NOTICE OF ELECTRONIC 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, November 19, 2020 commencing at 5:00 p.m. Mayor Pike has made a written determination that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the location based on the following facts:

1. Across the country Covid-19 levels have continued to grow.
2. On Nov 11, 2020, Governor Herbert ordered everyone to wear face masks. In addition, he asked everyone to telework if at all possible and to use extra precautions. He even instructed individuals to not gather socially with anyone they do not live with.
3. The Covid-19 levels in the state of Utah have continued at high rates with Saturday, November 14 reaching an all-time high of 4,986.
4. The hospitals and ICU units are operating at near capacity.
5. Washington County Covid-19 numbers have continued to rise, with 160 new cases, for example, on November 14, 2020.
6. On November 16, 2020, the City Manager, Adam Lenhard, ordered all city employees to telework if it is possible for them to do so.

The meeting will be broadcast via Zoom. Persons who are allowed to comment during the meeting may do so via Zoom. To login to the meeting you may do so by visiting: https://zoom.us/j/96100858152 or by calling one of the following phone numbers:

Meeting ID: 961 0085 8152

One tap mobile
+12532158782,,96100858152# US (Tacoma)
+13462487799,,96100858152# US (Houston)

Dial by your location
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 301 715 8592 US (Washington D.C)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 961 0085 8152
Find your local number: https://zoom.us/u/aev8LvTwpf

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. **Consent Calendar.**

a. **Consider approval of a Federal Aid Agreement with UDOT for the Foremaster Dr. Culvert Replacement Project.**

BACKGROUND and RECOMMENDATION: The Rim Rock Wash corrugated metal pipe culverts under Foremaster Dr were installed in the 90s. The City was awarded $1,838,496 from the State bridge replacement funds with a local match of $133,504 (6.77%) to replace the culverts. Because these funds were not planned to be available for another year, this project was not in the Public Works Capital Projects for this current fiscal year. As such, this project will require a budget amendment. During the recent Aug 23/24 storm event, the culverts under Foremaster Dr have been damaged which has necessitated the need to move this project forward. Staff recommends approval.

b. **Consider approval of a new hangar lease with Northcom 74, LLC for Hangar Lots 56k & 57L.**

BACKGROUND and RECOMMENDATION: Gordon Rock (St. George Hangar, LLC) is selling his hangars on lots 56k & 57L to Brett Broadhead (Northcom 74, LLC). This new hangar lease is with Northcom 74, LLC. Staff recommends approval.

c. **Consider approval of an addendum to the Greater Together Small Business Resilience Fund Agreement with the St. George Chamber Foundation to convert the City's original $250,000 zero-interest loan contribution to a grant.**

BACKGROUND and RECOMMENDATION: The Greater Together Small Business Resilience Fund was created in Spring 2020 to provide local small businesses with COVID-19 relief until Federal or other funding was available. These zero-interest loans could be used only for COVID-19 related expenses, which are also CARES Act eligible costs. Converting the funds to a grant allows the City to reimburse itself from its Cares Act allocation and the appropriate percentage of the total original loan amount to be forgiven, further assisting local small businesses in this challenging time. Staff recommends approval.

d. **Consider approval of Addendum #7 to the Tech Ridge Purchase and Option Agreement for the takedown of 35.74 acres of retired St. George Airport property and to extend the Development Agreement deadline to March 31, 2021.**

BACKGROUND and RECOMMENDATION: Takedown 2 includes 30.23 acres of property west of Dixie Technical College and the Tech Office parcel and 5.51 acres of Trail Head property on Tech Ridge. The takedown is consistent with the original agreement and includes an additional $717,000 in verified in-kind work for hillside storm drain and piping material costs. Addendum #7 also extends the Development Agreement deadline to March 31, 2021. Staff recommends approval.

e. **Consider approval of an Escrow Agreement for Takedown 2 of the Tech Ridge property by Tech Ridge, LLC. The 35.74 total acres including the property west of Dixie Technical College and the Tech Office parcel, and the Trail Head property to the north.**

BACKGROUND and RECOMMENDATION: This takedown includes 30.23 acres west of Dixie Tech and the Tech Office parcel, and 5.51 acres (the Trail Head property) to the north, for a total of 35.74 acres, consistent with the Purchase and Option Agreement dated February 13, 2018. The Escrow Agreement outlines the terms and conditions for cash exchange and in-kind work, including an additional $717,000 in verified in-kind work for hillside storm drain and piping materials costs.

f. **Consider approval of the minutes from the meetings held on September 10, 2020; September 24, 2020; October 1, 2020; and November 5, 2020.**

2. **Consider approval of an ordinance changing the general plan from HDR (High Density Residential) to COM (Commercial) on approximately 3.19 acres located at 1032 East 100 South.**

BACKGROUND and RECOMMENDATION: Typically, the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October). This application fits within the required time period. St. George Rehabilitation is an existing business located at this location. The property has faced extensive damages during the recent flooding and would like to remodel as they make their repairs. The proposed general plan amendment would allow for a potential zone change needed for renovations to occur and be in compliance with current code. Considering the adjacent developments and current use of the property, staff recommends approval of the request to a land use designation of COM. The Planning Commission recommended approval.

3. **Consider approval of an ordinance changing the general plan from PO (Professional Office) and LDR (Low Density Residential) to MDR (Medium Density Residential) and LDR (Low Density Residential) on approximately 1.514 and 1.512 acres respectively for a total of approximately 3.026 acres located at approximately 900 West along Valley View Drive.**

BACKGROUND and RECOMMENDATION: Typically, the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October). This application fits within the required time period. The proposed changes would put approximately 1.514 acres of MDR along Valley View Drive and would remove a remnant portion of PO on the southern portion of the property. Staff recommends approval. The Planning Commission recommended approval.

4. **Consider approval of an ordinance for a PD (Planned Development) Amendment in order to adjust the approved Desert Color zone plan located at the corner of I-15 and Southern Parkway; zoning is PD-R and PD-C (Planned Development Residential and Commercial).**

BACKGROUND and RECOMMENDATION: This zone change amendment would clarify setback requirements and where municipal utility easements are required. Other small clarifications will also be reviewed. Staff and the Desert Color DRC (Development Review Committee) have run into issues pertaining to setbacks

especially in relation to porches and front access garages. The proposed changes herein are intended to take care of these issues and add exhibits that will clarify the intent of these changes. The Planning Commission recommended approval.

5. **Consider approval of an ordinance changing the zone from R-1-10 (single-family residential, 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on approximately 24 acres generally located on the west side of the intersection of Canyon View Drive and Gap Canyon Drive.**

   BACKGROUND and RECOMMENDATION: In 2007, a development agreement was approved between the developer and the City. The development at the time was called "The Lakes". The name has since changed to "Divario". An updated development agreement was approved in 2014 which actually set forth the parameters of the development, planning areas, etc. The applicant proposes to build four (4), 3-story multi-family buildings with a total of 216 units. The Planning Commission recommended approval.

6. **Consider approval of the preliminary plat for Johnson Arch at The Ledges Phase 2 a 17-lot residential subdivision located approximately 5500 North and 1420 West (Johnson Arch Drive).**

   BACKGROUND and RECOMMENDATION: This is the preliminary plat for Johnson Arch at The Ledges Phase 2 a 17-lot residential subdivision located approximately 5500 North and 1420 West (Johnson Arch Drive). The Planning Commission recommended approval.

7. **Consider approval of the preliminary plat for Rilassante at Divario, a 1-lot residential subdivision located in the Divario Development along the future extension of Gap Canyon Parkway south of the intersection of Sunbrook Drive and Gap Canyon Parkway.**

   BACKGROUND and RECOMMENDATION: This is the preliminary plat for Rilassante at Divario, a 1-lot residential subdivision located in the Divario Development along the future extension of Gap Canyon Parkway south of the intersection of Sunbrook Drive and Gap Canyon Parkway. The Planning Commission recommended approval.

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

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

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

Christina Fernandez, City Recorder — November 16, 2020 Date

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

DRAFT

Agenda Item Number : 1a

Request For Council Action

Date Submitted	11/09/2020 10:30 AM
Proposed City Council Date	11/19/2020
Applicant	Cameron Cutler
Subject	Consider approval of a Federal Aid Agreement with UDOT for the Foremaster Dr. Culvert Replacement Project
Background	The Rim Rock Wash corrugated metal pipe culverts under Foremaster Dr were installed in the 90s. The City was awarded $1,838,496 from the State bridge replacement funds with a local match of $133,504 (6.77%) to replace the culverts. Because these funds were not planned to be available for another year, this project was not in the Public Works Capital Projects for this current fiscal year. As such, this project will require a budget amendment. During the recent Aug 23/24 storm event, the culverts under Foremaster Dr have been damaged which has necessitated the need to move this project forward.
Proposed Resolution	Staff recommends approval of the federal aid agreement with UDOT for the Foremaster Dr Culvert Replacement Project.
Cost	$$1,972,000
Action Taken	
Requested by	Cameron Cutler
File Attachments	udotfederalaidagreementcontractactionrequired-pin16511encrypted110920103059.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	No **Amount:**

State of Utah
Department of Transportation

Federal Aid Agreement for Local Agency Project CFDA No. 20.205 Highway Planning and Construction	City of St George - Cameron Cutler	Maximum Project Value Authorized $1,972,000
PIN Number 16511 FINET Number 55726 FMIS Number F013760 DUNS Number 627376569	Project Number F-3172(1)2 PIN Description Foremaster Dr. Culvert Replacements, 053045V	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this _____ by and between the Utah Department of Transportation ("UDOT") and City of St George "Local Agency", a political subdivision(s) of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of Foremaster Dr. Culvert Replacements, 053045V, located at City of St George and identified as project number F-3172(1)2;

Pursuant to 23 CFR Section 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

State Wide Transportation Improvement Program STIP 2021 - 2024

Fund*	Prior	2021	2022	2023	2024	Total	Fed Aid	State	Other	Pct
STP_BRIDGE	$0	$1,972,000	$0	$0	$0	$1,972,000	$1,838,496	$0	$133,504	6.77%
Total:	$0	$1,972,000	$0	$0	$0	$1,972,000	$1,838,496	$0	$133,504	6.77%

AGREEMENT

Now, therefore, the parties agree as follows:

I. **Description of the Project.**
II. **UDOT's Roles and Responsibilities on a Federally Funded Local Government Project as follows:**

A. Oversee compliance with federal and state regulations.
B. Ensure transportation project oversight as outlined in 23 CFR 635.105.
C. Assign a UDOT Project Manager to:
   1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
   2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
   3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
   4. Prepare and process the federal aid agreement before project initiation.
   5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project using the UDOT Consultant Services selection process.
   6. Assist the local agency to process and approve Consultant Pay Requests.
   7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
   8. Coordinate to ensure ongoing communication with the local project sponsor.
   9. Notify the Local Government that the match, betterment or other funding to UDOT is due.
   10. Assist the Local Agency in preparing and executing UDOT Standard Utility Reimbursement Agreements as required.
   11. Coordinate betterment items and finalize agreements prior to construction advertising.
   12. Assist with the federally-approved construction advertising and award processes through the UDOT construction advertising and award process.
   13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
   14. Coordinate the UDOT project closeout process.

III. **Local Agency Roles and Responsibilities on a Federally Funded Local Government Project.**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

   1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
   2. Coordinate with the UDOT Project Manager concerning the funding.
   3. Work with organizations (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
   4. Manage the day-to-day activities of the Project as follows:
      a. Consultant and professional services used on the Project.
      b. The Local Agency shall recommend and approve consultant pay requests.
      c. Project scope, schedule, budget, and quality.
      d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
      e. Coordination with the assigned UDOT Project Manager.
      f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
      g. Monitor project schedule and progress of all project tasks- to ensure a timely delivery of the project.
      h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
      i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

1) Participate in the federally approved UDOT consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
2) Participate as the active lead in project team meetings as well as all field and plan reviews.
3) Ensure NEPA Environmental clearances and approvals are obtained.
4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained from UDOT and have the necessary signatures in place.
5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
6) Ensure construction standards and specifications are met.
7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.

j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising. All utility agreements must follow the UDOT standard Utility agreement format and process.
k. Provide right of way certification verifying all required right of way has been purchased prior to advertising.
l. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
m. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds as outlined below in Section IV.
n. Approve the final advertising package and obtain local signature approval advertisement.
o. Review the abstract of bids and recommend to the UDOT Project Manager award of the project. The Local Agency may decline to recommend award for the following reasons: Lack of funding to cover project costs as bid, or cancelling the project.
p. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
q. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
r. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
s. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
t. Assist to provide all documentation needed for construction project close out including Buy America certification.
u. Coordinate the project close out process by timely closing all open contracts and agreements.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. **Funding.** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT within 30 days. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition, the Local Agency agrees to pay 100% of the overruns that exceed $1,972,000 and any ineligible costs to UDOT.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

Local Agency betterments are ineligible for Federal Funding. The Federal Aid Agreement must be modified to incorporate the additional funding for the betterments that are included after the execution of this Agreement. The Local Agency will advance the funds for the betterments to UDOT prior to the construction award.

Flexible match (soft match) will only be utilized on this project if the flexible match is approved by the UDOT Local Government Programs Engineer and the flexible match is included in this agreement prior to execution. Flexible match will not be added to the project after this agreement has been executed.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Cameron Cutler at CAMERON.CUTLER@SGCITY.ORG, the Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

Funds requested beyond the amount described in this Agreement will require execution of a Federal Aid Agreement Modification by the parties.

If the project has cost overruns, the Local Agency shall pay the additional amount to UDOT within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made in addition to any other remedies available.

If the Local Agency's advanced amount exceeds its share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

If there are any unexpended Federal Funds remaining on the project, the funds will be returned to the funding source that they originated (MPO, etc) and reprogrammed.

UDOT Comptroller shall provide the Local Agency with a quarterly statement reflecting a cost summary for the project.

V. **Local Agency's Reimbursement Claims.** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA phased approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager within 30 days of cost incurrence. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved annually by the Federal government. The Local Agency shall certify to UDOT that it has conformed to all the requirements of applicable state and federal law, Consultant Services Manual of Instruction, Local Public Agency Guide, and all the provisions of the contract, as a condition of and prior to receiving payment under the contract.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203. https://www.ecfr.gov/cgi-bin/ECFR?page=browse

VI. **Federal Aid Project Compliance.** Local Agency shall comply with Title 23, USC, 23 CFR, 2 CFR Part 200, , UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects. They will also follow the Local Government Design and Process Manuals.

Compliance with the John S. McCain National Defense Authorization Act: The Local Agency certifies conformance and continued conformance with Public Law 115-232, § 889 and 2 CFR § 200.216.

VII. **Project Authorization for Federal Aid**. The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization. The Local Agency will work with the Project Manager to establish a project end date. Any expenses incurred after the FMIS Close Out End Date will not be eligible for Federal reimbursement and **the Local Agency will be required to pay 100% of those costs**. This end date can be

found on the UDOT website at the following link: Local Government Close Out Dates. FHWA authorizes the funding in separate phases including environmental, design, ROW, and construction.

VIII. **Indemnity clause.** UDOT and Local Agency are both governmental entities subject to the Utah Governmental Immunity Act ("Act"). Each party agrees to indemnify, defend, and save harmless the other party from and against all claims, suits, and costs, including attorney's fees for injury or damage of any kind, arising out its negligent acts, errors or omissions of its officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waiver any of the provisions of the Act. The obligation to indemnify is limited to the dollars amounts set forth in the Act. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.

IX. **Single Audit Act.** The Local Agency, as a sub-recipient of federal funds, shall adhere to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. A sub-recipient who expends $750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with 2 CFR 200. Upon conclusion of the 2 CFR 200 audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **Maintenance.** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. **Utilities.** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29. The Local Agency shall follow the standard UDOT utility agreement process including signatures by UDOT, utility, and the Local Agency.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. **Availability of Records**. For a period not less than three (3) years from the date of final voucher, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. **Right of Way.** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual, including the procurement process for contracting with consultants. The Local Agency shall use the right of way module in ePM for acquisitions. The Local Agency shall utilize UDOT's contracting processes to hire consultants to provide Right of Way services. This requirement includes selection methods, consultants being on the approved pool, and the contracts going through UDOT Consultant Services. Noncompliance with these requirements may result in UDOT withholding federal funds. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right-of-way must be obtained before the project is advertised. No limitations concerning right-of- way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: https://www.udot.utah.gov/connect/business/design/project-advertising-tools/.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of

the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. These sections require that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to https://www.ecfr.gov/cgi-bin/ECFR?page=browse for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. **Change in Scope and Schedule.** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project (i.e, MPO, JHC). Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders and obtain the Local Agency's consent if the change order increases the cost of the project. The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. **UDOT Service Costs.** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. This includes costs for auditing consultant contracts that can be up to 0.5% of the contract costs. Appropriate charges for these costs will be incurred by the project and included in the overall project costs.

XVI. **Additional Contracting Party.** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. **Termination.** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs referenced in paragraph XV regardless of whether the Project is constructed.

XVIII. **Miscellaneous.**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this

Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. **Content Review**

Language content was reviewed and approved by the Utah AG's office on September 28, 2020.

LOCAL AGENCY

By _____

Date _____

City of St George Official

Utah Department of Transportation

By _____

Region Director

Date _____

UDOT Comptroller

By _____

Comptroller's Office

Date _____

Consultant Services
Federal Aid Agreement Review/Approval Routing Form

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY'S DATE 10/15/2020
PM REQUEST DATE 10/15/2020

FEDERAL AID AGREEMENT NO.

Project No.: F-3172(1)2 **PIN No.:** 16511

PIN Description: Foremaster Dr. Culvert Replacements, 053045V **FINET Prog Code No.:** 55726

UDOT Project Manager	UDOT Contract Administrator
Christopher D. Hall 210 West 800 South Richfield, UT 84701 (435)592-4243 cdhall@utah.gov	Michael R. Butler (Acting as UDOT) PO Box 148490 Salt Lake City Utah 84114-8490 (801)815-4367 michaelbutler@utah.gov

Local Government
City of St George 175 E 200 N St George, UT 84770 Cameron Cutler, (435) 674-4287 CAMERON.CUTLER@SGCITY.ORG

Project Value	$1,972,000
Federal Match	$1,838,496
Local Government Match	$133,504
State Match	$0

This Federal Aid Agreement will follow the current Consultant Services electronic signature process. Please follow the email instructions for processing the Federal Aid Agreement. If legal reviews are required by your entity, the contract will still need to ultimately follow the electronic signature process.

DRAFT

Agenda Item Number : 1b

Request For Council Action

Date Submitted	11/13/2020 12:59 PM
Proposed City Council Date	11/19/2020
Applicant	Rich Stehmeier
Subject	Consider approval of a new hangar lease with Northcom 74, LLC on Hangar Lots 56k & 57L.
Background	Gordon Rock (St. George Hangar, LLC) is selling his hangars on lots 56k & 57L to Brett Broadhead (Northcom 74, LLC). This new hangar lease is with Northcom 74, LLC.
Proposed Resolution	Staff recommends approval of the new hanger lease with Northcom 74, LLC on lots 56k & 57L.
Cost	$0
Action Taken	
Requested by	Cameron Cutler
File Attachments	northcom74llcleaseagreement-56k57lsignedbyowner111320125910.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	No
Approved in Budget?	N/A **Amount:**

PRIVATE HANGAR AGREEMENT

BETWEEN

CITY OF ST. GEORGE

&

Northcom 74, LLC

PRIVATE HANGAR AGREEMENT

THIS PRIVATE HANGAR AGREEMENT (which, as amended from time to time, is defined herein as the "Agreement") is entered into as of the 10 day of November, 2020, by and between the City of St. George, Utah, a Utah municipal corporation, (the "City") and Northcom 74, an LLC, ("Tenant").

RECITALS

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

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

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

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

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

1. Agreement to Lease and Operate Concession

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

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

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

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

i. Make: Cubcrafter

ii. Model: CC11-160

iii. Identification Number: N814P

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

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

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

2. Term. This Agreement shall be effective during the period when Tenant constructs the initial Tenant Improvements as stated in Exhibit B. The term of this Agreement shall commence on November 4th, 2020 (the "Commencement Date") and shall continue until February 9th, 2041, (the "Expiration Date").

3. Rent

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

B. Additional Rent. Any sum (other than the rent required in Section 3.A) that Tenant is obligated to pay to City arising from or relating to this Agreement or Tenant's use,

occupancy, or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by City), fines, civil penalties, damages, claims, interest, charges, expenses, and utility charges. Additional rent shall be subject to the terms stated in Exhibit C.

4. Tenant's Use of Premises and Airport

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

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

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

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant

receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

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

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

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

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

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

the Airport Manager any lost credentials or credentials that Tenant removes from any employee or any of Tenant's Associates. Tenant shall protect and preserve security at the Airport.

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

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

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

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

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

iii. Personnel. Tenant shall control the conduct, demeanor, and appearance of its

employees and Tenant's Associates so that they do not annoy, disturb, or impair Airport customers, tenants, or employees. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties.

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

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

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

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

5. City's Rights and Obligations

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

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

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

ii. Notice. In addition to the rights set forth in Section 5.B.i, City and City's

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

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

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

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

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

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

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

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

F. Governmental Acts. City is a government entity, and City has all rights,

powers, and privileges afforded to it under Laws and Regulations. Tenant agrees that Tenant is subject to any lawful governmental act of City without regard to the provisions of this Agreement.

6. Indemnity, Insurance, and Letter of Credit

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

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

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

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

ii. Property. All risk property insurance coverage in an amount equal to the

replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

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

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

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

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

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

7. Hazardous Materials

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

B. Response to Violations. Tenant agrees that in the event of a release or threat of release of any Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Tenant conduct reasonable testing and analysis (using qualified independent experts acceptable to City) to show that Tenant is complying with applicable Environmental Laws. City may conduct the same at Tenant's expense if Tenant fails to respond in a reasonable manner. Tenant

shall cease any or all of Tenant's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Tenant or Tenant's Associates violate any Environmental Laws at the Airport (whether due to the release of a Hazardous Material or otherwise), Tenant, at Tenant's expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide to City copies of all documents pertaining to any environmental concern that are not subject to Tenant's attorney-client privilege.

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

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

8. Assignment and Subleasing

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

B. Permitted Encumbrances.

i. Acceptable Request. Any request for City's consent to an encumbrance under this Section 8 shall at a minimum meet the following requirements: (a) the purpose of such

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

ii. Defaults. If Tenant defaults under either this Agreement or an encumbrance that City permits pursuant to Section 8.B.i, the City will consent to a transfer of Tenant's interests in this Agreement and the Tenant Improvements (to an acceptable party as set forth below) if Tenant and the lienholder comply with the following: (a) at the time of the default such lienholder must have an enforceable lien and be in compliance with Section 8.B.i; (b) such lienholder must cure all defaults under this Agreement within twenty (20) days after the first such default; (c) as a part of such cure, such lienholder (or another operator provided by such lienholder) must enter interim terms with City to perform this Agreement, and the operator and terms must be acceptable to City in its sole discretion; (d) as a part of such cure, such lienholder must execute a guaranty on terms acceptable to City under which, at a minimum, such lienholder agrees to guarantee full performance of obligations designated as Tenant obligations under this Agreement; (e) as a part of such cure, Tenant and such lienholder must agree that City shall have a lien with first priority on the Tenant Improvements and all of Tenant's personal property at the Premises to secure full performance of the Tenant obligations under this Agreement; (f) upon completing such cure, this Agreement must be fully performed without subsequent defaults; (g) any transferee of Tenant's interests, and the terms of any transfer, must be acceptable to City in City's sole discretion; and (h) the City may required reasonable terms in addition to those set forth in this Agreement. If Tenant or such lienholder fails to comply with any of the foregoing obligations, such failure shall be a default under this Agreement. Upon such a default, City at any time may, but is not required to, terminate this Agreement and exercise any rights set forth in Section 11.A.i, and such lienholder shall promptly remove all encumbrances. City shall have no obligation to provide any notices to any lienholder, and City shall have no liability of any kind to any lienholder.

C. Subleasing. Upon obtaining City's prior written consent, which City may provide or withhold in City's sole discretion, Tenant shall have the right to sublease portions of the Premises for the storage of Aircraft in the areas approved by and subject to the terms required by City. Tenant shall impose on all approved subtenants the same terms set forth in this Agreement to provide for the rights and protections afforded to City hereunder. Tenant shall reserve the right to amend Tenant's subleases to conform to the requirements of this Agreement,

and all such subleases shall be consistent with and subordinate to this Agreement as it is amended from time to time. Such subleases shall include an agreement that the sublessees will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. City shall have the right to approve any sublease in City's sole discretion, and Tenant shall provide to City a copy of every sublease executed by Tenant (which shall include the make, model, and identification number of all Aircraft making use of such space). No sublease shall relieve Tenant of any obligation under this Agreement.

9. Damage, Destruction, and Condemnation

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

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

10. Default

A. Tenant's Default. The occurrence of any of the following events shall constitute a default by Tenant under this Agreement: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises) and fails to cure the same within twenty (20) days following written notice of such violation from City (except that in the case of insurance coverage required to be maintained, such period shall be five (5) days); (iii) Tenant assigns or

encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided in Exhibit B, Section B.7.

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

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

D. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within twenty (20) days

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

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

11. Expiration or Termination

A. Disposition of Tenant Improvements.

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

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

B. Surrender of Premises. Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned

by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

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

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

12. General Provisions

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

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

If to City:

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

If to Tenant:

Northcom 74, LLC
Brett Broadhead
11 West Center
Logan, Ut 84321

with a required, simultaneous copy to:

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

with a required, simultaneous copy to:

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

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

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

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

CITY OF ST. GEORGE

_____
Jonathan T. Pike, Mayor

Attest:

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Paula Houston, Deputy City Attorney

Northcom 74, LLC

_____
By: Brett Broadhead
Its: President

EXHIBIT A

PREMISES

Property description of the Premises:

Lot(s) Fifty Six K & Fifty Seven L (56K & 57L) on the St. George Airport Hangar Parcel Plat, which contains Ten Thousand, Nine Hundred-Sixty (10,960) square feet. For informational purposes, such lot is depicted on the following page.

The remainder of this page has been intentionally left blank

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L:\SCU\0-SCU General\Boundary Surveys\Lease-Areas\EXHIBITS\SCU-Hangar-Layout.dwg Jul 30, 2018 - 6:21pm

JVIATION

ST. GEORGE REGIONAL AIRPORT
HANGAR OWNERS

FBO ACCESS ROAD

TAXILANE 54 | TAXILANE 55 | TAXILANE 56 | TAXILANE 57 | TAXILANE 58

S65° 46' 38"E | N65° 46' 38"W | N24° 13' 22"E | S24° 13' 22"W

85.00' | 50.00' | 42.50' | 66.00' | 47.66'

GRAPHIC SCALE
50 0 50 100
(IN FEET)

EXHIBIT B

TENANT CONSTRUCTION REQUIREMENTS

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

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

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

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

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

b. Insurance. Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 6 to cover such work. Tenant shall also require design professionals to provide errors and omissions coverage in an amount not less than one million

dollars ($1,000,000). All such insurance shall comply with and be subject to City's insurance requirements including, but not limited to, those set forth at Exhibit D.

c. Bonds. Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred percent (100%) of the contract price of such improvements and in a form acceptable to City. All such bonds shall name the City as a co-obligee.

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

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

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

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

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

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

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

"record" drawings and electronic drawings that conform to a format and to standards specified by City.

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

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

EXHIBIT B
ATTACHMENT 1

INITIAL TENANT IMPROVEMENTS

Date for Tenant's Access to the Premises: NA

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

Schedule for Construction: NA

Commencement of the Work: NA

Substantial Completion: NA

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

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

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

EXHIBIT C

RENT AND PAYMENT

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

Period	Rate Per Square Foot	Tenant's Square Footage	Annual Rent
1/2021 – 12/2025	$0.255	10,960	$2,794.80
1/2026 – 12/2030	$0.303	10,960	$3,320.88
1/2031 – 12/2035	$0.361	10,960	$3,956.56
1/2036 – 12/2040	$0.430	10,960	$4,712.80
1/2041 – 12/2045	$0.511	10,960	$5,600.56
01/2046 – 12/2050	$0.605	10,960	$6,630.80

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

INSURANCE REQUIREMENTS

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

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

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

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

D.5 Stopping Operations. Among City's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, City may (but is not required to) stop all or any

portion of Tenant's operations without liability to City until Tenant fully restores such coverage.

EXHIBIT E

GENERAL PROVISIONS

E.1 Governmental Provisions.

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

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

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

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

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

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

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

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

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

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

insolvency law. The provisions of this Section E.5 shall survive any expiration or termination of this Agreement.

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

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

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

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

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

E.11. Confidentiality. Tenant acknowledges that City is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that City maintain a record confidentially, and if Tenant complies with

the same Tenant shall have the right to defend any such request for confidentiality at Tenant's expense.

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

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

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

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

EXHIBIT F

HANGAR RULES

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

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

F.2 Storage of Certain Materials. Tenant shall store no explosives, solvents, or flammables with a f1ash point below 100 degrees Fahrenheit (100° F) on the Premises. Lubricating oil stored on the Premises must be in closed containers.

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

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

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

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

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

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

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Agenda Item Number : 1c

Request For Council Action

Date Submitted	11/16/2020 10:57 AM
Proposed City Council Date	11/19/2020
Applicant	Shirlayne Quayle
Subject	Consider approval of an addendum to the Greater Together Small Business Resilience Fund Agreement with the St. George Chamber Foundation to convert the City's original $250,000 zero-interest loan contribution to a grant.
Background	The Greater Together Small Business Resilience Fund was created in Spring 2020 to provide local small businesses with COVID-19 relief until Federal or other funding was available. These zero-interest loans could be used only for COVID-19 related expenses, which are also CARES Act eligible costs. Converting the funds to a grant allows the City to reimburse itself from its Cares Act allocation and the appropriate percentage of the total original loan amount to be forgiven, further assisting local small businesses in this challenging time.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	No **Amount:**

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Agenda Item Number : 1d

Request For Council Action

Date Submitted	11/16/2020 10:14 AM
Proposed City Council Date	11/19/2020
Applicant	Isaac Barlow, CEO, Tech Ridge, LLC
Subject	Consider approval of Addendum #7 to the Tech Ridge Purchase and Option Agreement for the takedown of 35.74 acres of retired St. George Airport property and to extend the Development Agreement deadline to March 31, 2021.
Background	Takedown 2 includes 30.23 acres of property west of Dixie Technical College and the Tech Office parcel and 5.51 acres of Trail Head property on Tech Ridge. The takedown is consistent with the original agreement and includes an additional $717,000 in verified in-kind work for hillside storm drain and piping material costs. Addendum #7 also extends the Development Agreement deadline to March 31, 2021.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	N/A **Amount:**

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Agenda Item Number : 1e

Request For Council Action

Date Submitted	11/16/2020 10:26 AM
Proposed City Council Date	11/19/2020
Applicant	Isaac Barlow, CEO, Tech Ridge, LLC
Subject	Consider approval of an Escrow Agreement with Tech Ridge, LLC, for Takedown 2 consisting of 35.74 acres of former St. George Airport property.
Background	Takedown 2 includes 30.23 acres of property west of Dixie Technical College and the Tech Office parcel and 5.51 acres of Trail Head property on Tech Ridge. The Escrow Agreement outlines the terms and conditions for cash exchange and in-kind work, including an additional $717,000 in verified in-kind work for hillside storm drain and piping material costs.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	N/A **Amount:**

ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
SEPTEMBER 10, 2020 4:00 P.M.
RIVERWALK VILLAGE APARTMENTS/
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Gregg McArthur
Councilmember Dannielle Larkin
City Manager Adam Lenhard
City Attorney Shawn Guzman
City Recorder Christina Fernandez

EXCUSED:

Councilmember Bryan Smethurst

SITE VISIT AT RIVERWALK VILLAGE APARTMENTS LOCATED AT 2333 EAST DINOSAUR CROSSING:

The Mayor and Council toured the Riverwalk Village Apartments after which they returned to the City Offices for the remainder of the meeting. Mayor Pike and the Council provided a brief history of SwitchPoint and how the Riverwalk Village Apartments came to be.

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The invocation was offered by Father David Bittmenn with the St. George Catholic Church and the Pledge of Allegiance to the Flag was led by Councilmember Hughes.

UPDATE FROM ST. GEORGE MUSICAL THEATER:

Tony Allen with the St. George Musical Theater stated that Dimon McFerson has volunteered to be the Chair of the Theater. Mr. Allen provided a history of Mr. McPhersons' accomplishments.

Mr. McFerson provided a PowerPoint presentation covering the following topics: Brief History; 2014-2020; Community Impact; SGMT Financial Results; City Allocations; Feasibility Study; SGMT New Theater Proposal; New Theater Objectives; Financial Plan; and SGMT Timeline.

Councilmember Randall noted she has watched the theater grow to what it is today. The downtown area is ideal for a theater like what is being proposed.

Mr. McFerson explained the $400 per square foot cost.

Bruce Bennett stated they were approached by an architect from Salt Lake City; although the Board is not bound to them, they would be excited to work with them. They have built some of the most beautiful buildings in the United States.

After being asked by Councilmember Hughes, Mr. Bennett commented that he believes a facility with 325 seats is perfect and will allow for growth. In 2019, they were are 84% capacity; about 90% in 2020. Mr. Bennett spoke about some of the professional actors they are working with.

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Councilmember Larkin inquired about who is paid and what the relationships are with the performers.

Mr. Bennett stated they always hope to be a community theater and a non-profit organization. They do not precast, all performers audition, even the professionals. All adult performers are paid a small stipend for performances. He noted that performers sign contracts.

Mr. McPherson noted he would like the proposed facility to be located on 200 West, between 100 South and Tabernacle. They would like the City to lease the property to SGMT for two (2) years. During that time, they will commit to do all of the architectural drawings; at the end of the 2-year time frame, they will turn the site back over to the City with construction ready plans.

Mr. Bennett stated they are concerned about public perception. Their anticipated costs are approximately 96% less than the estimated cost from the Duncan Webb consultants. They have never wanted a handout but have asked for help from the City and County.

Mayor Pike commented about the recommendation to treat community theaters as they would not coexist well in the performing arts center. Additionally, he pointed out there is a potential price tag of $60-80 million for a performing arts center. He anticipates he will be asked why SGMT is favored; he would say this is the next phase in a process of hopefully building a bigger, broader performing arts center that would meet the needs of the other organizations, but not at $80 million. The Duncan Webb study says community theater should be separate. He would like to identify a next step for the other organizations.

Mr. McFerson added the Heritage Choir and the Southwest Symphony; however, they only need about 15-17 nights a year; SGMT has seven (7) shows annually and are open about 210 nights a year.

Mr. Bennett noted this project was funded mainly by private donors and foundations.

DISCUSSION REGARDING MURALS AT THE ART MUSEUM:

Michele Graves with Leisure Services commented that many people do not know the City has an Art Museum. She noted that murals are trending and stated that there is a possibility of having two (2) murals at this time. An idea she has is to rename the district to either Hope Hill or Mount Hope. She outlined what a mural can do for a community. The murals which will be placed on the two (2) lower panels on the Art Museum, can be done for the cost of the supplies.

The consensus of the Council is to move forward.

Mayor Pike called for a short recess.

DISCUSSION REGARDING A PROPOSED ST. GEORGE TO ZION TRANSIT ROUTE:

Public Works Director Cameron Cutler noted there have been several conversations regarding a proposed St. George to Zion transit route. Zion Public Financing put together a spreadsheet to outline financial estimates. If the route is approved, starting at the Dixie Center is preferred. He outlined the spreadsheet.

City Manager Adam Lenhard explained the hot spot funding is administered through UDOT; however, it comes from the state's tourism department and is meant to ease congestion at national parks. Fred Davies, the former Transit Manager, applied for this grant prior to his retirement. The City was awarded $3 million. The $15 million funding is available, if the City does not use the funds, it will be reprogrammed.

Mr. Cutler noted the only caveat to using the $15 million is that the City would be obligated to run a transit service for (10) years. He spoke about fees for the proposed route.

City Manager Adam Lenhard stated that eventually, the City's fleet will be moved to electric buses. This funding will help in purchasing the infrastructure needed to charge the buses.

After being asked by Councilmember McArthur, Mr. Cutler explained there is no penalty for accepting the hot spot grant funding and Mayor Pike outlined how funding from the transportation tax works with transit.

City Manager Adam Lenhard stated he is concerned with ridership. Another concern is that the park is going in the opposite direction on visitorship.

Mayor Pike noted he met with Steve Neeleman today; his business is on the east side of Zion. He and other business owners are directing people to contact the parks service to encourage them not to change the reservations system.

A discussion took place regarding concerns with ridership.

Mr. Cutler explained there are two types of bus routes proposed; one route with several stops and another route as an express bus.

Councilmember McArthur suggested testing the route.

Mayor Pike noted he does not know if testing the route will work; however, a survey may be a good idea.

The consensus of the Council is to see if the route can be done on a trial basis and see if UDOT will buy off on a ramped-up version.

Mayor Pike commented after being involved in discussions regarding this topic over the past few years, he was very skeptical initially; his is now more supportive. He wants everything researched prior to starting the process.

Councilmember Hughes noted he is in favor of the proposal if there is a benefit. He is concerned with ridership as the others have noted.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Public Works Director Cameron Cutler provided an update on Valley View Drive and SunRiver Parkway projects that will be starting soon.

Mayor Pike asked the Council if they would like the residents to weigh in on the plans.

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A discussion took place regarding bike lanes.

City Attorney Shawn Guzman explained the City can allow golf carts on certain roadways. Sun River has asked the City to expand the area.

The consensus is to have sharrows on Sun River Parkway.

Councilmember Larkin inquired about the BluCan recycling campaign; she asked why there is not much information on social media. Currently, the messages she is seeing are encouraging people to opt out. She then reported on the clean up campaign meeting she attended earlier in the day.

The Council discussed the St. George Streetfest; it is not what it was supposed to be originally.

Councilmember Hughes spoke about suicide awareness and the pandemic that suicide is. In order to get the Police Department to accomplish all that they are asked to do, the Council needs to increase funding, not decrease it.

Chief Whitehead explained how mental health calls are handled.

Mayor Pike spoke about Teresa Willie and the Reach for Hope organization who assist in suicide prevention and awareness.

Councilmember Randall mentioned the need for volunteers to help at the rodeo. She noted that she and Councilmember Smethurst met with Jenny Taylor regarding the Gold Star Memorial.

The meeting adjourned at approximately 8:30 p.m.

_____
Christina Fernandez, City Recorder

ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
SEPTEMBER 24, 2020 5:00 P.M.
CITY COUNCIL CHAMBERS

PRESENT:

Mayor Jon Pike
Councilmember Michele Randall
Councilmember Bryan Smethurst
Councilmember Gregg McArthur
City Manager Adam Lenhard
Deputy City Attorney Paula Houston
City Recorder Christina Fernandez

EXCUSED:

Councilmember Jimmie Hughes
Councilmember Dannielle Larkin

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The invocation was offered by Tom Fiske with the Grace Episcopal Church and the Pledge of Allegiance to the Flag was led by Councilmember Smethurst.

CONSENT CALENDAR:

a. **Consider approval to purchase a 15 MVA substation transformer.**

b. **Consider approval of an agreement with Wheeler Power Systems to replace the OEM Controls and update switchgear for the Bloomington Generation Facility.**

c. **Consider approval of a new hangar lease with Hangar 103, LLC on Lot 103 at the airport.**

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

Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/VACATION PORTION OF PLATTED ROADWAY/ORDINANCE:

Public hearing and consideration of an ordinance to vacate a portion of an existing platted roadway located west of Crimson Cliffs Way and north of 2450 South Street.

Public Works Director Cameron Cutler explained this request is to vacate an existing platted roadway located south of Crimson Cliffs High School and north of 2450 South Street. A new road was recently built to the east of this platted roadway and is no

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longer required. The money paid to the Schmutz family for the property will be returned back to the City for the vacation of the Right of Way.

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

MOTION: A motion was made by Councilmember Randall to approve the ordinance vacating a portion of roadway located west of Crimson Cliffs Way and north of 2450 South Street.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye

The vote was unanimous and the motion carried.

DISCUSSION WIH THE DAUGHTERS OF THE UTAH PIONEERS REGARDING THE USE OF THE PIONEER COURTHOUSE:

Jeanine Vander Bruggen with the Daughters of the Utah Pioneers addressed the Council regarding the use of the Pioneer Courthouse. She provided a handout background outlining the uses at the Pioneer Courthouse and how their organization will benefit from staying in the building.

DISCUSSION REGARDING SUICIDE PREVENTION AND AWARENESS:

Theresa Willie with Southwest Behavior Health Center and Roger Nelson with Utah Behavioral Services. Together they presented a PowerPoint presentation covering the following topics: Death ruled as suicide in 12-month periods (August 1 – July 31) from 2015-2016 to 2019-2020; Suspected suicide deaths by sex; Suspected suicide deaths by age; Percentage of suspected suicide deaths by ethnicity; Percentage of suspected suicide deaths by race; Percentage of deaths by lethal means; Suicide deaths by methods 2019-2020; Reach4Hope – Training and resources; How can you help?; Lifetime suicide attempts by highly rejected LGBT young people; and Language matters/safe reporting.

Councilmember Randall spoke about the ULCT Mental Health Class she attended this afternoon. Spanish Fork has a website in which they post a lot of information and resources; she asked that the City do something similar. Additionally, they addressed CALM training in the class she attended.

Ms. Willie explained that they incorporate that training in the QPR training they offer. She mentioned that there are grief support groups in town and spoke about other resources that are available.

City Manager Adam Lenhard left the meeting.

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Mayor Pike stated he would like to put together a small group to takes suggestions and help Ms. Willie and Mr. Nelson with prevention and awareness.

Mr. Nelson outlined what his team does to help with suicide prevention and awareness. His entire team is certified to perform the Columbia Suicide Prevention Scale. He provided statistics on the phone calls his team has received after which he explained white, pink, and blue sheets. In Iron County their organization received direct referrals from the dispatch center; they sometimes respond rather than a police officer on mental health or suicide calls.

Chief Whitehead explained Sgt. Gilman has been working on a plan to offer this in Washington County. He noted that the SGPD is not equipped to deal with people dealing with suicidal thoughts. He is interested to see what they can do to make this work and benefit the community.

Councilmember Smethurst spoke about suicide among veterans. This is something that needs to be done to help individuals.

Mayor Pike noted the City needs to help build awareness.

Ms. Willie explained the community model they use. They are required to do a community readiness survey every couple of years. They have been preparing the community for the services they offer. The community is aware of the problem, but they may not be aware there is an active coalition in the community that has resources.

A discussion took place regarding QPR training.

City Attorney Shawn Guzman noted Ms. Willie and Mr. Nelson has a fantastic with their limited resources. Suicide is a hard topic due to the impact it has. Intermountain has done well with providing resources as well. He spoke about genetic testing for anti-depressants and how it helps which will be most effective for the patients. He then asked if the hospital can make the tests available for those that do not have insurance.

Housing and Economic Development Director Shirlayne Quayle asked if they are connected with Switchpoint. She invited Mr. Nelson and Ms. Willie to attend one of their board meetings.

Ms. Willie noted they have done QPR training with the SwitchPoint staff.

Mr. Nelson noted they get a number of calls regarding SwitchPoint residents.

City Attorney Shawn Guzman mentioned Encircle will open on October 17th. The house is 190 South 100 East. It caters to youth who are LGBTQ+; it is a connective, social place for them to feel safe and welcome. Families may struggle when they learn their loved one is LGBTQ. There is no agenda, the goal is to help people. Their tagline is No Sides, Only Love.

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REPORTS FROM MAYOR, COUNCILMEMBERS OR CITY MANAGER:

Mayor Pike noted he will have recommendations for appointments to various City boards in the near future.

Councilmember McArthur reported on the Desert Reserve meeting he recently attended.

Mayor Pike mentioned the conditional use permit for the cell tower that was recently heard, and not approved, by the Planning Commission. The Council will need to decide to take action or refer it back to the Planning Commission.

ADJOURN:

MOTION: A motion was made by Councilmember Randall to adjourn.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
OCTOBER 1, 2020 5:00 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
City Attorney Shawn Guzman
City Recorder Christina Fernandez

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The invocation was offered by Ralph Atkin and the Pledge of Allegiance to the Flag was led by Councilmember Hughes.

Councilmember Randall read a proclamation in which Mayor Pike proclaimed October as Breast Cancer Awareness Month.

Councilmember Larkin read a proclamation in which Mayor Pike proclaimed October Domestic Violence Awareness Month.

Councilmember Hughes read a proclamation in which Mayor Pike proclaimed the week of October 18 through October 24, 2020 as Assistance League of Southern Utah Week.

Councilmember Randall commented that on October 24th, a St. George Market will be held. All proceeds will go to benefit the Assistance League.

COMMENTS FROM THE PUBLIC:

Mayor Pike outlined the rules for making comments.

Douglas and Lois Pierson addressed the Council regarding flood damage to their business property at 815 Red Rock Road. Mr. Pierson provided pictures to show the damage and noted they cannot afford to continue to fix the damage. They asked the City to fix the easement and culvert.

Public Works Director Cameron Cutler provided an update to the Pierson's.

CONSENT CALENDAR:

a. **Consider approval to sponsor the Grand Opening of the Encircle St. George Home on Saturday, October 17, 2020.**

b. **Consider approval of an agreement with Reflections from the Forge for an Ironman Art Sculpture.**

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c. Consider approval of a Professional Services Agreement (PSA) with Alpha Engineering Co. for the design and construction management of the Millcreek 3050 East Sewer Outfall Line Replacement Project.

d. Consider approval to award bid to Royal T Enterprises for the I-15 Underpass Mall Drive Landscape project.

e. Consider approval of a Change Order with Interstate Rock on the Snake Hollow Bike Park Phase 2 and 3 project.

f. Consider approval of the minute from the meetings held on August 6, 2020; August 20, 2020; August 27, 2020; and September 3, 2020.

g. Consider approval of a contract with QScend Technologies, Inc (QAlert) for a Customer Relationship Management (CRM) Software and Implementation Services for $93,230.

City Manager Adam Lenhard noted item 2g is pending review by the Legal Department and 2e will be subject to approval of the budget openings (item 4).

Councilmember Larkin spoke about the Encircle grand opening and what they do.

With regard to item 2a, City Manager Adam Lenhard explained that the City is involved with Encircle because far too many of community youth who are committing suicide; may of which are LGBTQA+. The facility increases the value of this area.

Mayor Pike commented that the board consists of good people. He noted their tagline is No Sides, Only Love. This facility is meant to be a resource for these young people, their family and their friends.

MOTION: A motion was made by Councilmember Randall to approve the consent calendar with item e contingent on approval of the budget openings and item g on review by the Legal Department.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Pike called for a 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.

Consider approval of a Conditional Use Permit (CUP) to construct an 85' tall unmanned telecommunication facility on Washington County School District property located at approximately 301 North 2200 East (between Panorama Elementary and Pine View Middle School).

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Planner Genna Goodwin presented the request for a Conditional Use Permit to construct an 85' tall unmanned telecommunications facility on Washington County School District property located at approximately 301 North 2200 East. She provided a PowerPoint presentation covering the following topics: 10-7B-1 Uses; Zoning map; Site plans; Proposed location; MonoPINE design/height; Monopole design/height; Site design fencing; Current coverage; Potential coverage; and Photos of similar poles. She mentioned that staff received several letters and emails from citizens in opposition.

Councilmember Randall commented that she does not like the pine tree look. Other Councilmembers agreed.

Applicant Daniel Thurgood explained Verizon Wireless is the anchor tenant for this pole; there is room available for two (2) other carriers. Mr. Thurgood explained why the pole needs to be 85' – to allow for three (3) different carriers to place their equipment on the tower and 60'-65' is the lowest height a carrier will be interested in; both of which will lessen the number of towers and puts them in one place. They have looked at other locations for the pole; the nearest open space is the park on 2450 East which is 100' lower in elevation than the proposed location. Other towers in the area are either too far away or lower in elevation so they cannot add additional tenants. He understands this area is a concern for neighbors, but this is where people are using their phones. This pole will be on Washington County School District property, they are favorable of installing the tower. He commented this is not a 5g tower; 3g and 4g is what is being installed; however, 5g can be installed in the future.

Councilmember Hughes commented if 5g comes, the tower does not need to be very high, just need to be closer in multiple areas. Some can be as low as 4' which would mean they would not need Council approval. The reason this item is before the Council is due to the height of the proposed tower.

City Attorney Shawn Guzman explained there are only limited times the City restrict 5g, such as on a power pole. With this tower, the Council has the ability to lower the height, but doing so would not restrict 5g. Approving the 85' tower does not guarantee that there will be co-location; other companies can come in for a similar request.

Councilmember Larkin asked Mr. Thurgood if he has the ability to share the information they provided to the residents. Mr. Thurgood explained he cannot unless he provides it to the Council and it becomes part of the record. Mayor Pike noted the City can provide it to the public. Councilmember Larkin noted the number of letters/emails the City received voicing concerns.

The Council discussed the articles they read while researching 5g technology and cell phone usage.

City Attorney Shawn Guzman reminded the Council the item is before them tonight due to the height of the proposed tower. They have the ability to set the height. He

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further commented that the applicant has stated that 85' would be the optimum height for co-location; however, that height does not guarantee another carrier would want to co-locate on the tower. They may come in to request their own tower. The federal and state governments have passed laws that take away the ability for cities to regulate these towers in most areas. For example, if 5g were planned, it is very limited on what the City can deny and where they can locate the poles. The City has a handshake agreement with the School District as they would like the towers located on their property to generate a bit of income from the leasing fees.

Councilmember Randall noted she is aware of the need for adequate cell phone coverage; however, she has an issue with the pole being 85' in this location.

Councilmember Larkin agreed.

Mayor Pike pointed out the Council could approve the 85' tower and may have co-location, if a 65' tower is approved, there may be several towers. Councilmember Larking commented that even with an 85' tower, there can still be several towers if other carriers do not want to co-locate.

MOTION: A motion was made by Councilmember McArthur to approve a 3G/4G 60' tall tower.
SECOND: The motion was seconded by Councilmember Larkin.

City Manager Adam Lenhard noted per the City Attorney, the Council cannot regulate the technology or radio type.

AMENDED MOTION: Councilmember McArthur amended his motion to remove the 3G/4G and that it be a monopole, not monoPINE.
SECOND: The amended motion was seconded by Councilmember Larkin.
VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – nay
Councilmember Randall – aye
Councilmember Smethurst – nay
Councilmember McArthur – aye
Councilmember Larkin – aye

The motion carried.

PUBLIC HEARING/AMENDMENTS TO THE FY 2020-21 BUDGET/RESOLUTION:
Public hearing and consideration of a resolution to review and approve amendments to the Fiscal Year 2020-21 Budget.

Budget and Financial Planning Manager Deanna Brklacich outlined the proposed amendments as follows: 1) To increase the Police Depts. overtime budget for a new Safe Crosswalk Enforcement federal grant received as a passthrough grant from the

State Highway Safety Office; 2) To increase the Art Museum's budget for a new grant received from the Utah Division of Arts & Museums in conjunction with the National Endowment for the Arts. The grant will be used towards interior painting, replacing the outdoor storage, and a gallery hanging system; 3) To increase the Police Depts. budget for a Justice Assistance Grant (JAG) COVID19 grant they received to upgrade vehicles to mitigate disease exposure (glass protection, molded transport seat inserts, etc.) and to update their inventory tracking system including tracking PPE supplies; 4) To re-instate the Commercial Plans Examiner position which was unfunded due to anticipated economic downturns and corresponding reduced growth. However, development has continued above projections and this will enable the commercial plan review to be performed inhouse instead of contracting the services. Funding is pro-rated for the 9 months remaining in this fiscal year. Budget amendment also increases part-time hours for existing part-time employees; 5) To budget for a new State Homeless Grant which the City received to reimburse for services and expenses incurred relating to homelessness in our community. These are existing expenses which are predominantly incurred by the Police Dept. and therefore already budgeted. The intent is to not grow existing budgets but to create a new division in the General Fund to track grant-related expenses. This budget amendment is based on expense estimates submitted in the grant application; 6) To increase Sunbrook Golf's budget for the emergency replacement of overseeding equipment which was over 20 years old which failed and could not be repaired. The purchase is covered by Cart Fee Revenues which are anticipated to finish higher than budget by the end of the fiscal year; 7) To increase the golf division budgets to add back funding for PGA Membership expenses for the Golf Pros. These expenses were cut when the budget was significantly reduced due to the anticipated economic downturn; however, it's important to maintain these dues for the Pros to continue to be designated as such; 8) To budget for the commission of a sculpture for the Ironman 70.3 North American Pro Championship and the 70.3 World Championships which is being coordinated between the Art Around the Corner organization and Greater Zion. Washington County has agreed to pay half of the cost through their Travel and Conventions Bureau funds; 9) This budget adjustment is needed to account for the 2nd allocation of State CRF funding to assist in responding to the COVID-19 pandemic. These funds are a pass-through grant program that is part of the CARES Act (Department of Treasurer); 10) entering into a 4-year lease agreement for 9 vehicles (including upfit) at a combined annual lease cost of $53,668, plus reallocating $39,976 of the funds towards purchasing approximately 70 vests which are a new type of vest that allows officers to carry equipment on their vest instead of on their duty belt; 11) To reallocate budgeted funds from the Fire Depts. Improvement budget for Fire Station Driveway/Approach Repair projects to the Fire Depts. Equipment account in order to fund emergency replacement of a water pump and motor on a brush fire truck; 12) To carryover a portion of the budget approved in the prior year for furnishings and site improvements within the City-owned public gathering spaces and pedestrian corridor in the Main Street and City View area due to unforeseen vendor delays, causing the products to be delivered during this fiscal year instead; 13) To increase the pavement management budget to include micro-surfacing in areas on Red Hills Parkway between Bluff St. and to Industrial Road where a new gas line has been installed. Dominion Energy is reimbursing the City for the agreed costs of the micro-

surfacing project; 14) To increase Energy Services - Distribution and Transmission department's improvements budget to add the overhead to underground and conductor upsize project for Washington County's downtown campus renovation project. A portion of the project is growth-related and will be covered by impact fees with the remainder to be funded by existing fund balance; 15) To increase the Economic Development Projects Fund budget to provide the opportunity to acquire property anticipated to assist with the City's economic development goals in the downtown area; 16) To budget for the purchase of property on Red Hills Parkway which enables the city to connect surrounding property owned by the City and occupied by our Water, Power, Streets, etc. The City will master plan the property and relocate some divisions which have been displaced or have outgrown their facilities; 17) To remove most of the budget for the Virgin River Trail North - Riverside to Rio Virgin (aka Missing Link) which was partly carried over to FY2021 in anticipation of a later completion date; however it was completed in FY2020 and all funding was also received in FY2020. This will reduce this year's budget to $3,000 to cover a few residual costs; 18) To budget for expenses to communicate the BluCan Recycling and Opt Out program to our citizen. Funds will be used for providing educational flyers for our customers and also to temporarily hire a call-center to facilitate 24/7 back-up servicing for customer phone calls; 19) To budget for the Sand Hollow Aquatics Center (SHAC) which was anticipated to be complete in the prior fiscal year but has extended into the current year. This budget opening is comprised of change orders for structural corrections, delays in shipping due to COVID19 (fabric material came from overseas), taxes as the end-user which the contractor did not anticipate, and misc. testing and inspection costs. This brings the combined multi-year budget to $1,481,000; 20) To increase the budget for the E911 Relocation project primarily to upgrade fiber cable to accommodate UDOT's traffic cameras and other security and traffic cameras that feed into the center; and for audio and video equipment for the Emergency Operations Center; 21) To budget for a deposit towards the land purchase for the Tech Ridge East Access Road. Funding will come from sale proceeds of Tech Ridge received in previous fiscal years; 22) To carryover a portion of the budget approved in the prior year for Phase 3 of the Snake Hollow Bike Park which was anticipated to be completed but was moved forward to the current year. This is for the Strider Track and Pavilion portions. $300,000 was approved in FY2020 and only $86,600 was spent, This also recognizes a grant through the Utah Outdoor Recreation Grant program for $150,000 towards the project; 23) Phase 2 of the Snake Hollow Bike Park includes the main parking lot, parking lot on Tuweap Dr., roadway and curb & gutter improvements on Lava Flow Drive, and a single-track loop amenity. The County had originally committed to contributing $600,000 towards the project but later withdrew $400,000 due to concerns of economic downturn. As such, the current year budget included only the parking lot and some road improvements and was scaled down to $492,000 ($50,000 in FY2020 and $442,000 in FY2021). Subsequently, the County has determined they will contribute the $400,000 withdrawn and Public Works Dept. has determined they can contribute $350,000 from their Intersection & Road Improvements budget in the Public Works Capital Project Fund. This budget opening is to increase the current year's budget from $442,000 to $1,348,858 and increase the scope of the project to its original plan and to recognize the additional funding

sources. The project will also be funded by RAP Tax Bonds and a transfer from the Park Impact Fund.

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

MOTION: A motion was made by Councilmember Larkin to approve the resolution to review and approve amendments to the Fiscal Year 2020-21 Budget.
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.

PUBLIC HEARING/SUBDIVISION AMENDMENT:

Public hearing and consideration of a subdivision amendment for Bloomington Courtyard Commercial Center Phase No. 1 Amended by increasing the size of lot 1, which affects the common area and its associated easements that need to be vacated and because 100% of the consents of all owners within the plat were not obtained.

Assistant Public Works Director Wes Jenkins presented the request for a subdivision amendment for the Bloomington Courtyard Commercial Center Phase No1 Amended. The proposal is to increase the size of Lot 1. He showed the final plat and outlined the amendment. This is located at 144 West Brigham Road; zoning is PD-C. The Joint Utilities Commission recommended approval.

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

After being asked by Councilmember McArthur, Mr. Jenkins noted is not quite sure why there was not 100% consent.

MOTION: A motion was made by Councilmember Smethurst to approve the subdivision amendment for Bloomington Courtyard Commercial Center Phase No. 1 Amended by increasing the size of lot 1, which affects the common area and its associated easements that need to be vacated and because 100% of the consents of all owners within the plat were not obtained.
SECOND: The motion was seconded by Councilmember Hughes.
VOTE: Mayor Pike called for a roll call vote, as follows:

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Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance for a zone change amendment to the Desert Color PD in order to develop phase 18 of Auburn Hills in the Desert Color development.

Planner Dan Boles presented the request for a zone change amendment to the Desert Color PD in order to develop phase 18 of Auburn Hills in the Desert Color development. He provided a PowerPoint presentation covering the following topics: aerial map; zoning map; site plan; landscape plan; elevations; materials board; and renderings. The Planning Commission recommended approval. Mr. Boles commented each individual unit is platted.

MOTION: A motion was made by Councilmember Randall to approve the ordinance for the zone change amendment to the Desert Color PD in order to develop phase 18 of Auburn Hills in the Desert Color development.
SECOND: The motion was seconded by Councilmember Larkin.
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.

HILLSIDE DEVELOPMENT PERMIT:

Consider approval of a Hillside Development Permit for Hillside Professional Offices located north of the intersection of Riverside Drive and Riverbend Drive.

ZONE CHANGE AMENDMENT/ORDINANCE:

Consider approval of an ordinance for a zone change amendment to the Anasazi Cove Commercial Planned Development to allow two new office buildings on property generally located north of the intersection of Riverside and Riverbend Drive.

Assistant Public Works Director Wes Jenkins presented the request for a Hillside Development Permit to allow development of two 3-story offices buildings. He

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provided a PowerPoint presentation covering the following topics: vicinity and zoning maps; amended hillside development review map; rockfall runout line; landslide hazard map; sight distance exhibit; and renderings. The Hillside Board recommended approval.

Councilmember Larkin asked about an acceleration and deceleration lane.

Mr. Jenkins stated the applicant would provide an acceleration lane if they were not going to install a traffic signal. They will be installing a left-turn lane and there will be a deceleration lane.

The Council discussed the sight distance with the traffic signal.

ZONE CHANGE AMENDMENT/ORDINANCE:

Consider approval of an ordinance for a zone change amendment to the Anasazi Cove Commercial Planned Development to allow two new office buildings on property generally located north of the intersection of Riverside and Riverbend Drive.

Planner Dan Boles presented the zone change amendment to the Anasazi Cove Commercial Planned Development to allow two new office buildings on property generally located north of the intersection of Riverside and Riverbend Drive. He provided a PowerPoint presentation covering the following topics: site plan; elevations; and renderings.

Applicant Vaun Beal stated they are developing this property for his sons who are in the medical field and would like to practice in St. George. He feels like they have a great team working on the project and have worked well with City staff.

City Attorney Shawn Guzman advised any recommendation from the Hillside Review Board is a recommendation. Staff has come to an acceptable compromise with the developer and there needs to be an agreement in place to assure the payment for the signal will be made.

City Manager Adam Lenhard noted he would prefer the applicant to pay 100% of the cost for the traffic signal; however, their offer of 50% is fair due to concerns from the neighbors. He mentioned a petition received from the neighbors who prefer a traffic signal.

Mayor Pike stated he spoke with neighbors who are concerned with traffic in the area, they would like to see a traffic signal as part of the approval.

Councilmember Hughes commented putting a traffic signal in this location will slow down the traffic on the whole system. He noted that a traffic signal has to be warranted; he does not feel it will be warranted with the traffic count and this subdivision.

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City Manager Adam Lenhard noted there are other factors, sight distance being one of them.

Mr. Jenkins explained he and Public Works Director Cameron Cutler discussed the factors; warranting this traffic signal is due to the geometry of the road.

Councilmember McArthur inquired if a traffic signal would be installed if this project was not being built. He does not feel the City should pay 50% of the cost if the signal is being installed just for this project.

Mr. Jenkins stated this traffic signal was not on the master plan. He explained how they arrived at the 50/50 cost split. After being asked by Councilmember McArthur, Mr. Jenkins showed where the 40% disturbance into the hillside would be. He noted that the applicant is requesting to disturb more than the ordinance allows.

Councilmember Hughes noted he is not against a traffic signal in this area; however, residents ask for traffic signals all the time. He wants to make sure why this one is warranted and is needed.

Mayor Pike stated he would justify this one as he believes Riverside Drive is getting busier; therefore, he believes the City paying 50% of the cost is okay.

MOTION: A motion was made by Councilmember Randall to approve the Hillside Development Permit for Hillside Professional Offices.
SECOND: The motion was seconded by Councilmember Hughes.

Councilmember McArthur commented the hillside ordinance states hillsides should not be disturbed more than 40%. As items like this come before the City Council, they need to look at why the ordinances were put in place and abide by them.

Councilmember Larkin agreed; however, she feels more comfortable after the discussion.

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

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – nay
Councilmember Larkin – aye

The motion carried.

Councilmember Larkin noted the renderings do not show a deceleration lane.

City Attorney Shawn Guzman explained that he would like to include a time frame for the applicant to pay the 50% of the traffic signal be two (2) years or at the time the certificate of occupancy is issued for the second building, whichever comes first.

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MOTION: A motion was made by Councilmember Randall to approve the ordinance for a zone change amendment to the Anasazi Cove Commercial Planned Development to allow two new office buildings with the conditions that there is a deceleration lane, left turn lane, a reimbursement of 50% for the traffic signal with a reimbursement agreement that the applicant pay the 50% in two (2) years or at the time the certificate of occupancy is issued for the second building, whichever comes first.

SECOND: The motion was seconded by Councilmember Larkin.

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

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – nay
Councilmember Larkin – aye

The motion carried.

AMEND AND ENACT TITLE 1, CHAPTER 5, SECTION 1 OF CITY CODE/ORDINANCE: Consider approval of an ordinance amending and enacting Title 1, Chapter 5, Section 1 of City Code: Corporate Seal.

City Manager Adam Lenhard explained City rebranded its logos several years ago. Staff has recently completed the proposed new corporate seal, which is more modern, has cleaner lines, and easier to identify when affixed electronically. Staff recommends approval.

MOTION: A motion was made by Councilmember Randall to approve the ordinance amending and enacting Title 1, Chapter 5, Section 1 of City Code: Corporate Seal.

SECOND: The motion was seconded by Councilmember McArthur.

Mayor Pike commented he really likes the historic script logo being incorporated in the new seal.

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.

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APPOINT HEARING OFFICER/RESOLUTION:

Consider approval of a resolution appointing a hearing officer.

City Manager Adam Lenhard explained the City adopted a process for appeals of administrative decisions which requires these appeals to be heard by an administrative hearing officer. Staff recommends appointing Robert Keller as an administrative hearing officer to handle some appeals that may be coming up soon. Mr. Keller would receive a small payment for his services.

MOTION: A motion was made by Councilmember Randall to approve the resolution appointing Robert Keller as an administrative hearing officer.
SECOND: The motion was seconded by Councilmember Larkin.
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.

Reports from Mayor, Councilmembers, and City Manager.

Councilmember Larkin mentioned a ribbon cutting for the Bloomington Hills trail.

Councilmember Randall provided and update on the Gold Star Family Memorial.

Councilmember Smethurst reported that he spoke to golf course staff; they are doing a phenomenal job in keeping the courses looking good.

Councilmember Larkin mentioned the Youth City Council induction will take place on October 7th.

City Manager Adam Lenhard mentioned the City recently launched the Small Business Relief Grant.

ADJOURN TO THE NEIGHBORHOOD REDEVELOPMENT AGENCY MEETING:

MOTION: A motion was made by Councilmember Randall to adjourn to the Neighborhood Redevelopment Agency Meeting.
SECOND: The motion was seconded by Councilmember Larkin.
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

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The vote was unanimous and the motion carried.

ADJOURN:

MOTION: A motion was made by Councilmember Randall to adjourn.
SECOND: The motion was seconded by Councilmember McArthur.
VOTE: Mayor Pike called for a 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.

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Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
NOVEMBER 5, 2020 5:00 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
City Attorney Shawn Guzman
City Recorder Christina Fernandez

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The invocation was offered by Carmella Fitzpatrick with the Unity Church of Positive Living and the Pledge of Allegiance to the Flag was led by Councilmember Hughes.

City Manager Adam Lenhard advised item 3 will be removed from the agenda as the item has already been resolved.

Mayor Pike mentioned and thanked Washington County for running this year's election. He has not heard of any issues and noted things went smoothly. Additionally, he mentioned that the City has cancelled a number of upcoming events; these types of events will be looked at on a weekly basis.

Councilmember Randall spoke about a tour of the hospital she and others attended this afternoon. She noted the hospital is full and commented that the doctors and nurses are exhausted.

The Council discussed the latest updates regarding Covid 19.

COMMENTS FROM THE PUBLIC:

There were no comments.

CONSENT CALENDAR:

a. **Consider approval of an agreement allowing access to public ways with UTOPIA.**

b. **Consider approval of Agreement to Purchase Real Property between the City and Rondell LLC and EDR Holdings, LLC for approximately 2.44 acres of real property.**

c. **Consider approval of an amendment to the Exchange of Real Property Agreement between St. George 730 LLC and the City of St. George.**

d. **Consider approval of an award of bid to Interstate Rock Products for the City Creek to Ledges Pipeline and Pump Station.**

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e. Consider approval to award bid to Skyline Creations for the 2610 East Improvements project.

f. Consider approval of a Professional Services Agreement with Landmark Testing and Engineering for the materials and compaction testing services for the City Creek to Ledges Pipeline and Pump Station project.

g. Consider approval of a Professional Services Agreement with Alpha Engineering for the design and construction related engineering services for the Ledges Area Reuse Pump Stations, Tank, and Pipeline Project.

h. Consider approval of a Professional Services Agreement with VCBO Architecture for an update to the City's General Plan and to create a Downtown District Plan.

After being asked by Councilmember McArthur, Community Development Director John Willis explained what the General Plan update entails as well as the Downtown District Plan. Staff looked at several national firms; VCBO had a good handle on the important items.

MOTION: A motion was made by Councilmember McArthur to approve the consent calendar.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Pike called for a 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.

PUBLIC HEARING/SUBDIVISION AMENDMENT:

Public hearing a consideration of a petition for a subdivision amendment for Eastview Cliffs Subdivision by increasing the size of Lot 68, The Cliffs of Snow Canyon Plat I (new 1), and Lots 52 & 53, The Cliffs of Snow Canyon Plat G (new Lots 2 & 3) by adding some of the common area to each lot, which is a public utility easement, at the rear of each lot into the adjacent lot.

Assistant Public Works Director Wes Jenkins presented the request to amend the final subdivision plat for Lot 68, The Cliffs of Snow Canyon Plat "I" (new 1), and Lots 52 & 53, The Cliffs of Snow Canyon Plat "G" (new Lots 2 & 3) by adding some of the common area, which is a public utility easement, at the rear of each lot into the adjacent lot. He showed the final plat and outlined the proposed amendments.

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

MOTION: A motion was made by Councilmember McArthur to approve the subdivision amendment for Eastview Cliffs Subdivision by increasing the size of Lot 68, The Cliffs of Snow Canyon Plat I (new 1), and Lots 52 & 53, The Cliffs of Snow Canyon Plat G (new Lots 2 & 3) by adding some of the common area to each lot, which is a public utility easement, at the rear of each lot into the adjacent lot..
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/SUBDIVISION AMENDMENT:
Public hearing and consideration of a petition for a subdivision amendment for Meadow Valley Farms Phase 11 Lots 132 & 133 Amended by adjusting the common lot line, and it's associated public utility easement, to the west.

Assistant Public Works Director Wes Jenkins presented the request to adjust the lot line between lots 132 & 133, Meadow Valley Farms Phase 11 to the west and its associated easement. This is located at approximately 2255 East 3770 South Street; zoning is RE-20. He showed the final plat and outlined the proposed amendments.

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

MOTION: A motion was made by Councilmember Randall to approve subdivision amendment for Meadow Valley Farms Phase 11 Lots 132 & 133 Amended by adjusting the common lot line, and it's associated public utility easement, to the west.
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.

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CHANGE LAND USE DESIGNATIONS/ORDINANCE:

Consider approval of an ordinance changing a portion of FP (Flood Plain) land use designations to COM (Commercial) on property generally located on the north side of 1450 South at approximately 1600 East and is approximately 12 acres.

Planner Dan Boles presented the request to change a portion of FP (Flood Plain) land use designations to COM (Commercial) on property generally located on the north side of 1450 South at approximately 1600 East and is approximately 12 acres. He provided a PowerPoint presentation covering the following topics: General plan and zoning maps; and photos of the property. The Planning Commission recommended approval. The property was removed out of the floodway by FEMA; but it is still in the floodplain. It will have to be developed according to the guidelines set forth by FEMA.

Councilmember Randall commented she would rather see this property zone commercial.

Mr. Boles noted there was one citizen who spoke in opposition of the proposal on the property.

Applicant Nick McKinley explained he and the other owners have spent quite a bit of time working with City staff and Rosenberg Associates. It is currently zoned R-1-10; City staff recommended it be commercial. They will work with Rosenberg for erosion control, mitigating the risk of being near the Virgin River.

Councilmember Larkin stated she feels there needs to be further discussion of what takes place in floodplains; they are important for the eco system. She is concerned that the more is built in the floodplains, the water pushes into other areas.

Councilmember McArthur noted a similar discussion took place regarding another parcel. He agreed with Councilmember Larkin – there needs to be further discussion and education.

City Attorney Shawn Guzman reminded the Council this has been the subject of a lot of discussion between the City and the property owners. He suggested Jared Bates explain how FEMA change this parcel from floodway to floodplain. The City owns property across the River.

Councilmember Hughes noted when Jiffy Lube came before the Council, the developable areas were looked at during that time.

Jared Bates with Rosenberg Associates explained there are two lines in the River – the floodplain and the floodway; he explained the difference. He noted there is a floodplain ordinance. Erosion protection would have to be put in place. He commented there is a lot of developable property in this area.

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After being asked by Councilmember Hughes, City Attorney Shawn Guzman explained the applicant could develop residential currently if they plan it to the City's satisfaction.

Mr. McKinley commented they still have a lot of meetings with City staff. They will need to meet the City's floodplain requirements. Looking what the City has already approved along the River, he does not feel like they are proposing anything out of the ordinary.

Mayor Pike noted that Councils cannot bind the hands of future Councils; many of the current Councilmembers that may have a different opinion than previous Councilmembers.

Councilmember Larkin commented that just because something was approved previously, doesn't mean they would not reevaluate to see if things are on the right path or if something needs to go in a different direction. She would like to see commercial rather than residential. She wonders if what the City requires in a floodplain is stringent enough.

MOTION: A motion was made by Councilmember Randall to approve the ordinance changing a portion of FP (Flood Plain) land use designations to COM (Commercial) on property generally located on the north side of 1450 South at approximately 1600 East.

SECOND: The motion was seconded by Councilmember Larkin.

Councilmember McArthur noted he would like a discussion at some point on how to address properties in the floodplain.

City Manager Adam Lenhard stated this would be a good discussion during the General Plan update.

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

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – nay
Councilmember Larkin – aye

The motion carried.

AMEND GENERAL PLAN/ORDINANCE:

Consider approval of an ordinance changing the general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 14.75 acres generally located at 910 West 4700 North.

Planner Genna Goodwin presented the request to change general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 14.75 acres

generally located at 910 West 4700 North. She provided a PowerPoint presentation covering the following topics: Existing general plan map; proposed general plan map; and existing zoning map.

Stacy Young, representative for the applicant, explained where the property is located. The property is not visible from SR18.

After being asked by Councilmember McArthur, Ms. Goodwin showed the property on a map.

City Manager Adam Lenhard commented there is more development than what is shown on the map. One of the accesses shown is no longer there; therefore, they would have to come down through a portion of the Ledges which turns into a dirt road.

Mr. Young showed the access to the property. He noted the property will not be visible until you drive up to the facility. The storage facility will be open to the public, not for Ledges residents only.

Mayor Pike noted this is a general plan amendment.

MOTION: A motion was made by Councilmember Randall to approve the ordinance changing the general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 14.75 acres generally located at 910 West 4700 North.
SECOND: The motion was seconded by Councilmember Larkin.
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.

CHANGE LAND USE DESIGNATION/ORDINANCE:

Consider approval of an ordinance changing a portion of COM (Commercial) land use designations to HDR (High Density Residential) on property generally located west of Bluff Street at approximately 300 West and 900 South.

Planer Dan Boles presented the request to change the general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 14.75 acres generally located at 910 West 4700 North. He provided a PowerPoint presentation covering the following topics: land use; and vicinity maps. He explained on May 5, 2020, the City Council approved a portion of the property located to the west as HDR (High Density Residential) and OS (Open Space). The applicant is now requesting to extend the

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approved HDR for these two areas. This would increase the HDR to approximately eight (8) acres. The Planning Commission recommended approval.

Bob Hermandson with Bush and Gudgell noted they did quite a bit of geotesting; there are a lot of sandstone layers in the area as well as some clay that will need to be mitigated. He showed a photo of the area.

After being asked by Councilmember McArthur, Mr. Boles explained the commercial was left there because they were hopeful to make it work. After starting the planning for the HDR, it has become clear that the property is not viable for commercial use.

MOTION: A motion was made by Councilmember Smethurst to approve the ordinance amending the general plan from LDR (Low Density Residential) to COM (Commercial) on approximately 14.75 acres generally located at 910 West 4700 North.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

ZONE CHANGE/ORDINANCE:
Consider approval of an ordinance changing the zone from R-1-10 (Residential 10,000 sq. ft. minimum lot size), to PD-AP (Planned Development Administrative Professional) along with approval of a use list; property is generally located at 2046 North Tuweap Drive.

Planner Dan Boles presented the request to change the zone from R-1-10 (Residential 10,000 sq. ft. minimum lot size), to PD-AP (Planned Development Administrative Professional) along with approval of a use list; property is generally located at 2046 North Tuweap Drive. He provided a PowerPoint presentation covering the following topics: General plan and zoning maps; proposed use list; Planning Commission's proposed use list. Staff heard from neighbors who are concerned with the use list. The Planning Commission recommended approval with changes to the proposed land use. This zone change needs to take place in order for the existing care facility to continue to operate as their conditional use permit has expired. One of the concerns of the neighbors was that the current owner intends to sell the property.

Applicant Sandia Hyer noted they hope to sell the property. She does not believe others should be able to decide whether or not they can proceed with selling the

property as long as it meets the approved uses . They hope to take the proceeds of the sale, put the funds into a trust, and dispense it to people who are terminally ill and are financially able to care for themselves as they have for years. The people interested in buying the property will continue to operate as assisted living facility.

The Council discussed the Planning Commission's proposed exclusions; City Attorney noted a church and school cannot be restricted if allowed in the zone.

A gentleman from the audience asked if he can comment. Mayor Pike noted this is not a public hearing. He mentioned that a number of letters/emails were received outlining concerns of the neighbors.

Councilmember Randall commented she does not feel any of the proposed uses will create a hardship on the neighbors, other than childcare, possibly.

Councilmember Hughes noted some of the concerns he has heard is what could go on the vacant lot behind the building.

After being asked by Councilmember Hughes, Mr. Boles explained the applicant would have to return for any changes to the existing building or any additional buildings.

Councilmember Larkin read the items she would like to remain on the list:

- Childcare center
- Short term end of life care facility
- Assisted living facility
- Nursing home facility
- Alzheimer's/memory care facility
- Long term assisted living care facility
- Senior Center

MOTION: A motion was made by Councilmember Larkin to approve the ordinance changing the zone from R-1-10 (Residential 10,000 sq. ft. minimum lot size), to PD-AP (Planned Development Administrative Professional) along with approval of a use list she read.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

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AMEND PD/ORDINANCE:

Consider approval of an ordinance amending the Bloomington Vacation Villas Planned Development (PD) to allow the construction of two (2) maintenance buildings, approve conceptual site plan, elevations and materials, and adjust the boundary of the PD.

Planner Dan Boles presented the request to amend the Bloomington Vacation Villas Planned Development (PD) to allow the construction of two (2) maintenance buildings, approve conceptual site plan, elevations and materials, and adjust the boundary of the PD. He provided a PowerPoint presentation covering the following topics: Zoning map; general plan map; conceptual site plan; rendering and materials board. The Planning Commission recommended approval.

Councilmember Larkin noted some of the neighbors voiced concerns regarding fumes coming from the property.

Applicant Jimmy Blair stated most of their equipment is diesel; the fumes people are smelling the construction equipment. Once the construction is complete, they will no longer have that smell. They keep very little chemicals and fertilizer on site.

MOTION: A motion was made by Councilmember Randall to approve the ordinance amending the Bloomington Vacation Villas Planned Development (PD) to allow the construction of two (2) maintenance buildings, approve conceptual site plan, elevations and materials, and adjust the boundary of the PD.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Pike called for a 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.

Mayor Pike called for a recess.

ZONE CHANGE AMENDMENT/ORDINANCE:

Consider approval of an ordinance for a zone change amendment to the River Trails PD-R (Planned Development Residential) in order to move the road to the south, add a unit and make small adjustments to the site on property generally located at 1400 East Riverside Drive and is approximately 4.86 acres in size.

Planner Dan Boles presented the request for a zone change amendment to the River Trails PD-R (Planned Development Residential) in order to move the road to the south, add a unit and make small adjustments to the site on property generally

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located at 1400 East Riverside Drive and is approximately 4.86 acres in size. He provided a PowerPoint presentation covering the following topics: General plan and zoning maps; current and proposed site plans; building elevations; and building photograph. The Planning Commission recommended approval.

Mayor Pike mentioned there is no direct access from Riverside Drive.

MOTION: A motion was made by Councilmember McArthur to approve the zone change amendment to the River Trails PD-R (Planned Development Residential) in order to move the road to the south.
SECOND: The motion was seconded by Councilmember Larkin.
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.

AMEND PD/ORDINANCE:

Consider approval of an ordinance approving an amendment to the Hidden Valley PD (Planned Development) area, transferring density from one area of the master plan to a previously designated school site.

Planner Dan Boles presented the request to amend the Hidden Valley PD (Planned Development) area, transferring density from one area of the master plan to a previously designated school site. He provided a PowerPoint presentation covering the following topics: General plan and zoning map; and master plan map. The Planning Commission recommended approval.

A discussion took place regarding the master planned roads in the area.

City Manager Adam Lenhard asked if the master plan or development agreement allow for density transfers. The Council does have the ability to add density to a particular area.

Mr. Boles stated it has been done in the past, but he does not know if the development agreement specifically says yes or no.

Dan Hermandson with Bush and Gudgell noted the proposed school on the original plan was removed so they are now requesting a zone change.

MOTION: A motion was made by Councilmember Smethurst to approve the ordinance approving an amendment to the Hidden Valley PD (Planned Development) area, transferring density from one area of the master plan to a previously designated school site.

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SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

ZONE CHANGE AMENDMENT/ORDINANCE:
Consider approval of an ordinance for a zone change amendment for the Desert Color Zone Plan to amend the Big Shots Golf Center (Driving Range) on property generally located at the intersection of the I-15 Freeway and the Southern Corridor and is 10.65 acres in size.

Planner Dan Boles presented the request for a zone change amendment for the Desert Color Zone Plan to amend the Big Shots Golf Center (Driving Range) on property generally located at the intersection of the I-15 Freeway and the Southern Corridor and is 10.65 acres in size. He provided a PowerPoint presentation covering the following topics: General plan and zoning maps; approved and proposed site plans; landscape plans; approved elevations; and approved and proposed materials. The Planning Commission recommended approval.

Bob Hermandson with Bush and Gudgell outlined the changes from the original approval. The lights will be on the top of the pole and will be shielded to fire away from the neighboring homes. After being asked by Councilmember Larkin, Mr. Hermandson explained the landscape plan.

MOTION: A motion was made by Councilmember Randall to approve the ordinance for a zone change amendment for the Desert Color Zone Plan to amend the Big Shots Golf Center (Driving Range) on property generally located at the intersection of the I-15 Freeway and the Southern Corridor and is 10.65 acres in size.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Pike called for a 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.

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ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone from OS (Open Space) to R-1-10 (Single Family Residential 10,000 sq ft lot sizes) on approximately 0.58 acres located on the south side of Bloomington Dr East at approximately 2800 South (SG-BCC-10-8-B).

Planner Genna Goodwin presented the request to change the zone from OS (Open Space) to R-1-10 (Single Family Residential 10,000 sq ft lot sizes) on approximately 0.58 acres located on the south side of Bloomington Dr East at approximately 2800 South. She provided a PowerPoint presentation covering the following topics: Project location maps. The Planning Commission recommended approval.

MOTION: A motion was made by Councilmember McArthur to approve the ordinance changing the zone from OS (Open Space) to R-1-10 (Single Family Residential 10,000 sq ft lot sizes) on approximately 0.58 acres located on the south side of Bloomington Dr East at approximately 2800 South.
SECOND: The motion was seconded by Councilmember Larkin.
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.

ZONE CHANGE/ORDINANCE:

Consider approval of an ordinance changing the zone R-1-8 (Single-Family 8,000 sq. ft min) to R-2 (Multiple Family / Duplex) on approximately 0.49 acres located southwest of the freeway on 900 South at approximately 510 East.

Planner Genna presented the request to change the zone R-1-8 (Single-Family 8,000 sq. ft min) to R-2 (Multiple Family / Duplex) on approximately 0.49 acres located southwest of the freeway on 900 South at approximately 510 East. She provided a PowerPoint presentation covering the following topics: land use map; and zoning map. The Planning Commission recommended approval.

MOTION: A motion was made by Councilmember Larkin to approve the ordinance changing the zone R-1-8 (Single-Family 8,000 sq. ft min) to R-2 (Multiple Family / Duplex) on approximately 0.49 acres located southwest of the freeway on 900 South at approximately 510 East.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a roll call vote, as follows:

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Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

AMEND PORTIONS OF TITLE 10, CHAPTERS 1, 13A AND 13B, 25D AND CHAPTER 20, SECTION 2(B) OF CITY CODE/ORDINANCE:

Consider approval of an ordinance amending portions of Title 10, Chapters 1, 13A and 13B, 25D and Chapter 20, Section 2(B) of the St. George City code to clarify provisions regarding the recommendations of the Hillside Review Board, add Surety Bonds to the list of acceptable types of improvement warranties for constructed, installed and approved public improvements, and add provisions to allow gravel driveways in certain zones.

Planner Dan Boles presented the ordinance amending portions of Title 10, Chapters 1, 13A and 13B, 25D an Chapter 20, Section 2(B) of the St. George City code to clarify provisions regarding the recommendations of the Hillside Review Board, add Surety Bonds to the list of acceptable types of improvement warranties for constructed, installed and approved public improvements, and add provisions to allow gravel driveways in certain zones. He provided a PowerPoint presentation covering the following topics: Chapter 10-13A – Hillside Development Overlay Zone; Chapter 10-20-2 – Residential Lots Driveways; and Chapter 10-25D-5 – Improvement Completion Assurance and Warranty. The Planning Commission recommended approval.

MOTION: A motion was made by Councilmember Randall to approve the ordinance amending portions of Title 10, Chapters 1, 13A and 13B, 25D and Chapter 20, Section 2(B) of the St. George City code to clarify provisions regarding the recommendations of the Hillside Review Board, add Surety Bonds to the list of acceptable types of improvement warranties for constructed, installed and approved public improvements, and add provisions to allow gravel driveways in the zones explained by staff.
SECOND: The motion was seconded by Councilmember Larkin.
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.

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PRELIMINARY PLAT:

Consider approval of the preliminary plat for Auburn Hills Phase 6, a 15-lot residential subdivision located within the Desert Color development at the intersection of Claystone Drive and Carnelian Parkway.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Auburn Hills Phase 6, a 15-lot residential subdivision located within the Desert Color development at the intersection of Claystone Drive and Carnelian Parkway. He showed and outlined the preliminary plat.

MOTION: A motion was made by Councilmember Randall to approve the preliminary plat for Auburn Hills Phase 6.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Pike called for a 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.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Auburn Hills Phase 7B, a 12-lot residential subdivision located in the Desert Color development at the intersection of Garnet Drive and Claystone Drive.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Auburn Hills Phase 7B, a 12-lot residential subdivision located in the Desert Color development at the intersection of Garnet Drive and Claystone Drive. He showed and outlined the preliminary plat.

MOTION: A motion was made by Councilmember McArthur to approve the preliminary plat for Auburn Hills Phase 7B.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pike called for a 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.

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PRELIMINARY PLAT:

Consider approval of the preliminary plat for Auburn Hills Phase 17, a 17-lot residential subdivision located within the Desert Color development at the intersection of Garnet Drive and Claystone Drive.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Auburn Hills Phase 17, a 17-lot residential subdivision located within the Desert Color development at the intersection of Garnet Drive and Claystone Drive. He showed and outlined the preliminary plat.

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat for Auburn Hills Phase 17.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Pike called for a 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.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Auburn Hills Phase 18, a subdivision consisting of 80-residential units located in the Desert Color development at the intersection of Fire Sky Drive & Carnelian Parkway.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Auburn Hills Phase 18, a subdivision consisting of 80-residential units located in the Desert Color development at the intersection of Fire Sky Drive & Carnelian Parkway. He showed and outlined the preliminary plat.

MOTION: A motion was made by Councilmember Randall to approve the preliminary plat for Auburn Hills Phase 18.
SECOND: The motion was seconded by Councilmember Smethurst.
VOTE: Mayor Pike called for a 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.

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PRELIMINARY PLAT:

Consider approval of the preliminary plat for Hidden Valley Phase 10, a 63-lot residential subdivision located within the Hidden Valley development west of the intersection of Hidden Valley Drive and Athens Drive.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Hidden Valley Phase 10, a 63-lot residential subdivision located within the Hidden Valley development west of the intersection of Hidden Valley Drive and Athens Drive. He showed and outlined the preliminary plat. The applicant will be required to finish the Hidden Valley Drive and to vacate the existing sewer easement.

MOTION: A motion was made by Councilmember Smethurst to approve the preliminary plat for Hidden Valley Phase 10.
SECOND: The motion was seconded by Councilmember Larkin.
VOTE: Mayor Pike called for a 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.

PRELIMINARY PLAT:

Consider approval of the preliminary plat for Red Cliffs Estates, a 28-lot residential subdivision located between 3210 East and 3430 East in the Little Valley area at about 2300 South.

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Red Cliffs Estates, a 28-lot residential subdivision located between 3210 East and 3430 East in the Little Valley area at about 2300 South. He showed and outlined the preliminary plat. The applicant has requested curb, gutter, and sidewalk on the interior lots. He outlined the drainage plans, they will dedicate 15' to the City for the ditch. The applicant has requested that if the City ever pipes the ditch, the area be graveled.

MOTION: A motion was made by Councilmember Hughes to approve the preliminary plat for Red Cliffs Estates.
SECOND: The motion was seconded by Councilmember Randall.

City Attorney Shawn Guzman asked for a clarification regarding the lot with an easement to the property to the south, he asked if that was a roadway to the south. Mr. Jenkins stated it is platted but not dedicated.

A discussion took place regarding the roadway and driveways to the properties.

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City Attorney Shawn Guzman asked the approval to be conditional upon working with the Legal Department so they can come up with an acceptable solution in providing legal access to the area.

AMENDED MOTION: Councilmember Hughes amended his motion to add language that the item be conditional upon working with the Legal Department so they can come up with an acceptable solution in providing legal access to the area.

SECOND: The amended motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a 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.

APPOINTMENTS:

Mayor Pike noted the Arts Commission is wanting to appoint new members; however, staff has asked him to appoint members to positions that do not currently exist.

REPORTS FROM MAYOR, COUNCILMEMBERS, AND CITY MANAGER:

Councilmember Larkin mentioned the new mural at the Art Museum.

Councilmember Hughes explained the St. George Housing Authority is searching for a new member. He reported on the ribbon cutting for Riverwalk Village and the childcare facility.

Councilmember Randall reported that the City is officially on the Gold Star Family Memorial Monument project registration. They have a website – Washington County Gold Star Family Memorial Monument Project.

Councilmember Smethurst mentioned the Temple Springs Park clean up taking place on Saturday.

Mayor Pike mentioned Veterans Day events taking place.

Councilmember McArthur updated the Council on the Dinosaur Museum.

ADJOURN:

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

SECOND: The motion was seconded by Councilmember Smethurst.

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

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Councilmember Hughes – aye
Councilmember Randall – aye
Councilmember Smethurst – aye
Councilmember McArthur – aye
Councilmember Larkin – aye

The vote was unanimous and the motion carried.

_____
Christina Fernandez, City Recorder

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Agenda Item Number : 02

Request For Council Action

Date Submitted	10/28/2020 09:22 AM
Proposed City Council Date	11/19/2020
Applicant	Sand Hollow Healthcare, Inc
Subject	Consider approval of an ordinance changing the general plan from HDR (High Density Residential) to COM (Commercial) on approximately 3.19 acres located at 1032 East 100 South.
Background	Typically, the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October). This application fits within the required time period. St. George Rehabilitation is an existing business located at this location. The property has faced extensive damages during the recent flooding and would like to remodel as they make their repairs. The proposed general plan amendment would allow for a potential zone change needed for renovations to occur and be in compliance with current code.
Proposed Resolution	Considering the adjacent developments and current use of the property, staff recommends approval of the request to a land use designation of COM. The Planning Commission recommended approval 5:0.
Cost	$
Action Taken	
Requested by	Genna Goodwin
File Attachments	cc2020-gpa-014st102820092202.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

GENERAL PLAN AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 10/27/2020
CITY COUNCIL AGENDA REPORT: 11/15/2020

General Plan Amendment
St. George Rehab
Case No. 2020-GPA-014

Request: Consider a request to change the general plan from HDR (High Density Residential) to COM (Commercial) on approximately 3.19 acres located at 1032 East 100 South.

Background: Typically, the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October). This application fits within the required time period.

Location: 1032 East 100 South; SG-1144-C-2

Applicant: Sand Hollow Healthcare, Inc

Representative: Scott Woolsey, Alpha Engineering

Current Zoning: R-4 (Multi-Family)

Current General Plan: HDR (High Density Residential)

Adjacent General Plan:
North: COM (Commercial)
East: COM (Commercial)
South: HDR (High Density Residential)
West: PF (Public Facility)

General Plan Category	Possible Zoning Categories
HDR (High Density Residential) 15 to 22 units per acre	R-3 R-4 Planned Development Residential
COM (Commercial)	C-1 C-2 C-3 C-4 PD-C

Recommendation:
Considering the adjacent developments and current use of the property, staff recommends approval of the request to a land use designation of COM.

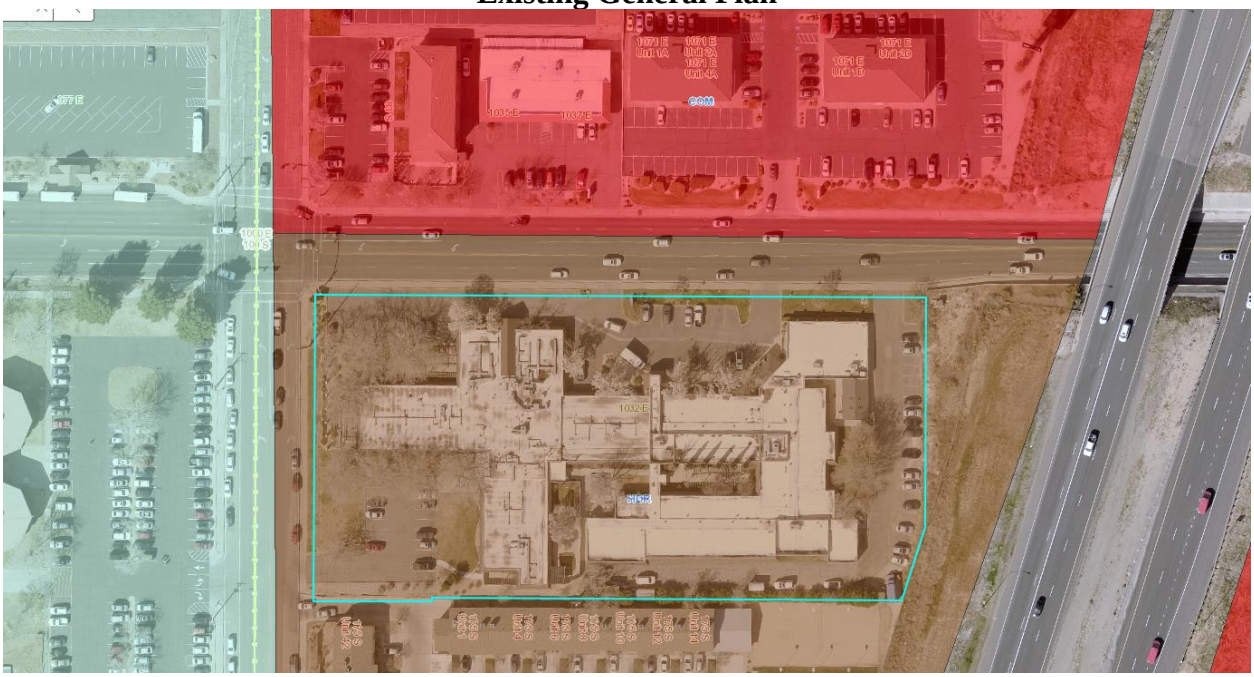
Alternatives:
1. Recommend approval of this General Plan Amendment as proposed by the applicant.
2. Recommend approval of this General Plan Amendment with modifications.
3. Recommend denial of this General Plan Amendment.
4. Table the proposed General Plan Amendment to a specific date.

Findings for approval:
1. The amendment is harmonious with other land uses in the area.
2. The land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
3. There are other steps to go through prior to any development on the property.

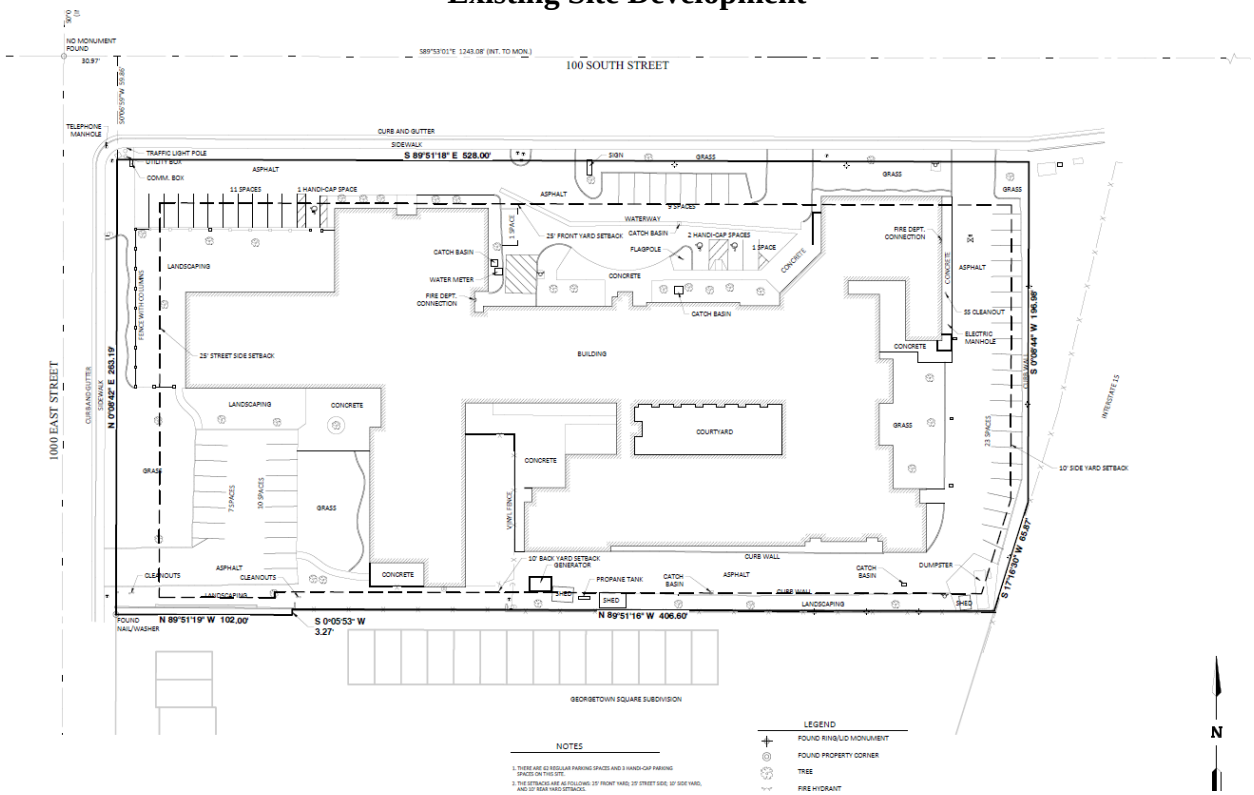
Possible Motion:
The City Council approves the General Plan Amendment as presented.

Planning Commission Recommendation:
The Planning Commission recommended approval 5:0.

Existing General Plan



Existing Site Development

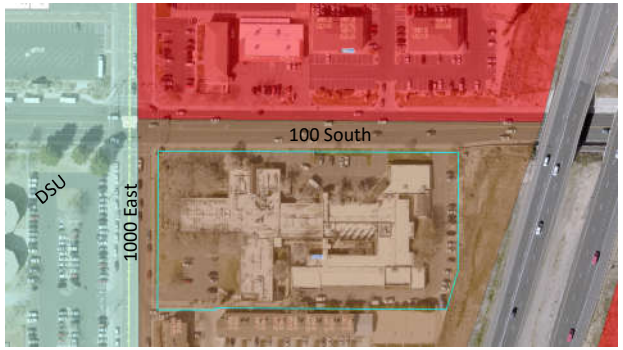


General Plan Amendment (GPA)

St. George Rehab

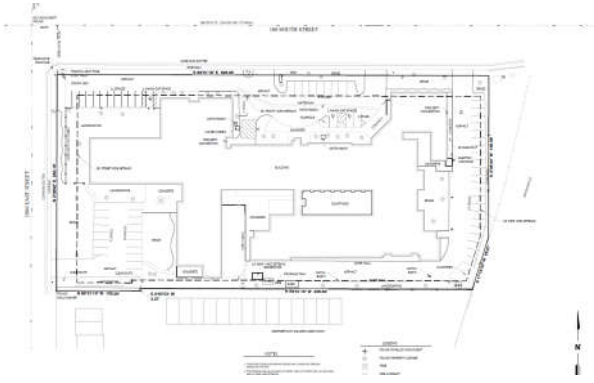
1032 East 100 South
SG-1144-C-2

1



Existing General Plan

2



Existing Site Development

3



Intersection 1000 East/100 South

4



100 South

5



100 South

6



100 South

7



1000 East

8

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM HDR (HIGH DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 3.19 ACRES.

(St. George Rehab)

WHEREAS, the applicant has requested a change to the General Plan Land Use Map from HDR (High Density Residential) to COM (Commercial) on approximately 3.19 acres; and

WHEREAS, the City Council held a public meeting on the requested change to the Land Use Map on November 19, 2020; and

WHEREAS, the Planning Commission held a public hearing on October 27, 2020; and

WHEREAS, the City Council has determined that a change to the General Plan 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 General Plan Land Use Map is hereby amended by changing the land use designation from HDR (High Density Residential) to COM (Commercial) on approximately 3.19 acres located at 1032 East 100 South and more specifically described on Exhibit 'A' attached hereto and incorporated herein.
Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.
Section 4. Effective Date. This Ordinance shall take effect immediately on the date executed below, and upon posting in the manner required by law.

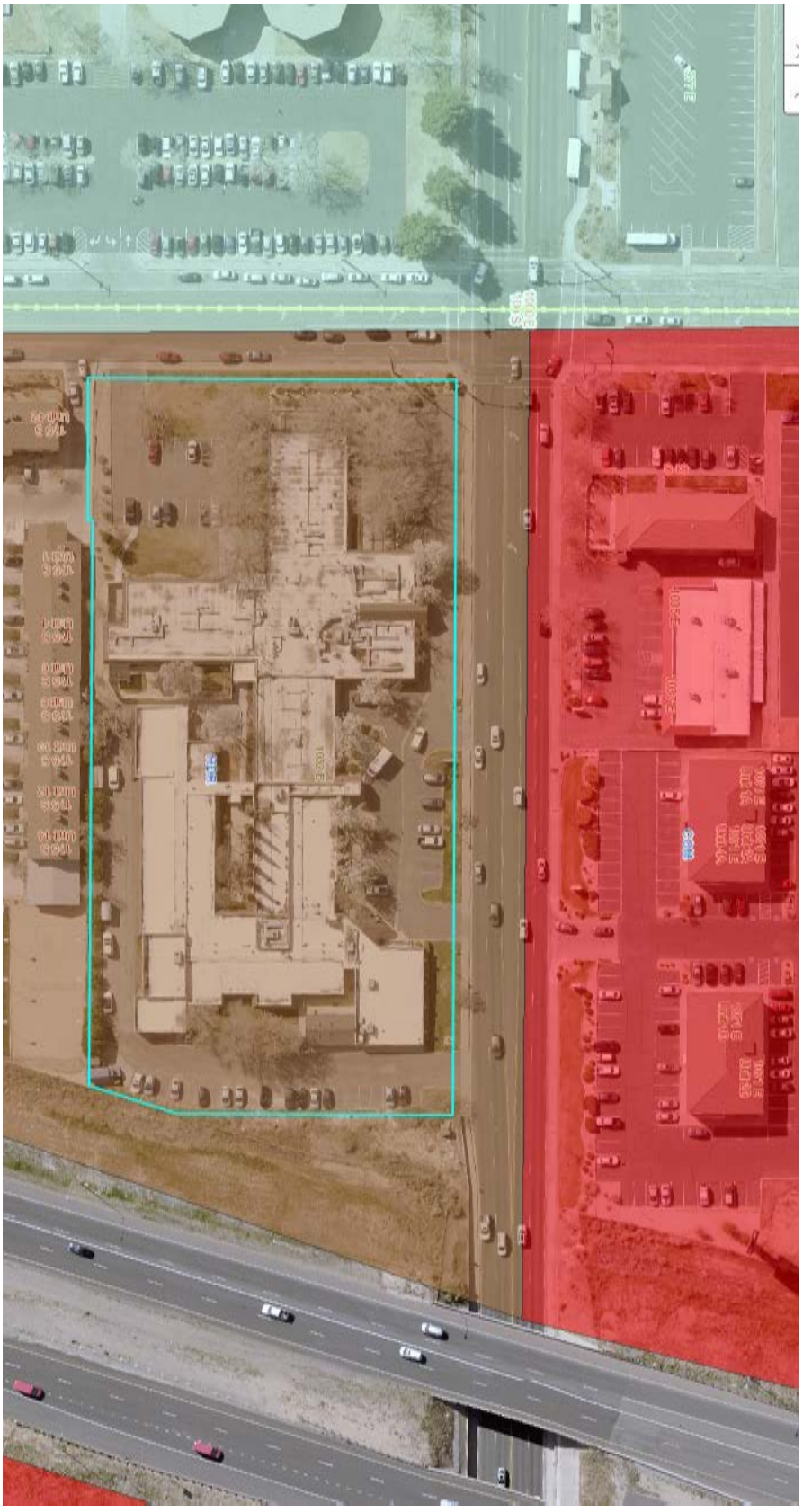
APPROVED AND ADOPTED by the St George City Council, this 19th day of November 2020.

_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit ‘A’



DRAFT

Agenda Item Number : 03

Request For Council Action

Date Submitted	10/28/2020 09:10 AM
Proposed City Council Date	11/19/2020
Applicant	Raine Christensen
Subject	Consider approval of an ordinance changing the general plan from PO (Professional Office) and LDR (Low Density Residential) to MDR (Medium Density Residential) and LDR (Low Density Residential) on approximately 1.514 and 1.512 acres respectively for a total of approximately 3.026 acres located at approximately 900 West along Valley View Drive.
Background	Typically, the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October). This application fits within the required time period.
Proposed Resolution	The proposed changes would put approximately 1.514 acres of MDR along Valley View Drive and would remove a remnant portion of PO on the southern portion of the property. Staff recommends approval. The Planning Commission recommended approval 5:0.
Cost	$
Action Taken	
Requested by	Genna Goodwin
File Attachments	cc2020-gpa-016desertgardencove102820091021.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

GENERAL PLAN AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 10/27/2020
CITY COUNCIL AGENDA REPORT: 11/15/2020

General Plan Amendment
Desert Garden Cove
Case No. 2020-GPA-016

Request: Consider a request to change the general plan from PO (Professional Office) and LDR (Low Density Residential) to MDR (Medium Density Residential) and LDR (Low Density Residential) on approximately 1.514 and 1.512 acres respectively for a total of approximately 3.026 acres located at approximately 900 West along Valley View Drive.

Background: Typically, the General Plan may be amended by a GPA (General Plan Amendment) four (4) times a year (in January, April, July, & October). This application fits within the required time period.

Location: Approximately 900 West along Valley View Drive;
SG-6-2-24-4430

Applicant: Raine Christensen

Representative: Brandee Walker, Civil Science

Current Zoning: AP (Administrative Professional)
R-1-10 (Single Family 10,000 sq. ft. lot sizes)

Current General Plan: PO (Professional Office)
LDR (Low Density Residential)

Adjacent General Plan:

North: MDR and LDR (Medium and Low Density Residential)
East: LDR (Low Density Residential)
South: LDR (Low Density Residential)
West: LDR (Low Density Residential)

General Plan Category	Possible Zoning Categories
PO (Professional Office)	AP PD-AP
MDR (Medium Density Residential)	R-1-6 R-1-7 R-2

	PD-R MH-6
LDR (Low Density Residential)	R-1-8 R-1-10 R-1-20 R-1-40 RE-12.5 RE-20 RE-37.5 PD-R

Recommendation:
The proposed changes would put approximately 1.514 acres of MDR along Valley View Drive and would remove a remnant portion of PO on the southern portion of the property. Staff recommends approval.

Alternatives:
1. Recommend approval of this General Plan Amendment as proposed by the applicant.
2. Recommend approval of this General Plan Amendment with modifications.
3. Recommend denial of this General Plan Amendment.
4. Table the proposed General Plan Amendment to a specific date.

Findings for approval:
1. The amendment is harmonious with other land uses in the area.
2. The land use amendment will not be harmful to the health, safety and general welfare of residences and businesses in the area.
3. There are other steps to go through prior to any development on the property.

Possible Motion:
The City Council approves the General Plan Amendment as presented.

Planning Commission Recommendation:
The Planning Commission recommended approval 5:0.

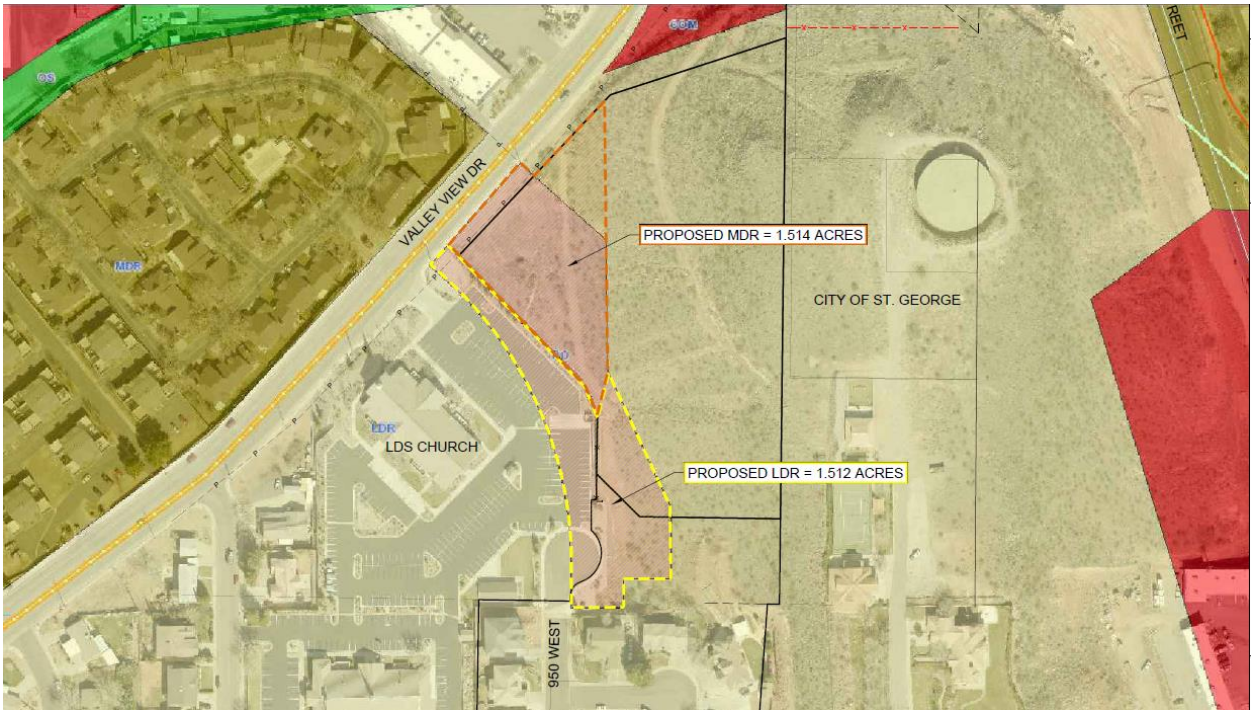
Existing Zoning



Existing General Plan



Proposal

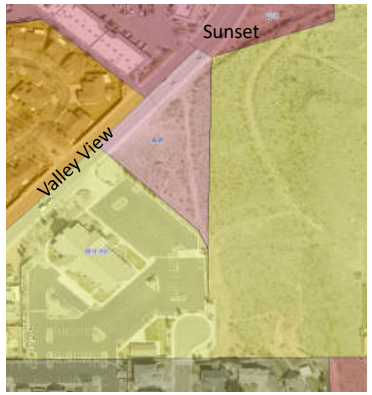

VALLEY VIEW DR
PROPOSED MDR = 1.514 ACRES
CITY OF ST. GEORGE
LDS CHURCH
PROPOSED LDR = 1.512 ACRES
950 WEST
MDR
LDR

General Plan Amendment (GPA)

Desert Garden Cove

Approximately 900 West along Valley View Drive

1



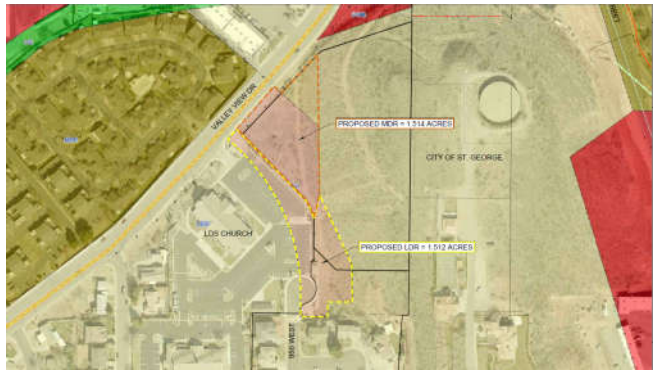
Existing Zoning

2



Existing General Plan

3



Proposal

4



Street View (Valley View Drive)

5

6

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY GENERAL PLAN LAND USE MAP FROM PO (PROFESSIONAL OFFICE) AND LDR (LOW DENSITY RESIDENTIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) AND LDR (LOW DENSITY RESIDENTIAL) ON APPROXIMATELY 1.514 AND 1.512 ACRES RESPECTIVELY.

(Desert Garden Cove)

WHEREAS, the applicant has requested a change to the General Plan Land Use Map from PO (Professional Office) and LDR (Low Density Residential) to MDR (Medium Density Residential) and LDR (Low Density Residential) on approximately 1.514 and 1.512 acres respectively; and

WHEREAS, the City Council held a public meeting on the requested change to the Land Use Map on November 19, 2020; and

WHEREAS, the Planning Commission held a public hearing on October 27, 2020; and

WHEREAS, the City Council has determined that a change to the General Plan 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 General Plan Land Use Map is hereby amended by changing the land use designation from PO (Professional Office) and LDR (Low Density Residential) to MDR (Medium Density Residential) and LDR (Low Density Residential) on approximately 1.514 and 1.512 acres respectively located at approximately 900 West along Valley View Drive and more specifically described on Exhibit 'A' attached hereto and incorporated herein.

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

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

APPROVED AND ADOPTED by the St George City Council, this 19th day of November 2020.

_____

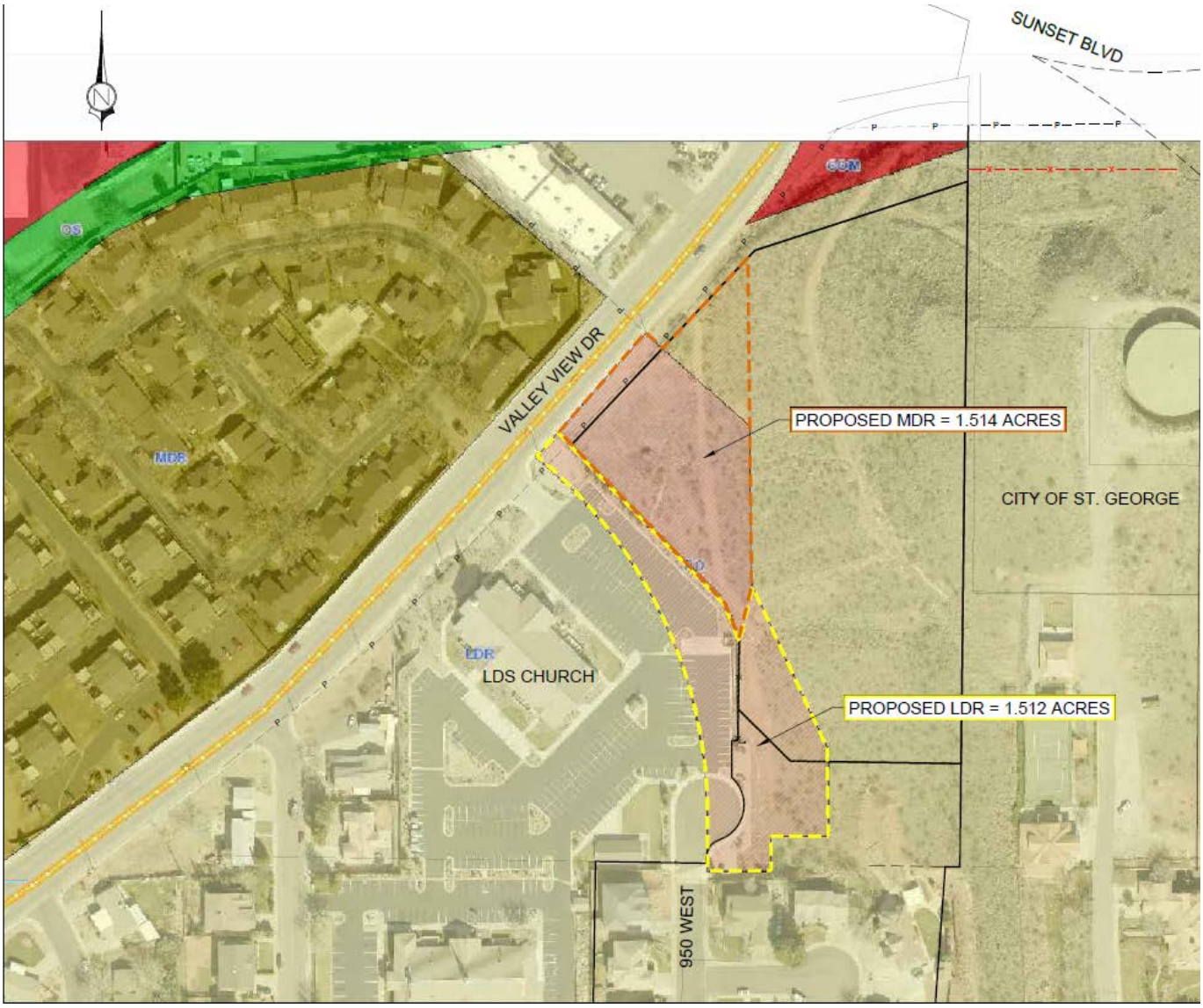
Jonathan T. Pike, Mayor

ATTEST:

_____

Christina Fernandez, City Recorder

Exhibit 'A'


SUNSET BLVD
OS
GDM
MDR
VALLEY VIEW DR
PROPOSED MDR = 1.514 ACRES
CITY OF ST. GEORGE
LDR
LDS CHURCH
PROPOSED LDR = 1.512 ACRES
950 WEST

DRAFT

Agenda Item Number : 04

Request For Council Action

Date Submitted	11/10/2020 04:09 PM
Proposed City Council Date	11/19/2020
Applicant	Bob Hermandson
Subject	Consider approval of an ordinance for a PD (Planned Development) Amendment in order to adjust the approved Desert Color zone plan located at the corner of I-15 and Southern Parkway; zoning is PD-R and PD-C (Planned Development Residential and Commercial).
Background	This zone change amendment would clarify setback requirements and where municipal utility easements are required. Other small clarifications will also be reviewed. Staff and the Desert Color DRC (Development Review Committee) have run into issues pertaining to setbacks especially in relation to porches and front access garages. The proposed changes herein are intended to take care of these issues and add exhibits that will clarify the intent of these changes.
Proposed Resolution	Planning Commission held a public hearing on October 27, 2020, and has recommended approval on a 5-0 vote.
Cost	$
Action Taken	
Requested by	Dan Boles
File Attachments	cc2020-zca-038desertcolorzoningplanamendmentwithexhibits111020160925.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ZONE CHANGE AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 10/27/2020
CITY COUNCIL AGENDA REPORT: 11/19/2020

ZONE CHANGE AMENDMENT
Desert Color Zoning Plan
Case No. 2020-ZCA-038

Request: To clarify setbacks of porches and front-loading garages and add exhibits to make clarifications. The amendment will also clarify when Municipal Utility Easements are required on lots and fix other minor clerical errors in the plan.

Applicant: Bob Hermandson – Bush and Gudgell

Representative: Bob Hermandson

Background:
On October 18, 2018, the City Council approved a zone change which created the Desert Color Planned Development. As staff has begun to implement the zoning plan, a couple of items have come up that need to be revised. Recently, the Planning Commission heard, and the City Council approved a minor change to setbacks on lots adjacent to the lagoon and processing of minor civic spaces. Staff and the Desert Color DRC (Development Review Committee) have run into other issues pertaining to setbacks especially in relation to porches and front access garages. The proposed changes are intended to take care of these issues and add exhibits that will clarify the intent of these changes.

Proposed Changes:
The process of reviewing and approving the Desert Color zone plan was an arduous one and it is important to make sure that it is being understood by all parties the same. Recently, there have been some questions regarding front yard setbacks, particularly how the front porch is to relate to the front yard setback. The guidelines are intended to bring the required front porch closer to the sidewalk and street and push (where applicable) a front facing garage to the back of the site. The idea is to bring where people sit and live closer to passers-by on the sidewalk and de-emphasize the garage. The proposed change will make it mandatory for at least on point of the porch to, at minimum, touch the maximum front setback. The maximum distance of 5 feet from the front of the home to the porch will remain.

The proposal also will clarify where a front facing garage must be in relation to the front setback. Currently, a front facing garage must be setback 25’ behind the front of the home. This has made for some awkward and non-functional home layouts. Instead, the applicant is proposing to require

a front facing garage to setback 25' from the minimum front setback line. This should allow a little more flexibility in designing a home with this type of units.

Recommendation:
On October 27, the Planning Commission held a public hearing on the proposed changes to the Desert Color zone plan. There was no public input and the Planning Commission recommended approval of the application as proposed on a 5-0 vote.

Alternatives:

1. Approve this Zone Change Amendment as proposed by applicant.
2. Approve this Zone Change Amendment with modifications.
3. Deny this Zone Change Amendment.
4. Table the proposed Zone Change Amendment to a specific date.

Proposed Changes

3.4 Parking Standards

Front-loading garages: Front-loading garages (garage doors facing a public street) with driveway accesses are permitted. However, the width of the front-loading garage facade facing the public street is limited to one third (1/3) of the width of the total dwelling facade and the garage facade must be setback a minimum of twenty-five (25') ~~behind the main building façade~~ from minimum setback line. If the front facade has varying front lines, the garage setback is measured from the average of all the front lines. On corner lots, side-loading garages are permitted on the frontage perpendicular to the main building facade, subject to twenty-foot (20') setback requirement. Fifteen percent (15%) of single family lot building forms may reduce the garage façade setback minimum to fifteen feet (15') and/or may allow the width of the front-loading garage facing the public street to be forty percent (40%) of the width of the total dwelling façade.

3.9 Neighborhood Edge and Neighborhood General Summary Form Table

All zones: Easements along the side and rear lot lines are only required when a utility is running along a rea or side lot line.

Exhibits

3.4 PARKING STANDARDS

Parking standards in City Ordinance, Title 10 Chapter 19 or as amended shall apply unless provided otherwise herein.

Placement: All off-street parking shall be located twenty five feet (25') behind the front line of residential buildings in Neighborhood Edge or Neighborhood General Zones, except as noted below in Font-loading Garages. Parking lots are not a permitted frontage form in Neighborhood Edge or Neighborhood Zones except where parking lots front at civic spaces or similar common space not containing a building form for civic space or similar common space parking purposes only. The parking lot may be either seventy feet (70') wide or thirty percent (30%) of the overall lot frontage, whichever is greater. Notwithstanding the foregoing, commercial structures occupying a corner lot may have a parking lot fronting one side of the lot. A parking lot must be set back at least fifteen feet (15') from the back of sidewalk and screened from the street by a landscaped berm that is at least three and a half feet (3-1/2') high, or a solid masonry fence, or combination of both. If a masonry wall is used, it must be placed at least six feet (6') from back of sidewalk. The masonry wall and or landscape screening density shall be substantial enough to visually buffer the view of parking lot from the public street by at least 50%. Landscape buffers shall adhere to the landscaping standard as outlined in Guideline G.

Access: Off-street parking shall be accessed by lane, alley, or driveway. Lane or alley access to off-street parking is strongly preferred. If covered parking is provided within a garage, each dwelling unit may tandem park, if the garage and tandem parking spaces are associated with the same unit.

Alley garages: Garages accessed from an alley, must be setback a minimum of five feet (5') from the alley. Alley accessed garages must be set back a minimum of twenty feet (20'), measured from the property line fronting the alley, to qualify for tandem parking.

Front-loading garages: Front-loading garages (garage doors facing a public street) with driveway accesses are permitted. However, the width of the front-loading garage facade facing the public street is limited to one third (1/3) of the width of the total dwelling facade and the garage facade must be setback a minimum of twenty-five (25') from minimum front setback line. On corner lots, side-loading garages are permitted on the frontage perpendicular to the main building facade, subject to twenty-foot (20') setback requirement. Fifteen percent (15%) of single family lot building forms may reduce the garage façade setback minimum to fifteen feet (15') and/or may allow the width of the front-loading garage facing the public street to be forty percent (40%) of the width of the total dwelling façade.

Required Off-Street Spaces:

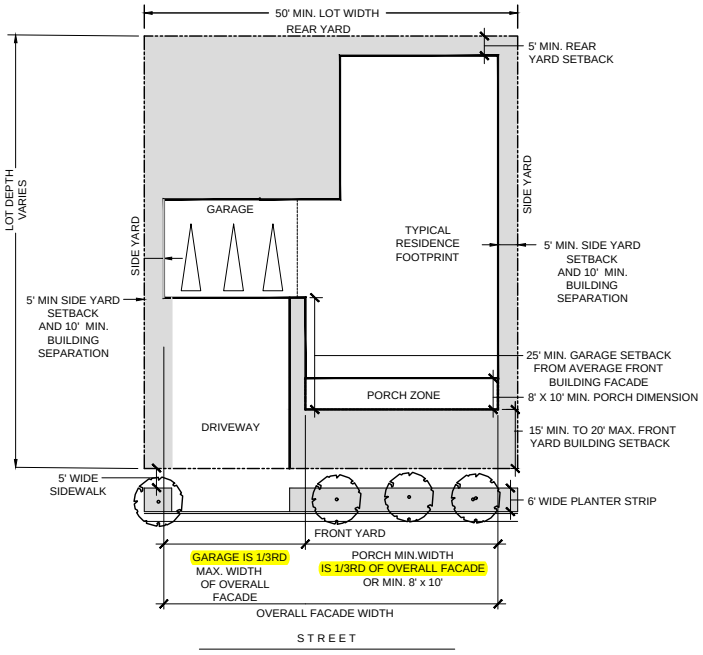
- Studio/1 BR: 1.0 minimum
- 2 BR: 1.5 minimum
- 3+ BR: 2.0 minimum
- Minimum 2.0 per 1,000 SF. On-street parking may be allowed to count towards commercial parking requirement only where parking spaces front the commercial lot.
- Guest Parking: For housing projects with a density of six (6) dwelling units per acre or more there shall be provided guest parking spaces in the amount of one guest parking space per five (5) dwelling units. The guest parking spaces shall be located on premises or on the street, where on street parking is provided and within three hundred feet (300') of the dwelling unit it is intended to serve. No on-street parking may be double counted.
- Carriage House: Any carriage house will require one additional off-street parking space.

On-Street Parking: On-Street Parking shall be striped (angled or parallel) when it is adjacent to NG and NE community amenities and civic spaces. On-street parking is encouraged and shall count toward the parking requirements for such uses. All on-street parking fronting the community amenity, civic space and within three hundred feet (300') from such use shall count toward the parking space requirement. No on-street parking may be double counted.

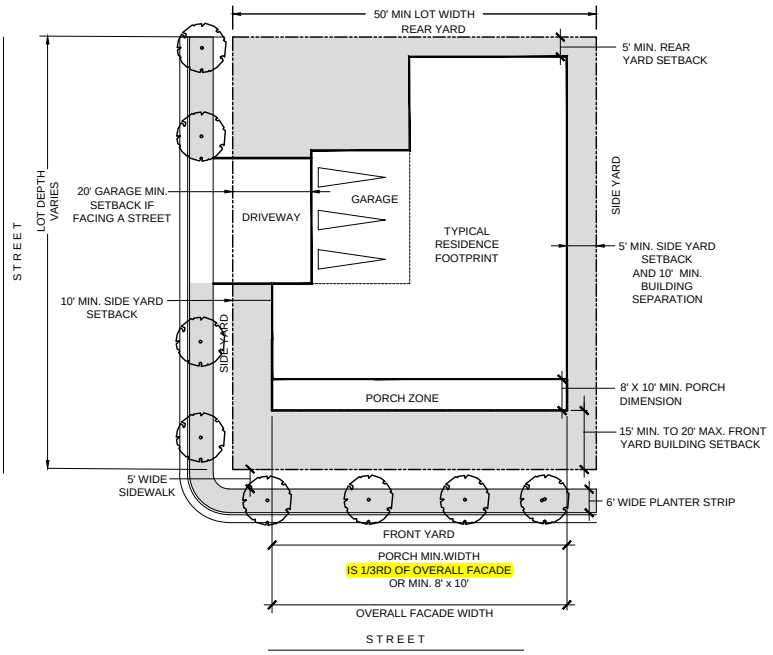
- All 90 degree parking stalls shall be 9' x 18' minimum size.
- All parallel parking stalls shall be 8' x 22' minimum size.
- All parking shall be measured from face of curb.

		NE (Residential) Neighborhood Edge	G (Residential and Resort) Neighborhood General
h.	**LOT OCCUPATION**		
	Minimum Lot Width	50’	18’
	Maximum Lot Width	No max	No max
	Lot Coverage	60% max.	75% max.
i.	**CIVIC SPACES (Chapter 3.6)**		
	Green	permitted	permitted
	Square	permitted	permitted
	Park	permitted	permitted
	Public Neighborhood and Community Park	permitted	permitted
j.	Parking Lot	permitted	permitted

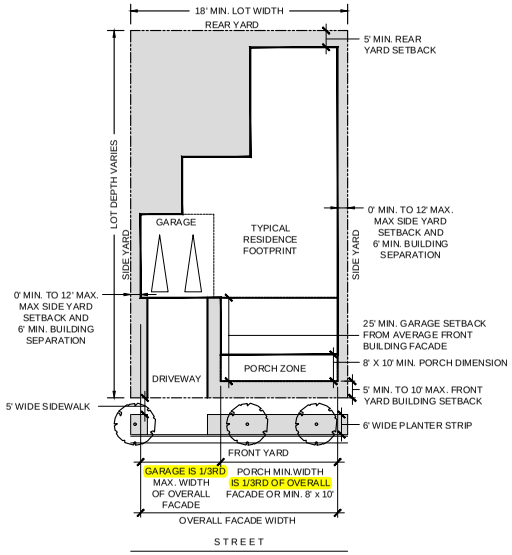
All Zones: Easements along the Side and Rear lot lines are only required when a utility is running along a rear or side lot line.



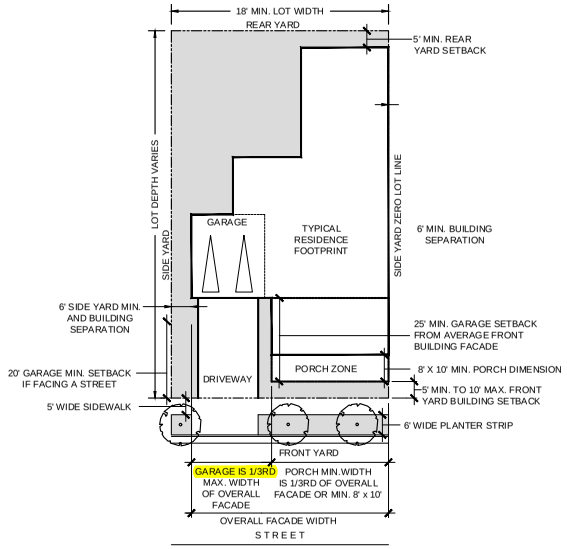
TYPICAL NEIGHBORHOOD EDGE
SINGLE FAMILY LOT LAYOUT WITH
GARAGE FACING PUBIC STREET



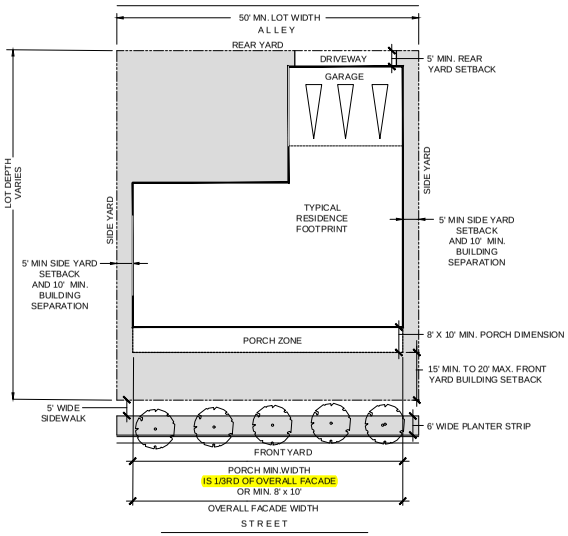
TYPICAL NEIGHBORHOOD EDGE
SINGLE FAMILY LOT LAYOUT SIDE
LOADED GARAGE ON CORNER LOT



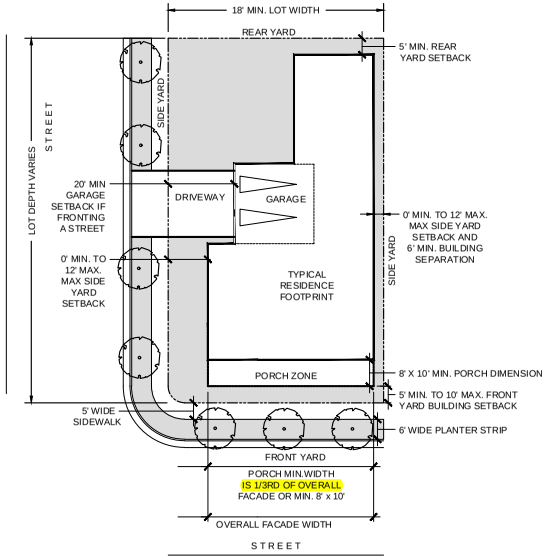
TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT WITH GARAGE FACING PUBIC STREET



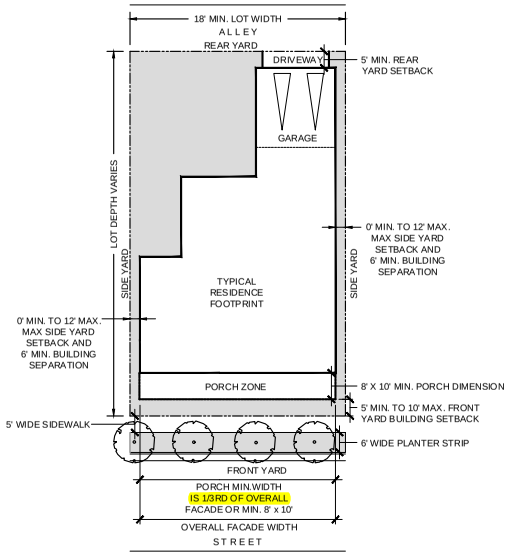
TYPICAL NEIGHBORHOOD GENERAL ZERO LOT LINE SINGLE FAMILY LOT LAYOUT WITH GARAGE FACING PUBIC STREET



TYPICAL NEIGHBORHOOD EDGE SINGLE FAMILY LOT LAYOUT WITH ALLEY LOADED GARAGE



TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT SIDE LOADED GARAGE ON CORNER LOT



TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT WITH ALLEY LOADED GARAGE

ZONE BOOK AMENDMENT SUMMARIES

Amendment #1:

Changes made to the approval process for civic space less than 1 acre in size.	Pages 63 and 64
Change made to the front setback along units fronting the lagoons.	Page 65

Amendment #2:

Added “Appendix A” to the Table of Contents	Page 3
Changed language on garage setbacks for clarity in purpose	Page 58
Added Language for Side and Rear Lot Line Easements	Page 66
Fixed clerical errors on exhibits.	Pages 66 and 67
Added “Appendix A” Housing Setback Illustrations	Pages A-1 through A-16

APPENDIX “A”

HOUSING SETBACK ILLUSTRATIONS

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

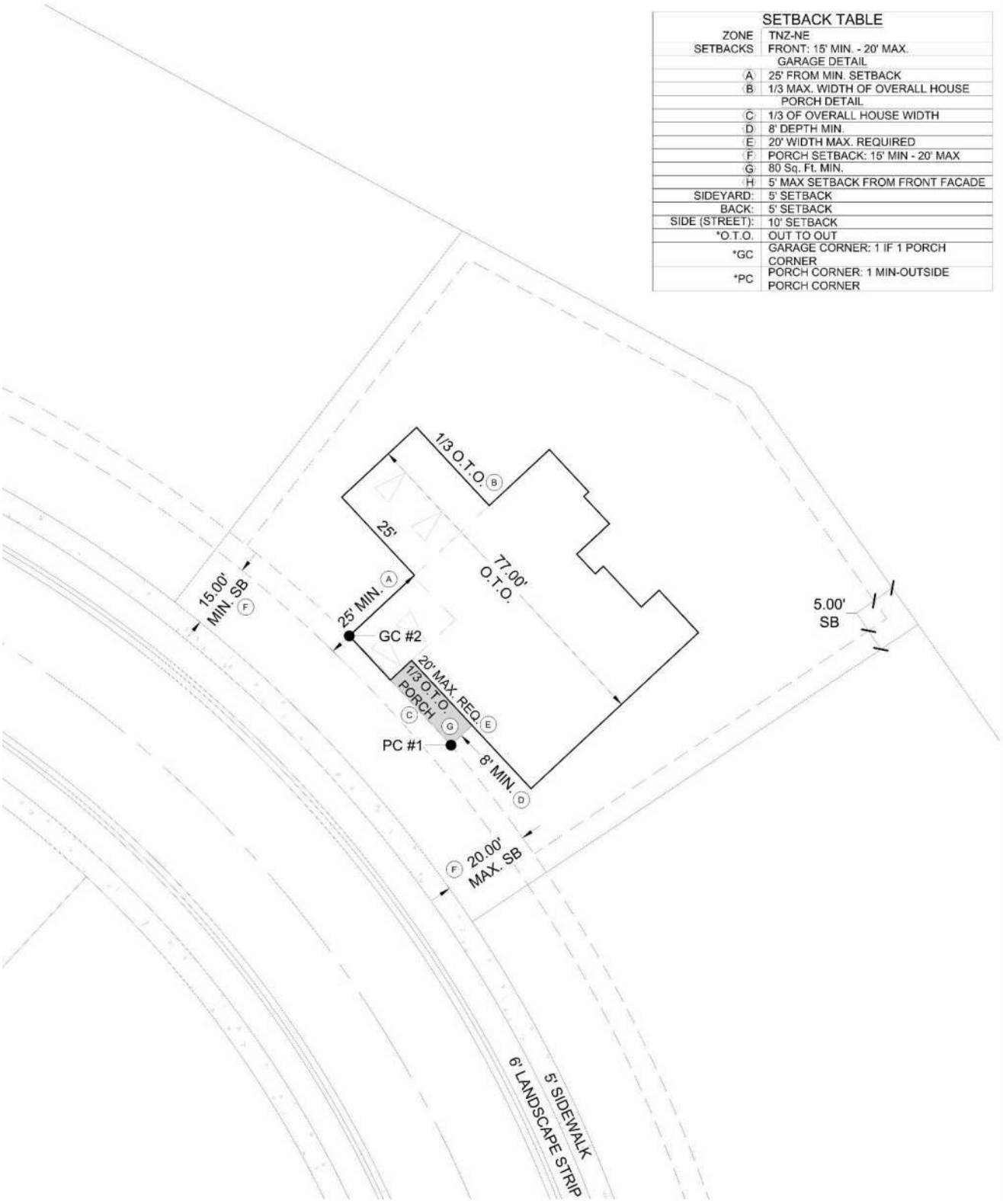


EXHIBIT - 1

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
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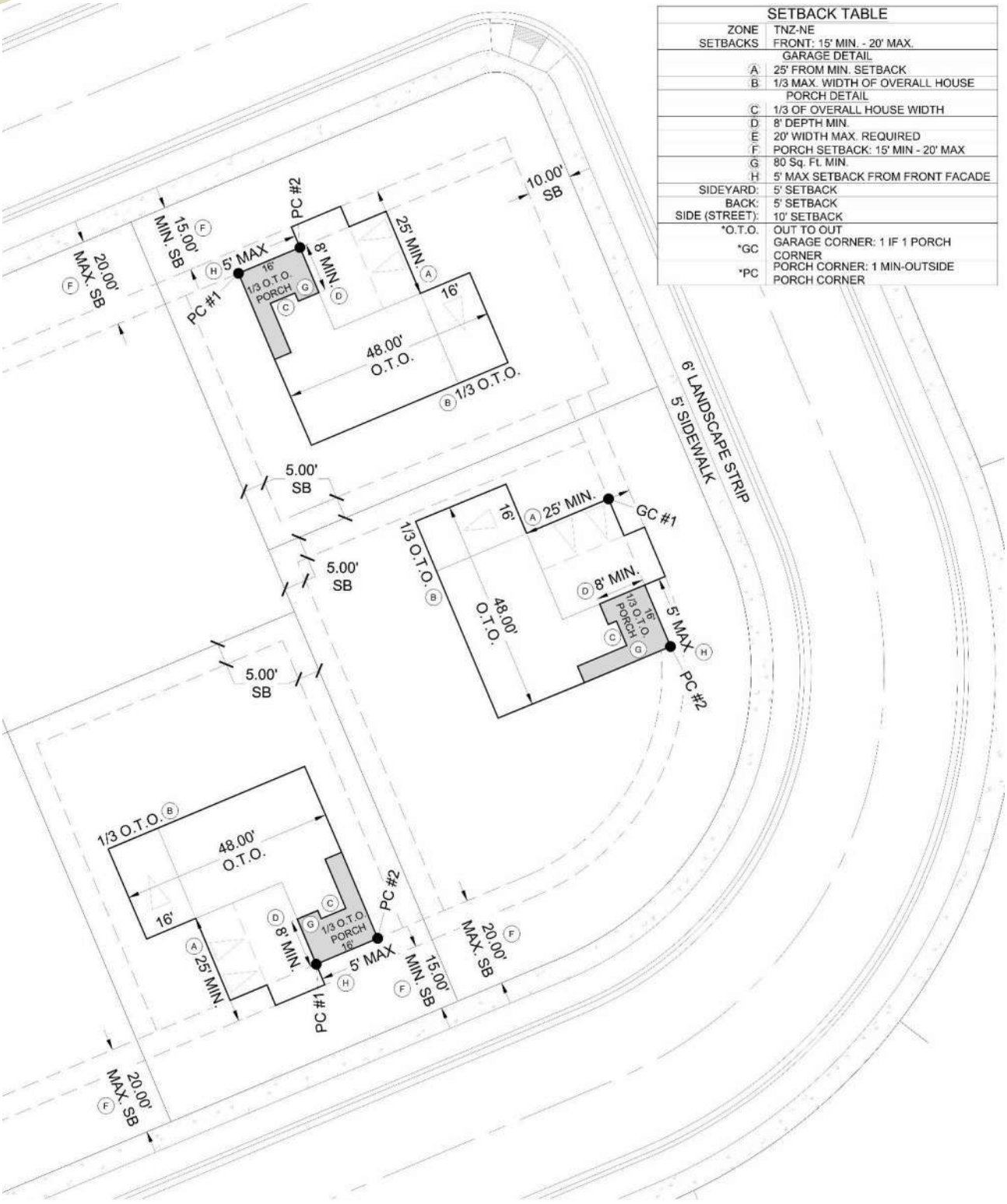


EXHIBIT - 2

AMENDMENT #2

DESERT COLOR - ZONING PLAN

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

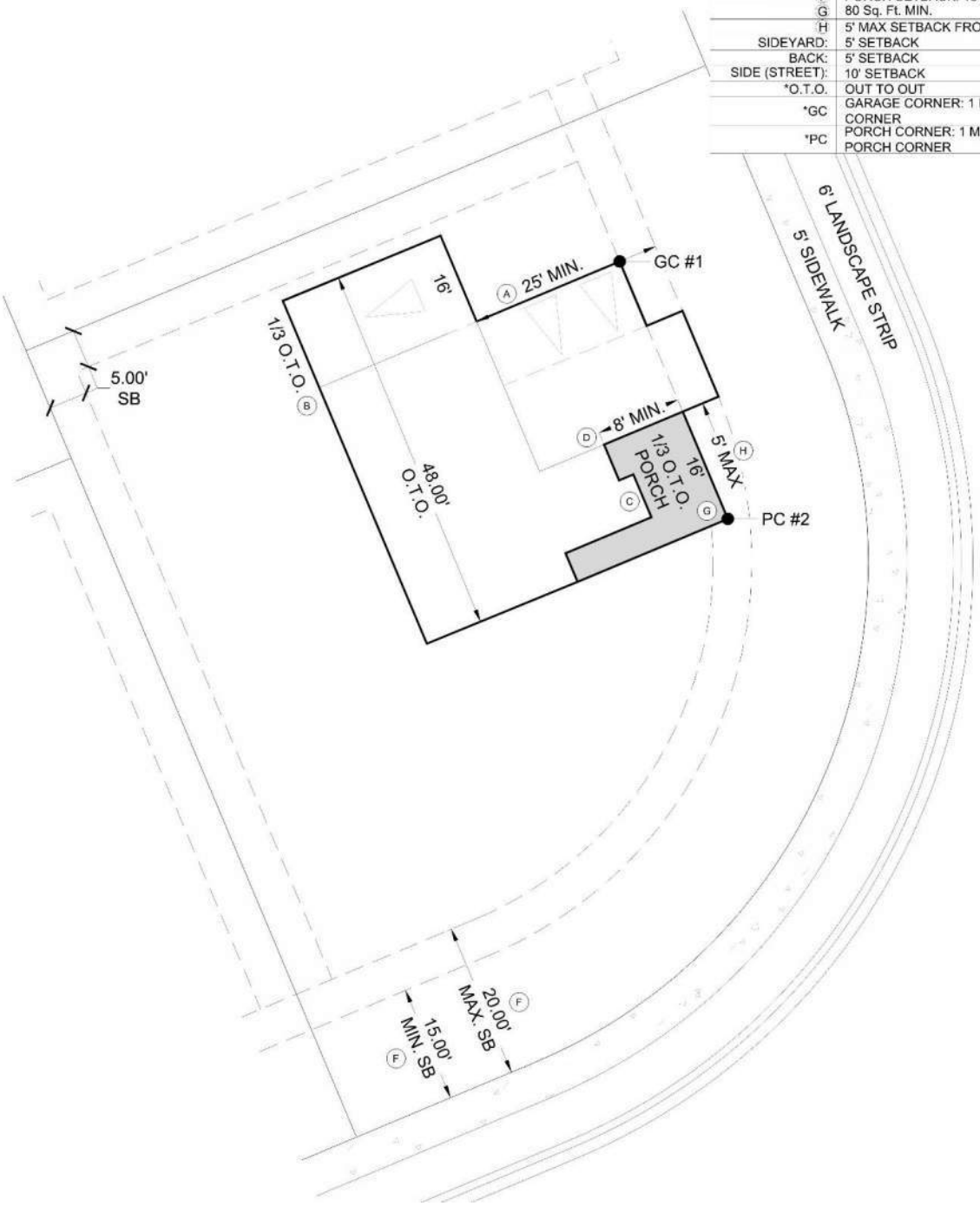


EXHIBIT - 3

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

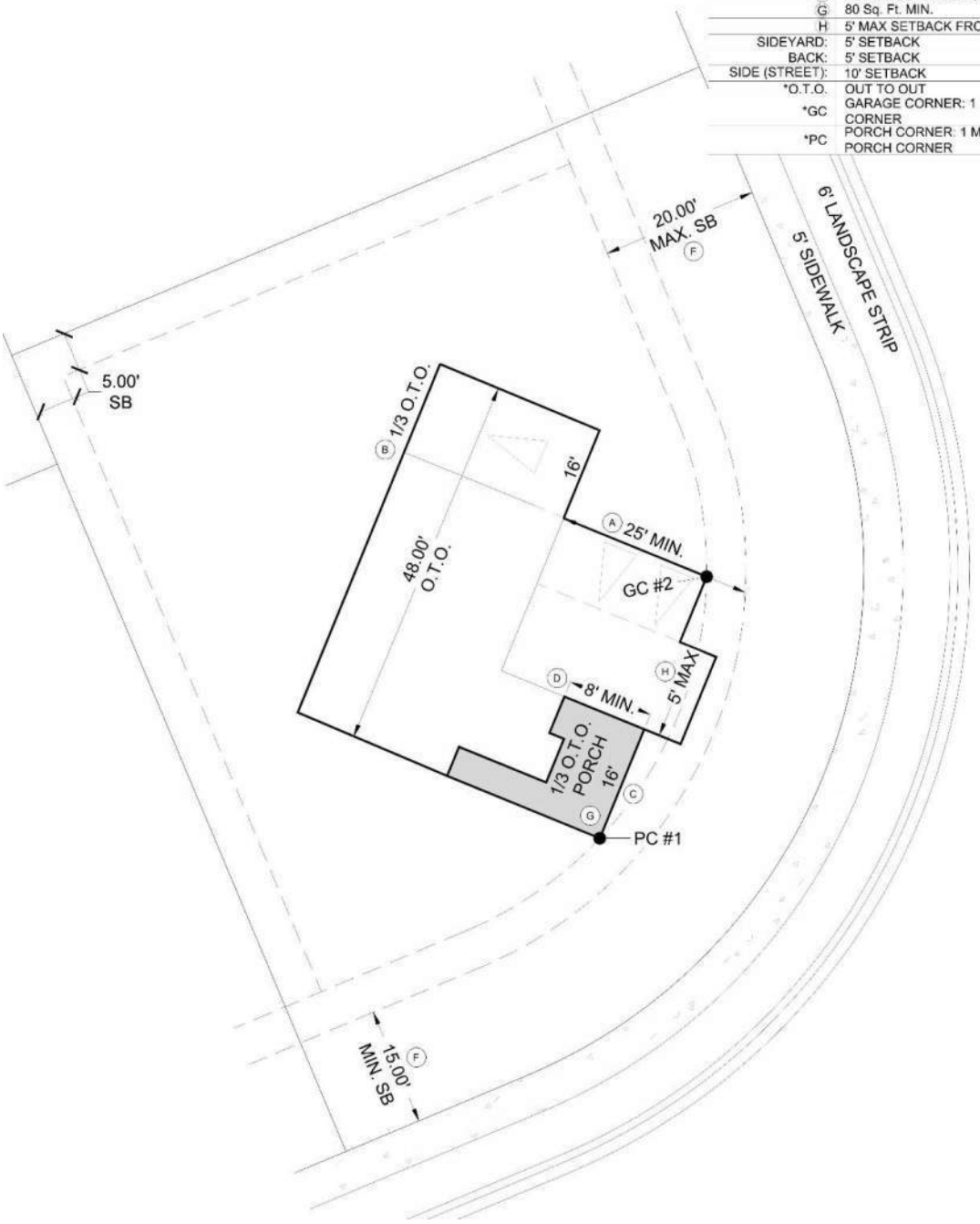


EXHIBIT - 4

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
(A)	25' FROM MIN. SETBACK
(B)	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
(C)	1/3 OF OVERALL HOUSE WIDTH
(D)	8' DEPTH MIN.
(E)	20' WIDTH MAX. REQUIRED
(F)	PORCH SETBACK: 15' MIN - 20' MAX
(G)	80 Sq. Ft. MIN.
(H)	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

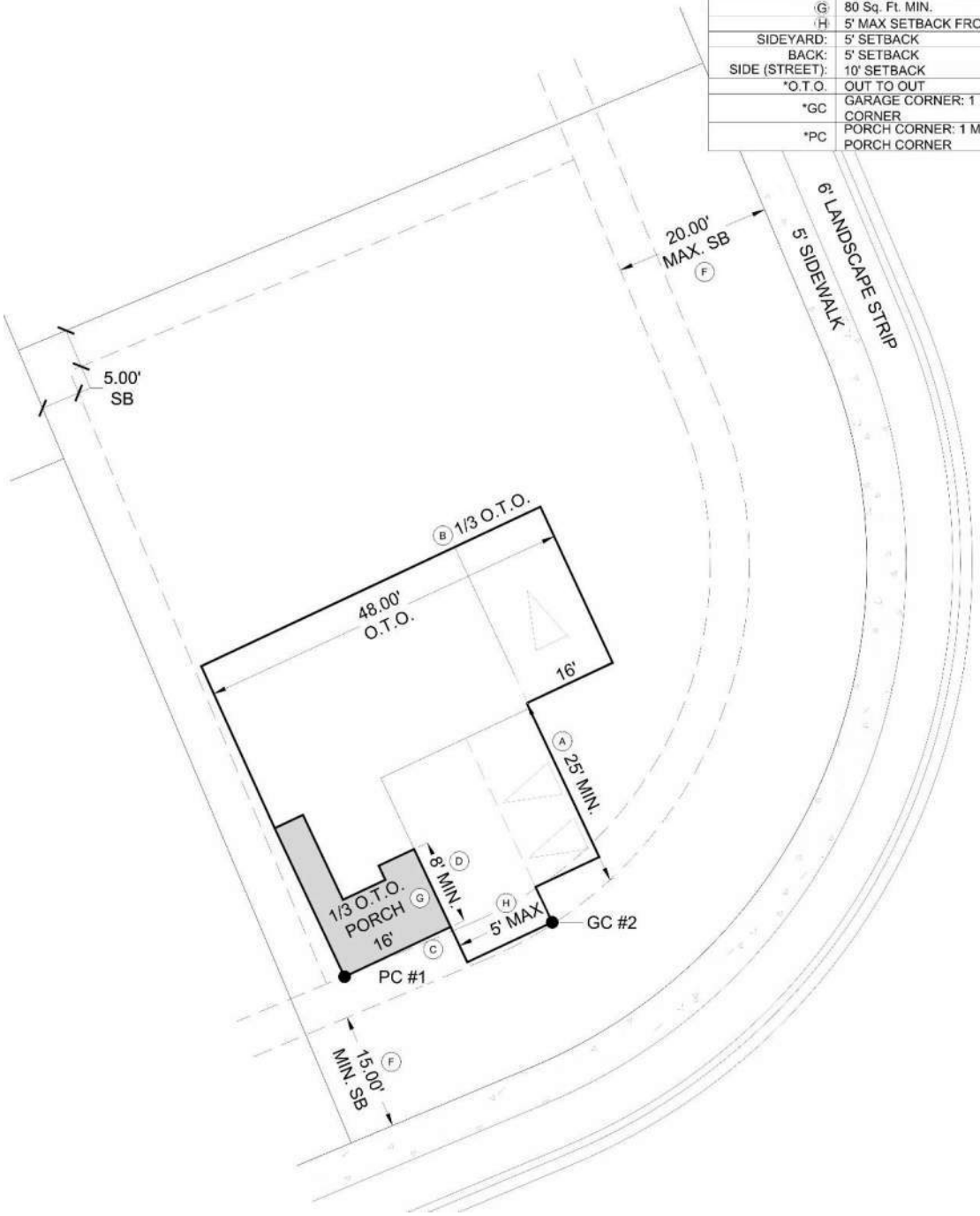


EXHIBIT - 5

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
(A)	25' FROM MIN. SETBACK
(B)	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
(C)	1/3 OF OVERALL HOUSE WIDTH
(D)	8' DEPTH MIN.
(E)	20' WIDTH MAX. REQUIRED
(F)	PORCH SETBACK: 15' MIN - 20' MAX
(G)	80 Sq. Ft. MIN.
(H)	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

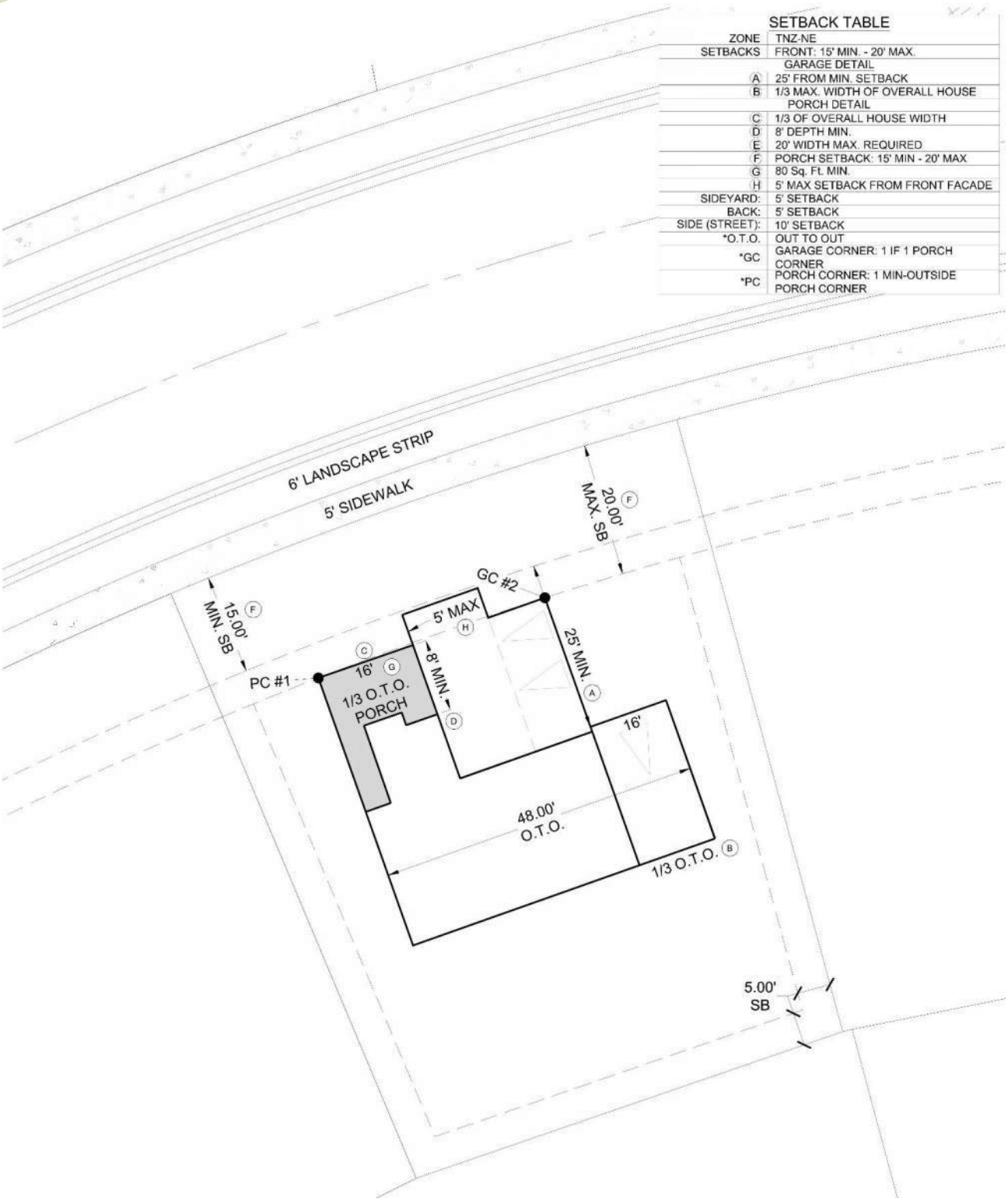


EXHIBIT - 6

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER



EXHIBIT - 7

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
(A)	25' FROM MIN. SETBACK
(B)	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
(C)	1/3 OF OVERALL HOUSE WIDTH
(D)	8' DEPTH MIN.
(E)	20' WIDTH MAX. REQUIRED
(F)	PORCH SETBACK: 15' MIN - 20' MAX
(G)	80 Sq. Ft. MIN.
(H)	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

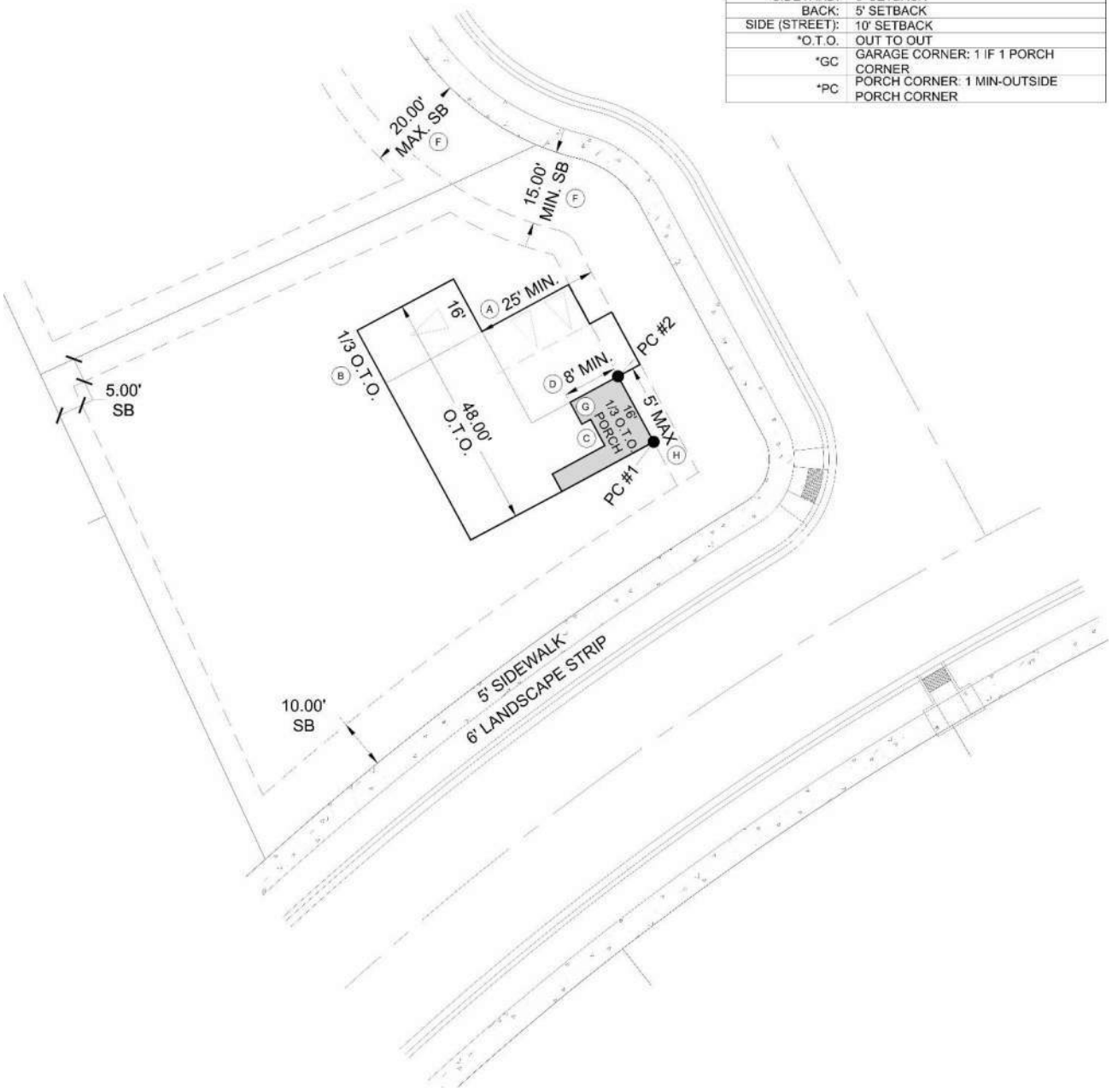


EXHIBIT - 8

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

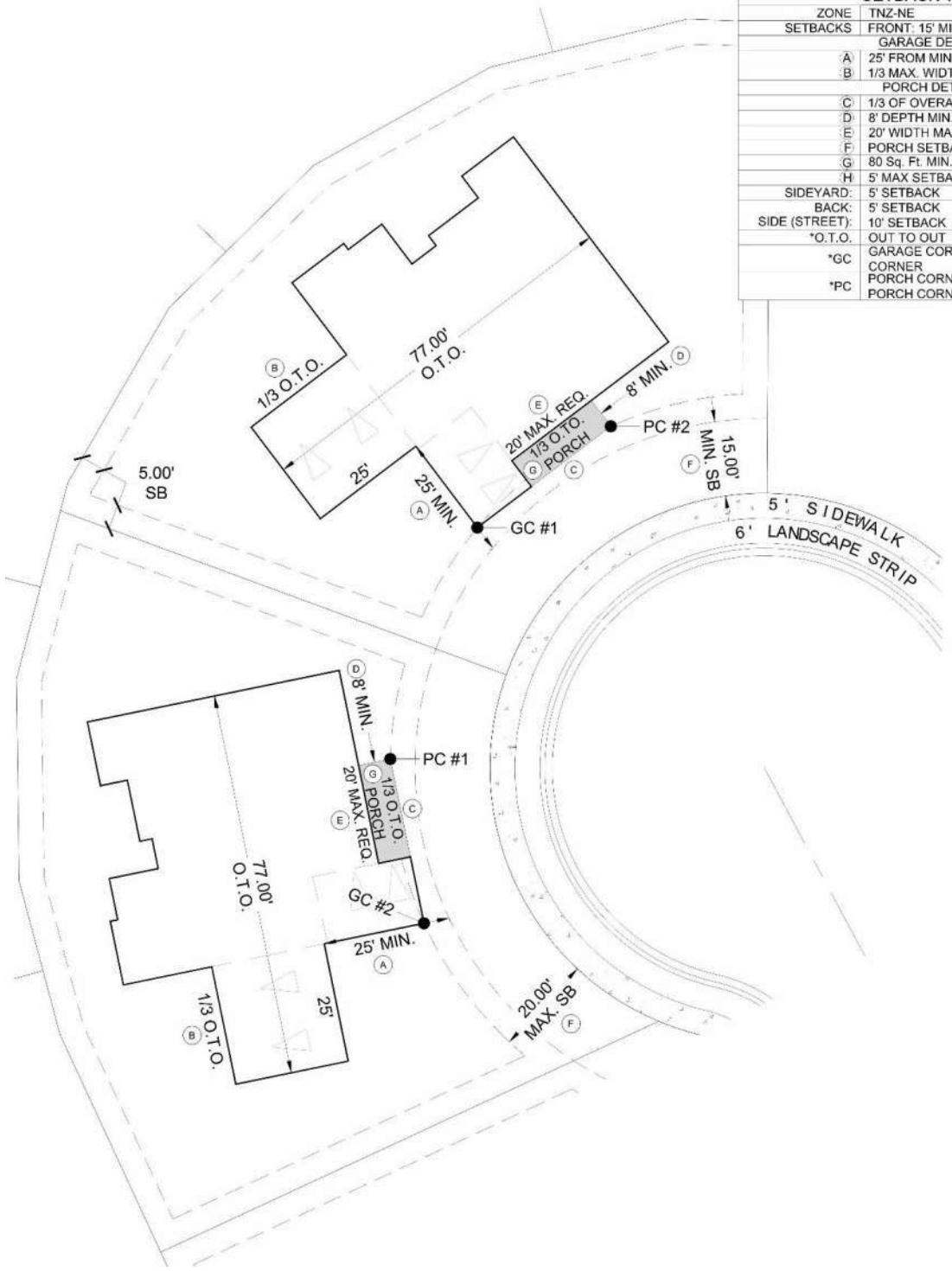


EXHIBIT - 9

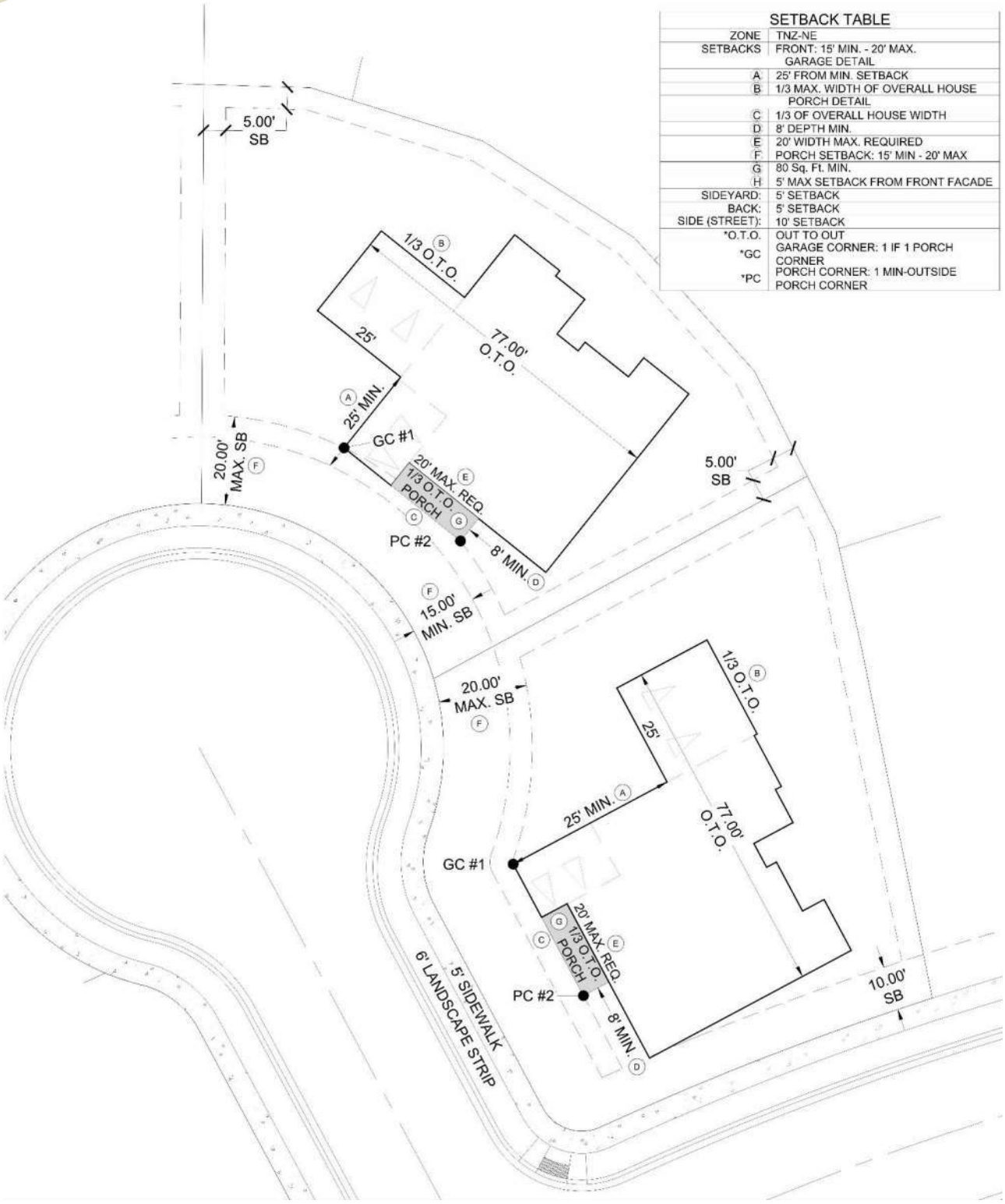
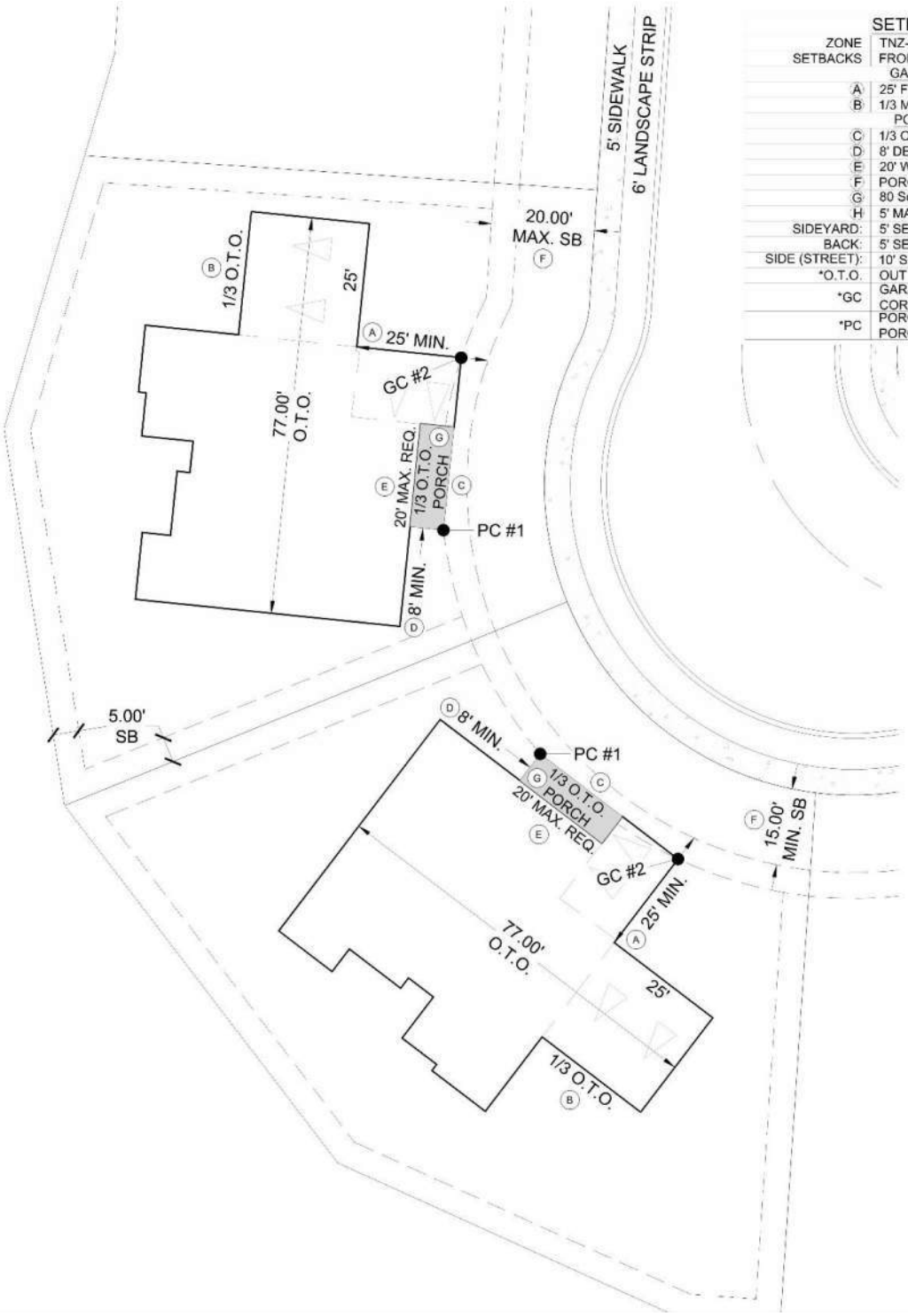
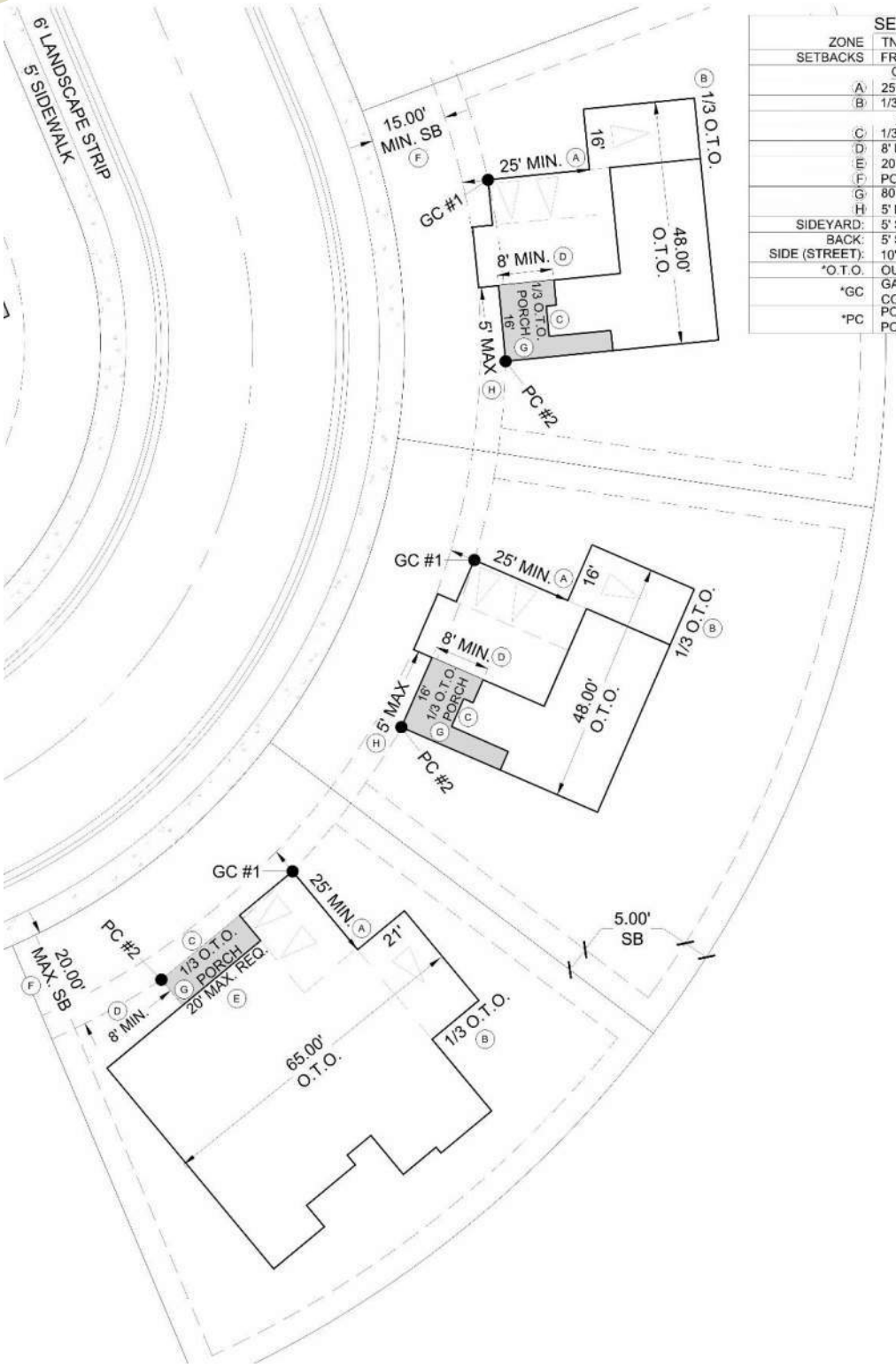

SETBACK TABLE
ZONE TNZ-NE
SETBACKS FRONT: 15' MIN. - 20' MAX. GARAGE DETAIL
A 25' FROM MIN. SETBACK
B 1/3 MAX. WIDTH OF OVERALL HOUSE
PORCH DETAIL
C 1/3 OF OVERALL HOUSE WIDTH
D 8' DEPTH MIN.
E 20' WIDTH MAX. REQUIRED
F PORCH SETBACK: 15' MIN - 20' MAX
G 80 Sq. Ft. MIN.
H 5' MAX SETBACK FROM FRONT FACADE
SIDEYARD: 5' SETBACK
BACK: 5' SETBACK
SIDE (STREET): 10' SETBACK
*O.T.O. OUT TO OUT
*GC GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER
5.00' SB
1/3 O.T.O.
25'
77.00' O.T.O.
25' MIN.
GC #1
20.00' MAX. SB
20' MAX. REQ.
1/3 O.T.O.
PORCH
PC #2
8' MIN.
5.00' SB
15.00' MIN. SB
20.00' MAX. SB
1/3 O.T.O.
25'
25' MIN.
77.00' O.T.O.
GC #1
20' MAX. REQ.
1/3 O.T.O.
PORCH
PC #2
8' MIN.
6' LANDSCAPE STRIP
5' SIDEWALK
10.00' SB

EXHIBIT - 10



SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

EXHIBIT - 11



SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

EXHIBIT - 12

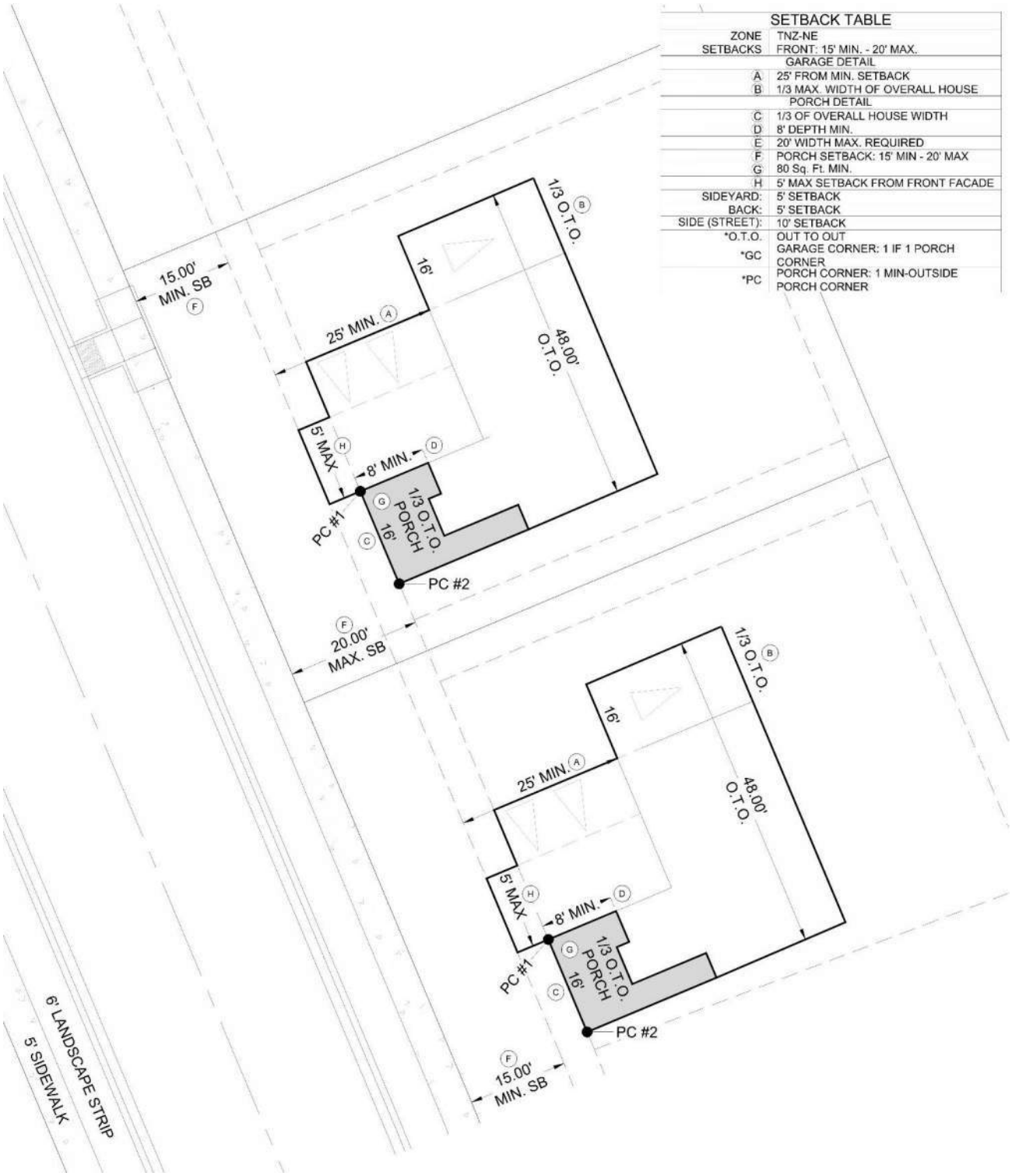

SETBACK TABLE
ZONE TNZ-NE
SETBACKS FRONT: 15' MIN. - 20' MAX.
GARAGE DETAIL
A 25' FROM MIN. SETBACK
B 1/3 MAX. WIDTH OF OVERALL HOUSE
PORCH DETAIL
C 1/3 OF OVERALL HOUSE WIDTH
D 8' DEPTH MIN.
E 20' WIDTH MAX. REQUIRED
F PORCH SETBACK: 15' MIN - 20' MAX
G 80 Sq. Ft. MIN.
H 5' MAX SETBACK FROM FRONT FACADE
SIDEYARD: 5' SETBACK
BACK: 5' SETBACK
SIDE (STREET): 10' SETBACK
*O.T.O. OUT TO OUT
*GC GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER
15.00' MIN. SB
25' MIN.
16'
1/3 O.T.O.
48.00' O.T.O.
5' MAX
8' MIN.
PC #1
PC #2
1/3 O.T.O. PORCH
16'
20.00' MAX. SB
6' LANDSCAPE STRIP
5' SIDEWALK

EXHIBIT - 13

SETBACK TABLE	
ZONE SETBACKS	TNZ-NE FRONT: 15' MIN. - 20' MAX. GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

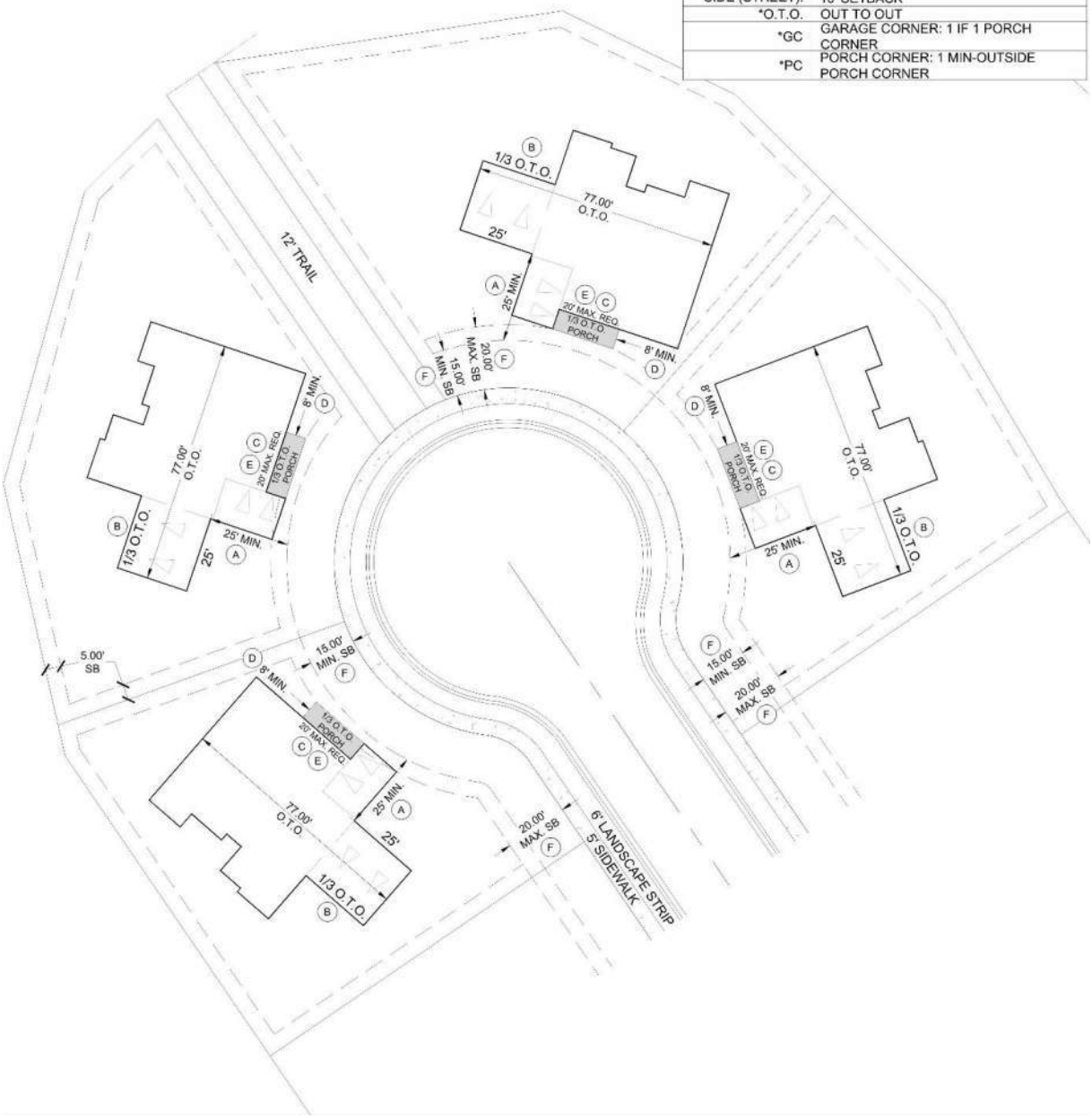


EXHIBIT - 14

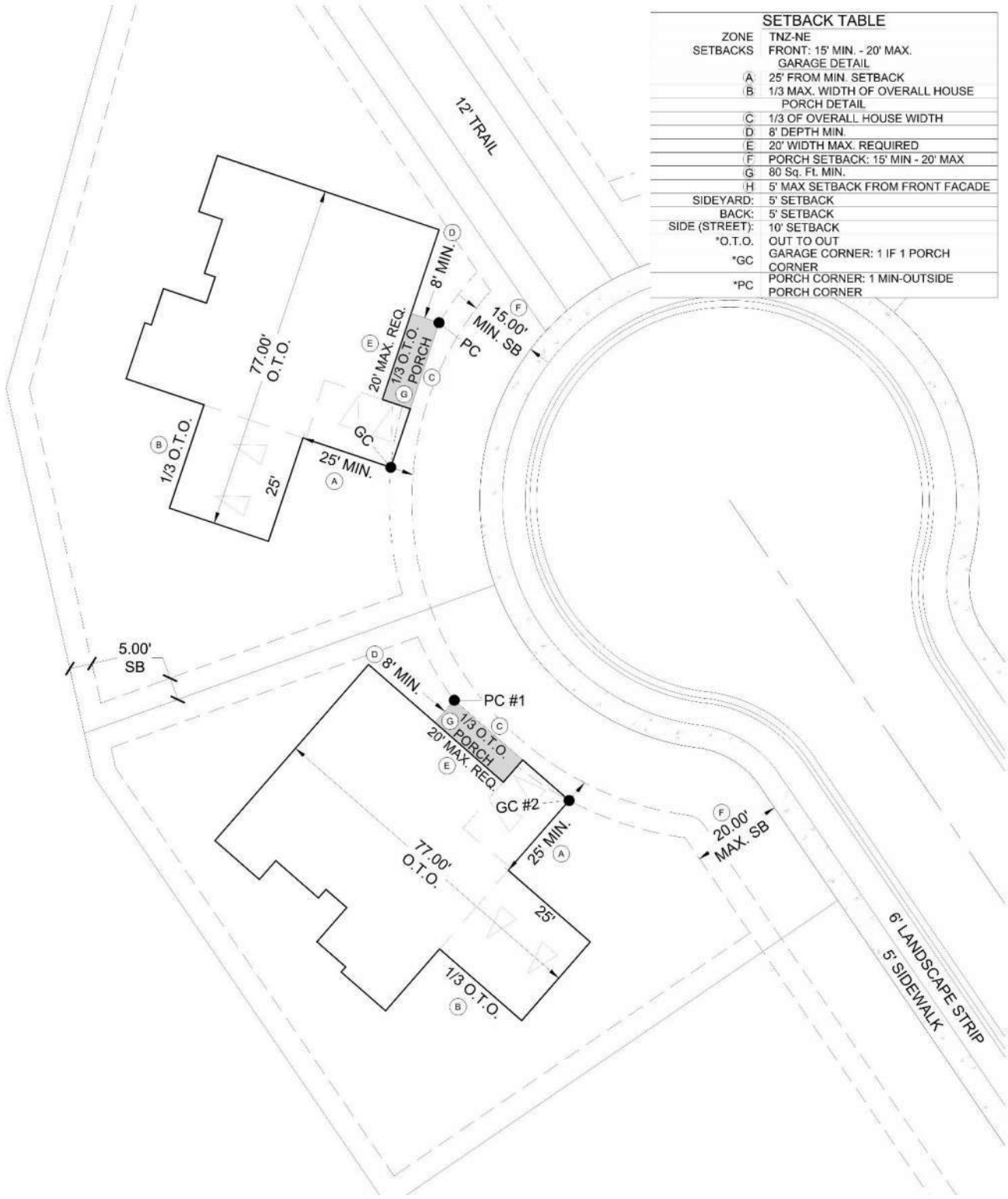

SETBACK TABLE
ZONE SETBACKS
TNZ-NE
FRONT: 15' MIN. - 20' MAX.
GARAGE DETAIL
A 25' FROM MIN. SETBACK
B 1/3 MAX. WIDTH OF OVERALL HOUSE
PORCH DETAIL
C 1/3 OF OVERALL HOUSE WIDTH
D 8' DEPTH MIN.
E 20' WIDTH MAX. REQUIRED
F PORCH SETBACK: 15' MIN - 20' MAX
G 80 Sq. Ft. MIN.
H 5' MAX SETBACK FROM FRONT FACADE
SIDEYARD: 5' SETBACK
BACK: 5' SETBACK
SIDE (STREET): 10' SETBACK
*O.T.O. OUT TO OUT
*GC GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER
12' TRAIL
8' MIN.
15.00' MIN. SB
PC
20' MAX. REQ.
1/3 O.T.O. PORCH
77.00' O.T.O.
1/3 O.T.O.
GC
25' MIN.
25'
5.00' SB
PC #1
GC #2
20.00' MAX. SB
6' LANDSCAPE STRIP
5' SIDEWALK

EXHIBIT - 15

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX. GARAGE DETAIL
(A)	25' FROM MIN. SETBACK
(B)	1/3 MAX. WIDTH OF OVERALL HOUSE PORCH DETAIL
(C)	1/3 OF OVERALL HOUSE WIDTH
(D)	8' DEPTH MIN.
(E)	20' WIDTH MAX. REQUIRED
(F)	PORCH SETBACK: 15' MIN - 20' MAX
(G)	80 Sq. Ft. MIN.
(H)	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

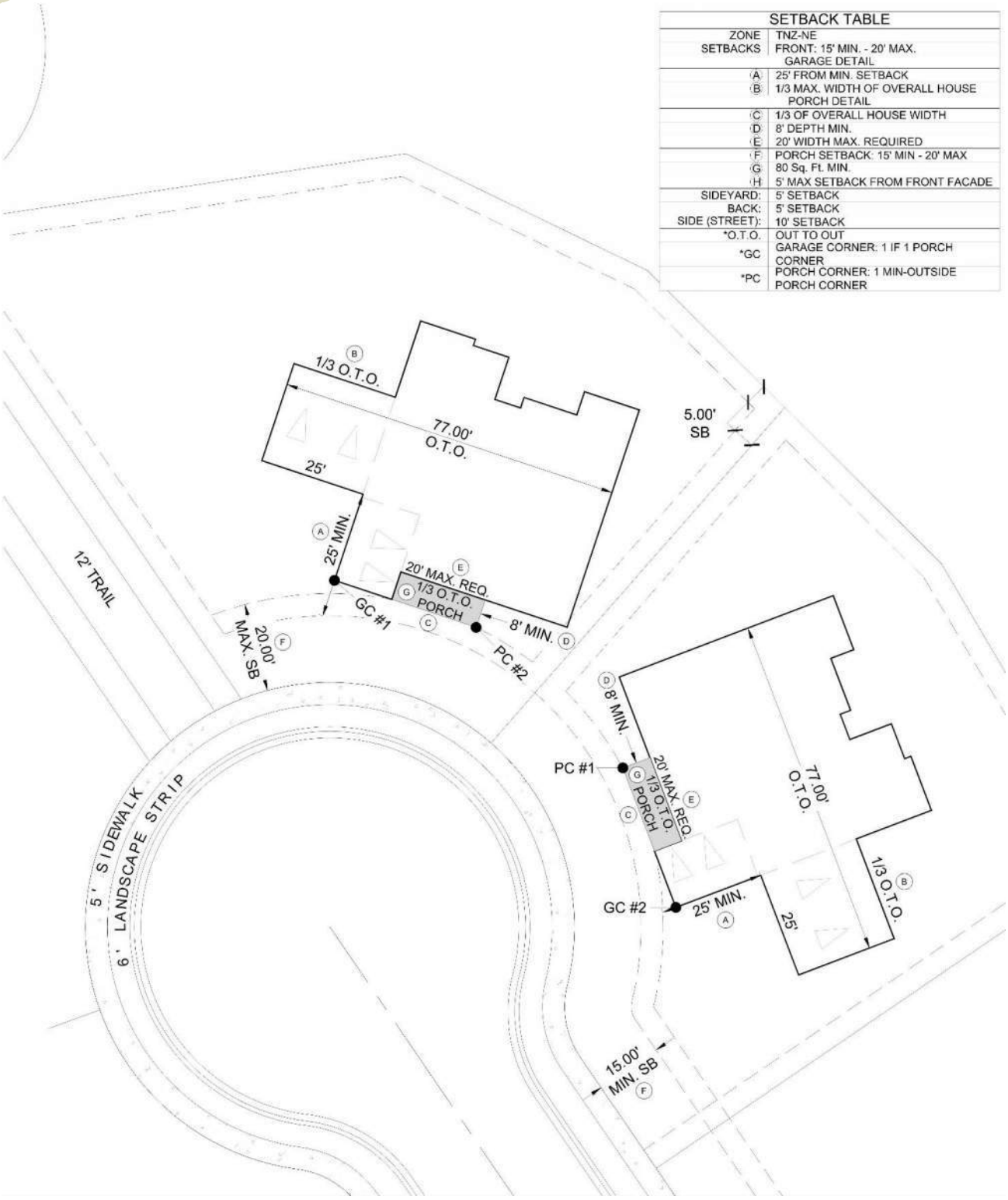


EXHIBIT - 16

Desert Color Zone Plan Zone Change Amendment

2020-ZCA-038

Proposed Changes

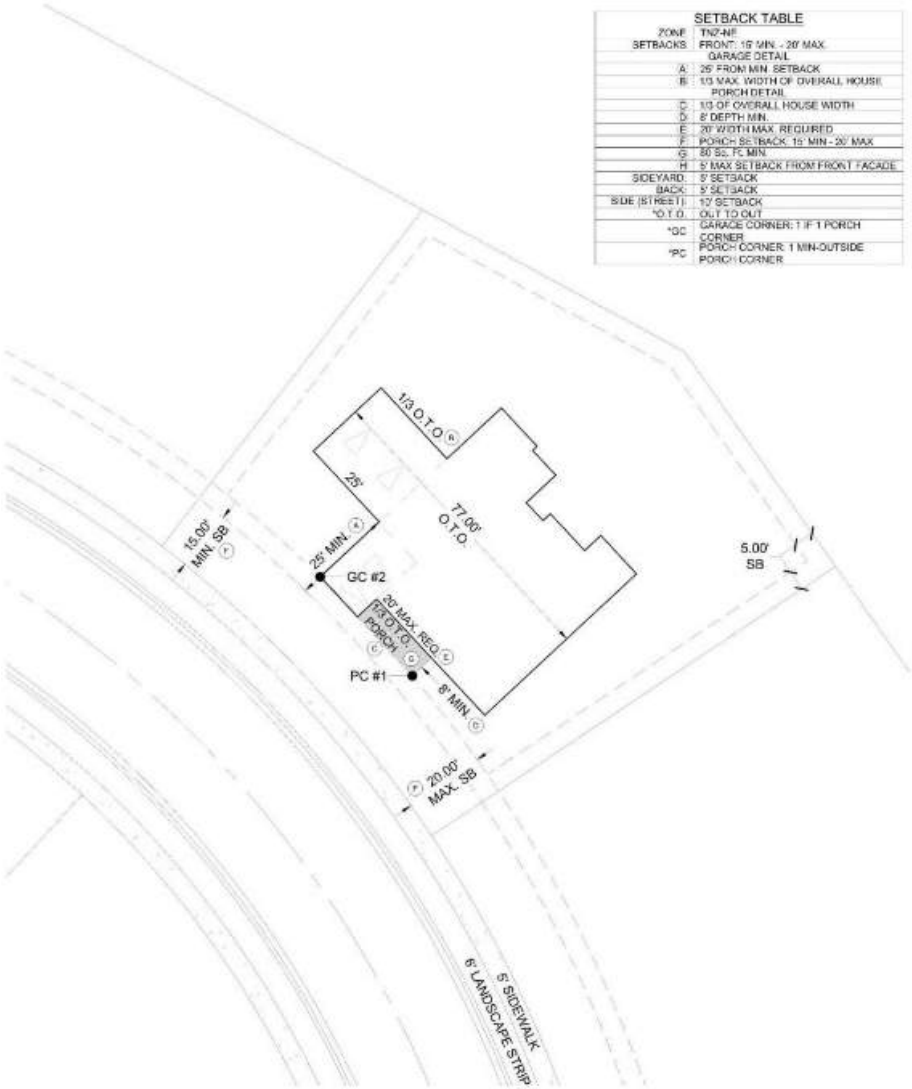
3.4 Parking Standards

Front-loading garages: Front-loading garages (garage doors facing a public street) with driveway accesses are permitted. However, the width of the front-loading garage facade facing the public street is limited to one third (1/3) of the width of the total dwelling facade and the garage facade must be setback a minimum of twenty-five (25') ~~behind the main building façade~~ from minimum setback line. If the front facade has varying front lines, the garage setback is measured from the average of all the front lines. On corner lots, side-loading garages are permitted on the frontage perpendicular to the main building facade, subject to twenty-foot (20') setback requirement. Fifteen percent (15%) of single family lot building forms may reduce the garage façade setback minimum to fifteen feet (15') and/or may allow the width of the front-loading garage facing the public street to be forty percent (40%) of the width of the total dwelling façade.

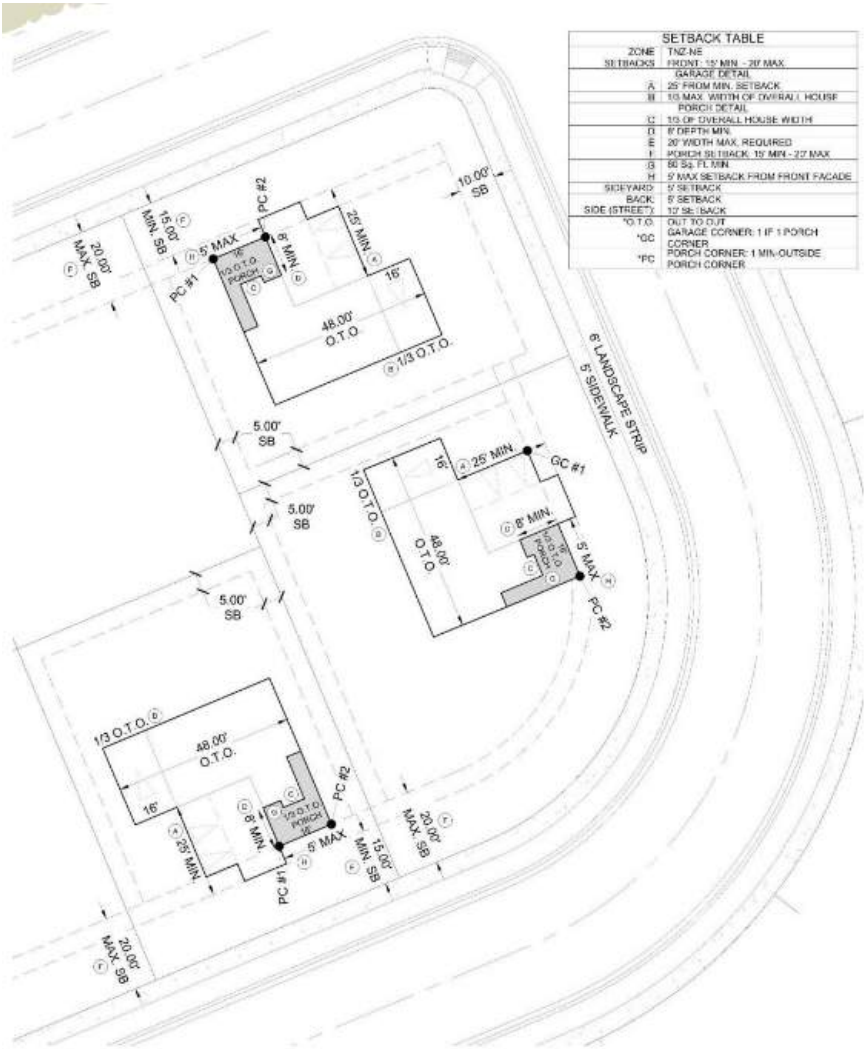
3.9 Neighborhood Edge and Neighborhood General Summary Form Table

All zones: Easements along the side and rear lot lines are only required when a utility is running along a rea or side lot line.

Exhibits


SETBACK TABLE
ZONE: TN7-NF
SETBACKS: FRONT: 15' MIN. - 20' MAX.
GARAGE DETAIL
A: 25' FROM MIN. SETBACK
B: 1/3 MAX. WIDTH OF OVERALL HOUSE
PORCH DETAIL
C: 1/3 OF OVERALL HOUSE WIDTH
D: 8' DEPTH MIN.
E: 20' WIDTH MAX. REQUIRED
F: PORCH SETBACK: 15' MIN - 20' MAX
G: 80 SQ. FT. MIN.
H: 5' MAX SETBACK FROM FRONT FACADE
SIDEYARD: 5' SETBACK
BACK: 5' SETBACK
SIDE (STREET): 10' SETBACK
*O.T.O.: OUT TO OUT
*GC: GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC: PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER
1/3 O.T.O.
25'
77.00' O.T.O.
15.00' MIN. SB
25' MIN.
GC #2
20' MAX. REQ. 1/3 O.T.O. PORCH
PC #1
8' MIN.
5.00' SB
20.00' MAX. SB
5' SIDEWALK
6' LANDSCAPE STRIP

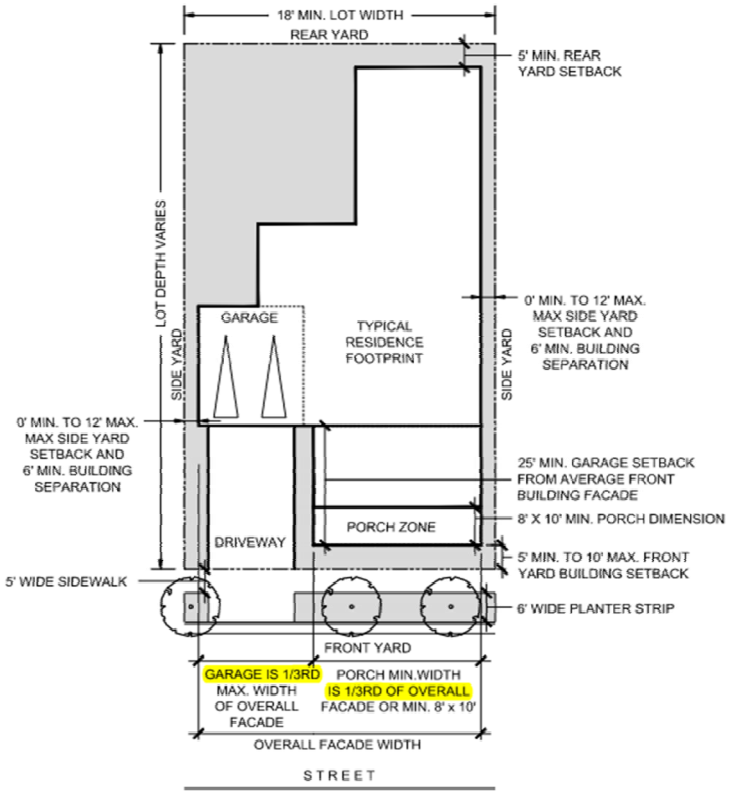
Exhibits


SETBACK TABLE
ZONE TNZ-NE
SETBACKS FRONT: 15' MIN. - 20' MAX.
GARAGE DETAIL
A 25' FROM MIN. SETBACK
B 1/3 MAX. WIDTH OF OVERALL HOUSE
PORCH DETAIL
C 1/3 OF OVERALL HOUSE WIDTH
D 8' DEPTH MIN.
E 20' WIDTH MAX. REQUIRED
F PORCH SETBACK: 15' MIN - 20' MAX
G 80 SQ. FT. MIN.
H 5' MAX SETBACK FROM FRONT FACADE
SIDEYARD 5' SETBACK
BACK 5' SETBACK
SIDE (STREET) 10' SETBACK
*O.T.O. OUT TO OUT
*GC GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER
PC #1
PC #2
GC #1
5' MAX
8' MIN.
25' MIN.
16'
48.00' O.T.O.
1/3 O.T.O.
1/3 O.T.O. PORCH
20.00' MAX. SB
15.00' MIN. SB
10.00' SB
5.00' SB
6' LANDSCAPE STRIP
5' SIDEWALK

Exhibits


SETBACK TABLE
ZONE TNZ-NE
SETBACKS FRONT: 15' MIN. - 20' MAX.
GARAGE DETAIL
A 25' FROM MIN. SETBACK
B 1/3 MAX. WIDTH OF OVERALL HOUSE
PORCH DETAIL
C 1/3 OF OVERALL HOUSE WIDTH
D 6' DEPTH MIN.
E 20' WIDTH MAX. REQUIRED
F PORCH SETBACK: 15' MIN - 20' MAX
G 80 Sq. Ft. MIN.
H 5' MAX SETBACK FROM FRONT FACADE
SIDEYARD: 5' SETBACK
BACK: 5' SETBACK
SIDE (STREET): 10' SETBACK
*O.T.O. OUT TO OUT
*GC GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER
5' SIDEWALK
6' LANDSCAPE STRIP

Language Correction



TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT WITH GARAGE FACING PUBIC STREET

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING AND CLARIFYING THE EXISTING DESERT COLOR DEVELOPMENT STANDARDS REGARDING PORCH SETBACKS, MUNICIPAL UTILITY EASEMENTS AND OTHER MINOR ISSUES.

WHEREAS, the developer of Desert Color desires to amend its current zoning plan regulations, as it relates to setbacks, municipal utility easements and other minor issues; and

WHEREAS, the Planning Commission has considered the proposed amendments in a public hearing and recommends adoption of the revised zoning plan 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, Desert Color Development, Zoning Plan Regulations, are hereby amended.

Section 2. Enactment. The Desert Color Zoning Plan 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

Exhibit ‘A’

3.4 Parking Standards

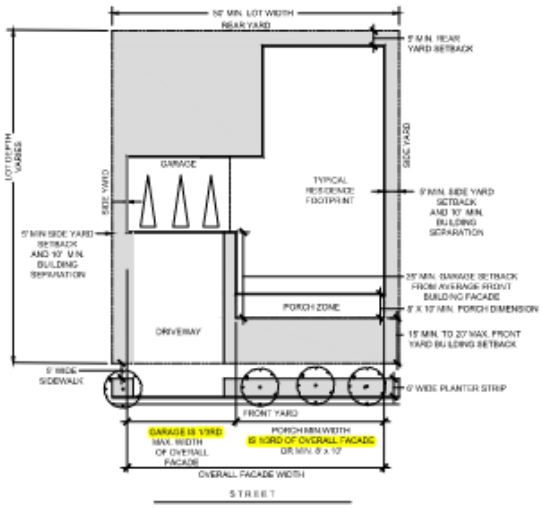
Front-loading garages: Front-loading garages (garage doors facing a public street) with driveway accesses are permitted. However, the width of the front-loading garage facade facing the public street is limited to one third (1/3) of the width of the total dwelling facade and the garage facade must be setback a minimum of twenty-five (25’) ~~behind the main building façade~~ from minimum setback line. If the front facade has varying front lines, the garage setback is measured from the average of all the front lines. On corner lots, side-loading garages are permitted on the frontage perpendicular to the main building facade, subject to twenty-foot (20’) setback requirement. Fifteen percent (15%) of single family lot building forms may reduce the garage façade setback minimum to fifteen feet (15’) and/or may allow the width of the front-loading garage facing the public street to be forty percent (40%) of the width of the total dwelling façade.

3.9 Neighborhood Edge and Neighborhood General Summary Form Table

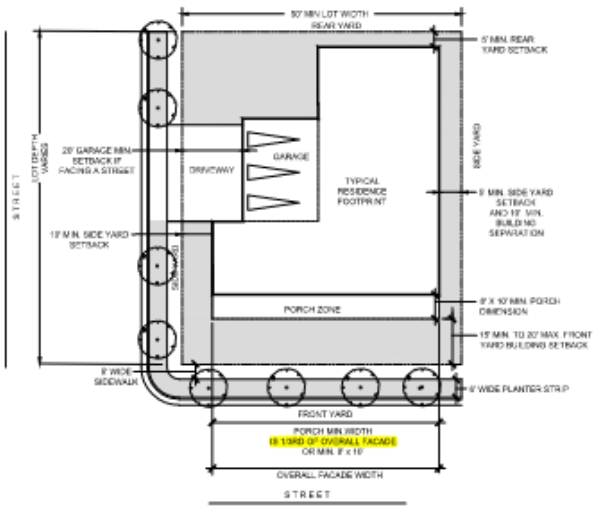
All zones: Easements along the side and rear lot lines are only required when a utility is running along a rea or side lot line.

		NE (Residential) Neighborhood Edge	G (Residential and Resort) Neighborhood General
h.	**LOT OCCUPATION**		
	Minimum Lot Width	50'	18'
	Maximum Lot Width	No max	No max
	Lot Coverage	60% max.	75% max.
i.	**CIVIC SPACES (Chapter 3.6)**		
	Green	permitted	permitted
	Square	permitted	permitted
	Park	permitted	permitted
	Public Neighborhood and Community Park	permitted	permitted
j.	Parking Lot	permitted	permitted

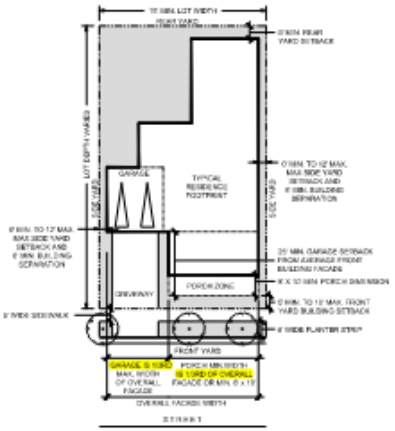
All Zones: Easements along the Side and Rear lot lines are only required when a utility is running along a rear or side lot line.



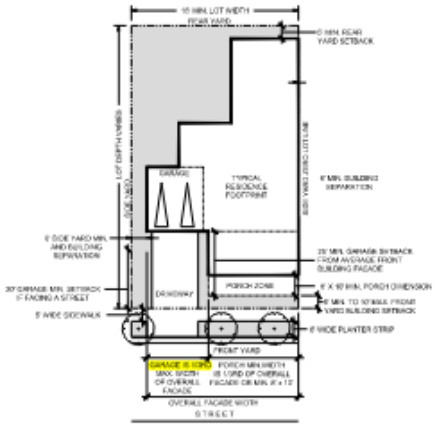
TYPICAL NEIGHBORHOOD EDGE SINGLE FAMILY LOT LAYOUT WITH GARAGE FACING PUBIC STREET



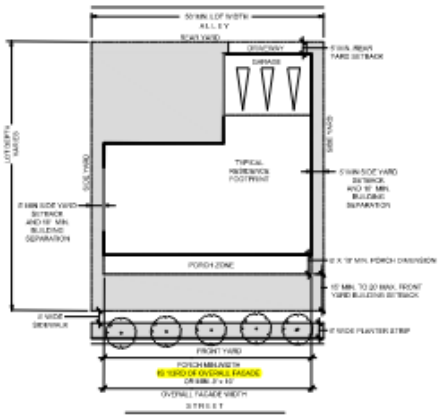
TYPICAL NEIGHBORHOOD EDGE SINGLE FAMILY LOT LAYOUT SIDE LOADED GARAGE ON CORNER LOT



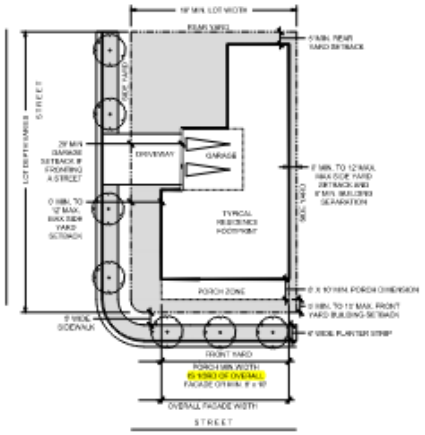
TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT WITH GARAGE FACING PUBIC STREET



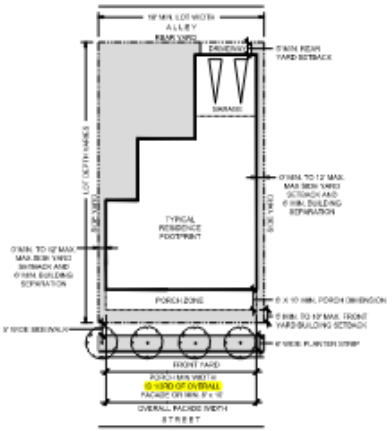
TYPICAL NEIGHBORHOOD GENERAL ZERO LOT LINE SINGLE FAMILY LOT LAYOUT WITH GARAGE FACING PUBIC STREET



TYPICAL NEIGHBORHOOD EDGE SINGLE FAMILY LOT LAYOUT WITH ALLEY LOADED GARAGE



TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT SIDE LOADED GARAGE ON CORNER LOT



TYPICAL NEIGHBORHOOD GENERAL SINGLE FAMILY LOT LAYOUT WITH ALLEY LOADED GARAGE

ZONE BOOK AMENDMENT SUMMARIES

Amendment #1:

Changes made to the approval process for civic space less than 1 acre in size.	Pages 63 and 64
Change made to the front setback along units fronting the lagoons.	Page 65

Amendment #2:

Added "Appendix A" to the Table of Contents	Page 3
Changed language on garage setbacks for clarity in purpose	Page 58
Added Language for Side and Rear Lot Line Easements	Page 66
Fixed clerical errors on exhibits.	Pages 66 and 67
Added "Appendix A" Housing Setback Illustrations	Pages A-1 through A-16

APPENDIX “A”

HOUSING SETBACK ILLUSTRATIONS

SETBACK TABLE	
ZONE	TN2-NF
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 SQ. FT. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

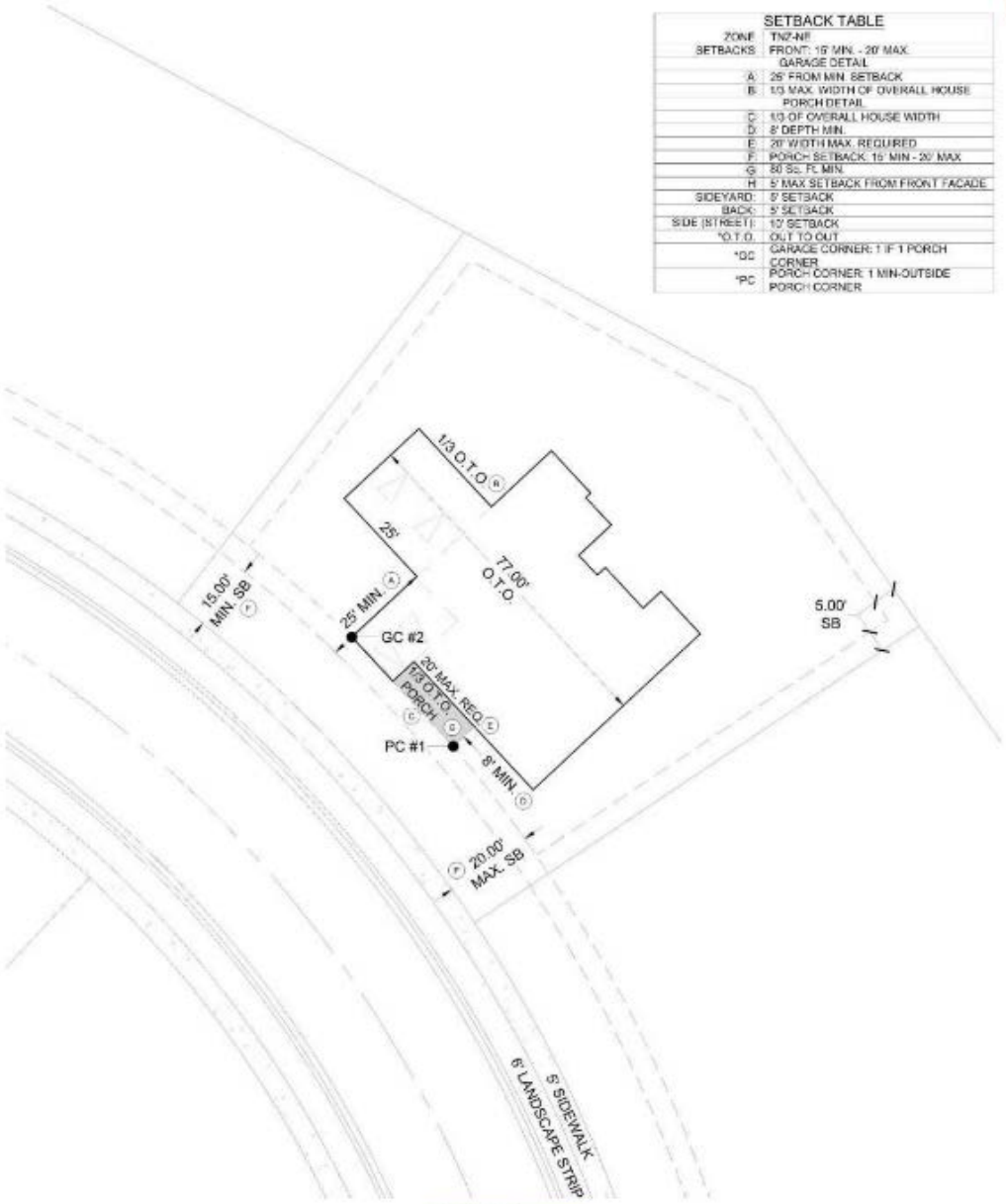


EXHIBIT - 1

AMENDMENT #2

DESERT COLOR - ZONING PLAN

AMENDMENT #2

A-1

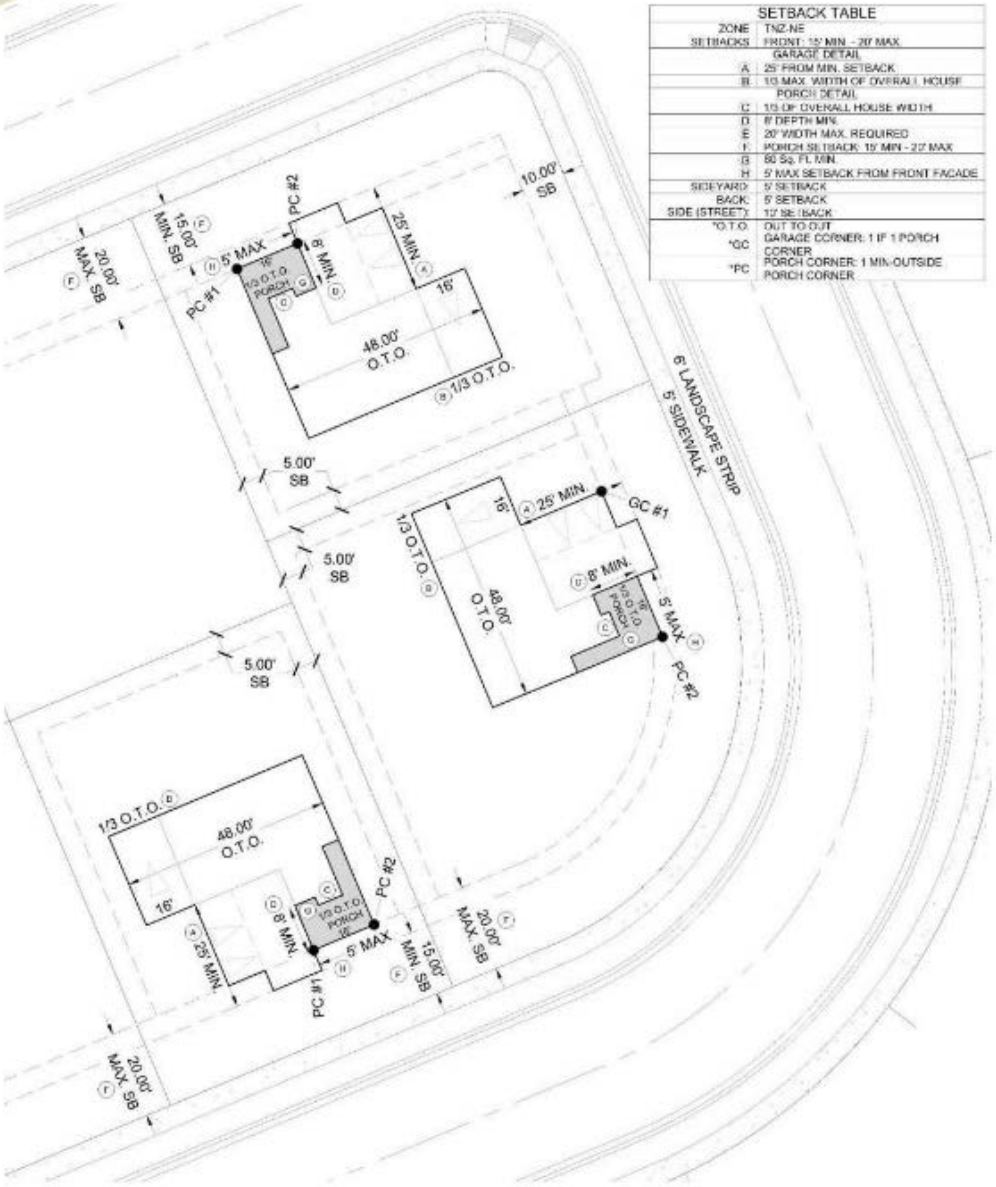


EXHIBIT - 2

A-2

AMENDMENT #2
DESERT COLOR - ZONING PLAN

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD	5' SETBACK
BACK	5' SETBACK
SIDE (STREET)	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

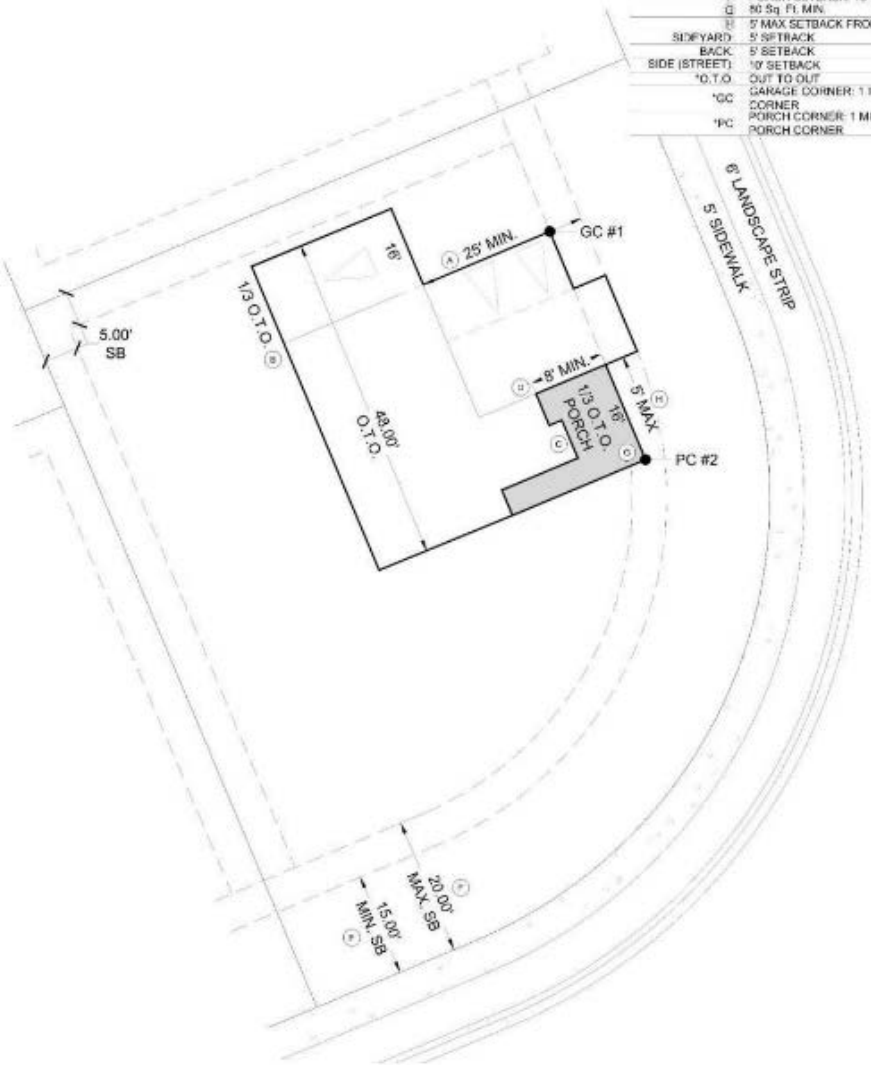


EXHIBIT - 3

AMENDMENT #2

DESERT COLOR - ZONING PLAN

A-3

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 10' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX.
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET)	10' SETBACK
*O.T.O.	CUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

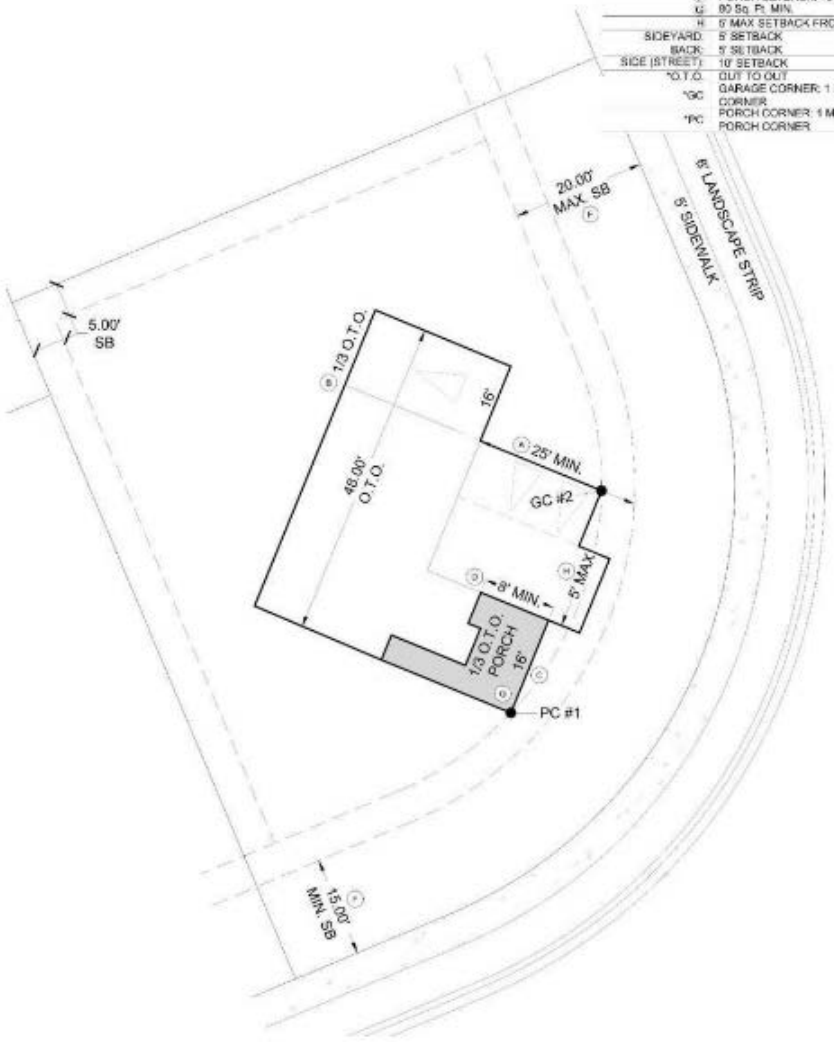


EXHIBIT - 4

A-4

AMENDMENT #2
DESERT COLOR - ZONING PLAN

SETBACK TABLE	
ZONE	*NZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
*A	25' FROM MIN. SETBACK
*B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
*C	1/3 OF OVERALL HOUSE WIDTH
*D	8' DEPTH MIN.
*E	20' WIDTH MAX. REQUIRED
*F	PORCH SETBACK: 15' MIN - 20' MAX
*G	80 Sq. Ft. MIN.
*H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD	5' SETBACK
BACK	5' SETBACK
SIDE (STREET)	10' SETBACK
*O.T.O.	CUT TO CUT
*GC	GARAGE CORNER: 1 F 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

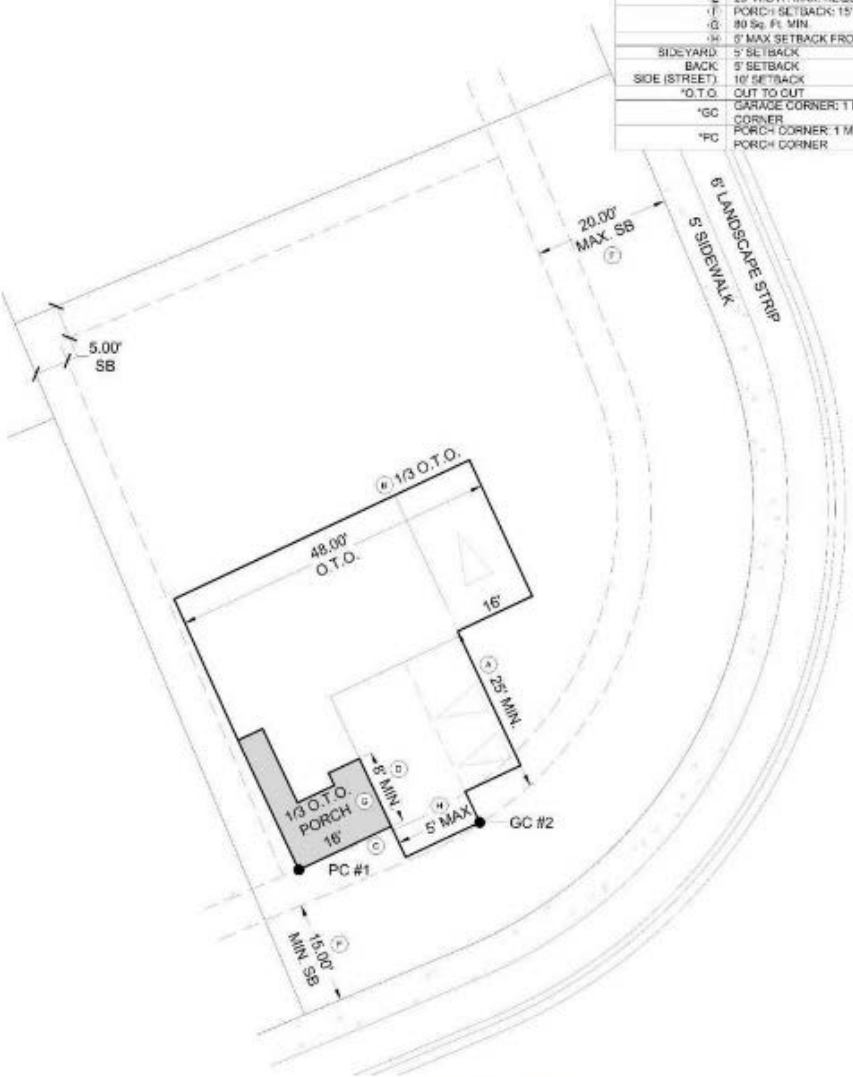


EXHIBIT - 5

AMENDMENT #2

DESERT COLOR - ZONING PLAN

A-5

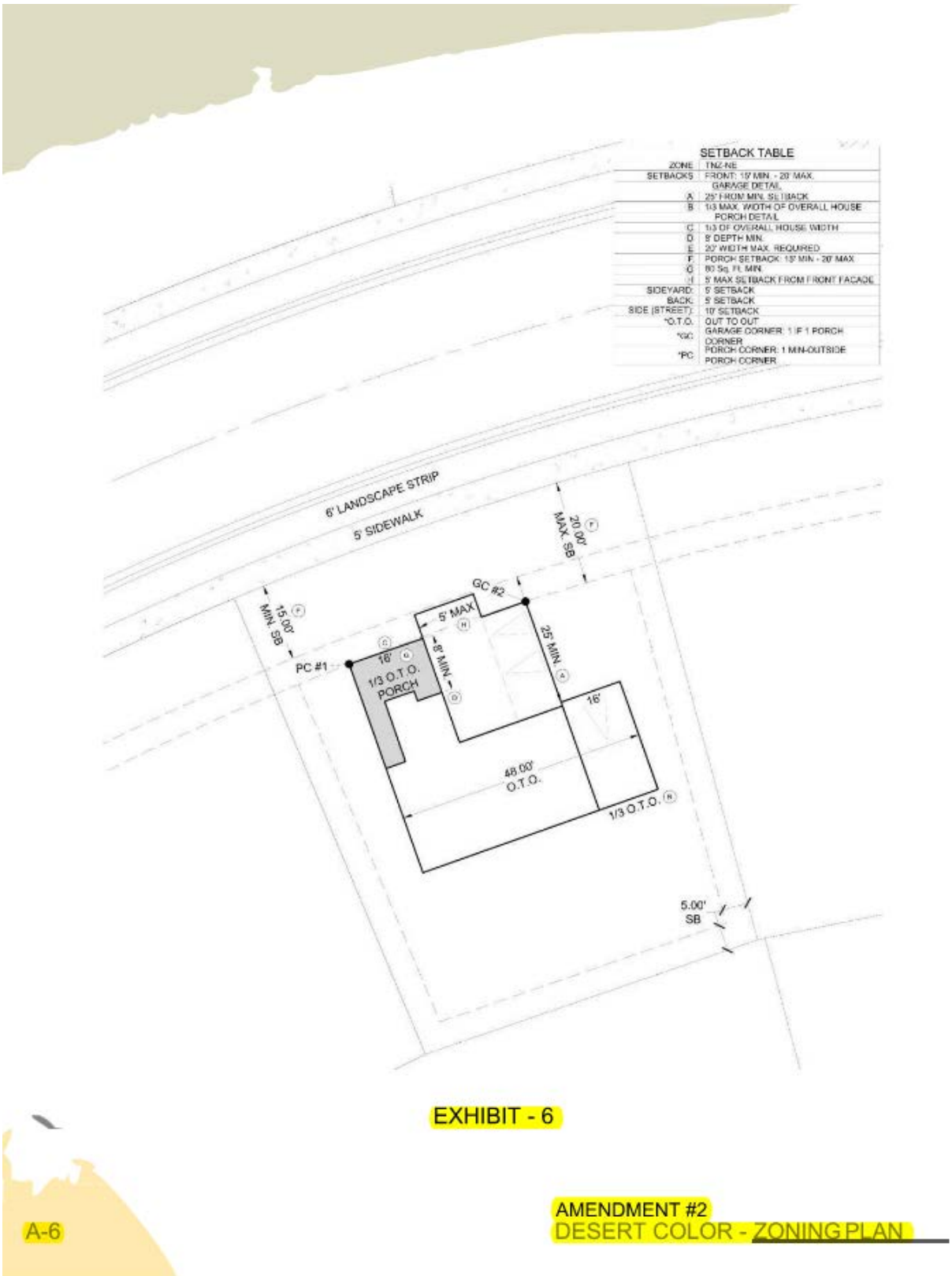


EXHIBIT - 6

A-6

AMENDMENT #2
DESERT COLOR - ZONING PLAN

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	6' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

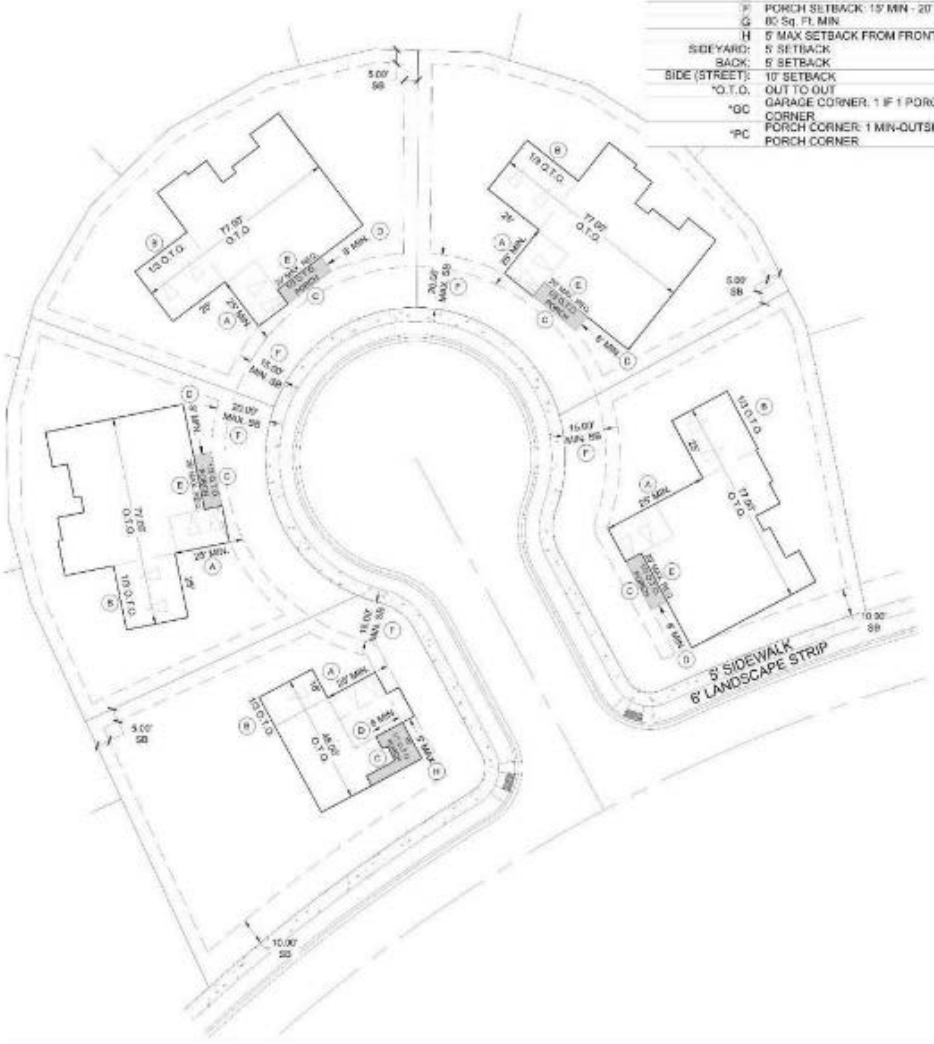


EXHIBIT - 7

AMENDMENT #2

DESERT COLOR - ZONING PLAN

A-7

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	CUT TO CUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

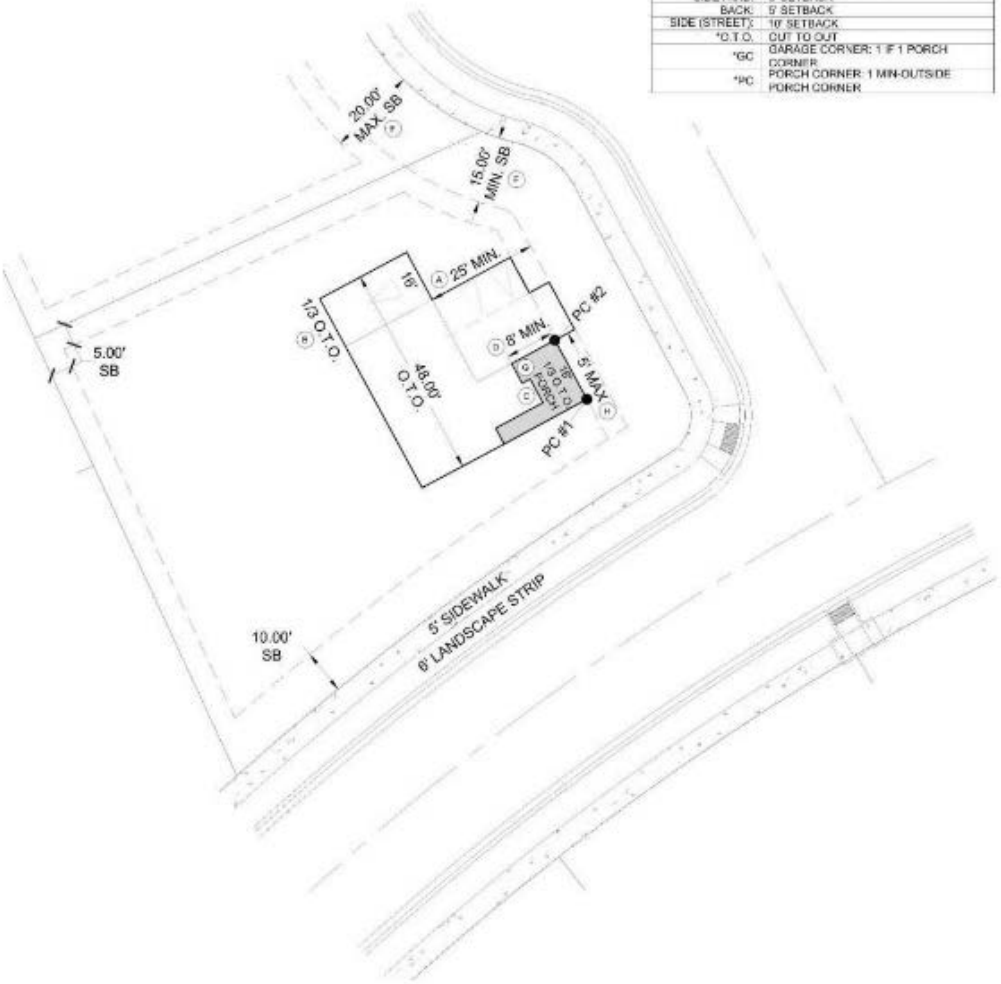


EXHIBIT - 8

A-8

AMENDMENT #2
DESERT COLOR - ZONING PLAN

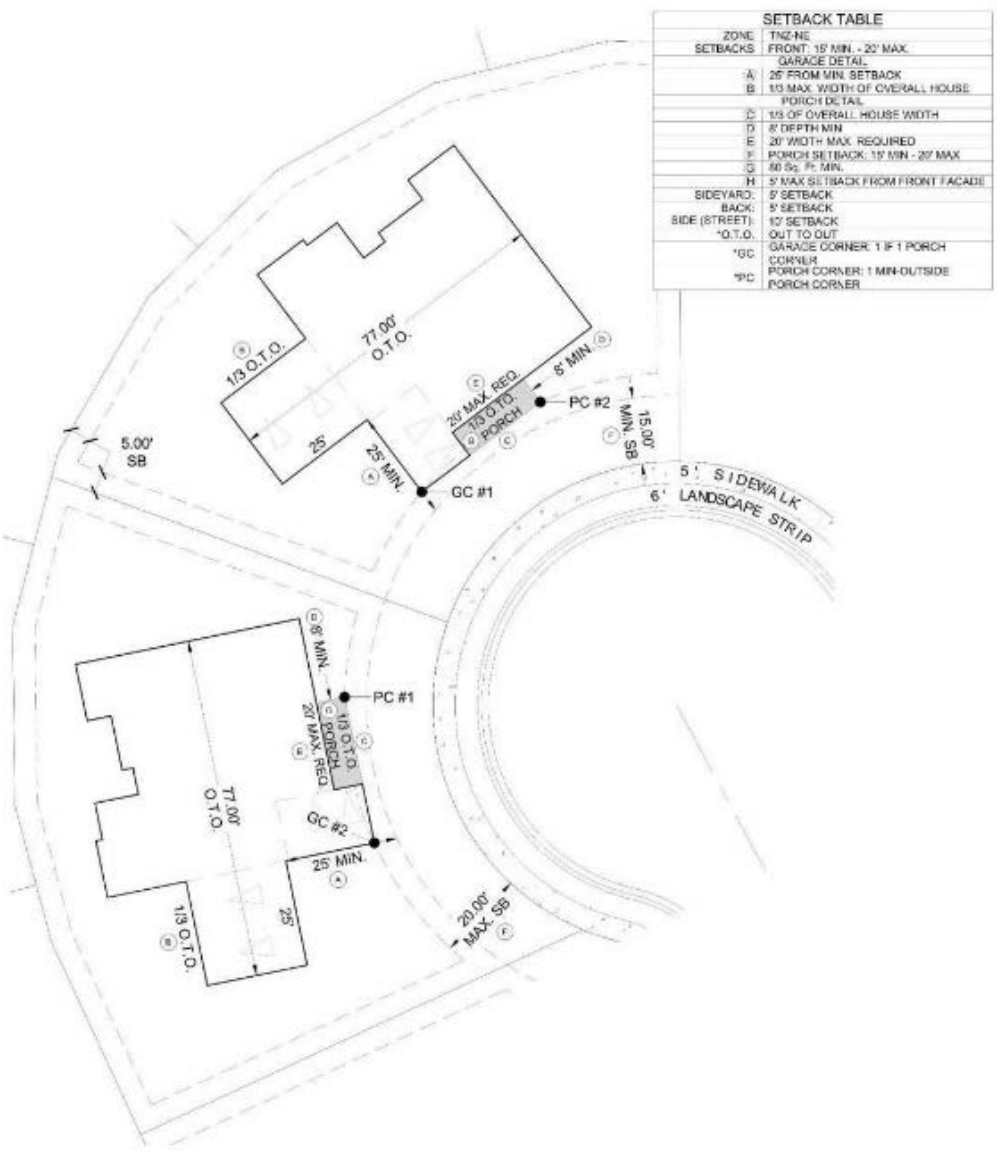


EXHIBIT - 9

AMENDMENT #2

DESERT COLOR - ZONING PLAN

A-9

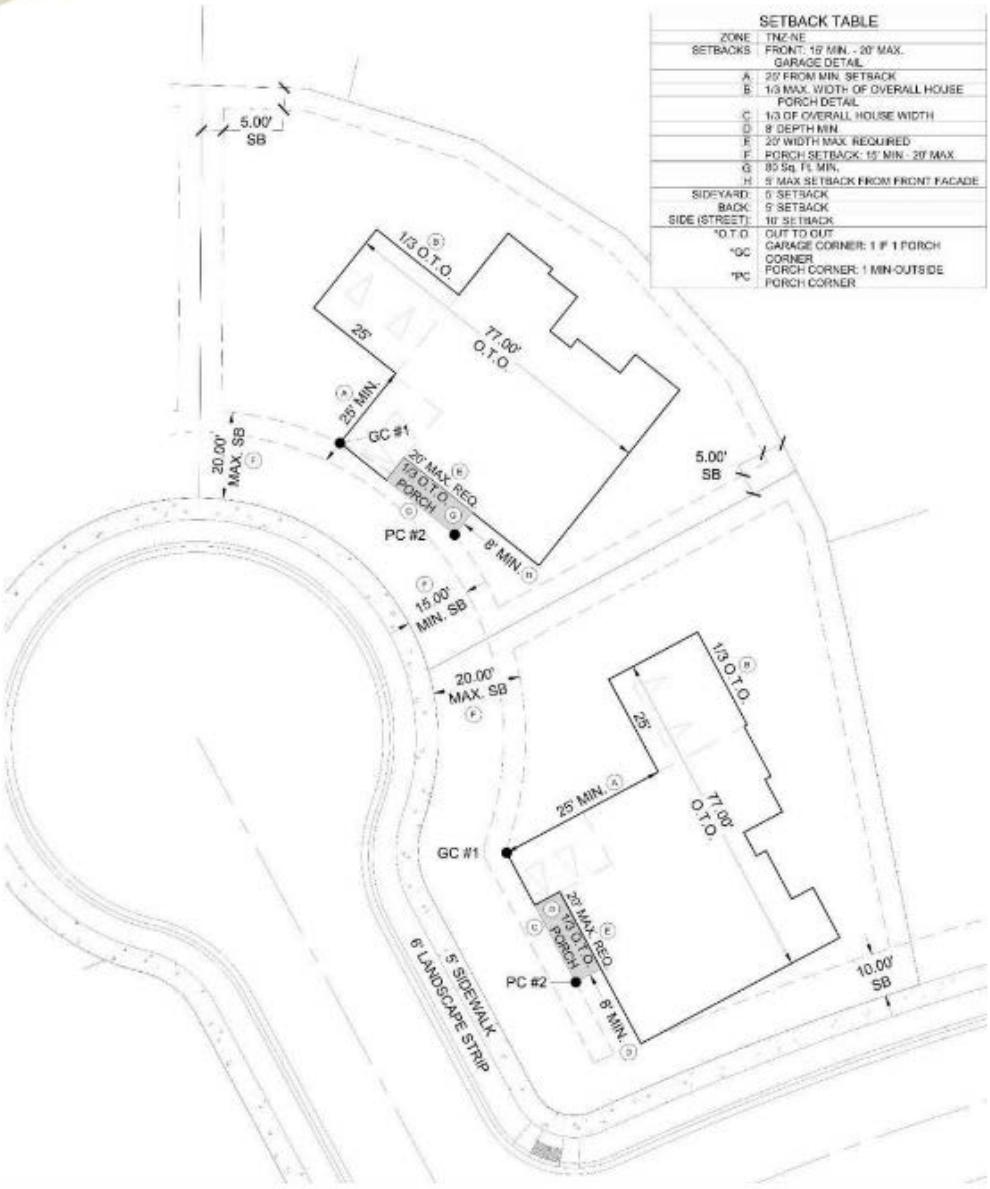
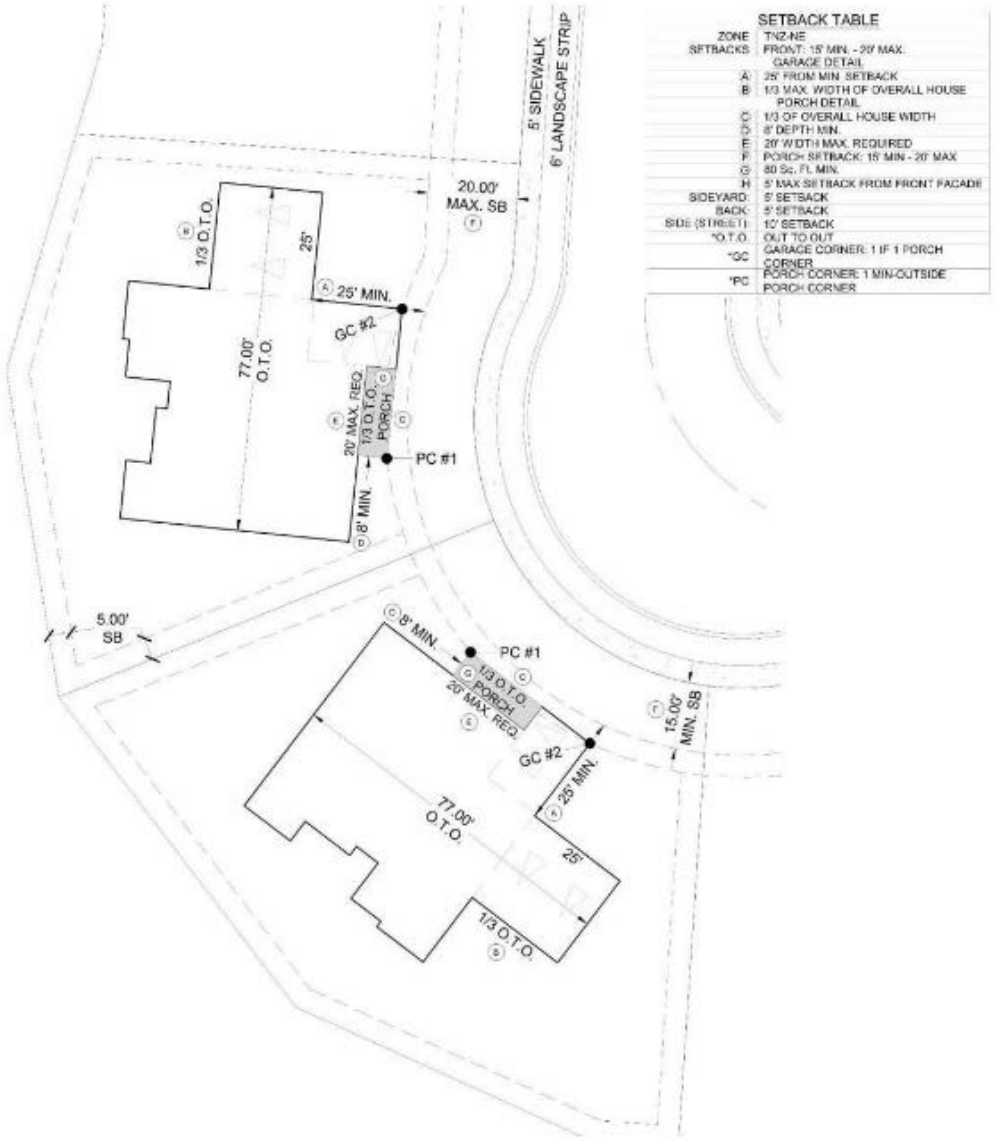


EXHIBIT - 10

A-10

AMENDMENT #2
DESERT COLOR - ZONING PLAN



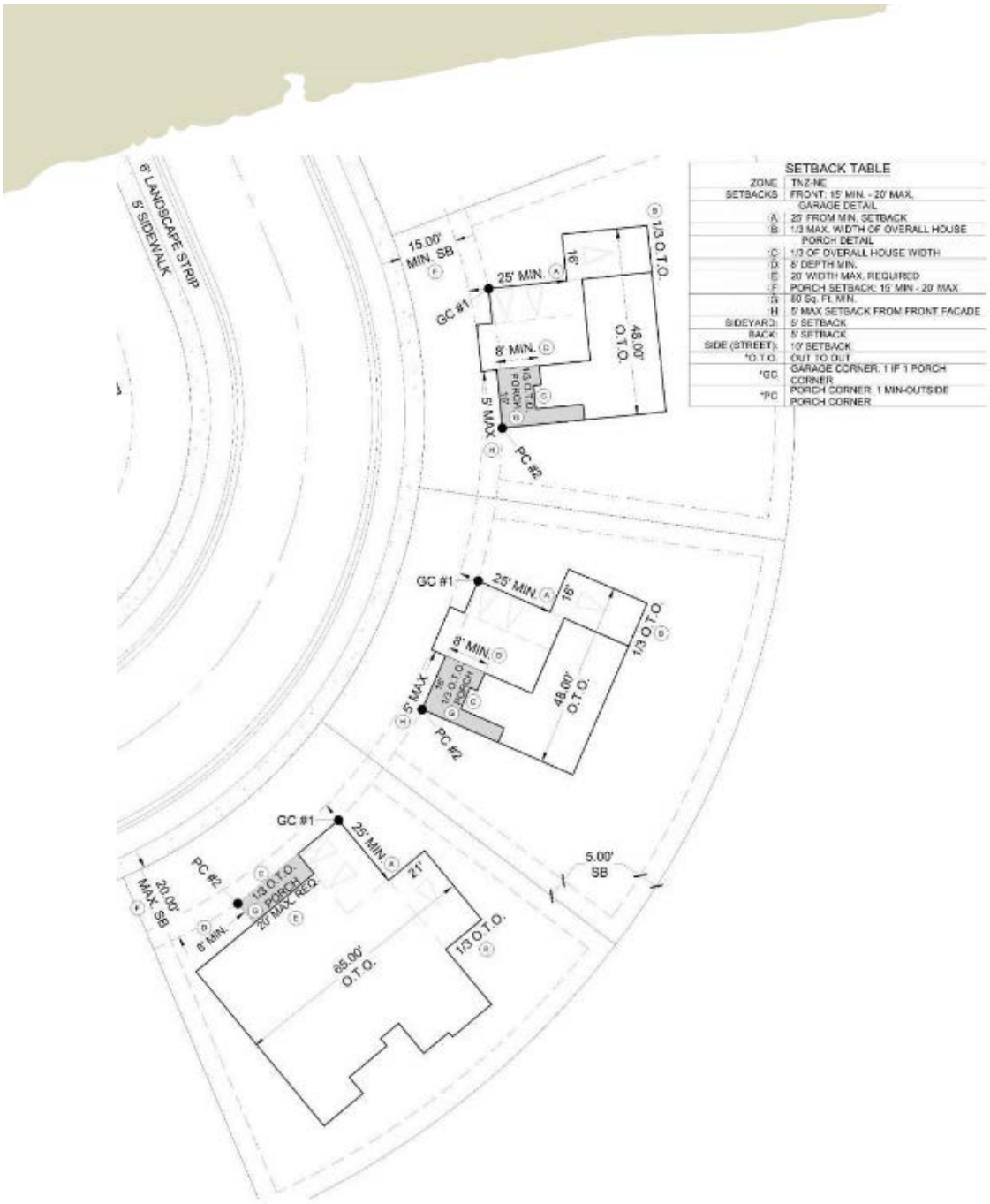
SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH
	CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE
	PORCH CORNER

EXHIBIT - 11

AMENDMENT #2

DESERT COLOR - ZONING PLAN

A-11



SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN.
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER

EXHIBIT - 12

A-12

AMENDMENT #2
DESERT COLOR - ZONING PLAN

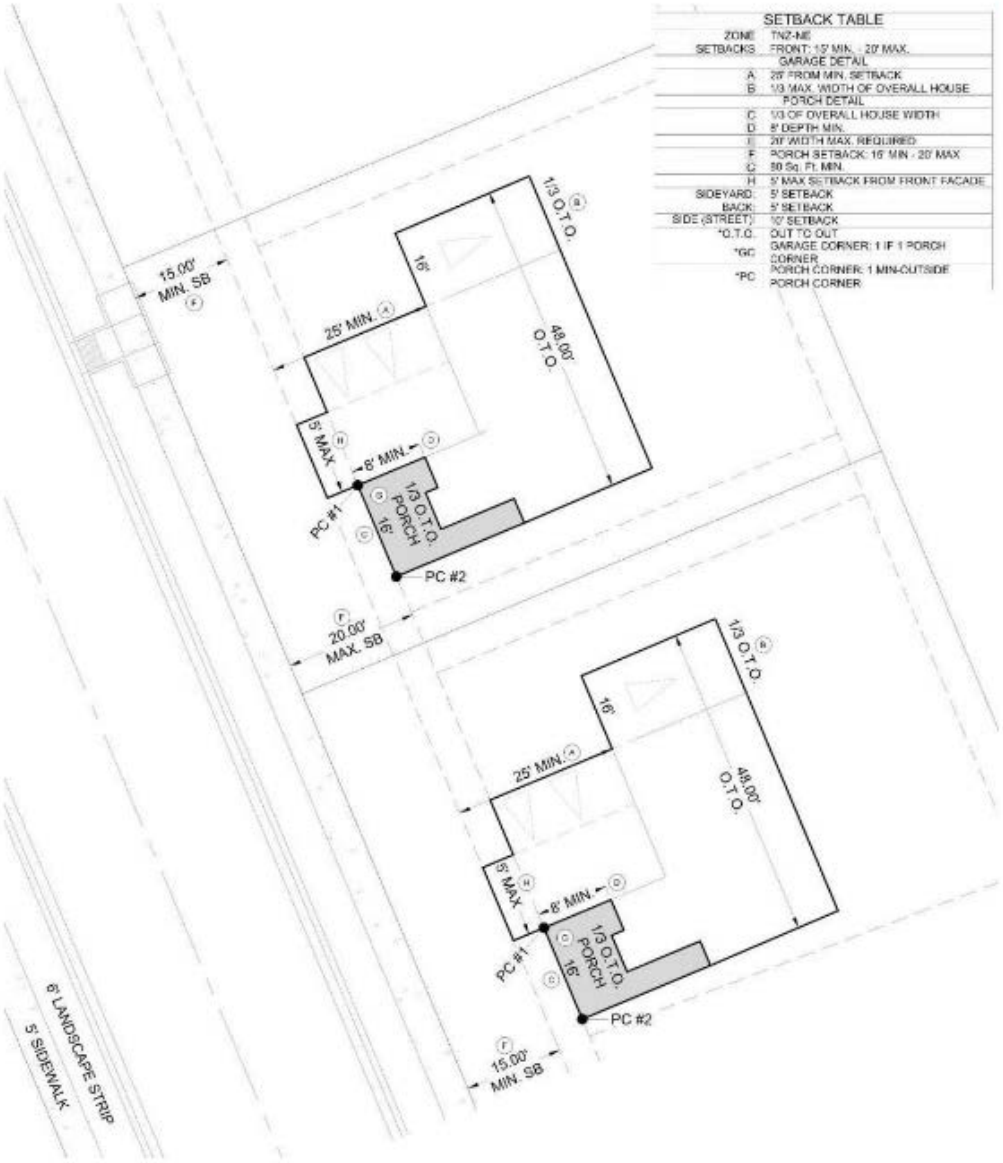


EXHIBIT - 13

AMENDMENT #2

DESERT COLOR - ZONING PLAN

A-13

SETBACK TABLE	
ZONE	TNZ-NE
SETBACKS	FRONT: 15' MIN. - 20' MAX.
	GARAGE DETAIL
A	25' FROM MIN. SETBACK
B	1/3 MAX. WIDTH OF OVERALL HOUSE
	PORCH DETAIL
C	1/3 OF OVERALL HOUSE WIDTH
D	8' DEPTH MIN
E	20' WIDTH MAX. REQUIRED
F	PORCH SETBACK: 15' MIN - 20' MAX
G	80 Sq. Ft. MIN.
H	5' MAX SETBACK FROM FRONT FACADE
SIDEYARD:	5' SETBACK
BACK:	5' SETBACK
SIDE (STREET):	10' SETBACK
*O.T.O.	OUT TO OUT
*GC	GARAGE CORNER: 1 IF 1 PORCH CORNER
*PC	PORCH CORNER: 1 MIN-OUTSIDE PORCH CORNER



EXHIBIT - 14

A-14

AMENDMENT #2
DESERT COLOR - ZONING PLAN

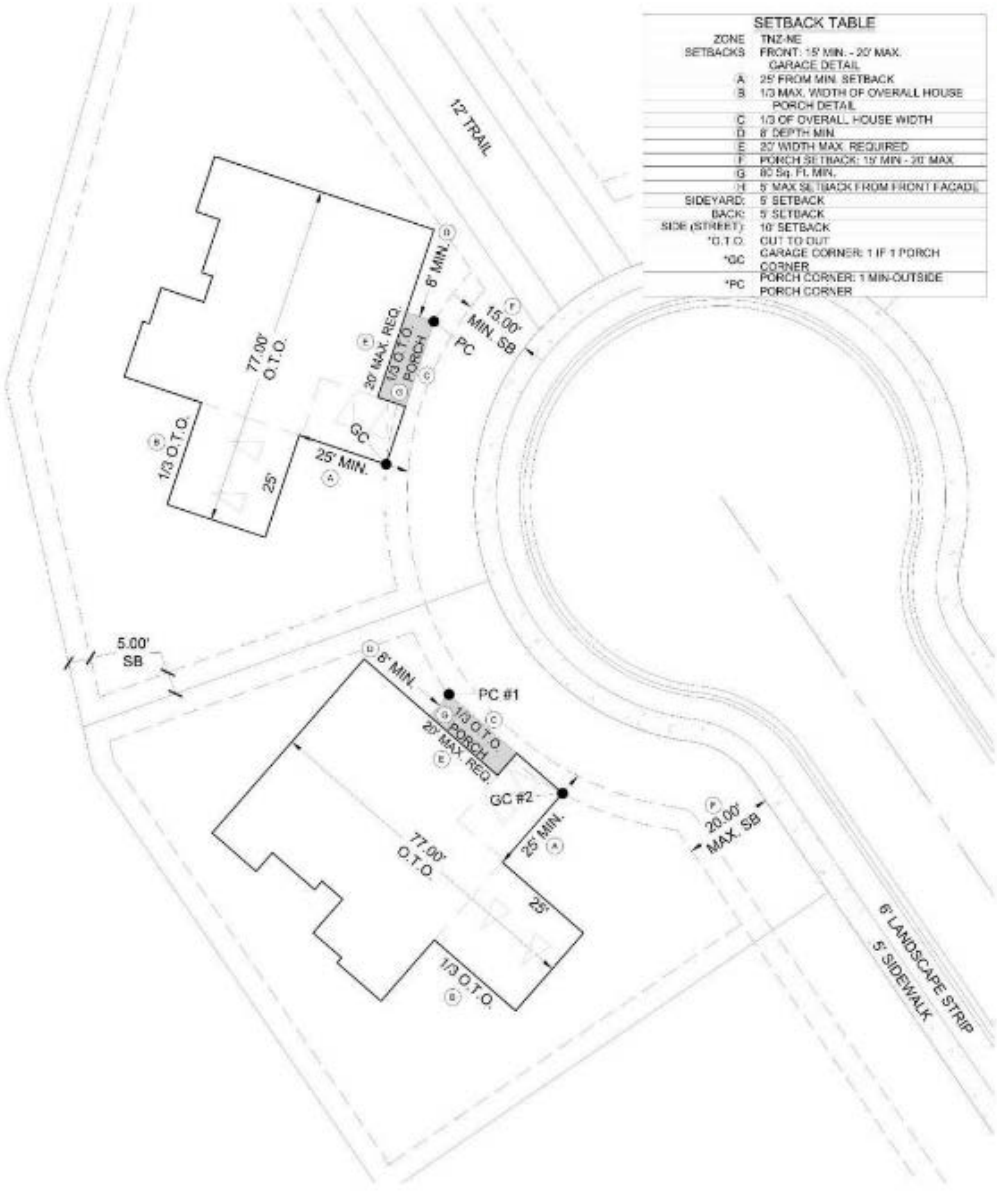


EXHIBIT - 15

AMENDMENT #2

DESERT COLOR - ZONING PLAN

A-15

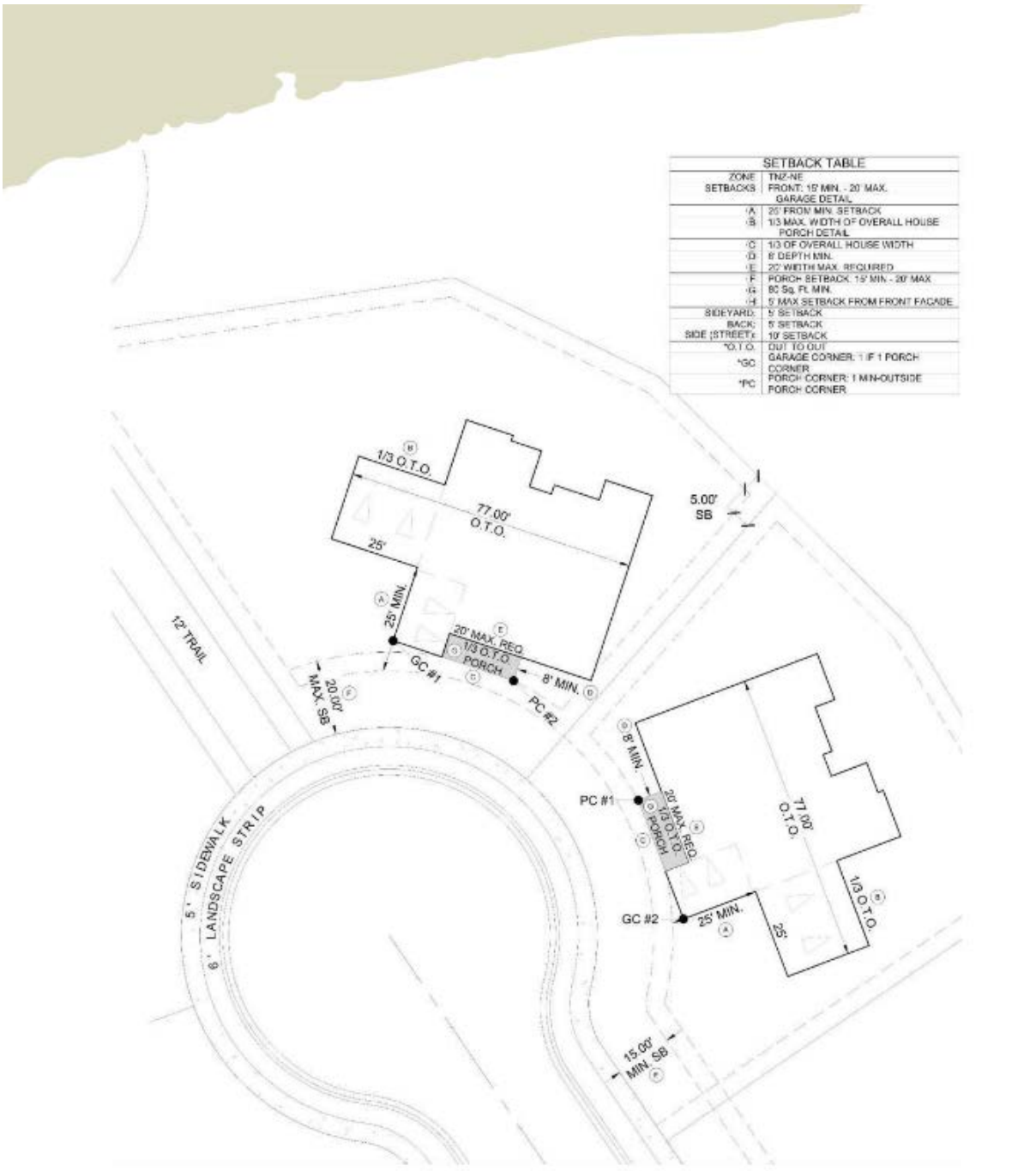


EXHIBIT - 16

A-16

AMENDMENT #2
DESERT COLOR - ZONING PLAN

DRAFT

Agenda Item Number : 05

Request For Council Action

Date Submitted	11/10/2020 04:03 PM
Proposed City Council Date	11/19/2020
Applicant	Jon Jensen
Subject	Consider approval of an ordinance changing the zone from R-1-10 (single-family residential, 10,000 sq. ft. minimum lot size) to PD-R (Planned Development Residential) on approximately 24 acres generally located on the west side of the intersection of Canyon View Drive and Gap Canyon Drive.
Background	In 2007, a development agreement was approved between the developer and the City. The development at the time was called “The Lakes”. The name has since changed to “Divario”. An updated development agreement was approved in 2014 which actually set forth the parameters of the development, planning areas, etc. The applicant proposes to build four (4), 3-story multi-family buildings with a total of 216 units.
Proposed Resolution	The Planning Commission held a hearing on October 27, 2020 with a 5-0 vote.
Cost	$
Action Taken	
Requested by	Dan Boles
File Attachments	cc2020-zc-040divariopa3withexhibits111020160330.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	N/A **Amount:**

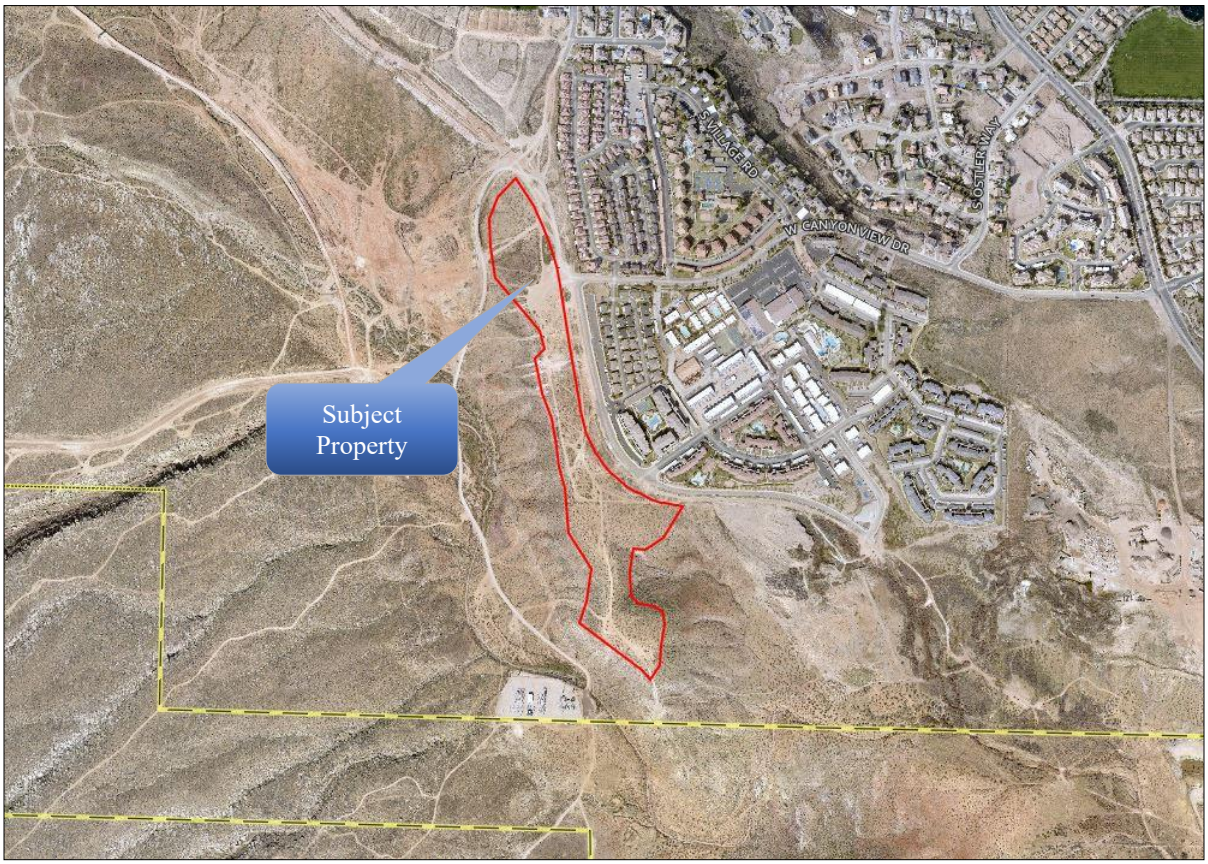
St.George
Community Development

ZONE CHANGE

PLANNING COMMISSION AGENDA REPORT: 10/27/2020
CITY COUNCIL AGENDA REPORT: 11/19/2020

Zone Change
Rilassante at Divario (Divario Planning Area (PA) 3)
Case No. 2020-ZC-040

Request:	Consider a Zone Change from R-1-10 (Residential Single Family, 10,000 sq ft minimum lots) to PD-R (Planned Development Residential)
Applicant:	D2 Design Build
Representative:	Jon Jensen
Area:	24.11 Acres
Location:	The property is generally located on the west side of the intersection of Canyon View Drive and Gap Canyon Pkwy.



Current Zone: R-1-10 (Residential Single Family, 10,000 sq ft minimum lots)

General Plan: MDR (Medium Density Residential – up to nine units per acre)

Background:
The property was annexed as part of the Plantations Land in 1994. A PD (Planned Development) was approved on at least two separate occasions, but upon failure to construct, expired and reverted back the R-1-10 zoning (current zoning). In 2007, a development agreement was approved between the developer and the City. The development at the time was called "The Lakes". The name has since changed to "Divario". An updated development agreement was approved in 2014 which actually set forth the parameters of the development, planning areas, etc.

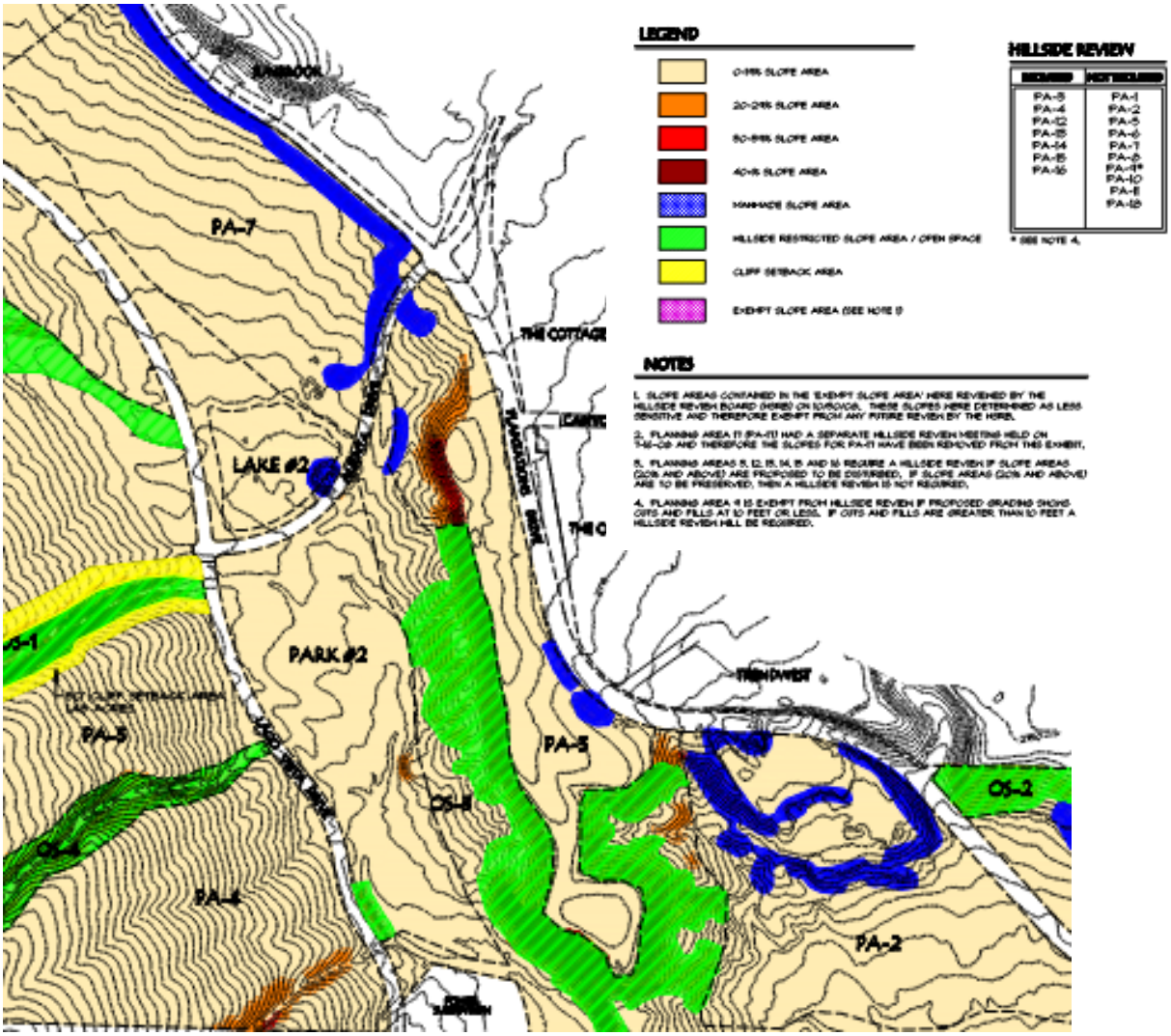
Proposed Site Details:
The site is free from any buildings but has been used over the years as an area to get onto trails that extend to the west of the subject property and is adjacent to Gap Canyon Pkwy (formerly known as Plantations Drive). The proposed site depicts four buildings each three stories in height. Each building as proposed would contain 54 units for a total of 216 units. Over the 24-acre site comes to a total of nine units per acre, complying with the maximum density allowed in the Medium Density category of the general plan. There is some significant terrain on the property which the applicant has done their best to avoid. More is said below about the hillside requirements.

Parking: Under section 10-19-4(A)(4) of the St. George zoning code, each unit is required to provide two parking stalls, one of which must be covered, plus one stall for every three units for guest parking. With 216 units, this would yield a total requirement of 504 stalls (2x216=432+72 guest stalls). 216 of the stalls must be covered. The site plan shows a deficiency in parking stalls. However, as of the writing of this report, the applicant has indicated a willingness to comply with the parking requirements and is working on revising the site plan.

Elevations: As previously discussed, the site depicts four, three-story buildings (39'5" tall each) which complies with the standards found in the code which sets the maximum height at 40' in a PDR. The materials to be used are four colors of EIFS (stucco) and brick. The materials and colors have been chosen to complement each other.

Landscaping/Amenities: The site is required to maintain a minimum of 30% landscaping/open space. The site has been designed with 17% formal landscaping. Additionally, the site is proposing to utilize open, undisturbed areas which the development agreement allows. The total of the 24 total acres to be left undisturbed or landscaped would be 74%. At the outset of the approval of the Lakes development, 30% of the land was set aside for open space. the development agreement allows a planned area, such as this one, to use some of that set aside open space if needed. In this case, the developer is providing the necessary open space on site. Additionally, a multi-family development must provide usable recreation areas, in this case at least 42,200 sq ft. The site depicts three pickleball courts, a bocce ball facility, a pool, a surf pool and club house. The details on all of the amenities and landscaping will be reviewed at the time of site plan.

Hillside Review: The entire Divario site was reviewed by the Hillside Review Board (HSRB) as part of the initial approvals. In so doing, the designated some areas as okay to develop, some that needed further review in the future and some that would be okay to develop if they weren't encroaching into 20% or greater slope. PA 3 falls into the third category. The applicant is keeping out of the 20% slope area and therefore will not need further review by the HSRB.



Staff Comments: Staff has had a concern about the project is the scale and how it relates to its surroundings. Across Gap Canyon Pkwy adjacent to the southern portion of the property is Estancia which has four story, clustered buildings. The two proposed buildings on the south fit in with the existing development. To the north of Estancia is a subdivision with single- and two-story, single-family homes. The applicant could do a townhome style product on the northern portion of the property, however, the reason for going higher is to cluster the development and provide more open space as opposed to doing a townhome product that would spread out and disturb more land. Staff recommends that the Planning Commission weigh the benefits and costs

of going vertical as proposed as opposed to horizontal; more open space versus lower profile spread out development.

PC Hearing:
On October 27, the Planning Commission held a hearing on the proposed zone change. At the public hearing they had nine people speak either in person or via Zoom. The bulk of the public comment centered around the amount of traffic already in the area and how this will negatively affect traffic. There was also some discussion regarding the massing of the building and that it will take away views, etc. The Planning Commission recommended approval of the application on a 5-0 vote.

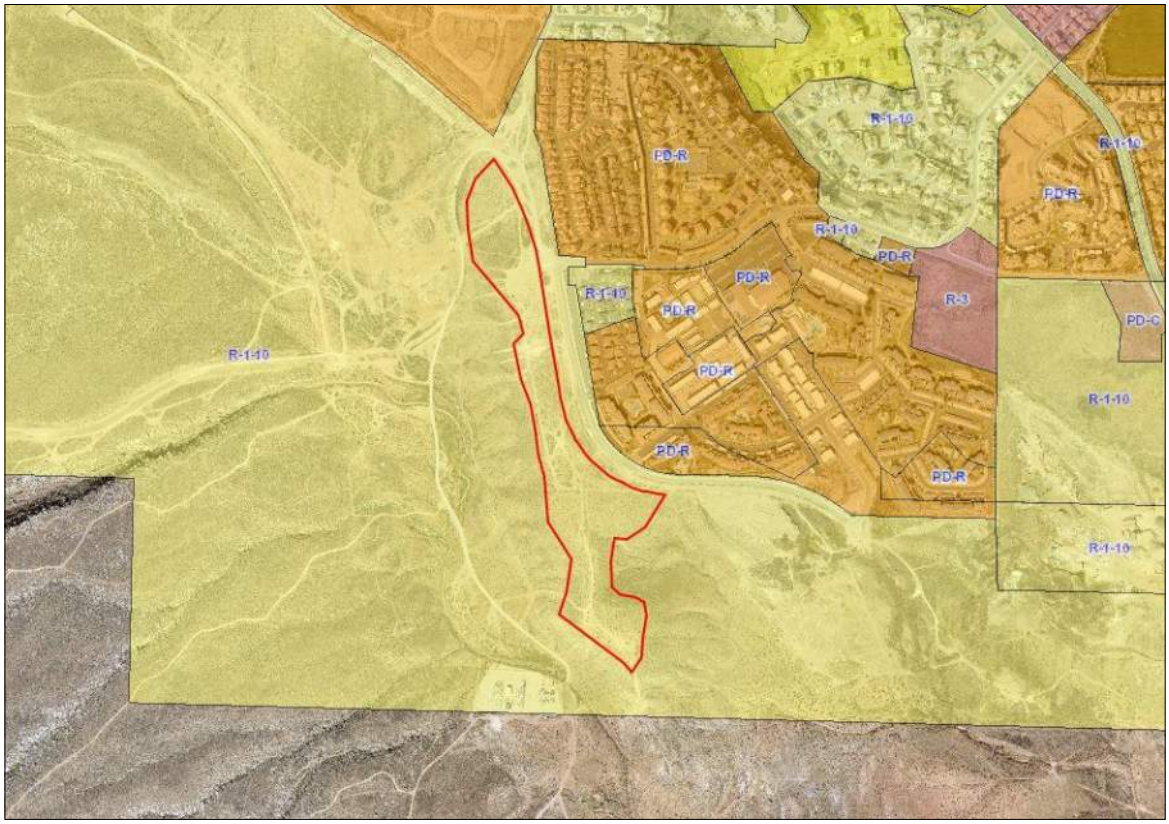
Alternatives:

1. Approve as presented.
2. Approve with conditions.
3. Deny the proposal.
4. Table the proposed zone change amendment.

Findings for Approval:

1. The proposed amendment meets the requirements of section 10-7F of the zoning code.
2. The applicant has stated that they will revise the site to meet the minimum parking requirements.

Current Zoning



General Plan

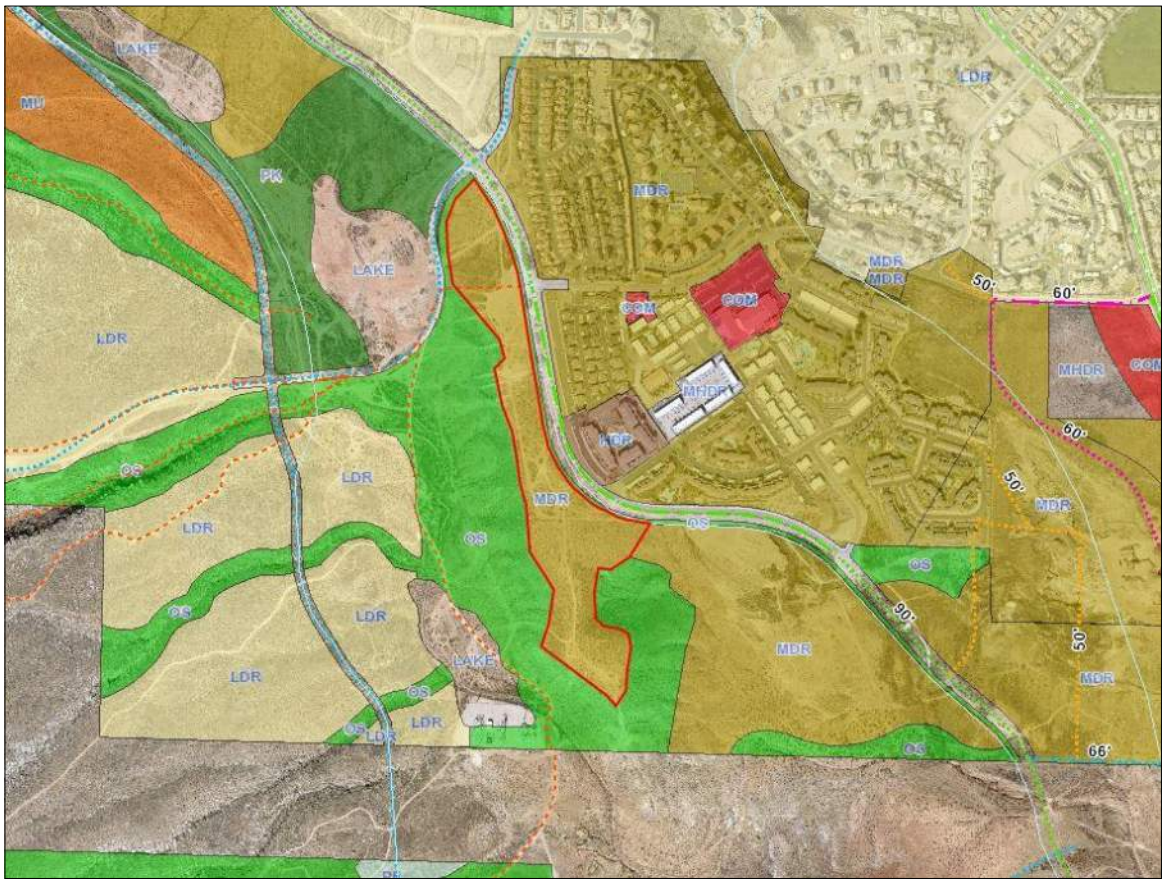


EXHIBIT A

APPLICANT NARRATIVE

PLANNED DEVELOPMENT INITIAL ZONE CHANGE
Re: DIVARIO PA-3

Detailed Narrative of the Proposed Development of the Entire Property

D2 Design Build is a developer design and build firm that owns and operates the products and projects we build. We have 45 years of development and building experience in Northern Utah. D2 Design Build is our Southern Utah branch of Davies Design Build. Award winning parade home builder and commercial developer.

It has come to our attention that our concept is a possible deviation from what would traditionally be designed for an MDR. Our reasons hopefully are sound and worthy of your consideration.

Primarily, our Divario PA-3 concept is designed to minimize total disturbed area; partially due to our awareness of our neighbors and the difficulty of existing topography. By clustering the project into less buildings (four apartment buildings) we are able to avoid large earth moving endeavors which reduces dust and disturbance of the area. We were able to move our project to the south a bit to stay farther away from the single family units that are nearby. This project also allows additional native landscape space and open space to help the project feel attractive and natural in the area. Overall, we feel doing a single owner smaller footprint project will protect the look and feel of the project, lessen and reduce total disturbed land, and help lessen the impact to the existing residents and guests. This is why we prefer to build this product instead of townhomes. Townhomes will increase total earth moving requirements with less massing.

Divario PA-3 is planned to be a four building three story project with a club house, dive pool, surf machine pool(s), children's play area, pickleball courts, and a sport court.

The surf machine pool is a new innovation we are excited to bring to Southern Utah. We hope this creates a unique attribute, fun environment, and a positive contribution to both the project and the community. We desire to have a balance of enjoyable, relaxing, and inviting project to give those that desire to relax in a nice space to do that. For those that are looking for some low to medium impact activities pickleball and basketball may be a good fit. For those looking to try new things and get their surf on, we hope they feel a bit of excitement riding a wave.

The undeveloped portions of the property are to be used for desert native scape, landscape, and amenity space. We would hope to leave the native areas as is. Future concepts, depending on the market, development around this area, may allow for new enhancements to the project. Possible trails, expansion of amenities, star gazing pads, or other concepts acceptable to the city and community.

Each building has a total of 52 units.

Total project has 216 units.

The property has an underlying MDR Land Use designation that allows for a maximum of 9 units per acre.

The project is utilizing colors, materials, and architectural features to help flow with the architectural style of the area and existing landscape.

We feel that our relatively low impact/ low total acreage disturbance is a good balance between maximizing the total allowable units in an MDR area and minimizing impact to the area. It allows for a more in-harmony utilization to the surrounding limits due to property configuration to roads, topography, and neighbors.

Traffic for a four building apartment project could be similar to 216 townhomes. It possibly could be less during normal hours due to people's work schedules. During peak hours, expectedly when people are coming and going to work, the impact might be the most. Knowing additional major roads are planned in the foreseeable future, this will alleviate congestion and impact on existing roads.

Our neighboring communities consist of single-family units to the northeast of us. Directly east of us we have similar products that are similar in size, massing, and architecture as to our proposed project.

We intended on fulfilling this project to completion. We pride ourselves in building above market quality projects due to our long-term investment business model and our commitment to designing beautiful buildings.

PLANNED DEVELOPMENT INITIAL ZONE CHANGE
Re: Rilassante at Divario

Detailed List of Proposed Uses

Residential Apartment Units	= 216
Club House	= 1
Pools	= 1
Surf Machine Pool	= 1
Pickleball Courts	= 2
Sport Court	= 1
Community Garden	= 1
Children's Play Area	= 1

EXHIBIT B

PROPOSED SITE

COLORED SITE PLAN
RILASSANTE AT DIVARIO,
ST. GEORGE, UTAH

LOCATED IN SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

PROJECT TOTALS

TOTAL AREA = 1,050,172 SQ. FT. = 24.11 ACRES	100 %
TOTAL DISTURBED OPEN SPACE AREA = 157,531 SQ. FT. = 3.62 ACRES	15.0 %
TOTAL UNDISTURBED NATURAL LANDSCAPE OPEN SPACE AREA = 402,254 SQ. FT. = 9.23 ACRES	38.3 %
TOTAL LANDSCAPED COMMON AREA = 185,846 SQ. FT. = 4.27 ACRES	17.7 %
TOTAL IMPROVED AMENITY AREA = 11,782 SQ. FT. = 0.27 ACRES	1.1 %
TOTAL IMPERVIOUS AREA = 211,021 SQ. FT. = 4.84 ACRES	20.1 %
TOTAL BUILDING AREA = 81,738 SQ. FT. = 1.88 ACRES	7.8 %

= INDIVIDUAL TOWNHOME UNITS
TOTAL = 216 UNITS
4 - 3 STORY BUILDINGS

= STREET/PARKING AREA
TOTAL PARKING REQUIRED = 2 SPACES/UNIT + 1 SPACE/3 UNITS GUEST = 504
TOTAL PARKING PROVIDED = 2.3 SPACES/UNIT = 504

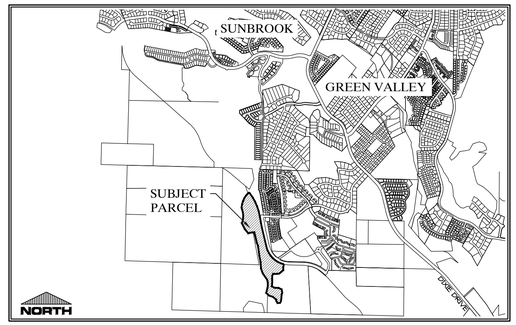
= LANDSCAPED COMMON AREA
= UNDISTURBED NATURAL LANDSCAPE COMMON AREA

= AMENITY AREAS
NATURAL OPEN SPACE
(HIKING, BIKING, WALKING TRAILS)

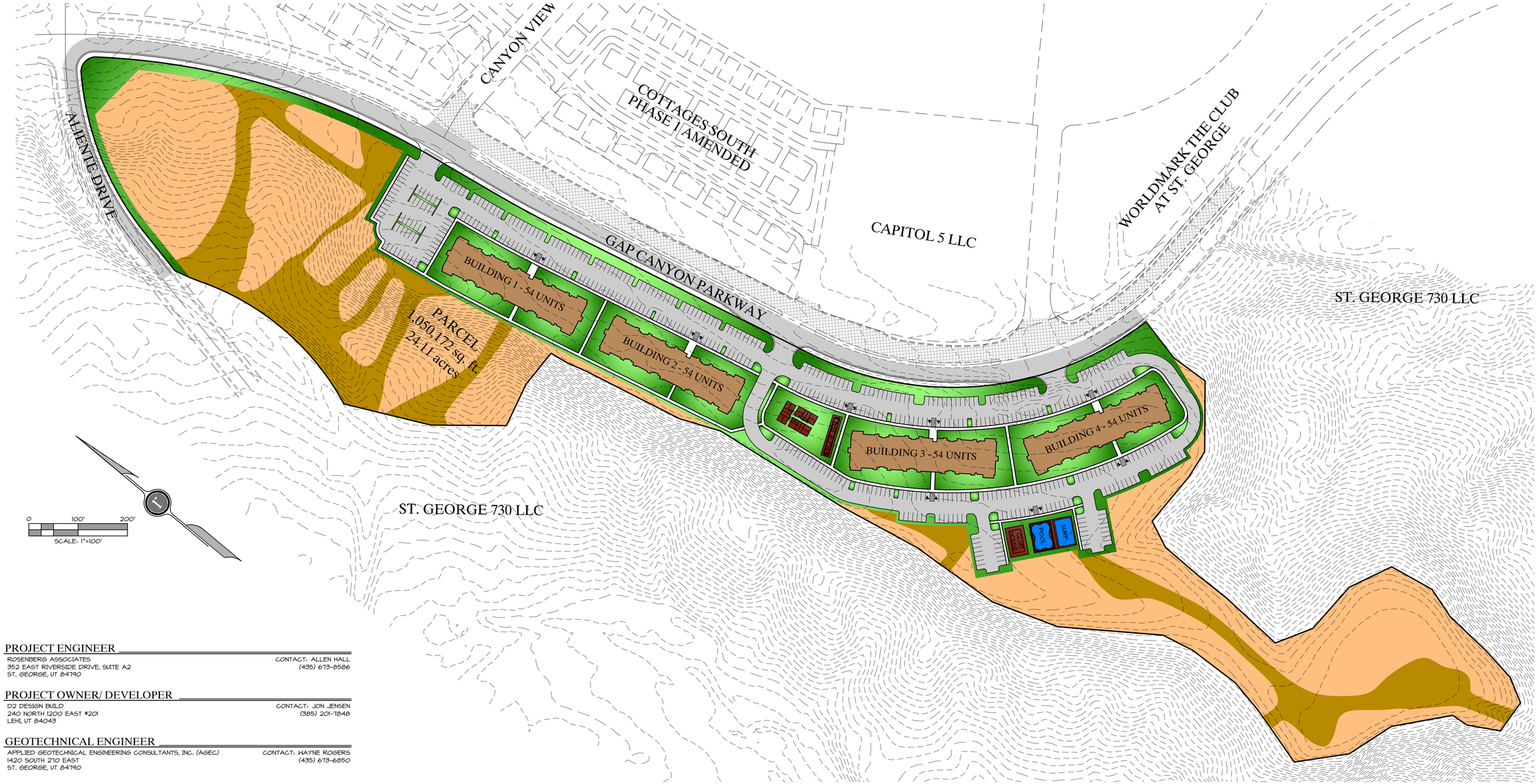
DEVELOPED OPEN SPACE
(CLUBHOUSE, POOLS, PICKLE BALL, BOCCE BALL)

PROJECT INFORMATION

ZONING - R-1-10 TO PD GENERAL PLAN - MDR	
TOTAL AREA	24.11 ACRES 1,050,172 SQ. FT.
PROJECT DENSITY	9.0 UNITS PER ACRE
PARCEL NUMBER SG-6-2-34-1008	



VICINITY MAP - GREEN VALLEY
WASHINGTON COUNTY, UTAH:



PROJECT ENGINEER

ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790
CONTACT: ALLEN HALL
(435) 673-8586

PROJECT OWNER/ DEVELOPER

D2 DESIGN BUILD
240 NORTH 1200 EAST #201
LEHI, UT 84043
CONTACT: JON JENSEN
(385) 201-7848

GEOTECHNICAL ENGINEER

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. (AGEC)
1420 SOUTH 270 EAST
ST. GEORGE, UT 84790
CONTACT: WAYNE ROGERS
(435) 673-6850

DATE: 10/22/20
JOB NO.: 1286-20-038
DESIGNED BY: AMH
CHECKED BY:
DWG: Pre Site
DATE
REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

COLORED SITE PLAN
FOR
RILASSANTE AT DIVARIO
ST. GEORGE
UTAH

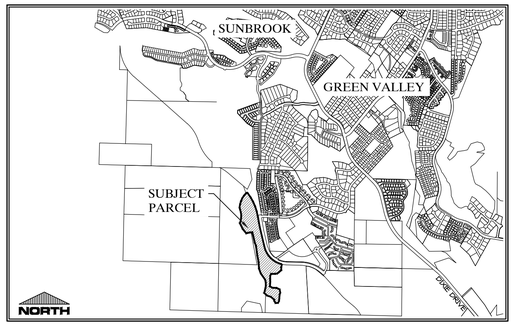
SHEET
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1 OF 1 SHEETS

PROJECT TABLE

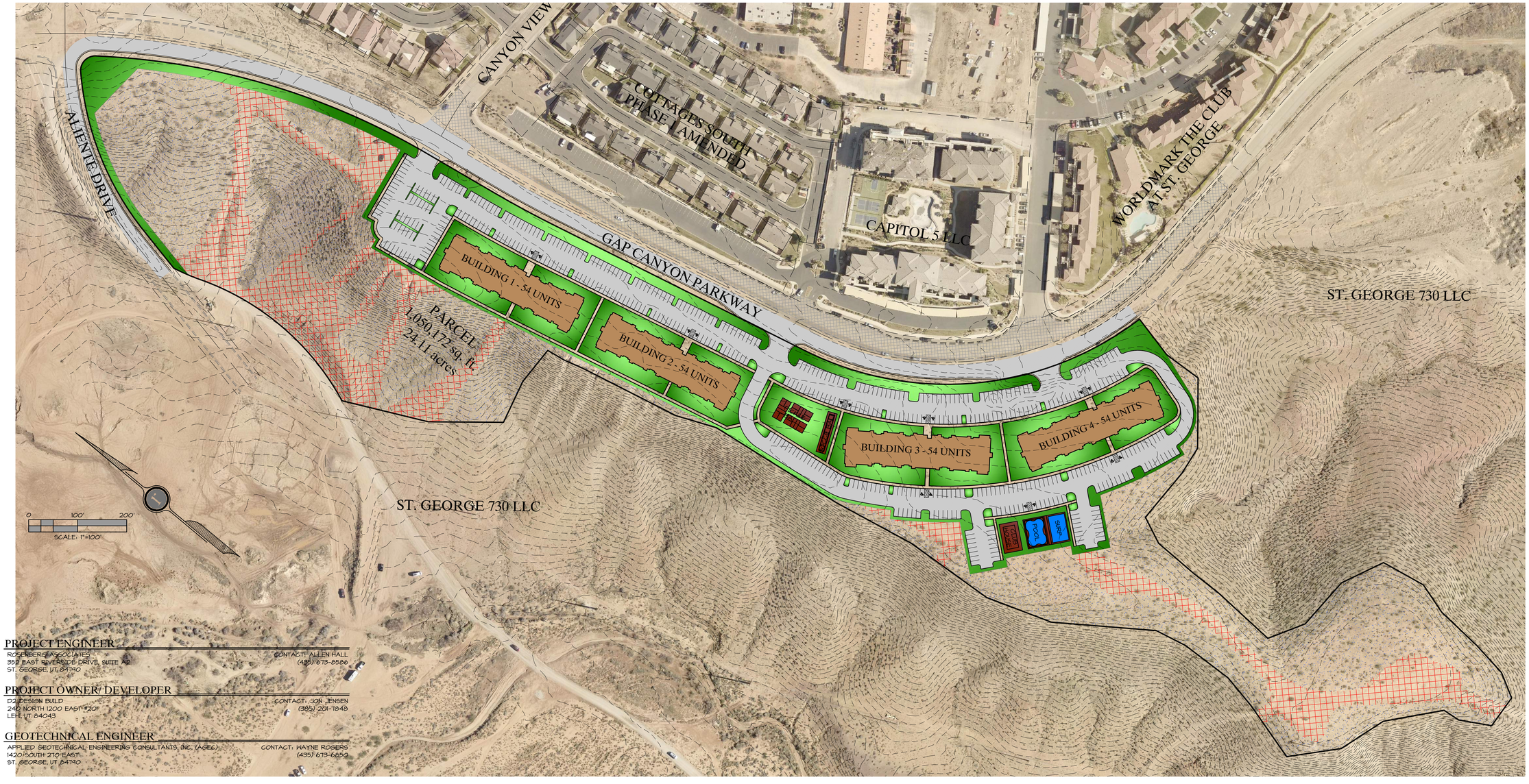
PROJECT ELEMENT	PROJECT PERCENTAGE
= BUILDING AREA	81,738 SQ. FT. = 7.8%
= STREET/PARKING AREA	211,021 SQ. FT. = 20.1%
= LANDSCAPED COMMON AREA	185,846 SQ. FT. = 17.7%
= UNDISTURBED NATURAL LANDSCAPE COMMON AREA	402,254 SQ. FT. = 38.3%
= PREVIOUSLY DISTURBED COMMON AREA	157,531 SQ. FT. = 15.0%
= DEVELOPED AMENITY AREA	11,782 SQ. FT. = 1.1%
TOTAL LANDSCAPED COMMON AREA = 588,100 SQ. FT. = 56% OF SITE	

OPEN SPACE EXHIBIT
RILASSANTE AT DIVARIO, ST. GEORGE, UTAH

LOCATED IN SECTION 34, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.



VICINITY MAP - GREEN VALLEY
WASHINGTON COUNTY, UTAH:



PROJECT ENGINEER

ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT. 84790
CONTACT: ALLEN HALL
(435) 673-8586

PROJECT OWNER/ DEVELOPER

D2 DESIGN BUILD
240 NORTH 1200 EAST #201
LEHI, UT 84043
CONTACT: JON JENSEN
(385) 201-1848

GEOTECHNICAL ENGINEER

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC. (AGEC)
1420 SOUTH 210 EAST
ST. GEORGE, UT 84790
CONTACT: WAYNE ROGERS
(435) 673-8059

DATE: 10/22/20
JOB NO.: 1286-20-038
DESIGNED BY: AMH
CHECKED BY:
DWG: Pre Site
REVISIONS DATE

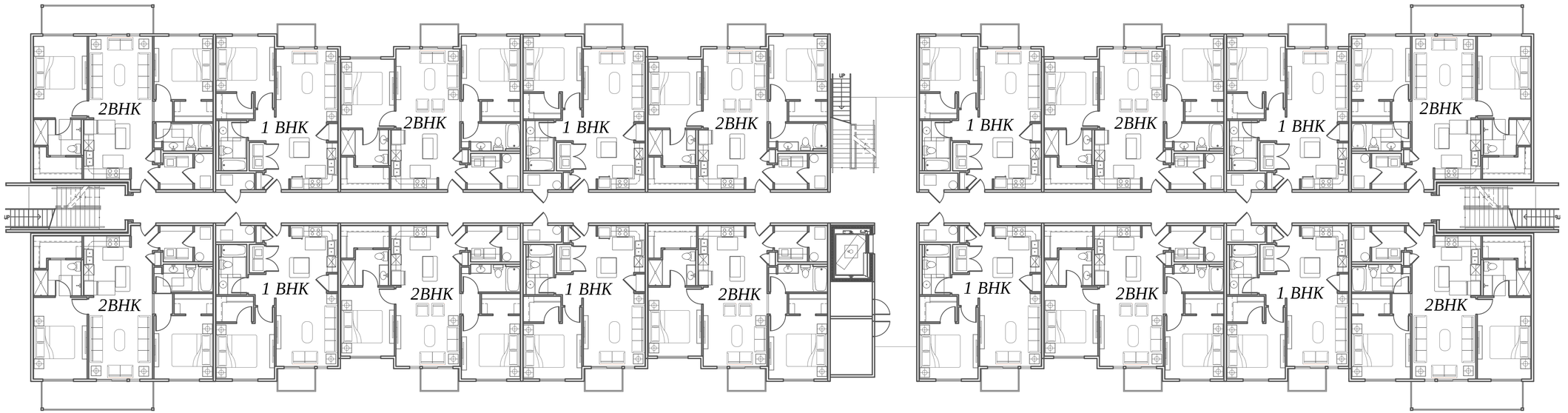
ROSENBERG ASSOCIATES
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352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

OPEN SPACE EXHIBIT MAP
FOR
RILASSANTE AT DIVARIO
ST. GEORGE
UTAH

SHEET
1
1 OF 1 SHEETS

EXHIBIT C

PROPOSED ELEVATIONS, RENDERINGS & MATERIALS



BUILDING FLOOR PLAN
SCALE: 1/16" = 1'-0"



CONCEPTUAL FRONT ELEVATION
SCALE: 1/16" = 1'-0"



CONCEPTUAL SIDE ELEVATION
SCALE: 1/16" = 1'-0"

DIVARIO BUILDING CONCEPTUAL PLAN & ELEVATION

DIVARIO CONCEPTUAL PLAN
16/10/2020

VIHAR FADIA ARCHITECTS & ENGINEERS
□IHA□ FADIA A□CHI□EC□□& E□GI□EE□□


















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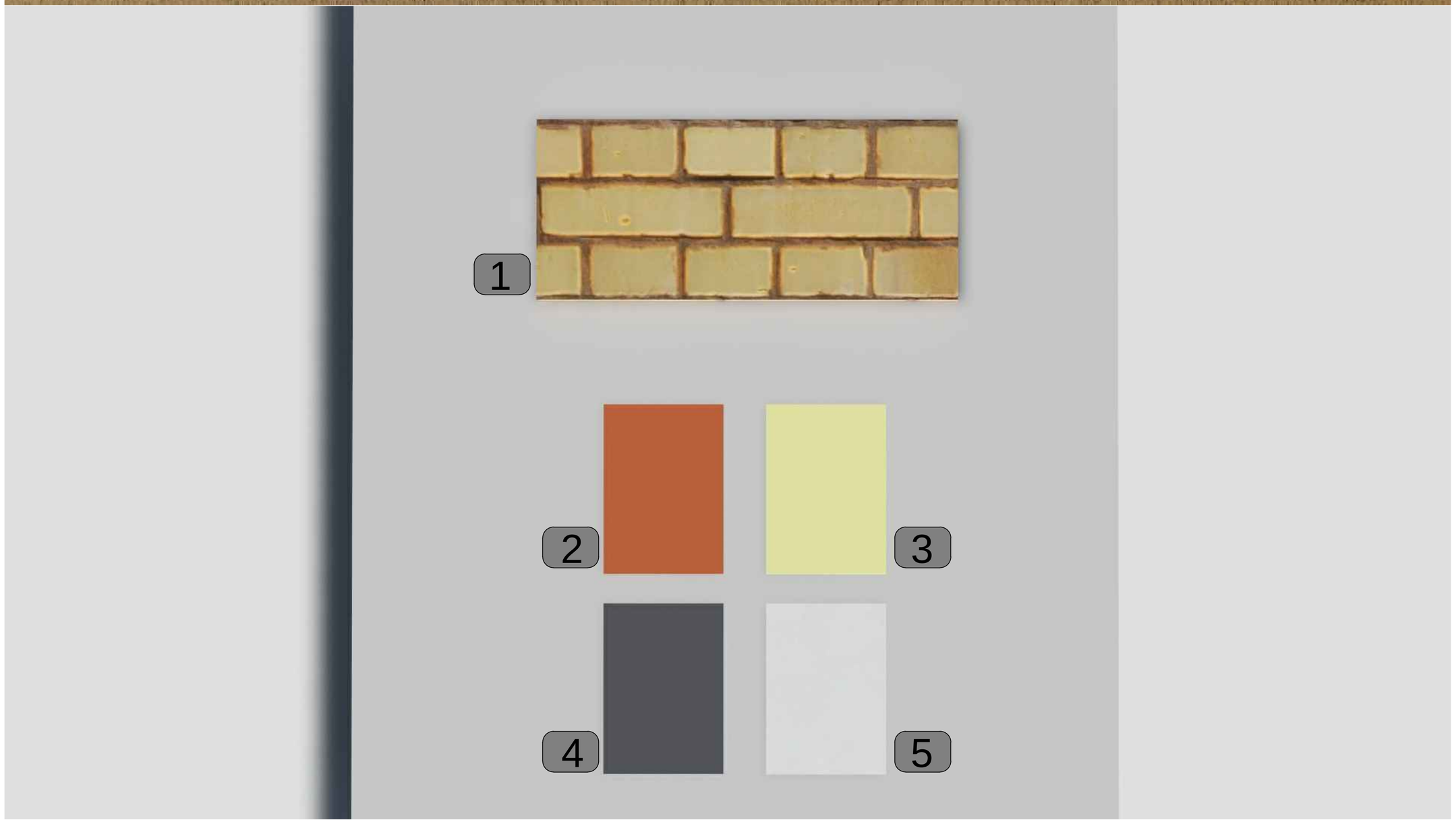

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EXHIBIT D

LETTERS FROM PUBLIC

St.George
THE BRIGHTER SIDE

Daniel Boles <daniel.boles@sgcity.org>

zoning change

1 message

Marcy Barlow <mebarlow589@gmail.com> Thu, Oct 22, 2020 at 1:06 PM
To: daniel.boles@sgcity.org

Mr. Boles and Members of the Planning Commision

I have had a home in St. George for16 years or so - though my main residence is in Farmington, Ut. You may know that as a second residence owner, I pay double the property taxes though I do not use the schools, much water, hardly any garbage service or libraries and thankfully never the police or the fire department.

I mention this because each time I come to our beautiful city. I am astounded at the growth.
As a planning commission I am amazed you have not announced a moratorium on building permits for a while and used the money so many second homeowners are pouring into your city coffers, to build . . . I don't know . . . .roads or more public swimming places or a bigger domestic violence shelter or LOW income housing -------- I am guessing you have ideas.

I do not know how you are resolving the water issues that certainly plague any of the lovely desert cities in the West. I guess we can't just keep building and building forever..

I understand there is a zoning change request for multi-unit housing in the Sunbrook area --- how about if you as a commission just say No. Or no until another exit or two are added to that area. The building in that community is already crowding the one exit street.

There is no end of land there in St George -- that is for sure. Do we need to build upon every spot of ground we see? Where is the WATER coming from?

Are the developers also coming up with water solutions??
Are planning commissioners and city council members benefiting from land sales? I know that is a cheap shot, but I can't believe the continual building growth - it feels irresponsible considering the **WATER.**

Thanks for listening

Marcy E Barlow
45 East Emeraud Drive
St George, Utah

St.George
THE BRIGHTER SIDE

Daniel Boles <daniel.boles@sgcity.org>

Re zone Divario

1 message

JEFF CHATELAIN <jpc6161@msn.com> Wed, Oct 21, 2020 at 9:22 AM
To: "daniel.boles@sgcity.org" <daniel.boles@sgcity.org>

Regarding the request from the developer to rezone Sevario and add additional housing units on Canyonview Drive and gap… This is getting out of hand that Divario project is adding undue stress to the Already congested roadways and the quiet subdivisions that we have enjoyed for many years ..granted development is a given ..however the request to add additional multi family units … Should not be considered… Thank you

Jeff Chatelain
801-550-5388

St.George
THE BRIGHTER SIDE

Daniel Boles <daniel.boles@sgcity.org>

Proposed Divario Zoning Change

1 message

jh <johnhisey@gmail.com> Wed, Oct 21, 2020 at 10:49 AM
To: "daniel.boles@sgcity.org" <daniel.boles@sgcity.org>
Cc: Kimberly Graff <Kimberly@camutah.com>

Dear Planning Commission,

Being a homeowner in the Sunbrook Communities I was just made aware of the proposed increase to the zoning density in the Divario development adjacent to our neighborhood. I don't believe this proposal is in the best interest of our City.

I have several concerns related to such a dramatic increase in the density, the primary being the increased traffic. The traffic is already slated to increase as the already zoned new homes are built. Some considerations for the commission to review in this regard are the following:

1. The traffic study should be revised based on the proposed increase and the results published so the community is given opportunity to review
2. Require the developer to complete construction of Plantations Drive to connect to Dixie as part of the zoning change.
3. Prevent and/or divert construction traffic and all future Divario traffic from the surface streets such as Canyon View and Alienta Drive. Traffic has already increased in these areas due to the Estancia and The Lofts developments and the old Green Valley Spa property with event overflow parking along Canyon View.

Another concern is that multi-family development, while more profitable for the developers is not an asset to the community in this neighborhood. In my opinion, the City has already zoned enough land in the city as multi family so why add more?

Lastly, the Divario area has always been a special place for people to easily escape into nature, being so close to everything but yet adjacent to miles of raw BLM land. The proposed location for the multi family zoning change directly abuts this precious space. The commission really needs to ask if this is the place to build multilevel, multi family structures. I'm not aware of any other such dense development directly abutting BLM property in the City.

Thank you for considering my observations in this regard. I don't believe this zoning change is in the best interest of the citizens of St George in any way other than possible tax revenue.

Sincerely,

John Hisey
684 S Alienta Dr

St.George
THE BRIGHTER SIDE

Daniel Boles <daniel.boles@sgcity.org>

Divario Zone Change Notice

1 message

Ken Spelman <kenspelman@msn.com> Wed, Oct 21, 2020 at 3:06 PM
To: "daniel.boles@sgcity.org" <daniel.boles@sgcity.org>

Dear Mr. Boles,

I wanted to write to you in regards to the upcoming meeting to discuss changing the zoning made by D2 Design Build, Case No. 2020-ZC-040.

I am a homeowner in the Sunbrook development. I want to go on record as being against the request. The Divario development is already huge and expanding it is just a money grab on their part. They knew the zoning status when the land was purchased and trying to change it after they have their development approval comes across as greedy and simply improper. The amount of traffic, noise, dirt/dust that this project is creating is more than enough for the surrounding neighborhoods. When part of Sunbrook Drive was recently repaired and traffic was detoured along Luce del Sol, the traffic went right by my house (I live on the corner of Luce del Sol and Azzurro Drive). Traffic started getting heavy at 5:30am, was very noisy (it would wake us up), the dust picked up significantly and the speed that some of the cars and trucks drove were dangerously fast. While I was lucky that this was only for 1 week, I can't imagine what that traffic is like along Sunbrook Drive. And the Divario project is still in its' early stages (It's only going to get worse until another road is built to access the project). I shudder to think about what it will be like when the project is further along and they need to do repair work on Sunbrook Dr again.

We don't need to add another 216 units to this project. The developer should have addressed this back when they submitted their original application. Besides a small amount of tax revenue, what's in this for St George? Why make things worse for the surrounding neighborhoods?

Please let all members of the Planning Commission that I am totally against this proposal.

Thank you for your time and consideration.

Ken Spelman
2115 Azzurro Dr
St George, UT 84770

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM R-1-10 (RESIDENTIAL SINGLE-FAMILY, 10,000 SQ FT MINIMUM LOT SIZE) TO PD-R (PLANNED DEVELOPMENT RESIDENITAL) ON APPROXIMATELY 24.11 ACRES LOCATED GENERALLY ON THE WEST SIDE OF THE INTERSECTION OF CANYON VIEW DRIVE AND GAP CANYON PKWY.

(*Rilassante at Divario – Planning Area 3)*

WHEREAS, the property owner has requested a zone change from the R-1-10 (residential single-family, 10,000 sq ft minimum lot size) zone to the PD-R (Planned Development Residential) zone on approximately 24.11 acres, to allow for the construction of four multi-family buildings containing a total of 216 units, and to approve elevations and site layout for the site that is generally located at the west side of the intersection of Canyon View Drive and Gap Canyon Parkway; and

WHEREAS, the Planning Commission held a public hearing on this request on October 27, 2020; and

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

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment to the PD-R (Planned Development Residential) zone, on 24.11 acres, located generally at the west side of the intersection of Canyon View Drive and Gap Canyon Parkway. The zone change amendment is more specifically described in Exhibit “A,” attached hereto and incorporated herein. The Planned Development Residential project is approved, including the conceptual layout, building design, colors and materials, landscaping, and parking. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

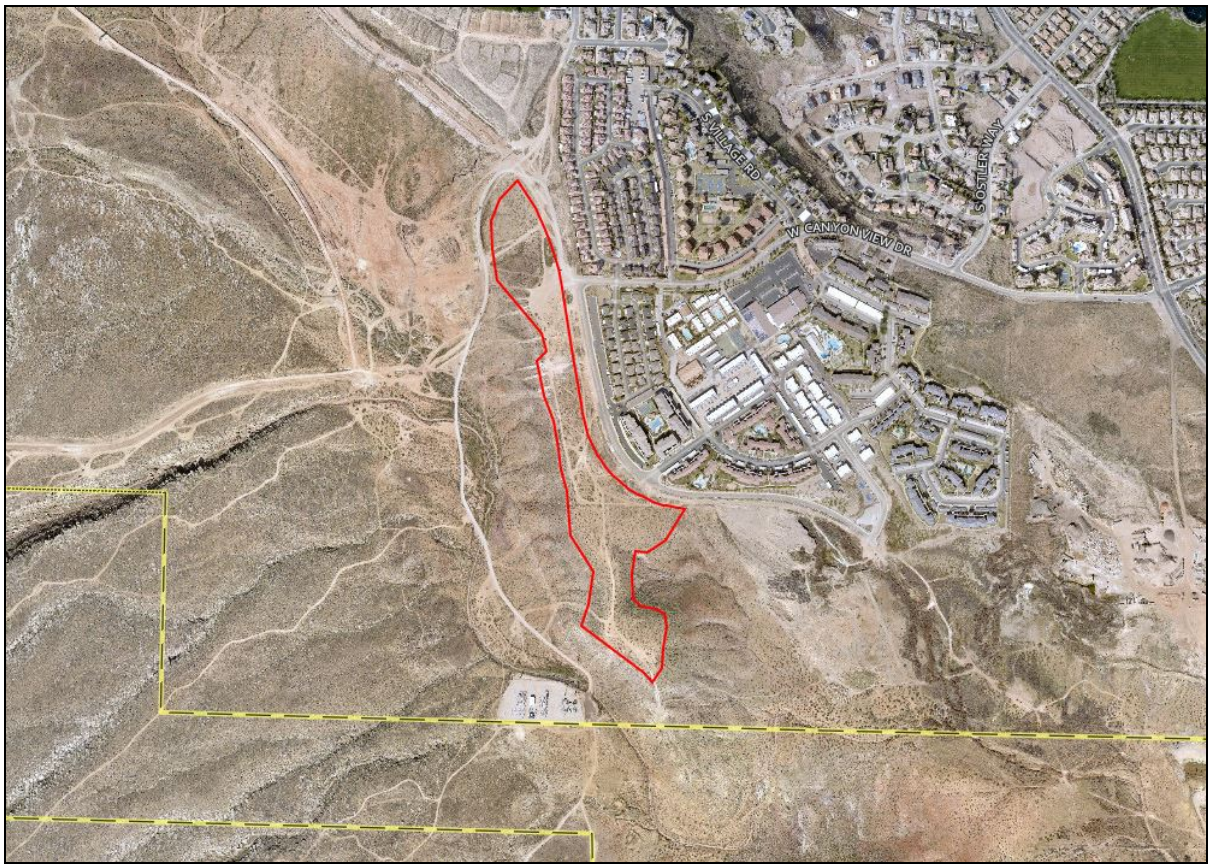
APPROVED AND ADOPTED by the St. George City Council, this 19th day of November, 2020.

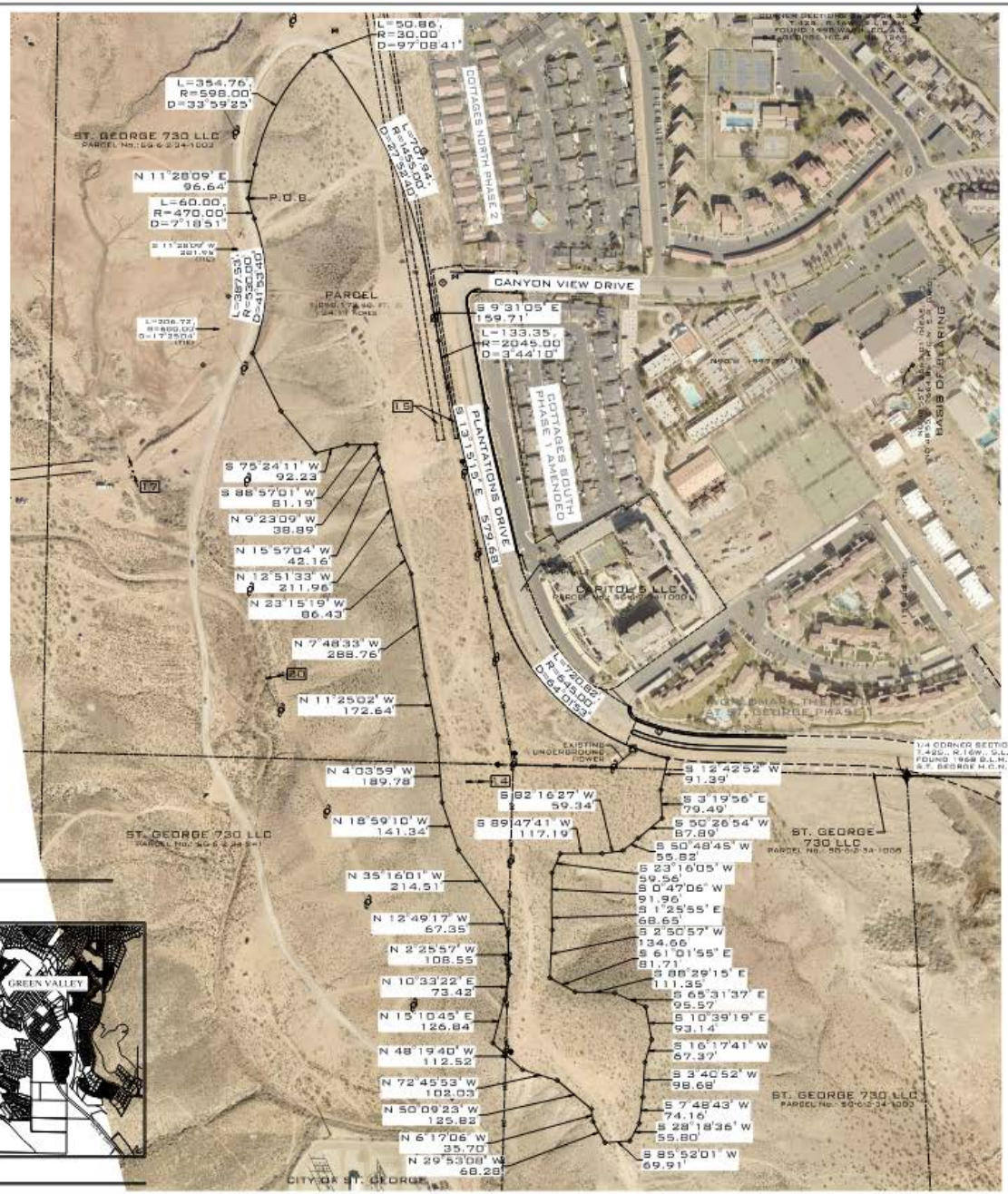
_____
Jonathan T. Pike, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”





NARRATIVE:

This survey was conducted at the request of the client to provide an ALTA/NSPS Land Title Survey. The basis of bearing is the section line between the Northeast and East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base & Meridian.

SURVEYOR'S CERTIFICATE:

I, Brandon L. Anderson, certify to Sandbox Development, LLC, a Nevada Limited Liability Company; St. George, 730 LLC, a Nevada Limited Liability Company; Southern Utah Title & Old Republic National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, including no items of Table A. The field work was completed on June 14, 2019.

DATE: 6.17.19

Brandon L. Anderson — Certificate No. 4932776

LEGAL DESCRIPTION:

Commencing at the Quarter corner common to Sections 34 and 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian; thence North 00°48'59" East 1,158.00 feet along the section line; thence West 1,997.75 feet to a point on the Easterly line of Agenta Drive, thence Northerly along said Agenta Drive, a distance of 206.72 feet along the arc of a 680.00 foot radius, non tangent curve to the left (radius bears North 61°09'47" West) through a central angle of 17°25'04" to a point of tangency; thence North 11°28'09" East 201.95 feet along Agenta Drive to the Point of Beginning and continuing;

Thence North 11°28'09" East, a distance of 96.64 feet to a point of curvature;
Thence northeasterly, a distance of 354.76 feet along the arc of a 598.00 foot radius curve to the right through a central angle of 33°59'25" to a point of compound curvature;
Thence Easterly, a distance of 60.86 feet along the arc of a 30.00 foot radius, compound curve to the right through a central angle of 97°08'41" to a point of compound curvature and a point on the Southwesterly line of Plantations Drive thence Southeast along said Plantations Drive the following five (5) courses:
Thence Southeasterly, a distance of 700.84 feet along the arc of a 1,455.00 foot radius, compound curve to the right through a central angle of 27°35'20" to a point of tangency;
Thence South 09°31'05" East 159.71 feet to a point of curvature;
Thence Southerly, a distance of 133.35 feet along the arc of a 2,045.00 foot radius curve to the left through a central angle of 03°44'10" to a point of tangency;
Thence South 13°15'15" East 579.68 feet to a point of curvature;
Thence Southeasterly, a distance of 720.82 feet along the arc of a 658.00 foot radius curve to the left through a central angle of 62°46'53";
Thence leaving Plantations Drive and running South 12°42'52" West 91.39 feet;
Thence South 03°19'56" East 79.49 feet;
Thence South 50°26'54" West 87.89 feet;
Thence South 50°48'45" West 55.82 feet;
Thence South 23°16'05" West 59.56 feet;
Thence South 89°47'41" West 117.19 feet;
Thence South 82°16'27" West 59.34 feet;
Thence South 01°25'55" East 68.65 feet;
Thence South 02°50'57" West 134.66 feet;
Thence South 61°01'55" East 81.71 feet;
Thence South 88°29'15" East 111.35 feet;
Thence South 65°31'37" East 95.57 feet;
Thence South 10°39'19" East 93.14 feet;
Thence South 16°17'41" West 67.37 feet;
Thence South 03°40'52" West 98.68 feet;
Thence South 07°48'43" West 74.16 feet;
Thence South 28°18'36" West 55.80 feet;
Thence South 85°52'01" West 69.91 feet;
Thence North 29°53'08" West 68.28 feet;
Thence North 06°17'06" West 35.70 feet;
Thence North 50°09'23" West 125.82 feet;
Thence North 72°45'53" West 102.03 feet;
Thence North 48°19'40" West 112.52 feet;
Thence North 15°10'45" East 126.84 feet;
Thence North 10°33'22" East 73.42 feet;
Thence North 02°25'57" West 108.55 feet;
Thence North 12°49'17" West 67.35 feet;
Thence North 35°16'01" West 214.51 feet;
Thence North 18°59'10" West 141.34 feet;
Thence North 04°03'59" West 189.78 feet;
Thence North 11°25'02" West 172.64 feet;
Thence North 07°48'33" West 288.76 feet;
Thence North 23°15'19" West 86.43 feet;
Thence North 12°51'33" West 211.96 feet;
Thence North 15°57'04" West 42.16 feet;
Thence North 09°23'09" West 38.89 feet;
Thence South 88°57'01" West 81.19 feet;
Thence South 75°24'11" West 92.23 feet;
Thence North 39°26'10" West 182.84 feet;
Thence North 36°07'16" West 181.50 feet;
Thence Northerly, a distance of 387.53 feet along the arc of a 530.00 foot radius, non tangent curve to the left (radius bears North 58°13'37" West), through a central angle of 41°53'40" to a point of reverse curvature;
Thence Northerly, a distance of 60.00 feet along the arc of a 470.00 foot radius, reverse curve to the right through a central angle of 07°18'51" to the Point of Beginning.

Containing approximately 1,890,172 square feet or 24.11 acres.

EASEMENTS AND SERVITUDES PER SCHEDULE B - SECTION 2:

14. Subject to a Right of Way Easement in favor of Progressive Investment Corporation, for an Easement with the right to effect, construct, install, use, operate, inspect, repair, maintain, relocate or remove electrical utility lines, and rights incidental thereto, as set forth in instrument recorded April 26, 1968, as Entry No. 331553, in Book 464, at Pages 601-602, Official Washington County Records. - PLOTTED

15. Subject to an Utility Easement in favor of the City of St. George, a Utah municipal corporation, for a perpetual easement with the right to erect, construct, install and lay, and thereafter to use, operate, inspect, repair, maintain, replace or remove public utility lines, together with such right of ingress and egress over the adjacent lands of the Grantor as may be reasonable and, wherever possible, along routes designated by Grantor, and rights incidental thereto, as set forth in instrument recorded May 29, 1980, as Entry No. 366999, in Book 561 at Pages 828-827, Official Washington County Records. - PLOTTED

17. Water Line Right of Way, for a perpetual easement to use, operate, inspect, repair, maintain, replace or expand water facilities, recorded August 1, 2001, as Entry No. 760934, in Book 1431 at Pages 1611-1164, Official Washington County Records. (Affects this and other property) - Plotted

20. Subject to an Easement in favor of City of St. George, a Body Corporate and Politic of Utah, for an easement, over, under, across and through said property, and rights incidental thereto, as set forth in Grant of Easement recorded June 9, 2019, as Doc. No. 20190023192, Official Washington County Records. - Plotted

COMMITMENT FOR TITLE INSURANCE:

Prepared pursuant to Southern Utah Title Company, Commitment Date June 6, 2019, Commitment No. 304706-19 Amended.

LOCATED IN THE EAST 1/2 OF SECTION 34
T.42S., R.16W., S.L.B.&M.

DATE: 06/14/19
JOB NO.: 1995-19026
DRAWN BY: B.E.A.
CHECKED BY: B.E.A.
SCALE: 1"=150'
DWG: Survey-ALTA
DATE
DESCRIPTION

ROSENBERG ASSOCIATES
CIVIL ENGINEERS · LAND SURVEYORS
352 East Riverside Drive, Suite A-2 ST. George, Utah 84790
Ph (435) 673-8586
Fx (435) 673-8587
www.rasolv.com

ALTA/NSPS LAND TITLE SURVEY
FOR
ST. GEORGE, 730 LLC

SHEET 1 OF 1 SHEETS

DRAFT

Agenda Item Number : 06

Request For Council Action

Date Submitted	11/13/2020 08:42 AM
Proposed City Council Date	11/19/2020
Applicant	Logan Blake, Development Solutions Group
Subject	Consider approval of the preliminary plat for Johnson Arch at The Ledges Phase 2 a 17-lot residential subdivision located approximately 5500 North and 1420 West (Johnson Arch Drive).
Background	This is the preliminary plat for Johnson Arch at The Ledges Phase 2 a 17-lot residential subdivision located approximately 5500 North and 1420 West (Johnson Arch Drive).
Proposed Resolution	Planning Commission recommends approval
Cost	$N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	2020-pp-037johnsonarchattheledgesphase2preliminaryplatpresentation-rev111320084246.pdf cc2020-pp-037johnsonarchattheledgesphase2111320084246.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/10/2020**
CITY COUNCIL **11/19/2020**

PRELIMINARY PLAT
Johnson Arch at The Ledges Phase 2
Case No. 2020-PP-037

Request: To approve a preliminary plat for a seventeen (17) lot residential subdivision

Location: The site is located at approximately 5500 North 1420 West (Johnson Arch Drive) in the Ledges development

Property: 11.81 acres

Number of Lots: 17

Density: 1.44 DU/AC

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – Winchester Hills
South – PD-R
East – PD-R
West – Winchester Hills

General Plan: LDR

Applicant: Development Solutions Group

Representative: Logan Blake

Comments:

Preliminary Plats

November 10, 2020



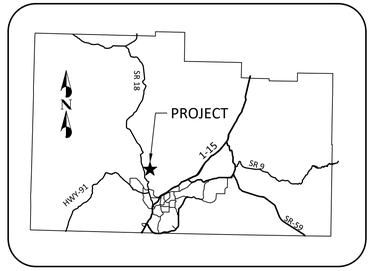
Preliminary Plat – Johnson Arch at The Ledges Phase 2

PRELIMINARY PLAT

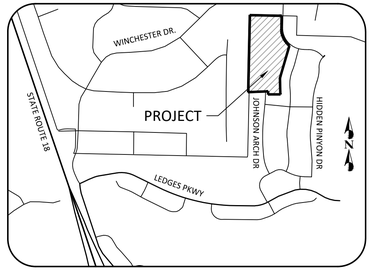
FOR

JOHNSON ARCH AT THE LEDGES
PHASE 2
RESIDENTIAL SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 23,
TOWNSHIP 41 SOUTH, RANGE 16 WEST, S.L.B.&M.



VICINITY MAP
SCALE: 1" = 15 MILES



VICINITY MAP
SCALE: 1" = 1000'



SHEET INDEX

SHEET	NO.	DESCRIPTION
CS-1	1	COVER SHEET
SP-1	2	SITE PLAN
DT-1	3	DETAILS & SECTIONS

OWNER/DEVELOPER

THE LEDGES AT SNOW CANYON LLC.
120 EAST ST. GEORGE BLVD. #301
ST. GEORGE, UTAH 84770

CONTACT

LOGAN BLAKE, PE
(435) 628-2121
(435) 674-3553 FAX

BENCHMARK

SOUTHWEST CORNER OF SECTION 23, T. 41S., R.16W., SLB&M
FOUND 1912 GLO BRASS CAP MONUMENT.

3785.91 (FEET) H.C.N. #413

Know what's below. 811
Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

LOGAN BLAKE
No. 7997785
10/30/20
STATE OF UTAH

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME : JOHNSON ARCH AT THE LEDGES - PHASE 2
A PLANNED DEVELOPEMENT LOCATED IN ST. GEORGE, UTAH

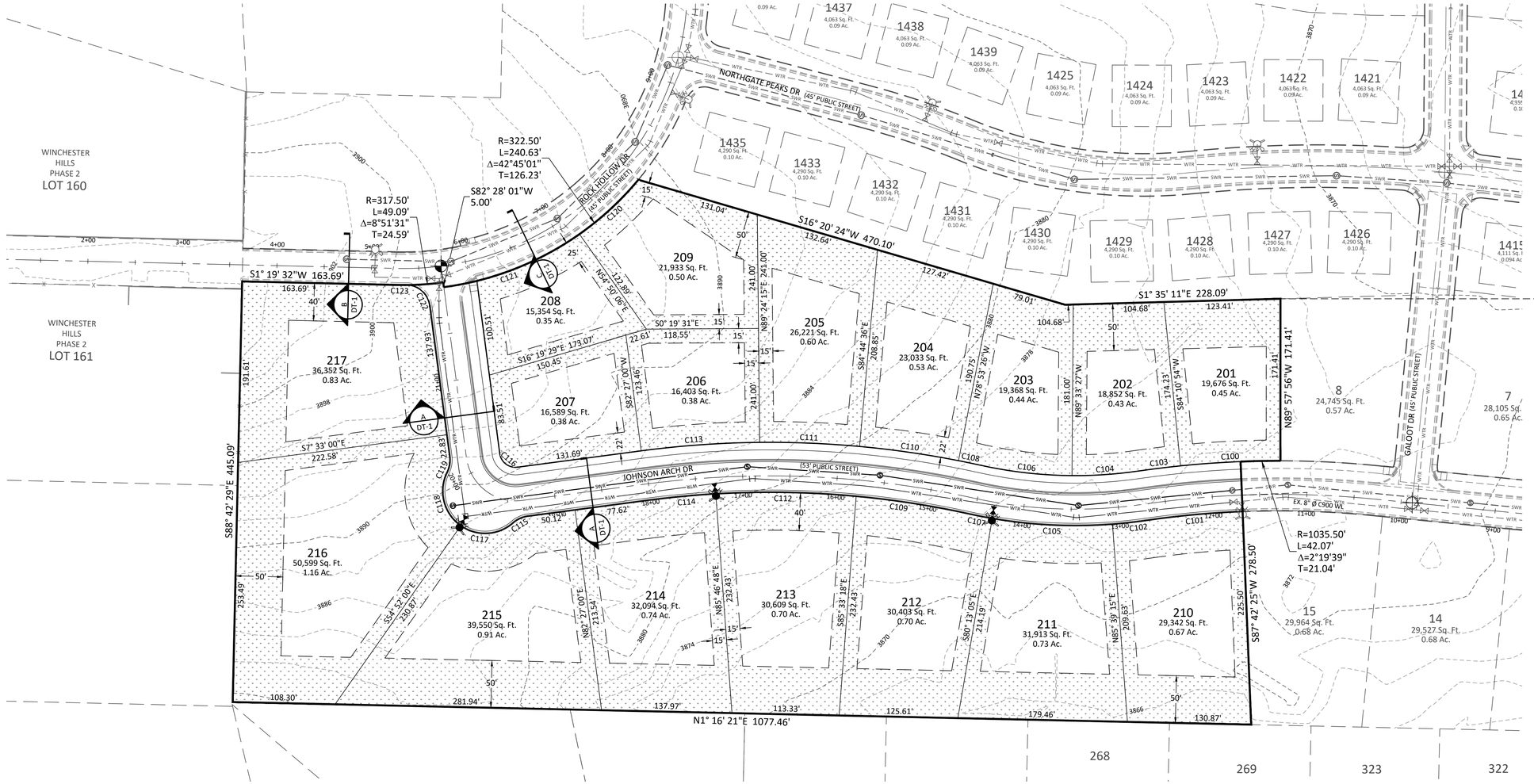
SHEET NAME : COVER SHEET

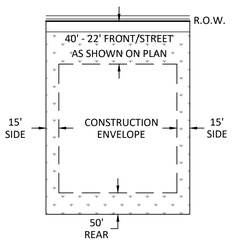
DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite 2
St. George, UT 84770
Office (435) 628-2121

DATE :	OCTOBER 2020
PM :	SY
DRAWN BY :	LB
DESIGNED BY :	LB
CHECKED BY :	JRT
PROJECT NO. :	20-025
SCALE :	1" = 80'

SHEET NUMBER :

CS-1





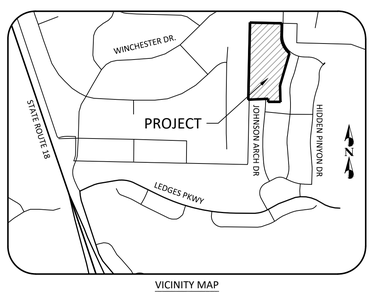
MAXIMUM CONSTRUCTION ENVELOPE





LEGEND:

- SUBDIVISION BOUNDARY
- STREET CENTERLINE
- ROAD RIGHT OF WAY LINE
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- PROPOSED CURB & GUTTER
- SETBACK LINE
- PHASE BOUNDARY
- PROPOSED 2.5" ASPHALT OVER 6" TYPE 2 BASE
- NATIVE LOT AREA
- C1 — TBC CURVE/LINE TAG
- PROPOSED CLASS I (RING & LID) MONUMENT



VICINITY MAP
SCALE: 1" = 1000'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C100	1035.50'	105.77'	5°51'10"	52.93'
C101	982.50'	102.80'	5°59'41"	51.45'
C102	517.50'	35.61'	3°56'32"	17.81'
C103	1035.50'	44.64'	2°28'11"	22.32'
C104	464.50'	70.78'	8°43'50"	35.46'
C105	517.50'	127.60'	14°07'40"	64.13'
C106	464.50'	97.27'	11°59'54"	48.81'
C107	517.50'	24.02'	2°39'32"	12.01'
C108	1035.50'	24.06'	1°19'53"	12.03'
C109	982.50'	121.93'	7°06'38"	61.04'
C110	1035.50'	105.77'	5°51'10"	52.93'
C111	1035.50'	105.77'	5°51'10"	52.93'
C112	982.50'	148.59'	8°39'54"	74.44'
C113	1035.50'	125.68'	6°57'15"	62.92'
C114	982.50'	72.29'	4°12'56"	36.16'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C115	30.00'	17.57'	33°33'26"	9.05'
C116	17.00'	26.70'	90°00'00"	17.00'
C117	45.00'	123.40'	157°06'53"	222.32'
C118	45.00'	123.40'	157°06'53"	222.32'
C119	30.00'	17.57'	33°33'26"	9.05'
C120	322.50'	85.10'	15°07'07"	42.80'
C121	322.50'	119.95'	21°18'40"	60.68'
C122	25.00'	36.15'	82°51'25"	22.06'
C123	317.50'	9.60'	1°43'57"	4.80'

SITE DATA:

ZONING:	PD-R
TOTAL DWELLING UNITS:	17 UNITS
SITE AREA:	11.81 ACRES
DENSITY:	1.44 DU/AC

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.

FLOOD NOTE

THIS SITE IS LOCATED WITHIN THE FEMA FLOOD INSURANCE RATE MAP NUMBER 49053C0780, PANEL NOT PRINTED

BENCHMARK

SOUTHWEST CORNER OF SECTION 23, T. 41S., R.16W., SLB&M FOUND 1912 GLO BRASS CAP MONUMENT.

3785.91 (FEET) H.C.N. #413

Know what's below. Call 811 before you dig.
BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

LOGAN BLAKE
No. 7997785
9/30/20
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME : JOHNSON ARCH AT THE LEDGES - PHASE 2
A PLANNED DEVELOPEMENT LOCATED IN ST. GEORGE, UTAH

SHEET NAME : SITE PLAN

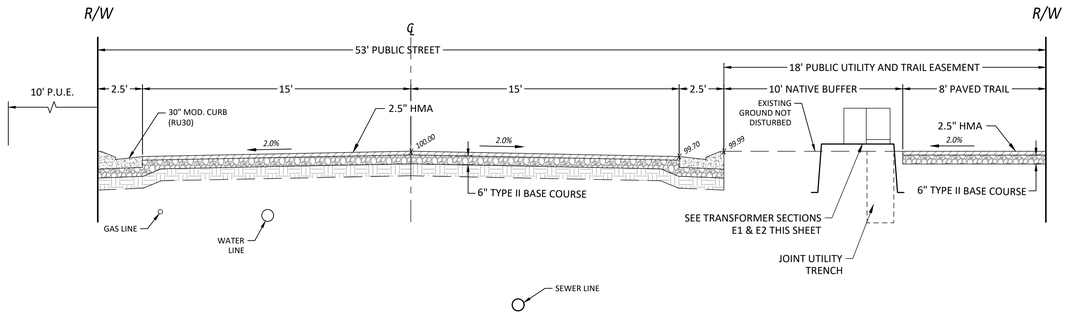
DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite 2
St. George, UT 84770
Office (435) 628-2121

DATE :	SEPTEMBER 2020
PM :	SY
DRAWN BY :	LB
DESIGNED BY :	LB
CHECKED BY :	JRT
PROJECT NO. :	20-025
SCALE :	1" = 60'

SHEET NUMBER :

SP-1

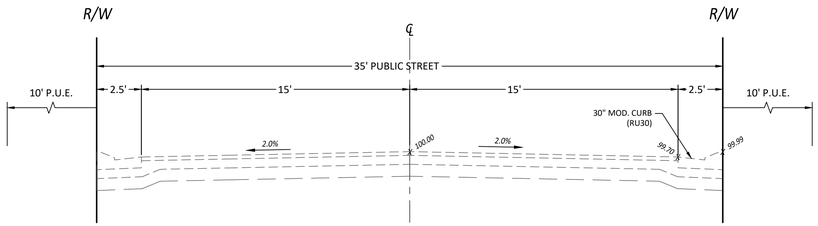
2 OF 3 TOTAL



A

53' PUBLIC STREET TYPICAL SECTION (JOHNSON ARCH DR)

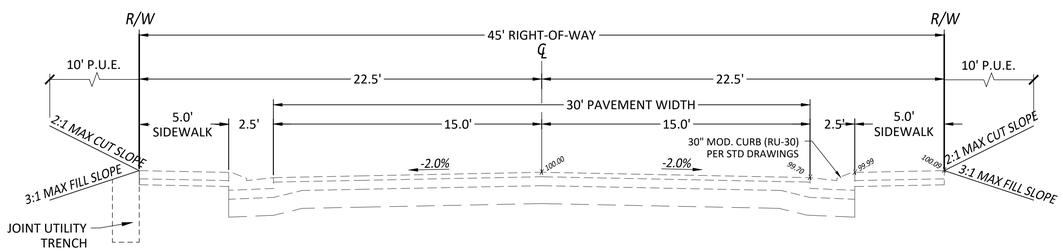
SCALE 1" = 4'



B

35' PUBLIC STREET TYPICAL SECTION (ROCK HOLLOW DR)

SCALE 1" = 4'



C

45' PUBLIC STREET ROCK HOLLOW DR

SCALE 1" = 4'

LOGAN BLAKE
No. 7997785
9/30/20
STATE OF UTAH

NO.	DESCRIPTION	DATE	APP'D

PROJECT NAME:
JOHNSON ARCH AT THE LEDGES - PHASE 2
A PLANNED DEVELOPEMENT LOCATED IN ST. GEORGE, UTAH

SHEET NAME:
DETAILS AND SECTIONS

DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite 2
St. George, UT 84770
Office (435) 628-2121

DATE :	SEPTEMBER 2020
PM :	SY
DRAWN BY :	LB
DESIGNED BY :	LB
CHECKED BY :	JRT
PROJECT NO. :	20-025
SCALE :	1" = 4'

SHEET NUMBER :

DT-1

DRAFT

Agenda Item Number : 07

Request For Council Action

Date Submitted	11/16/2020 10:16 AM
Proposed City Council Date	11/19/2020
Applicant	Jon Jensen
Subject	Consider approval of the preliminary plat for Rilassante at Divario, a 1-lot residential subdivision located in the Divario Development along the future extension of Gap Canyon Parkway south of the intersection of Sunbrook Drive and Gap Canyon Parkway.
Background	This is the preliminary plat for Rilassante at Divario, a 1-lot residential subdivision located in the Divario Development along the future extension of Gap Canyon Parkway south of the intersection of Sunbrook Drive and Gap Canyon Parkway.
Proposed Resolution	Planning Commission recommends approval
Cost	$N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	2020-pp-031rilassantepreliminaryplatpresentation111620101629.pdf cc2020-pp-031rilassanteatdivario111620101629.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **10/27/2020**
CITY COUNCIL **11/19/2020**

PRELIMINARY PLAT
Rilassante at Divario
Case No. 2020-PP-031

Request: To approve a preliminary plat for a one (1) lot residential subdivision.

Location: The site is located at approximately Southwest side of Plantation Drive & Canyon View Drive

Property: 26.88 acres

Number of Lots: 1

Density: N/A

Zoning: R-1-10

Adjacent zones: This plat is surrounded by the following zones:
North – R-1-10
South – R-1-10
East – R-1-10
West – R-1-10

General Plan: MDR

Applicant: Rosenberg Associates

Representative: Jon Jensen

Comments:

1. Will need to dedicate a conservation easement over proposed open space areas.

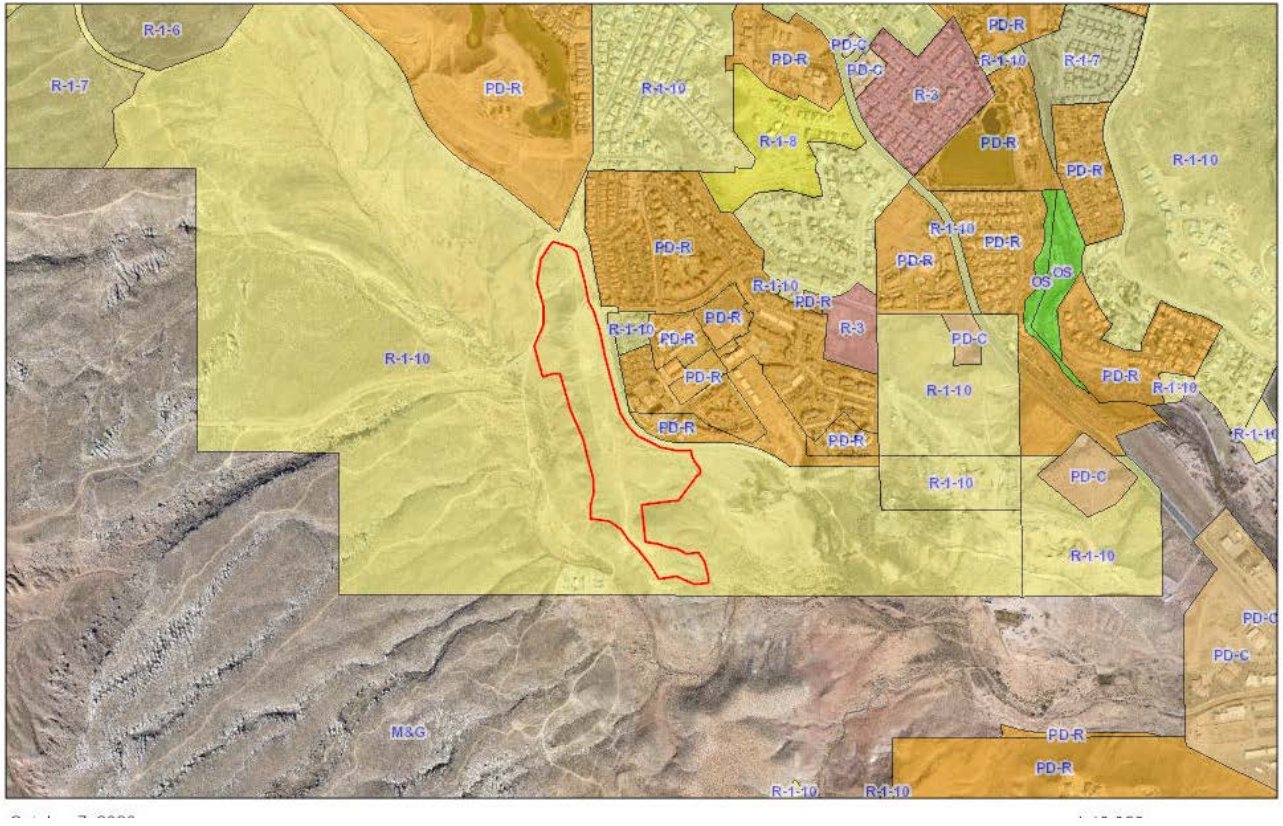
2. Will need to dedicate and improve Alienta Drive and Gap Canyon Parkway.

Preliminary Plats

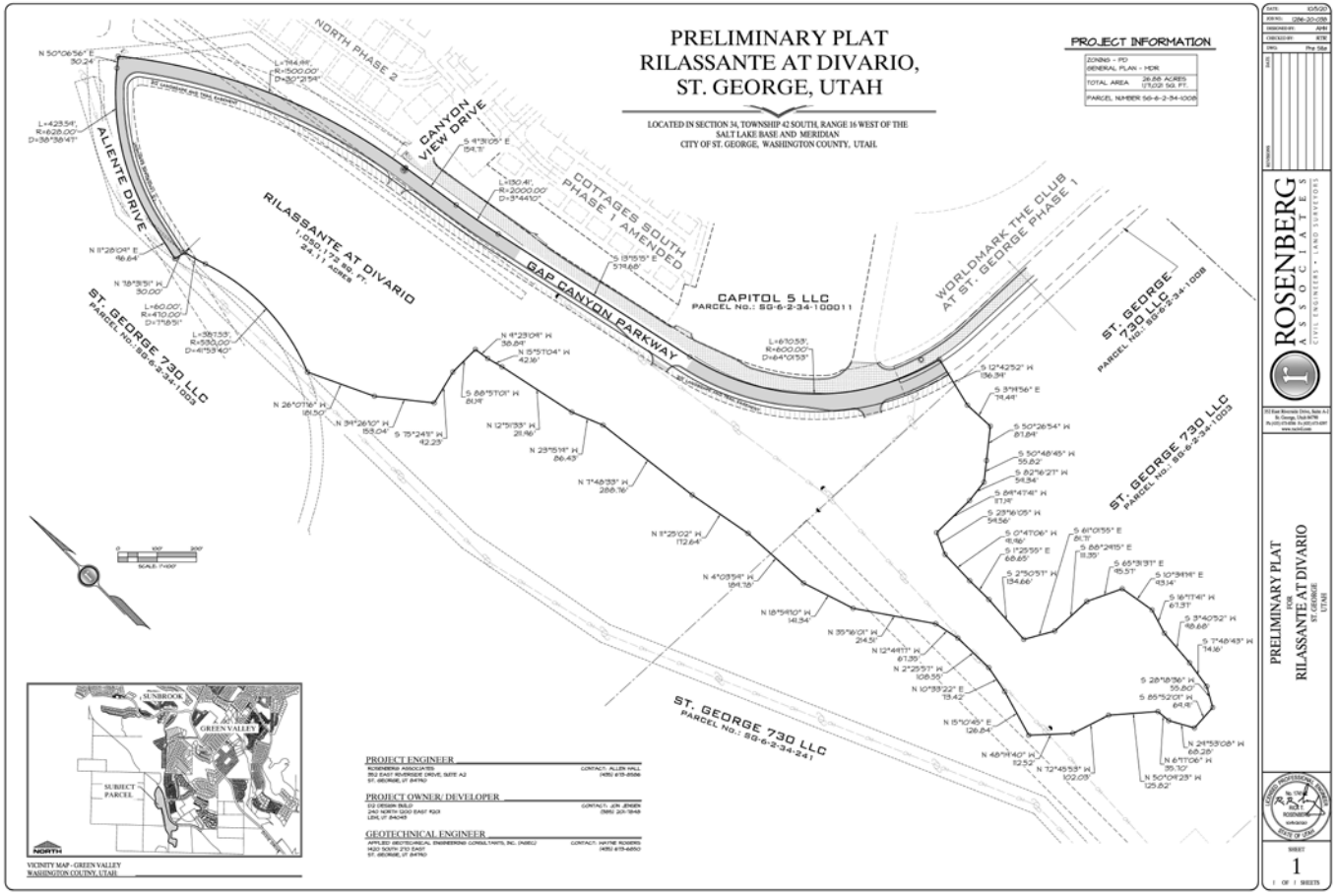
October 27, 2020



Preliminary Plat – Rilassante at Divario



Preliminary Plat – Rilassante at Divario



Preliminary Plat – Rilassante at Divario