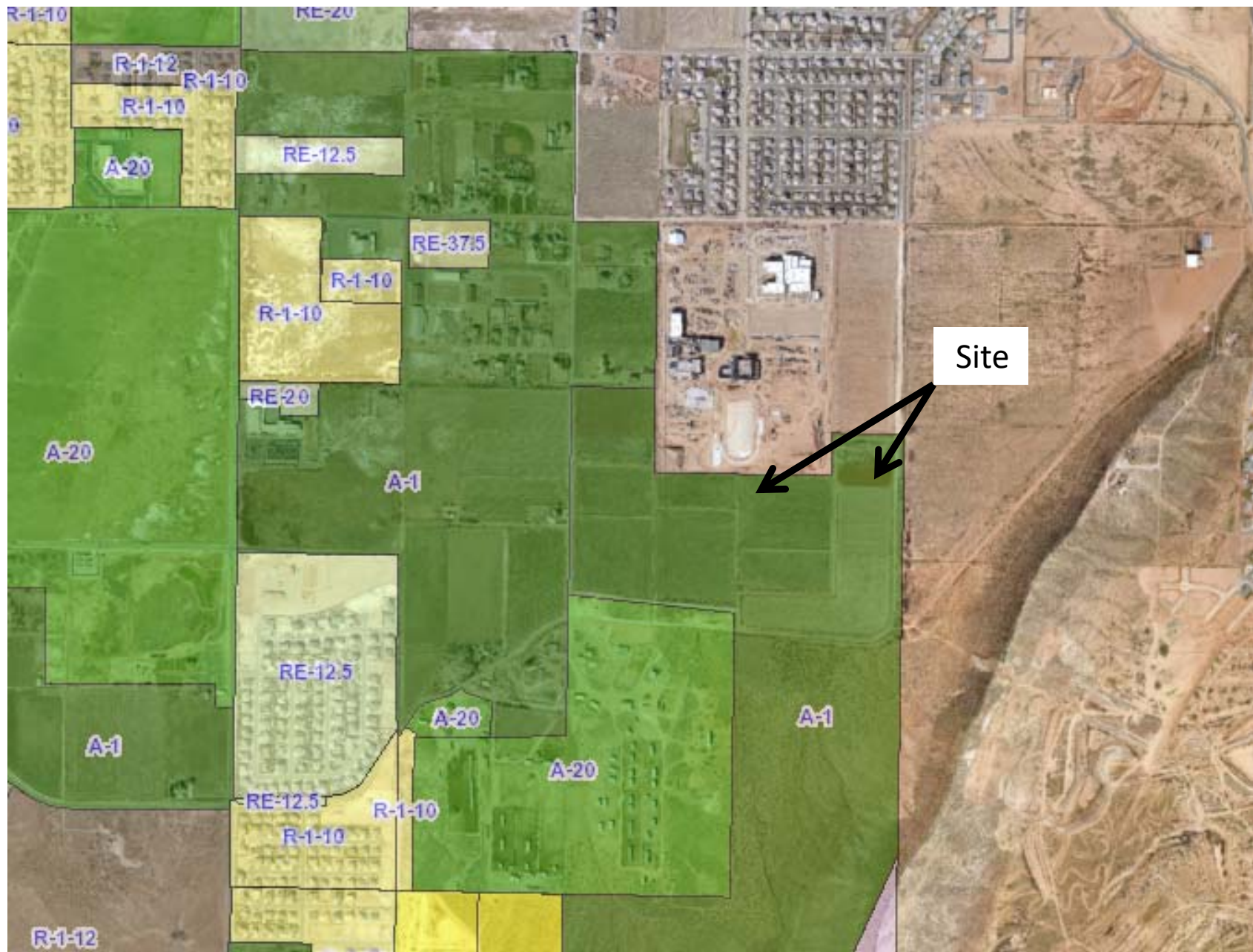
General Plan: LDR

Staff Comments: Staff does not support the request for RE-12.5, but would support a change to RE-37.5 which would blend in with the surrounding A-1 zones due to the fact that it permits many of the agricultural and animal use found in the A-1 zone. It would also serve as a buffer between the new High School and agricultural uses to the south.

PC: The Planning Commission recommends approval of the zone change from A-1 (Agriculture) to **RE-20**.

2020-ZC-015

A-1 to RE-12.5





APN SG-6596-A



City limits

APN SG-6600-A

CLASSICAL *See*

CONTAINING 403,854 SQUARE FEET OF 3.25 ACRES.

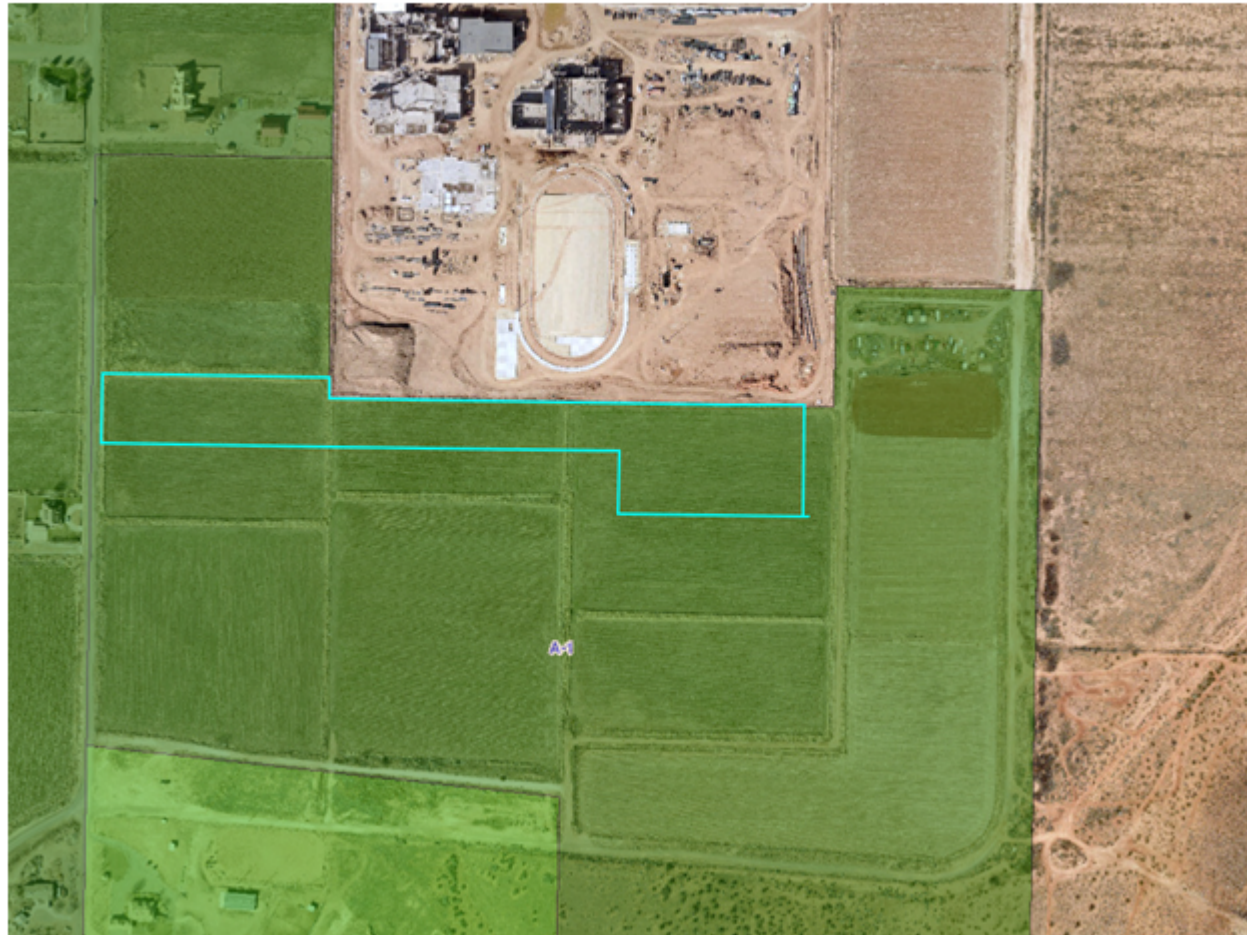
PAGE 21

CONTAINING 513,740 SQUARE FEET OR 11.79 ACRES.

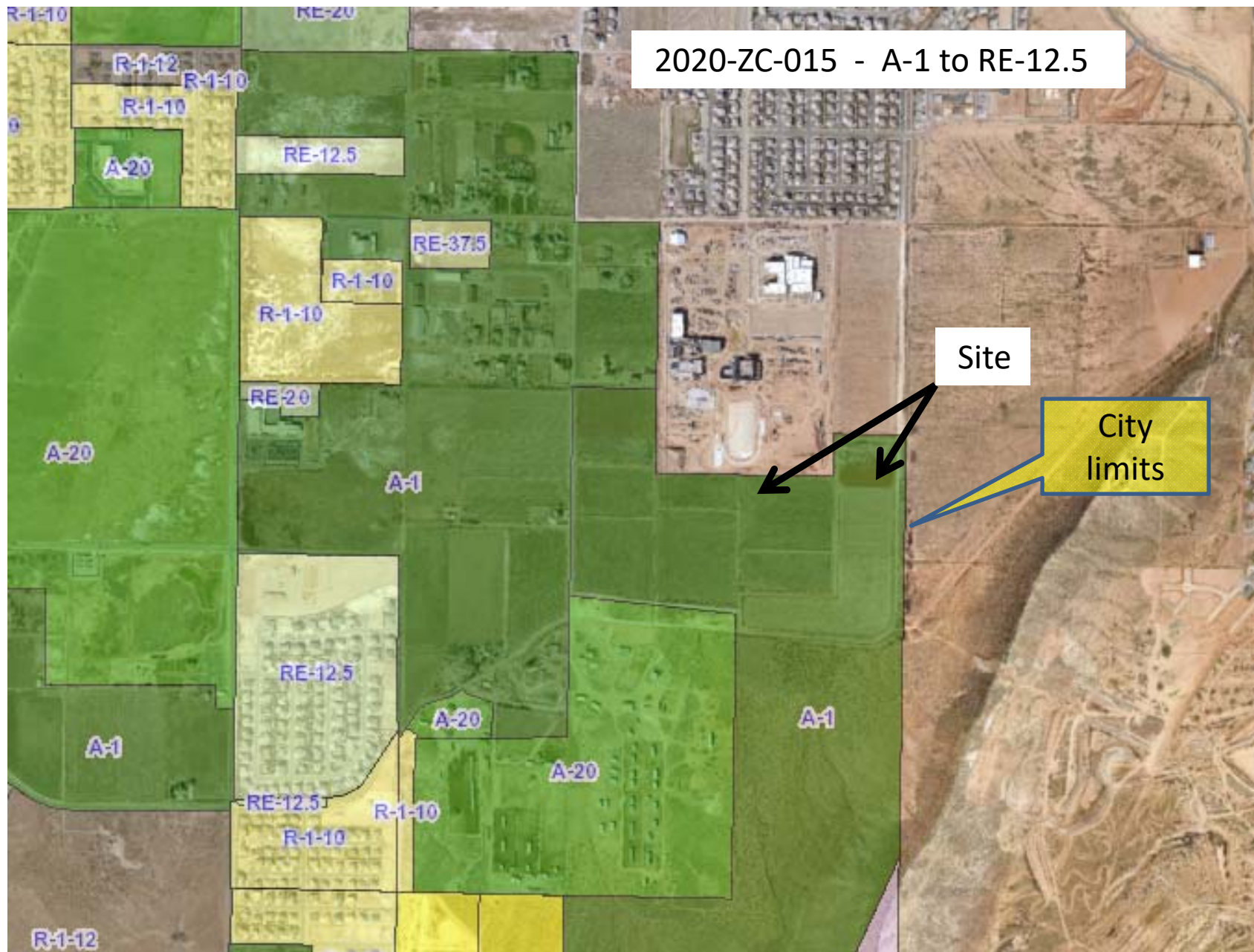
**FORWARD YOU:
HIGH DECENT BOOKS**

NET
1
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2012/2/20

Zoning



2020-ZC-015 - A-1 to RE-12.5



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE A-1 (AGRICULTURE) ZONE TO THE RE-12.5 (RESIDENTIAL ESTATE 12,500 SQ. FT. MINIMUM LOT SIZE) ZONE ON APPROXIMATELY 21.04 ACRES.

(Desert Investment)

WHEREAS, the property owner has requested a zone change from the A-1 (Agricultural) zone to the RE-12.5 (Residential Estate 12,500 sq. ft. minimum lot size) zone on approximately 21.04 acres. The site is generally located at approximately 2400 South Crimson Cliffs Way; and

WHEREAS, the City Council held a public meeting on this request on May 7, 2020; and

WHEREAS, the Planning Commission held a public hearing and recommends approval of the zone change request; 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 A-1 to RE-12.5 on approximately 21.04 acres. The zone change location is 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 7th day of May 2020.

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

Exhibit "A"

APN SG-6598 and SG-6597

PARCEL 1:

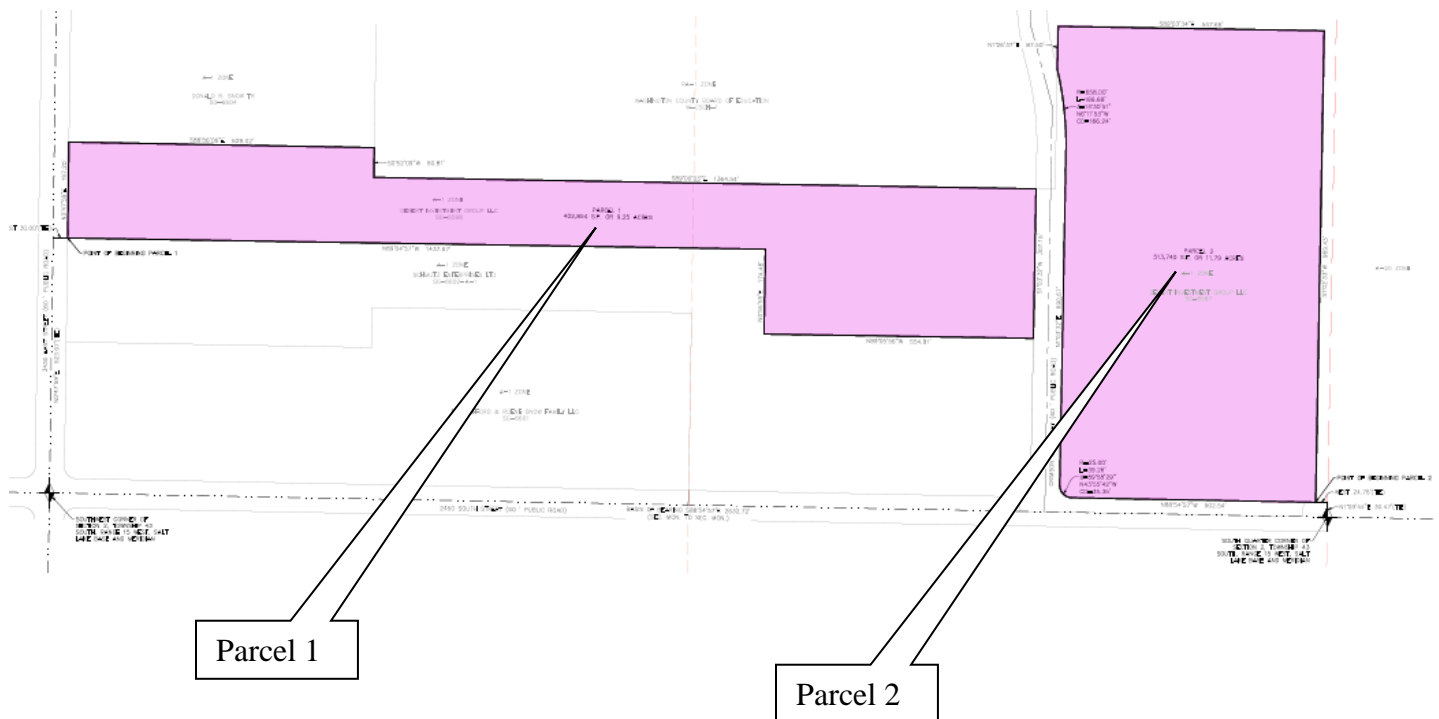
BEGINNING AT A POINT THAT LIES NORTH 00°47'59" EAST 523.97 FEET ALONG THE SECTION LINE AND EAST 30.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°47'59" EAST 197.20 FEET; THENCE SOUTH 88°56'06" EAST 629.02 FEET; THENCE SOUTH 00°52'09" WEST 60.81 FEET; THENCE SOUTH 89°00'03" EAST 1364.54 FEET; THENCE SOUTH 01°03'32" WEST 307.15 FEET; THENCE NORTH 89°05'56" WEST 554.81 FEET; THENCE NORTH 00°55'55" EAST 174.48 FEET; THENCE NORTH 89°04'57" WEST 1437.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 402,854 SQUARE FEET OR 9.25 ACRES.

PARCEL 2:

BEGINNING AT A POINT THAT NORTH 01°09'44" EAST 30.47 FEET ALONG THE SECTION LINE AND WEST 24.76 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 88°54'57" WEST 502.54 FEET; THENCE NORTHWESTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 43°55'42" WEST A DISTANCE OF 35.35 FEET), CENTER POINT LIES NORTH 01°05'03" EAST THROUGH A CENTRAL ANGLE OF 89°58'29", A DISTANCE OF 39.26 FEET; THENCE NORTH 01°03'32" EAST 690.67 FEET; THENCE NORTHERLY ALONG A 658.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 06°11'53" WEST A DISTANCE OF 166.24 FEET), CENTER POINT LIES NORTH 88°56'28" WEST THROUGH A CENTRAL ANGLE OF 14°30'51", A DISTANCE OF 166.68 FEET; THENCE NORTH 01°26'37" EAST 87.50 FEET; THENCE SOUTH 89°03'34" EAST 547.66 FEET; THENCE SOUTH 01°02'33" WEST 969.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 513,740 SQUARE FEET OR 11.79 ACRES.



DRAFT

Agenda Item Number : 10

Request For Council Action

Date Submitted 05/26/2020 06:32 PM

**Proposed City Council
Date** 06/04/2020

Applicant City of St. George

Subject Consider approval of an ordinance amending various sections of Title 10
- Zoning Regulations.

Background On October 17, 2019, the City Council approved a comprehensive rewrite of Title 10 of the City Code also referred to as the zoning code or zoning regulations. The result was a complete repeal of the old code and replacement with the current code. As is typical with any new code, as it is implemented and enforced, adjustments need to be made. Staff has contemplated the need for changes from the beginning and have kept a running list of items to adjust and bring back to the City Council for consideration.

Proposed Resolution Planning Commission held a hearing on May 26, 2020 and recommends approval of the proposed changes.

Cost \$

Action Taken

Requested by Dan Boles

File Attachments cc2020-zra-002title10amendmentswithexhibit052720104409.pdf

**Approved by Legal
Department?** Yes

**Approved by City Admin
Services?** Yes

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

PLANNING COMMISSION AGENDA REPORT: 05/26/2020
CITY COUNCIL AGENDA REPORT: 06/04/2020

AMENDMENT TO TITLE 10 - ZONING REGULATIONS

Title 10 - Zoning Regulations Update
Case No. 2020-ZRA-002

Request: To revise portions of Title 10 of the St. George City Code

Applicant: City of St. George

Background:

On October 17, 2019, the City Council approved a comprehensive rewrite of Title 10 of the City Code also referred to as the zoning code or zoning regulations. The result was a complete repeal of the old code and replacement with the current code. As is typical with any new code, as it is implemented and enforced, adjustments need to be made. Staff has contemplated the need for changes from the beginning and have kept a running list of items to adjust and bring back to the City Council for consideration.

As of the date of submittal to the City Council, the Planning Commission had not held the public hearing. Staff will be prepared to discuss the proposed changes as well as the Planning Commission hearing with City Council.

Proposed Changes:

The proposed revisions are attached

Recommendation:

Staff recommends approval and will discuss the outcome of the Planning Commission hearing at the Council meeting.

Planning Commission:

As of the submittal of this staff report to City Council, the Planning Commission had not held the public hearing for this item. Staff will be prepared to update the City Council regarding the Planning Commission hearing.

EXHIBIT A

PROPOSED TITLE 10 REVISIONS

CHAPTER 2

DEFINITIONS

DWELLING UNIT, ACCESSORY: A subordinate residential living area created within a single-family dwelling or a detached building on the same residential lot as a single-family dwelling which meets the requirements of chapter 17A of this Title.

GRADE, ADJACENT: A reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference grade shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.

IMPROVEMENT COMPLETION ASSURANCE: Means cash, or an irrevocable letter of credit under terms acceptable to the city, to guaranty the proper completion of landscaping or an infrastructure improvement required as a condition precedent to:

- A. Recording a subdivision plat; or
- B. Development of ~~a commercial, industrial, mixed-use, or multifamily~~ any property or project.

INFRASTRUCTURE IMPROVEMENT: Permanent infrastructure that an applicant must install:

- A. Pursuant to published installation and inspection specifications for public improvements; and
- B. As a condition of:
 - 1. Recording a subdivision plat; or
 - 2. Development of ~~a commercial, industrial, mixed-use, condominium, or multifamily~~ any property or project.

PERSONAL CARE SERVICE: An establishment primarily engaged in the provision of frequently of recurrently needed services of a personal nature. Typical uses include but are not limited to, beauty and barber shops, massage therapy, custom tailoring and seamstress shops, esthetician, portrait studios, shoe repair shops, and tanning and nail salons.

PERSONAL INSTRUCTION SERVICE: An establishment primarily engaged in the provision of informational, instructional, personal improvement and similar services of a nonprofessional nature. Typical uses include but are not limited to art and music schools, driving and computer instruction, handicraft or hobby instruction, health and fitness studios.

SIGNIFICANT HISTORIC BUILDING: A building or structure that is either:

- A. A designated landmark site as approved by the City Council; or
- B. A residential or commercial building that meets the requirements of section 10-13E-4(A)(2) of this Title; or
- C. Any building which meets the criteria for the National Register of Historic Places.

SMALL ANIMAL: An animal that, on average, will reach a mature weight of no more than fifteen (15) pounds and does not include rabbits or ~~chicken~~ urban hens.

CHAPTER 5
AGRICULTURAL ZONES
10-5-1: ALLOWED USES

	A-0.5	A-1	A-5	A-10	A-20
Agriculture	P	P	P	P	P
Apiaries/beekeeping, chapter 10-17	P PS	PS	PS	PS	PS
Barns and corrals for agriculture and livestock – at least 100' from any dwelling	P	P	P	P	P
Barns and corrals for agriculture and livestock – at least 50' from any dwelling	P	P			
<u>Cemetery</u>			<u>P</u>	<u>P</u>	<u>P</u>
City facility, primary	P	P	P	P	P
City facility accessory uses – Accessory structure and use	P	P	P	P	P
Commercial kennels – Up to 12 animals per acre – At least 100' from any dwelling			PS	PS	PS
Commercial agriculture or livestock business	P	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C	C
Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P	P
Livestock – Up to 12 animals per acre	P	P	P	P	P
Livestock – Over 12 animals per acre	P		P	P	P
Medical cannabis pharmacy, Utah licensed – At least 600' from a primarily residential zone			P	P	P
Medical cannabis production establishment, Utah licensed: Cultivation facility Independent testing laboratory Processing facility					P
Public utility facilities, primary	PS	PS	PS	PS	PS
Religious facility, primary	P	P	P	P	P
Residential treatment facility			PS		

		A-0.5	A-1	A-5	A-10	A-20
School, public or charter, primary		P	P	P	P	P
Single-family dwelling, primary			P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use		P	P	P	P
	Accessory dwelling unit		PS	PS	PS	PS
	Child care, in-home babysitting		P	P	P	P
	Child care, family		P	P	P	P
	Guesthouse		PS	PS	PS	PS
	Home occupation		P	P	P	P
	Pigs to be raised by resident for purposes of meeting requirements of a youth club - maximum of one (1) pig per lot for a maximum of six months.		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
	Pig pen/shelter – Up to 8’ tall and 100 sf – Allowed only in rear yard at least 100’ from any dwelling; required effective manure management		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
	Small animals (not produced for food) up to 8 animals		P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits – up to one (1) rooster per acre kept at least 50’ feet from any residential zone		P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management		P	P	P	P

CHAPTER 7
RESIDENTIAL ZONES
10-7-6: DESIGN CRITERIA

H. Access: A dead end street system may not serve more than 30 single-family lots or dwellings, or more than 100 multi-family dwellings. A second access, compliant with all Fire and Building codes and all engineering standards as currently adopted by the City, shall be provided for additional lots or dwelling units.

CHAPTER 7
ARTICLE A: RESIDENTIAL ESTATE ZONES
10-7A-1: ALLOWED USES

		RE-5	RE-12.5	RE-20	RE-37.5
City facility, primary		P	P	P	P
City facility accessory uses; accessory structure and use		P	P	P	P
Commercial agriculture or livestock business		P	P	P	P
Communication transmission facilities, including wireless, primary		PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'		C	C	C	C
Lot size averaging				P	P
Private country club, golf course and park		P	P	P	P
Public utility facilities, primary		PS	PS	PS	PS
Public utility facilities accessory uses; accessory structures		P	P	P	P
Religious facility, primary		P	P	P	P
School, public or charter, primary		P	P	P	P
Short term residential rental		PS	PS	PS	PS
Single-family dwelling, primary		P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use	P	P	P	P
	Accessory Dwelling Unit	PS	PS	PS	PS
	Agriculture	P	P	P	P
	Apiaries/beekeeping	PS	PS	PS	PS
	Barns and corrals for agriculture and livestock – At least 50' from any dwelling	PS			
	Barns and corrals for agriculture and livestock – At least 100' from any dwelling	PS	PS	PS	PS
	Child care, in-home babysitting	P	P	P	P
	Child care, family	P	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P
	Guesthouse	PS	PS	PS	PS

		RE-5	RE-12.5	RE-20	RE-37.5
	Home occupation	P	P	P	P
	Livestock – 1 animal per 12,000 sf; 2 per 20,000 sf; 1 additional animal for each additional 10,000 sf over 20,000 sf	P	P	P	P
	Pigs to be raised by resident for purposes of meeting requirements of a youth club - maximum of one (1) pig per lot for a maximum of six months.				P
	Pig pen/shelter – Up to 8' tall and 100 sf – Allowed only in rear yard at least 100' from any dwelling; required effective manure management				P
	Small animals (not produced for food) up to 8 animals	P	P	P	P
	Sale of homegrown eggs and produce from the residence, subject to the provisions and restrictions in the home occupation ordinance	P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits, and up to one (1) rooster per 37,500 sf kept at least 50' from any residential zone.	P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P	P	P	P

CHAPTER 7

ARTICLE F: PLANNED DEVELOPMENT RESIDENTIAL ZONE

10-7F-4: PD-R PLANNED RESIDENTIAL DEVELOPMENT STANDARDS

A. *Minimum Zone Requirements:* Each planned residential development zone application shall include a minimum of fifteen thousand (15,000) square feet and four (4) dwelling units.

B. *Maximum Density:* The density shall match the general plan land use map and shall not exceed the maximum density of twenty-two (22) dwelling units per acre.

C. *Height Regulations:* No residential dwelling shall be erected to a height less than ten feet (10') and no structure shall be greater than forty feet (40'). The City Council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following standards:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;
2. Increased landscaping enhances the project and reduces any negative impacts;
4. Site layout and design enhances the project and reduces any negative impacts;
3. The massing and building scale is appropriate for the location;
4. The proposed height increase is appropriate for the area; and
5. The increase in height is consistent with any applicable master plan.

D. *Area, Coverage, Density, Yard, Common Area and Landscaping Requirements:* The minimum lot area, maximum density, maximum lot coverage, yard and common open space/landscaping requirements are as follows:

Maximum Density/Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
As approved by the city council with recommendation from the planning commission and not to exceed 22	50%	30%	15' 20' for a garage or carport	Adjacent to single-family zone: 30' Otherwise: 10' if height is less	Adjacent to single-family zone: 30' Adjacent to a street: 20' with a 6' privacy

Maximum Density/Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
<p>DUA, and the general plan land use map limits.</p> <p>The minimum lot size in single-family residential subdivisions with private individual lots (no common area within lots) 5,000 square feet.</p>				<p>than 20'; 20' if height is 20' or greater On a separate lot: 8'</p>	<p>wall along street right-of-way</p> <p>Otherwise: 10' if height is less than 20'; 20' if height is 20' or greater On a separate lot: 8'</p>
<p>Building separation for detached single-family projects, where common or limited common area between structures; structures shall be built in accordance with the the current International Residential Code current edition of the adopted Building Codes of the City of St. George; no fence and no retaining wall exists between units or building offsets; and the reduced separation is approved during the zone change.</p>	50%	30%	3'	<p>Adjacent to single-family zone: 30'</p> <p>Otherwise: 10' if height is less than 20'; 20' if height is 20' or greater On a separate lot: 8'</p>	<p>Adjacent to single-family zone: 30'</p> <p>Otherwise: 10' if height is less than 20'; 20' if height is 20' or greater On a separate lot: 8'</p>

CHAPTER 7

ARTICLE G: PLANNED DEVELOPMENT STUDENT HOUSING ZONE

10-7G-4: PD-SH STUDENT HOUSING DEVELOPMENT STANDARDS

B. *Height Regulations:* No residential dwelling shall be erected to a height less than ten feet (10') and no structure shall be greater than fifty-five feet (55') ~~or up to seventy feet (70') upon demonstration of architectural merit and specifically approved by the city council.~~ The City Council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following standards:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;
2. Increased landscaping enhances the project and reduces any negative impacts;
4. Site layout and design enhances the project and reduces any negative impacts;
3. The massing and building scale is appropriate for the location;
4. The proposed height increase is appropriate for the area; and
5. The increase in height is consistent with any applicable master plan.

CHAPTER 8

ARTICLE A: ADMINISTRATIVE PROFESSIONAL ZONE

10-8A-1: ALLOWED USES

	AP
Accessory structure, to any of the listed uses	P
Child care center	P
City facility	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
Hospital	P
Medical and biological laboratory/research	P
Medical Office	P
Mortuary	P
Nursing home	P
Office, Professional	P
Pharmacy	P
Personal Care Service	P
Public utility facilities, primary	PS
Religious facility	P
School, public or charter	P

CHAPTER 8

ARTICLE A: ADMINISTRATIVE PROFESSIONAL ZONE

10-8A-3: AREA, YARD AND WIDTH REQUIREMENTS

The minimum lot area, width and yard requirements are as follows:

District	Minimum Lot Area	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
AP	10,000 sf	80'	20'	10'	10'
			Setbacks must meet setback of adjacent zone if such setback is greater than normally required by this zone. Must meet setback of adjacent zone if that setback is greater than required in this table.		
AP abutting residential	10,000 sf	80'	20'	10' + (height — 15') <u>10' plus one additional foot for every foot of building height over 15'</u>	10' + (height — 15') <u>10' plus one additional foot for every foot of building height over 15'</u>

CHAPTER 8

ARTICLE A: ADMINISTRATIVE PROFESSIONAL ZONE

10-8A-5: SPECIAL PROVISIONS

Applications for a building with a ground floor (footprint) area of twenty thousand (20,000) square feet or more or for development with an aggregate ground floor (footprint) square footage of twenty thousand (20,000) square feet or more must include a site plan, colored building elevations of all sides and a three (3) dimensional rendering that demonstrates the application complies with the following standards:

A. Vehicle access and parking lots properly designed for safety, efficiency and mitigation of adverse environmental impacts. Parking lot design must incorporate landscaped and shade trees throughout the lot to mitigate for major heat islands, and to break up large asphalt areas.

B. Building façade must include:

1. Substantial façade shifts every ten feet (10') in the horizontal plane, and every fifty feet (50') in the vertical plane;
2. Vertical articulation and variation from floor to floor created with color, materials, pitch dormers, gable ends, cornice detailing, or similar details;
3. A combination of doors, windows, texture, projections, awnings or canopies on the base floor elevation to reinforce a perception of pedestrian scale.

C. Building colors are limited to natural, muted tones that emulate the local geologic formations common to the area and blend with the predominant colors of the natural surroundings.

D. Protection of Residential Zones: Where any Administrative Professional zone adjoins any residential zone, as part of the required setbacks, there shall be provided and maintained along such property line a six-foot (6') solid masonry fence, and a ten-foot (10') landscape buffer to protect the adjoining residential property. Landscape buffer shall consist of a minimum of one (1) tree every 20 linear feet. Required trees shall be a minimum of 1 ½" diameter measured 6" above the soil surface. In addition to the required trees, a minimum of five plants or shrubs shall be planted per every 100 linear feet. Trees and shrubs may be arranged in either rows or clustered.

CHAPTER 8
ARTICLE B: COMMERCIAL ZONES
10-8B-1: ALLOWED USES

	C-1	C-2	C-3	C-4
Alcohol establishments, including the following:				
Bar establishment		C	C	C
Off-premise beer retailer		P	P	P
Microbrewery or micro-winery (with restaurant or bar establishment)		P	P	P
Nightclub, dance hall (with alcohol)		C	C	C
Ambulance service		P	P	
Amusement centers, recreation and entertainment facilities (indoor):				
Indoor entertainment activities such as paintball, miniature golf, arcade		P	P	P
Indoor shooting range		PS	PS	
Nightclub, dance hall (without alcohol)		P	P	P
Amusement centers, recreation and entertainment facilities (outdoor)		C	C	C
Animal services, including the following:				
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building		P	P	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)		PS	PS	
Automobile and vehicle services, limited to the following uses:				
Automobiles and other similar vehicle sales lots		PS	PS	
Automobile parts sales (new parts only); provided, conducted within completely enclosed building		P	P	P
Automobile rental (vehicles up to 26' in length)		P	P	
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)		P	P	P
Car wash, recirculating water system manual or auto spray	P	P	P	P
Tire sales and service; provided, conducted within completely enclosed building		P	P	P
Financial, medical and professional services	P	P	P	P

	C-1	C-2	C-3	C-4
Food service establishments, including the following and similar uses:				
Catering establishment		P	P	P
Restaurant	P	P	P	P
Lodging, temporary, limited to the following uses:				
Bed and breakfast		P	P	P
Hotel/motel		P	P	P
RV parks, long and short term		PS		
Timeshare units		P	P	P
Hospitals			P	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)		P	P	P
Mental health treatment center, with overnight stay		C	C	C
Nursing home		P	P	
Office	P	P	P	P
Religious facility	P	P	P	P
Residential, limited to the following use:				
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people		PS	PS	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)		C	C	C
Retail shops:				
Antique store		P	P	P
Athletic and sporting goods store		P	P	P
Department store		P	P	P
Drive-through sales (pharmacy, dairy products, etc.)		P	P	P
Furniture and large appliances sales (used)		P	P	
Furniture sales (new) and repair		P	P	P
Household appliance sales and service		P	P	P
Office supply, office machines sales and service		P	P	P

	C-1	C-2	C-3	C-4
Paint or wallpaper store		P	P	P
Pawnshop		P	P	
Seed and feed store, retail		P	P	
Supermarket/grocery store		P	P	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)		P	P	P
Vegetable stand		P	P	P
Payday lending/title loans		P	P	
Retail sale of goods with some operations outdoors, limited to the following uses:				
Building materials sales			P	
Convenience markets with gas pumps/gas station		P	P	
Convenience markets with gas pumps located in the rear of the building				P
Farm implement sales (outdoor display)		P	P	
Fence, sales and service		P	P	
Garden supplies and plant material sales		P	P	
Greenhouse and nursery; soil and lawn service			P	
Landscape rock sales, ancillary to a permitted use			P	
Service businesses, limited to the following uses:				
Barbershop/beauty shop	P	P	P	P
Body piercing, ancillary to a permitted use		P	P	P
Carpet and rug cleaning		P	P	P
Child care center	P	P	P	P
Communication transmission facilities, including wireless, primary		PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
Construction trade services, plumbing shop, electrical shop, etc.			P	
Crematorium, independent human		P	P	
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P	P	P
Gunsmith		P	P	P

	C-1	C-2	C-3	C-4
Janitor service and supply		P	P	P
Locksmith		P	P	P
Massage establishment	P	P	P	P
Mortuary		P	P	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), esthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P	P	P	P
Personal Care Service	P	P	P	P
Personal Instruction Service	P	P	P	P
Pest control and extermination		P	P	P
Pet grooming		P	P	P
Printing, lithographing, publishing or reproduction sales and service			P	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P	P	P
RV storage		PS	PS	
Sign sales		P	P	P
Storage rental units		PS	PS	
Tattoo establishment		P	P	P
Taxidermist		PS	PS	
Transportation, limited to the following uses:				
Bus terminal		P	P	P
Taxi/shuttle		P	P	P
Government, public services and facilities, limited to the following uses:				
City, all facilities	P	P	P	P
Public utility facilities, primary		PS	PS	PS

CHAPTER 8

ARTICLE B: COMMERCIAL ZONES

10-8B-2: AREA, SETBACK AND HEIGHT REQUIRMENTS

		C-1	C-2	C-3	C-4	
					Setback	Build-to Line
Minimum new lot area		10,000 sf	10,000 sf	10,000 sf	10,000 sf	
Minimum yard setbacks from property line	Front	20'	20'	20'	0	10'
	Side	10'	10'	10'	0	
	Side facing a street on corner lot	20'	20'	20'	0	
	Rear	10'	10'	10'	None	
Setbacks when abutting a residential zone	Front	20' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 20'	20' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 20'	20' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 20'	10'	10'
	Side	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 15'	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 15'	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 15'	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 15'	
	Side facing a street on corner lot	20' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 20'	20' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 20'	20' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 20'	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 20'	
	Rear	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 15'	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 15'	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 15'	10' <u>plus +1' one additional foot</u> for every foot of <u>building</u> height over 15'	

	C-1	C-2	C-3	C-4	
				Setback	Build-to Line
Required screening from abutting residential property	Solid 6' masonry wall and 10' landscaping along residential property line	Solid 6' masonry wall and 10' landscaping along residential property line	Solid 6' masonry wall and 10' landscaping along residential property line	Solid 6' masonry wall and 10' landscaping along residential property line	
Minimum/maximum height	8'/50'	8'/50'	8'/50'	8'/50'	
Maximum structure area	15,000 sf				
Maximum lot coverage	40% for all conditional uses				

CHAPTER 8

ARTICLE B: COMMERCIAL ZONES

10-8B-3: SPECIAL PROVISIONS

D. *New Buildings or Exterior Remodels* within I-15 Right-of-Way: New buildings or existing buildings proposing an exterior remodel located within two hundred feet (200') of the I-15 right-of-way shall comply with the following:

1. *Design Standards:*

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 sidewalls 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 or proposed exterior remodels to existing 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), all consistent with this title, is required.

E. *Protection of Residential Zones:* Where any Commercial zone adjoins any residential zone, as part of the required setbacks, there shall be provided and maintained along such property line a six-foot (6') solid masonry fence, and a ten-foot (10') landscape buffer to protect the adjoining residential property. Landscape buffer shall consist of a minimum of one (1) tree every 20 linear feet. Required trees shall be a minimum of 1 ½" diameter measured 6" above the soil surface. In addition to the required trees, a minimum of five plants or shrubs shall be planted per every 100 linear feet. Trees and shrubs may be arranged in either rows or clustered.

CHAPTER 8

ARTICLE C: MANUFACTURING ZONES

10-8C-3: SPECIAL PROVISIONS

F. *Landscaping*: Properties within the M-1, M-2, and M-C zones shall comply with chapter 23, “Landscape Standards,” of this title. In the M-1 and M-2 zones, a minimum of five percent (5%) of the lot area shall be maintained as landscaped area. ~~A landscaped area adjacent to the public street shall be provided and planted with trees and shrubs. In the M-C zone~~ In all Manufacturing zones, a landscape strip, outside the public right-of-way, along the front of the property on public streets, not less than six feet (6') wide, and an average of at least fifteen feet (15') wide, ~~shall be landscaped~~ shall be provided and planted with trees and shrubs. At least half of the landscaped area shall consist of live trees, shrubs, and ground cover. This landscape strip shall be in addition to the required 5% landscaping required above.

G. *Protection of Residential Zones*: Where any manufacturing zone adjoins any residential zone, as part of the required setback, there shall be provided and maintained along such property line a six-foot (6') solid masonry fence, and a ten-foot (10') landscape buffer to protect the adjoining residential property. The landscape buffer shall consist of a minimum of one (1) tree every 20 linear feet. Required trees shall be a minimum of 1 ½” diameter measured 6” above the soil surface. In addition to the required trees, a minimum of five plants or shrubs shall be planted per every 100 linear feet. Trees and shrubs may be arranged in either rows or clustered.

CHAPTER 8

ARTICLE D: PLANNED DEVELOPMENT ZONES

10-8D-1: ALLOWED USES

	PD-AP	PD-C	PD-M	PD-MU
Accessory structure	P	P	P	P
Child care, in-home babysitting (in residence only)				P
Child care, family (in residence only)				P
Child care center	P	P	P	P
City facility	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
AP uses as specified in zone change	P			
C-1, C-2, C-3, C-4 uses as specified in zone change		P		P
M-1 and M-2 uses as specified in zone change for PD-M			P	
Home occupation				P
Light manufacturing business		P	P	P
Limited temporary outdoor display of merchandise		P		
Multiple-family dwelling				P
Parks	P	P	P	P
Personal Care Service	P	P		P
Personal Instruction Service	P	P	P	P
Public utility facilities, primary	PS	PS	PS	PS
Religious facility	P	P		P
School, public or charter	P	P		P
Storage rental units		PS	PS	
Townhouse and condominiums				P

CHAPTER 8

ARTICLE D: PLANNED DEVELOPMENT ZONES

10-8D-5(B): PD-AP – PLANNED DEVELOPMENT – ADMINISTRATIVE PROFESSIONAL STANDARDS

B. *Height Regulations*: No structure shall be erected to a height less than ten feet (10') and no structure shall be greater than forty feet (40'), ~~or up to sixty feet (60') upon demonstration of architectural merit and specifically approved by the city council.~~ The City Council, after recommendation from the planning commission, may approve increased building height up to 60' upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following standards:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;
2. Increased landscaping enhances the project and reduces any negative impacts;
4. Site layout and design enhances the project and reduces any negative impacts;
3. The massing and building scale is appropriate for the location;
4. The proposed height increase is appropriate for the area; and
5. The increase in height is consistent with any applicable master plan.

CHAPTER 8

ARTICLE D: PLANNED DEVELOPMENT ZONES

10-8D-6(B): PD-C – PLANNED DEVELOPMENT – COMMERCIAL STANDARDS

B. *Height Regulations*: No structure shall be erected to a height less than ten feet (10') or greater than fifty feet (50'), ~~unless otherwise approved as part of the zone change.~~ The City Council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following standards:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;
2. Increased landscaping enhances the project and reduces any negative impacts;

4. Site layout and design enhances the project and reduces any negative impacts;
3. The massing and building scale is appropriate for the location;
4. The proposed height increase is appropriate for the area; and
5. The increase in height is consistent with any applicable master plan.

CHAPTER 8

ARTICLE D: PLANNED DEVELOPMENT ZONES

10-8D-7(B): PD-M – PLANNED DEVELOPMENT – MANUFACTURING STANDARDS

B. *Height Regulations:* No structure shall be erected to a height less than ten feet (10') or greater than fifty feet (50'), ~~unless otherwise approved as part of the zone change.~~ The City Council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following standards:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;
2. Increased landscaping enhances the project and reduces any negative impacts;
4. Site layout and design enhances the project and reduces any negative impacts;
3. The massing and building scale is appropriate for the location;
4. The proposed height increase is appropriate for the area; and
5. The increase in height is consistent with any applicable master plan.

CHAPTER 8

ARTICLE D: PLANNED DEVELOPMENT ZONES

10-8D-7(B): PD-MU – PLANNED DEVELOPMENT – MIXED-USE STANDARDS

B. *Height Regulations:* No structure shall be erected to a height less than ten feet (10') or greater than fifty-five feet (55'). ~~The city council may grant up to seventy feet (70') through the conditional use process.~~ The City Council, after recommendation from the planning commission, may approve increased building height up to

70' upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following standards:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;
2. Increased landscaping enhances the project and reduces any negative impacts;
4. Site layout and design enhances the project and reduces any negative impacts;
3. The massing and building scale is appropriate for the location;
4. The proposed height increase is appropriate for the area; and
5. The increase in height is consistent with any applicable master plan.

CHAPTER 11
OPEN SPACE
10-11-1: ALLOWED USES

	OS
Agriculture	P
Barns and corrals for agriculture and livestock – at least 100' from any dwelling	P
Cemetery	P
Chickens Urban Hens and rabbits – Up to 20 animals per acre (min 1 one acre parcel); provided, the coop or pen is at least 100' from any dwelling; and up to 1 rooster per acre kept at least 500 50 ' from any residential zone	P
City facility	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
Livestock grazing limited to 4 weaned animals per acre or 8 weaned animals per acre for no more than 30 days per year	P

CHAPTER 13

ARTICLE A: HILLSIDE DEVELOPMENT OVERLAY ZONE (HDOZ)

10-13A-9: HILLSIDE REVIEW BOARD

ARTICLE A. HILLSIDE DEVELOPMENT OVERLAY ZONE (HDOZ)

- 10-13A-1: Density and Disturbance Standards**
- 10-13A-2: Slope and Slope Areas Determined**
- 10-13A-3: HDOZ Site Development Permit Standards**
- 10-13A-4: Property Mitigation**
- 10-13A-5: Street Design**
- 10-13A-6: Building Setbacks and Additional Design Standards**
- 10-13A-7: Verification of Compliance**
- 10-13A-8: Expiration of Hillside Development Permit**
- 10-13A-9: [Hillside Review Board](#)**
- [10-13A-10: Appeals](#)**

10-13A-9: HILLSIDE REVIEW BOARD:

- A. Established: There is hereby established a hillside review board for the city.
- B. Powers and Duties: The Hillside Review Board shall have the following responsibilities:
 - 1. Review proposed development within the Hillside Development Overlay Zone and make a recommendation for approval, conditional approval, or denial to the Planning Commission and City Council.
 - 2. Provide advice and support as needed to the city staff, Planning Commission and City Council in connection with reviewing requests for zone changes or other development applications within the Hillside Development Overlay Zone.
- C. Membership, Appointment: The Hillside Review Board shall consist of five (5) members as follows:
 - 1. Two (2) persons who are experts in any of the following fields: landscaping, architecture, civil engineering, geology, real estate or similar applicable areas of expertise; and three (3) citizens of the city representing the public at large. If it is not possible to fill the member positions of the field of expertise, these positions shall be assumed by citizens at large.
 - 2. All members shall be appointed by the Mayor with the approval of the City Council. The board shall select a chairperson and determine a meeting schedule.
- D. Membership, Terms, Vacancies: The members of the hillside review board, appointed as provided above, shall serve for two (2) years on overlapping terms. Vacancies shall be filled by appointment for the unexpired portion of the term.

- E. Quorum; Vote Required: A quorum of the Hillside Review Board shall be three (3) members; and a majority vote of a quorum shall be required for a decision of any matter before the board, but the minimum number of yes votes required for a decision shall never be less than three (3). If a quorum is not present, no meeting shall be held, and any items of business shall be continued to the next meeting of the board.

10-13A-10

APPEALS:

The applicant may appeal a decision in accordance with chapter 3 of this title.

CHAPTER 17

ARTICLE A. PERMITTED WITH STANDARDS

10-17A-3(G): ACCESSORY DWELLING UNITS – SPECIFIC STANDARDS:

3. Design:

- a. Architectural design, materials, and construction shall match the primary residential structure.
- b. ~~Utilities shall not be metered separately for an accessory dwelling unit.~~

CHAPTER 17

ARTICLE A. PERMITTED WITH STANDARDS

10-17A-14: STORAGE RENTAL UNITS – SPECIFIC STANDARDS:

Storage rental units shall meet the following additional standards:

A. *Storage Rental Units – All Zones (Except a PD-C Zone)*: Storage rental units shall be limited to twelve feet (12') overall height for the storage unit portion of the facility.

~~1. B.~~ Site location of storage facilities shall be:

~~a.1.~~ Located behind a retail, office, or similar “storefront” and other appropriate mixed uses which effectively screen the storage units from public street views; or

~~b.2.~~ Located to the rear of existing commercial developments so the storage units are not the dominant view from public streets; and

~~c.3.~~ When located adjacent to a residential zone, shall have the front of the storage units screened behind a front façade typical of a commercial, retail, or office building, or similar façade.

~~2. C.~~ Exterior vertical surfaces of the storage facilities shall be covered with fifty percent (50%) of the area in decorative materials such as: decorative brick veneer, stone, textured block, or other similar materials, and the remaining fifty percent (50%) shall be finished with stucco. No unfinished metal or painted metal buildings are permitted.

~~3. D.~~ Colors are limited to natural, muted tones that emulate the local geologic formations common to the area and blend with the predominant colors of the natural surroundings.

~~4. E.~~ Lighting shall comply with dark sky principles and regulations.

~~5. F.~~ Individual storage units shall not be used for manufacturing, retail or wholesale selling, office functions, other business or service uses, and/or human or animal habitation.

~~6. G.~~ Storage facilities shall not permit the storage of any hazardous, flammable, or explosive materials; hazardous or extremely hazardous waste; or any material which creates obnoxious dust, odor or fumes.

~~7. H.~~ Main access shall be permitted only from a public street. Access to individual storage units shall be permitted only from interior private drives.

~~8. I.~~ Storage facilities located adjacent to residential zones shall be screened with a solid block wall no less than six feet four inches (6'4") in height, and landscaping such as high-growing shrubs or trees placed close together (planted less than five feet (5') on center) that will effectively screen and shield the storage units from public view when abutting the adjacent residential zone.

BJ. *Storage Rental Units in a PD-C Zone:* In a PD-C zone, storage rental units are not limited to a single story, but shall meet the following additional standards:

1. The property is located in an isolated area. “Isolated” is defined as:
 - a. The property is not conducive to standard commercial, retail, professional office, or residential development;
 - b. The storage rental units provide a transition from a more intense use or zoning district to a residential zone;
 - c. The property is screened from the public street behind other property or development that fronts the public street; and
 - d. The storage rental units are located along a master-planned ninety-foot (90') right-of-way;
2. Storage rental units accessed from the exterior of the building must be located behind a solid fence, which obstructs the buildings from the public right-of-way;
3. Multiple-story storage rental units must provide building façades with architectural articulation. Building façade articulation shall include a variation in base, middle, and top of a building created by variations in color and materials. This can be achieved through:
 - a. Combinations of stepping back or extending a portion of the façade (pop-outs); and
 - b. Vertical divisions using different textures and materials.
- 4.** Windows must be opaque, unless the windows are for the business office on the ground floor;
- 45.** Single-story storage facilities can be constructed of prefabricated metal buildings; provided, that the exterior vertical surfaces of the storage facilities are covered with fifty percent (50%) of the area in decorative materials such as: decorative brick veneer, stone, textured block, or other similar materials, and the remaining fifty percent (50%) is finished with stucco;
- 56.** Unfinished metal or painted-metal buildings are not permitted;
- 67.** Colors shall be limited to natural, muted tones that emulate the local geologic formations common to the area and blend with the predominant colors of the natural surroundings;
- 78.** Lighting shall be required to be constructed and shielded (dark sky shielding) to not directly illuminate, or create glare visible from, adjacent properties or public rights-of-way. All outdoor lighting shall be fully shielded and downward directed in compliance with the following:
 - a. No artificial light source shall project direct artificial light into the nighttime sky;

b. No artificial light source shall be placed at a location, angle, or height that creates a light encroachment; and

c. Light-source shielding shall be made of completely opaque material such that light escapes only through the bottom. Shielding that is translucent, transparent, has perforations or slits of any kind, or allows light to escape through it in any other manner is not permitted;

89. Individual storage units shall not be used for manufacturing, retail or wholesale selling, office functions, other business or service uses, and/or human or animal habitation;

910. Storage facilities shall not permit the storage of any hazardous, flammable, or explosive materials; hazardous or extremely hazardous waste; or any material which creates obnoxious dust, odor or fumes;

110. Main access shall only be allowed from a public street. Access to individual storage units shall be from interior private drives only;

124. Storage facilities located adjacent to any residential zone shall be limited to twenty-five feet (25'), be screened with a solid-block wall no less than six feet four inches (6'4") in height, and have a ten-foot (10') landscape strip along the property line; and

132. Landscaping shall include shrubs and trees planted at least five feet (5') on center. (Ord. 2019-10-002, 10-10-2019)

CHAPTER 18

10-18-1(B): REQUIREMENTS:

- A. No fence shall exceed six feet four inches (6'4") in height in the side and rear yards.
- B. No rockery wall, retaining wall, or fence shall exceed four feet (4') in height in a [required front yard setback or street side setback](#). Within the front ten feet (10') behind the sidewalk, or property line if no sidewalk exists, only decorative fences such as picket fences or wrought iron fences with at least fifty percent (50%) of the fence open (up to fifty percent (50%) may be solid, or non-see-through) are allowed.
- C. Berms shall not be used to artificially increase the maximum allowed fence height.

CHAPTER 18

10-18-2: REQUIREMENTS ON CORNER LOTS:

- A. No fence shall exceed six feet four inches (6'4") in height along the rear and side lot lines.
- B. In all zones requiring a front setback, no obstruction to view in excess of three feet (3') in height shall be placed within the "sight distance triangle," defined as a triangular area formed by the street property lines and a line connecting them at points thirty feet (30') from the intersection of the property lines. [On double frontage lots, the sight distance triangle shall be required and maintained on the street that the property accesses and the street it intersects.](#)
- C. A retaining wall no more than three feet (3') in height may be erected, if set back a minimum of five feet (5'), measured from the back of sidewalk, or back of curb where no sidewalk exists. A combination fence and retaining wall shall not exceed eight feet (8') in height. No fence shall be greater than six feet four inches (6'4") in height.
- D. A retaining wall no more than five feet (5') in height may be erected, if set back a minimum of ten feet (10'), measured from the back of sidewalk, or back of curb where no sidewalk exists. No fence shall be greater than six feet four inches (6'4") in height. No combination of retaining wall and fence shall be greater than ten feet (10') in height.

CHAPTER 18

10-18-3(D): RETAINING WALLS:

D. For interior, rear or side lot lines, where a solid fence is placed on top of a retaining wall or rockery wall, the combined exposed face shall not exceed thirteen feet (13') in height at any single point, measured from the finished grade of the adjacent retaining wall to the top of the solid fence. Retaining walls that exceed eight feet (8') shall be terraced in accordance to subsection G of this section.

CHAPTER 18

ARTICLE A: PERMIT REQUIRED WALLS, FENCES AND HEDGES

10-18-6(A): PERMIT REQUIRED:

A. Retaining walls and rockery walls shall not be erected over ~~four feet (4')~~ three feet (3') in height, measured from top of footing to top of wall, without first obtaining a permit from the city of St. George building department unless shown in detail on an approved subdivision or site plan.

CHAPTER 19

10-18-6(C): DEVELOPMENT STANDARDS:

- A. All property used as a parking lot shall comply with adopted parking lot and pavement standards.
- B. *Electric Vehicle Charging Stations (EVCS)*: All new parking areas shall provide the electrical expansion capacity and conduit to parking spaces for at least one percent (1%) of the required parking spaces, in order to accommodate the future hardwire installation of EVCS.
- C. A minimum of two (2) bicycle parking spaces per project and an additional two (2) per one hundred (100) vehicle parking spaces is required.

CHAPTER 23

10-23-1(B): MINIMUM LANDSCAPING STANDARDS:

B. Design:

1. All landscape and irrigation designers and installers shall have all required state and local licenses, insurance, bonding requirements, and be able to show proof of such.

2. Landscape plans shall make provisions for erosion control on all graded sites. No turf shall be planted on slopes greater than thirty percent (30%). Turf should be reserved for areas where it is functional, including high traffic play areas, or areas needing erosion mitigation. Choose turf species with lower water requirements. Choose turf configurations for irrigation efficiency.

3. A landscape and irrigation plan prepared by a Utah-licensed landscape contractor or landscape architect shall be submitted to the city for review at the same time as the drawings and plans are submitted for development of the site.

4. Plants that are well adapted to the St. George-area climate zone shall be used.

5. Plants with similar water needs shall be grouped together in "hydro zones." Spray heads and drip emitters shall not be connected to the same irrigation valve.

6. Drought-tolerant plants with low fuel volume or high moisture content that will blend with the native vegetation shall be used for projects located at the interface between urban areas and natural (nonirrigated) open space.

7. Storm water detention and retention basins shall be landscaped.

8. Landscape plans for projects proposed for development in multiple phases shall clearly specify the landscape improvements required in conjunction with each phase.

9. At least fifty percent (50%) of the required landscaped area shall be covered with foliage of shrubs, grass and live-vegetative ground cover within five (5) years of planting. Trees and the tree canopy shall not be counted in this fifty percent (50%) requirement. In addition to the shrubs, grass, and ground cover, one (1) tree with a minimum one-and-one-half-inch (1½") caliper trunk shall be planted for every four thousand (4,000) square feet of landscaped area with a minimum of one (1) tree per property. The trees may be arranged by the landscape architect as best fits the plan either in rows or clusters. Tree species suitable for desert landscapes are acceptable to meet this requirement.

10. A plan for ongoing maintenance of right-of-way areas shall be included when landscape and irrigation plans are submitted.

11. Only 10% of proposed rooftop landscaping may be counted towards the total required landscaping requirement.

CHAPTER 25

ARTICLE C: PLATS AND PLANS

10-25C-3(B)(4): PRELIMINARY PLAT:

4. Proposed Plan:

a. The layout of streets, driveways, public parks and trails, and utility easements showing identification and dimensions. Where double frontage lots are proposed, the general design of the privacy wall shall be shown.

b. The layout, number, and typical dimensions of lots. [The following shall apply to numbering lots:](#)

- i. [Lots shall be numbered consecutively under a definite system. Numbering shall continue throughout the subdivision with no omissions or duplications.](#)
- ii. [Multiple phases within the same subdivision name shall be identified as phase 1, then phase 2 and so forth. Lots within different phases shall also be distinctly numbered as 101, 102, 103 \(within phase one\), and 201, 202, 203 \(within phase two\), and so forth.](#)
- iii. [Lettering of building lots is not permitted.](#)
- iv. [Areas not designated as a building lot or right-of-way on the plat shall be designated by capital letters and be designated in sequence within a subdivision starting with the letter "A."](#)
- v. [Plat amendments shall be named and numbered in a form acceptable to the office of the Washington County Recorder and Utah State Code as amended.](#)

c. Parcels of land intended to be dedicated for public use or set aside for use of property owners in the subdivision as common or limited common areas.

d. A drainage plan by which the subdivider proposes to handle storm water drainage for the subdivision, including proposed realignment or regrading of existing drainageways upstream, within and downstream of the subdivision. All residential drainage shall be conveyed from each lot to the street. Shared drainage is not permitted unless it is in common or limited common area, owned and maintained by a property owners' association.

e. A general plan for primary water, sewer, power systems, and related ~~accessories~~ [utilities](#).

f. A grading plan by which the subdivider proposes to handle elevation changes, retaining walls, and other related design issues as requested by the city.

Title 10 Revisions

City Council June 4, 2020

Chapter 2 - Definitions

- DWELLING UNIT, ACCESSORY: A subordinate residential living area created within a single-family dwelling or a detached building on the same residential lot as a single-family dwelling which meets the requirements of chapter 17A of this Title.
- GRADE, ADJACENT: A reference plane representing the average of finished ground level adjoining the building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference grade shall be established by the lowest points within the area between the building and the lot line or, where the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the building.
- PERSONAL CARE SERVICE: An establishment primarily engaged in the provision of frequently of recurrently needed services of a personal nature. Typical uses include but are not limited to, beauty and barber shops, massage therapy, custom tailoring and seamstress shops, esthetician, portrait studios, shoe repair shops, and tanning and nail salons.
- PERSONAL INSTRUCTION SERVICE: An establishment primarily engaged in the provision of informational, instructional, personal improvement and similar services of a nonprofessional nature. Typical uses include but are not limited to art and music schools, driving and computer instruction, handicraft or hobby instruction, health and fitness studios.
- SIGNIFICANT HISTORIC BUILDING: A building or structure that is either:
 - A. A designated landmark site as approved by the City Council; or
 - B. A residential or commercial building that meets the requirements of section 10-13E-4(A)(2) of this Title; or
 - C. Any building which meets the criteria for the National Register of Historic Places.

Chapter 5 – Agricultural Zones

		A-0.5	A-1	A-5	A-10	A-20
School, public or charter, primary		P	P	P	P	P
Single-family dwelling, primary			P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use		P	P	P	P
	Accessory dwelling unit		PS	PS	PS	PS
	Child care, in-home babysitting		P	P	P	P
	Child care, family		P	P	P	P
	Guesthouse		PS	PS	PS	PS
	Home occupation		P	P	P	P
	Pigs to be raised by resident for purposes of meeting requirements of a youth club - maximum of one (1) pig per lot for a maximum of six months.		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
	Pig pen/shelter – Up to 8' tall and 100 sf – Allowed only in rear yard at least 100' from any dwelling; required effective manure management		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
	Small animals (not produced for food) up to 8 animals		P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits – up to one (1) rooster per acre kept at least 50' feet from any residential zone		P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management		P	P	P	P

Chapter 7 – Residential Zones

- 10-7-6 H. Access: A dead end street system may not serve more than 30 single-family lots or dwellings, or more than 100 multi-family dwellings. A second access, compliant with all Fire and Building codes and all engineering standards as currently adopted by the City, shall be provided for additional lots or dwelling units.

	RE-5	RE-12.5	RE-20	RE-37.5
Home occupation	P	P	P	P
Livestock – 1 animal per 12,000 sf; 2 per 20,000 sf; 1 additional animal for each additional 10,000 sf over 20,000 sf	P	P	P	P
<u>Pigs to be raised by resident for purposes of meeting requirements of a youth club - maximum of one (1) pig per lot for a maximum of six months.</u>				<u>P</u>
<u>Pig pen/shelter – Up to 8' tall and 100 sf – Allowed only in rear yard at least 100' from any dwelling; required effective manure management</u>				<u>P</u>
Small animals (not produced for food) up to 8 animals	P	P	P	P
Sale of homegrown eggs and produce from the residence, subject to the provisions and restrictions in the home occupation ordinance	P	P	P	P
Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits, <u>and up to one (1) rooster per 37,500 sf kept at least 50' from any residential zone.</u>	P	P	P	P
Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P	P	P	P

Chapter 7 – Residential Zones

- 10-7F-4(C) – Planned Residential Development
 - 10-7G-4(B) – Planned Development – Student Housing Zone
 - 10-8D-5(B) - Planned Development – Administrative Professional Zone (Up to 60')
 - 10-8D-6(B) - Planned Development – Commercial
 - 10-8D-7(B) - Planned Development – Manufacturing
 - 10-8D-7(B) - Planned Development – Mixed Use (Up to 70')
-

B. *Height Regulations*: No structure shall be erected to a height less than ten feet (10') or greater than fifty feet (50'), ~~unless otherwise approved as part of the zone change.~~ The City Council, after recommendation from the planning commission, may approve increased building height upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following standards:

1. Proposed setbacks provide an appropriate buffer to neighboring properties;
2. Increased landscaping enhances the project and reduces any negative impacts;
4. Site layout and design enhances the project and reduces any negative impacts;
3. The massing and building scale is appropriate for the location;
4. The proposed height increase is appropriate for the area; and
5. The increase in height is consistent with any applicable master plan.

Chapter 8 – Administrative Professional Zone Allowed Uses

	AP
Accessory structure, to any of the listed uses	P
Child care center	P
City facility	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
Hospital	P
Medical and biological laboratory/research	P
<u>Medical Office</u>	<u>P</u>
Mortuary	P
Nursing home	P
Office, <u>Professional</u>	P
<u>Pharmacy</u>	<u>P</u>
<u>Personal Care Service</u>	<u>P</u>
<u>Public utility facilities, primary</u>	<u>PS</u>
<u>Religious facility</u>	<u>P</u>
School, public or charter	P

Side & Rear Setbacks (abutting Residential)

- ~~10' + (height - 15')~~
- 10' plus one additional foot for every foot of building height over 15'
- This language is also added to the C-1, C-2, C-3 & C-4 zones.

Chapter 8A - Administrative Professional Zone

- D. Protection of Residential Zones: Where any Administrative Professional zone adjoins any residential zone, as part of the required setbacks, there shall be provided and maintained along such property line a six-foot (6') solid masonry fence, and a ten-foot (10') landscape buffer to protect the adjoining residential property. Landscape buffer shall consist of a minimum of one (1) tree every 20 linear feet. Required trees shall be a minimum of 1 ½" diameter measured 6" above the soil surface. In addition to the required trees, a minimum of five plants or shrubs shall be planted per every 100 linear feet. Trees and shrubs may be arranged in either rows or clustered.

Chapter 8B – Commercial Zones

D. *New Buildings or Exterior Remodels* within I-15 Right-of-Way: New buildings or existing buildings proposing an exterior remodel located within two hundred feet (200') of the I-15 right-of-way shall comply with the following:

1. *Design Standards:*

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 sidewalls 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 or proposed exterior remodels to existing 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), all consistent with this title, is required.

E. *Protection of Residential Zones:* Where any Commercial zone adjoins any residential zone, as part of the required setbacks, there shall be provided and maintained along such property line a six-foot (6') solid masonry fence, and a ten-foot (10') landscape buffer to protect the adjoining residential property. Landscape buffer shall consist of a minimum of one (1) tree every 20 linear feet. Required trees shall be a minimum of 1 ½" diameter measured 6" above the soil surface. In addition to the required trees, a minimum of five plants or shrubs shall be planted per every 100 linear feet. Trees and shrubs may be arranged in either rows or clustered.

*This language has also been applied to Manufacturing zones.

Chapter 8D – Planned Development Zones

	PD-AP	PD-C	PD-M	PD-MU
Accessory structure	P	P	P	P
Child care, in-home babysitting (in residence only)				P
Child care, family (in residence only)				P
Child care center	P	P	P	P
City facility	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
AP uses as specified in zone change	P			
C-1, C-2, C-3, C-4 uses as specified in zone change		P		P
M-1 and M-2 uses as specified in zone change for PD-M			P	
Home occupation				P
Light manufacturing business		P	P	P
Limited temporary outdoor display of merchandise		P		
Multiple-family dwelling				P
Parks	P	P	P	P
Personal Care Service	P	P		P
Personal Instruction Service	P	P	P	P

Chapter 11 - Open Space

	OS
Agriculture	P
Barns and corrals for agriculture and livestock – at least 100' from any dwelling	P
Cemetery	P
Chickens Urban Hens and rabbits – Up to 20 animals per acre (min 4 one acre parcel); provided, the coop or pen is at least 100' from any dwelling; and up to 1 rooster per acre kept at least 500 50 ' from any residential zone	P
City facility	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
Livestock grazing limited to 4 weaned animals per acre or 8 weaned animals per acre for no more than 30 days per year	P

Chapter 13 – Hillside Review Board

CHAPTER 13

ARTICLE A: HILLSIDE DEVELOPMENT OVERLAY ZONE (HDOZ)

10-13A-9: HILLSIDE REVIEW BOARD

ARTICLE A. HILLSIDE DEVELOPMENT OVERLAY ZONE (HDOZ)

10-13A-1: Density and Disturbance Standards

10-13A-2: Slope and Slope Areas Determined

10-13A-3: HDOZ Site Development Permit Standards

10-13A-4: Property Mitigation

10-13A-5: Street Design

10-13A-6: Building Setbacks and Additional Design Standards

10-13A-7: Verification of Compliance

10-13A-8: Expiration of Hillside Development Permit

10-13A-9: [Hillside Review Board](#)

[10-13A-10: Appeals](#)

E. [Quorum; Vote Required: A quorum of the Hillside Review Board shall be three \(3\) members; and a majority vote of a quorum shall be required for a decision of any matter before the board, but the minimum number of yes votes required for a decision shall never be less than three \(3\). If a quorum is not present, no meeting shall be held, and any items of business shall be continued to the next meeting of the board.](#)

[10-13A-10](#)

APPEALS:

The applicant may appeal a decision in accordance with chapter 3 of this title.

[10-13A-9: HILLSIDE REVIEW BOARD:](#)

- A. [Established: There is hereby established a hillside review board for the city.](#)
- B. [Powers and Duties: The Hillside Review Board shall have the following responsibilities:](#)
 - 1. [Review proposed development within the Hillside Development Overlay Zone and make a recommendation for approval, conditional approval, or denial to the Planning Commission and City Council.](#)
 - 2. [Provide advice and support as needed to the city staff, Planning Commission and City Council in connection with reviewing requests for zone changes or other development applications within the Hillside Development Overlay Zone.](#)
- C. [Membership, Appointment: The Hillside Review Board shall consist of five \(5\) members as follows:](#)
 - 1. [Two \(2\) persons who are experts in any of the following fields: landscaping, architecture, civil engineering, geology, real estate or similar applicable areas of expertise; and three \(3\) citizens of the city representing the public at large. If it is not possible to fill the member positions of the field of expertise, these positions shall be assumed by citizens at large.](#)
 - 2. [All members shall be appointed by the Mayor with the approval of the City Council. The board shall select a chairperson and determine a meeting schedule.](#)
- D. [Membership, Terms, Vacancies: The members of the hillside review board, appointed as provided above, shall serve for two \(2\) years on overlapping terms. Vacancies shall be filled by appointment for the unexpired portion of the term.](#)

Miscellaneous

- 10-18-6(C)

C. A minimum of two (2) bicycle parking spaces per project and an additional two (2) per one hundred (100) vehicle parking spaces is required.

- 10-23-1(B)

11. Only 10% of proposed rooftop landscaping may be counted towards the total required landscaping requirement.

- 10-25C-3(B)(4)

b. The layout, number, and typical dimensions of lots. The following shall apply to numbering lots:

- Lots shall be numbered consecutively under a definite system. Numbering shall continue throughout the subdivision with no omissions or duplications.
- Multiple phases within the same subdivision name shall be identified as phase 1, then phase 2 and so forth. Lots within different phases shall also be distinctly numbered as 101, 102, 103 (within phase one), and 201, 202, 203 (within phase two), and so forth.
- Lettering of building lots is not permitted.
- Areas not designated as a building lot or right-of-way on the plat shall be designated by capital letters and be designated in sequence within a subdivision starting with the letter "A."
- Plat amendments shall be named and numbered in a form acceptable to the office of the Washington County Recorder and Utah State Code as amended.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10 ZONING REGULATIONS

WHEREAS, the City Council desires to amend its current zoning regulations, City Ordinances Title 10, Zoning Regulations;

WHEREAS, the Planning Commission has considered the proposed amendments in a public hearing and recommends adoption of the new zoning regulations; and

WHEREAS, the City Council has determined that amending the current regulations as set forth herein, 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. Current regulations, City Ordinances Title 10, Zoning Regulations, are hereby amended, and any provision of the St. George City Code found to be in conflict with this Ordinance also is hereby repealed.

Section 2. Enactment. Title 10, Zoning Regulation amendments, attached hereto and incorporated herein as Exhibit A, are hereby adopted.

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 ____ day of _____, 2020.

Jonathan Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

1 **EXHIBIT A**

2
3 **CHAPTER 2**

4 **DEFINITIONS**

5
6 DWELLING UNIT, ACCESSORY: A subordinate residential living area created within a single-family
7 dwelling or a detached building on the same residential lot as a single-family dwelling which meets the
8 requirements of chapter 17A of this Title.

9
10 GRADE, ADJACENT: A reference plane representing the average of finished ground level adjoining the
11 building at exterior walls. Where the finished ground level slopes away from the exterior walls, the reference
12 grade shall be established by the lowest points within the area between the building and the lot line or, where
13 the lot line is more than six (6) feet from the building, between the building and a point six (6) feet from the
14 building.

15
16 *IMPROVEMENT COMPLETION ASSURANCE:* Means cash, or an irrevocable letter of credit under terms
17 acceptable to the city, to guaranty the proper completion of landscaping or an infrastructure
18 improvement required as a condition precedent to:

19 A. Recording a subdivision plat; or

20 B. Development of ~~a commercial, industrial, mixed-use, or multifamily~~ any property or project.

21
22 *INFRASTRUCTURE IMPROVEMENT:* Permanent infrastructure that an applicant must install:

23 A. Pursuant to published installation and inspection specifications for public improvements; and

24 B. As a condition of:

25 1. Recording a subdivision plat; or

26 2. Development of ~~a commercial, industrial, mixed-use, condominium, or multifamily~~ any property or project.

27
28 PERSONAL CARE SERVICE: An establishment primarily engaged in the provision of frequently recurrently
29 needed services of a personal nature. Typical uses include but are not limited to, beauty and barber shops,
30 massage therapy, custom tailoring and seamstress shops, esthetician, portrait studios, shoe repair shops, and
31 tanning and nail salons.

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33
34 PERSONAL INSTRUCTION SERVICE: An establishment primarily engaged in the provision of informational,
35 instructional, personal improvement and similar services of a nonprofessional nature. Typical uses include but
36 are not limited to art and music schools, driving and computer instruction, handicraft or hobby instruction,
37 health and fitness studios.

SIGNIFICANT HISTORIC BUILDING: A building or structure that is either:

A. A designated landmark site as approved by the City Council; or

B. A residential or commercial building that meets the requirements of section 10-13E-4(A)(2) of this Title; or

C. Any building which meets the criteria for the National Register of Historic Places.

SMALL ANIMAL: An animal that, on average, will reach a mature weight of no more than fifteen (15) pounds and does not include rabbits or ~~chicken~~ urban hens.

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CHAPTER 5
AGRICULTURAL ZONES
10-5-1: ALLOWED USES

	A-0.5	A-1	A-5	A-10	A-20
Agriculture	P	P	P	P	P
Apiaries/beekeeping, chapter 10-17	P PS	PS	PS	PS	PS
Barns and corrals for agriculture and livestock – at least 100' from any dwelling	P	P	P	P	P
Barns and corrals for agriculture and livestock – at least 50' from any dwelling	P	P			
<u>Cemetery</u>			<u>P</u>	<u>P</u>	<u>P</u>
City facility, primary	P	P	P	P	P
City facility accessory uses – Accessory structure and use	P	P	P	P	P
Commercial kennels – Up to 12 animals per acre – At least 100' from any dwelling			PS	PS	PS
Commercial agriculture or livestock business	P	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C	C
Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P	P
Livestock – Up to 12 animals per acre	P	P	P	P	P
Livestock – Over 12 animals per acre	P		P	P	P
Medical cannabis pharmacy, Utah licensed – At least 600' from a primarily residential zone			P	P	P
Medical cannabis production establishment, Utah licensed: Cultivation facility Independent testing laboratory Processing facility					P
Public utility facilities, primary	PS	PS	PS	PS	PS
Religious facility, primary	P	P	P	P	P
Residential treatment facility			PS		

		A-0.5	A-1	A-5	A-10	A-20
School, public or charter, primary		P	P	P	P	P
Single-family dwelling, primary			P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use		P	P	P	P
	Accessory dwelling unit		PS	PS	PS	PS
	Child care, in-home babysitting		P	P	P	P
	Child care, family		P	P	P	P
	Guesthouse		PS	PS	PS	PS
	Home occupation		P	P	P	P
	Pigs to be raised by resident for purposes of meeting requirements of a youth club - maximum of one (1) pig per lot for a maximum of six months.		PS	PS	PS	PS
	Pig pen/shelter – Up to 8’ tall and 100 sf – Allowed only in rear yard at least 100’ from any dwelling; required effective manure management		PS	PS	PS	PS
	Small animals (not produced for food) up to 8 animals		P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits – up to one (1) rooster per acre kept at least 50’ feet from any residential zone		P	P	P	P
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management		PS	PS	PS	PS

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CHAPTER 7
RESIDENTIAL ZONES
10-7-6: DESIGN CRITERIA

H. Access: A dead end street system may not serve more than 30 single-family lots or dwellings, or more than 100 multi-family dwellings. A second access, compliant with all Fire and Building codes and all engineering standards as currently adopted by the City, shall be provided for additional lots or dwelling units.

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CHAPTER 7
ARTICLE A: RESIDENTIAL ESTATE ZONES
10-7A-1: ALLOWED USES

		RE-5	RE-12.5	RE-20	RE-37.5
City facility, primary		P	P	P	P
City facility accessory uses; accessory structure and use		P	P	P	P
Commercial agriculture or livestock business		P	P	P	P
Communication transmission facilities, including wireless, primary		PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'		C	C	C	C
Lot size averaging				P	P
Private country club, golf course and park		P	P	P	P
Public utility facilities, primary		PS	PS	PS	PS
Public utility facilities accessory uses; accessory structures		P	P	P	P
Religious facility, primary		P	P	P	P
School, public or charter, primary		P	P	P	P
Short term residential rental		PS	PS	PS	PS
Single-family dwelling, primary		P	P	P	P
Single-family dwelling accessory uses:	Accessory structure and use	P	P	P	P
	Accessory Dwelling Unit	PS	PS	PS	PS
	Agriculture	P	P	P	P
	Apiaries/beekeeping	PS	PS	PS	PS
	Barns and corrals for agriculture and livestock – At least 50' from any dwelling	PS			
	Barns and corrals for agriculture and livestock – At least 100' from any dwelling	PS	PS	PS	PS
	Child care, in-home babysitting	P	P	P	P
	Child care, family	P	P	P	P
	Greenhouse, high tower or plant nurseries (no retail)	P	P	P	P
	Guesthouse	PS	PS	PS	PS

		RE-5	RE-12.5	RE-20	RE-37.5
	Home occupation	P	P	P	P
	Livestock – 1 animal per 12,000 sf; 2 per 20,000 sf; 1 additional animal for each additional 10,000 sf over 20,000 sf	P	P	P	P
	Pigs to be raised by resident for purposes of meeting requirements of a youth club - maximum of one (1) pig per lot for a maximum of six months.				PS
	Pig pen/shelter – Up to 8' tall and 100 sf – Allowed only in rear yard at least 100' from any dwelling; required effective manure management				PS
	Small animals (not produced for food) up to 8 animals	P	P	P	P
	Sale of homegrown eggs and produce from the residence, subject to the provisions and restrictions in the home occupation ordinance	P	P	P	P
	Urban hens and rabbits – Up to 6 adult hens and 4 adult rabbits per 1,000 sf of lot area – No more than 16 animals per lot, up to 10 rabbits, and up to one (1) rooster per 37,500 sf kept at least 50' from any residential zone.	PS	PS	PS	PS
	Urban hen/rabbit coop, pen or cage – Up to 8' tall and 200 sf – Allowed only in rear yard, at least 20' from lot line (unless solid perimeter fence); required effective manure management	P	P	P	P

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94 **CHAPTER 7**

95 **ARTICLE F: PLANNED DEVELOPMENT RESIDENTIAL ZONE**

96 **10-7F-4: PD-R PLANNED RESIDENTIAL DEVELOPMENT STANDARDS**

97 A. *Minimum Zone Requirements:* Each planned residential development zone application shall include a
98 minimum of fifteen thousand (15,000) square feet and four (4) dwelling units.

99 B. *Maximum Density:* The density shall match the general plan land use map and shall not exceed the
100 maximum density of twenty-two (22) dwelling units per acre.

101 C. *Height Regulations:* No residential dwelling shall be erected to a height less than ten feet (10') and no
102 structure shall be greater than forty feet (40'). The City Council, after recommendation from the planning
103 commission, may approve increased building height upon making a finding, as part of a zone change approval,
104 that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after
105 considering the following:

106 1. Proposed setbacks provide an appropriate buffer to neighboring properties;

107 2. Increased landscaping enhances the project and reduces any negative impacts;

108 3. Site layout and design enhances the project and reduces any negative impacts;

109 4. The massing and building scale is appropriate for the location;

110 5. The proposed height increase is appropriate for the area; and

111 6. The increase in height is consistent with any applicable master plan.

112 D. *Area, Coverage, Density, Yard, Common Area and Landscaping Requirements:* The minimum lot
113 area, maximum density, maximum lot coverage, yard and common open space/landscaping
114 requirements are as follows:

Maximum Density/Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
As approved by the city council with recommendation from the planning commission and not to exceed 22	50%	30%	15' 20' for a garage or carport	Adjacent to single- family zone: 30' Otherwise: 10' if height is less	Adjacent to single- family zone: 30' Adjacent to a street: 20' with a 6' privacy

Maximum Density/Lot Size	Maximum Lot Coverage	Minimum Area Landscaped Area	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
DUA, and the general plan land use map limits. The minimum lot size in single-family residential subdivisions with private individual lots (no common area within lots) 5,000 square feet.				than 20'; 20' if height is 20' or greater On a separate lot: 8'	wall along street right-of-way Otherwise: 10' if height is less than 20'; 20' if height is 20' or greater On a separate lot: 8'
Building separation for detached single-family projects, where common or limited common area between structures; structures shall be built in accordance with the the current International Residential Code current edition of the adopted Building Codes of the City of St. George ; no fence and no retaining wall exists between units or building offsets; and the reduced separation is approved during the zone change.	50%	30%	3'	Adjacent to single-family zone: 30' Otherwise: 10' if height is less than 20'; 20' if height is 20' or greater On a separate lot: 8'	Adjacent to single-family zone: 30' Otherwise: 10' if height is less than 20'; 20' if height is 20' or greater On a separate lot: 8'

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122 CHAPTER 7

123 ARTICLE G: PLANNED DEVELOPMENT STUDENT HOUSING ZONE

124 10-7G-4: PD-SH STUDENT HOUSING DEVELOPMENT STANDARDS

125
126 B. *Height Regulations:* No residential dwelling shall be erected to a height less than ten feet (10') and no
127 structure shall be greater than fifty-five feet (55') ~~or up to seventy feet (70') upon demonstration of~~
128 ~~architectural merit and specifically approved by the city council.~~ The City Council, after recommendation from
129 the planning commission, may approve increased building height, up to 70' upon making a finding, as part of a
130 zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any
131 negative impacts, after considering the following:

- 132 1. Proposed setbacks provide an appropriate buffer to neighboring properties;
133 2. Increased landscaping enhances the project and reduces any negative impacts;
134 3. Site layout and design enhances the project and reduces any negative impacts;
135 4. The massing and building scale is appropriate for the location;
136 5. The proposed height increase is appropriate for the area; and
137 6. The increase in height is consistent with any applicable master plan.

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CHAPTER 8
ARTICLE A: ADMINISTRATIVE PROFESSIONAL ZONE
10-8A-1: ALLOWED USES

	AP
Accessory structure, to any of the listed uses	P
Child care center	P
City facility	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
Hospital	P
Medical and biological laboratory/research	P
Medical Office	P
Mortuary	P
Nursing home	P
Office, Professional	P
Pharmacy	P
Personal Care Service	P
Public utility facilities, primary	PS
Religious facility	P
School, public or charter	P

CHAPTER 8

ARTICLE A: ADMINISTRATIVE PROFESSIONAL ZONE

10-8A-3: AREA, YARD AND WIDTH REQUIREMENTS

The minimum lot area, width and yard requirements are as follows:

District	Minimum Lot Area	Minimum Lot Width/ Frontage	Minimum Yard Setbacks		
			Front and Street Side	Side	Rear
AP	10,000 sf	80'	20'	10'	10'
			Setbacks must meet setback of adjacent zone if such setback is greater than normally required by this zone. Must meet setback of adjacent zone if that setback is greater than required in this table.		
AP abutting residential	10,000 sf	80'	20'	10' + (height - 15') <u>10' plus one additional foot for every foot of building height over 15'</u>	10' + (height - 15') <u>10' plus one additional foot for every foot of building height over 15'</u>

180 **CHAPTER 8**

181 **ARTICLE A: ADMINISTRATIVE PROFESSIONAL ZONE**

182 **10-8A-5: SPECIAL PROVISIONS**

183
184 Applications for a building with a ground floor (footprint) area of twenty thousand (20,000) square feet or
185 more or for development with an aggregate ground floor (footprint) square footage of twenty thousand
186 (20,000) square feet or more must include a site plan, colored building elevations of all sides and a three (3)
187 dimensional rendering that demonstrates the application complies with the following standards:

188 A. Vehicle access and parking lots properly designed for safety, efficiency and mitigation of adverse
189 environmental impacts. Parking lot design must incorporate landscaped and shade trees throughout the lot to
190 mitigate for major heat islands, and to break up large asphalt areas.

191 B. Building façade must include:

192 1. Substantial façade shifts every ten feet (10') in the horizontal plane, and every fifty feet (50') in the
193 vertical plane;

194 2. Vertical articulation and variation from floor to floor created with color, materials, pitch dormers,
195 gable ends, cornice detailing, or similar details;

196 3. A combination of doors, windows, texture, projections, awnings or canopies on the base floor
197 elevation to reinforce a perception of pedestrian scale.

198 C. Building colors are limited to natural, muted tones that emulate the local geologic formations common to
199 the area and blend with the predominant colors of the natural surroundings.

200 D. Protection of Residential Zones: Where any Administrative Professional zone adjoins any residential zone,
201 as part of the required setbacks, there shall be provided and maintained along such property line a six-foot (6')
202 solid masonry fence, and a ten-foot (10') landscape buffer to protect the adjoining residential property.
203 Landscape buffer shall consist of a minimum of one (1) tree every 20 linear feet. Required trees shall be a
204 minimum of 1 ½" diameter measured 6" above the soil surface. In addition to the required trees, a minimum of
205 five plants or shrubs shall be planted per every 100 linear feet. Trees and shrubs may be arranged in either
206 rows or clustered.

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CHAPTER 8
ARTICLE B: COMMERCIAL ZONES
10-8B-1: ALLOWED USES

	C-1	C-2	C-3	C-4
Alcohol establishments, including the following:				
Bar establishment		C	C	C
Off-premise beer retailer		P	P	P
Microbrewery or micro-winery (with restaurant or bar establishment)		P	P	P
Nightclub, dance hall (with alcohol)		C	C	C
Ambulance service		P	P	
Amusement centers, recreation and entertainment facilities (indoor):				
Indoor entertainment activities such as paintball, miniature golf, arcade		P	P	P
Indoor shooting range		PS	PS	
Nightclub, dance hall (without alcohol)		P	P	P
Amusement centers, recreation and entertainment facilities (outdoor)		C	C	C
Animal services, including the following:				
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building		P	P	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)		PS	PS	
Automobile and vehicle services, limited to the following uses:				
Automobiles and other similar vehicle sales lots		PS	PS	
Automobile parts sales (new parts only); provided, conducted within completely enclosed building		P	P	P
Automobile rental (vehicles up to 26' in length)		P	P	
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)		P	P	P
Car wash, recirculating water system manual or auto spray	P	P	P	P
Tire sales and service; provided, conducted within completely enclosed building		P	P	P
Financial, medical and professional services	P	P	P	P

	C-1	C-2	C-3	C-4
Food service establishments, including the following and similar uses:				
Catering establishment		P	P	P
Restaurant	P	P	P	P
Lodging, temporary, limited to the following uses:				
Bed and breakfast		P	P	P
Hotel/motel		P	P	P
RV parks, long and short term		PS		
Timeshare units		P	P	P
Hospitals			P	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)		P	P	P
Mental health treatment center, with overnight stay		C	C	C
Nursing home		P	P	
Office	P	P	P	P
Religious facility	P	P	P	P
Residential, limited to the following use:				
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people		PS	PS	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)		C	C	C
Retail shops:				
Antique store		P	P	P
Athletic and sporting goods store		P	P	P
Department store		P	P	P
Drive-through sales (pharmacy, dairy products, etc.)		P	P	P
Furniture and large appliances sales (used)		P	P	
Furniture sales (new) and repair		P	P	P
Household appliance sales and service		P	P	P
Office supply, office machines sales and service		P	P	P

	C-1	C-2	C-3	C-4
Paint or wallpaper store		P	P	P
Pawnshop		P	P	
Seed and feed store, retail		P	P	
Supermarket/grocery store		P	P	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)		P	P	P
Vegetable stand		P	P	P
Payday lending/title loans		P	P	
Retail sale of goods with some operations outdoors, limited to the following uses:				
Building materials sales			P	
Convenience markets with gas pumps/gas station		P	P	
Convenience markets with gas pumps located in the rear of the building				P
Farm implement sales (outdoor display)		P	P	
Fence, sales and service		P	P	
Garden supplies and plant material sales		P	P	
Greenhouse and nursery; soil and lawn service			P	
Landscape rock sales, ancillary to a permitted use			P	
Service businesses, limited to the following uses:				
Barbershop/beauty shop	P	P	P	P
Body piercing, ancillary to a permitted use		P	P	P
Carpet and rug cleaning		P	P	P
Child care center	P	P	P	P
Communication transmission facilities, including wireless, primary		PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
Construction trade services, plumbing shop, electrical shop, etc.			P	
Crematorium, independent human		P	P	
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P	P	P
Gunsmith		P	P	P

	C-1	C-2	C-3	C-4
Janitor service and supply		P	P	P
Locksmith		P	P	P
Massage establishment	P	P	P	P
Mortuary		P	P	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), esthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P	P	P	P
Personal Care Service	P	P	P	P
Personal Instruction Service	P	P	P	P
Pest control and extermination		P	P	P
Pet grooming		P	P	P
Printing, lithographing, publishing or reproduction sales and service			P	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P	P	P
RV storage		PS	PS	
Sign sales		P	P	P
Storage rental units		PS	PS	
Tattoo establishment		P	P	P
Taxidermist		PS	PS	
Transportation, limited to the following uses:				
Bus terminal		P	P	P
Taxi/shuttle		P	P	P
Government, public services and facilities, limited to the following uses:				
City, all facilities	P	P	P	P
Public utility facilities, primary		PS	PS	PS

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CHAPTER 8
ARTICLE B: COMMERCIAL ZONES
10-8B-2: AREA, SETBACK AND HEIGHT REQUIRMENTS

		C-1	C-2	C-3	C-4	
					Setback	Build-to Line
Minimum new lot area		10,000 sf	10,000 sf	10,000 sf	10,000 sf	
Minimum yard setbacks from property line	Front	20'	20'	20'	0	10'
	Side	10'	10'	10'	0	
	Side facing a street on corner lot	20'	20'	20'	0	
	Rear	10'	10'	10'	None	
Setbacks when abutting a residential zone	Front	20' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 20'	20' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 20'	20' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 20'	10'	10'
	Side	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 15'	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 15'	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 15'	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 15'	
	Side facing a street on corner lot	20' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 20'	20' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 20'	20' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 20'	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 20'	
	Rear	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 15'	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 15'	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 15'	10' plus +1' <u>one additional foot</u> for every foot of <u>building</u> height over 15'	

	C-1	C-2	C-3	C-4	
				Setback	Build-to Line
Required screening from abutting residential property	Solid 6' masonry wall and 10' landscaping along residential property line	Solid 6' masonry wall and 10' landscaping along residential property line	Solid 6' masonry wall and 10' landscaping along residential property line	Solid 6' masonry wall and 10' landscaping along residential property line	
Minimum/maximum height	8'/50'	8'/50'	8'/50'	8'/50'	
Maximum structure area	15,000 sf				
Maximum lot coverage	40% for all conditional uses				

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241 CHAPTER 8

242 ARTICLE B: COMMERCIAL ZONES

243 10-8B-3: SPECIAL PROVISIONS

244
245 D. *New Buildings or Exterior Remodels* within I-15 Right-of-Way: New buildings or existing buildings
246 proposing an exterior remodel located within two hundred feet (200') of the I-15 right-of-way shall comply
247 with the following:

248 1. *Design Standards:*

249 a. Buildings backing against the I-15 right-of-way are considered to have two (2) building
250 fronts for aesthetic purposes. Building walls visible from I-15 shall be constructed of identical or
251 similar materials as the building's front exterior, or shall be landscaped in such a manner that
252 untreated cinder block, concrete or similar materials typical of rear walls are screened or enhanced to
253 give a building-front appearance.

254 b. Along the I-15 right-of-way, landscaping shall be provided to beautify the side and rear
255 walls of buildings. Trees shall be planted at least every thirty feet (30') to forty feet (40') along such
256 rights-of-way. In addition to landscaping, aesthetic improvements to the buildings' rear and sidewalls
257 are encouraged. Signs painted or attached to the side or rear walls shall not cover more than ten
258 percent (10%) of the face of such walls.

259 2. *Site Plan and Elevation Drawings Required:* Prior to the issuance of a building permit for new
260 commercial buildings or proposed exterior remodels to existing buildings within two hundred feet (200') of the
261 I-15 right-of-way, a site plan along with building elevation drawings showing the building view from I-15
262 (including signage), all consistent with this title, is required.

263
264 E. *Protection of Residential Zones:* Where any Commercial zone adjoins any residential zone, as part of the
265 required setbacks, there shall be provided and maintained along such property line a six-foot (6') solid
266 masonry fence, and a ten-foot (10') landscape buffer to protect the adjoining residential property. Landscape
267 buffer shall consist of a minimum of one (1) tree every 20 linear feet. Required trees shall be a minimum of 1
268 ½" diameter measured 6" above the soil surface. In addition to the required trees, a minimum of five plants or
269 shrubs shall be planted per every 100 linear feet. Trees and shrubs may be arranged in either rows or clustered.

276 CHAPTER 8

277 ARTICLE C: MANUFACTURING ZONES

278 10-8C-3: SPECIAL PROVISIONS

279
280 F. *Landscaping*: Properties within the M-1, M-2, and M-C zones shall comply with chapter 23, “Landscape
281 Standards,” of this title. In the M-1 and M-2 zones, a minimum of five percent (5%) of the lot area shall be
282 maintained as landscaped area. ~~A landscaped area adjacent to the public street shall be provided and planted~~
283 ~~with trees and shrubs. In the M-C zone~~ In all Manufacturing zones, a landscape strip, outside the public right-
284 of-way, along the front of the property on public streets, not less than six feet (6') wide, and an average of at
285 least fifteen feet (15') wide, ~~shall be landscaped~~ shall be provided and planted with trees and shrubs. At least
286 half of the landscaped area shall consist of live trees, shrubs, and ground cover. This landscape strip shall be in
287 addition to the required 5% landscaping required above.

288 G. *Protection of Residential Zones*: Where any manufacturing zone adjoins any residential zone, as part of the
289 required setback, there shall be provided and maintained along such property line a six-foot (6') solid masonry
290 fence, and a ten-foot (10') landscape buffer to protect the adjoining residential property. The landscape buffer
291 shall consist of a minimum of one (1) tree every 20 linear feet. Required trees shall be a minimum of 1 ½”
292 diameter measured 6” above the soil surface. In addition to the required trees, a minimum of five plants or
293 shrubs shall be planted per every 100 linear feet. Trees and shrubs may be arranged in either rows or clustered.

CHAPTER 8

ARTICLE D: PLANNED DEVELOPMENT ZONES

10-8D-1: ALLOWED USES

	PD-AP	PD-C	PD-M	PD-MU
Accessory structure	P	P	P	P
Child care, in-home babysitting (in residence only)				P
Child care, family (in residence only)				P
Child care center	P	P	P	P
City facility	P	P	P	P
Communication transmission facilities, including wireless, primary	PS	PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
AP uses as specified in zone change	P			
C-1, C-2, C-3, C-4 uses as specified in zone change		P		P
M-1 and M-2 uses as specified in zone change for PD-M			P	
Home occupation				P
Light manufacturing business		P	P	P
Limited temporary outdoor display of merchandise		P		
Multiple-family dwelling				P
Parks	P	P	P	P
Personal Care Service	P	P		P
Personal Instruction Service	P	P	P	P
Public utility facilities, primary	PS	PS	PS	PS
Religious facility	P	P		P
School, public or charter	P	P		P
Storage rental units		PS	PS	
Townhouse and condominiums				P

313 CHAPTER 8

314 ARTICLE D: PLANNED DEVELOPMENT ZONES

315 10-8D-5(B): PD-AP – PLANNED DEVELOPMENT –
316 ADMINISTRATIVE PROFESSIONAL STANDARDS
317

318 B. *Height Regulations*: No structure shall be erected to a height less than ten feet (10') and no structure shall
319 be greater than forty feet (40'), ~~or up to sixty feet (60') upon demonstration of architectural merit and~~
320 ~~specifically approved by the city council.~~ The City Council, after recommendation from the planning
321 commission, may approve increased building height up to 60' upon making a finding, as part of a zone change
322 approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative
323 impacts, after considering the following:

- 324 1. Proposed setbacks provide an appropriate buffer to neighboring properties;
325 2. Increased landscaping enhances the project and reduces any negative impacts;
326 3. Site layout and design enhances the project and reduces any negative impacts;
327 4. The massing and building scale is appropriate for the location;
328 5. The proposed height increase is appropriate for the area; and
329 6. The increase in height is consistent with any applicable master plan.
330

331 CHAPTER 8

332 ARTICLE D: PLANNED DEVELOPMENT ZONES

333 10-8D-6(B): PD-C – PLANNED DEVELOPMENT – COMMERCIAL STANDARDS

334
335 B. *Height Regulations*: No structure shall be erected to a height less than ten feet (10') or greater than fifty feet
336 (50'), ~~unless otherwise approved as part of the zone change.~~ The City Council, after recommendation from the
337 planning commission, may approve increased building height upon making a finding, as part of a zone change
338 approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative
339 impacts, after considering the following:

- 340 1. Proposed setbacks provide an appropriate buffer to neighboring properties;
- 341 2. Increased landscaping enhances the project and reduces any negative impacts;
- 342 3. Site layout and design enhances the project and reduces any negative impacts;
- 343 4. The massing and building scale is appropriate for the location;
- 344 5. The proposed height increase is appropriate for the area; and
- 345 6. The increase in height is consistent with any applicable master plan.
- 346

347 **CHAPTER 8**

348 **ARTICLE D: PLANNED DEVELOPMENT ZONES**

349 **10-8D-7(B): PD-M – PLANNED DEVELOPMENT – MANUFACTURING STANDARDS**

350
351 B. *Height Regulations:* No structure shall be erected to a height less than ten feet (10') or greater than fifty feet
352 (50'), ~~unless otherwise approved as part of the zone change.~~ The City Council, after recommendation from the
353 planning commission, may approve increased building height upon making a finding, as part of a zone change
354 approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative
355 impacts, after considering the following:

- 356 1. Proposed setbacks provide an appropriate buffer to neighboring properties;
357 2. Increased landscaping enhances the project and reduces any negative impacts;
358 3. Site layout and design enhances the project and reduces any negative impacts;
359 4. The massing and building scale is appropriate for the location;
360 5. The proposed height increase is appropriate for the area; and
361 6. The increase in height is consistent with any applicable master plan.
362

363 CHAPTER 8

364 ARTICLE D: PLANNED DEVELOPMENT ZONES

365 10-8D-7(B): PD-MU – PLANNED DEVELOPMENT – MIXED-USE STANDARDS

366
367 B. *Height Regulations*: No structure shall be erected to a height less than ten feet (10') or greater than fifty-
368 five feet (55'). ~~The city council may grant up to seventy feet (70') through the conditional use process.~~ The City
369 Council, after recommendation from the planning commission, may approve increased building height up to
370 70' upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously
371 into the neighborhood, minimizing any negative impacts, after considering the following:

- 372 1. Proposed setbacks provide an appropriate buffer to neighboring properties;
- 373 2. Increased landscaping enhances the project and reduces any negative impacts;
- 374 3. Site layout and design enhances the project and reduces any negative impacts;
- 375 4. The massing and building scale is appropriate for the location;
- 376 5. The proposed height increase is appropriate for the area; and
- 377 6. The increase in height is consistent with any applicable master plan.
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CHAPTER 11
OPEN SPACE
10-11-1: ALLOWED USES

	OS
Agriculture	P
Barns and corrals for agriculture and livestock – at least 100' from any dwelling	P
Cemetery	P
Chickens Urban Hens and rabbits – Up to 20 animals per acre (min + one acre parcel); provided, the coop or pen is at least 100' from any dwelling; and up to 1 rooster per acre kept at least 500 50 ' from any residential zone	P
City facility	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
Livestock grazing limited to 4 weaned animals per acre or 8 weaned animals per acre for no more than 30 days per year	P

385
386
387

388 CHAPTER 13

389 ARTICLE A: HILLSIDE DEVELOPMENT OVERLAY ZONE (HDOZ)

390 10-13A-9: HILLSIDE REVIEW BOARD

391 ARTICLE A. HILLSIDE DEVELOPMENT OVERLAY ZONE (HDOZ)

392 10-13A-1: Density and Disturbance Standards

393 10-13A-2: Slope and Slope Areas Determined

394 10-13A-3: HDOZ Site Development Permit Standards

395 10-13A-4: Property Mitigation

396 10-13A-5: Street Design

397 10-13A-6: Building Setbacks and Additional Design Standards

398 10-13A-7: Verification of Compliance

399 10-13A-8: Expiration of Hillside Development Permit

400 10-13A-9: [Hillside Review Board](#)

401 [10-13A-10: Appeals](#)

402
403 [10-13A-9: HILLSIDE REVIEW BOARD:](#)

404 A. [Established: There is hereby established a hillside review board for the city.](#)

405 B. [Powers and Duties: The Hillside Review Board shall have the following responsibilities:](#)

- 406 1. [Review proposed development within the Hillside Development Overlay Zone and make a](#)
407 [recommendation for approval, conditional approval, or denial to the Planning Commission and](#)
408 [City Council.](#)
- 409 2. [Provide advice and support as needed to the city staff, Planning Commission and City Council in](#)
410 [connection with reviewing requests for zone changes or other development applications within the](#)
411 [Hillside Development Overlay Zone.](#)

412 C. [Membership, Appointment: The Hillside Review Board shall consist of five \(5\) members as follows:](#)

- 413 1. [Two \(2\) persons who are experts in any of the following fields: landscaping, architecture, civil](#)
414 [engineering, geology, real estate or similar applicable areas of expertise; and three \(3\) citizens of](#)
415 [the city representing the public at large. If it is not possible to fill the member positions of the](#)
416 [field of expertise, these positions shall be assumed by citizens at large.](#)
- 417 2. [All members shall be appointed by the Mayor with the approval of the City Council. The board](#)
418 [shall select a chairperson and determine a meeting schedule.](#)

419 D. [Membership, Terms, Vacancies: The members of the hillside review board, appointed as provided](#)
420 [above, shall serve for two \(2\) years on overlapping terms. Vacancies shall be filled by appointment for](#)
421 [the unexpired portion of the term.](#)

E. Quorum; Vote Required: A quorum of the Hillside Review Board shall be three (3) members; and a majority vote of a quorum shall be required for a decision of any matter before the board, but the minimum number of yes votes required for a decision shall never be less than three (3). If a quorum is not present, no meeting shall be held, and any items of business shall be continued to the next meeting of the board.

10-13A-10

APPEALS:

The applicant may appeal a decision in accordance with chapter 3 of this title.

452 **CHAPTER 17**

453 **ARTICLE A. PERMITTED WITH STANDARDS**

454 **10-17A-3(G): ACCESSORY DWELLING UNITS – SPECIFIC STANDARDS:**

455
456 3. Design:

457
458 ~~a.~~ Architectural design, materials, and construction shall match the primary residential
459 structure.

460 ~~b. Utilities shall not be metered separately for an accessory dwelling unit.~~

485 **CHAPTER 17**

486 **ARTICLE A. PERMITTED WITH STANDARDS**

487 **10-17A-14: STORAGE RENTAL UNITS – SPECIFIC STANDARDS:**

488 Storage rental units shall meet the following additional standards:

489 A. *Storage Rental Units – All Zones (Except a PD-C Zone):* Storage rental units shall be limited to twelve
490 feet (12') overall height for the storage unit portion of the facility.

491 **1B.** Site location of storage facilities shall be:

492 **a.1.** Located behind a retail, office, or similar “storefront” and other appropriate mixed uses which
493 effectively screen the storage units from public street views; or

494 **b.2.** Located to the rear of existing commercial developments so the storage units are not the
495 dominant view from public streets; and

496 **c.3.** When located adjacent to a residential zone, shall have the front of the storage units screened
497 behind a front façade typical of a commercial, retail, or office building, or similar façade.

498 **2C.** Exterior vertical surfaces of the storage facilities shall be covered with fifty percent (50%) of the
499 area in decorative materials such as: decorative brick veneer, stone, textured block, or other similar materials,
500 and the remaining fifty percent (50%) shall be finished with stucco. No unfinished metal or painted metal
501 buildings are permitted.

502 **3D.** Colors are limited to natural, muted tones that emulate the local geologic formations common to the
503 area and blend with the predominant colors of the natural surroundings.

504 **4E.** Lighting shall comply with dark sky principles and regulations.

505 **5F.** Individual storage units shall not be used for manufacturing, retail or wholesale selling, office
506 functions, other business or service uses, and/or human or animal habitation.

507 **6G.** Storage facilities shall not permit the storage of any hazardous, flammable, or explosive materials;
508 hazardous or extremely hazardous waste; or any material which creates obnoxious dust, odor or fumes.

509 **7H.** Main access shall be permitted only from a public street. Access to individual storage units shall be
510 permitted only from interior private drives.

511 **8I.** Storage facilities located adjacent to residential zones shall be screened with a solid block wall no
512 less than six feet four inches (6'4") in height, and landscaping such as high-growing shrubs or trees placed
513 close together (planted less than five feet (5') on center) that will effectively screen and shield the storage units
514 from public view when abutting the adjacent residential zone.

B.I. Storage Rental Units in a PD-C Zone: In a PD-C zone, storage rental units are not limited to a single story, but shall meet the following additional standards:

1. The property is located in an isolated area. “Isolated” is defined as:

a. The property is not conducive to standard commercial, retail, professional office, or residential development;

b. The storage rental units provide a transition from a more intense use or zoning district to a residential zone;

c. The property is screened from the public street behind other property or development that fronts the public street; and

d. The storage rental units are located along a master-planned ninety-foot (90') right-of-way;

2. Storage rental units accessed from the exterior of the building must be located behind a solid fence, which obstructs the buildings from the public right-of-way;

3. Multiple-story storage rental units must provide building façades with architectural articulation. Building façade articulation shall include a variation in base, middle, and top of a building created by variations in color and materials. This can be achieved through:

a. Combinations of stepping back or extending a portion of the façade (pop-outs); and

b. Vertical divisions using different textures and materials.

4. Windows must be opaque, unless the windows are for the business office on the ground floor;

5.4. Single-story storage facilities can be constructed of prefabricated metal buildings; provided, that the exterior vertical surfaces of the storage facilities are covered with fifty percent (50%) of the area in decorative materials such as: decorative brick veneer, stone, textured block, or other similar materials, and the remaining fifty percent (50%) is finished with stucco;

6.5. Unfinished metal or painted-metal buildings are not permitted;

7.6. Colors shall be limited to natural, muted tones that emulate the local geologic formations common to the area and blend with the predominant colors of the natural surroundings;

8.7. Lighting shall be required to be constructed and shielded (dark sky shielding) to not directly illuminate, or create glare visible from, adjacent properties or public rights-of-way. All outdoor lighting shall be fully shielded and downward directed in compliance with the following:

a. No artificial light source shall project direct artificial light into the nighttime sky;

b. No artificial light source shall be placed at a location, angle, or height that creates a light encroachment; and

c. Light-source shielding shall be made of completely opaque material such that light escapes only through the bottom. Shielding that is translucent, transparent, has perforations or slits of any kind, or allows light to escape through it in any other manner is not permitted;

9~~8~~. Individual storage units shall not be used for manufacturing, retail or wholesale selling, office functions, other business or service uses, and/or human or animal habitation;

10~~9~~. Storage facilities shall not permit the storage of any hazardous, flammable, or explosive materials; hazardous or extremely hazardous waste; or any material which creates obnoxious dust, odor or fumes;

11~~10~~. Main access shall only be allowed from a public street. Access to individual storage units shall be from interior private drives only;

12~~11~~. Storage facilities located adjacent to any residential zone shall be limited to twenty-five feet (25'), be screened with a solid-block wall no less than six feet four inches (6'4") in height, and have a ten-foot (10') landscape strip along the property line; and

13~~12~~. Landscaping shall include shrubs and trees planted at least five feet (5') on center.

575 **CHAPTER 18**

576 **10-18-1(B): REQUIREMENTS:**

- 577
- 578 A. No fence shall exceed six feet four inches (6'4") in height in the side and rear yards.
- 579
- 580 B. No rockery wall, retaining wall, or fence shall exceed four feet (4') in height in a [required](#) front yard
- 581 [setback or street side setback](#). Within the front ten feet (10') behind the sidewalk, or property line if no
- 582 sidewalk exists, only decorative fences such as picket fences or wrought iron fences with at least fifty percent
- 583 (50%) of the fence open (up to fifty percent (50%) may be solid, or non-see-through) are allowed.
- 584
- 585 C. Berms shall not be used to artificially increase the maximum allowed fence height.
- 586
- 587
- 588

589 **CHAPTER 18**

590 **10-18-2: REQUIREMENTS ON CORNER LOTS:**

591

592 A. No fence shall exceed six feet four inches (6'4") in height along the rear and side lot lines.

593

594 B. In all zones requiring a front setback, no obstruction to view in excess of three feet (3') in height shall be

595 placed within the "sight distance triangle," defined as a triangular area formed by the street property lines and a

596 line connecting them at points thirty feet (30') from the intersection of the property lines. [On double frontage](#)

597 [lots, the sight distance triangle shall be required and maintained on the street that the property accesses and the](#)

598 [street it intersects.](#)

599

600 C. A retaining wall no more than three feet (3') in height may be erected, if set back a minimum of five feet

601 (5'), measured from the back of sidewalk, or back of curb where no sidewalk exists. A combination fence and

602 retaining wall shall not exceed eight feet (8') in height. No fence shall be greater than six feet four inches (6'4")

603 in height.

604

605 D. A retaining wall no more than five feet (5') in height may be erected, if set back a minimum of ten feet

606 (10'), measured from the back of sidewalk, or back of curb where no sidewalk exists. No fence shall be greater

607 than six feet four inches (6'4") in height. No combination of retaining wall and fence shall be greater than ten

608 feet (10') in height.

CHAPTER 18

10-18-3(D): RETAINING WALLS:

D. For interior, rear [or side](#) lot lines, where a solid fence is placed on top of a retaining wall or rockery wall, the combined exposed face shall not exceed thirteen feet (13') in height at any single point, measured from the finished grade of the adjacent retaining wall to the top of the solid fence. Retaining walls that exceed eight feet (8') shall be terraced in accordance to subsection G of this section.

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CHAPTER 18

ARTICLE A: PERMIT REQUIRED WALLS, FENCES AND HEDGES

10-18-6(A): PERMIT REQUIRED:

A. Retaining walls and rockery walls shall not be erected over ~~four feet (4')~~three feet (3') in height, measured from top of footing to top of wall, without first obtaining a permit from the city of St. George building department unless shown in detail on an approved subdivision or site plan.

642 **CHAPTER 19**

643 **10-18-6(C): DEVELOPMENT STANDARDS:**

- 644
- 645 A. All property used as a parking lot shall comply with adopted parking lot and pavement standards.
- 646
- 647 B. *Electric Vehicle Charging Stations (EVCS):* All new parking areas shall provide the electrical
- 648 expansion capacity and conduit to parking spaces for at least one percent (1%) of the required parking spaces,
- 649 in order to accommodate the future hardwire installation of EVCS.
- 650
- 651 C. A minimum of two (2) bicycle parking spaces per project and an additional two (2) per one hundred
- 652 (100) vehicle parking spaces is required.

674 **CHAPTER 23**

675 **10-23-1(B): MINIMUM LANDSCAPING STANDARDS:**

676
677 B. Design:

678 1. All landscape and irrigation designers and installers shall have all required state and local licenses,
679 insurance, bonding requirements, and be able to show proof of such.

680 2. Landscape plans shall make provisions for erosion control on all graded sites. No turf shall be
681 planted on slopes greater than thirty percent (30%). Turf should be reserved for areas where it is functional,
682 including high traffic play areas, or areas needing erosion mitigation. Choose turf species with lower water
683 requirements. Choose turf configurations for irrigation efficiency.

684 3. A landscape and irrigation plan prepared by a Utah-licensed landscape contractor or landscape
685 architect shall be submitted to the city for review at the same time as the drawings and plans are submitted for
686 development of the site.

687 4. Plants that are well adapted to the St. George-area climate zone shall be used.

688 5. Plants with similar water needs shall be grouped together in "hydro zones." Spray heads and drip
689 emitters shall not be connected to the same irrigation valve.

690 6. Drought-tolerant plants with low fuel volume or high moisture content that will blend with the
691 native vegetation shall be used for projects located at the interface between urban areas and natural
692 (nonirrigated) open space.

693 7. Storm water detention and retention basins shall be landscaped.

694 8. Landscape plans for projects proposed for development in multiple phases shall clearly specify the
695 landscape improvements required in conjunction with each phase.

696 9. At least fifty percent (50%) of the required landscaped area shall be covered with foliage of
697 shrubs, grass and live-vegetative ground cover within five (5) years of planting. Trees and the tree canopy shall
698 not be counted in this fifty percent (50%) requirement. In addition to the shrubs, grass, and ground cover, one
699 (1) tree with a minimum one-and-one-half-inch (1½") caliper trunk shall be planted for every four thousand
700 (4,000) square feet of landscaped area with a minimum of one (1) tree per property. The trees may be arranged
701 by the landscape architect as best fits the plan either in rows or clusters. Tree species suitable for desert
702 landscapes are acceptable to meet this requirement.

703 10. A plan for ongoing maintenance of right-of-way areas shall be included when landscape and
704 irrigation plans are submitted.

705 11. Only 10% of proposed rooftop landscaping may be counted towards the total required
706 landscaping requirement.

709 CHAPTER 25

710 ARTICLE C: PLATS AND PLANS

711 10-25C-3(B)(4): PRELIMINARY PLAT:

712
713 4. Proposed Plan:

714 a. The layout of streets, driveways, public parks and trails, and utility easements showing
715 identification and dimensions. Where double frontage lots are proposed, the general design of the
716 privacy wall shall be shown.

717 b. The layout, number, and typical dimensions of lots. [The following shall apply to numbering](#)
718 [lots:](#)

719 i. [Lots shall be numbered consecutively under a definite system. Numbering shall continue](#)
720 [throughout the subdivision with no omissions or duplications.](#)

721 ii. [Multiple phases within the same subdivision name shall be identified as phase 1, then](#)
722 [phase 2 and so forth. Lots within different phases shall also be distinctly numbered as](#)
723 [101, 102, 103 \(within phase one\), and 201, 202, 203 \(within phase two\), and so forth.](#)

724 iii. [Lettering of building lots is not permitted.](#)

725 iv. [Areas not designated as a building lot or right-of-way on the plat shall be designated by](#)
726 [capital letters and be designated in sequence within a subdivision starting with the](#)
727 [letter "A."](#)

728 v. [Plat amendments shall be named and numbered in a form acceptable to the office of](#)
729 [the Washington County Recorder and Utah State Code as amended.](#)

730 c. Parcels of land intended to be dedicated for public use or set aside for use of property
731 owners in the subdivision as common or limited common areas.

732 d. A drainage plan by which the subdivider proposes to handle storm water drainage for the
733 subdivision, including proposed realignment or regrading of existing drainageways upstream, within and
734 downstream of the subdivision. All residential drainage shall be conveyed from each lot to the street.
735 Shared drainage is not permitted unless it is in common or limited common area, owned and maintained
736 by a property owners' association.

737 e. A general plan for primary water, sewer, power systems, and related ~~accessories~~ [utilities](#).

738 f. A grading plan by which the subdivider proposes to handle elevation changes, retaining walls,
739 and other related design issues as requested by the city.

DRAFT

Agenda Item Number : 11

Request For Council Action

Date Submitted 05/28/2020 06:33 PM

**Proposed City Council
Date** 06/04/2020

Applicant Ryan Thomas, Development Solutions

Subject Consider approval of a preliminary plat for Arbors Phases 11-15, an 85-lot residential subdivision located on the southwest corner of the intersection of 3000 East and Seegmiller Drive.

Background This proposed subdivision is located on the southwest corner of the intersection of 3000 East and Seegmiller Drive.

Proposed Resolution Planning Commission recommends approval

Cost \$N/A

Action Taken

Requested by Wes Jenkins

File Attachments cc2020-pp-018arborsphases11-15052820183311.pdf
thearbors11-15preliminaryplat052220-rev052820183311.pdf

**Approved by Legal
Department?** No

**Approved by City Admin
Services?** No

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



PLANNING COMMISSION AGENDA REPORT: **05/26/2020**
CITY COUNCIL **06/04/2020**

PRELIMINARY PLAT

Arbors Phases 11-15

Case No. 2020-PP-018

Request: To approve a preliminary plat for an eighty-five (85) lot residential subdivision

Location: The site is located at approximately 3000 East and Seegmiller Drive

Property: 34.26 acres (R-1-12)
1.92 acres (RE-20)

Number of Lots: 83

Density: R-1-12 = 2.19 DU/AC
RE-20 = 1.92 DU/AC

Zoning: R-1-12 (75 lots)
RE-20 (8 lots)

Adjacent zones: This plat is surrounded by the following zones:
North – A-1
South – R-1-12
East – R-1-10
West – RE-20

General Plan: LDR

Applicant: Ryan Thomas

Representative: Development Solutions Group

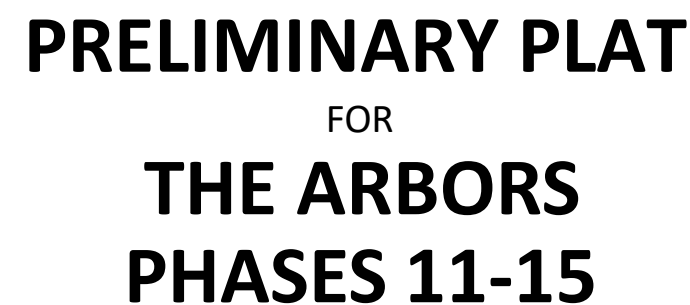
Comments:

1. Developer is requesting approval for lot size averaging on the RE-20 zoned portion of this development as 4 of the 8 lots in this zone are below the minimum 20,000 SF.

Preliminary Plats

June 4, 2020





Vicinity Map

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	20.00'	31.41'	89°59'37"	20.00'
C2	175.00'	80.29'	26°17'10"	40.86'
C3	175.00'	25.95'	8°29'51"	13.00'
C4	20.00'	31.42'	90°00'00"	20.00'
C5	20.00'	31.42'	90°00'00"	20.00'
C6	20.00'	31.76'	90°58'20"	20.34'
C7	705.00'	98.29'	7°59'18"	49.23'
C8	705.00'	102.02'	8°17'28"	51.10'
C9	705.00'	106.27'	8°38'11"	53.23'
C10	705.00'	114.00'	9°15'52"	57.12'
C11	705.00'	19.47'	1°34'57"	9.74'
C12	20.00'	31.42'	90°00'23"	20.00'
C13	125.00'	75.89'	34°47'02"	39.15'
C14	20.00'	31.42'	90°00'00"	20.00'
C15	20.00'	31.42'	90°00'00"	20.00'
C16	20.00'	31.42'	90°00'00"	20.00'
C17	20.00'	31.42'	90°00'00"	20.00'
C18	20.00'	31.42'	90°00'00"	20.00'
C19	20.00'	31.42'	90°00'00"	20.00'
C20	20.00'	31.42'	90°00'00"	20.00'
C21	20.00'	31.42'	90°00'00"	20.00'
C22	20.00'	31.42'	90°00'00"	20.00'
C23	20.00'	31.42'	90°00'00"	20.00'
C24	20.00'	31.08'	89°01'40"	19.66'

ZONING: R-1-12 & RE-20 (LOT SIZE AVERAGING)

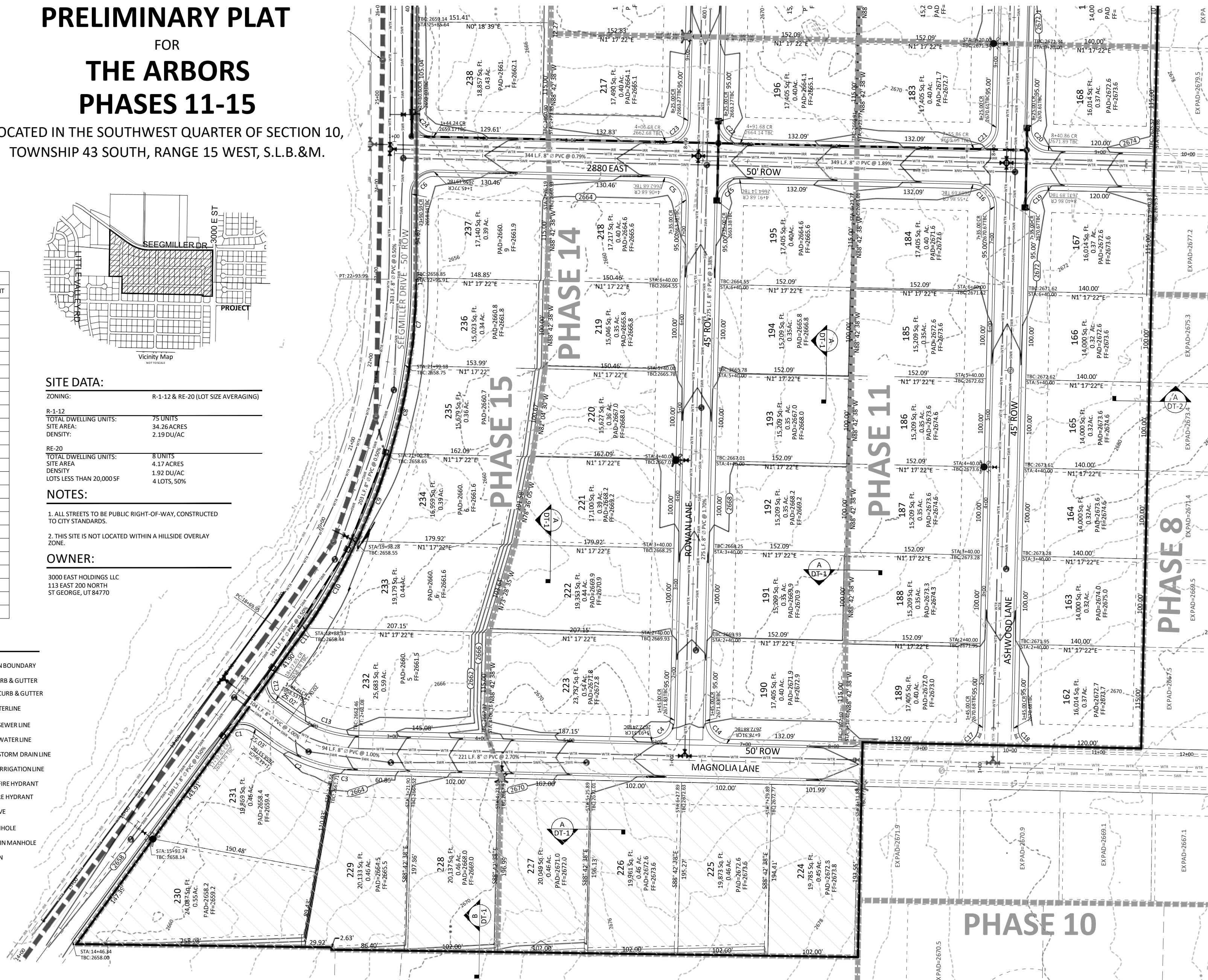
R-1-12	
TOTAL DWELLING UNITS:	75 UNITS
SITE AREA:	34.26 ACRES
DENSITY:	2.18 DU/AC

RE-20	
TOTAL DWELLING UNITS:	8 UNITS
SITE AREA	4.17 ACRES
DENSITY	1.92 DU/AC
LOTS LESS THAN 20,000 SF	4 LOTS, 50%

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.
2. THIS SITE IS NOT LOCATED WITHIN A HILLSIDE OVERLAY ZONE.

3000 EAST HOLDINGS LLC
113 EAST 200 NORTH
ST GEORGE, UT 84770

	SUBDIVISION BOUNDARY
	EXISTING CURB & GUTTER
	PROPOSED CURB & GUTTER
	STREET CENTERLINE
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM DRAIN LINE
	PROPOSED IRRIGATION LINE
	PROPOSED FIRE HYDRANT
	EXISTING FIRE HYDRANT
	WATER VALVE
	SEWER MANHOLE
	STORM DRAIN MANHOLE
	CATCH BASIN
	RE-20ZONE



THE ARBORS
PHASES 11-15
LOCATED IN ST. GEORGE, UTAH
PRELIMINARY PLAT

DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS

20 East St. George Blvd Suite #301
St. George, UT 84770
Office (435) 628-2121
www.developmentsolutions.co



DATE:	APRIL 2020
PM:	R
DRAWN BY:	TM
DESIGNED BY:	R
CHECKED BY:	R
PROJECT NO.:	20-016-17
SCALE:	1"=50'
SHEET NUMBER:	

P-1

3 OF 3 TOTAL



SITE DATA:

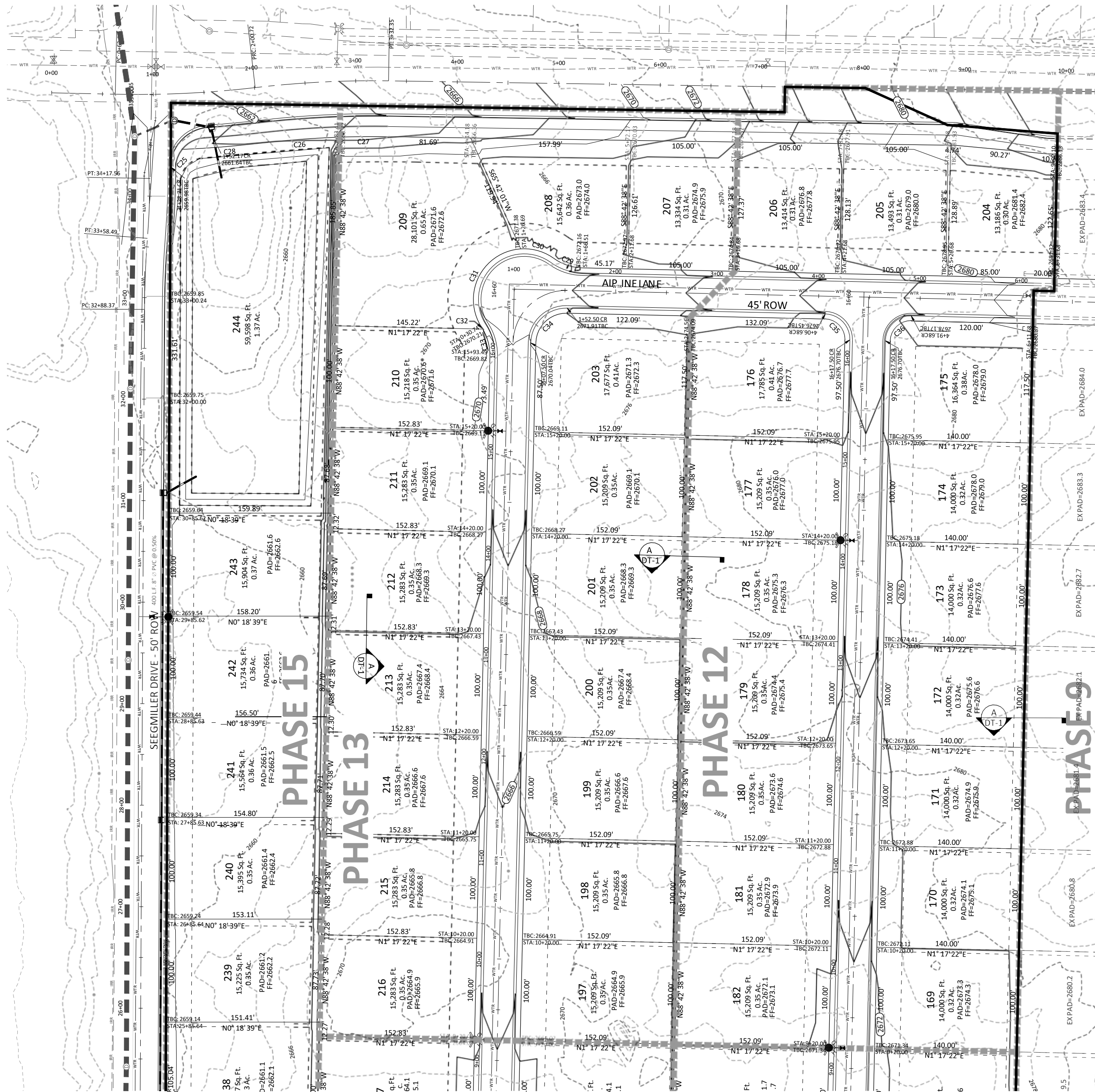
RE-20	
TOTAL DWELLING UNITS:	8 UNITS
SITE AREA	4.17 ACRES
DENSITY	1.92 DU/AC
LOTS LESS THAN 20,000 SF	4 LOTS, 50%

NOTES:

1. ALL STREETS TO BE PUBLIC RIGHT-OF-WAY, CONSTRUCTED TO CITY STANDARDS.
2. THIS SITE IS NOT LOCATED WITHIN A HILLSIDE OVERLAY ZONE.

OWNER:

3000 EAST HOLDINGS LLC
113 EAST 200 NORTH
ST GEORGE, UT 84770



THE ARBORS
PHASES 11-15
LOCATED IN ST. GEORGE, UTAH
PRELIMINARY PLAT

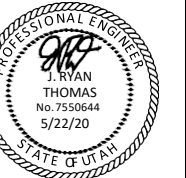
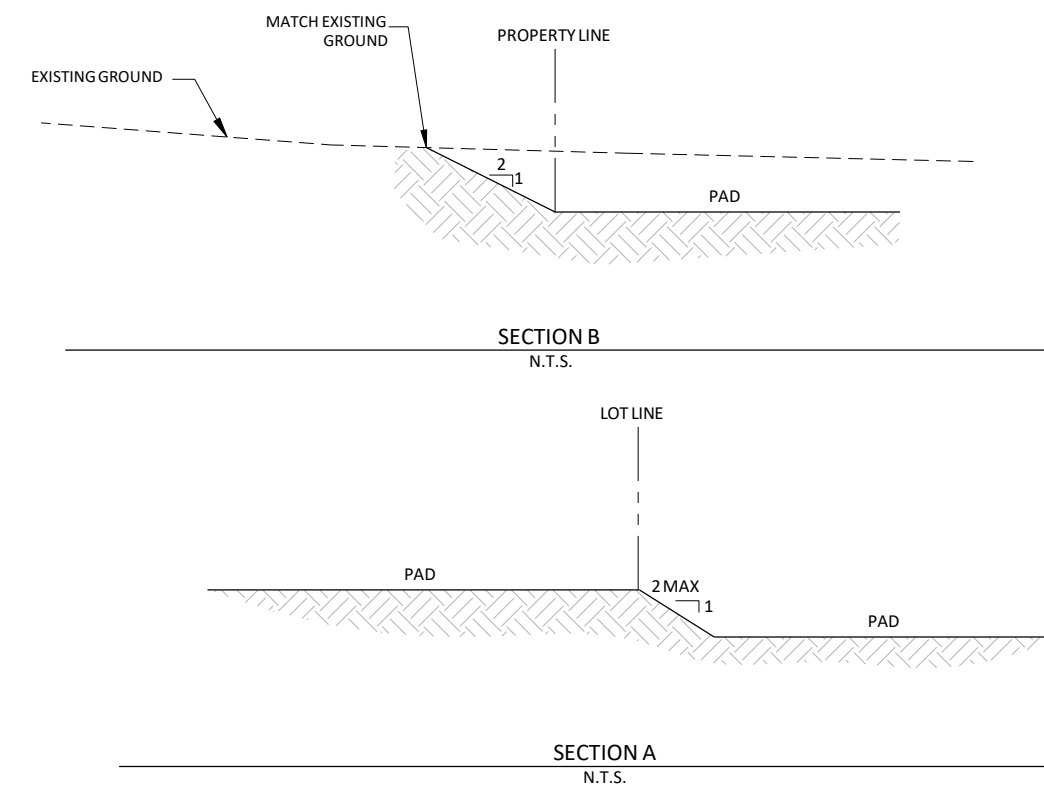
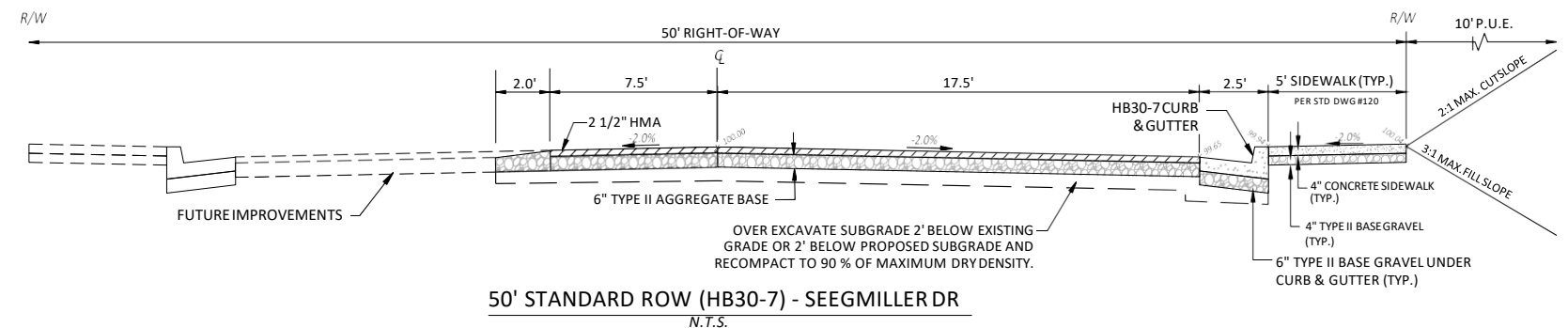
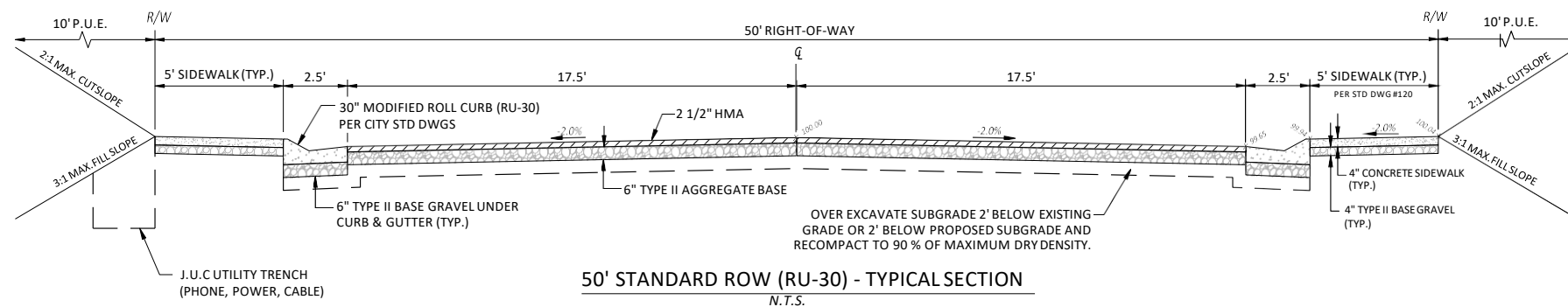
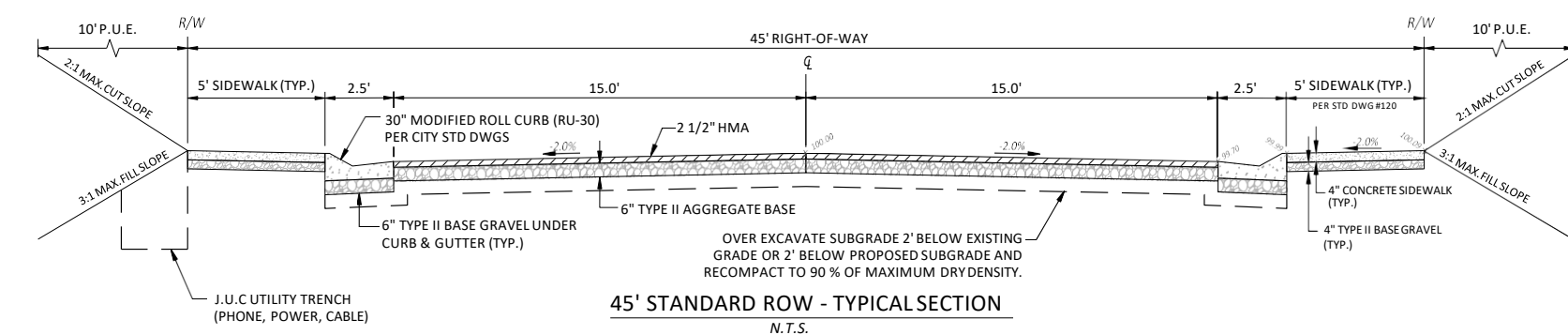
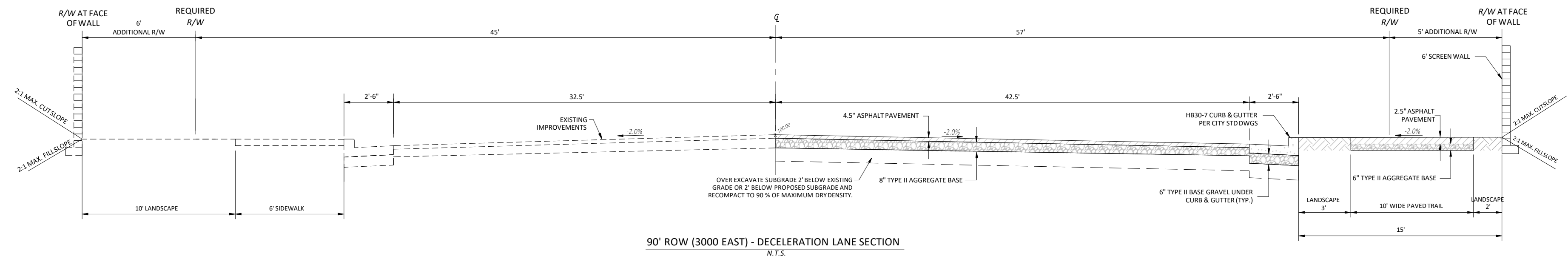
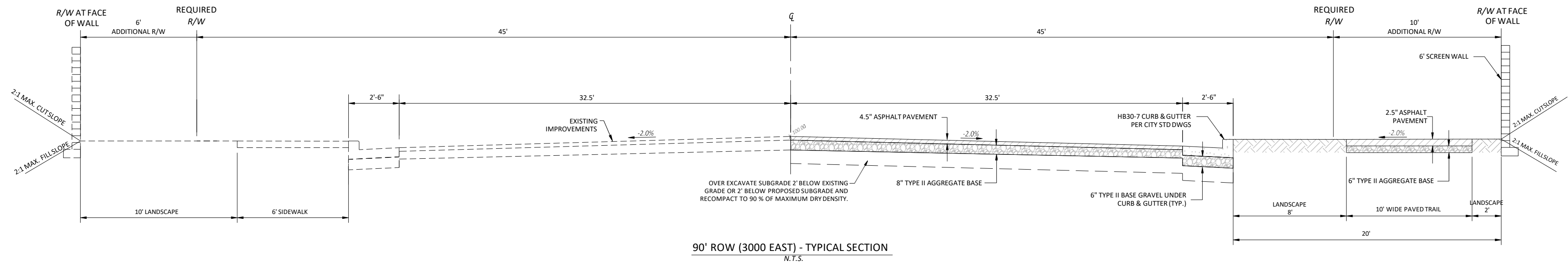
DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS



DATE:	APRIL 2020
PM:	RT
DRAWN BY:	TM
DESIGNED BY:	RT
CHECKED BY:	RT
PROJECT NO.:	20-016-11
SCALE:	1"=50'
SHEET NUMBER:	

P-2

4 OF 3 TOTAL

[illegible]

THE ARBORS
PHASES 11-15
LOCATED IN ST. GEORGE, UTAH

DETAILS & SECTIONS

SHEET NAME:

DEVELOPMENT SOLUTIONS GROUP
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS

120 East St. George Blvd Suite #301
St. George, UT 84770
Office (435) 628-2121
www.developmentsolutions.co



DATE:	APRIL 2020
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DRAWN BY:	TM
DESIGNED BY:	RT
CHECKED BY:	RT
PROJECT NO.:	20-016-11
SCALE:	NTS

DT-1

5 OF 3 TOTAL