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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a work meeting in the Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 5, 2021 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Presentation regarding the Ironman World Championship.**

2. **Discussion regarding water conservation.**

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, August 5, 2021 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

1. **Consent Calendar.**

   a. **Consider approval of a Donation Agreement for several paintings.**

      BACKGROUND and RECOMMENDATION: Roland Lee would like to donate several paintings to the city. Staff recommends approval.

b. **Consider approval of a Donation Agreement for a bronze sculpture of Daniel D. McArthur.**

BACKGROUND and RECOMMENDATION: Richard Whitehead would like to donate to the city a heroic size bronze sculpture of Daniel D. McArthur. The city would be the owner of the sculpture with all rights and duties of ownership. Staff recommends approval.

c. **Consider approval of a Donation Agreement for a bronze sculpture of William Carter.**

BACKGROUND and RECOMMENDATION: Russell Feller on behalf of the William Carter Family Organization would like to donate to the city a heroic size bronze sculpture of William Carter. The city would be the owner of the sculpture with all rights and duties of ownership however, the city agrees to return the sculpture to William Carter Family Organization if the city decides they no longer wish to display the sculpture on a permanent basis. Staff recommends approval.

d. **Consider sponsorship of the Dixie Round Up Rodeo event organized by St. George Lions Club on September 16-18, 2021.**

BACKGROUND and RECOMMENDATION: This annual event held at the Dixie Sun Bowl includes evening rodeos Thursday-Saturday from 7:00 p.m. - 11:00 p.m., and a parade on Saturday at 9:00 a.m. The sponsorship request includes fee waivers of the following: 1) Special Event Permit ($450); 2) Sub-License Fees ($5 each vendor); 3) Annual Alcohol Permit ($500); 4) Local Consent ($50); 5) Encroachment Permits ($250); 6) Security Fees ($4290); and 7) Water Hydrant Meter Application Fee and Deposit ($2000 + $35). Staff recommends approval with the condition that a special event permit application, encroachment permit application, and DABC Single Event Permits are approved. Staff recommends approval.

e. **Consider approval of a bid from JP Excavation for the Entrada Irrigation Transmission Pipeline.**

BACKGROUND and RECOMMENDATION: Awards for the Entrada Irrigation Transmission Pipeline were received from four contractors. The low bid for the project was submitted by JP Excavation, in the amount of $1,458,346.46. This pipeline connects to a major secondary irrigation pipeline that connects the reuse plant to Gunlock Reservoir. This pipeline will provide a redundant source of secondary irrigation water to the Entrada and Ledges area. Staff recommends approval.

2. **Consider approval of a resolution to authorize the city manager to execute private hangar agreements.**

BACKGROUND and RECOMMENDATION: The city owns and operates an airport. As part of the airport, a certain portion of the land has been designated for lease to individuals for private hangars. Historically, all private hangar agreements have been sent to the city council for approval. Because the city council has already approved the area to be leased for private hangars and has approved all of the fees to be charged for the private hangars, preparing, and executing the actual lease agreement is an administrative act that should be handled by the city manager. Staff recommends approval.

3. **Consider approval of an ordinance amending Title 7, Chapter 5 of City code regarding cemetery policies and abandonment of cemetery burial lots due to passage of time.**

BACKGROUND and RECOMMENDATION: Proposed amendments include clarifying definitions; limitation on transferability of burial rights; sale of burial rights; subdivision of burial rights; allowing the burial of up to two (2) cremains above a buried casket; voluntary surrender of burial rights; abandonment through nonuse - reclamation; and minor modifications to existing language. Staff recommends approval.

4. **Consider approval of an ordinance changing the zone from R-2 (Residential Multi-Family) to RE-20 (Residential Estate, 20,000 sq ft minimum lot size) on approximately 17.51 acres and OS (Open Space) on approximately 15.38 acres located generally at the southeast intersection of Riverside Drive and Foremaster Drive to be known as Knetta's Knoll. Case No. 2021-ZC-042**

BACKGROUND and RECOMMENDATION: The subject property was approved in 2005 for a multi-family development with 173 units (6.02 units/acre) but was never developed. In 2018, the Hillside Review Board heard an application that would reduce this number to 41 single-family units but never proceeded beyond Hillside. This is the third attempt at development on Knetta's Knoll. General Plan calls for medium density. The Planning Commission recommended approval.

5. **Consider approval of an ordinance changing the zone from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to M-1 (Manufacturing) on approximately 12.30 acres located approximately west of River Road and south of Enterprise Drive to be known as Fort Pierce Ph.8 Case No. 2021-ZC-046**

BACKGROUND and RECOMMENDATION: The underlying general plan is BP (Business Park) with adjacent zoning of M-1 (Manufacturing) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size. The Planning Commission recommended approval.

6. **Consider approval of an ordinance changing the general plan future land-use map from LDR (Low Density Residential) to COM (Commercial) on approximately 8.83 acres located at the southeast corner of the intersection of 900 South Street and River Road to be known as 900 South Properties. Case No. 2021-GPA-009**

BACKGROUND and RECOMMENDATION: The proposal is the change the future land-use map from LDR (Low Density Residential) to COM (Commercial) for the purpose of clearing the parcels of all existing structures and building new commercial development in the area. 900 South will connect in with the future extension of 1450 East Street. This extension of 1450 South will span from Foremaster Drive down to Riverside Drive. The Planning Commission recommended approval of the application. The Planning Commission recommended approval.

7. **Consider approval of a conditional use permit for the short-term rental of a local landmark to be known as the Thomas Cottam Home on approximately .20 acres located at 464 East 500 South Street. Case No. 2021-CUP-010**

BACKGROUND and RECOMMENDATION: The proposal is a conditional use permit for the purpose of creating a short-term rental at this location. The Planning Commission recommended approval.

8. **Consider approval of a conditional use permit for LongHorn Steakhouse to be built at Commerce Point on approximately .49 acres located south on Auto Mall Drive, south of Black Ridge Drive. Case No. 2021-CUP-010**

BACKGROUND and RECOMMENDATION: The proposal is a conditional use permit for the purpose of building a LongHorn Steakhouse at this location. The development site has an aggregate ground floor area greater than 20,000 square feet, and therefore requires a conditional use permit. The Planning Commission recommended approval.

9. **Consider approval of the preliminary plat for South Desert Townhomes, a 132-lot residential subdivision located at approximately White Dome Drive and 2500 East in the Southern Hills development.**

BACKGROUND and RECOMMENDATION: This proposed subdivision is located at approximately White Dome Drive and 2500 East in the Southern Hills development. The Planning Commission recommended approval.

10. **Consider approval of the preliminary plat for Southern View PD, a 123-lot residential subdivision located on the south side of White Dome Drive at approximately 2500 East.**

BACKGROUND and RECOMMENDATION: This subdivision is located on the south side of White Dome Drive at approximately 2500 East. The Planning Commission recommended approval.

11. **Consider approval of the preliminary plat for Thorn Tree Court Yards at the Ledges, a 24-lot residential subdivision located at approximately 1500 West Ledges Parkway on the north side of the parkway adjacent to Winchester Hills.**

BACKGROUND and RECOMMENDATION: This proposed subdivision is located at approximately 1500 West Ledges Parkway on the north side of the parkway adjacent to Winchester Hills. The Planning Commission recommended approval.

12. **Consider approval of the preliminary plat for Willow Bend Townhomes, an 81-lot residential subdivision located on the northeast corner of the intersection of Judy Lane and Riverside Drive.**

BACKGROUND and RECOMMENDATION: This proposed subdivision is located on the northeast corner of the intersection of Judy Lane and Riverside Drive. The Planning Commission recommended approval.

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

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

15. **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.**

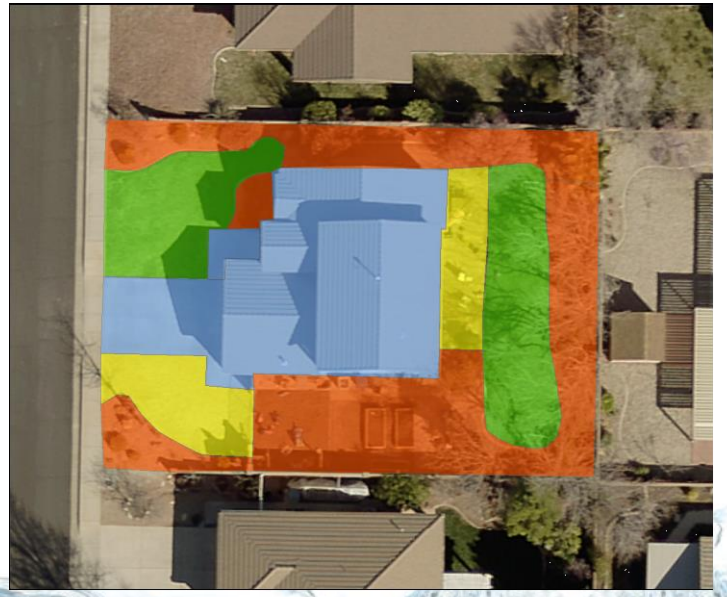
Christina Fernandez, City Recorder

August 3, 2021
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.

Lot #1
Average Water User in St. George







Area Type	Area sqft	Percentage
Rooftop/Concrete	2,512	31.2%
Turf Grass	1,590	19.7%
Other Landscape with Vegetation	3,083	38.3%
Other Landscape w/o Vegetation	866	10.8%
Total	8,051	100.0%
Total Landscaped Area	5,539	68.8%
% Turf Grass of Total Landscaped Area	1,590	28.7%
Total Water Use	**Gal/Year**	**Ac-ft/Year**
2016	239,740	0.74
2017	199,480	0.61
2018	184,200	0.57
2019	184,060	0.56
2020	169,270	0.52
5-Year Average	195,350	0.60
2070 Conservation Target, metered use	146,000	0.57

Lot #2
10,000 sq-ft lot





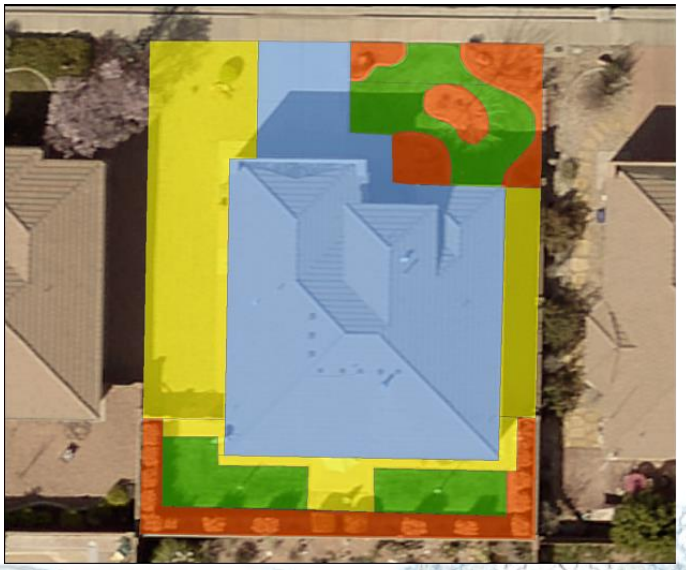


Area Type	Area sqft	Percentage
Rooftop/Concrete	4,866	49.5%
Grass Turf	1,394	14.2%
Other Landscape Vegetation	2,385	24.3%
Other Landscape w/o Vegetation	1,189	12.1%
Total	9,834	100.0%
Total Landscaped Area	**4,968**	**50.5%**
% Turf Grass of Total Landscaped Area	1,394	28.1%
Total Water Use	**Gal/Year**	**Ac-ft/Year**
2016	142,250	0.44
2017	146,700	0.45
2018	145,770	0.45
2019	94,950	0.29
2020	153,880	0.47
5-Year Average	136,710	0.42
2070 Conservation Target, metered use	146,000	0.45

Lot #3
6,000 sq-ft lot







Area Type	Area sqft	Percentage
Rooftop/Concrete	2,833	47.0%
Turf Grass	814	13.5%
Other Landscape with Vegetation	825	13.7%
Other Landscape w/o Vegetation	1,556	25.8%
Total	6,028	100.0%
Total Landscaped Area	**3,195**	**53.0%**
% Turf Grass of Total Landscaped Area	814	25.5%
Total Water Use	**Gal/Year**	**Ac-ft/Year**
2016	130,140	0.40
2017	141,630	0.43
2018	115,180	0.35
2019	102,880	0.32
2020	101,840	0.31
5-Year Average	118,334	0.36
2070 Conservation Target, metered use	146,000	0.45

Lot #4
20,000 sq-ft lot







Area Type	Area sqft	Percentage
Rooftop/Concrete	7,328	37.7%
Turf Grass	1,327	6.8%
Other Landscape with Vegetation	9,882	50.9%
Other Landscape w/o Vegetation	894	4.6%
Total	19,431	100.0%
Total Landscaped Area	**12,103**	**62.3%**
% Turf Grass of Total Landscaped Area	1,327	11.0%
Total Water Use	**Gal/Year**	**Ac-ft/Year**
2016	160,620	0.49
2017	132,470	0.41
2018	102,270	0.31
2019	135,770	0.42
2020	173,870	0.53
5-Year Average	141,000	0.43
2070 Conservation Target, metered use	146,000	0.45

Water Conservation Measures

City Council Work Meeting Discussion



August 5, 2021

St.George

Water Conservation Hotline - - - (435) 627-4H2O

- Water Waste Complaints
  - May-1
  - June- 19
  - July- 27
  - Aug- 3



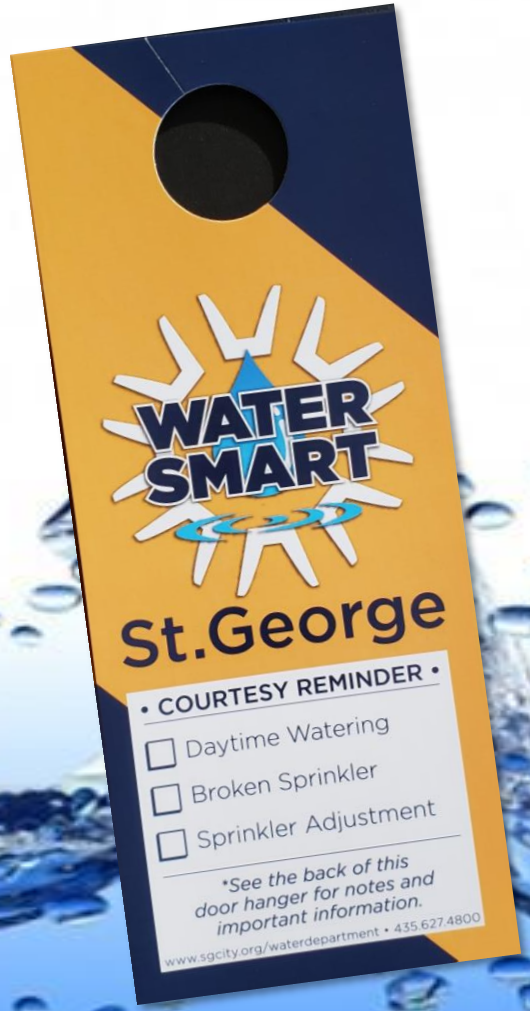
- Follow Up on ALL complaints
  - E-mail
  - Letter
  - Phone Call
  - Meter Readers and Crews are verifying that issues are being resolved.
  - Broken Sprinklers, Time of Day Watering, Washing parking lot prior to striping

(435) 627-4H2O --and– email: 4H2O@sgcity.org

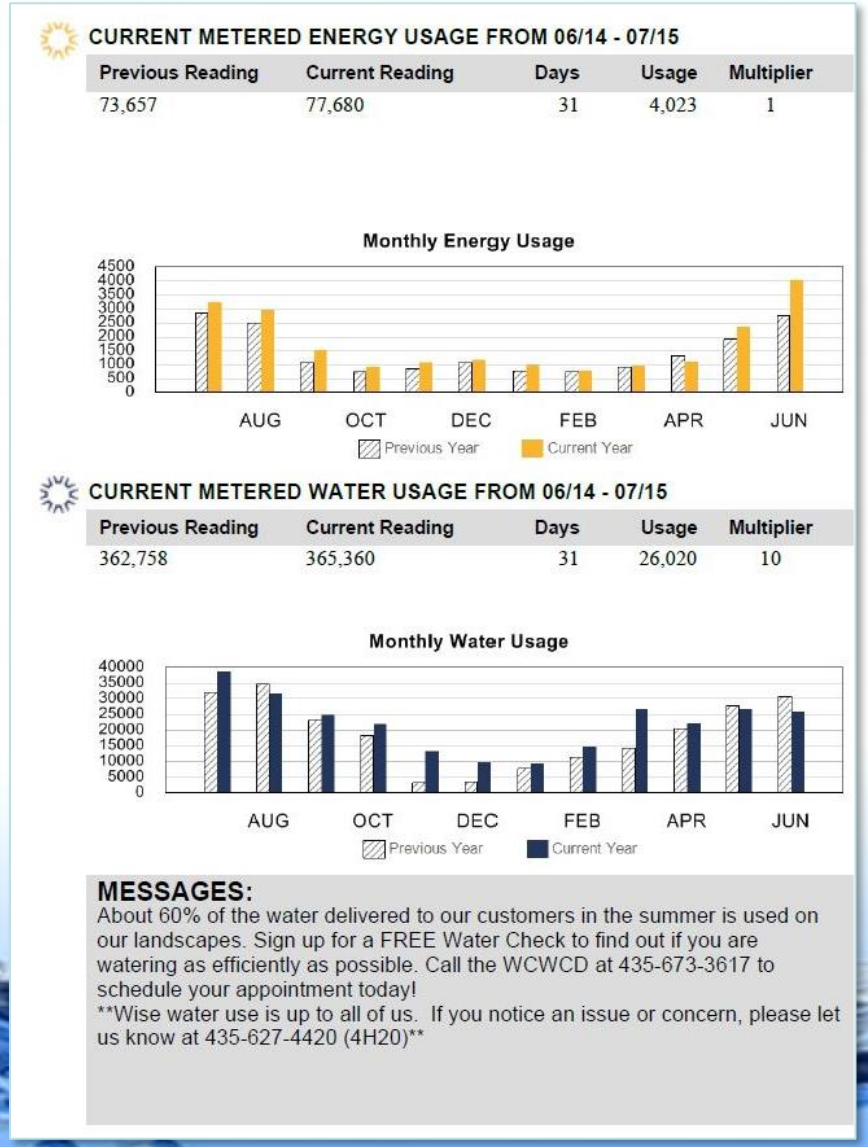
St.George

Door Hangers / Utility Billing

- Parks & Rec Crews
- Water / Irrigation Crews
- Wastewater Collection Crews
- Meter Readers







CURRENT METERED ENERGY USAGE FROM 06/14 - 07/15

Previous Reading	Current Reading	Days	Usage	Multiplier
73,657	77,680	31	4,023	1

CURRENT METERED WATER USAGE FROM 06/14 - 07/15

Previous Reading	Current Reading	Days	Usage	Multiplier
362,758	365,360	31	26,020	10

MESSAGES:
About 60% of the water delivered to our customers in the summer is used on our landscapes. Sign up for a FREE Water Check to find out if you are watering as efficiently as possible. Call the WCWCD at 435-673-3617 to schedule your appointment today!
Wise water use is up to all of us. If you notice an issue or concern, please let us know at 435-627-4420 (4H20)

St.George

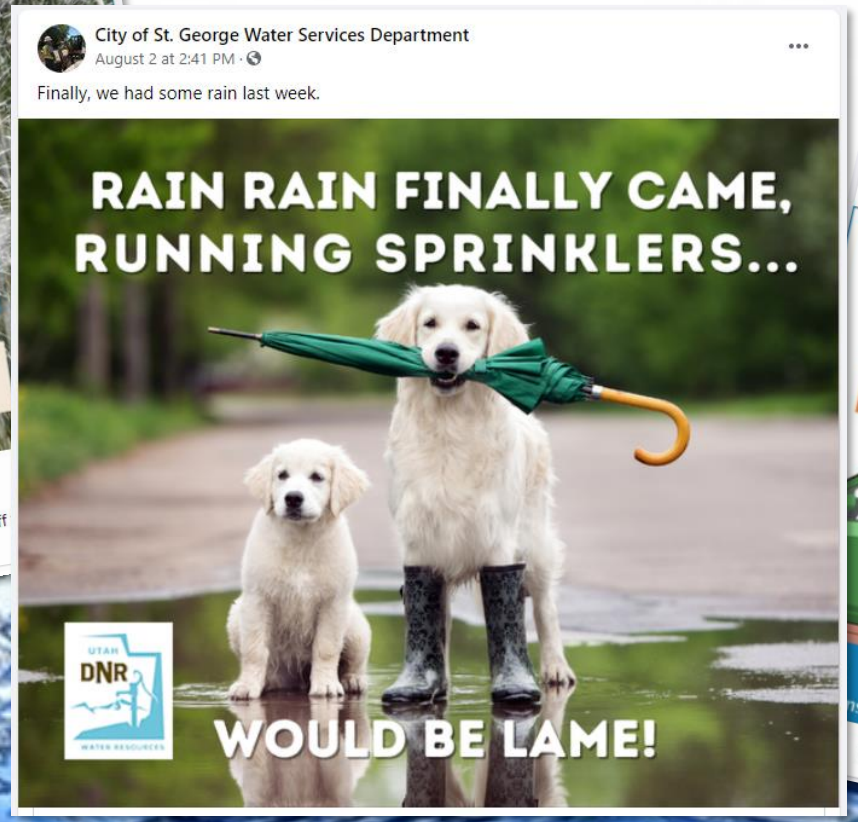
Signs

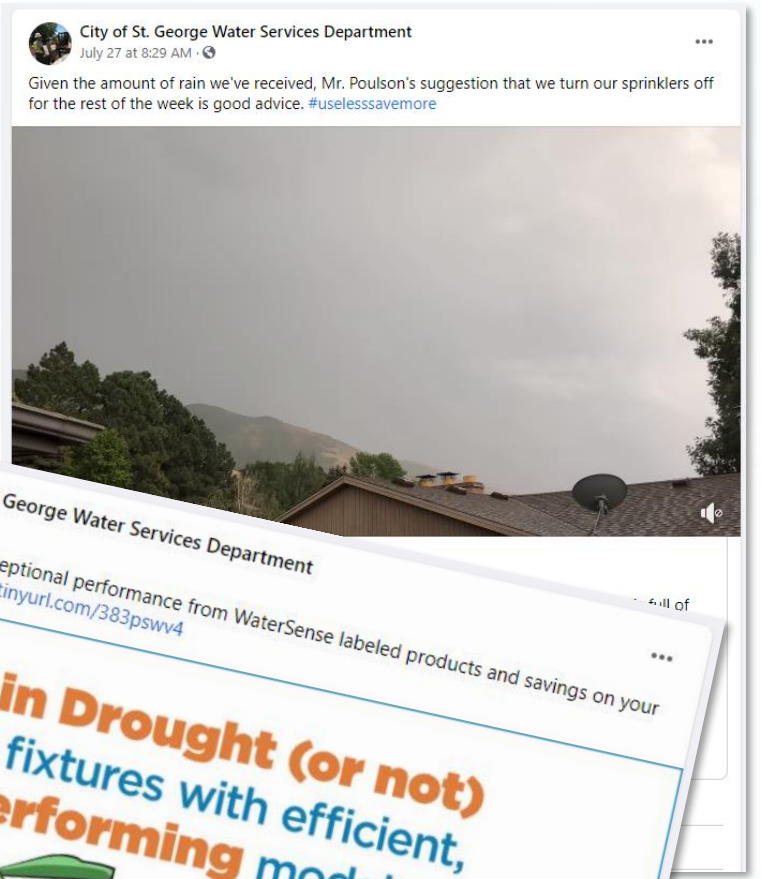

This grass is being replaced with a water-efficient landscape
St.George
THE BRIGHTER SIDE
IN PARTNERSHIP WITH WASHINGTON COUNTY WATER CONSERVANCY DISTRICT


WATER CONSERVATION
MEASURES IN EFFECT
Thank you for your understanding
St.George

Social Media









Water Use July 2021

- July 2021 vs July 2020
  - Water Use, Culinary Customers
    - July 2020 1,150,240,581 gallons
    - July 2021 1,205,066,167 gallons (4.8% increase) with 1,950 added customers
  - Water, City Facilities
    - July 2020- 25,377,370
    - July 2021- 25,289,330
  - Water Use, City Secondary Irrigation
    - July 2020- 171,921,189
    - July 2021- 151,117,265

      (12% decrease in water use)

- Total Water Use June:
  - 2020- 1,182,399,491
  - 2021- 1,080,516,537 (-9%)
- Total Water Use July:
  - 2020- 1,347,539,140
  - 2021- 1,381,472,762 (+4.8%)



St.George

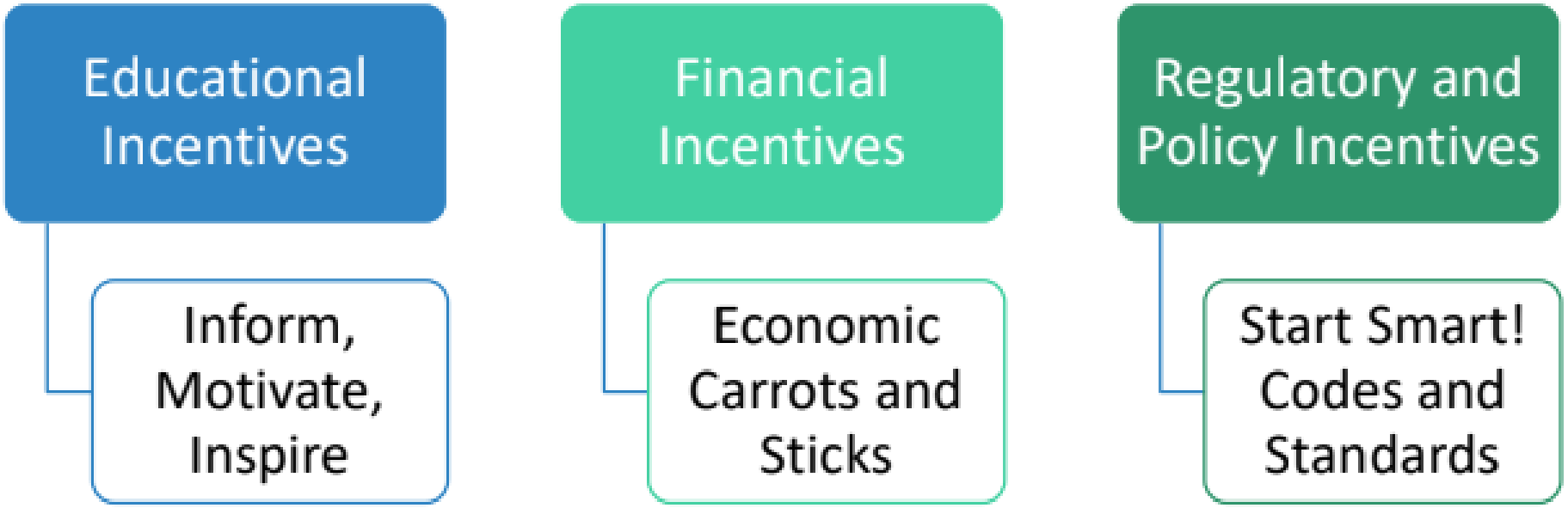
Conservation Efforts- Regional

- **WCWCD Regional Supply Technical Committee**
  - **Water Managers and Staff Members from each regional city meets monthly to coordinate projects, plans, water issues.**
  - **Now meeting on a weekly basis to draft a regional landscape ordinance.**
- **WCWCD Water Workgroup**
  - **Mayor, Staff member, City Manager for each regional city to meet and discuss water related ordinances, conservation measures,**

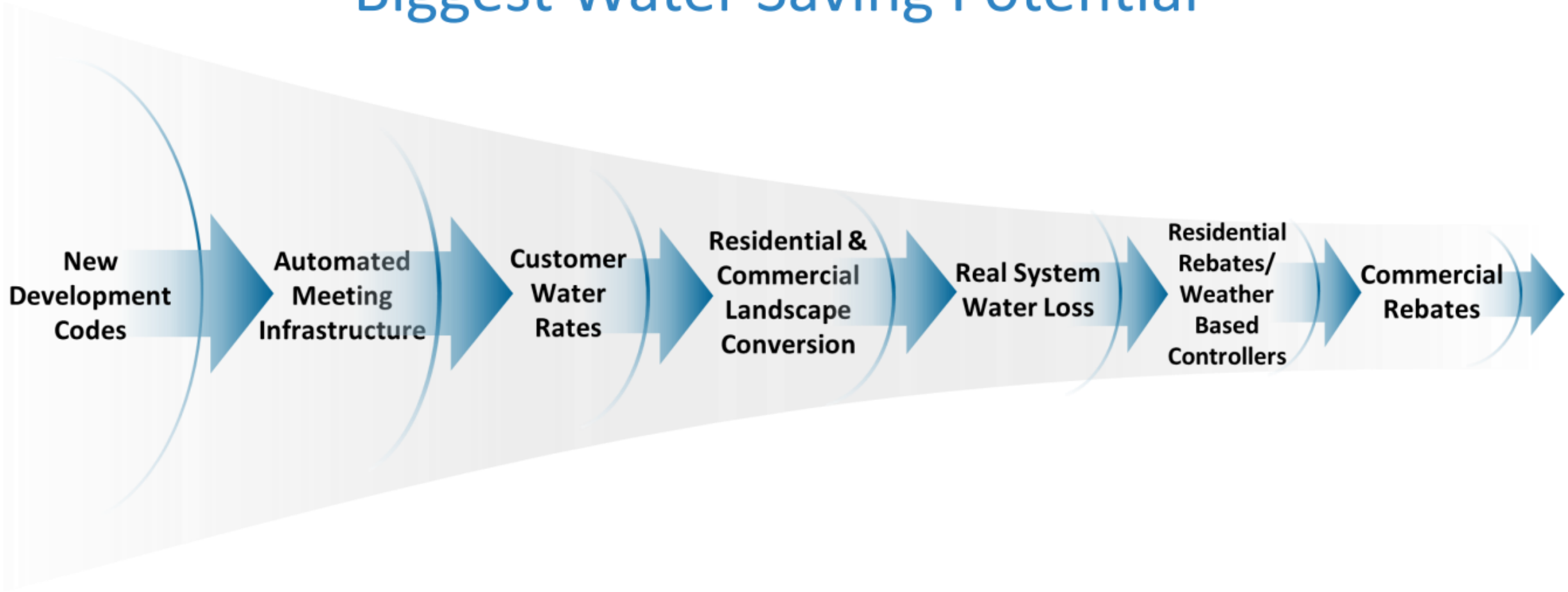


St.George

Water Conservation Ideas



WCWCD Conservation Measures with the Biggest Water Saving Potential



1. Case Study: New Development Codes Standards, Codes, and Ordinances

- Best Management Practice
- Review any current ordinance/law
  - New Development
  - Water Waste
  - Landscape
- Understand enforcement approach options
- Balance customer service with enforcement
- Public information message
- Method to receive complaints/follow-up



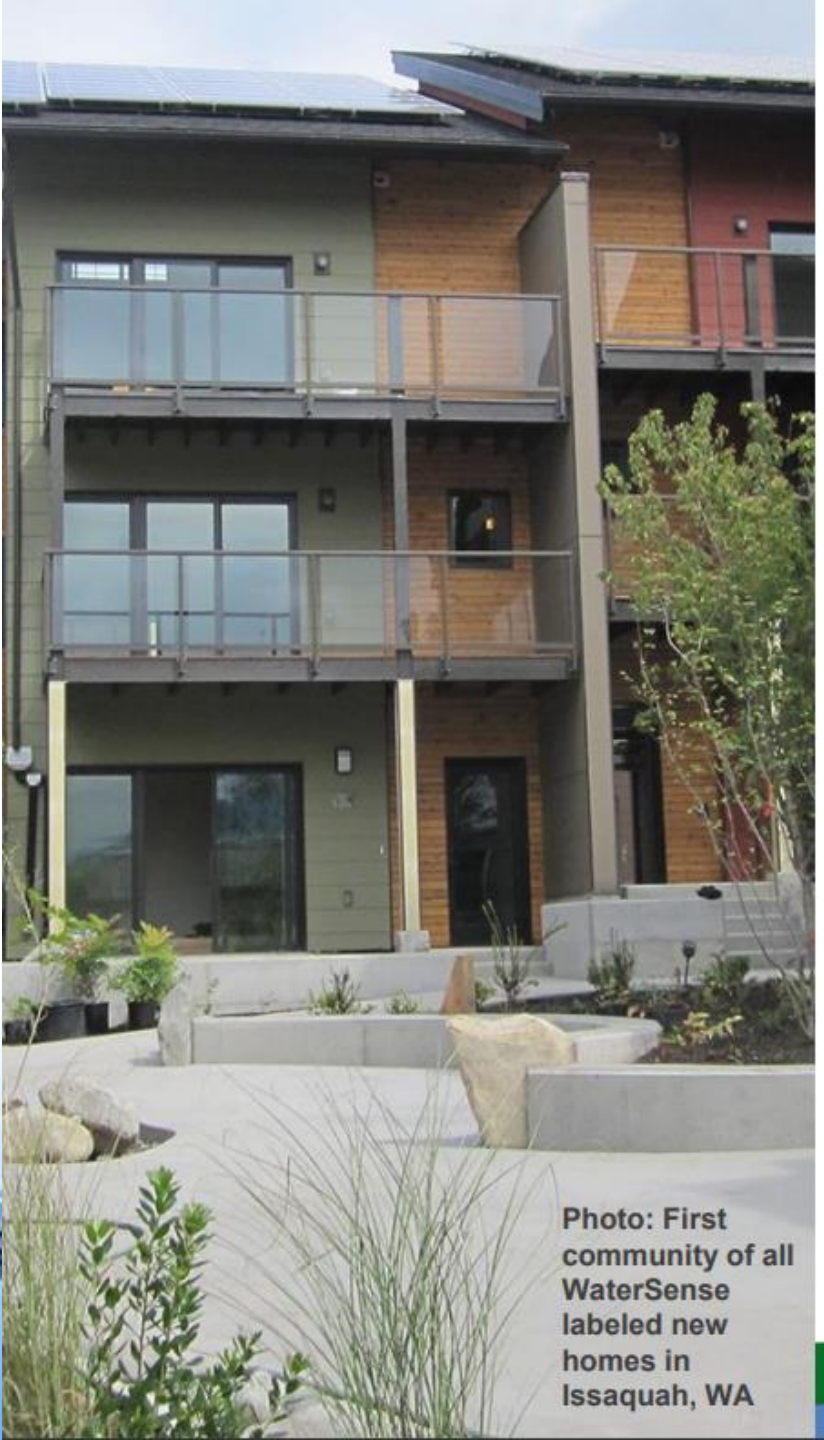


Photo: First community of all WaterSense labeled new homes in Issaquah, WA

WaterSense Labeled Homes

- First national new home labeling program for water efficiency
- Applies to single and multifamily homes
- Works with other green building programs
- WaterSense labeled new homes:
  - Reduce water use in new homes by **at least 20%**
  - Educate homeowners about continuing water-efficient behaviors
  - Encourage community infrastructure savings
  - Third-party certified
- Version 2.0 Release February 2021

https://www.epa.gov/watersense/homes-specification

we build WaterSense Meets EPA Criteria

WaterSense Labeled Homes Program | Version 2

The U.S. Environmental Protection Agency (EPA) released Version 2 of its WaterSense Labeled Homes Program in February 2021. The revised program provides flexibility to builders while still meeting the water efficiency and performance criteria that consumers expect when they see the WaterSense label.

Savings and Performance

To earn the WaterSense label, homes are required to:

- Follow a Mandatory Checklist (shown on the next page), which requires installation of WaterSense labeled plumbing products and confirmation that the home is free of visible water leaks.
- Be at least **30 percent more water-efficient** than typical new construction. Adhering to a **WaterSense Approved Certification Method (WACM)** will ensure the home meets this requirement.

EPA's revised program for homes utilizes the organizational structures and processes of existing Home Certification Organizations (HCOs) to ensure effective certification and oversight occurs for WaterSense labeled homes.

EPA is responsible for reviewing and approving an HCO's WACM. To earn the WaterSense label, a home needs to meet the requirements of the Mandatory Checklist and demonstrate that it achieves the required water efficiency level (30 percent more efficient than typical new construction) using an approved WACM.

WaterSense's home certification requirements, such as quality assurance, verifier training, verification protocols, and reporting, will be administered through an HCO's existing certification processes. The certification of a home requires a single verification that can be done in a one-time visit by a WaterSense home verifier after the home is completed.



Photo courtesy of KB Home

GLOSSARY OF KEY TERMS

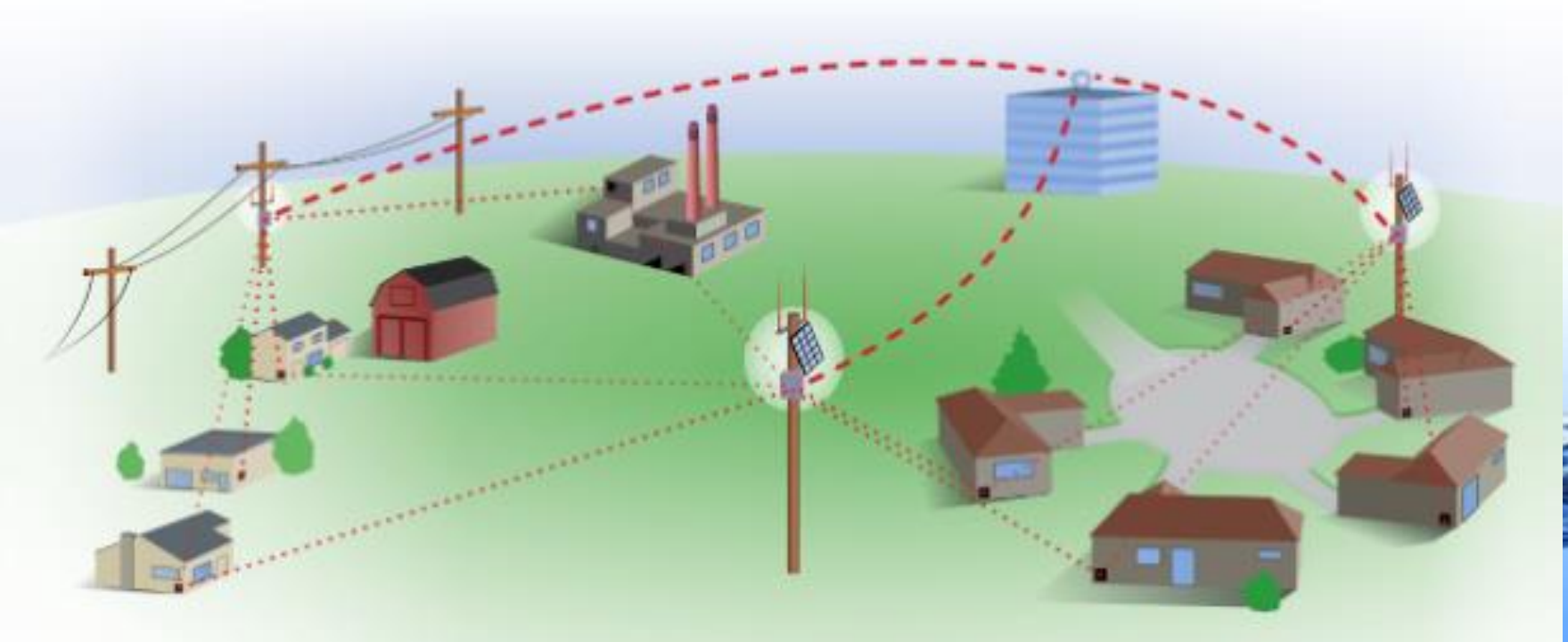
- **Home Certification Organization:** Independent organization responsible for administering home verification and certification to the WaterSense Specification for Homes, Version 2.0.
- **WaterSense Approved Certification Method:** The EPA-approved process the HCO administers to demonstrate that a home meets WaterSense's water efficiency requirement.
- **WaterSense Home Verifier:** Individual HCO trains and authorizes to verify (or rate) homes in accordance with the HCO's approved certification method.
- **Designee:** Party (such as a Provider) to whom the HCO has delegated specific verification and certification responsibilities.
- **Provider:** An organization that commits to hire or contract with inspectors, train inspectors, oversee new home inspections, and issue certification documentation for inspected homes.

PHONE (866) WTR-SENS (987-7367) WEBSITE www.epa.gov/watersense EMAIL watersense@epa.gov

EPA-832-F-21-002
February 2021

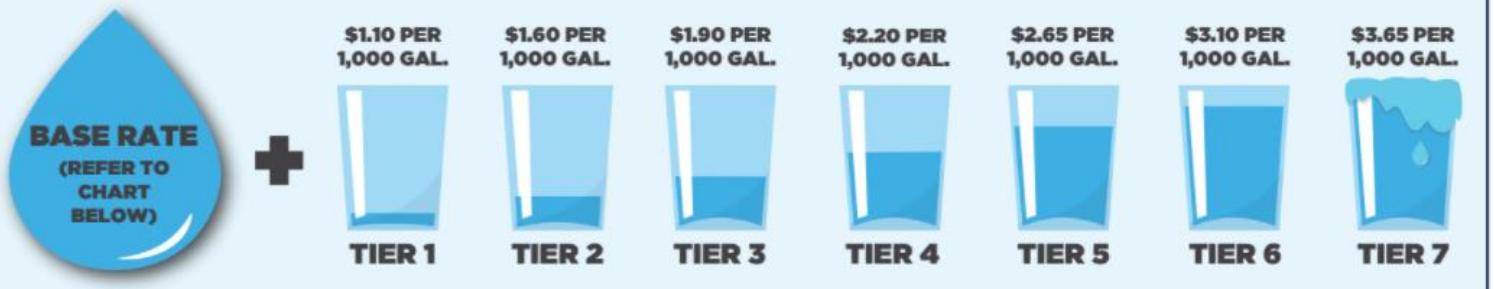
2. Advanced Metering Infrastructure (AMI)

- Near “real time” data (recommend hourly reads)
- Early Leak Detection
- Provides data to Customer that has clear and conclusive graphic depictions





3. Water Rates



(REFER TO CHART BELOW FOR GALLON THRESHOLD)

METER SIZE	BASE RATE	TIER 1 THRESHOLD	TIER 2 THRESHOLD	TIER 3 THRESHOLD	TIER 4 THRESHOLD	TIER 5 THRESHOLD	TIER 6 THRESHOLD	TIER 7 THRESHOLD
3/4"	$20.75	Up to 7,500 gal.	7,501 - 15,000 gal.	15,001 - 22,500 gal.	22,501 - 30,000 gal.	30,001 - 37,500 gal.	37,501 - 45,000 gal.	45,001 gal. +
1"	$51.88	Up to 15,000 gal.	15,001 - 30,000 gal.	30,001 - 45,000 gal.	45,001 - 60,000 gal.	60,001 - 75,000 gal.	75,001 - 90,000 gal.	90,001 gal. +
1 1/2"	$83.34	Up to 30,000 gal.	30,001 - 60,000 gal.	60,001 - 90,000 gal.	90,001 - 120,000 gal.	120,001 - 150,000 gal.	150,001 - 180,000 gal.	180,001 gal. +
2"	$148.15	Up to 50,000 gal.	50,001 - 100,000 gal.	100,001 - 150,000 gal.	150,001 - 200,00 gal.	200,001 250,000 gal.	250,001 - 300,000 gal.	300,001 gal. +
3"	$333.35	Up to 100,000 gal.	100,001 - 200,000 gal.	200,001 - 300,000 gal.	300,001 - 400,000 gal.	400,001 - 500,000 gal.	500,001 - 600,000 gal.	600,001 gal. +
4"	$592.62	Up to 200,000 gal.	200,001 - 400,000 gal.	400,001 - 600,000 gal.	600,001 - 800,000 gal.	800,001 - 1,000,000 gal.	1,000,001 - 1,200,000 gal.	1,200,001 gal. +
6"	$1,333.39	Up to: 300,000 gal.	300,001 - 600,000 gal.	600,001 - 900,000 gal.	900,001 - 1,200,000 gal.	1,200,001 - 1,500,000 gal.	1,500,001 - 1,800,000 gal.	1,800,001 gal. +

Conservation Rate Strategies

Rate Structure	Description
Uniform Rates	Rates that are the same for all customers, at all levels of consumption (interim step)
Inclining Block Rates	Rates that increase as consumption increases
Seasonal Rates	Rates that vary during different periods of the year ("summer surcharge")
Marginal Cost Rates	Rates that charge marginal cost of service
Excess Use Rates	Rates that increase above an established "allotment"

DRAFT

Agenda Item Number : 1a

Request For Council Action

Date Submitted	07/22/2021 01:11 PM
Proposed City Council Date	08/05/2021
Applicant	Roland Lee
Subject	Consider approval of a Donation Agreement for several paintings.
Background	Roland Lee would like to donate several paintings to the city.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Gary Sanders
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

DRAFT

Agenda Item Number : 1b

Request For Council Action

Date Submitted	07/14/2021 05:13 PM
Proposed City Council Date	08/05/2021
Applicant	Richard Whitehead
Subject	Consider approval of a Donation Agreement for a bronze sculpture of Daniel D. McArthur.
Background	Richard Whitehead would like to donate to the city a heroic size bronze sculpture of Daniel D. McArthur. The city would be the owner of the sculpture with all rights and duties of ownership.
Proposed Resolution	Recommend approval of the donation agreement.
Cost	$
Action Taken	
Requested by	Paula Houston
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

DRAFT

Agenda Item Number : 1c

Request For Council Action

Date Submitted	07/14/2021 05:21 PM
Proposed City Council Date	08/05/2021
Applicant	Russell Feller
Subject	Consider approval of a Donation Agreement for a bronze sculpture of William Carter.
Background	Russell Feller on behalf of the William Carter Family Organization would like to donate to the city a heroic size bronze sculpture of William Carter. The city would be the owner of the sculpture with all rights and duties of ownership however, the city agrees to return the sculpture to William Carter Family Organization if the city decides they no longer wish to display the sculpture on a permanent basis.
Proposed Resolution	Recommend approval of the agreement.
Cost	$
Action Taken	
Requested by	Paula Houston
File Attachments	donationofbronzesculpturecarter071421172157.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PROPERTY DONATION AGREEMENT
BETWEEN CITY OF ST. GEORGE AND WILLIAM CARTER FAMILY ORGANIZATION

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of St. George, a municipal corporation, with offices at 1756 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Russell Carter Feller DBA William Carter Family Organization, (hereinafter called "DONOR").

RECITALS:

WHEREAS, DONOR is the owner of certain property and comprised of an heroic size bronze sculpture of William Carter, hereinafter the "PROPERTY." and,

WHEREAS, CITY is willing to accept the donation of the PROPERTY from DONOR.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties do mutually agree as follow:

1. **INCORPORATION OF RECITALS**. The recitals set forth above are incorporated herein by reference.

2. **DONATION OF PROPERTY**. DONOR hereby donates the PROPERTY to the CITY, including all rights, title, interest, to CITY, free of all liens and encumbrances. Further, DONOR represents and warrants to the CITY that DONOR has full authority to donate the PROPERTY as described herein and indemnifies the CITY against all claims to the PROPERTY. DONOR acknowledges that the City is the sole owner of the PROPERTY with all rights incident to ownership, including the right, in cities sole discretion, to determine when, where and how PROPERTY is to be displayed, and whether and how to repair any vandalism or other damage sustained to the PROPERTY. In the event CITY no longer wishes to display the PROPERTY on a permanent basis, the PROPERTY shall revert to the DONOR. CITY shall give DONOR notice that the DONOR has ninety (90) days to remove the PROPERTY from CITY property. If DONOR fails to remove the PROPERTY as provided, CITY shall have the right to dispose of the PROPERTY at their sole discretion.

3. **DONATION FORM.** When the donation of the PROPERTY is given, and should the DONOR present the CITY with IRS form 8283, or other IRS form, for any of the contributions made by DONOR under the Agreement, CITY shall execute the same acknowledging such contributions. Such acknowledgment is to the donation itself and not to the claimed value of the donation.

4. **GOVERNING LAW AND VENUE**. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve

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

5. Any notice or demand required herein shall be mailed or delivered to the following:

CITY: City of St George 175 East 200 North Saint George, Utah 84770 Office (435) 627-4600	DONOR: Russell Carter Feller DBA William Carter Family Organization 885 N Old Farms Rd Dammeron Valley, UT 84783 435-229-0999

City or Donor may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon the mailing of such notice in the United States mail.

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

7. **MODIFICATION OF AGREEMENT**. All modification shall be in writing and executed by both parties.

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

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

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

11. **MERGER**. This Agreement shall survive the conveyance of the PROPERTY.

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

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

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

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

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

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

CITY: City of St. George	DONOR: Russell Carter Feller DBA William Carter Family Organization
_____	_____
Michele Randall Mayor	Russell Carter Feller Donor
ATTESTED:	APPROVED AS TO FORM
_____	_____
Christina Fernandez, City Recorder	Paula Houston, Deputy City Attorney

DRAFT

Agenda Item Number : 1d

Request For Council Action

Date Submitted	07/13/2021 09:57 AM
Proposed City Council Date	08/05/2021
Applicant	Matt Stillman
Subject	Consider sponsorship of the Dixie Round Up Rodeo event organized by St. George Lions Club on September 16-18, 2021.
Background	This annual event held at the Dixie Sun Bowl includes evening rodeos Thursday-Saturday from 7:00 p.m. - 11:00 p.m., and a parade on Saturday at 9:00 a.m. The sponsorship request includes fee waivers of the following: 1) Special Event Permit ($450), 2) Sub-License Fees ($5 each vendor), 3) Annual Alcohol Permit ($500), 4) Local Consent ($50), 5) Encroachment Permits ($250), 6) Security Fees ($4290), and 7) Water Hydrant Meter Application Fee and Deposit ($2000 + $35).
Proposed Resolution	Consider approval with the condition that a special event permit application, encroachment permit application, and DABC Single Event Permits are approved.
Cost	$$7575 + SubLic
Action Taken	
Requested by	Emilie Pinkelman
File Attachments	dixierounduprodeowbeergarden9072021085448.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

Date Received Application: 7/6/2021 Permit No: _____

Insurance Received: _____ Date Issued: _____

APPROVALS:

City Manager: _____

Date: _____

Fire: _____ Date: _____

Conditions of approval:
SEC 7/7/21

Police: Please see the Security Plan Request Application for approval and conditions.

Other Staff Approval: _____

Date: _____ Rev. 10-1-19

SPECIAL EVENT PERMIT APPLICATION

St.George
THE BRIGHTER SIDE

City of St. George Special Events
175 East 200 North
St. George, UT 84770

Phone: 435-627-4712
E-mail: events@sgcity.org

TYPE OF ACTIVITY *(check all that apply):*

☐ Film Production	☐ Parade	☐ Cycling	☐ 5K	☐ Training Event	☐ Festival
☐ Outdoors Sales	☐ Fun Run	■ Sporting	☐ 10K	☐ Block Party	☐ Religious
		☐ Dance	☐ Other: _____		

Please print or type

EVENT NAME: Dixie Round Up Rodeo

1. **Location of Event:** Sun Bowl

2. **Name of Organization:** St George Lions Club

3. **Date(s) of Event:** Sept 16-17-18-2021 **Start Date:** 9-16-2021 **Start Time:** 7pm

4. **EVENT DETAILS:**

Event	**Date(s):** Sept 16-17-18-2021	**Start time:** 7pm	**End time:** 11pm
Set-up	Date(s): Sept-13-18-2021	Start time: 8am	End time: 8pm
Clean-up	Date(s): Sept-19	Start time: 8am	End time: 8pm

Is this a Recurring Event? Yes **If yes; daily, weekly or other?** daily

Is this an Annual Event? Yes **If yes; same date and place?** same place

5. **PARTICIPANTS**

Number of participants expected: 6,000 Number of Volunteers/Event Staff: 100

■ Open to the Public ☐ Private Group/Party

If event is open to the public, is it: ■ Entrance Fee/Ticketed Event; ☐ Fee for Participants/Racers/Runners Only; ☐ Free.

6. **APPLICANT INFORMATION**

Name of Applicant: Matt Stillman PIC

Address: [redacted]

Day Phone: [redacted] **Cell/Other:** [redacted] **E-mail:** [redacted]

Mailing Address (if different):

Event Web Address (if applicable): stgeorgelionsclub.com

Alternate Contact For Event: Chad Drake

Day Phone: [redacted] **Cell/Other:** [redacted] **E-mail:** [redacted]

7. **VENDORS/FOOD/ALCOHOL** *(check all that apply)*

☒ Yes ☐ No **Are Vendors/Merchants selling products or services?**
If yes, Temporary Sales Tax Numbers are required from the Utah State Special Event Tax Division 801-297-6303

☒ Yes ☐ No **Is Food available at the event?**
If yes, Is the food *(please check all that apply)* **Lion's Club Concessions only**
☐ Given away/pre-packaged ☐ Catered by restaurants/vendors ☒ Prepared on site
Events which have Food available must contact the SW Utah Health Department for approval 435-986-2580

☒ Yes ☐ No **Will Alcoholic Beverages be available at the event?**
If yes, *please check all that apply*
☐ Beer Stands ☒ Fenced-in Beer Garden
Selling, Serving, Giving Away, Alcohol at an event requires City Council, City Business License and State Of Utah Department of Alcoholic Beverage Licensing approval 801-977-6800

8. **TENTS/STAGES/STRUCTURES** *(include details on site map)*

☐ Yes ☒ No **Tents/Pop-up Canopies?**
How many Tents/Pop-up Canopies will be used for the event? _____
Dimensions of Tents/Pop-up Canopies: _____
All Tents/Pop-up Canopies require Inspections from the SG Fire Department 435-627-4150

☐ Yes ☒ No **Temporary Stage?** **Dimensions of Stage:** _____

Description of Tents/Canopies/Stage, etc.:

9. **SITE SETUP/SOUND** *(check all that apply - please include details on site map)*

☐ **Fencing/Scaffolding**		
☒ **Barricades**		*(must obtain privately)*
☒ **Portable Sanitary Units**		*(must obtain privately)*
☐ **Inflatable/Bounce House(s)**	☐ Generator(s) & ☐ Certificate of Liability Insurance **are required**	*(must obtain privately)*
☒ **Music**	*If yes, check all that apply:* ☐ **Acoustic** ☒ **Amplified**	
☒ **PA/Audio System**	**Type/Description:**	
☐ **Fireworks / Fire Performances / Open Flame**		Requires approval from SG Fire Dept. 435-627-4150
☒ **Propane/Gas On-site**		Requires approval from SG Fire Dept. 435-627-4150
☒ **Trash/Recycle Bin coordination On-site**		WCSW 435-673-2813

10. **ROAD & SIDEWALK USE** *(please include details on site map)*

☒ Yes ☐ No **Will Roads & Sidewalks Be Used?**
☒ Yes ☐ No **Are you requesting Road &/or Sidewalk Closures?** App #9003463
An Encroachment Permit is required for Road Closures and Sidewalk Use.
To obtain the permit, contact SG City Public Works Dept. 435-627-4058 https://www.sgcity.org/encroachment/

☒ **Road Use and Closure**	**Location:** 400 E between 100 and 200 S and from tabernacle and 400 E to 100	
☐ **Sidewalk Use**	**Location:**	☐ Will stay on sidewalks and follow pedestrian laws.
☐ **Parade**	**Location:**	**Number of Floats:**

11. **SECURITY/OTHER** *(please complete and sign the Security Plan Approval Request Form, for approval of Security)*

12. **Application Fee is based on attendance, as follows:**

☐ **$75.00 for attendance under 300**
☒ **$150.00 for attendance over 300**

Total: $150.00 *(payable to: City of St. George – Attn: Special Events, 175 East 200 North, St. George, UT 84770)*

By submitting a signed application, the applicant certifies that falsifying any information on this application constitutes cause for rejection or revocation of the Permit.

Matt Stillman	Matt Stillman	7/6/2021
Applicant's Name [PRINT]	Applicant's Signature	Date

St.George
THE BRIGHTER SIDE

Emilie Pinkelman <emilie.pinkelman@sgcity.org>

Re: Fee Waiver Request

1 message

Matt & Nichole Stillman [redacted]> Tue, Jul 20, 2021 at 8:22 AM
To: Emilie Pinkelman <emilie.pinkelman@sgcity.org>

To The St George City Council,

The 87th St George Lion's Dixie Round Up Rodeo will be held Sept 16, 17, & 18 this year. The St George Lions Club is requesting that you would be so kind as to waive the following fees associated with putting this event on, as all proceeds go back to the fine community of St George and surrounding areas.

Please waive the following fees 1- The Special Event Fees $150.00 Per Day. 2- The Sub License Fees $5.00 Per Vendor. 3- Annual Alcohol Permit Fee $500.00. 4- Local Consent Fee $50.00. 5- Encroachment Permit Fees $250.00. 6- Security Fees $55.00 Per Hour Per Officer $4,290.00. 7- Water Hydrant Meter Fee And Deposit $2,000.00 Deposit $35.00 Application Fee.

Your waiving of the fees associated with putting on this event will be greatly appreciated. If there are any questions please do not hesitate to call me a [redacted]

Thank You,

Matt Stillman
Lion's Dixie Round Up Rodeo Chairman

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL; ADD ANY ADDITIONAL INFORMATION OR PAGES.

- *Please be sure to include any elements of your event that will help with the approval of the event.*

2021 St George Dixie Round Up Rodeo

Flag Ceremony and flag jumper from air plane

Grand Entry

Bareback Bronc Riding

Steer Wrestling

Saddle Bronc Riding

Tie Down Roping

Mutton Bustin

Girls Barrel Racing

Bull Riding

Parade on Saturday, 9/18/21.

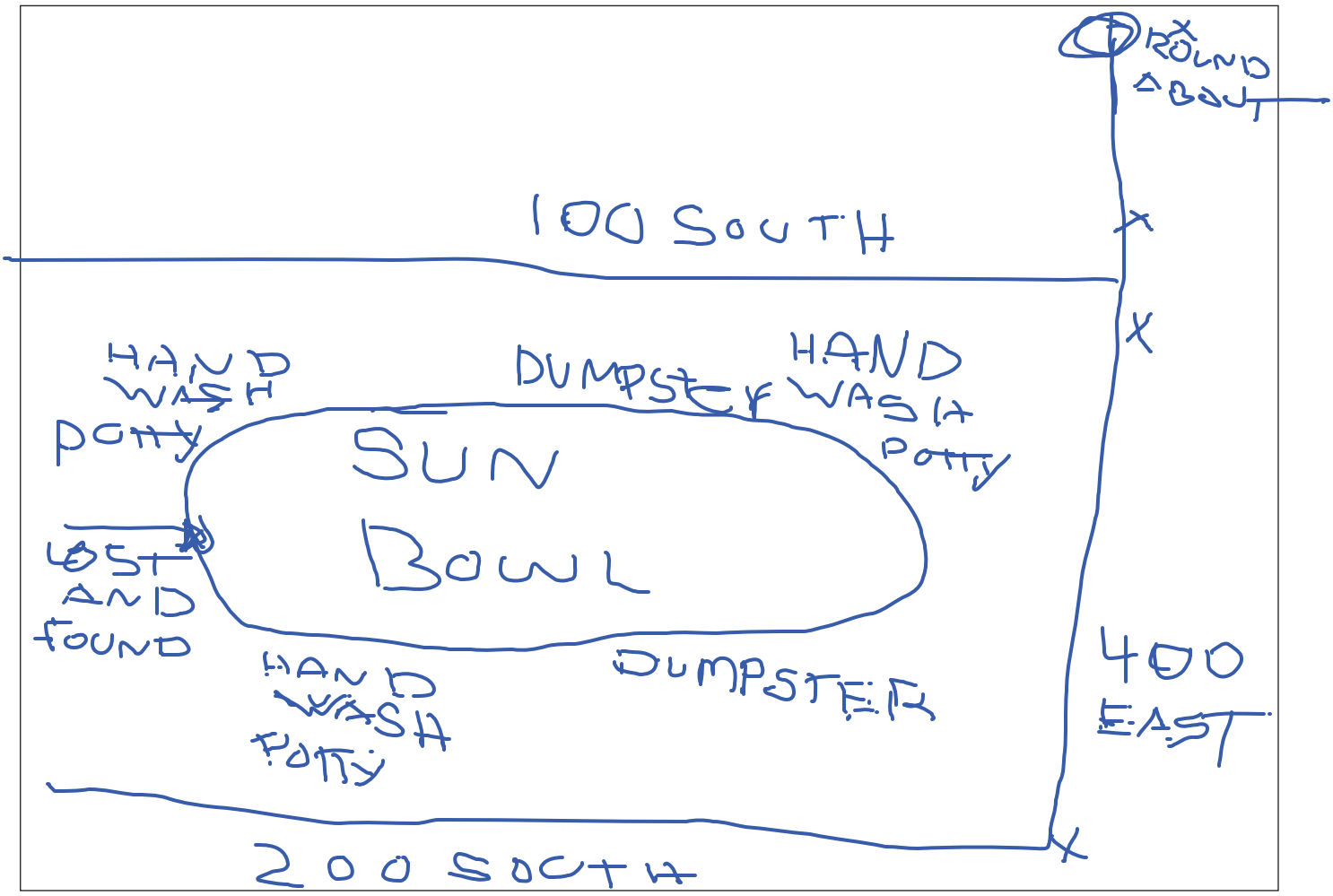
DETAILED SITE PLAN/MAP

PLEASE INCLUDE [OR ▣ ATTACH] A DETAILED SITE PLAN AND/OR ROUTE MAP. COMPUTER OR HAND-DRAWN SITE PLANS ARE APPROPRIATE. *Be aware that if you are faxing a map, many elements may not be visible.*

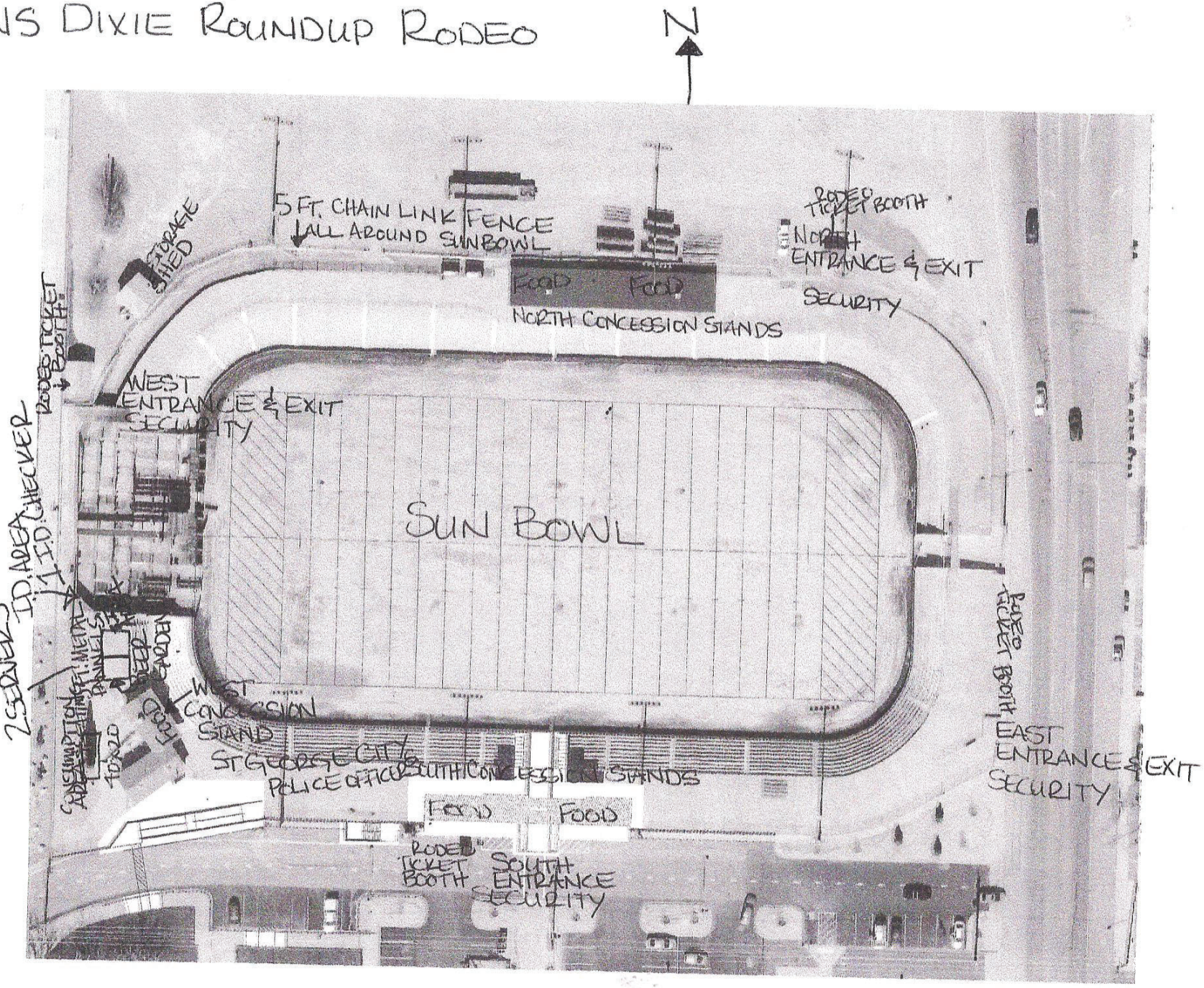
Your map should include:

- The names of streets, placement of barricades, and/or road/sidewalk closures
- The areas where participants and vendors/merchants will park
- Parade forming and disbanding areas, bleachers, etc.
- Vendor and booth placement, tables, etc.
- Portable toilets, fencing
- Location of security personnel, information booth, lost and found booth
- Stage, tents and materials, storage, inflatable amusement devices, table placement, etc. used in the event.

North



LIONS DIXIE ROUNDUP RODEO



Date Received Vendor List:_____ Permit No: _____
Payment Received: _____ Date Completed: _____

SUB-LICENSE FEE(S)

St.George
THE BRIGHTER SIDE

Please make check payable to: CITY OF ST. GEORGE

City of St. George Special Events
175 East 200 North
St. George, UT 84770

Phone: 435-627-4712
E-mail: events@sgcity.org

EVENT NAME: Dixie Round Up Rodeo **CONTACT PHONE:** 4[redacted]

EVENT DATE(S): Sept 16-17-18-2021 **EVENT LOCATION:** Sun Bowl

VENDOR INFORMATION

Please provide the following information for all vendors. The sub-license fee for each vendor is $5.00.
Special Event Tax Numbers are required for each Vendor, 801-297-6303. Those Vendors selling, giving away, or preparing food on site are required to obtain approval from the Southwest Utah Public Health Department, 435-986-2580.

#	Vendor Name	Vendor Phone #	Product or Service to be offered at Event	Payment $5.00
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Date Received: _____ Permit No: _____

Police Approved: _____ Date Issued: _____

Approval with Comments:

(9) Officers $55 x2hrs Parade
(4) Officers $55 x15hrs (6p-11p)
- (2) SGPD + (2) On-Duty Bike Patrol
- (2) DSU PD

Rev. 9-19-19

SECURITY PLAN APPROVAL REQUEST FORM

St.George
THE BRIGHTER SIDE

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. Together with this application, please provide a written Security Plan including names of all security personnel.

EVENT NAME: Dixie Round Up Rodeo

Event Location: Sun Bowl

Type of Event: Rodeo

Date of Event: Sept 16-17-18-2021 **Hours of Event:** 7:00 PM - 11:00 PM

Number of Expected Attendance: 6,000 **Occupancy Load:** 6,000

Name of Applicant: Matt Stillman PIC

Address: [redacted]

Day Phone: [redacted]7 **Cell/Other:** [redacted]

E-mail: [redacted]

- Security Personnel must be 21 years old or older;
- A Security Director must be onsite at all times with a cell phone;
- Shirts or Vests must look the same. "SECURITY" must be stated on the shirt or vest so it is visible to the public and the Police Department.

Please check applicable Security:
The following will allow for the calculation of security required. The calculations will change depending on the type of event.

☒ **Police Officers**	**2 Police Officers per**	**1 to 300 People**
☐ **Security Officers in Uniform**	**3 Security Officers per**	**1 to 300 People**
☐ **Private Citizens in Security Shirts or Vests**	**4 Private Citizens per**	**1 to 300 People**

Name of On-site Security Director: St George Police Dept. **Cell Number:** _____

E-mail: _____

Comments:

Update: 7/6/2021 Adding beer garden to this year's event.

I understand that falsifying any information on this application constitutes sufficient cause for rejection or revocation of the Special Event Permit. I also understand that the Police Department may require additional information as permitted by Ordinance, and also agree to supply the same.

Applicant Signature: Matt Stillman **Date:** 07/06/2021

SECURITY PLAN INFORMATION

1. Please list the names of the security personnel, age, and cell phone number:

First	Last	Age	Cell Phone Number

2. Please indicate the number of security personnel that will be roaming on the premises of the event: _____.

3. Please provide a detailed Security Plan:

_____

_____

_____

_____

_____

4. Please mark on the site plan the locations of each security person:

Correcting

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/15/2020

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

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

PRODUCER

DSP Insurance
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173

CONTACT NAME: John Adams
PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 847-934-6186
E-MAIL ADDRESS: lionsclubs@dspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

St George Lions Dist 28T
St George Utah

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			HDOG71445999	09/01/2020	09/01/2021	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X Agg. Per Named Insured						PERSONAL & ADV INJURY	$ 1,000,000
	is $2,000,000						GENERAL AGGREGATE	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			ISAH25314141	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Dixie Round Up Rodeo, SEPT 17,18,19, 2020 9/13-19/2021

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** City of St George; Washington County Utah; Nicholas and Co Foods; PRCA; Skydive Mesquite ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES Add Liquor Liability

CERTIFICATE HOLDER

City of St George
175 E 200 N
St George Utah 84770

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John C. Adams

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COVID-19 EVENT MANAGEMENT TEMPLATE

In accordance to the *Phased Guidelines for the General Public and Businesses to Maximize Public Health and Economic Reactivation*, an event's size can exceed 20 individuals during the moderate restriction level, and 50 individuals during the low restriction level, if organizational oversight can be provided that ensures guidelines are followed. Formal organizations are required to complete the following event management template to assist their efforts to plan a safe event. This document must be kept and available for inspection by the local health officer or their designee.

EVENT DETAILS

Event Name:	DIXIE ROUND-UP RODEO		
Event Location:	SUNBOWL 150 S 200 W *Address*	ST GEORGE *City*	84770 *Zip*
Party Responsible for Organizational Oversight:	ST GEORGE LIONS PO BOX 2315 *Address*	ST GEORGE *City*	84770 *Zip*
	RODEO@STGEORGELIONS.COM *Email Address*		[redacted] *Phone*
Event Date(s):	SEPT 16 2021 *Start Date*	SEPT 18 2021 *End Date*	
Anticipated Number of Attendees:	2500 *Per Day Total*	7500 *Grand Total*	

Event Type

- [x] Static: *events where the attendees primarily enter, watch and depart*
- [ ] Interactive: *events where attendees create a traffic flow and interact with each other*
- [ ] Participant: *events where attendees primarily participate in an activity or production*
- [ ] Community: *events with many activities and populations centers and likely a random traffic pattern*

Employees, Volunteers, Players, Performers, Actors, Etc.

Checklist:

- [ ] Symptom checking symptoms checked (checklist or verbal), including temperature checks when feasible
- [ ] Face coverings are worn in settings where other social distancing measures are difficult to maintain
- [ ] Ensure that face coverings are available
- [ ] Provide accommodations to high-risk employees & volunteers; minimize face-to-face contact, assign tasks that allow these individuals to maintain a 6-foot distance from other employees or customer
- [ ] Comply with distancing and hygiene guidelines

Keep a record of Attendees:

Please describe how you will record the name and contact information for each attendee, along with seating assignments or designated sitting/standing areas, to help identify and contact potential exposures

IT IS A GENERAL ADMISSION EVENT. WE HAVE CAPACITY TO RECORD OR MONITOR THIS

Social Distancing

A 6-foot distance must be maintained between household groups at all times including while seated, limiting the number of people in a confined area to enable adequate distancing at all times, and congregating at any point is not allowed. Please describe your plan to maintain appropriate social distancing throughout the event.

THIS IS NOT POSSIBLE AT THIS EVENT.

Attendees at Increased Risk for Severe Illness

Set an established window time for higher-risk groups to come in without pressure from crowds and/or separate entrances and queues, please describe your plan to accommodate higher-risk attendees.

THIS IS NOT POSSIBLE FOR THIS EVENT

Signage

Maintain signage to remind and help individuals stand or sit at least 6 feet apart, please describe your plan to maintain signage including the number of anticipated signs as well as locations.

SIGNS ARE POSTED OUTSIDE THE EVENT REMINDING ATTENDEES TO FOLLOW STATE GUIDELINES.

Payment Options

Encourage contactless payment; disinfect between transactions at facility stores/gift shops and comply with other retail recommendations, please describe your plan for payment.

WE HAVE CONTACTLESS CREDIT/DEBIT CARD PAYMENTS STATIONS SET UP AT OUR BOOTHS.

Hygiene & Sanitization

Dedicated staff for sanitizing high-touch areas, please describe your plan to provide hygiene and regular sanitization throughout the event.

WE HAVE HAND SANITIZER STATIONS SET UP AT THE EVENT.

Concessions

Checklist:

- ❑ Serving and seating protocols consistent with restaurant guidance
- ❑ Any concessions/restaurant seating is compliant with restaurant dine-in guidance
- ❑ Encourage contactless payment
- ❑ To the extent reasonable, serve grab-and-go food items
- ❑ Maintain 6-foot distancing for all lines

Additional Safeguards

Please share any additional planned safeguards or measures being enacted at the event.

THE STATE LIFTED COVID RESTRICTIONS IN MAY WITH THE PASSAGE OF HB294.

Signature

Please provide the signature of the organizational representative that will be responsible for ensuring event oversight.

ANDREW WHITE — *Printed Name*

TREASURER — *Title*

Signature

7-8-2021 — *Date*

USE AGREEMENT

User's Name: Matt Stillman
Organizations Name: St. George Lions Club
Phone: [redacted]
Address: [redacted]
Emergency Contact Name: Chad Drake
Emergency Contact Phone: [redacted]
(Must be in attendance during use)

This Use Agreement (Agreement) is entered into by and between the City of St. George, a Utah municipal corporation, herein referred to as (City), and User.

RECITALS

WHEREAS, City owns property known as the Dixie Sun Bowl located at 150 South 400 East, St. George, Utah hereinafter referred to as "PREMISES". User has obtained a special event permit from City to hold the event, which permit is incorporated into this Agreement as Exhibit A.

WHEREAS, User desires to use a portion of the PREMISES pursuant to the terms and conditions set forth herein for the purposes of Dixie Round Up Rodeo and hereinafter referred to as the "Activity" which area and activity are more fully described in Exhibit A.

WHEREAS, the PREMISES is public property which, under general principles of Utah law, obligate the City to obtain fair and adequate consideration in exchange for granting the User temporary use of the PREMISES.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

TERMS AND CONDITIONS

1. **RECITALS.** The above recitals are hereby incorporated as part of the terms and conditions of this Agreement.

2. **TERM.** Use of the Premises shall be for the terms described herein:
   Date of use: September 13-19, 2021
   Enter Premises at 8:00 a.m. on September 13, 2021, and exit at 8:00 p.m. on September 19, 2021, unless earlier terminated as provided for herein. These times include the time to set up and tear down for the Activities.

3. **FEES.** (Check box that applies)

☐ User shall pay to City as a use fee for the PREMISES $(Amount) for the term of the Agreement of which, $(Amount) is a security deposit and will be returned once the PREMISES have been inspected for damage and cleanliness and no problems are found. The full payment shall be paid at least seven days before the day of occupancy or as agreed to by City.

☐ User agrees to allow City staff to participate in the activity for free in exchange for allowing User access and use of the PREMISES.

☒ City donates the use of the PREMISES as a sponsor of the event.

4. **USE.** User may enter and remain on the PREMISES for the Activity as described and approved in Exhibit A. User is prohibited from using any portion of the PREMISES not authorized in Exhibit A. No unapproved activities are permitted. User acknowledges that the Agreement is not for exclusive use and that City shall be able to use the PREMISES for other purposes including other events so long as the use does not infringe on User's right to use the PREMISES on the limited basis described herein. Nothing in this Agreement shall be construed as giving User any leasehold or other rights or interest in the PREMISES or facilities, nor any right to use City's PREMISES or other property or facilities except for the uses expressly provided for in this Agreement. User may not use the PREMISES as a permanent or temporary residence. User must comply with the PREMISES policies and rules given to User by City.
   a. User will provide all labor, equipment, materials and supplies needed for the Activities.
   b. User will provide and use suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, and barrels or similar items in an unsightly or unsafe manner is prohibited.
   c. City reserves the right to require User to remove or eliminate anything City determines to be a risk.

5. **APPROVAL.** As part of the approval process, User has provided City with a detailed description of the activities which will be allowed on the PREMISES, the approximate total number of participants expected for the Activity, a detailed description of the security to be provided, a detailed description of the parking location and process, and any other information City staff, at their sole discretion, determine to be necessary in order to approve the Activity. If the number of participants exceeds the approximated number or the approved plan is not followed, City reserves the right to take any measures it deems necessary, including, but not limited to: (a) requiring an immediate increase in security; (b) requiring compliance with applicable fire codes or other laws to ensure public safety and to maintain the integrity of the PREMISES; and (c) immediately ending the Activity. User shall pay all costs associated with such measures.

6. **PROHIBITIONS.** User shall not, and shall not permit its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees, to: (a) engage in any act that, to an ordinarily prudent person, would be reasonably foreseeable to cause substantial or irreparable harm to the PREMISES; (b) use or occupy the PREMISES or any part thereof for any unlawful, disreputable or ultra-hazardous use (including the prohibited or unauthorized use, storage or disposal of any Hazardous Substance as defined by U.C.A.. § 19-6-102 (2007)); (c) operate or conduct its Activity in

the PREMISES in any manner that constitutes or gives rise to a nuisance of any kind; (d) bring any dangerous exhibits, materials, objects, vehicles or the like into the PREMISES; (e) make unauthorized use of PREMISES equipment; (f) improperly access areas outside of the specified use area; (g) engage in vandalism or other criminal activity; or (h) engage in any other action detrimental to the PREMISES or the City. User shall be liable for all damages associated with failure to comply with any provision under this section.

7. **ALCOHOLIC BEVERAGES.** User may sell beer as part of the Activities but may not sell, store or provide alcoholic beverages on the PREMISES after the approved hours for the Activities. User shall not allow its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees, to bring alcoholic beverages on the PREMISES except as provided herein.

a. User and its subcontractors shall possess and keep in force all applicable licenses and permits required for the distribution of alcohol. All alcoholic beverages distributed or consumed on the PREMISES and shall conform in all respects to applicable federal, state, and municipal laws, ordinances, rules, and regulations.

b. Restrictions on the dispensing and serving of Alcoholic Beverages. User shall provide appropriate security monitoring to ensure compliance with the following restrictions on the dispensing and serving of such alcoholic beverages.

i. No beverages containing alcohol shall leave the PREMISES during the Activity.

ii. The dispensing or serving of alcoholic beverages to persons under the age of 21 is illegal and prohibited.

iii. Alcoholic beverages may be dispensed and served to adults, and adults may possess and consume said beverages within the PREMISES, from the beginning of the Activity until 11:00 p.m.

iv. All dispensers and servers of alcoholic beverages within the PREMISES must be trained for such service through a program approved by the State of Utah, and must wear an identification badge, clearly visible to the public.

v. The serving or dispensing of alcoholic beverages to persons who appear to be intoxicated is prohibited.

vi. The maximum size of the cup in which alcoholic beverages may be served is 16 ounces.

vii. Alcoholic beverages may be served, possessed, and consumed only within the approved area of the PREMISES. User shall provide security monitoring to ensure that no alcoholic beverages are removed from the PREMISES.

viii. Dispensers or servers of alcoholic beverages within the PREMISES shall check the identification of persons seeking to consume said beverages who appear to the seller, dispenser, or server to be under 30 years of age.

ix. User or its subcontractors dispensing alcoholic beverages shall provide signage during the Activity that satisfies the requirements set forth in Utah Code Ann. § 32B-9-204(19).

8. **ADDITIONAL RESTRICTIONS ON USE AND IMPROVEMENTS.** User shall not place or store any flammable material, explosives, chemical solvents, fuels, or other chemicals or substances that may cause harm or damage to the PREMISES. User shall not cause any structure, building, or equipment to be placed, erected, or stored on the

PREMISES without City's prior written consent. User shall not alter, remodel, build, or modify anything in, on, under or about the property including, without limiting the generality of the foregoing, the buildings, improvements, or landscaping without the express written consent of City. User shall not dump, discard, abandon or place any items on the property that is not specifically allowed under this Agreement or by written consent of City. User shall not identify City as a responsible party to any Users that may occupy or enter upon the Property.

9. **ACCEPTANCE OF PREMISES.** User accepts the PREMISES in its present condition, AS IS and with all faults. User acknowledges that City makes no warranty as to the safety or fitness of the PREMISES. City shall not be required to perform, pay for or be responsible for any work to ready the PREMISES for User's use or any other work.

10. **COST OF OPERATION.** User agrees that the entire cost of operations shall be User's sole obligation, except for any operation or maintenance costs arising exclusively from activities of City.

11. **CARE OF THE PREMISES.** User shall leave the PREMISES in substantially the same condition as when first possessed by User. City shall present a written claim for any damages to the PREMISES. User understands and agrees that it shall be solely responsible for paying for all damages to the PREMISES, including but not limited to any of the following items if used: displays, chairs, tables, audio visual or sound equipment during its use of the PREMISES. User may not make any improvements or changes to the PREMISES.

12. **CITY'S OTHER RIGHTS.** In addition to all other rights provided herein or by law, City shall have the right to enter upon the PREMISES at all times for any purpose, to assign its rights under this Agreement, or to mortgage or pledge the PREMISES as security to a lender, in which event the User will subordinate its rights as may be reasonably necessary to accommodate the security interest of the lender. In any event, this Agreement shall continue in full force and effect unless terminated according to the terms hereof.

13. **PHOTOGRAPHY.** User agrees that City may photograph or otherwise record images or likeness of the Activity and use the photograph or images in its advertising and for other purposes.

14. **INSURANCE.**
    a. User shall secure and maintain during the Agreement general liability and property damage insurance that shall protect User, City and City's representatives from all claims and legal costs for bodily injury or personal injury, including accidental death and property damage claims arising from operations under this Agreement. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate and shall be named as a Certificate Holder. The insurance shall be on a "claims made" form rather than on an "occurrence" form, must (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least

three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. User must provide evidence of current extended discovery coverage and the purchase options available upon policy termination. The minimum commercial general liability insurance shall be as follows:

i. Comprehensive general liability insurance for injuries, including accidental death, to any one person in any one occurrence in an amount not less than $1,000,000 Dollars.
ii. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than $3,000,000 Dollars.
iii. Broad form property damage insurance in an amount not less than $300,000 Dollars.

b. Concessionaire shall procure Dram Shop Liability insurance, or its equivalent, providing coverage for any and all liability pursuant to the distribution and use of alcohol on the PREMISES, in the minimum amount of $1,000,000 per occurrence and $5,000,000 general aggregate with the City as an additional insured.
c. The insurance requirement shall not be construed as limiting User's liability.

15. **INDEMNITY.** Neither the City, its agents, elected officials, officers, employees, nor representatives shall be liable for any loss, damage, injuries or other casualty of whatsoever kind or whomsoever caused to the person or property of anyone, including User, on or off the PREMISES, arising out of or resulting from User's, User's employees', agents', Users', volunteers', attendees', and invitees' use or possession of, or Activities on the PREMISES, or from defects in the PREMISES, either apparent or hidden. User for itself, its successors and assigns, hereby agrees to indemnify, defend and hold harmless City and its officers, agents, employees, contractors and volunteers from any and all liabilities, losses or damages and/or any and all claims, personal injury or otherwise, occasioned by or in connection with: (a) the activities or omissions of User and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees; and (b) City's performance under this Agreement. This indemnification requirement includes indemnification for claims of attorney's fees, court costs and litigation expenses of all types and amounts. In the event of any such claims made or suits filed against City, City shall give User written notice. User agrees to defend against any claims brought or actions filed against City, whether such claims or actions are rightfully or wrongfully brought or filed. In case a claim should be brought, or an action filed with respect to the subject of the indemnity herein, User agrees that City may employ attorneys of its own selection to appear and defend the claim or action on its own behalf at the expense of the User, jointly or severally.

16. **TERMINATION.** This Agreement may be terminated prior to the expiration of its term upon the happening of any of the following events:

a. User gives written notice to City. If User terminates this Agreement thirty (30) days or less prior to the scheduled date of the event, the security/cleaning deposit shall not be refunded.
b. User breaches any of the covenants or provisions herein, including the failure to pay fees or any other monetary sums required under this Agreement.
c. User fails to comply with any laws, rules, regulations, ordinances, or policies.
d. City or User is unable to perform its obligations under the terms of this Agreement due to the acts of (a) third parties, other than those hired by or affiliated with the City

or User; (b) an Act of God; or (c) some other force majeure; it is hereby stipulated that no claim shall be made against the other party for damages.

e. The City may terminate this Agreement for any reason, at any time, as it sees fit. If City terminates this Agreement without cause, all fees shall be returned.

17. **EVENTS UPON EARLY TERMINATION.** Upon early termination, User shall immediately end its Activity and vacate the PREMISES. Failure to leave immediately upon notice shall be deemed a criminal trespass.

18. **COMPLIANCE WITH LAWS.** User and its officers, agents, employees, participants, patrons, occupants, vendors, contractors, guests and others, including assignees, shall comply with all State and Federal laws, City and County ordinances, including but not limited to environmental laws and regulations, business licensing laws, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration laws, rules, and regulations (OSHA), and the Americans with Disabilities Act (ADA).

19. **NOTIFICATION**. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows, unless written notification has been provided designating a different individual or address for notices:

CITY: City of St. George
175 East 200 North
St. George, Utah 84770
Attention: Emilie Pinkelman

USER: St. George Lions Club
[redacted]
Attention: Matt Stillman

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

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

22. **SUCCESSORS AND ASSIGNS.** User shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without the prior written approval of City. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their

successors and permitted assigns, but shall not inure to the benefit of any third party or other person.

23. **NON-WAIVER**. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the City and User, and no statement, promise or inducements made by either party or agents for either party, which are not contained in this written agreement or in the attachments, shall be binding or valid, and this Agreement may not be enlarged, modified, or altered, except in writing signed by both the City and User.

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

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

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

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

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

30. **AUTHORIZATION.** The parties hereto have subscribed their names through their proper officers duly authorized as of the day and year first above written.

IN WITNESS WHEREOF, this Agreement has been executed by the parties effective from this ____day of _____, 2021.

CITY: City of St. George

_____
Michele Randall, Mayor

ATTEST :

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM

_____
Paula Houston, Deputy City Attorney

USER: St. George Lions Club

_____
Matt Stillman, PIC

EXHIBIT A

For the Use Agreement for City Property Allowing Alcohol

Special Event Packet and Approval

SINGLE EVENT PERMIT
Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission to issue an event permit to an organization for the purposes of storage, sale, offer for sale, furnish, or allow the consumption of an alcoholic product on the event premises

AUTHORITY: Utah Code 32B-9-201

St. George, [◉] City [ ] Town [ ] County
Local business license authority

hereby grants its consent to the issuance of a temporary single event permit license to:

Applicant Entity/Organization: St. George Lions Club

Event Name: St. George Lions Dixie Round Up Rodeo

Event location address: 150 South 400 East (street) St. George (city) UT (state) 84770 (zip)

On the 16th, 17th and 18th (dates) day(s) of September (month), 2021 (year)

during the hours of 6:00 p.m. - 11:00 p.m. each night (defined hours from – to), pursuant to the provision of Utah Code 32B-9.

We recommend this entity as conducting a civic or community enterprise* **[ ] Yes** **[ ] No**
[ ] Not providing a recommendation

***As Part of local consent required by 32B-9-201(1)(c), the locality *may* provide a recommendation as to whether the entity is conducting a civic or community enterprise.** A civic or community enterprise means a function that is in the nature of a temporary special event such as a social, business, religious, political, governmental, educational, recreational, cultural, charitable, athletic, theatrical, scholastic, artistic, or scientific event. A "civic or community enterprise" generally is a gathering that brings members of a community together for the common good. Single event permits may not be issued to or obtained by an entity or organization for the purpose of avoiding or attempting to avoid the requirement of state retail alcohol licensing.

Authorized Signature

Adam Lenhard, City Manager
Name/Title

7/13/21
Date

This is a suggested format. A locally produced city, town, or county form is acceptable.
AS OF SEPTEMBER 1, 2015, LOCAL CONSENT MUST BE SUBMITTED TO THE DABC BY THE APPLICANT.

ALCOHOL SINGLE EVENT PERMIT APPLICATION

St.George
THE BRIGHTER SIDE

Rev. 9-27-19

City of St. George Special Events
175 East 200 North
St. George, UT 84770

Phone: 435-627-4712
E-mail: events@sgcity.org

1. Name of Organization: ST. George LIONS CLUB.
2. Address: 301 E 100 SOUTH (Street) ST. George (City) UT. (State) 84770 (Zip)
3. Phone number: [redacted]
4. Person to contact: Matt STILLMAN
5. Type of organization: (check one) Please include a list of officers.

- ☐ Incorporation Association
- ☐ Corporation
- ☐ Partnership
- ☐ Church
- ☐ Political Organization
- ☐ Limited Liability Co.
- ☒ Local Chapter

6. Applicant's Name: MATT STILLMAN [redacted] (Social Security Number)
7. Applicant's Residence Address: [redacted] (Street, City, State, Zip)
8. Applicant's Phone Number: [redacted]
9. Name of Event: ST. George LIONS Dixie Round up RODEO
10. Purpose of Event: TO give BACK TO our COMMUNITY.
11. Date(s) and Hours of Event: SEPT- 16-18-2021. 6:PM - 11:00 PM
12. Admission Charge: $ 12.00 $ Attendance: 6000.
13. Name of Location of Event: Sun Bowl.
14. Address of Event: 150 S 400 E (Street) ST. George (City) UT (State) 84770 (Zip)

Criminal History. The City Ordinance prohibits any person who has been convicted of a felony or of any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or who has pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance from holding a single event permit. No partnership, limited liability company, corporation, or other entity, holding any interest greater than twenty percent (20%) shall be issued a permit if any of its partners, members, trustees, officers, directors or shareholders have been convicted of a felony or any violation of any law or ordinance relating to alcoholic beverages, driving under the influence, keeping a gambling or disorderly house, or any law or ordinance involving moral turpitude, or have pleaded guilty to or forfeited bail on a charge of having committed a felony or of having violated any such law or ordinance.

Please list all criminal offense of which you or any of the above persons have ever been convicted. If none, the undersigned applicant attests that the above persons have not been convicted of any disqualifying criminal offenses

Name	Criminal Offense	Date of Conviction

The undersigned hereby makes application to the City of St. George for a single event permit and certifies the information contained herein and attached hereto is true and correct.

7 day of JULY, 2021.

Matthew Stillman
Authorized Applicant Signature

Radio Clinician
Title

STATE OF Utah

COUNTY OF Washington

SUBSCRIBED AND SWORN TO me before this 7th day of July, 2021

Julia K Layton
Notary Public

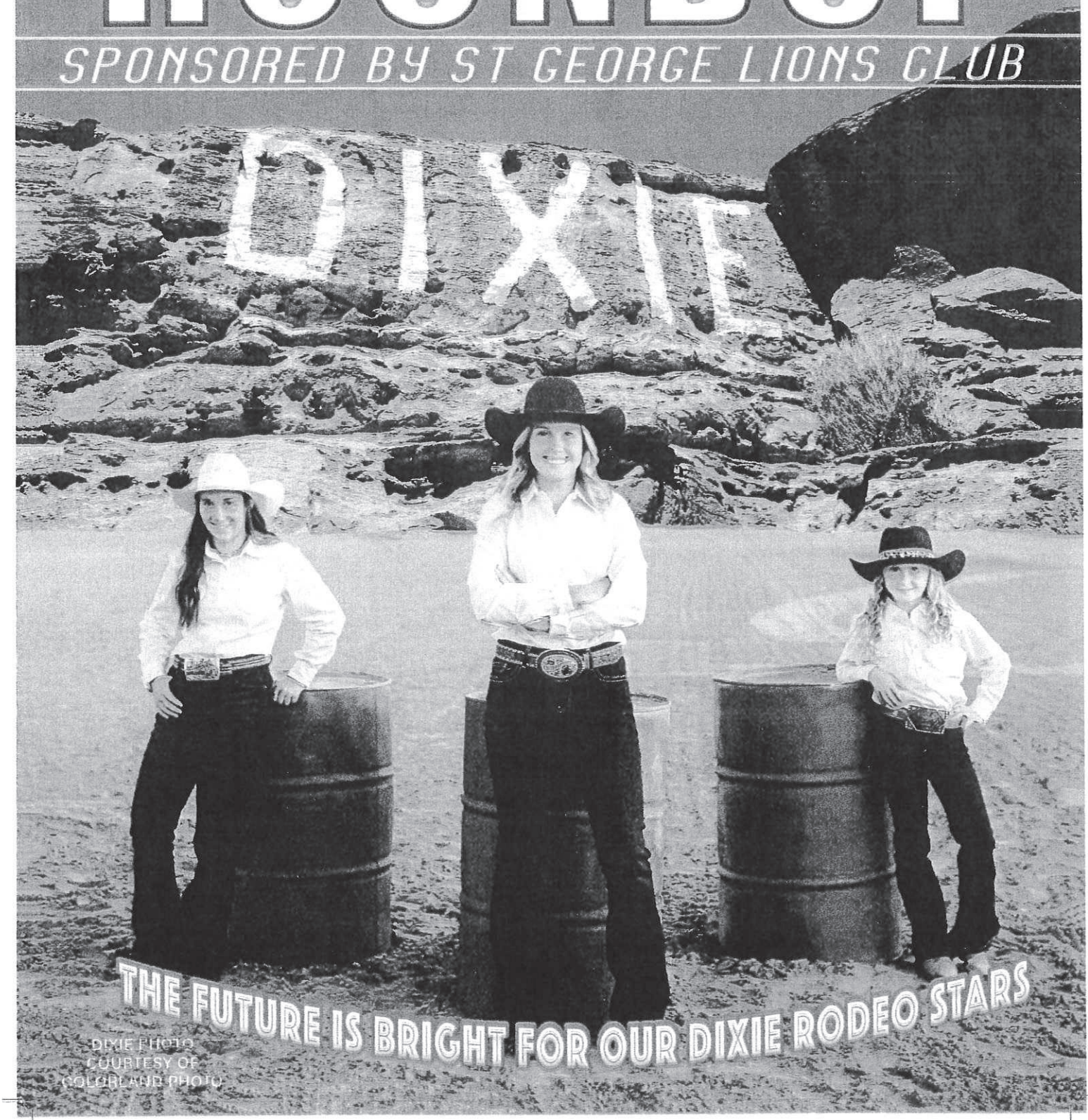
My Commission Expires: 4/3/2024

JULIA K LAYTON
Notary Public - State of Utah
Comm. No. 711369
My Commission Expires on
Apr 3, 2024

86th annual

Dixie ROUNDUP

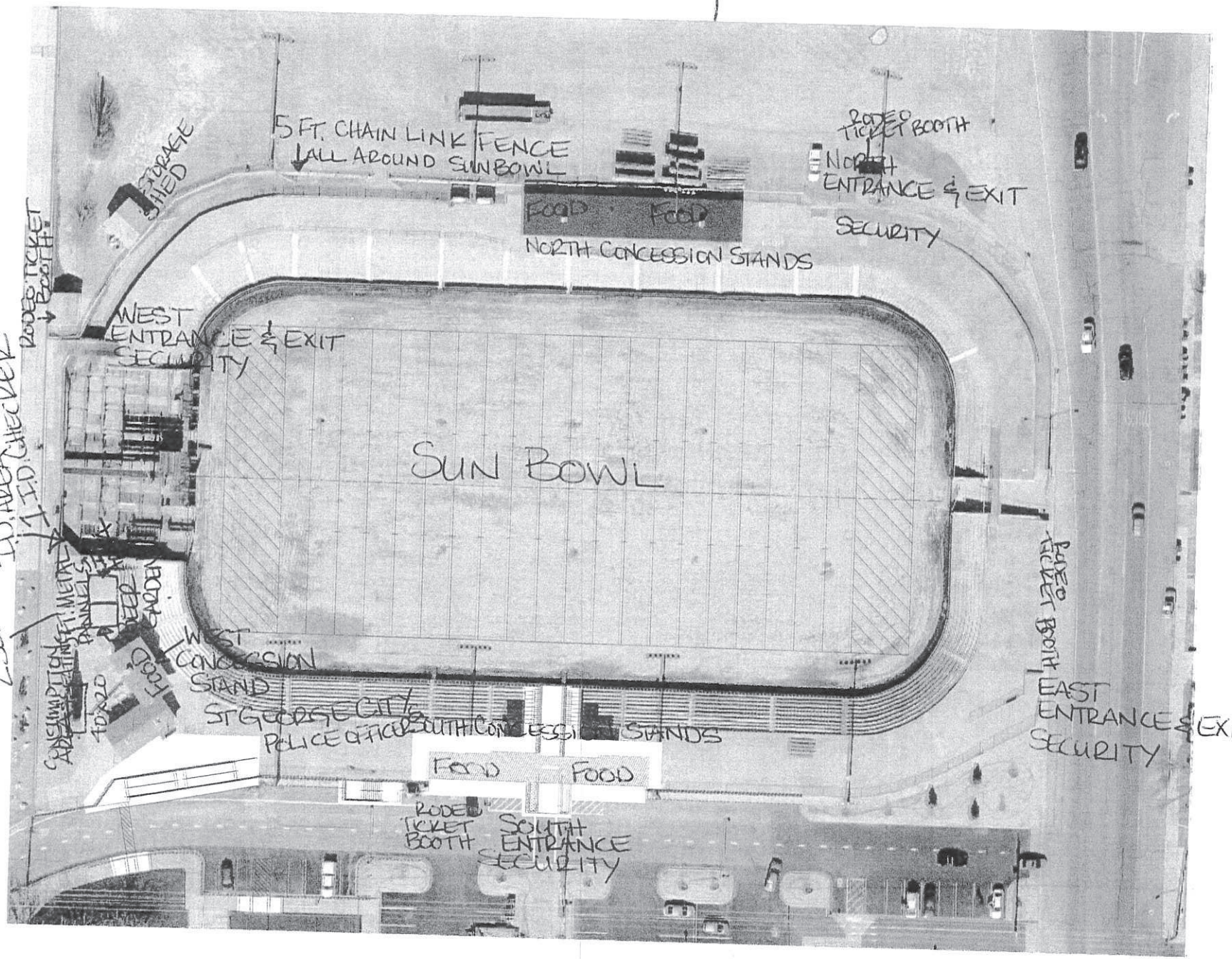
SPONSORED BY ST GEORGE LIONS CLUB

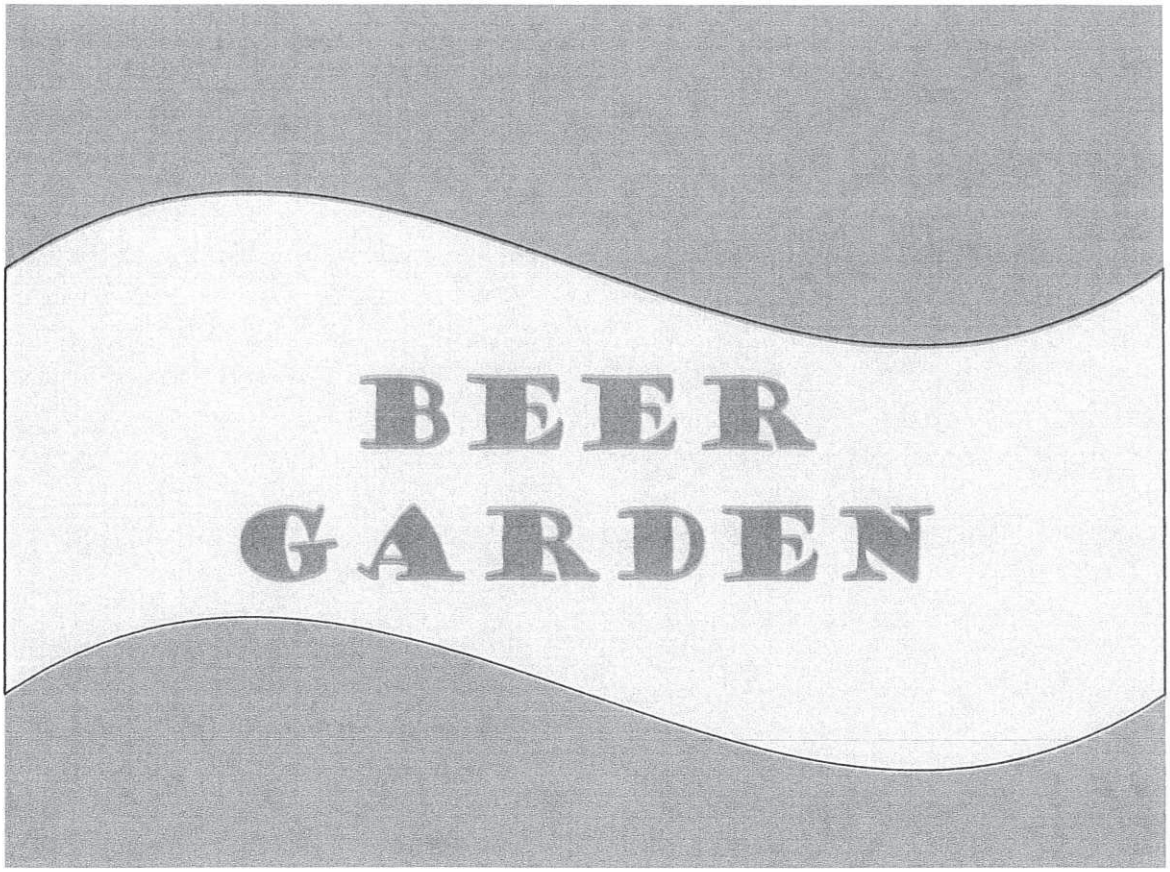


THE FUTURE IS BRIGHT FOR OUR DIXIE RODEO STARS

DIXIE PHOTO
COURTESY OF
COLORLAND PHOTO

LIONS DIXIE KOUNDUP RODEO





2' x 10' BANNER

St. George Lion's Club
Profit & Loss Detail
July 1, 2019 through July 7, 2021

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Expense								
Fundraising Expenses								
Donations								
Scholarships								
Check	01/07/2020	8896	Washington Cou...	Ag Science		Checking	1,000.00	1,000.00
Check	05/05/2020	8920	Kathleen Gubler	Academic D...		Checking	302.93	1,302.93
Check	06/09/2020	8923	Dixie State Unive...			Checking	2,000.00	3,302.93
Check	06/12/2020	8927	Dixie Technical C...			Checking	7,000.00	10,302.93
Check	01/28/2021	9011	Dixie Technical C...	Ally T		Checking	500.00	10,802.93
Total Scholarships							10,802.93	10,802.93
General Donations								
Check	09/03/2019	8819	FOP Lodge #35	Fraternal Or...		Checking	6,000.00	6,000.00
Check	09/03/2019	8820	Dixie FFA			Checking	2,500.00	8,500.00
Check	09/24/2019	8838	Marysvale Firemen			Checking	300.00	8,800.00
Check	10/03/2019	8862	Dixie 6 Rodeo	Amanda Mc...		Checking	3,000.00	11,800.00
Check	12/03/2019	billpay	Star Sign & Banner	Pink check ...		Checking	35.20	11,835.20
Check	12/03/2019	8886	Coins For Kids			Checking	3,100.00	14,935.20
Check	12/03/2019	8887	Foundation of Dix...			Checking	12,000.00	26,935.20
Check	02/06/2020	8903	SUJHRC			Checking	3,000.00	29,935.20
Check	02/06/2020	8904	Assistance Leagu...			Checking	2,000.00	31,935.20
Check	02/06/2020	8905	WCBRA			Checking	1,000.00	32,935.20
Check	02/06/2020	8906	Dixie State Wrest...			Checking	3,000.00	35,935.20
Check	03/05/2020	8912	Francis Rossbach	Academic d...		Checking	28.11	35,963.31
Check	03/05/2020	8913	XPFSG			Checking	1,500.00	37,463.31
Check	06/25/2020	8935	Fraternal Order of...			Checking	300.00	37,763.31
Check	07/07/2020	8942	Love Like Joe Fo...			Checking	700.00	38,463.31
Check	07/07/2020	8943	Dixie High School...			Checking	2,100.00	40,563.31
Check	08/04/2020	8949	Dixie FFA			Checking	2,500.00	43,063.31
Check	09/03/2020	8958	WCBRA	Crystal Hall ...		Checking	1,500.00	44,563.31
Check	09/19/2020	billpay	St George Cham...			Checking	150.00	44,713.31
Check	10/08/2020	8991	Sleep In Heavenl...			Checking	1,000.00	45,713.31
Check	10/15/2020	8994	Tallen Bennett	Steed Gran...		Checking	100.00	45,813.31
Check	12/15/2020	9007	Washington Cou...	Sterling Sch...		Checking	1,000.00	46,813.31
Check	01/26/2021	9010	Low Vision Reha...			Checking	235.95	47,049.26
Check	01/28/2021	9012	Intermountain Fo...	Pink Night		Checking	12,000.00	59,049.26
Check	02/04/2021	9014	SUJHRC			Checking	3,000.00	62,049.26
Check	03/17/2021	9016	WCBRA			Checking	1,500.00	63,549.26
Check	03/17/2021	9017	XPFSG			Checking	1,500.00	65,049.26
Check	04/13/2021	9021	Assistance Leagu...			Checking	3,000.00	68,049.26
Total General Donations							68,049.26	68,049.26
Eye Glasses/Exams								
Check	12/12/2019	8889	Paradise Canyon ...	C. Northern		Checking	100.00	100.00
Check	02/27/2020	8909	America's Best	Avakian Heidi		Checking	100.00	200.00
Check	10/26/2020	8997	EyeMart Express	Donna Gille...		Checking	100.00	300.00
Check	01/14/2021	9009	Utah Lions Found...			Checking	235.95	535.95
Total Eye Glasses/Exams							535.95	535.95

St. George Lion's Club
Profit & Loss Detail
July 1, 2019 through July 7, 2021

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
Remembrance & Illness Gifts								
Check	12/03/2019	8884	dusty Cummings	K. Roche		Checking	85.39	85.39
Check	12/31/2019	8892	Mark Breinholt			Checking	44.84	130.23
Check	03/30/2020	8918	dusty Cummings	Ence, Lane		Checking	170.78	301.01
Total Remembrance & Illness Gifts							301.01	301.01
Total Donations							79,689.15	79,689.15
Total Fundraising Expenses							79,689.15	79,689.15
Total Expense							79,689.15	79,689.15
Net Income							**-79,689.15**	**-79,689.15**

DRAFT

Agenda Item Number : 1e

Request For Council Action

Date Submitted	08/02/2021 12:52 PM
Proposed City Council Date	08/05/2021
Applicant	Water Services Dept.
Subject	Consider approval of a bid from JP Excavation for the Entrada Irrigation Transmission Pipeline.
Background	Awards for the Entrada Irrigation Transmission Pipeline were received from four contractors. The low bid for the project was submitted by JP Excavation, in the amount of $1,458,346.46. This pipeline connects to a major secondary irrigation pipeline that connects the reuse plant to Gunlock Reservoir. This pipeline will provide a redundant source of secondary irrigation water to the Entrada and Ledges area.
Proposed Resolution	Water Services staff recommends approval.
Cost	$$1,458,346.46
Action Taken	
Requested by	Scott Taylor
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** 1,630,000

DRAFT

Agenda Item Number : 02

Request For Council Action

Date Submitted	07/14/2021 05:40 PM
Proposed City Council Date	08/05/2021
Applicant	Paula Houston
Subject	Consider approval of a resolution to authorize the city manager to execute private hangar agreements.
Background	The city owns and operates an airport. As part of the airport, a certain portion of the land has been designated for lease to individuals for private hangars. Historically, all private hangar agreements have been sent to the city council for approval. Because the city council has already approved the area to be leased for private hangars and has approved all of the fees to be charged for the private hangars, preparing and executing the actual lease agreement is an administrative act that should be handled by the city manager.
Proposed Resolution	Recommend approval of the resolution authorizing the city manager to execute all private hangar agreements.
Cost	$
Action Taken	
Requested by	Paula Houston
File Attachments	resolutionauthorizingcitymanagertoexecuteprivatehangaragreements071421174026.doc
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE PRIVATE HANGAR AGREEMENTS

WHEREAS, the City owns and operates an airport and has designated an area of the airport for ground to be leased for the construction and operation of private hangars; and

WHEREAS, the City leases the ground and allows for the construction and operation of private hangars pursuant to a private hangar agreement that has been approved by the Legal Services Department and for an amount that has been approved by the City Council; and

WHEREAS, the City Council believes the execution of the private hangar leases is an administrative act that should be managed by the city manager; and

WHEREAS, the City Council believes authorizing the city manager to execute all private hangar agreements is in the best interest of the citizens of the City of St. George. This authorization does not include fixed base operator (FBO) agreements, single aeronautical service operator (SASO) agreements, commercial operating agreements or concession agreements.

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council:

The city manager is hereby authorized to execute all private hangar agreements using the private hangar agreement approved by the Legal Services Department and assessing the fees approved by the City Council.

This resolution shall become effective immediately.

PASSED AND ADOPTED by the City Council of the City of St. George, this ___ day of _____, 2021.

CITY OF ST. GEORGE

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

DRAFT

Agenda Item Number : 03

Request For Council Action

Date Submitted	07/22/2021 03:46 PM
Proposed City Council Date	08/05/2021
Applicant	City of St. George
Subject	Consider approval of an ordinance amending Title 7, Chapter 5 of City code regarding cemetery policies and abandonment of cemetery burial lots due to passage of time.
Background	Proposed amendments include clarifying definitions; limitation on transferability of burial rights; sale of burial rights; subdivision of burial rights; allowing the burial of up to two (2) cremains above a buried casket; voluntary surrender of burial rights; abandonment through nonuse - reclamation; and minor modifications to existing language.
Proposed Resolution	Staff recommends approval.
Cost	$
Action Taken	
Requested by	Brad Rollins
File Attachments	
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7, CHAPTER 5, REGARDING CEMETERY POLICIES AND ABANDONMENT OF CEMETERY BURIAL LOTS DUE TO PASSAGE OF TIME

WHEREAS, the city council desires to make changes to Title 7, Chapter 5, Cemeteries, to clarify the policies and procedures for administration of city cemeteries, and to provide for abandonment and reverter to the city of burial lots, plots, or rights that have been unused for 60 years or more; and

WHEREAS, the city council has considered the proposed amendments in a public hearing; and

WHEREAS, the city council has determined that changes to the ordinances is in the best interest of the health, safety, and welfare of 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 hereby is repealed.

Section 2. Enactment. Title 7, Chapter 5, Cemeteries, is attached hereto and incorporated herein by this reference as Exhibit A.

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 the date executed below, and in the manner required by law.

APPROVED AND ADOPTED by the city council of the city of St. George, this ____ day of _____, 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, city Recorder

EXHIBIT A

CEMETERIES
Title 7, Chapter 5

7-5-1: DEFINITIONS:

As used in this chapter~~:~~ the following terms are defined as follows:

BURIAL: The interment of human remains~~.~~, including cremated remains.

BURIAL LOT: The location, by section and block, identified in a city cemetery for the future exercise of a burial right, or the memorial to a deceased person, including historically created half burial lots.

BURIAL RIGHT: The non-transferrable, limited right of a specific individual to be buried in a specific burial lot in any land designated by the city as a cemetery or a cremation garden.

BURIAL VAULT: A structure used to hold a casket or container of cremated remains.

CERTIFICATE OF BURIAL RIGHT: A document issued by the city identifying the individual who may be buried in a burial lot.

CREMATED REMAINS: ~~The~~ The remains of a deceased human that have been reduced to ashes ~~of an incinerated deceased person~~.

DISINTERMENT~~/EXHUMATION:~~: The permanent removal of a ~~burial vault and/or~~ casket or cremated remains from a ~~plot~~burial lot.

~~FUNERAL FLOWERS: Flowers placed on the grave at time~~EXHUMATION: The temporary removal of human remains from a burial lot.

GRAVE: ~~An excavation~~ A burial lot in ~~the ground for purposes~~which human remains, including cremated remains, have been buried or which has been excavated in anticipation of burial.

HEADSTONE: A marker or monument used to identify the person interred in a burial lot.

MARKER: A headstone that is flat, flush to the natural grade of a grave identifying the person whose remains are buried in the grave.

MEMORIALS: Items placed on a ~~grave~~burial lot as a remembrance. ~~Temporary memorials include, but are not limited to, potted plants, flags, floral wreaths and flowers~~

~~in vases. Semipermanent memorials include, but are not limited to, trees, shrubs and perennial flowers.~~

MONUMENT~~/GRAVE MARKER:~~: A ~~marker used to identify~~headstone that is upright located on a grave identifying the person whose remains are buried interred in ~~a plot.~~

~~PLOT: An area of ground in which burial rights are deeded to an individual for~~ the ~~purposes of burial~~grave.

~~RESIDENT: Any member of a household whose primary place of residence can be shown to be established in the city of St. George, Utah.~~

~~VETERAN: A person recognized by the veterans administration as having veteran's status.~~

7-5-2: SEXTON POWERS AND DUTIES:

The sexton, subject to the direction of the city council and any department head placed over ~~him~~the sexton by the city manager, has entire charge of the cemetery and is authorized to enforce the rules and regulations pertaining thereto. ~~He~~ The sexton may take such action as may be necessary, though not expressly set forth herein, in order to protect the property of grave and lot owners, and the cemetery, from injury, and to preserve the peace, economy and good order of the cemetery. ~~It shall be the duty of the~~ The sexton ~~to~~shall keep the cemetery plat and related records up to date~~,~~ and ~~to~~ cooperate with the city treasurer in maintaining records of charges and payments made pursuant to this chapter. The sexton or a competent deputy shall attend every interment in a cemetery and shall register the names and ages of all persons interred therein~~,~~ and the place of their interment. ~~He~~ The sexton shall open and close graves, maintain the cemetery, and perform such other duties as may be required elsewhere in this chapter or directed by the city council.

7-5-3: LOCATION OF CEMETERIES:

~~Block 59, plat B~~ The city may maintain a cemetery in any location owned by the city and ~~the west half~~designated as a cemetery by the city council. Any designation by the city council of ~~block 58, plat B of the city survey, is hereby reserved for a cemetery block, and shall be known as the city cemetery. Each lot contained therein shall contain six (6) plots. There will also be a cemetery known as the Tonaquint cemetery located north of Dixie Drive and west of the Tonaquint park. Purchasers of plots or burial spaces within a cemetery shall acquire the rights of burial in each plot in perpetuity, subject to the rules and regulations herein prescribed. Additional locations may be designated for cemetery~~

~~use upon resolution of the city council, and "cemetery," as used herein, shall include all such locations.~~a cemetery shall be permanent.

7-5-4: BURIAL RIGHTS:

~~**CONVEYANCE; DESCENT AND INHERITANCE:**~~

~~A. *Deed:* Plots and burial spaces in lots within a cemetery as described in section 7-5-3 of this chapter, as designated on a plat to be kept in the city offices, and staked under the supervision of the sexton, or any other tract of land that may hereafter be designated by the city for such purpose, shall be conveyed by deeds of right granting a license to use for burial purposes. Such deeds will be registered with the city in a book kept for that purpose and issued to the purchaser. Upon the death of the registered owner, the city shall act upon its best judgment in determining heirship and succession, unless an affidavit of heirship, together with the power appointing one of the heirs to represent all or a certified copy of a decree of distribution of the estate of the deceased purchaser, is first filed with the city recorder. The city shall have no liability for a failure to properly determine the legal succession of the rights in any cemetery space. The size of any lot or the number of lots to be sold to any person or family shall be in the sole discretion of the city, but no more than six (6) lots shall be sold to one individual or his agent unless it can be shown that they are intended for the immediate members of a single-family or unless otherwise approved by the city council. The right to lay, maintain and operate lines for water supply or drainage is expressly reserved to the city across any portion of the cemetery block.~~

~~B. *Abandonment Through Nonuse:* Any lot or burial space which has remained empty without burial use for a period in excess of sixty (60) years will be presumed to have been abandoned by the lot purchaser. Because the responsibility for maintenance has been upon the city for that period and in the interest of best utilization of cemetery space, such lots and burial spaces may be reclaimed and sold by the city in the manner provided in this section; provided, that the previous owner or someone holding the right of the previous owner, upon presentation of satisfactory evidence of an intent to use the space for a burial and to defray the cost of its future maintenance, shall be allowed to retain burial rights in the said plot or space. Evidence of an intent to maintain the space in the future may be shown by payment at that time of the perpetual care fee then required by section 7-5-5 of this chapter.~~

~~C. *Reclaim Of Abandoned Lot By City:* The sexton shall advise the city recorder of an apparent abandonment through nonuse of a lot or burial space, and the city recorder shall determine from the cemetery records when the original deed was issued and whether a sixty (60) year abandonment exists. If so, the city council may pass a resolution requiring that anyone claiming ownership meet the requirements of subsection A of this section, or that the original deed be voided and the property abandoned. The resolution shall be served upon anyone claiming ownership by publication for three (3) successive weeks in a newspaper of general circulation within Washington County, and a copy of the resolution shall be mailed within fourteen (14) days after such publication to the last known address of the owner of record or any heirs known to the city, if deceased, provided any such addressed be available. Upon the expiration of thirty (30) days after the last publication of the resolution, unless an owner has come forward and satisfied the requirements of subsection A of this section, all rights in the lot or space shall be terminated and thereafter be vested in the city.~~

A. Sale of Burial Rights: The city is authorized to sell burial rights only to individuals. Upon a sale of a burial right, the city shall issue a certificate of burial right, which certificate shall grant to the individual named therein the non-transferable right to be buried in the burial lot identified therein. The certificate of burial grants only a license to be buried and is not a conveyance of any title, fee, or other ownership or possessory interest in burial lot. An individual may purchase more than one burial right so long as each issued certificate of burial right identifies the individual who is entitled to be buried in the burial lot identified therein. One individual may be named in no more than 2 certificates. Any certificate of burial right that does not name the individual who may be buried in the burial lot identified therein is invalid. The cost of a burial right shall be established by the city council as part of the city's duly enacted fee schedule. If the individual named in the certificate is not a resident of the city, the cost of the burial right shall be the non-resident fee.

B. Limitation on Transferability of Burial Rights: Burial rights may not be transferred in any manner, except the individual named in a certificate of burial right may (1) subdivide a burial right as provided in Section 7-5-4C below and (2) conditionally surrender the burial right covered in the certificate of burial right as provided in Section 7-5-4D below.

C. Subdivision of Burial Rights: A burial right includes the non-transferable right to allow the burial of additional human remains in a burial lot in the following combinations:

1. One (1) casket buried at normal depth, with up to two (2) containers of cremated remains buried above the casket - one buried under the headstone for the casket

and one buried with a separate headstone halfway between the headstone for the casket and the end of the casket.

2. Up to four (4) containers of cremated remains, with one buried in each quadrant.

While alive, the individual named in the certificate of burial right must consent in writing to the burial of any other remains in the burial lot identified therein. Once the individual named in the certificate of burial right has passed away, the burial of any other remains in the burial lot identified therein may be allowed by (1) the surviving spouse of the individual named in the certificate of burial right or (2) if no spouse survives, a descendant of the individual named in the certificate of burial right. Before the city will allow a descendant to consent to the burial of any other remains in the burial lot, the descendant must either obtain the written consent of all of the surviving descendants of the individual named in the certificate of burial right, by representation, or must notify in writing all descendants, by representation, of an intent to allow other remains in the burial lot, which writing must explicitly state that the city must receive any objection in writing within 30 days. If the city does not receive any objection within 30 days from the date the last notice was mailed, the descendant may consent to the burial of other remains in the burial lot. If the city receives an objection within 30 days from the date the last notice was mailed, the descendant may not consent to the burial of other remains in the burial lot. Before notifying descendants of an intent to consent to the burial of other remains in the burial lot, the descendant must notify the city of such intent, identify for the city the name and last known address of all known surviving descendants of the individual named in the certificate of burial right, and deliver a copy of the notices to the city, with proof of mailing. The legally recognized guardian of any minor or incapacitated descendant may act on behalf of the minor or incapacitated descendant.

D. Voluntary Surrender of Burial Rights: At any time prior to 60 years from the date of issuance of a certificate of burial right, the individual named in a certificate of burial right, or the legally recognized guardian of the individual named in a certificate of burial right, may surrender the burial right to the city by delivering to the city a signed and notarized document indicating an intent to surrender. Upon surrender, the city shall refund the original purchase price of the burial right to the surrendering individual. The surrendering individual may elect to condition the surrender of the burial right on the sale of the burial right to an individual identified by the surrendering individual by identifying the successor individual in the notarized surrender document. The identified individual shall have 30 days from the date of surrender to pay the then current fee for a burial right. If the surrendering individual fails to identify a successor in the surrender document, or the individual identified to purchase the burial right fails to pay the fee within 30 days from the date of surrender, the surrender shall be deemed unconditional and the city may immediately thereafter sell the burial right as the city deems fit in the city's sole discretion.

D. Abandonment Through Nonuse; Reclamation: If a burial right, including any subdivided burial right, remains unexercised for more than 60 years from the date of issuance, the burial right shall be deemed abandoned and the city may reclaim the

associated burial lot in any manner authorized by the laws of the State of Utah. The city may sell a burial right for any reclaimed burial lot.

~~**7-5-5:**~~

~~**PERPETUAL CARE AND BURIAL RIGHTS; COSTS:**~~

~~A. *Perpetual Care Required:* No burial rights in the cemetery shall be sold without perpetual care for the space to be used. Perpetual care shall consist of that maintenance necessitated by natural growth and ordinary wear, and it shall be provided at reasonable intervals within the budget limits of the cemetery.~~

~~B. *Costs:* Costs shall be in such amounts as established by resolution of the city council.~~

~~C. *Resident Defined:* For purposes of this section, a "resident" shall mean any member of a household whose primary place of residence can be shown to be established in the city.~~

~~D. *Transfers:* Deeds of burial rights may not be transferred from the original purchaser to a new owner without approval by the city and issuance of a new deed. A transfer fee in such amount as established by resolution of the city council shall be paid for the processing and issuing of a new deed. If additional costs are payable because a transferee is a nonresident, the additional cost shall be computed and paid at the time of the transfer.~~

7-5-5: PERPETUAL CARE FEE:

At the time a burial right is sold by the city, the city shall charge a reasonable fee, as established by the city council on the city's duly enacted fee schedule, to cover perpetual care of the burial lot, which is nonrefundable. The fee shall not exceed the amount anticipated by the city to cover the projected cost of maintenance necessitated by natural growth and ordinary wear and tear.

7-5-6: BURIAL PERMIT:

No ~~body~~remains shall be interred, or remains received, unless a ~~burial~~statistics report is received from a licensed mortician and signed by the funeral director, which shall be an acknowledgment of the ~~mortuary's~~mortuary's obligation to pay for the burial, or unless the burial charges have been paid in advance to the city treasurer and receipt ~~therefor~~therefore is presented to the sexton as a permit for the burial. The burial report

or receipt shall reflect the full name of the deceased, the date and place of birth, the date and place of death, and the name and address of the person responsible for disposal.

7-5-7: FEES FOR BURIAL:

A. ~~*Collection:* The city treasurer is hereby authorized and required to collect, with.~~

Burial Fee: Upon the ~~assistance~~exercise of a burial right, the ~~sexton, the required fees as set by resolution of the city council.~~

B. ~~*Other Services:* For any other service rendered, the sexton~~ city shall ~~collect~~charge a reasonable fee ~~to be determined in advance.~~

C. ~~*Disinterment Including Vault:* If it is requested that a disinterment shall include the vault, there shall be a surcharge in such amount,~~ as established by ~~resolution of~~ the city council ~~in addition to~~ on the ~~above~~city's duly enacted fee schedule, to cover the cost of burial.

B. Disinterment Fee: Upon a request for disinterment ~~fee~~authorized by the laws of the State of Utah, the city shall charge a reasonable fee, as established by the city council on the city's duly enacted fee schedule, to cover the cost of disinterment. If the request includes that a disinterment shall include the vault, the city shall charge an additional reasonable fee, as established by the city council on the city's duly enacted fee schedule. Notwithstanding such surcharge, the city does not guarantee in such event that the vault will be intact or undamaged.

C. Other Services: The city may charge reasonable fees, as established by the city council on the city's duly enacted fee schedule, for other services rendered by the sexton or the city related to a cemetery or a burial right.

7-5-8: BURIAL HOURS; SUNDAYS AND HOLIDAYS:

No graveside service or interment will be allowed in the cemetery on Sunday or on any of the holidays officially observed by the city. On all other days, graveside services or interments will be allowed between the hours of ~~ten o'clock (10~~nine o'clock (9:00) A.M. and ~~four o'clock (4~~three o'clock (3:00) P.M. All graveside services and interments must be arranged through the sexton forty-eight (48) hours in advance of the time set, and, if there is an intervening holiday or Sunday, arrangements must be made seventy-two (72) hours in advance. ~~Any exception~~ The sexton may approve exceptions to the ~~provisions of this section~~ times designated herein and shall ~~be~~charge a reasonable fee, as established by the ~~approval of~~ city council ~~only and will result in~~on the ~~payment of additional fees.~~ city's duly enacted fee schedule, to cover expenses related to off-hours graveside services or interments.

7-5-9: RESTRICTIONS ON BURIAL:

It shall be unlawful for any person to bury the body of a deceased person within the city limits, except in a cemetery as described in section ~~7-5-3~~7-5-3 of this chapter. No grave in the cemetery shall be opened or filled, refilled or sodded, except by employees of the cemetery under the direction of the sexton. All parts of a burial or cremation vault shall be at least two feet (2') below the surface of the ground. One interment only shall be allowed in a casket except for a parent with their infant child, ~~for~~ two (2) children who are buried at the same time, or ~~for the addition of~~ one cremated remains placed in the casket at the time of burial. ~~Not more than one casket~~ No double depth burials shall be allowed ~~in a grave plot, except that two (2) cremation vaults may be allowed in a half plot. All parts of a burial or cremation vault shall be no less than two feet (2') below the surface of the ground. No cremation vault shall be placed in the same plot as a regular burial vault.~~.

7-5-10: VAULTS:

Before a casket is accepted for burial, it must be housed within a concrete vault having fixed top and side panel edge restraints incorporated into the construction, and having a strength capable of uniformly withstanding a stress of seven and one-half (~~7 and 1~~7 1/2) pounds per square inch. If a particular type or construction of a vault is rejected by the sexton, the mortician or party utilizing the vault shall bear the burden of proving compliance with the strength requirements of this section. Cremated remains must be placed in a cremation vault made of fiberglass, concrete, or metal with a strength deemed adequate by the sexton.

7-5-11: HEADSTONES:

~~MONUMENTS; GRAVE MARKERS:~~

A. ~~.~~ All graves shall be identified by a ~~marker or monument~~headstone placed at the head of the grave. A burial lot containing multiple graves must have a headstone for each grave, which may be a joint combined marker or monument, if otherwise allowed, or small individual markers. No more than one ~~monument or marker~~headstone shall be permitted for each grave, except ~~as provided in sections 7-5-9 and 7-5-12 of this chapter, or~~ where a traditional military marker is appropriate in addition to another monument. ~~Upright monuments~~ Monuments shall be allowed only in designated areas; all other areas of a cemetery are limited to ~~flat~~ markers ~~flush with the natural grade~~.

B. ~~.~~ All ~~monuments and markers shall~~headstones must comply with the cemetery ~~monuments and grave markers~~ standards.

~~C. In the event the owner of a plot or burial space or relatives of a deceased person buried in such plot do not place a monument or marker with the name of the deceased~~

~~plainly inscribed thereon upon the grave within ninety (90) days after interment, the sexton shall have the right to do so with a minimal stone or cement marker at the expense of the person owning or burying in said lot. Where burial of the remains of more than one person or vault in a single plot is permitted by this chapter, either a joint combined monument or small individual markers may be used, provided they can be adequately accommodated within the limits of the plot, but the form and size of the monument or marker shall be within the discretionary approval of the sexton in any event.~~

C. In the event a headstone is not placed on the grave within ninety (90) days after interment, the sexton may, but is not required to, install a headstone in a form and size selected by the sexton at the sexton's sole discretion.

~~7-5-12: DOUBLE DEPTH BURIALS:~~

~~Double depth burials shall not be permitted in the Tonaquint Cemetery. Certain plots in the city cemetery shall be designated by the sexton as reserved for double depth burials where two (2) caskets, each with its own vault, shall be allowed in the same plot, one above the other. The plots in this section of the cemetery shall be of a greater width than a normal plot and may be identified by two (2) monuments or markers. The width of a double depth plot and the burial depths shall be in accordance with the policy adopted by the city from time to time pertaining to double depth burials. Such policy shall address the safety precautions necessary to be taken in the excavation of double depth graves where greater depths are involved, together with specialized safety equipment that may be necessary for such excavation. Burial vaults for double depth burials must be of the type built specifically for that purpose.~~

7-5-~~13:~~ 12: REGULATIONS AND PROHIBITED USES:

A.~~—~~. Park Regulations ~~*Govern*~~[1]Govern: Insofar as they may be applicable, those regulations adopted by the city to govern operation of its parks shall apply to the cemetery. However, it shall be unlawful for any person to be in a cemetery during ~~the nighttime~~ hours of ~~any day.~~darkness. A person will be considered to be ~~"~~"in a cemetery~~"~~" if he or she is upon any portion of the property set aside as present or future cemetery property as designated in the appropriate records of the city and county.

B. Policies Adopted; Conflicting Provisions: The city council may also adopt policies, rules and regulations to govern operation of a cemetery. If adopted, such policies, rules and regulations will control over a less specific or conflicting provision of the park rules and regulations.

C. Patrons; Children: Cemetery patrons only are allowed in a cemetery. Children under twelve (12) years of age must be accompanied at all times on cemetery property by a parent or some supervising adult eighteen (18) years of age or older.

D. Recreational Activities; Animals: It shall be unlawful to engage in any active recreational activity such as, but not limited to, soccer, baseball and football, or to bring or allow any animal on cemetery property.

E. Burial ~~Of~~of Animals ~~Or~~or Nonhuman Items: It shall be unlawful to bury animals or other nonhuman items in a cemetery, unless the sexton is directed otherwise by the city council in a particular instance.

F. Motor Vehicles: No motor vehicle shall travel off clearly designated roadways in a cemetery for any reason without consent of the sexton, and where such consent is given, the owner or operator of the vehicle shall either repair any and all damage, including tire marks, which the sexton determines to have been caused by such vehicle, or they shall reimburse the city for the cost of such repair.

G. Sod Disturbance: In no event shall the sod of a cemetery be disturbed without prior approval of the sexton.

H. Penalty: Violation of this section shall constitute a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1-4-1 of this code.

7-5-~~14:~~ 13: DISINTERMENTS; DISINURNMENTS; EXHUMATIONS:

The scheduling of disinterments, disinurments, or exhumations shall be at the discretion of the sexton. ~~It shall also be at the discretion of the~~ The sexton ~~to~~may refuse to disinter any ~~person~~remains that would endanger the health and safety of cemetery employees~~.~~ or the public. Disinterments may be postponed without notice if the sexton deems it necessary in order to maintain the regular operations of a cemetery.

7-5-~~15:~~ 14: MEMORIALS:

A. ~~*Semipermanent*~~. Semi-permanent Memorials: No person shall have the right to place ~~and/~~or plant semi-permanent memorials, including but not limited to trees, shrubs, flowers ~~or other semipermanent memorial items~~, on a ~~plot~~burial lot without

the approval of the sexton. ~~Approval will be based on~~ In considering whether to approve semi-permanent memorials, the ~~following criteria:~~sexton may consider plant maintenance requirements, landscape value and hardiness~~;~~, interference with other ~~plots~~burial lots, plants and mowing operations~~;~~, and consistency with landscape design.

B~~.~~. Temporary Memorials: Temporary memorials, including but not limited to potted plants, flags, floral wreaths and flowers in vases, will be removed without notice by cemetery employees when they become withered, discolored, torn, broken or vandalized. Funeral flowers will be allowed to remain for three (3) business days, after which cemetery employees may remove them based on the above criteria. Other temporary memorial items such as glass containers, wires, sticks, iron rods, pegs, ceramic pots or other containers that may pose safety hazards will be removed by cemetery employees.

C~~.~~. Tonaquint Cemetery: At the Tonaquint Cemetery, all temporary memorials must be placed in a raised adjustable receptacle that is either in the monument or in the concrete border that surrounds the monument. The adjustable receptacles must be of a type approved by the sexton.

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7, CHAPTER 5, REGARDING CEMETERY POLICIES AND ABANDONMENT OF CEMETERY BURIAL LOTS DUE TO PASSAGE OF TIME

WHEREAS, the city council desires to make changes to Title 7, Chapter 5, Cemeteries, to clarify the policies and procedures for administration of city cemeteries, and to provide for abandonment and reverter to the city of burial lots, plots, or rights that have been unused for 60 years or more; and

WHEREAS, the city council has considered the proposed amendments in a public hearing; and

WHEREAS, the city council has determined that changes to the ordinances is in the best interest of the health, safety, and welfare of 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 hereby is repealed.

Section 2. Enactment. Title 7, Chapter 5, Cemeteries, is attached hereto and incorporated herein by this reference as Exhibit A.

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 the date executed below, and in the manner required by law.

APPROVED AND ADOPTED by the city council of the city of St. George, this ____ day of _____, 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, city Recorder

EXHIBIT A

CEMETERIES
Title 7, Chapter 5

7-5-1: DEFINITIONS:

As used in this chapter the following terms are defined as follows:

BURIAL: The interment of human remains, including cremated remains.

BURIAL LOT: The location, by section and block, identified in a city cemetery for the future exercise of a burial right, or the memorial to a deceased person, including historically created half burial lots.

BURIAL RIGHT: The non-transferrable, limited right of a specific individual to be buried in a specific burial lot in any land designated by the city as a cemetery or a cremation garden.

BURIAL VAULT: A structure used to hold a casket or container of cremated remains.

CERTIFICATE OF BURIAL RIGHT: A document issued by the city identifying the individual who may be buried in a burial lot.

CREMATED REMAINS: The remains of a deceased human that have been reduced to ashes.

DISINTERMENT: The permanent removal of a casket or cremated remains from a burial lot.

EXHUMATION: The temporary removal of human remains from a burial lot.

GRAVE: A burial lot in which human remains, including cremated remains, have been buried or which has been excavated in anticipation of burial.

HEADSTONE: A marker or monument used to identify the person interred in a burial lot.

MARKER: A headstone that is flat, flush to the natural grade of a grave identifying the person whose remains are buried in the grave.

MEMORIALS: Items placed on a burial lot as a remembrance.

MONUMENT: A headstone that is upright located on a grave identifying the person whose remains are buried interred in the grave.

7-5-2: SEXTON POWERS AND DUTIES: The sexton, subject to the direction of the city council and any department head placed over the sexton by the city manager, has entire charge of the cemetery and is authorized to enforce the rules and regulations pertaining thereto. The sexton may take such action as may be necessary, though not expressly set forth herein, in order to protect the property of grave and lot owners, and the cemetery, from injury, and to preserve the peace, economy and good order of the cemetery. The sexton shall keep the cemetery plat and related records up to date and cooperate with the city treasurer in maintaining records of charges and payments made pursuant to this chapter. The sexton or a competent deputy shall attend every interment in a cemetery and shall register the names and ages of all persons interred therein and the place of their interment. The sexton shall open and close graves, maintain the cemetery, and perform such other duties as may be required elsewhere in this chapter or directed by the city council.

7-5-3: LOCATION OF CEMETERIES: The city may maintain a cemetery in any location owned by the city and designated as a cemetery by the city council. Any designation by the city council of a cemetery shall be permanent.

7-5-4: BURIAL RIGHTS:

A. Sale of Burial Rights: The city is authorized to sell burial rights only to individuals. Upon a sale of a burial right, the city shall issue a certificate of burial right, which certificate shall grant to the individual named therein the non-transferable right to be buried in the burial lot identified therein. The certificate of burial grants only a license to be buried and is not a conveyance of any title, fee, or other ownership or possessory interest in burial lot. An individual may purchase more than one burial right so long as each issued certificate of burial right identifies the individual who is entitled to be buried in the burial lot identified therein. One individual may be named in no more than 2 certificates. Any certificate of burial right that does not name the individual who may be buried in the burial lot identified therein is invalid. The cost of a burial right shall be established by the city council as part of the city's duly enacted fee schedule. If the individual named in the certificate is not a resident of the city, the cost of the burial right shall be the non-resident fee.

B. Limitation on Transferability of Burial Rights: Burial rights may not be transferred in any manner, except the individual named in a certificate of burial right may (1) subdivide a burial right as provided in Section 7-5-4C below and (2) conditionally surrender the burial right covered in the certificate of burial right as provided in Section 7-5-4D below.

C. Subdivision of Burial Rights: A burial right includes the non-transferable right to allow the burial of additional human remains in a burial lot in the following combinations:

1. One (1) casket buried at normal depth, with up to two (2) containers of cremated remains buried above the casket - one buried under the headstone for the casket

and one buried with a separate headstone halfway between the headstone for the casket and the end of the casket.

2. Up to four (4) containers of cremated remains, with one buried in each quadrant.

While alive, the individual named in the certificate of burial right must consent in writing to the burial of any other remains in the burial lot identified therein. Once the individual named in the certificate of burial right has passed away, the burial of any other remains in the burial lot identified therein may be allowed by (1) the surviving spouse of the individual named in the certificate of burial right or (2) if no spouse survives, a descendant of the individual named in the certificate of burial right. Before the city will allow a descendant to consent to the burial of any other remains in the burial lot, the descendant must either obtain the written consent of all of the surviving descendants of the individual named in the certificate of burial right, by representation, or must notify in writing all descendants, by representation, of an intent to allow other remains in the burial lot, which writing must explicitly state that the city must receive any objection in writing within 30 days. If the city does not receive any objection within 30 days from the date the last notice was mailed, the descendant may consent to the burial of other remains in the burial lot. If the city receives an objection within 30 days from the date the last notice was mailed, the descendant may not consent to the burial of other remains in the burial lot. Before notifying descendants of an intent to consent to the burial of other remains in the burial lot, the descendant must notify the city of such intent, identify for the city the name and last known address of all known surviving descendants of the individual named in the certificate of burial right, and deliver a copy of the notices to the city, with proof of mailing. The legally recognized guardian of any minor or incapacitated descendant may act on behalf of the minor or incapacitated descendant.

D. Voluntary Surrender of Burial Rights: At any time prior to 60 years from the date of issuance of a certificate of burial right, the individual named in a certificate of burial right, or the legally recognized guardian of the individual named in a certificate of burial right, may surrender the burial right to the city by delivering to the city a signed and notarized document indicating an intent to surrender. Upon surrender, the city shall refund the original purchase price of the burial right to the surrendering individual. The surrendering individual may elect to condition the surrender of the burial right on the sale of the burial right to an individual identified by the surrendering individual by identifying the successor individual in the notarized surrender document. The identified individual shall have 30 days from the date of surrender to pay the then current fee for a burial right. If the surrendering individual fails to identify a successor in the surrender document, or the individual identified to purchase the burial right fails to pay the fee within 30 days from the date of surrender, the surrender shall be deemed unconditional and the city may immediately thereafter sell the burial right as the city deems fit in the city's sole discretion.

D. Abandonment Through Nonuse; Reclamation: If a burial right, including any subdivided burial right, remains unexercised for more than 60 years from the date of issuance, the burial right shall be deemed abandoned and the city may reclaim the

associated burial lot in any manner authorized by the laws of the State of Utah. The city may sell a burial right for any reclaimed burial lot.

7-5-5: PERPETUAL CARE FEE:

At the time a burial right is sold by the city, the city shall charge a reasonable fee, as established by the city council on the city's duly enacted fee schedule, to cover perpetual care of the burial lot, which is nonrefundable. The fee shall not exceed the amount anticipated by the city to cover the projected cost of maintenance necessitated by natural growth and ordinary wear and tear.

7-5-6: BURIAL PERMIT:

No remains shall be interred, or remains received, unless a statistics report is received from a licensed mortician and signed by the funeral director, which shall be an acknowledgment of the mortuary's obligation to pay for the burial, or unless the burial charges have been paid in advance to the city treasurer and receipt therefore is presented to the sexton as a permit for the burial. The burial report or receipt shall reflect the full name of the deceased, the date and place of birth, the date and place of death, and the name and address of the person responsible for disposal.

7-5-7: FEES FOR BURIAL:

A. Burial Fee: Upon the exercise of a burial right, the city shall charge a reasonable fee, as established by the city council on the city's duly enacted fee schedule, to cover the cost of burial.

B. Disinterment Fee: Upon a request for disinterment authorized by the laws of the State of Utah, the city shall charge a reasonable fee, as established by the city council on the city's duly enacted fee schedule, to cover the cost of disinterment. If the request includes that a disinterment shall include the vault, the city shall charge an additional reasonable fee, as established by the city council on the city's duly enacted fee schedule. Notwithstanding such surcharge, the city does not guarantee in such event that the vault will be intact or undamaged.

C. Other Services: The city may charge reasonable fees, as established by the city council on the city's duly enacted fee schedule, for other services rendered by the sexton or the city related to a cemetery or a burial right.

7-5-8: BURIAL HOURS; SUNDAYS AND HOLIDAYS:

No graveside service or interment will be allowed in the cemetery on Sunday or on any of the holidays officially observed by the city. On all other days, graveside services or interments will be allowed between the hours of nine o'clock (9:00) A.M. and three o'clock (3:00) P.M. All graveside services and interments must be arranged through the sexton forty-eight (48) hours in advance of the time set, and, if there is an intervening holiday or Sunday, arrangements must be made seventy-two (72) hours in advance. The sexton may approve exceptions to the times designated herein and shall charge a

reasonable fee, as established by the city council on the city's duly enacted fee schedule, to cover expenses related to off-hours graveside services or interments.

7-5-9: RESTRICTIONS ON BURIAL:

It shall be unlawful for any person to bury the body of a deceased person within the city limits, except in a cemetery as described in section 7-5-3 of this chapter. No grave in the cemetery shall be opened or filled, refilled or sodded, except by employees of the cemetery under the direction of the sexton. All parts of a burial or cremation vault shall be at least two feet (2') below the surface of the ground. One interment only shall be allowed in a casket except for a parent with their infant child, two (2) children who are buried at the same time, or one cremated remains placed in the casket at the time of burial. No double depth burials shall be allowed.

7-5-10: VAULTS:

Before a casket is accepted for burial, it must be housed within a concrete vault having fixed top and side panel edge restraints incorporated into the construction, and having a strength capable of uniformly withstanding a stress of seven and one-half ($7^1/_2$) pounds per square inch. If a particular type or construction of a vault is rejected by the sexton, the mortician or party utilizing the vault shall bear the burden of proving compliance with the strength requirements of this section. Cremated remains must be placed in a cremation vault made of fiberglass, concrete, or metal with a strength deemed adequate by the sexton.

7-5-11: HEADSTONES:

A. All graves shall be identified by a headstone placed at the head of the grave. A burial lot containing multiple graves must have a headstone for each grave, which may be a joint combined marker or monument, if otherwise allowed, or small individual markers. No more than one headstone shall be permitted for each grave, except where a traditional military marker is appropriate in addition to another monument. Monuments shall be allowed only in designated areas; all other areas of a cemetery are limited to markers.

B. All headstones must comply with the cemetery standards.

C. In the event a headstone is not placed on the grave within ninety (90) days after interment, the sexton may, but is not required to, install a headstone in a form and size selected by the sexton at the sexton's sole discretion.

7-5-12: REGULATIONS AND PROHIBITED USES:

A. Park Regulations Govern: Insofar as they may be applicable, those regulations adopted by the city to govern operation of its parks shall apply to the cemetery. However, it shall be unlawful for any person to be in a cemetery during hours of darkness. A person will be considered to be "in a cemetery" if he or she is upon any

portion of the property set aside as present or future cemetery property as designated in the appropriate records of the city and county.

B. Policies Adopted; Conflicting Provisions: The city council may also adopt policies, rules and regulations to govern operation of a cemetery. If adopted, such policies, rules and regulations will control over a less specific or conflicting provision of the park rules and regulations.

C. Patrons; Children: Cemetery patrons only are allowed in a cemetery. Children under twelve (12) years of age must be accompanied at all times on cemetery property by a parent or some supervising adult eighteen (18) years of age or older.

D. Recreational Activities; Animals: It shall be unlawful to engage in any active recreational activity such as, but not limited to, soccer, baseball and football, or to bring or allow any animal on cemetery property.

E. Burial of Animals or Nonhuman Items: It shall be unlawful to bury animals or other nonhuman items in a cemetery, unless the sexton is directed otherwise by the city council in a particular instance.

F. Motor Vehicles: No motor vehicle shall travel off clearly designated roadways in a cemetery for any reason without consent of the sexton, and where such consent is given, the owner or operator of the vehicle shall either repair any and all damage, including tire marks, which the sexton determines to have been caused by such vehicle, or they shall reimburse the city for the cost of such repair.

G. Sod Disturbance: In no event shall the sod of a cemetery be disturbed without prior approval of the sexton.

H. Penalty: Violation of this section shall constitute a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1-4-1 of this code.

7-5-13: DISINTERMENTS; DISINURNMENTS; EXHUMATIONS:

The scheduling of disinterments, disinurments, or exhumations shall be at the discretion of the sexton. The sexton may refuse to disinter any remains that would endanger the health and safety of cemetery employees or the public. Disinterments may be postponed without notice if the sexton deems it necessary in order to maintain the regular operations of a cemetery.

7-5-14: MEMORIALS:

A. Semi-permanent Memorials: No person shall have the right to place or plant semi-permanent memorials, including but not limited to trees, shrubs, flowers, on a burial lot without the approval of the sexton. In considering whether to approve semi-permanent memorials, the sexton may consider plant maintenance requirements, landscape value and hardiness, interference with other burial lots, plants and mowing operations, and consistency with landscape design.

B. Temporary Memorials: Temporary memorials, including but not limited to potted plants, flags, floral wreaths and flowers in vases, will be removed without notice by cemetery employees when they become withered, discolored, torn, broken or vandalized. Funeral flowers will be allowed to remain for three (3) business days, after which cemetery employees may remove them based on the above criteria. Other temporary memorial items such as glass containers, wires, sticks, iron rods, pegs, ceramic pots or other containers that may pose safety hazards will be removed by cemetery employees.

C. Tonaquint Cemetery: At the Tonaquint Cemetery, all temporary memorials must be placed in a raised adjustable receptacle that is either in the monument or in the concrete border that surrounds the monument. The adjustable receptacles must be of a type approved by the sexton.

DRAFT

Agenda Item Number : 04

Request For Council Action

Date Submitted	07/27/2021 12:30 PM
Proposed City Council Date	08/05/2021
Applicant	Todd Smith
Subject	Consider approval of an ordinance changing the zone from R-2 (Residential Multi-Family) to RE-20 (Residential Estate, 20,000 sq ft minimum lot size) on approximately 17.51 acres and OS (Open Space) on approximately 15.38 acres located generally at the southeast intersection of Riverside Drive and Foremaster Drive known as Knetta's Knoll. Case No. 2021-ZC-042
Background	The subject property was approved in 2005 for a multi-family development with 173 units (6.02 units/acre) but was never developed. In 2018, the Hillside Review Board heard an application that would reduce this number to 41 single-family units but never proceeded beyond Hillside. This is the third attempt at development on Knetta’s Knoll. General Plan calls for medium density.
Proposed Resolution	Planning Commission unanimously recommends approval of the zone change.
Cost	$
Action Taken	
Requested by	Dan Boles
File Attachments	cc2021-zc-042knettasknollstaffreport072721123017.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 07/13/2021
CITY COUNCIL AGENDA REPORT: 08/05/2021

ZONE CHANGE
Knetta's Knoll
Case No. 2021-ZC-042

Request: To consider a change in zoning designation on the subject property from R-2 (Residential Multi-Family) to RE-20 (Residential Estate, Single-Family, 20,000 sq ft minimum lot size) and OS (Open Space).

Acreage: Approximately 32.89 Acres

Location: South-east intersection of Riverside Drive and Foremaster Dr.

Applicant: Bright Ideas REI/Todd Smith

Representative: Adam Allen

Background:
The subject property was approved in 2005 for a multi-family development with 173 units (6.02 units/acre) but was never developed. It was around this time that the property was zoned R-2 to allow this type of development. The development was never built. In 2018, the Hillside Review Board heard an application that would reduce this number to 41 single-family units but never proceeded beyond Hillside. This is the third attempt at development on Knetta's Knoll.

Analysis:
As far as surrounding zoning, the property is an island as it is the only R-2 in the area. Though there is some multi-family zoning directly west along Riverside Drive, there is no other multi-family in the area. To the south and east is A-1 zoning along the river. North and west of the property is a mixture of PD-C (Planned Development Commercial), C-3 (Commercial) and R-1-10 (Residential single-family, 10,000 sq ft minimum lot size).

The General Plan suggests medium density for this particular property. The proposed zoning would be a downzone meaning it would be less dense or intense than what is allowed under the general plan. It is not the City's typical practice to stray from the general plan. In this case, the general plan anticipates a more intense use with more impact which is what the general plan attempts to predict and to a degree, control. A reduction in impact helps meet this challenge.

The Hillside Review Board has reviewed the application for the proposed development and were satisfied that the applicant would be able to meet the code or have minimal impact on sensitive areas. One of the ways to do this is to rezone the property that is steep to an Open Space designation. The applicant is proposing to do that to ensure the more sensitive slopes are protected.

One other aspect of this project is that there are petroglyphs and other evidence of indigenous people on the property. The applicant has been working with local interested groups to ensure the proper preservation and/removal of such remnants.

Findings:

1. That zoning the property to a less intense use will be better for the property and surrounding properties; and
2. There is a need for a variety of housing types throughout the city; and
3. The less intense zone will produce less traffic than that produced by a potential
4. Zoning portions of the property to open space will help protect the hillside.

Recommendation:

Planning Commission held a public hearing on the request on July 13, 2021. There was no public comment at that time and the Planning Commission forwarded a unanimous recommendation of approval on a 6-0 vote.

Possible Motion: "I move that we approve the zone change for Knetta's Knoll as presented, case no. 2021-ZC-042, based on the findings listed in the staff report."

EXHIBIT A

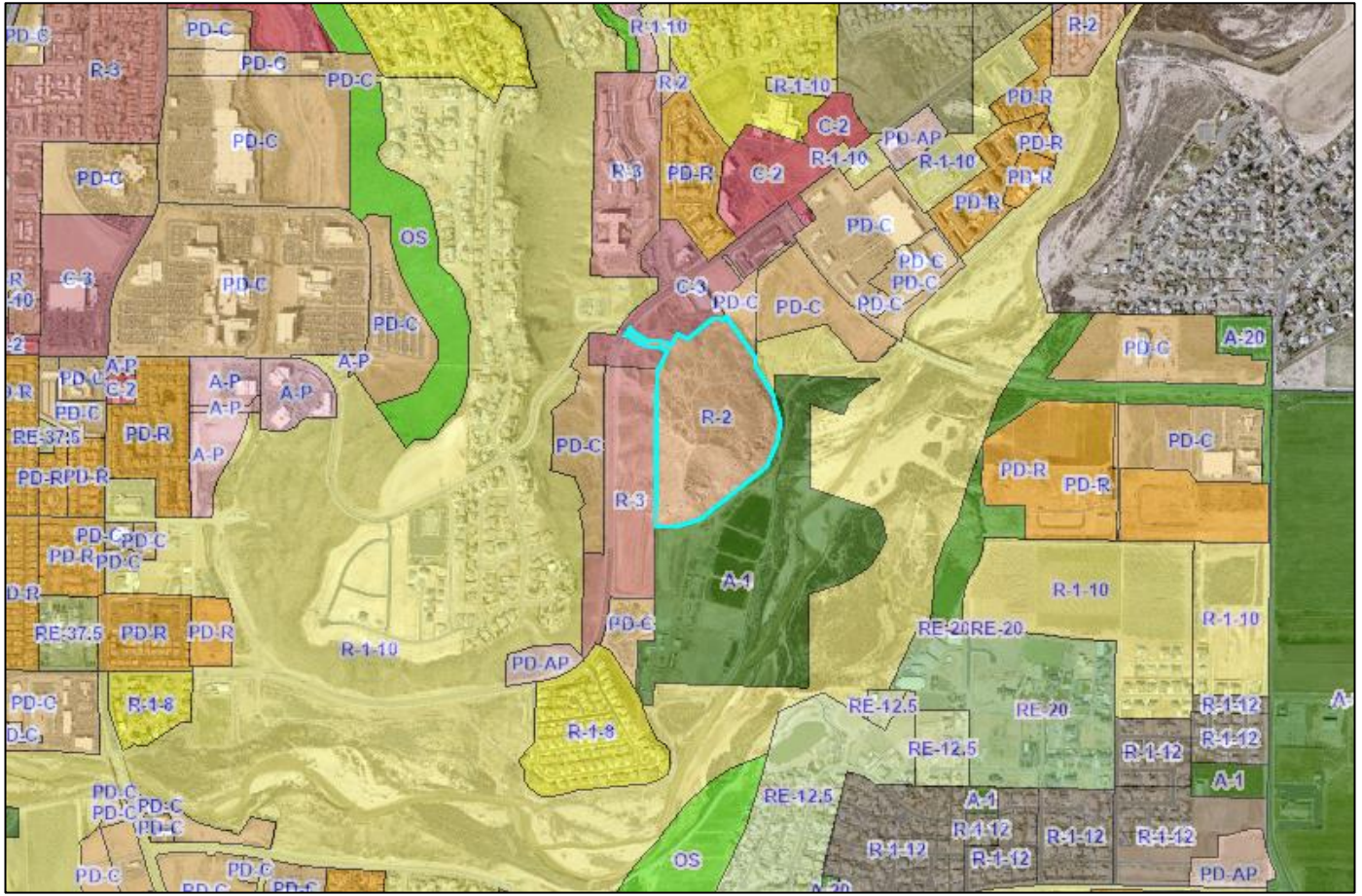
POWERPOINT PRESENTATION

Knetta’s Knoll Zone Change

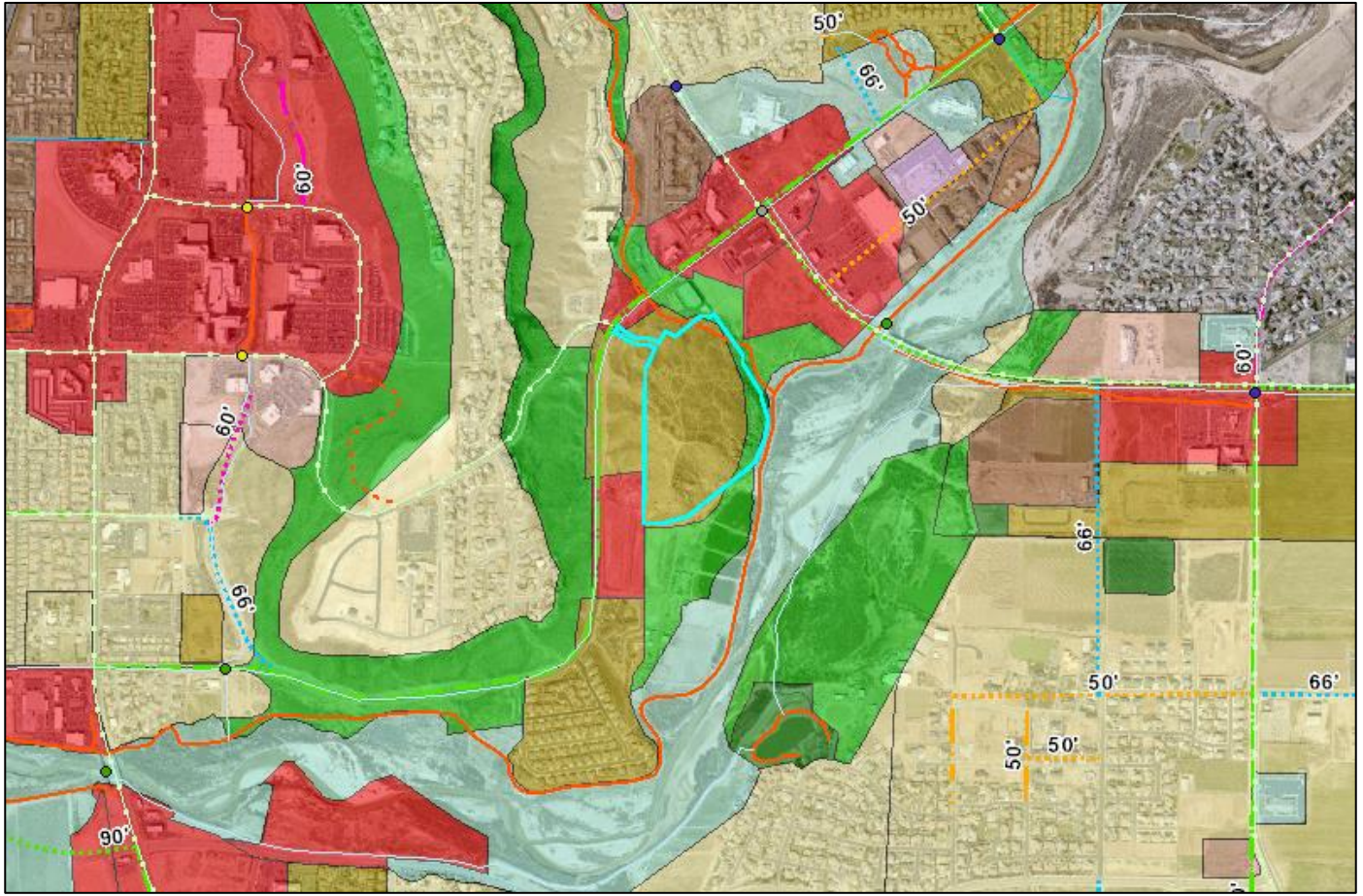
2021-ZC-042



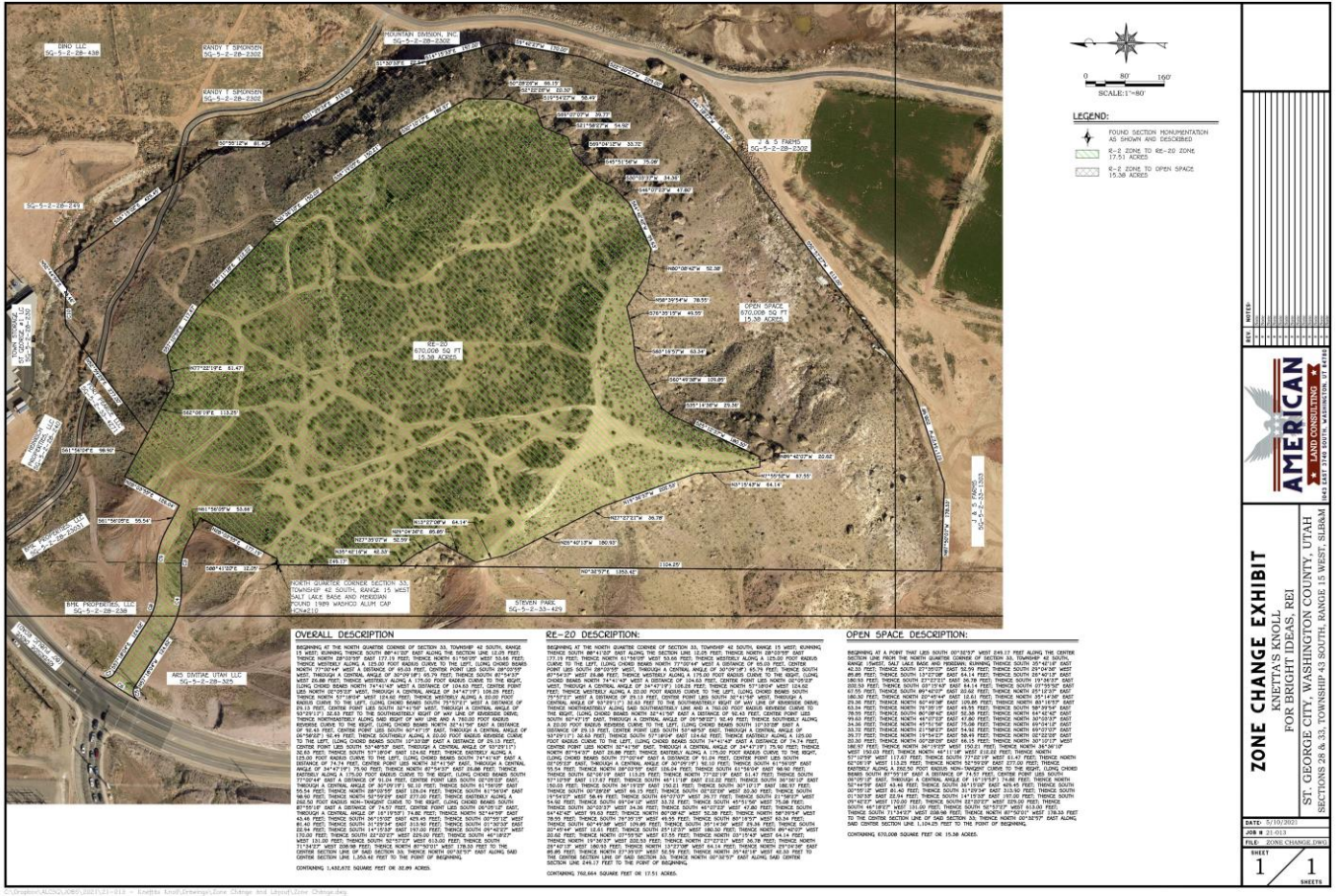
Aerial Map



Existing Zoning



Existing General Plan



Proposed Zone Change

EXHIBIT B

LETTER FROM PUBLIC

St.George
THE BRIGHTER SIDE

Daniel Boles <daniel.boles@sgcity.org>

Cobble Knoll development - public comment

1 message

Todd Prince [redacted] Tue, Jul 20, 2021 at 11:17 AM
To: daniel.boles@sgcity.org
Cc: Greg Woodall [redacted]

Daniel,

This is Todd Prince, the retired Utah State Parks archaeologist that recently moved to St. George. You, archaeologist Greg Woodall, and I looked at the prehistoric archaeological sites on the cobble knoll at the junction of Riverside and Foremaster Drives.

I understand you are accepting public comments prior to the zoning hearing on August 5.

As an archaeologist, obviously I'm interested in the preservation of the sites, if possible. But I understand the development of the hill is moving forward with the likelihood of about 20 single home sites.

I support the set aside of open space that will protect the petroglyph site (possibly Southern Paiute) on the south side of the hill. Regarding the other boulders on top of the hill that feature petroglyphs, if they are not outside the development zone, it would be preferable that they be documented and then moved to a safe location (possibly a pocket park?).

As for the prehistoric habitation sites and room blocks on the knoll, I would recommend the following mitigative actions:

- If some of the sites are on the periphery of the development and don't require grading in preparation for construction, it's preferable to bury those sites following recommendations of the State Historic Preservation Office.
- For those sites that require grading to take place, at minimum they should be tested prior to grading for the presence of burials/human remains, which are protected under Utah Code (Title 9 Ch. 8, Part 3 Section 309, Title 9 Ch. 9. Part 4, and Title 76 Ch. 9 Part 7). The State Historic Preservation Office will gladly consult with the City of St. George and the developer regarding compliance with these laws.
- Finally, if an agreement can be reached, it would be ideal to have an archaeologist on site to monitor the active grading of the room blocks to check for human remains that might be turned up, or to spot important artifacts that might be collected and preserved for educational purposes.

In an ideal world, a couple other possibilities present themselves:

- Acquisition of the property via the Archaeological Conservancy.
- Complete excavation of the sites prior to development via an archaeological field school (there are several such programs through universities in the region).

I understand these two scenarios are unlikely, but should still be on the table should circumstances prove favorable.

Thank you for your time and consideration, and for the opportunity to provide comments. I am available to assist in efforts to preserve the cultural history of St. George, and to answer questions as needed.

Respectfully,

Todd Prince
[redacted]

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM R-2 (RESIDENTIAL MULTI-FAMILY) TO RE-20 (RESIDENTIAL ESTATE 20,000 SQ FT MINIMUM LOT SIZE) ON APPROXIMATELY 17.51 ACRES AND TO OS (OPEN SPACE) ON APPROXIMATELY 15.38 ACRES LOCATED GENERALLY AT SOUTH-EAST INTERSECTION OF RIVERSIDE DRIVE AND FOREMASTER DR.

(*Knetta's Knoll)*

WHEREAS, the property owner has requested a zone change from the R-2 (Residential Multi-Family) zone to the RE-20 (Residential Estate 20,000 sq ft minimum lot size) on approximately 17.51 acres and to OS (Open Space) on approximately 15.38 acres located generally at the south-east intersection of Riverside Drive and Foremaster Dr.; and

WHEREAS, the Planning Commission held a public hearing on this request on July 13, 2021; 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 to the RE-20 (Residential Estate 20,000 sq ft minimum lot size) on approximately 17.51 acres and to OS (Open Space) on approximately 15.38 acres located generally at the south-east intersection of Riverside Drive and Foremaster Dr. The zone change is more specifically described in 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 upon execution below and upon posting in the manner required by law.

APPROVED AND ADOPTED by the St. George City Council, this 5th day of August 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A"

OVERALL DESCRIPTION

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 33, TOWNSHIP 42 SOUTH, RANGE 15 WEST; RUNNING THENCE SOUTH 88°41'20" EAST ALONG THE SECTION LINE 12.05 FEET; THENCE NORTH 28°03'55" EAST 177.19 FEET; THENCE NORTH 61°56'05" WEST 53.66 FEET; THENCE WESTERLY ALONG A 125.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 77°00'44" WEST A DISTANCE OF 65.03 FEET, CENTER POINT LIES SOUTH 28°03'55" WEST, THROUGH A CENTRAL ANGLE OF 30°09'18") 65.79 FEET; THENCE SOUTH 87°54'37" WEST 26.88 FEET; THENCE WESTERLY ALONG A 175.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 74°41'43" WEST A DISTANCE OF 104.63 FEET, CENTER POINT LIES NORTH 02°05'23" WEST, THROUGH A CENTRAL ANGLE OF 34°47'19") 106.26 FEET; THENCE NORTH 57°18'04" WEST 124.62 FEET; THENCE WESTERLY ALONG A 20.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 75°57'21" WEST A DISTANCE OF 29.13 FEET, CENTER POINT LIES SOUTH 32°41'56" WEST, THROUGH A CENTRAL ANGLE OF 93°29'11") 32.63 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF RIVERSIDE DRIVE; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE AND A 760.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 32°41'56" EAST A DISTANCE OF 92.43 FEET, CENTER POINT LIES SOUTH 60°47'15" EAST, THROUGH A CENTRAL ANGLE OF 06°58'22") 92.49 FEET; THENCE SOUTHERLY ALONG A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 10°33'28" EAST A DISTANCE OF 29.13 FEET, CENTER POINT LIES SOUTH 53°48'53" EAST, THROUGH A CENTRAL ANGLE OF 93°29'11") 32.63 FEET; THENCE SOUTH 57°18'04" EAST 124.62 FEET; THENCE EASTERLY ALONG A 125.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 74°41'43" EAST A DISTANCE OF 74.74 FEET, CENTER POINT LIES NORTH 32°41'56" EAST, THROUGH A CENTRAL ANGLE OF 34°47'19") 75.90 FEET; THENCE NORTH 87°54'37" EAST 26.88 FEET; THENCE EASTERLY ALONG A 175.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 77°00'44" EAST A DISTANCE OF 91.04 FEET, CENTER POINT LIES SOUTH 02°05'23" EAST, THROUGH A CENTRAL ANGLE OF 30°09'19") 92.10 FEET; THENCE SOUTH 61°56'05" EAST 55.54 FEET; THENCE NORTH 28°03'55" EAST 126.04 FEET; THENCE SOUTH 61°56'04" EAST 98.90 FEET; THENCE NORTH 52°59'29" EAST 277.00 FEET; THENCE EASTERLY ALONG A 262.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 87°55'16" EAST A DISTANCE OF 74.57 FEET, CENTER POINT LIES SOUTH 06°05'12" EAST, THROUGH A CENTRAL ANGLE OF 16°19'53") 74.82 FEET; THENCE NORTH 52°44'59" EAST 43.46 FEET; THENCE SOUTH 36°15'02" EAST 429.45 FEET; THENCE SOUTH 00°55'12" WEST 81.40 FEET; THENCE SOUTH 31°29'34" EAST 313.90 FEET; THENCE SOUTH 01°30'33" EAST 22.94 FEET; THENCE SOUTH 14°15'33" EAST 197.00 FEET; THENCE SOUTH 09°42'27" WEST 170.00 FEET; THENCE SOUTH 22°20'27" WEST 229.00 FEET; THENCE SOUTH 46°18'27" WEST 131.00 FEET; THENCE SOUTH 52°57'27" WEST 613.00 FEET; THENCE SOUTH 71°34'27" WEST 208.98 FEET; THENCE NORTH 87°50'01" WEST 178.33 FEET TO THE CENTER SECTION LINE OF SAID SECTION 33; THENCE NORTH 00°32'57" EAST ALONG SAID CENTER SECTION LINE 1,353.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,432,672 SQUARE FEET OR 32.89 ACRES.

RE-20 DESCRIPTION:

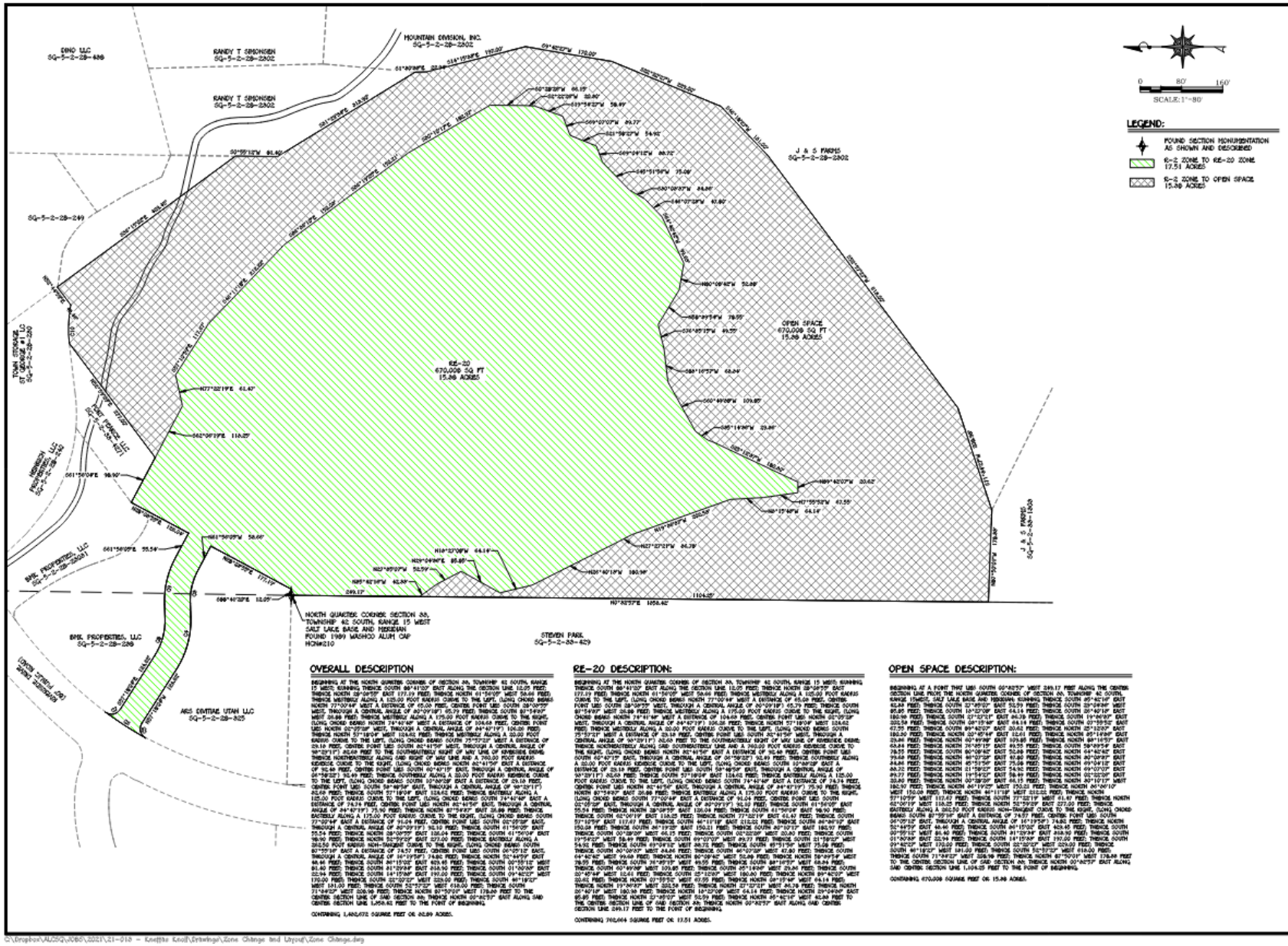
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CONTAINING 762,664 SQUARE FEET OR 17.51 ACRES.

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AMERICAN LAND CONSULTING
1445 EAST 2180 SOUTH, WASHINGTON, UT 84780

ZONE CHANGE EXHIBIT

KNETTA'S KNOLL
FOR BRIGHT IDEAS, REI
ST. GEORGE CITY, WASHINGTON COUNTY, UTAH
SECTIONS 28 & 33, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SLB&M

DATE: 5/10/2021
JOB #: 21-013
FILE: ZONE CHANGE.DWG
SHEET 1 / 1 SHEETS

C:\Dropbox\ALCSQ\JOBS\2021\21-013 - Knetta Knoll\Drawings\Zone Change and Layout\Zone Change.dwg

DRAFT

Agenda Item Number : 05

Request For Council Action

Date Submitted	07/27/2021 01:21 PM
Proposed City Council Date	08/05/2021
Applicant	Austin Atkin/ Fort Pierce Development LC
Subject	Consider approval of an ordinance changing the zone from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to M-1 (Manufacturing) on approximately 12.30 acres located approximately west of River Road and south of Enterprise Drive. Known as Fort Pierce Ph.8 Case No 2021-ZC-046.
Background	The underlying general plan is BP (Business Park) with adjacent zoning of M-1 (Manufacturing) and R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size. Planning Commission recommended approval of the application.
Proposed Resolution	Planning Commission recommended approval of the Fort Pierce Ph.8 zone change.
Cost	$
Action Taken	
Requested by	Mike Hadley
File Attachments	cc2021-zc-046fortpiercephase8072721132120.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 07/13/2021
CITY COUNCIL AGENDA REPORT: 07/27/2021

ZONE CHANGE
Fort Pierce Phase 8
Case No. 2021-ZC-046

Request: This is a request to consider a zone change from R-1-10 (Single Family Residential, minimum lot size 10,000 square feet) to M-1 (Manufacturing) on approximately 12.30 acres.

Owner: Fort Pierce Development, LC

Representative: Austin Atkin

Location: The property is generally located west of River Road and south of Enterprise Drive

Acreage: 12.30 acres

Current Zoning: R-1-10 (Single Family Residential, minimum lot size 10,000 square feet)

General Plan: Primarily BP (Business-Research Park) (also RES and OS)

Background: Fort Pierce has been developed over a number of years. The General Plan calls for BP which is a Business-Research Park. It states, "*future light industrial areas designated in the city are Millcreek Industrial Park and adjoining land to the north, and the Ft. Pierce Industrial Park and adjoining area to the south. The latter area is located approximately one mile south of Bloomington Hills and along River Road. This area is buffered from other land uses by the hill to the north, the Ft. Pierce Wash to the east, the White Dome open space area to the south and the Price City hills to the west.*" Though there is not a specific zoning category that goes along with the BP category, it is consistent with the rest of the Fort Pierce development.

This zone change includes 12.3 acres located in the northwest portion of the 8th phase of the Fort Pierce Industrial Park which is in the southwest portion of the Park along River Road and Enterprise Drive. The applicant is proposing a zone change from R-1-10 to M-1. The balance of property included in Phase 8 is already zoned M-1 so the purpose of this zone change is simply to match the subject 12.3 acres with the rest of Phase 8.

Adjacent zones: To the north and east is M-1 (Manufacturing). All other surrounding zoning is R-1-10. Fort Pierce currently boarders the property on the north.

Recommendation:
Staff recommends approval of this Zone Change to M-1.

Planning Commission: The Planning Commission recommended approval of the Fort Pierce Ph. 8 zone change.

Alternatives:

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

Possible Motion:
The City Council approves the Zone Change for Fort Pierce Ph. 8 to M-1.

Findings for Approval:

1. The application is consistent with the Land Use map of the General Plan.
2. The BP category of the general plan has been consistently used in Fort Pierce.

Area Map

Fort Pierce Lot 130 CD 130 - JUC Approved - 2021.7.6.pdf

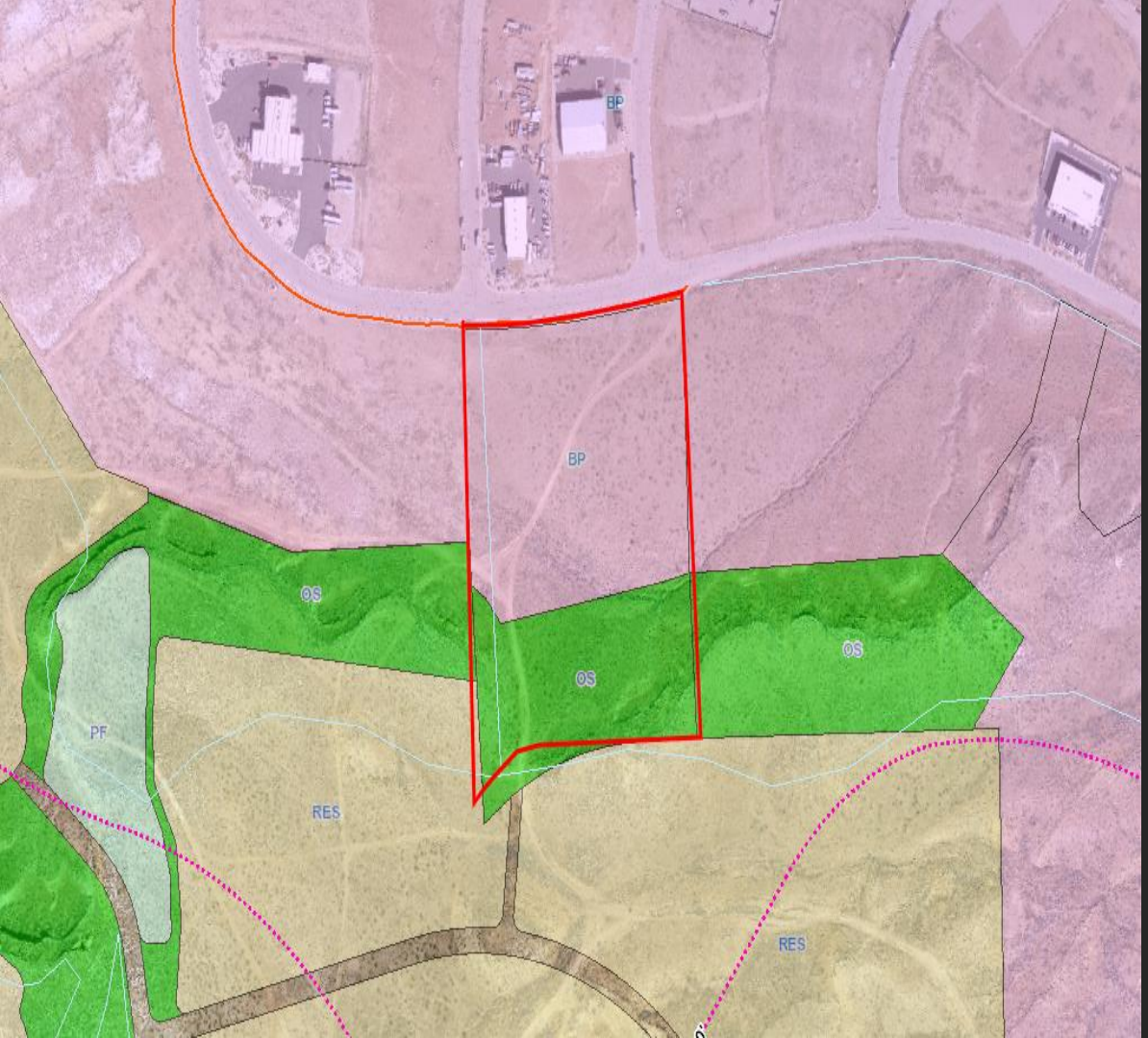


Fort Pierce Ph.8
2021-ZC-046

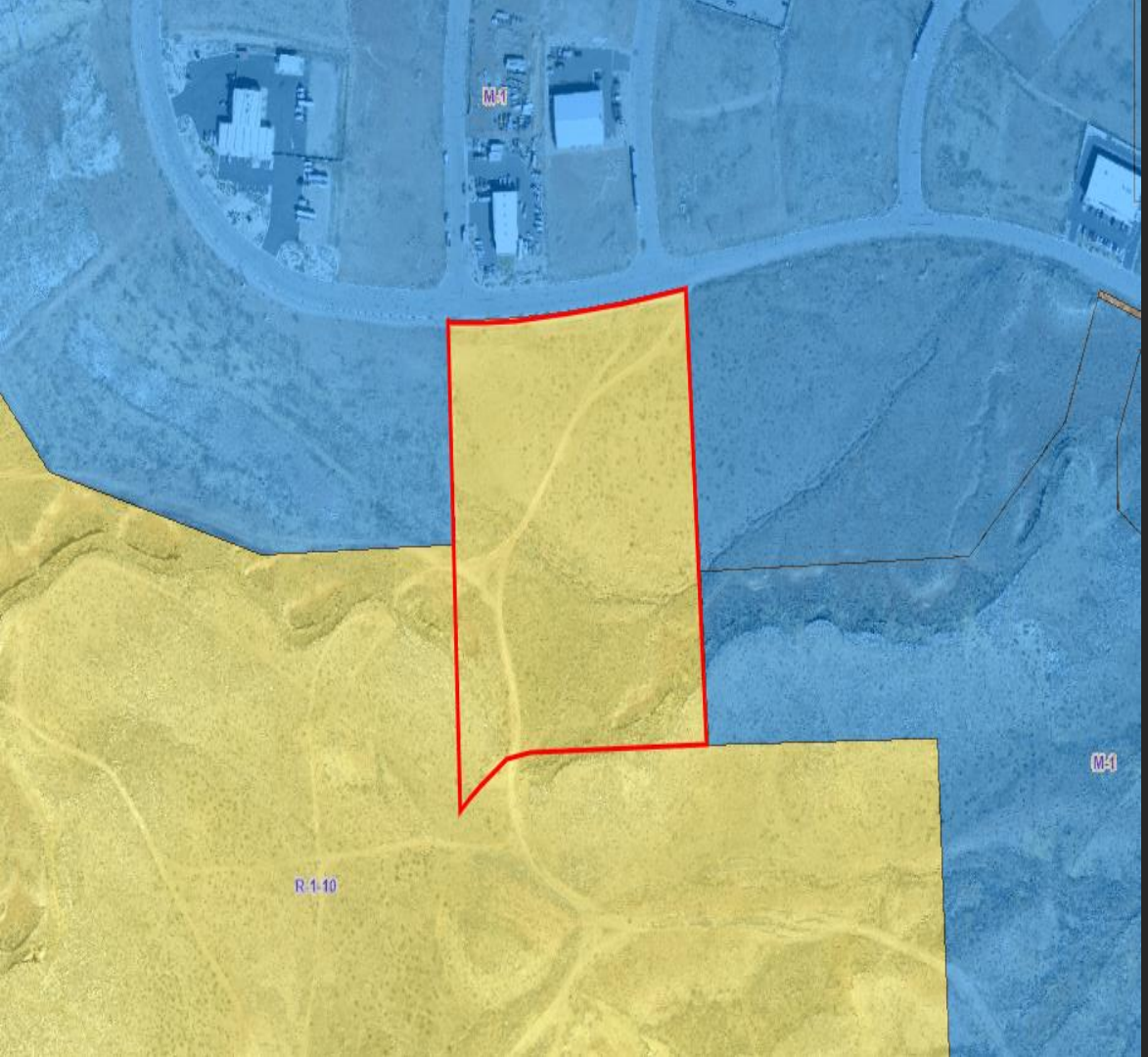
Zone Change



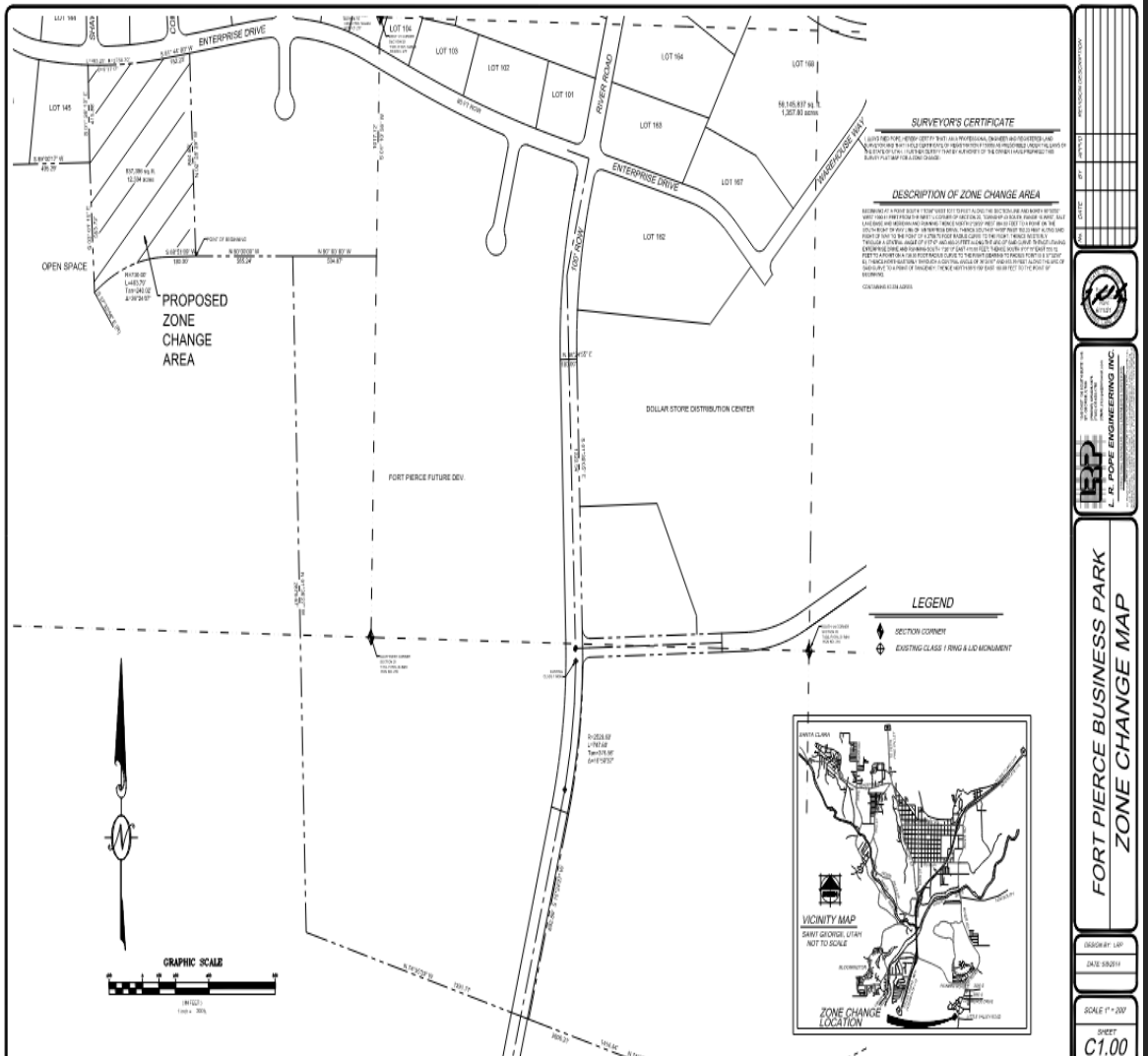
Aerial Map



General Plan Map



Zoning Map



Site Plan Map

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM R-1-10 (SINGLE FAMILY RESIDENTIAL 10,000 SQ. FT. MINIMUM LOT SIZE) TO M-1 (MANUFACTURING) ON A 12.30 ACRE SITE.

(Fort Pierce Ph.8)

WHEREAS, the property owner has requested a zone change from R-1-10 (Single family Residential 10,000 sq. ft. minimum lot size) to M-1 (Manufacturing) on a 12.30-acre site.

WHEREAS, the Planning Commission held a public meeting on this request on July 13, 2021; and

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change from R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size) to M-1 (Manufacturing) on a 12.30-acre site. The zone change location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A.” and exhibit, incorporated herein as Exhibit “B”. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 5th day of August 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

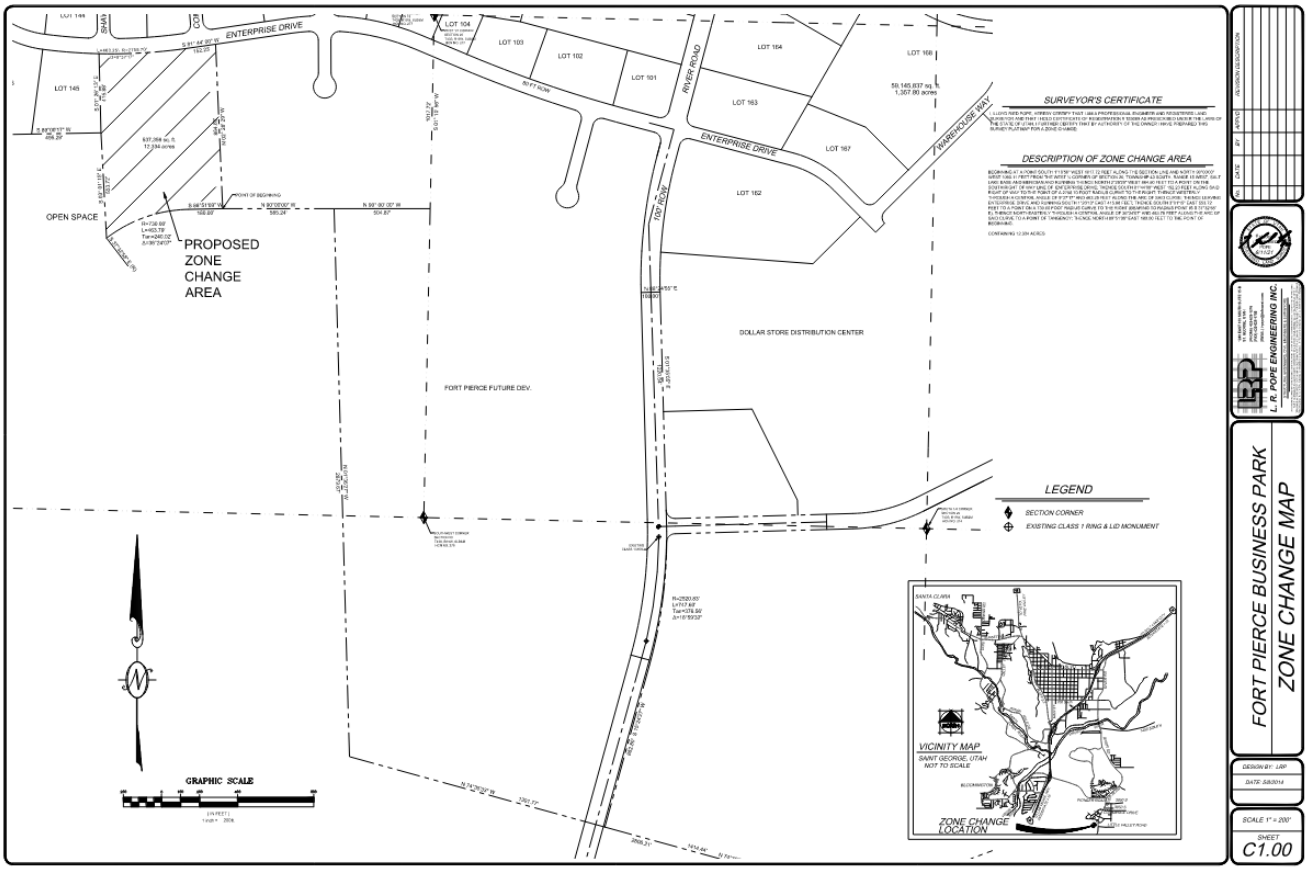
DESCRIPTION OF ZONE CHANGE AREA
OF FORT PIERCE BUSINESS PARK

BEGINNING AT A POINT SOUTH 1°10'56" WEST 1017.72 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" WEST 1090.11 FEET FROM THE WEST 1/4 CORNER OF SECTION 20, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 2°28'29" WEST 864.60 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE DRIVE; THENCE SOUTH 81°44'00" WEST 152.23 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF A 2758.70 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY THROUGH A CENTRAL ANGLE OF 9°37'17" AND 463.25 FEET ALONG THE ARC OF SAID CURVE; THENCE LEAVING ENTERPRISE DRIVE AND RUNNING SOUTH 1°26'13" EAST 415.88 FEET; THENCE SOUTH 3°01'15" EAST 553.72 FEET TO A POINT ON A 730.00 FOOT RADIUS CURVE TO THE RIGHT (BEARING TO RADIUS POINT IS S 37°32'58" E), THENCE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 36°24'07" AND 463.79 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE NORTH 88°51'09" EAST 180.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.334 ACRES

prepared by L. Ried Pope PE, PLS

Exhibit “B”


ENTERPRISE DRIVE
RIVER ROAD
WAREHOUSE WAY
LOT 104
LOT 103
LOT 102
LOT 101
LOT 164
LOT 166
LOT 163
LOT 167
LOT 162
LOT 145
59,145,637 sq. ft.
1,357.80 acres
937,268 sq. ft.
21.516 acres
OPEN SPACE
PROPOSED
ZONE
CHANGE
AREA
POINT OF BEGINNING
DOLLAR STORE DISTRIBUTION CENTER
FORT PIERCE FUTURE DEV.
SURVEYOR'S CERTIFICATE
DESCRIPTION OF ZONE CHANGE AREA
LEGEND
SECTION CORNER
EXISTING CLASS 1 RING & LID MONUMENT
GRAPHIC SCALE
VICINITY MAP
SAINT GEORGE, UTAH
NOT TO SCALE
ZONE CHANGE
LOCATION
L.R. POPE ENGINEERING INC.
FORT PIERCE BUSINESS PARK
ZONE CHANGE MAP
DESIGN BY: LRP
DATE: 5/8/2014
SCALE 1" = 200'
SHEET
C1.00

DRAFT

Agenda Item Number : 06

Request For Council Action

Date Submitted	07/26/2021 03:24 PM
Proposed City Council Date	08/05/2021
Applicant	Blue Mountain Holdings, LLC
Subject	Consider approval of an ordinance changing the general plan future land-use map from LDR (Low Density Residential) to COM (Commercial) on approximately 8.83 acres located at the southeast corner of the intersection of 900 South Street and River Road to be known as 900 South Properties. Case No. 2021-GPA-009.
Background	The proposal is the change the future land-use map from LDR (Low Density Residential) to COM (Commercial) for the purpose of clearing the parcels of all existing structures and building new commercial development in the area. 900 South will connect in with the future extension of 1450 East Street. This extension of 1450 South will span from Foremaster Drive down to Riverside Drive. The Planning Commission recommended approval of the application.
Proposed Resolution	The Planning Commission recommends approval of the application.
Cost	$
Action Taken	
Requested by	Carol Davidson
File Attachments	900southpropertiesgpa2021-gpa-009ccpacket072621152414.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

General Plan Amendment

PLANNING COMMISSION AGENDA REPORT: 07/13/2021
CITY COUNCIL AGENDA REPORT: 08/05/2021

900 South and River Road Properties General Plan Amendment (Case No. 2021-GPA-009)	
Request:	To amend the General Plan Land-Use Map from LDR (Low Density Residential) to COM (Commercial)
Applicant:	Blue Mountain Holdings, LLC
Representative:	Brandee Walker
Location:	The property is located at the southeast corner of the intersection of 900 South Street and River Road
Existing General Plan:	LDR (Low Density Residential)
Proposed General Plan:	COM (Commercial)
Existing Zoning:	R-1-10 (Single Family Residential)
Land Area:	Approximately 8.83 acres



BACKGROUND:
This is a General Plan Amendment for land generally located southeast of the intersection of 900 South Street and River Road. The General Plan is a guide for land-use decisions and contains various policies to help direct decisions related to land use and development of the City. There are a total of 10 parcels included with this request, and if approved, it is the applicant's intention to remove all existing buildings on these parcels. The intent is to build new medical and professional offices on these parcels along with the possibility to put in mixed-use developments.

This area does have a lot of residential properties that surround these 10 parcels. However, the three parcels to the northwest located on the southeast corner of 900 South and River Road have the future land-use designation of LDR (Low Density Residential) but are zoned PD-C (Planned Development Commercial) and are used for office purposes. There is also vacant land to the north that has the PO (Professional Office) designation. Currently the only way to access these properties is from River Road and 900 S. Street, but there are plans to extend 1450 East Street from Foremaster Drive down to Riverside Road. This will connect the medical facilities, including the hospital, down to Riverside Road.

Portions of this property are in the 100-year floodplain. These areas will be subject to FEMA guidelines and approvals.

RECOMMENDATION:
Planning Commission held a public hearing on July 13, 2021, and with a unanimous vote, recommends approval of the proposed general plan amendment from LDR (Low Density Residential) to COM (Commercial) future land-use designation.

ALTERNATIVES:
1. Approve as presented.
2. Approve with conditions.
3. Deny the application.

POSSIBLE MOTION:
I move we approve this General Plan Amendment to amend the General Plan land-use map from LDR (Low Density Residential) to COM (Commercial) on a total area of approximately 8.83 acres.

FINDINGS FOR APPROVAL:
1. The proposed land-uses are compatible with the PO (Professional Office) land-use designation found to the north.

Exhibit A
Applicant's Narrative

General Plan Amendment

900 South Properties

AMENDMENT NARRATIVE

The purpose of this proposed general plan land use amendment is to change the current use of low density residential (LDR) to a commercial use (COM). The proposed commercial use would allow the approximately 8.83 acres to develop into multiple commercial uses such as medical, professional office, or mixed use. The proximity to major roadways such as river road, 900 south street, and the proposed extension of 1450 east street to riverside drive provides these parcels more than adequate access and adjacent commercial uses.

PROJECT INFO
APPLICANT: BLUE MOUNTAIN HOLDINGS LLC
AREA: APPROXIMATELY 8.83 ACRES
CURRENT GENERAL PLAN: LDR
PROPOSED: COM

PARCEL ID NUMBERS
SG-5-2-32-1314
SG-5-2-32-1301
SG-5-2-32-1313
SG-5-2-32-1311
SG-5-2-32-1107
SG-5-2-32-1320
SG-5-2-32-1304
SG-5-2-32-1140
SG-5-2-32-1319
SG-5-2-32-1103

Exhibit B
Citizen's Comments

1

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Planning Commission meeting July 13

1 message

Radlee Iverson [redacted] Mon, Jul 12, 2021 at 10:59 PM
To: "carol.davidson@sgcity.org" <carol.davidson@sgcity.org>

Dear planning commission, this message is in regards to the zoning change for the 8.83 acre zone change proposed by blue mountain holdings. My family has the property at SG-5-2-32-1320.

As a background Blue Mountain Holdings approached us in March to purchase our plot of land. Stipulations in the purchase contract included that we would be willing to help facilitate a zone change, because blue mountain indicated that they would only be interested in purchasing the property if it was zoned commercial.

However we do have one large concern over the zone change that I think should be addressed.

Our land is essentially land locked, we do have a deeded 25 ft right of way that runs east and west off of river road, and we also have been utilizing for the last 30 years the dirt lane that runs north and south that touches our east side of our property and connects to 900 south.

Our biggest concern is that if Blue Mountain backs out of the purchase after they get a zone change then we would have a piece of ground that cannot be developed as commercial because of the limited size of our deeded right of way. Im unfamiliar with all the city street codes, and other commercial building codes, and Im very unsure if our current 25 ft deeded right of way would be enough for us to be able to develop commercial real estate on our land.

If that is the case we would be left with land that could be much less marketable (not worth as much) and be much more difficult to sell. This would cause harm to us. It would make the land worth a fraction of what it is today as residential property.

So my ask is that this is taken into consideration. I would like clarification on what kind of right of way our property would need to be able to develop commercially and if it is larger than we currently have, it should be stipulated that the zone change can only occur if we receive a right of way large enough to be able to develop commercially.

Thank you.

Rodney and Radlee Iverson

2

Changing an 8.3 Acre Land Zone from Low-density Residential to Commercial

I am a Senior living in a quiet and rather safe River Cove community at present here in St. George, Utah.

If you change the 8.3 acres of land across the street from me into Commercial Land, a high-rise apartment could be built there creating a very congested busy intersection with foot and car traffic on 900 South and River road to increase by 100%

I believe this area would no longer be safe for our Seniors because of the increased traffic and road congestion. Seniors residing in the communities of Meadow Creek, River Cove, South Field, River Breeze, Country Meadows South and Heritage Homes and others would be negatively impacted by the change in Zoning from Residential to Commercial and especially if high-rise apartments were built in said area.

Seniors could not safely cross said intersection on foot or otherwise with a constant congested roadway running both ways on 900 South and River Road. We couldn't get to church, Dr. appointments, grocery stores, part-time jobs and other social opportunities in a timely manner as traffic would be too heavy.

If you added just 100 extra people to the area in question, think of the cars lining up just to cross the street or turn right or left onto River Road. Tho there is a current traffic signal, the area could be seriously backed-up as to cause great impact in getting anywhere in a timely manner. The traffic would be endless, seriously impacting the Seniors living in said communities to get to the store, bank, church, shopping centers and or part-time jobs. The congestion could cause confusion, overwhelming circumstances, frazzled

nerves, accidents and loss of life going from a quiet community to an over-arching bustling community of people trying to maneuver these new roadways of backed-up traffic nearly 24/7.

To a Senor who lives a much slower life than our children and younger adults, this scene would be a slap in the face while trying to cross a freeway-like roadway of already burgeoned traffic on River Road creating immobility for seniors in said areas. We're not helpless, but we do require some assistance at times that's why we are living in these quiet assessable communities.

If apartments are built on said land, crime levels could go up causing great stress to these seniors who would have difficulty defending and/or protecting themselves and loved ones should there be people trying to break through and enter, giving an unfair advantage to the criminals. I am aware that there are currently some former criminals in our senior living areas, but we don't need to multiply that number with more people to complicate our quiet, fairly safe senior communities.

Please consider my arguments, ideas and facts presented herein to your possible rezoning of said 8.3 acres of land across the street from The River Cove Community, and a Church of Jesus Christ of Latter-day Saints' building to be re-zoned from low-density residential land to Commercial where there is a good possibility of high-rise apartments being built there which could create all of the above problems and concerns mentioned for our Seniors in said communities listed above.

I am against the rezoning of the 8.3 acres across the street from the River Cove Community and other

previously said Senior Communities that would be negatively impacted by such a decision.

Sincerely, Beth W. Nahinu

Exhibit C
PowerPoint Presentation

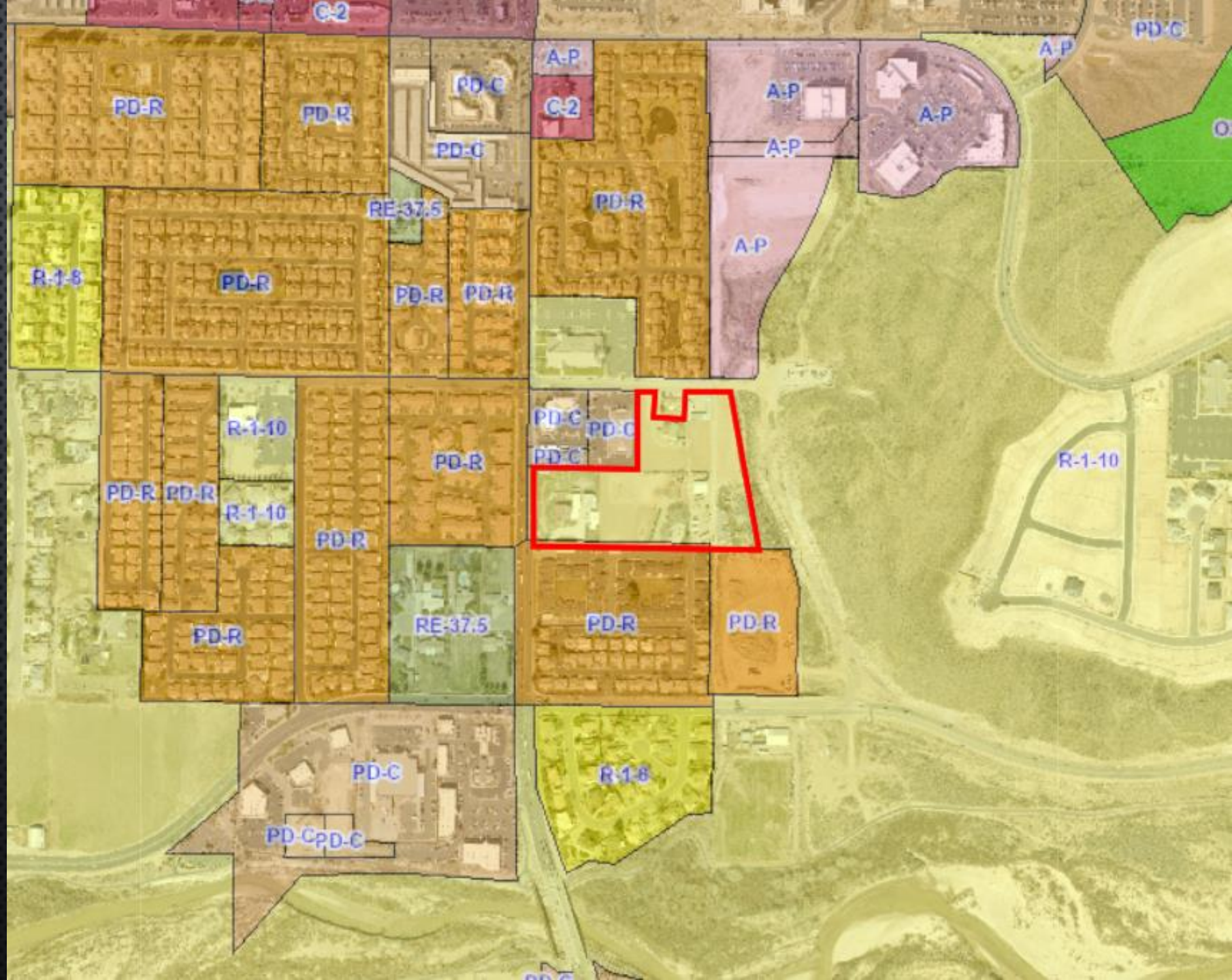
900 SOUTH AND RIVER ROAD PROPERTIES GENERAL PLAN AMENDMENT

(CASE NO. 2021-GPA-009)

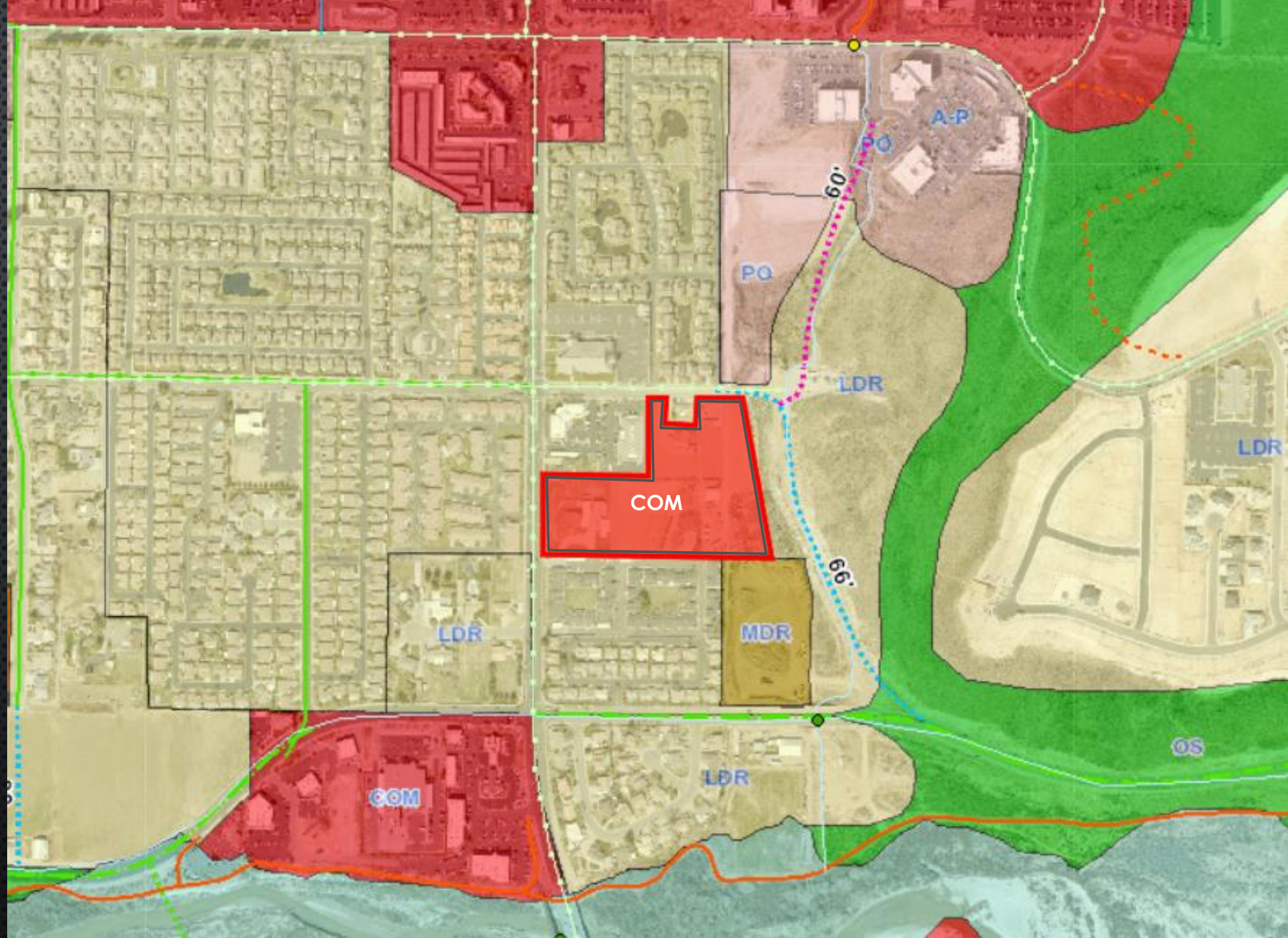
LOCATION


E FOREMASTER DR
River Road
900 South
S 1100 E ST
S 1450 E ST
E HOWARD
E RIVERSIDE DR

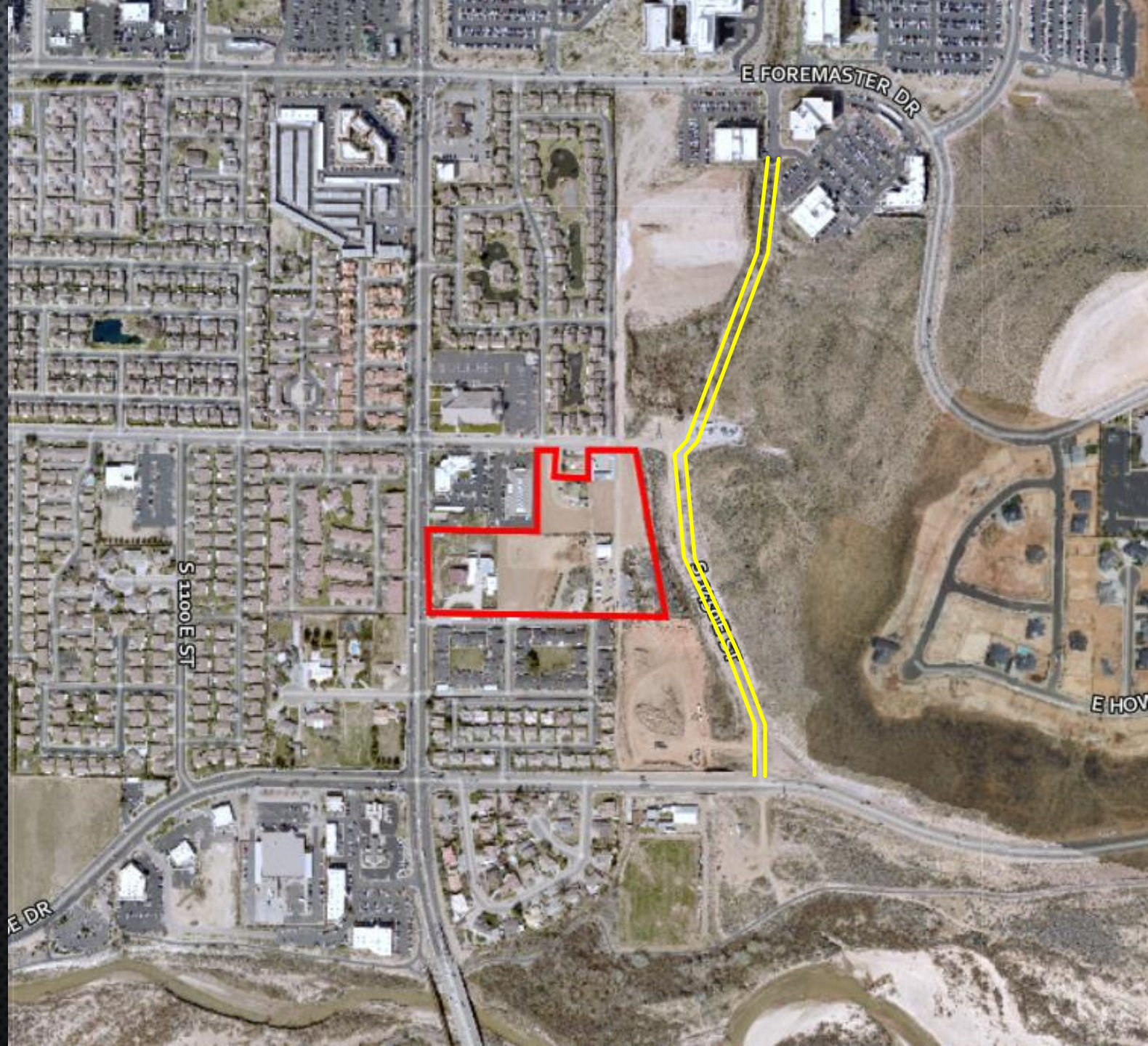
ZONING


C-2
PD-R
PD-R
PD-C
A-P
C-2
PD-C
A-P
A-P
A-P
A-P
PD-C
PD-R
RE-37.5
R-1-8
PD-R
PD-R
PD-R
A-P
R-1-10
PD-C
PD-C
PD-C
PD-R
PD-R
PD-R
R-1-10
R-1-10
PD-R
PD-R
RE-37.5
PD-R
PD-R
PD-C
PD-C
PD-C
R-1-8
R-1-10

GENERAL PLAN LAND USE DESIGNATION



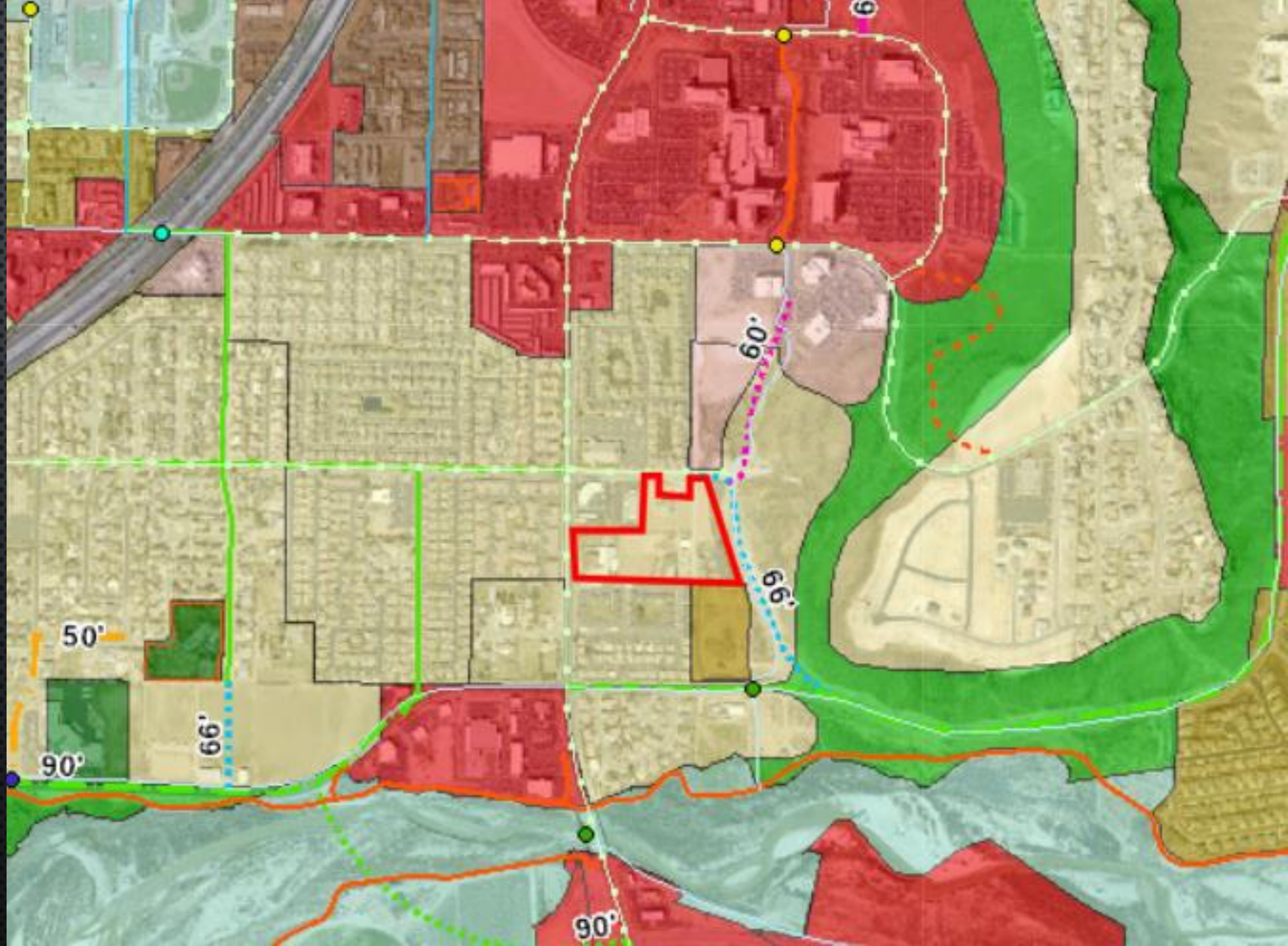
PURPOSE: PROFESSIONAL OFFICES, MEDICAL OFFICES, AND MIXED USE



CLEAR ALL EXISTING STRUCTURES



GENERAL PLAN LAND USE DESIGNATION



POSSIBLE MOTION:

I MOVE WE APPROVE THIS GENERAL PLAN AMENDMENT TO AMEND THE GENERAL PLAN LAND-USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON A TOTAL AREA OF APPROXIMATELY 8.83 ACRES.

ORDINANCE NO._____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO COM (COMMERCIAL) ON APPROXIMATELY 8.83 ACRES.

(900 South Properties)

WHEREAS, the applicant has requested a change to the General Plan Future Land Use Map from LDR (Low Density Residential) to COM (Commercial) on approximately 8.83 acres generally located south of 900 South Street and east of River Road.

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on August 5, 2021; and

WHEREAS, the Planning Commission held a public hearing on July 13, 2021; and

WHEREAS, the City Council has determined that a change to the General Plan Future Land Use 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 General Plan Future Land Use Map is hereby amended by changing the land use designation from LDR (Low Density Residential) to COM (Commercial) on approximately 8.83 acres located south of 900 South Street and east of River Road 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 5th day of August 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”



DRAFT

Agenda Item Number : 07

Request For Council Action

Date Submitted	07/26/2021 02:41 PM
Proposed City Council Date	08/05/2021
Applicant	Jason Lindsey
Subject	Consider approval of a conditional use permit for the short-term rental of a local landmark to be known as the Thomas Cottam Home on approximately .20 acres located at 464 E. 500 S. Street. Case No. 2021-CUP-010.
Background	The proposal is a conditional use permit for the purpose of creating a short-term rental at this location. The Planning Commission recommended approval of the application.
Proposed Resolution	Planning Commission Recommends approval.
Cost	$
Action Taken	
Requested by	Carol Davidson
File Attachments	thomascottamcup2021-cup-010ccpacket072621144108.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

Conditional Use Permit

PLANNING COMMISSION AGENDA REPORT: 07/13/2021
CITY COUNCIL AGENDA REPORT: 08/05/2021

Thomas Cottam Home as a Short-Term Rental Conditional Use Permit (Case No. 2021-CUP-010)	
Request:	To approve a registered landmark to be used as a short-term rental.
Applicant:	Jason Lindsey
Representative:	Jason Lindsey
Location:	464 E. 500 S. St. George, UT 84770
General Plan:	LDR, Low Density Residential
Zoning:	R-1-8, Single Family Residential
Land Area:	Approximately .20 acres



BACKGROUND:
This property was designated as a landmark site by the City Council on May 20, 2021 and is known as the Thomas Cottam Home. The applicant is now seeking a conditional use permit to operate a short-term rental. Please see the attached Exhibit A for the applicant's narrative. In preparation for this conditional use permit, staff has received comments from surrounding property owners. Please see the attached Exhibit B for the citizens comments on this case.

In Section 10-13E-4B, *Conditional Uses for Landmark Sites,* it states that landmark sites are allowed a conditional use permit only if five specific conditions are met. The five conditions are listed below along with an explanation of how that condition is being met.

1. ***The requested use is for low impact professional office or commercial use.***
   The Thomas Cottam Home is a small pioneer home that totals 600 square feet. Due to its small size, the home will only allow groups up to a maximum of four people to rent this property. The property will be closely managed as the owner will be residing in the Accessory Dwelling Unit (ADU) that is located at the rear of the property.

2. ***Substantial investment is made to upgrade the property and enhance its historic significance.***
   The owners have renovated the entire house. They completely replaced the plumbing, electrical, internal walls, and appliances. They have also repainted everything on the inside and repurposed the wood and hand scraped floors. The owners will also be replacing all of the landscape and improving the parking by replacing the gravel driveway with concrete.

3. ***Any renovation maintains or enhances the historic, architectural and aesthetic features of the property.***
   The ADU is currently being constructed. There is also a two-car garage that is being constructed as well. There will be a concrete driveway put in that extends from the front property line back to the garage.

4. ***The proposed use shall generate only minimal traffic or parking demand as determined by the city council.***
   With the small size of the nightly rental and the maximum group size of four people, it is expected that the traffic impact will be minimal. There should be enough parking for eight vehicles with the addition of the two-car garage and extended driveway. This should minimize the impact on the neighborhood. Section 10-19-4.A7 requires *two (2) parking spaces for a single-family short-term rental, one (1) of which must be covered*. One of the garage spaces will need to be available for the short-term rental.

5. ***The city council may impose such other conditions for granting a conditional use permit as it deems necessary to protect the character of the landmark site.***

RECOMMENDATION:
Planning Commission recommended approval of the Thomas Cottam Conditional Use Permit with the condition that one space inside the garage will be available for the short-term rental.

ALTERNATIVES:
1. Approve as presented.
2. Approve with additional conditions.
3. Deny the request.
4. Table the proposed conditional use permit to a specific date.

POSSIBLE MOTION:
I move that we approve the Thomas Cottam Conditional Use Permit with the condition that one of the spaces in the two-car garage be dedicated for the short-term rental use.

FINDINGS FOR APPROVAL:
1. The proposed conditional use permit is compatible in use, scale and design with allowed uses in the zone.
2. The proposed conditional use permit meets the requirements found in Section 10-13E-4B found in the Zoning Regulations.

Exhibit A
Applicant's Narrative

The purpose of this conditional use permit (CUP) application it to request approval to have nightly rentals at the following property:

Project name: Thomas Cottom Historical Landmark Site.

Date approved as Historical Landmark by St. George City Council: May 20, 2021

Request: To be approved for nightly rentals

Description: It is a small pioneer home (600 sq ft) and will allow small groups (4 or less) and will not materially generate an increase to the current traffic or parking in the area. Property will be closely managed and all services necessary to accommodate nightly rentals are currently present. (sewer, utilities, garbage). Small groups arriving at reasonable hours and will be managed closely to minimize impact on the neighborhood, home and surroundings.

As noted in the attached parking layout, there is an auxiliary dwelling unit (ADU) being built on the property behind pioneer home. The ADU has been permitted and the construction process and will be complete and certificate of occupancy issued prior to any nightly rentals. My son, David Lindsey, currently lives in the pioneer home and will move into the AUD upon completion. The property is owned by Noi Due, LLC which is wholly owned by Team Lindsey, LLC. David is an owner of Team Lindsey, LLC. The driveway from the street to the 2 car garage will be poured in cement during the construction process. Thank you for your consideration.

Exhibit B
Citizen's Concerns

1

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Conditional use permit at 464 E 500 S

1 message

Ilona Ence [redacted]
To: carol.davidson@sgcity.org

Sat, Jul 10, 2021 at 11:44 AM

Dear Carol Davidson

I live next door to the Thomas Cottom Home that is requesting a conditional use permit. I am at [redacted]. We call this Grandmas house or the Hen house. I was born (yes my mother delivered twins at home with the small hospital 1 block away) and raised in this home along with 10 other siblings. I would NEVER sell this home, I will own this home until I die because I love the neighborhood I grew up in and St. George. I have an established yard with grapevines large pecan trees and a large garden, that I allow neighbors to garden on like a community garden. Even that is quickly going away, I had irrigation water until the city has decided to steal it from all of us homeowners.

I have been called and approached many times to sell my home to outsiders, who have no regard for this neighborhood including the home owner who purchased the Thomas Cottom home.
The Thomas Cottom home was always a long term rental that offered affordable housing to beginning couples or single people as long as I can remember. You have approved for a new larger home to be built on this property that I was told was only going to be a casita the size of the home that is on their now. It is not, it is a large family home built behind the cute little Thomas Cottom home. it was very disappointing to watch go up. I loved the Cottom family growing up and have hated to see my neighborhood go down the dumps to people that have no care about it. I grew up knowing and loving every single home owner on this block and every owner of the surrounding blocks. I have watch this neighborhood decline as many of the older folks passed away and trash moved in. we had drug homes that we eventually were able to get imploded and or sold and some of us that grew up here have fought to fix up and clean up our beloved neighborhood. Seems like the older parts of SGU has gone through this phase at one time or another.

I do not want to see short term rentals in my neighborhood as it brings a lot of traffic, crime and strangers to an otherwise quiet neighborhood, where children run and play with no cares in the world the same as we did as kids. If this is home is approved for a conditional use permit for short term rentals then you will be opening a pandoras box. I would ask for my property to be subdivided and I will also ask that my home be allowed for a short term rental as it has 7 bedrooms, I could sleep 20 in that home. I have even thought of leasing it for a sober living home, which St George is in desperate need of, and I have been approached by someone wanting this. Can you see what will happen to this neighborhood, over time we wouldn't have one as everyone with large homes would have a hey day doing some sort of conditional use permit for short term rentals. leave the VRBO/AirB&B's in the designated areas of the city. Stop letting California money come in and destroy this wonderful city that we and our ancestors have build, pretty soon our children and children's children will be forced to move out of the area that we call home.

Sincerely
Ilona Hughes Ence
4 Ence boys trust
[redacted]

2

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Concerns for tonight's meeting consideration

1 message

Gina Alton [redacted] Tue, Jul 13, 2021 at 11:45 AM
To: "carol.davidson@sgcity.org" <carol.davidson@sgcity.org>

Dear Ms. Davidson,

As a long time citizen of St. George city who has resided at my current residence for nearly 40 years, the last 16 being under my ownership, I am writing in regards to the conditional use permit being requested for 464 E. 500 S. by Jason Lindsey that will be addressed at tonight's meeting. I understand I'm a bit tardy with this email but hope you will understand and pass on the information regardless.

I am a mom to 5 young children and we plan to stay in the area and contribute to the community long term, especially in this area. We don't intend to leave, however, this new development over the wall has dampened our spirits some. The new house that has been built on the property really infringes on our privacy that has been enjoyed up until now. I will include pictures to give a good representation of this. Although not the home being addressed, I see potential in the future for this to also become a conditional use property since it shares the same property as the one that the permit is being sought for and easily so if this permit is allowed or provisions aren't put in place. Please consider that. Regardless, I have some big concerns as to how the conditional use permit would impact the safety of our neighborhood and the precedent it would set for an area that is already at risk for becoming a rental hub. We have seen several single family home properties turned to college rentals in the area and adding a short term rental permit to the mix causes concern for even more instability to our neighborhood. With people coming and going in a neighborhood where children play and live, I worry about the vetting of such guests and how we can ensure that those people are safe and not a danger to our children with a growing rise of children predators in society at large. Also, short term guests are often less considerate of neighbors and not invested in the area and I have concerns of how that will be managed for the long term.

A big issue for us personally is privacy as well. As you can see in the photo, our wall does not ensure privacy much now, and in the least on this, I would expect for the city to allow us to build above current regulation height considerations a privacy wall to off set that issue. I also feel that the burden of cost should fall mainly on Mr. Lindsey, which I have been told he may be willing to offer as is, considering it wasn't as much of an issue before his new build. Not sure if the city would oversee that last point is all, but the height of walls is a city issue.

Safety and integrity of the downtown area and our neighborhood specifically, and privacy for myself and close neighbors are my main concerns that I hope the city officials will take into consideration and apply good judgement on as they consider this permit. I don't wish to take away from people's freedoms to do as they wish with their property, but we all know that that isn't what is at stake here. Please be mindful of the risks our neighborhood already faces and what would be best. We all know strong downtown neighborhoods impact the vitality of a city and have seen how allowing the breakdown of that matters. I appreciate your time and consideration.

Thank you!

Gina Alton
home owner at [redacted]

*our home is the built red brick. these are 2 views from our back yard area. A pool is what is fenced and our master bedroom window can be seen closest to the build. The house seeking the permit shares the same property and is in front to the north of this new build, which is intended to be used as a living space as well. The new build's foundation was built up to set the house well above the current wall that has existed.

2 attachments

IMG_20210713_105324081.jpg
6350K





IMG_20210713_105347493.jpg
6653K

3

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Conditional Use Permit, Concerns

1 message

Charlie Hardy [redacted] Tue, Jul 13, 2021 at 1:07 PM
To: "carol.davidson@sgcity.org" <carol.davidson@sgcity.org>

To Whom it May Concern,

I live at [redacted], I have received a letter stating I may voice my opinion regarding the conditional use permit for 464 E 500 S. My opinion on this home being used as an Airbnb or other short term rental is unfavorable. While we do have a few college students and retirees the majority of our neighborhood is families. I myself have 3 children that get to experience having a wonderful, safe neighborhood to live and play. I feel that granting this conditional use permit would negatively impact the integrity of this neighborhood. Thank you for your time and consideration in this matter.

Sincerely,
Charles R Hardy

4

St.George
THE BRIGHTER SIDE

Carol Davidson <carol.davidson@sgcity.org>

Dispute conditional use permit for Jason Lindsey

1 message

[redacted]> Tue, Jul 13, 2021 at 1:21 PM
To: "carol.davidson@sgcity.org" <carol.davidson@sgcity.org>

Dear Ms. Davidson,

I am writing to object to the conditional use permit for short-term rental use of 464 E 550 S, St. George, Utah. Applicant Jason Lindsey, NOI DUE, LLC. 2021-CUP-009. I understand this is a bit late as the hearing is tonight at 5PM. I thought the hearing was the 16th, so I apologize for this being late. My neighbor called Mr. Hughes today, and he said to send the email today for tonight's hearing.

First, we live in an established, close-knit neighborhood with long-standing relationships. We look after one another. We know who is coming and going, and we are invested in our neighbors and neighborhood. I do not want transient strangers invited into our neighborhood – strangers who are not invested in the safety, security, and sanctity of our streets, homes, and, most especially, our children. We do not know who will be renting. While certainly most of them will be respectful and respectable – how do we know who is living there and what their predilections are? I worry about the potential that it may cause a lack of safety and security for those of us who live in the neighborhood.

Next, the structure Mr. Lindsey built on that property is enormous, and I am surprised he was allowed to build that structure without having the consent of his neighbors in the first place. Not only did the extreme height of the structure completely block the beautiful view of Pine Valley Mountain from my back yard, it also has two large windows that look down directly into the back yards of my neighbors and I. That structure has taken away enjoyment of my view, and more importantly, it will take away our privacy. Now, add to that not knowing who is in that structure and who and what they are looking at from those windows. It is very disconcerting and something I find completely unacceptable.

Finally, this is a slippery slope. If you let one person do this, you will have to let another and another. Eventually the charm and character of our beautiful downtown neighborhood will be destroyed by transient strangers. The things we love about our homes and our neighborhood, and the main reason many of us settled here in the first place, will be a thing of the past.

I urge you to disapprove the conditional use permit.

Sincerely,

Terri Hennessy Craig

[redacted]

St. George, UT 84770

[redacted]

[redacted]

Terri Hennessy Craig
Owner & Managing Director
Jexters LLC
[redacted]

Exhibit C
PowerPoint Presentation



THOMAS COTTAM HOME – SHORT-TERM RENTAL

Conditional Use Permit

THOMAS COTTAM HOME
464 E. 500 S.

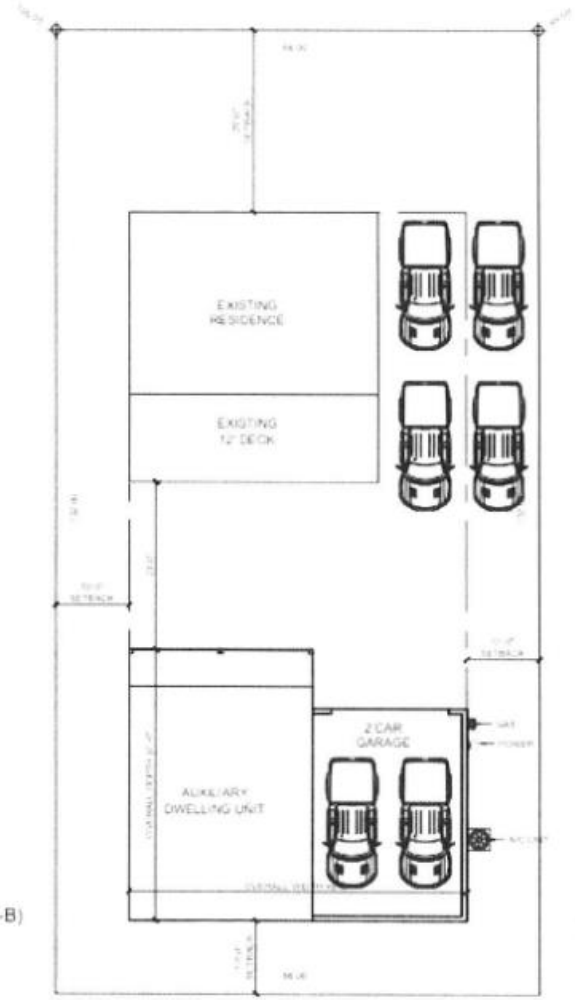
ZONING: R-1-8

.20 ACRES

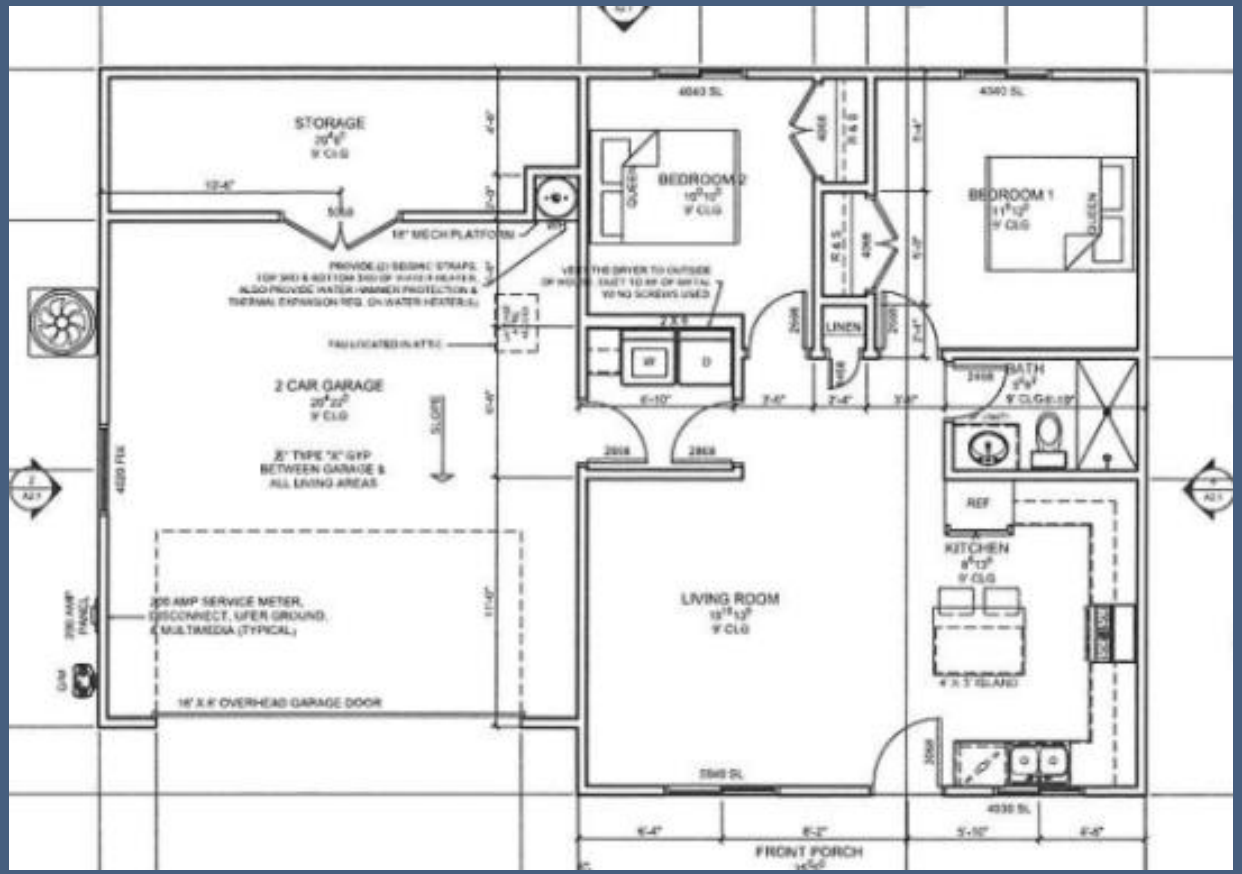


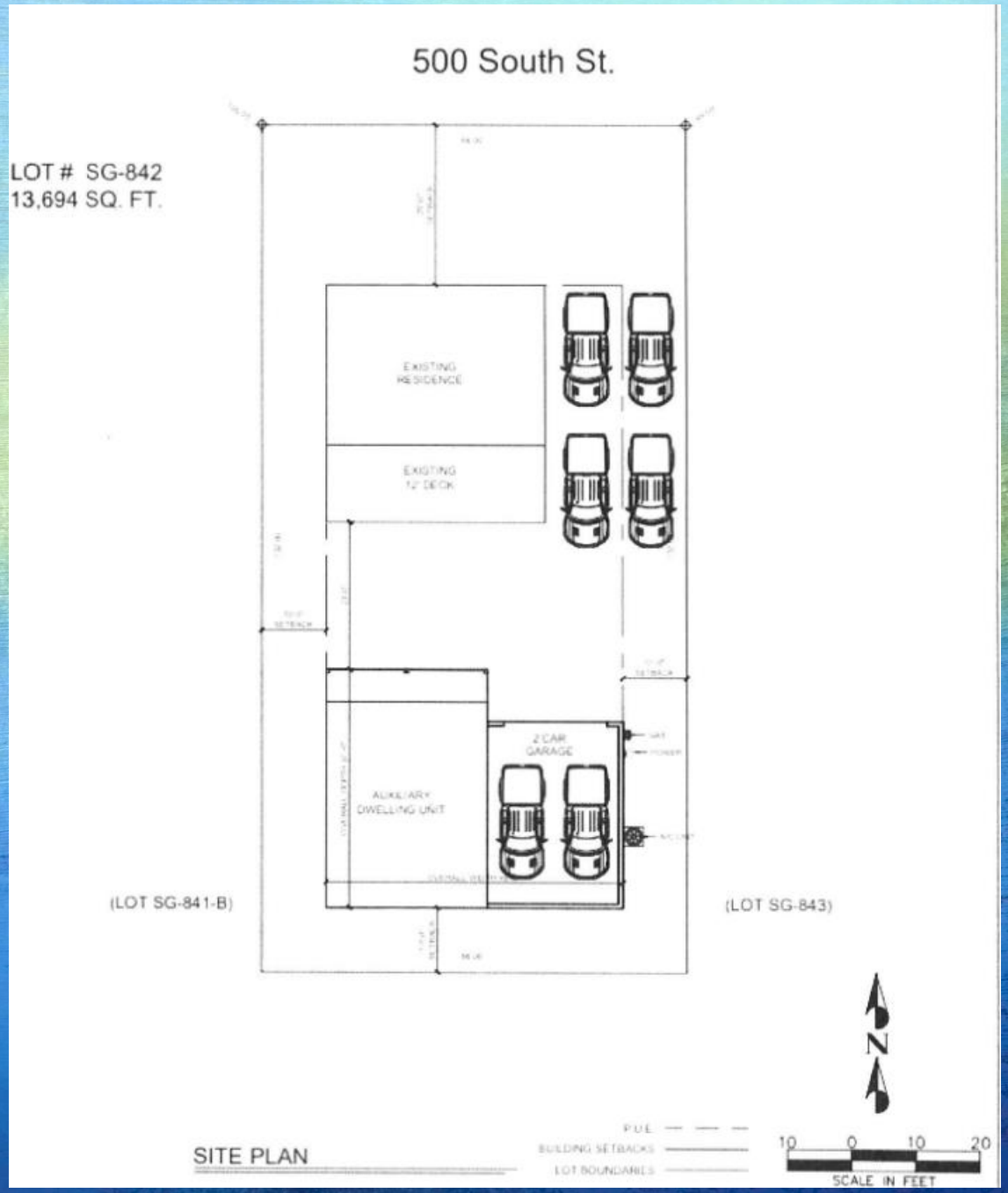
500 South St.

LOT # SG-842
13,694 SQ. FT.



SITE PLAN





10-13E-4B - CONDITIONS

1. LOW IMPACT

600 SF

MAXIMUM OF 4 PEOPLE

CLOSELY MANAGED

10-13E-4B - CONDITIONS



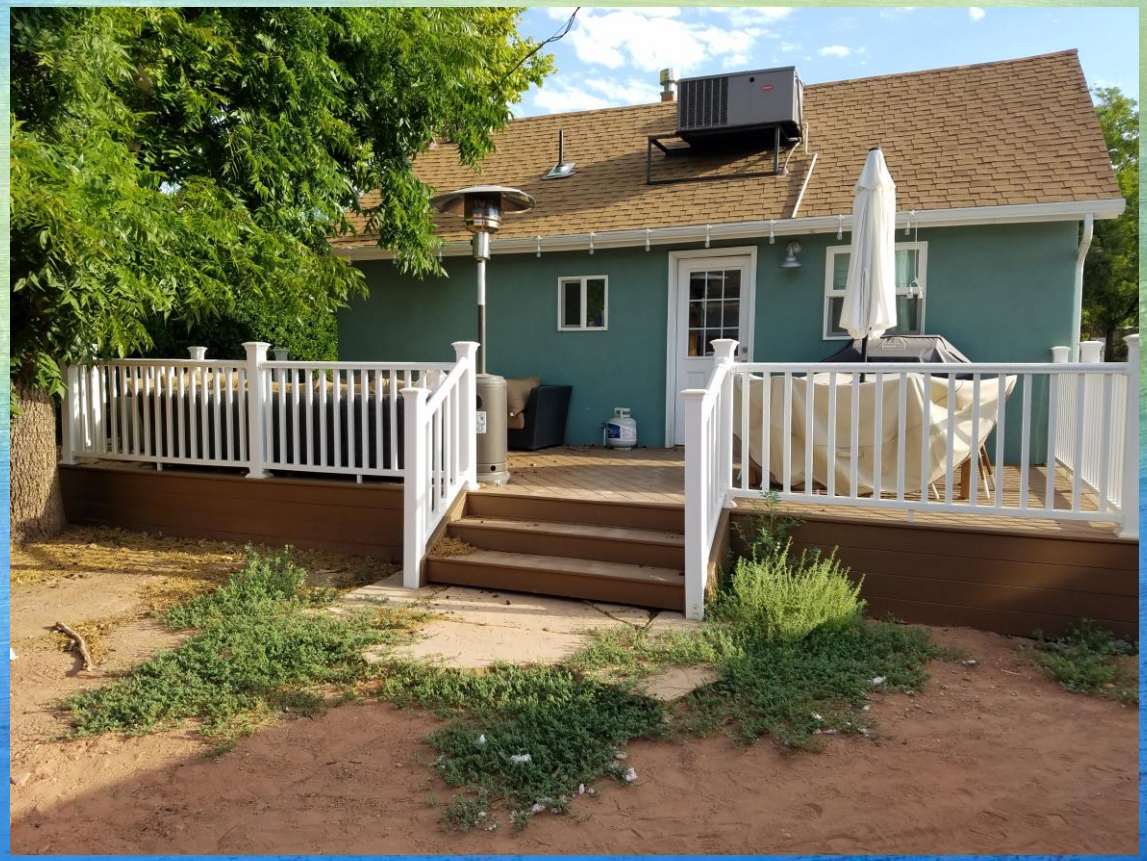
2. SUBSTANTIAL INVESTMENT

COMPLETE INTERIOR REMODEL

NEW LANDSCAPE

NEW OFF-STREET PARKING

10-13E-4B - CONDITIONS



3. RENOVATIONS MAINTAINS HISTORIC FEATURES

10-13E-4B - CONDITIONS



4. MINIMAL TRAFFIC OR PARKING DEMAND

10-13E-4B - CONDITIONS



5. ADDITIONAL CONDITIONS



POSSIBLE MOTION

I MOVE WE APPROVE THE THOMAS COTTAM CONDITIONAL USE PERMIT WITH THE CONDITION THAT ONE OF THE SPACES IN THE TWO-CAR GARAGE BE DEDICATED FOR THE SHORT-TERM RENTAL USE.

DRAFT

Agenda Item Number : 08

Request For Council Action

Date Submitted	07/28/2021 08:56 AM
Proposed City Council Date	08/05/2021
Applicant	Austin Atkins/JMI Property Services
Subject	Consider approval of a conditional use permit for LongHorn Steakhouse to be built at Commerce Point on approximately .49 acres located south on Auto Mall Drive, south of Black Ridge Drive. Case No. 2021-CUP-010.
Background	The proposal is a conditional use permit for the purpose of building a LongHorn Steakhouse at this location. The development site has an aggregate ground floor area greater than 20,000 square feet, and therefore requires a conditional use permit. The Planning Commission recommended approval of the application.
Proposed Resolution	Planning Commission recommends approval
Cost	$
Action Taken	
Requested by	Carol Davidson
File Attachments	ccpacketlonghornsteakhousecup072821085644.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

Conditional Use Permit

PLANNING COMMISSION AGENDA REPORT: 7/27/2021
CITY COUNCIL AGENDA REPORT: 8/05/2021

LongHorn Steakhouse Conditional Use Permit (Case No. 2021-CUP-011)	
Request:	To approve a conditional use permit for LongHorn Steakhouse to be built at Commerce Point
Applicant:	Austin Atkins/JMI Property Services
Representative:	Nina Raey
Location:	South on Auto Mall Drive, south of Black Ridge Drive; Commerce Point Phase 1, Lot 6
General Plan:	COM (Commercial)
Zoning:	C-2 (Highway Commercial)
Land Area:	Approximately .485 acres



BACKGROUND:
The applicants would like to develop lot 6 of the Commerce Point Phase 1 subdivision plat. They would like to add a 5,710 square foot building to house LongHorn Steakhouse. When completed, the new restaurant will be open from 11:00 AM to 11:00 PM seven days a week, and they are expected to employ between 15 and 20 employees per shift.

According to Title 10-17B-9, a development site with a building aggregate ground floor area greater than 20,000 square feet requires a Conditional Use Permit as each new building is developed.

A conditional Use Permit requires the following standards (10-17B-3 and 10-17B-9) be met:

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
Maximum Intensity and use	5,710 sf / restaurant	This intensity and use are compatible with the C-2 district
Complies with all Provisions of Code	See attached plans	There are missing items like the landscape and lighting plan. Staff will ensure the project complies with all codes at the site plan review process
Compared to Permitted Uses, Mitigates Adverse impacts through:		
Size and Location	5,710 sf / C-2	The proposal is compliant
Traffic Generation	Traffic is expected to be increased in this commercial area	The proposal is compliant
Utility / Public Infrastructure Demand	Additional demands are expected	City infrastructure is sufficient to handle this increased demand
Emergency Vehicle Access	Access is available off Auto Mall Drive and Blackridge Drive	Fire has reviewed concept plans and has no issues
Off-Street Parking	61 spaces provided	The dining space is 2,165sf and the kitchen space is 1,700sf, this equates to 29 required parking spaces
Vehicle and Pedestrian Circulation	Please see site plan	The vehicle circulation plan is adequate, and there is connection to the trail along

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
		Bluff Street to this site. Per Title 10-19-6, bike parking will be required
Fencing, Screening, Landscaping	The landscaping will be provided by the owners of the property	The landscaping will be required to meet the regulations. Staff will confirm during the site plan process
Usable Open Space	N/A	N/A
Signs and Lighting	There is no provided lighting plan. There is a sign plan provided	The lighting plan will be required to meet regulations and will be reviewed during the site plan review process. The sign plan will be reviewed during the site plan review process.
Compatibility with Surrounding Structures	See the elevations	This proposal is compatible with the surrounding structures in design, mass, and color.
Noise, Odors, and Other Factors	There will be a grease trap and solid waste is located close to the building	The applicants are aware of possible odor issues and will maintain the grease trap and solid waste areas
Delivery, loading and unloading operations	Delivery should take place after hours	There should not be a problem with the deliveries occurring when the restaurant is not open
Trash Generation, Screening, & Recycling	Solid waste is located on the north side of the building by the parking lot. The trash enclosure will be screened	The screened solid waste location meets regulations as proposed.
Potential Impacts of Patrons/Employees	The addition of this new restaurant will increase activity in this commercial development	There is not expected to be any significant negative impact

Review Criteria		
Regulation	**Proposal**	**Staff Comments**
Impacts of the Use on Public Property Adjoining the Site	The property is close to the trail along Bluff Street	The impact could be positive as the restaurant could attract pedestrian and bicycle patrons
Hours of Operation and Delivery	Monday – Sunday 11:00 AM – 11:00 PM	There are no issues with these hours
Special Hazards Arising from the Use	No anticipated special hazards	Staff has no concerns
Building Mass, Design, & Orientation / Building Façade Articulation	See elevations	The front entrance is on the east, but all sides of the building façade are articulate and attractive.
Building Colors	See elevations and material board	The color scheme matches the approved plans for the surrounding buildings

The City Council may approve the conditional use permit if it meets the following standards found in Chapter 17 of the adopted zoning regulations (10-17B-4):

Upon review and consideration of the criteria identified in Title 10-17B-1 and 10-17B-3, compared to the impacts of allowed uses in the zone, the proposal shall:

A. Be compatible in use, scale and design with allowed uses in the zone; and
B. Not compromise the health, safety, or welfare of:
    a. Persons employed within or using the proposed development;
    b. Those residing or working in the vicinity of the proposed use or development;
    c. Property or improvements in the vicinity of the proposed use or development; or
    d. Not imposed disproportionate burdens on the citizens of the city.
C. The land use authority shall issue a conditional use permit, if the applicant has proposed, or if the land use authority can propose, conditions of approval to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards and criteria herein. The conditional use permit shall describe the scope of the permit, and the conditions of approval.

RECOMMENDATION:

The Planning Commission recommends approval of this Conditional Use Permit with the condition that it meets the regulations found in Title 10-17B of the zoning regulations.

ALTERNATIVES:

1. Recommend approval as presented.
2. Recommend approval with additional conditions.
3. Recommend denial.
4. Table the proposed conditional use permit to a specific date.

POSSIBLE MOTION:

I move we approve the LongHorn Steakhouse Conditional Use Permit with the condition outlined in the staff report.

FINDINGS FOR APPROVAL:

1. The proposed conditional use permit is compatible in use, scale and design with allowed uses in the zone.
2. The proposed conditional use permit does not compromise the health, safety, or welfare of those residing or working in the vicinity of this proposed use.

Exhibit A
Statement of Operations

LongHorn Steakhouse
Commerce Point

June 27, 2021

LongHorn will do construction of new 5,710 sf restaurant and trash enclosure area with improvements around the building. All site improvements- parking, landscape, and parking lot lighting etc. are part of landlord scope of work. LongHorn is located in a shopping center with other commercial uses.

Request is for approval of a Conditional Use Permit.

LongHorn is a full service, sit down restaurant with sale of full line of alcohol in conjunction with food service. Proposed hours of operation are 11:00AM – 11:00PM, 7 days a week. They are open for lunch and dinner. Typically there are 15-20 employees per shift.

Exhibit B
Sign Plans

Exhibit C
PowerPoint Presentation

Longhorn steakhouse

2021-CUP-011

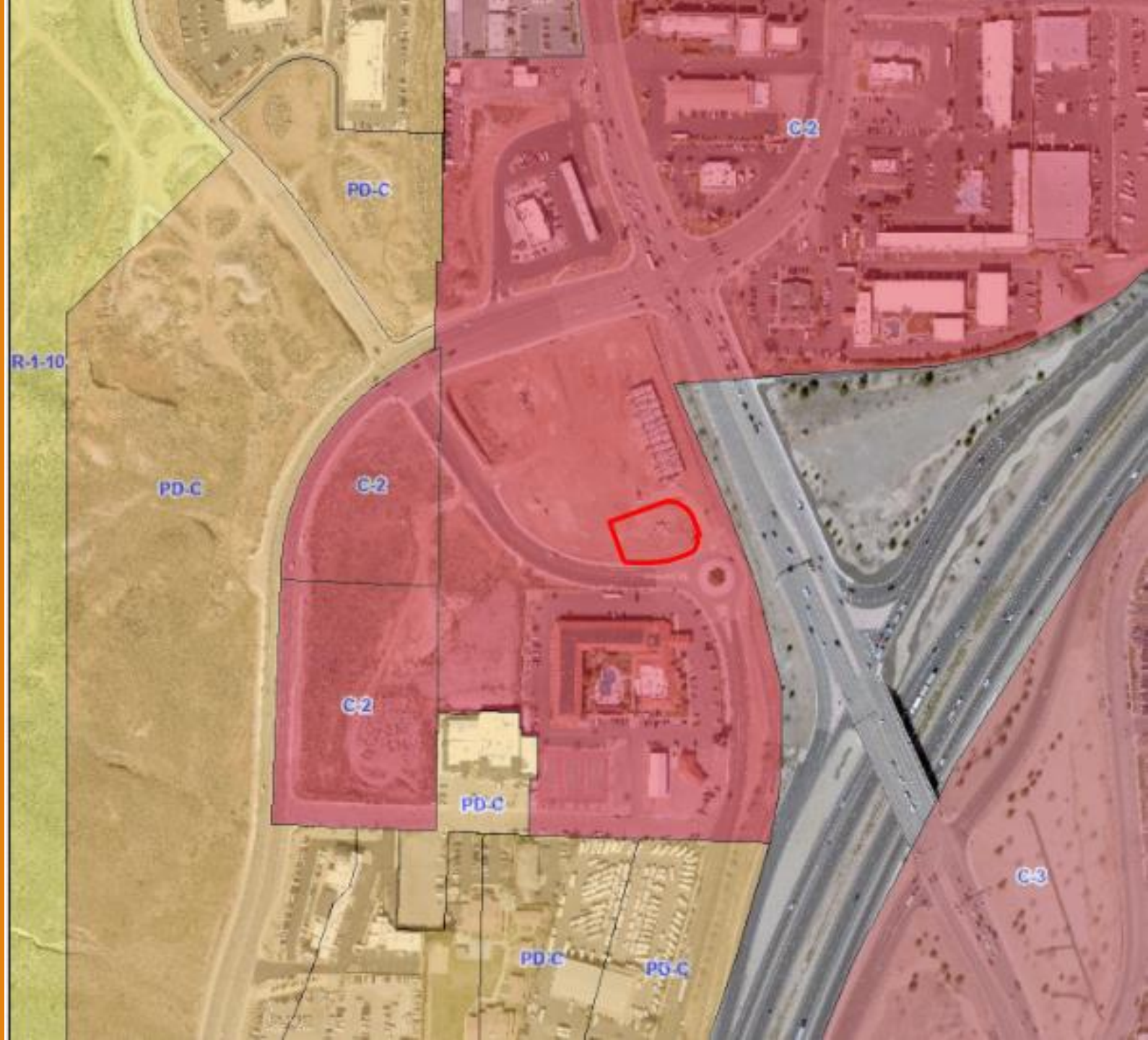
Location

2021-CUP-011



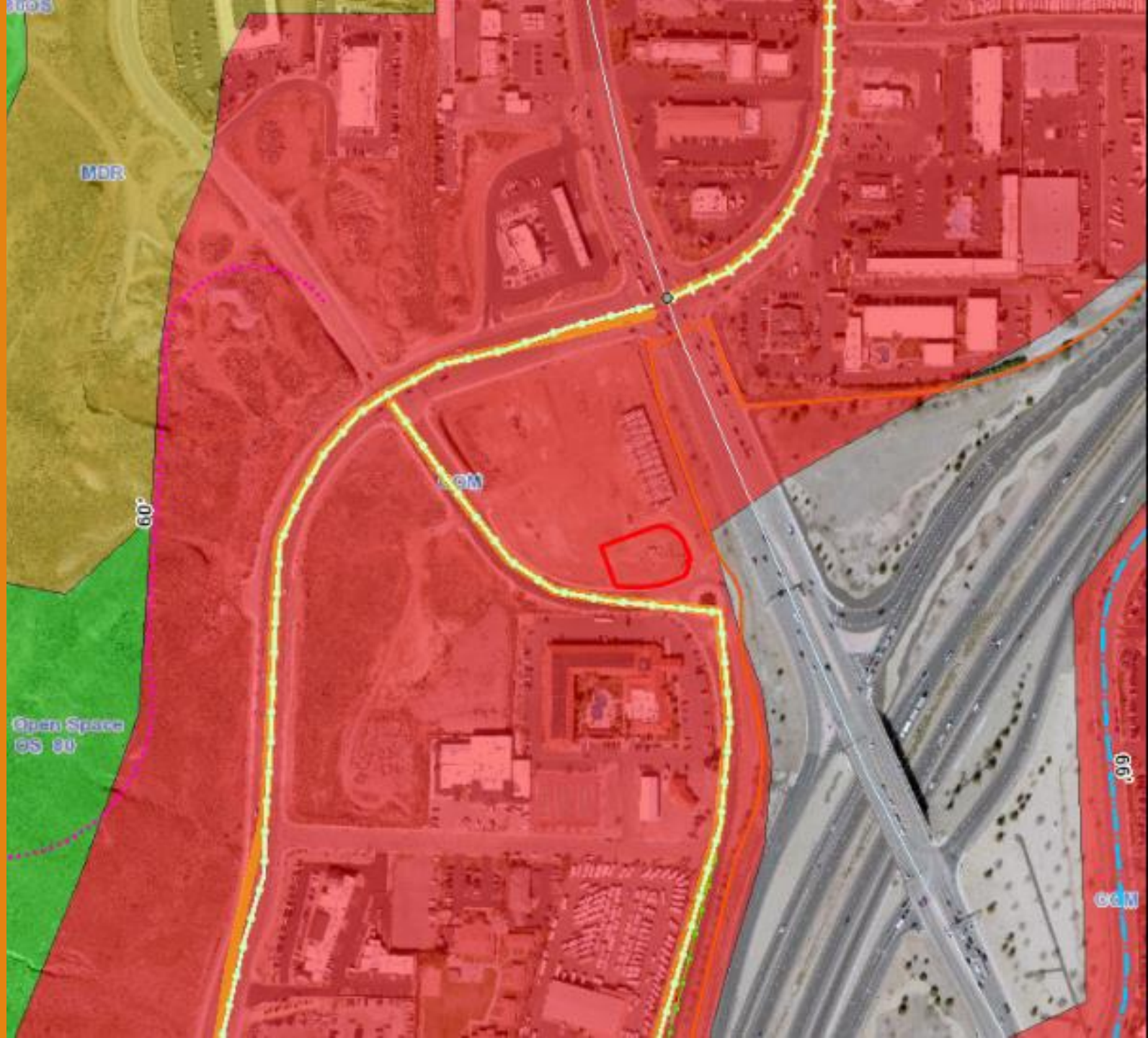
Zoning

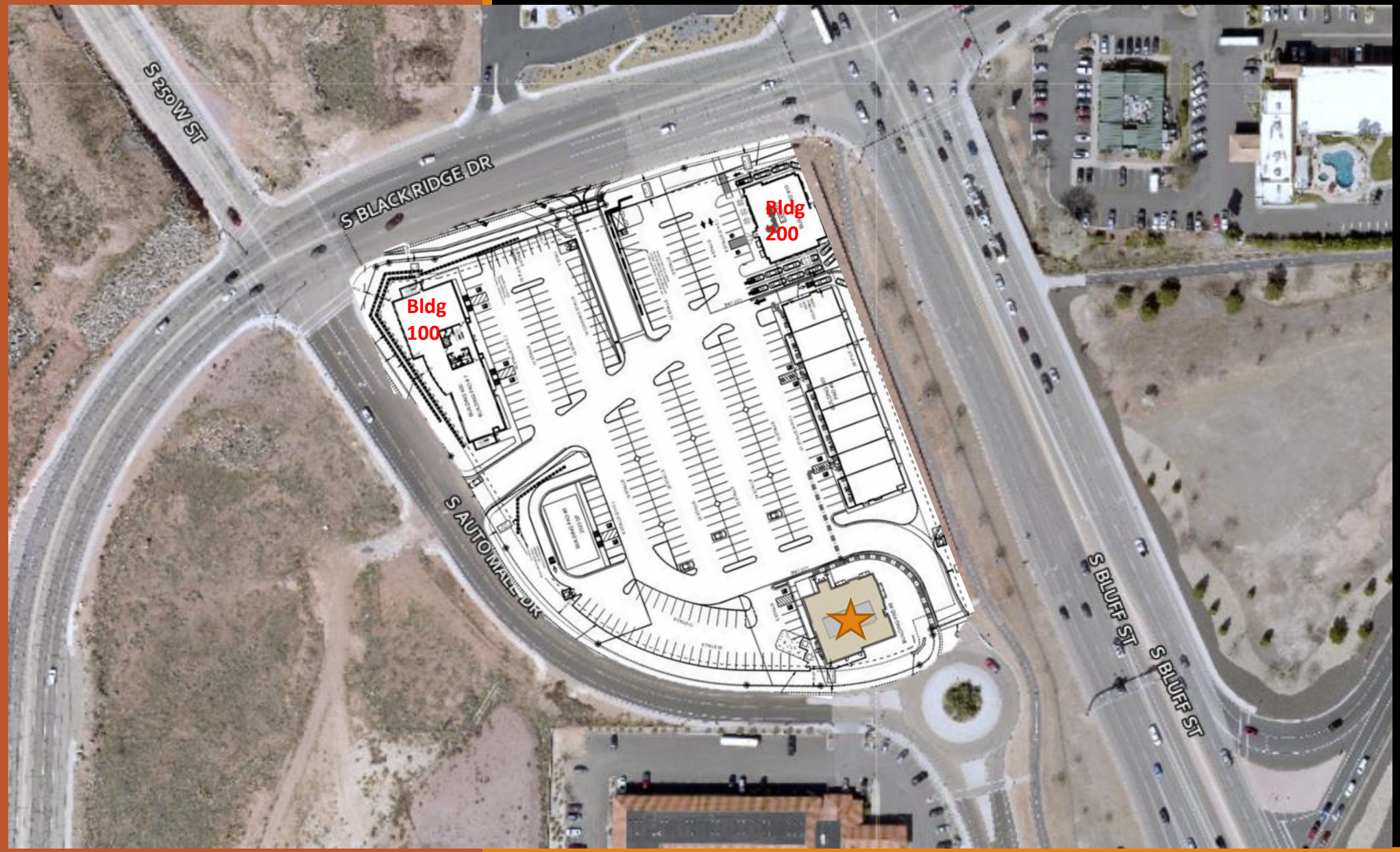
2021-CUP-011



General Plan

2021-CUP-011




S 250 W ST
S BLACKRIDGE DR
Bldg 200
Bldg 100
S AUTOMALL DR
S BLUFF ST
S BLUFF ST

Site Plan

2021-CUP-011



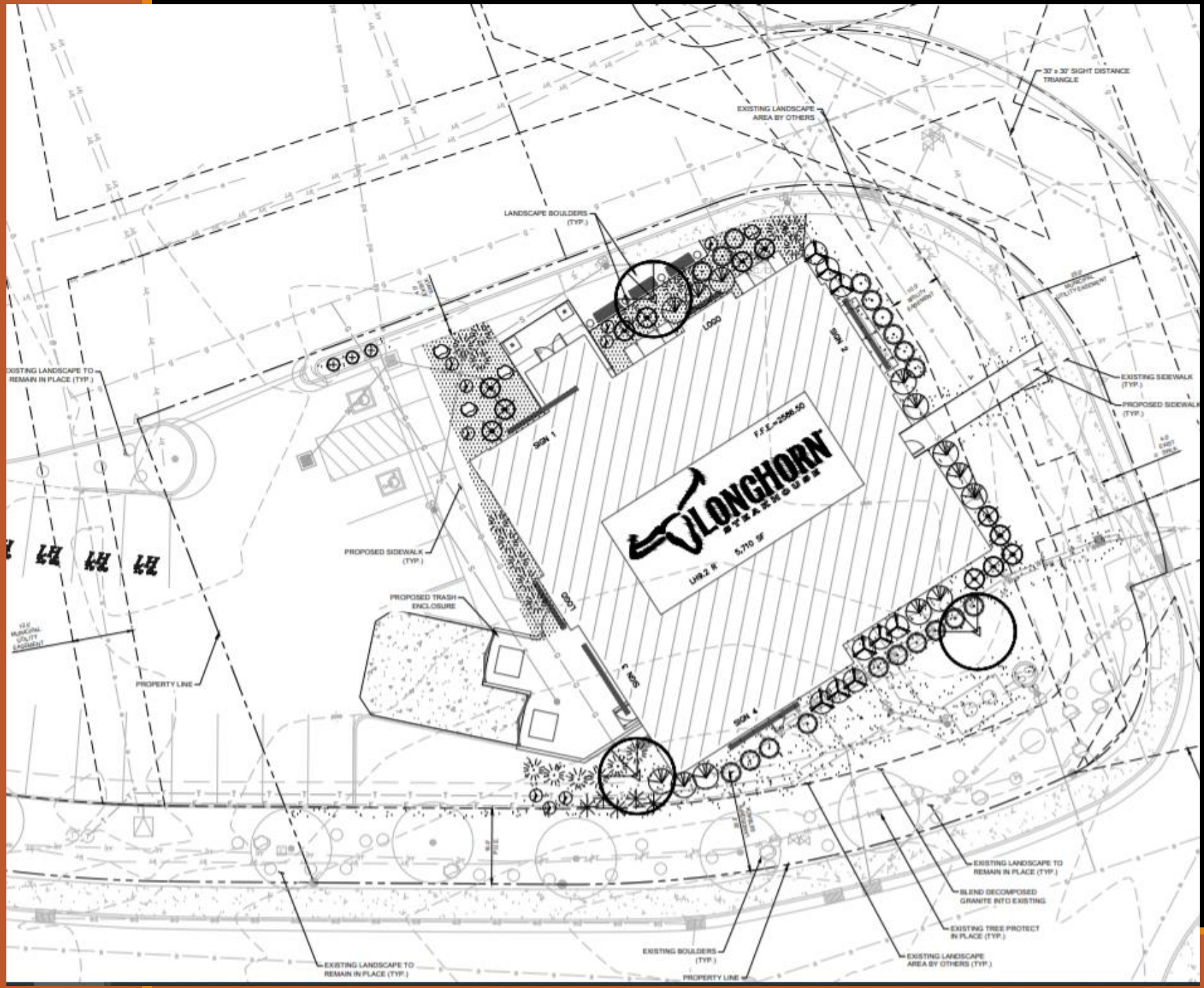
Pedestrian Access

2021-CUP-011



Landscape Plan

2021-CUP-011





East

FRONT ELEVATION



North

RIGHT ELEVATION



West

REAR ELEVATION



South

LEFT ELEVATION



EIFS
BENJAMIN MOORE PAINT
"063 - PENNIES FROM HEAVEN"



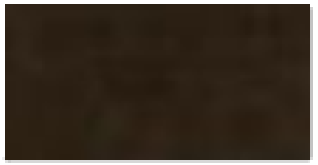
EIFS
BENJAMIN MOORE PAINT
"HC-71 - HASBROUCK BROWN"



STANDING SEAM
METAL ROOF
GALVALUME FINISH



EIFS
BENJAMIN MOORE PAINT
"HC-47 - BROOKLINE BEIGE"



EXTERIOR STAIN
OLYMPIC STAIN
"708 - WALNUT"



JAMES HARDIE
HARDIEPLANK HZ5 LAP SIDING
PRIMED, P-13



EIFS
BENJAMIN MOORE PAINT
"2164-20 MARSH BROWN"



EXTERIOR STONE
CORONADO STONE
"OLD COUNTRY LEDGE"



JAMES HARDIE
HARDIEPLANK HZ5 LAP SIDING
PRIMED, P-16



Building 100

Building 200



Recommendation

THE PLANNING COMMISSION AND STAFF RECOMMEND APPROVAL OF THIS CONDITIONAL USE PERMIT WITH THE CONDITION THAT IT MEETS THE REGULATIONS FOUND IN TITLE 10-17B OF THE ZONING REGULATIONS.

Possible Motion

I MOVE WE APPROVE THE LONGHORN STEAKHOUSE CONDITIONAL USE PERMIT WITH THE CONDITION OUTLINED IN THE STAFF REPORT.

DRAFT

Agenda Item Number : 09

Request For Council Action

Date Submitted	07/30/2021 04:42 PM
Proposed City Council Date	08/19/2021
Applicant	Ken Miller, Development Solutions Group
Subject	Consider approval of the preliminary plat for South Desert Townhomes, a 132-lot residential subdivision located at approximately White Dome Drive and 2500 East in the Southern Hills development.
Background	This proposed subdivision is located at approximately White Dome Drive and 2500 East in the Southern Hills development.
Proposed Resolution	Planning Commission recommends approval
Cost	$N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-038southdeserttownhomes073021164208.pdf preliminaryplatpresentationforsouthdeserttownhomes073021164208.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: **07/27/2021**
CITY COUNCIL **08/05/2021**

PRELIMINARY PLAT
South Desert Townhomes
Case No. 2021-PP-038

Request: To approve a preliminary plat for a one hundred and thirty two (132) lot residential subdivision

Location: The site is located at approximately White Dome Drive and 2500 East in the Southern Hills Development.

Property: 14.67 acres

Number of Lots: 132

Density: 9 DU/AC

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – PD-R
East – PD-R
West – OS (White Dome Nature Conservancy)

General Plan: MDR

Applicant: Development Solutions Group

Representative: Ken Miller

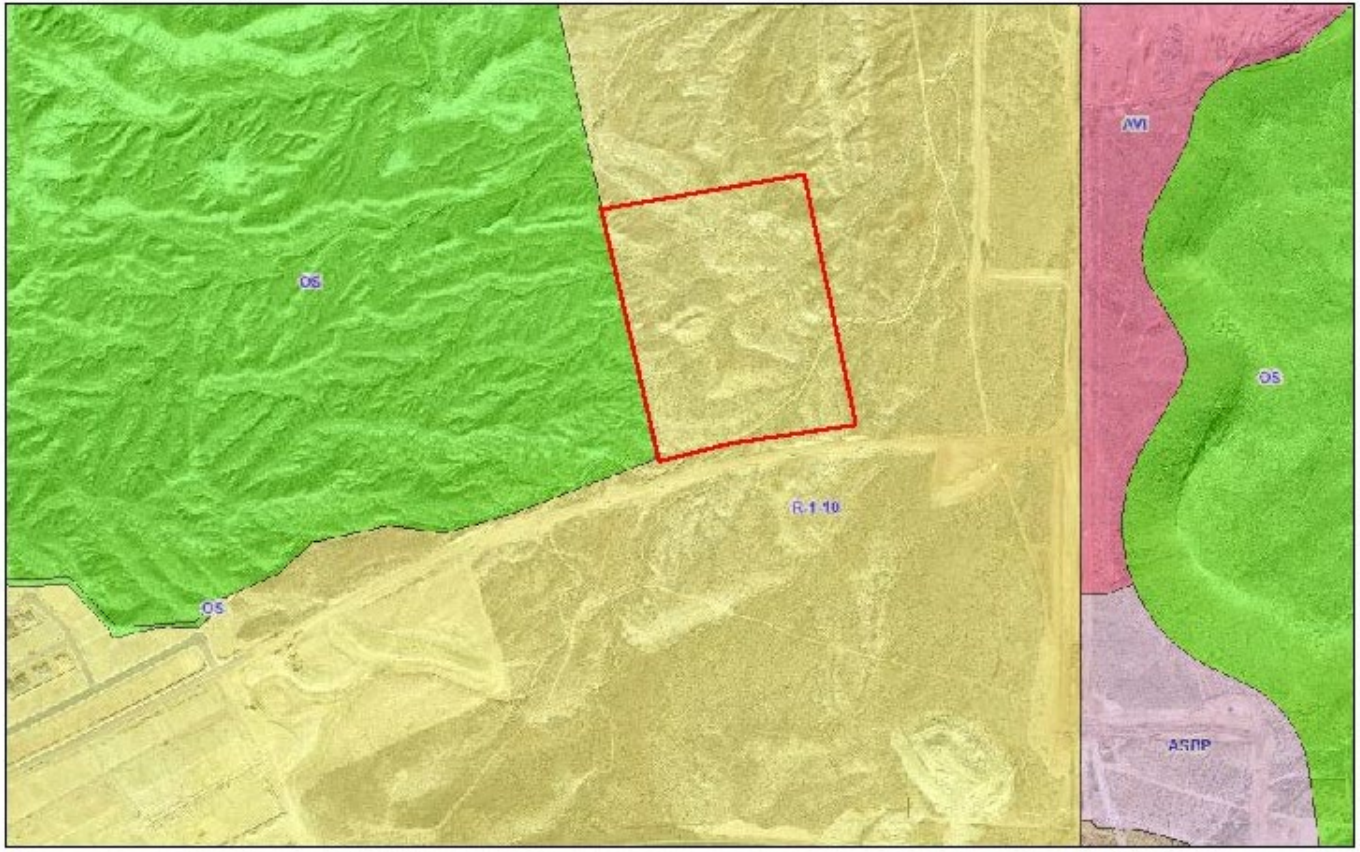
Comments:

Preliminary Plats

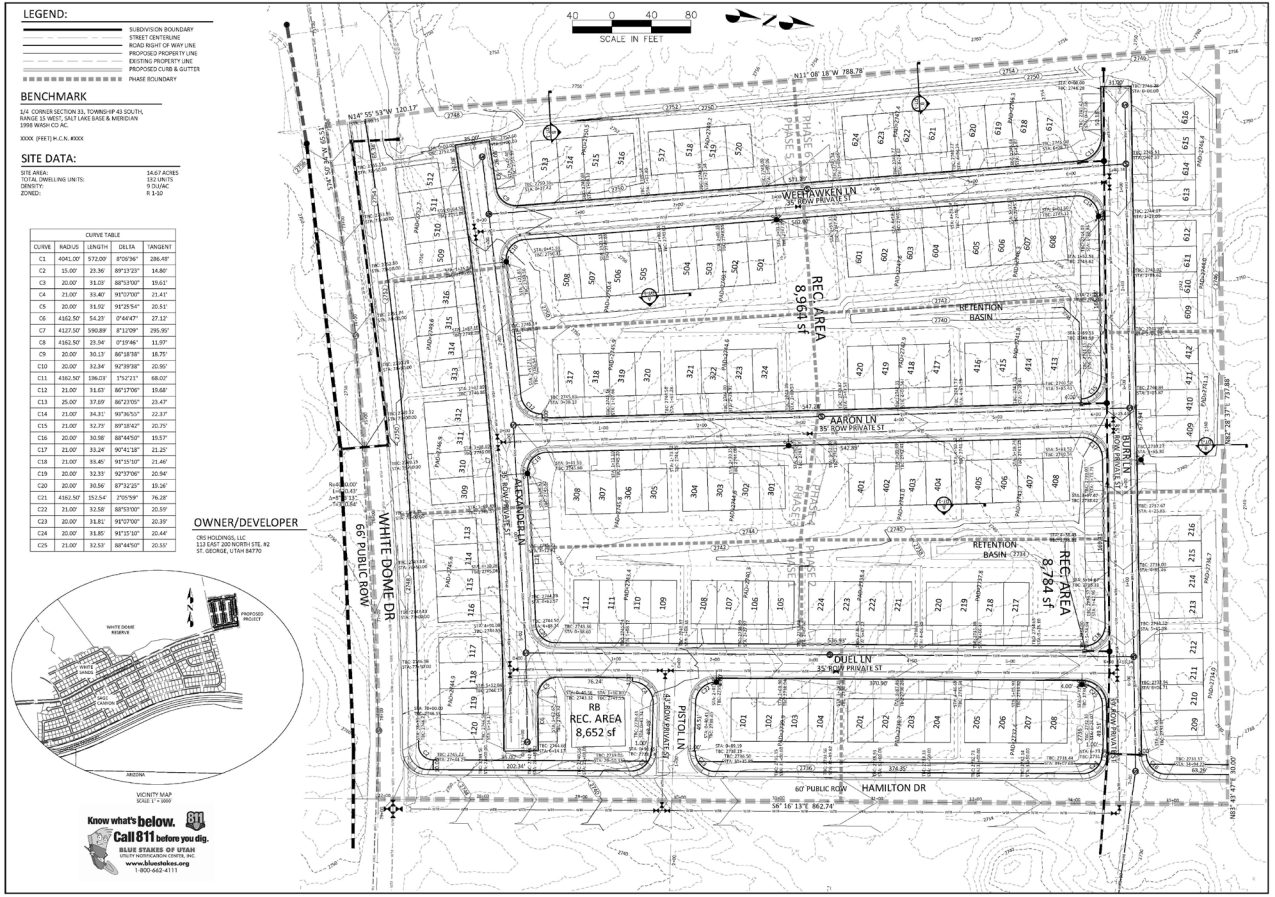
July 27, 2021



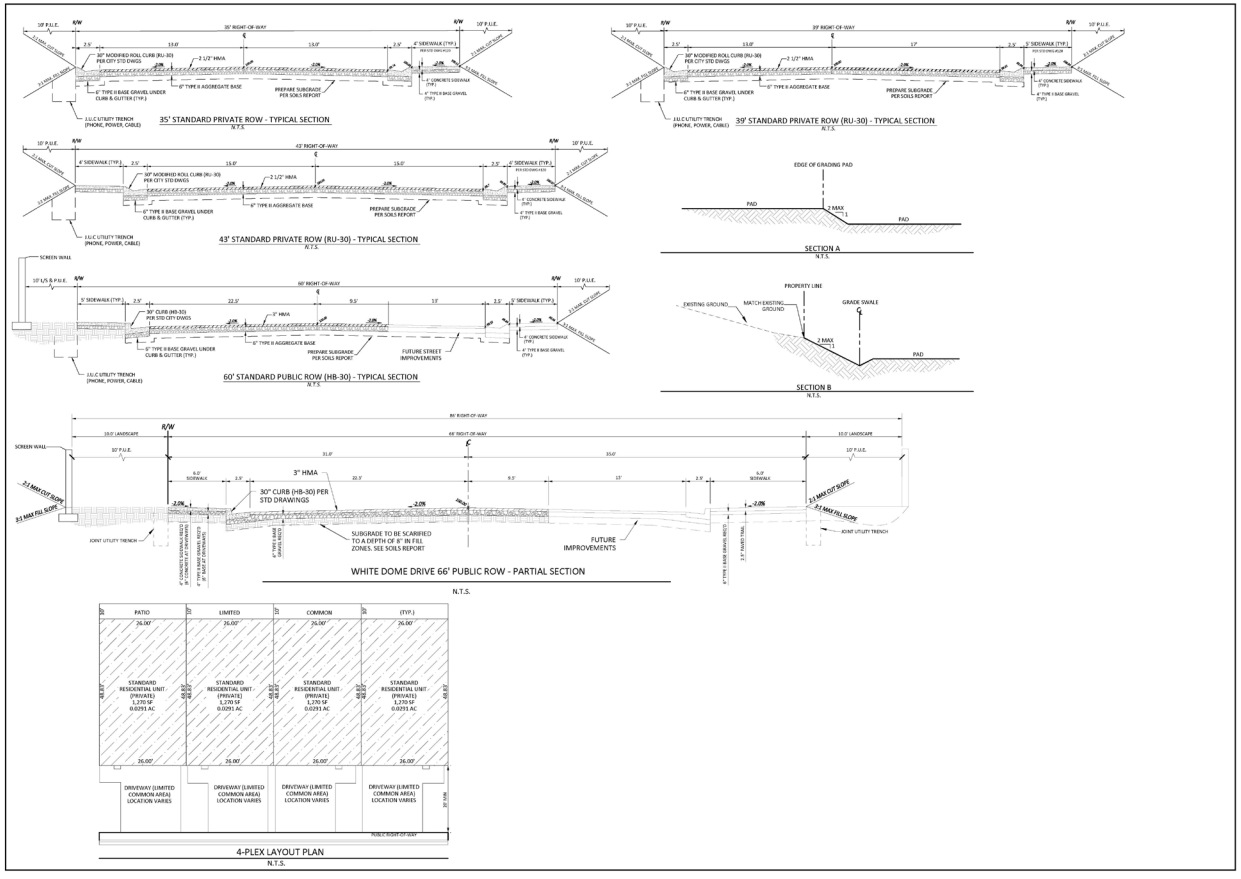
Preliminary Plat – South Desert Townhomes



Preliminary Plat – South Desert Townhomes



Preliminary Plat – South Desert Townhomes



Preliminary Plat – South Desert Townhomes

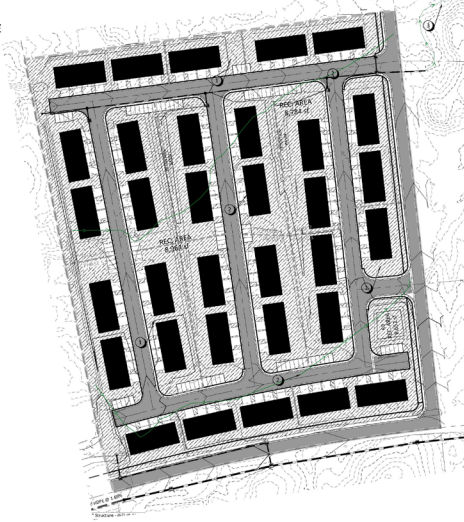
LID NOTES:

SITE AREA:	14.68 ACRES
TOTAL LOT AREA:	10.61 ACRES
LOT AREA PERCENTAGE OF SITE:	72.3%
SITE PERVIOUS AREA:	5.92 ACRES
SITE IMPERVIOUS AREA:	8.76 ACRES
SITE IMP %:	59.67%
SITE WQRV:	7,248 CU FT
TOTAL DWELLING UNITS:	133 UNITS

1. THE REQUIRED 80TH PERCENTILE RUNOFF RETENTION VOLUME IS 7,248 CU FT
2. ASSUMING DISCONNECTED ROOF RUNOFF AND MAX 44% IMPERIOUS COVERAGE PER LOT AREA, THE CALCULATED MAXIMUM RUNOFF MAY BE REDUCED BY 73% FOR DEVELOPED LOT AREAS.
3. THE REDUCED RETENTION VOLUME REQUIRED INCLUDING STUCTURES, LANDSCAPE, LOTS, PAVEMENT AND SIDEWALK COMBINED AREA IS 3,442 CU FT
4. THE ADDITIONAL RUNOFF RETENTION VOLUME IS ACCOMMODATED IN THE 1.62 ACRE/FT OPEN EXISTING DRAINAGE CHANNEL BY NATURAL INFILTRATION, ASSUMING AN AVERAGE OF 15MM/HR INFILTRATION FOR LOAM SOIL. AS FURTHER DEVELOPMENT IS DESIGNED AND CONSTRUCTED A PROPOSED REGIONAL BASIN TO THE NORTH EAST WILL BE SUBMITTED FOR REVIEW.

LID LEGEND:

1. LOT AREA WHERE STRUCTURES, DRIVEWAYS AND LANDSCAPING WILL BE CONSTRUCTED (USED TO CALCULATE A RUN OFF REDUCTION)
2. IMPERVIOUS AREA (SIDEWALKS/STREETS)
3. DRAINAGE RUN OFF TO INFILTRATE INTO PRIVATELY OWNED DRAINAGE CHANNEL



SOUTHERN DESERT TOWNHOMES
PLANNED UNIT DEVELOPMENT
LOCATED IN ST. GEORGE, UTAH

LID DETAIL

DSG ENGINEERING, INC
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS

LID-1
3 OF 3 TOTAL

Preliminary Plat – South Desert Townhomes

DRAFT

Agenda Item Number : 10

Request For Council Action

Date Submitted	07/30/2021 04:13 PM
Proposed City Council Date	08/19/2021
Applicant	Ken Miller, Development Solutions Group
Subject	Consider approval of the preliminary plat for Southern View PD, a 123-lot residential subdivision located on the south side of White Dome Drive at approximately 2500 East.
Background	This subdivision is located on the south side of White Dome Drive at approximately 2500 East.
Proposed Resolution	Planning Commission recommends approval
Cost	$N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-037southernviewpd073021161322.pdf preliminaryplatpresentationforsouthernviewpd073021161322.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: **07/27/2021**
CITY COUNCIL **08/05/2021**

PRELIMINARY PLAT
Southern View PD
Case No. 2021-PP-037

Request: To approve a preliminary plat for a one hundred and twenty-three (123) lot residential subdivision

Location: The site is located at approximately White Dome Drive and Southern Hills Parkway.

Property: 16.13 acres

Number of Lots: 123

Density: 7.63 DU/AC

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – PD-C
East – PD-C
West – R-1-10

General Plan: MDR

Applicant: Development Solutions Group

Representative: Ken Miller

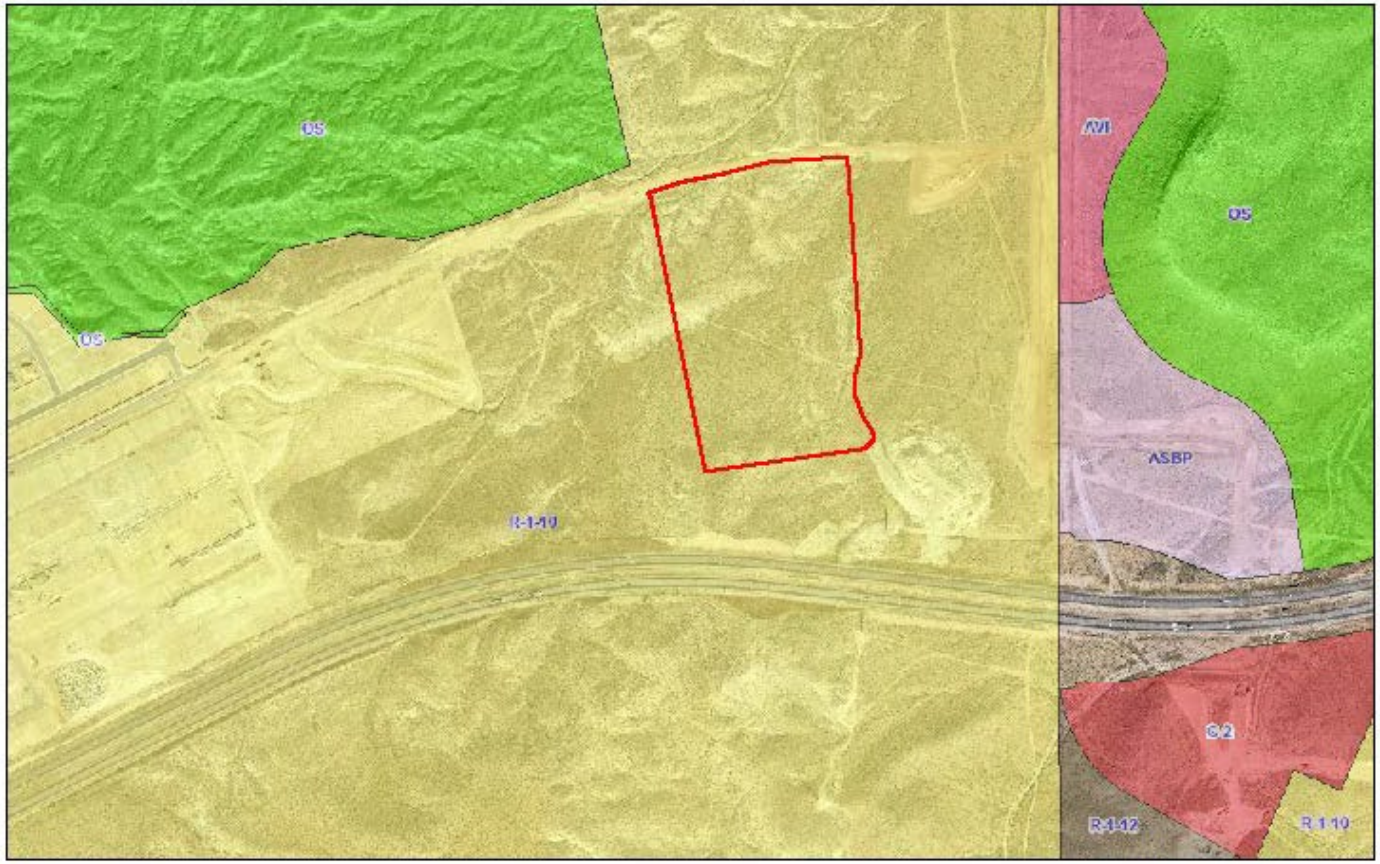
Comments:

Preliminary Plats

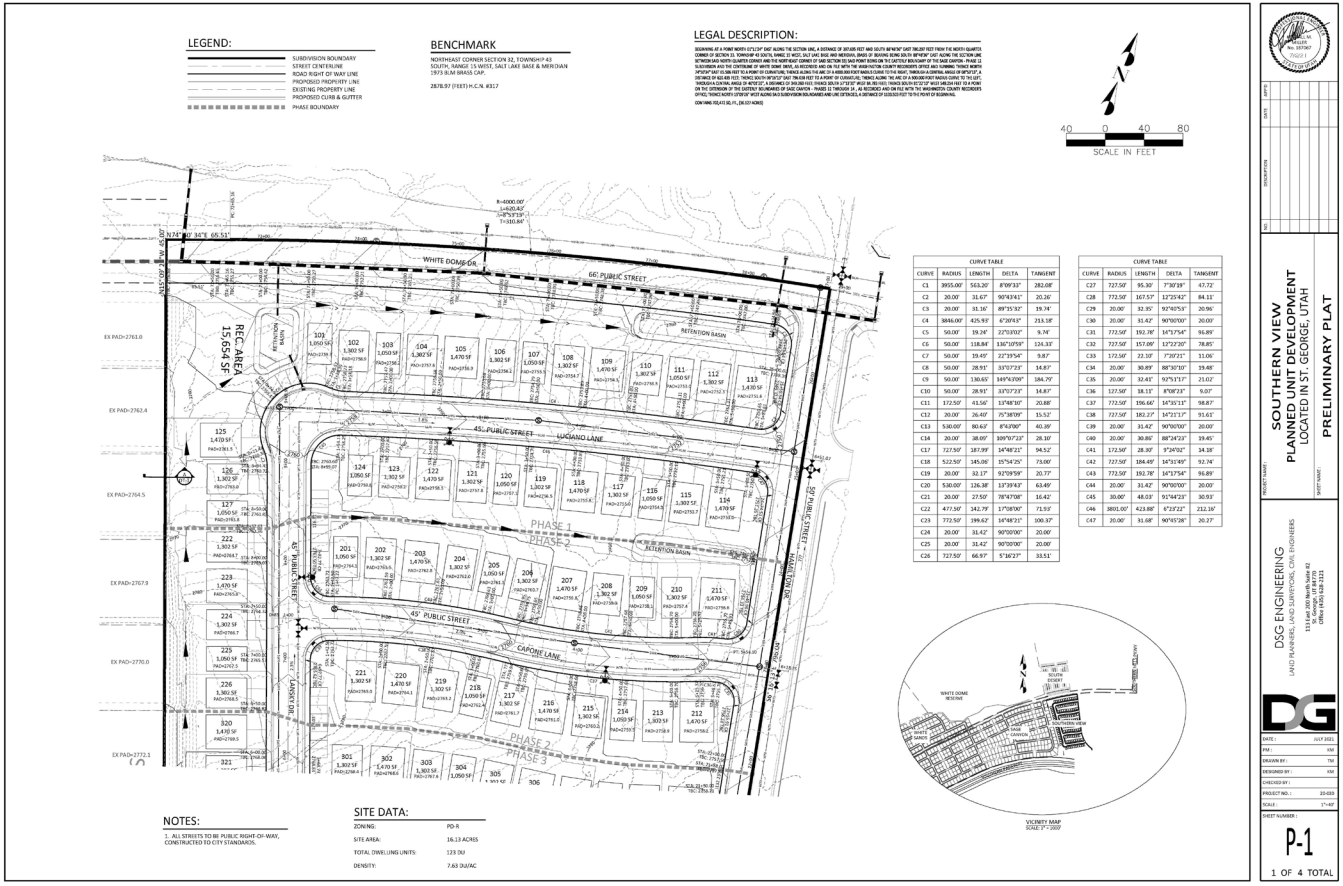
July 27, 2021



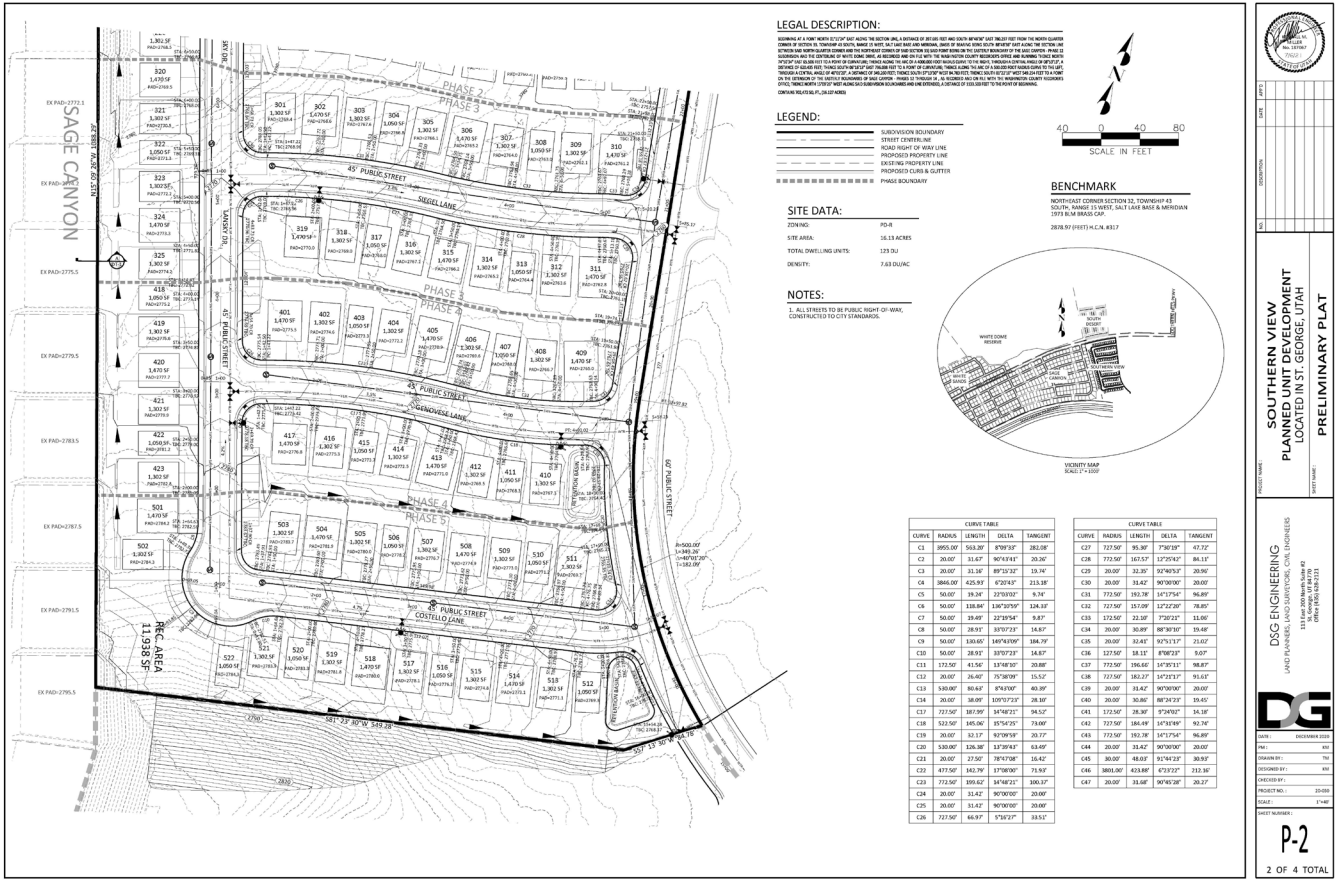
Preliminary Plat – Southern View PD



Preliminary Plat – Southern View PD



Preliminary Plat – Southern View PD



CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	3955.00'	563.20'	8°09'35"	282.08'
C2	20.00'	31.67'	90°41'41"	20.26'
C3	20.00'	31.16'	89°15'32"	19.74'
C4	3846.00'	425.93'	6°20'43"	213.18'
C5	50.00'	19.24'	22°03'02"	9.74'
C6	50.00'	118.84'	136°10'59"	124.10'
C7	50.00'	19.49'	22°19'54"	9.87'
C8	50.00'	28.91'	33°07'23"	14.87'
C9	50.00'	130.65'	149°43'09"	184.79'
C10	50.00'	28.91'	33°07'23"	14.87'
C11	172.50'	41.56'	13°48'10"	20.88'
C12	20.00'	26.40'	75°38'09"	15.52'
C13	530.00'	80.63'	8°43'00"	40.39'
C14	20.00'	38.09'	109°07'23"	28.18'
C17	727.50'	187.99'	14°48'21"	94.52'
C18	522.50'	145.06'	15°54'25"	73.00'
C19	20.00'	32.17'	92°09'59"	20.77'
C20	530.00'	126.38'	13°39'43"	63.49'
C21	20.00'	27.50'	78°47'08"	16.42'
C22	477.50'	142.79'	17°08'00"	71.93'
C23	772.50'	199.62'	14°48'21"	100.37'
C24	20.00'	31.42'	90°00'00"	20.00'
C25	20.00'	31.42'	90°00'00"	20.00'
C26	727.50'	66.97'	5°16'27"	33.51'

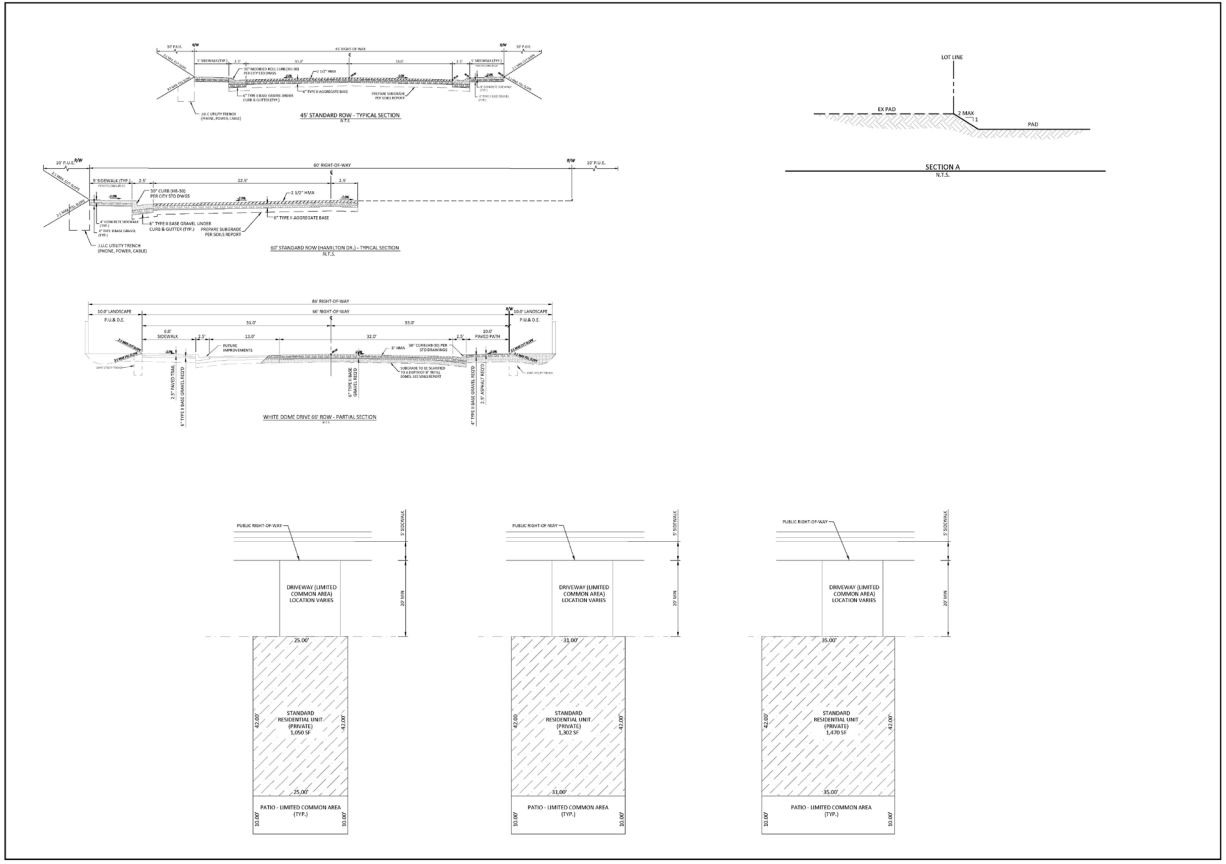
CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C27	727.50'	95.30'	7°30'19"	47.72'
C28	772.50'	167.57'	12°25'42"	84.13'
C29	20.00'	32.35'	92°40'53"	20.96'
C30	20.00'	31.42'	90°00'00"	20.00'
C31	772.50'	192.28'	14°15'54"	96.89'
C32	727.50'	157.09'	12°22'20"	78.85'
C33	172.50'	22.10'	7°20'21"	11.06'
C34	20.00'	30.89'	88°30'10"	19.48'
C35	20.00'	32.43'	92°51'17"	21.02'
C36	127.50'	18.11'	8°08'23"	9.07'
C37	772.50'	196.66'	14°35'11"	98.87'
C38	727.50'	182.27'	14°21'13"	91.61'
C39	20.00'	31.42'	90°00'00"	20.00'
C40	20.00'	30.86'	88°24'23"	19.45'
C41	172.50'	28.36'	9°24'02"	14.18'
C42	727.50'	184.49'	14°31'49"	92.74'
C43	772.50'	192.28'	14°15'54"	96.89'
C44	20.00'	31.42'	90°00'00"	20.00'
C45	30.00'	48.03'	91°44'23"	30.93'
C46	1801.00'	423.86'	6°73'22"	212.16'
C47	20.00'	31.68'	90°45'28"	20.27'

SOUTHERN VIEW
PLANNED UNIT DEVELOPMENT
LOCATED IN ST. GEORGE, UTAH
PRELIMINARY PLAT

DSG ENGINEERING
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
111 East 200 North, Suite #2
St. George, Utah 84770
Office (435) 628-2121

DATE: DECEMBER 2020
PM: KM
DRAWN BY: TM
DESIGNED BY: KM
CHECKED BY:
PROJECT NO.: 20-030
SCALE: 1"=40'
SHEET NUMBER:
P-2
2 OF 4 TOTAL

Preliminary Plat – Southern View PD



Preliminary Plat – Southern View PD

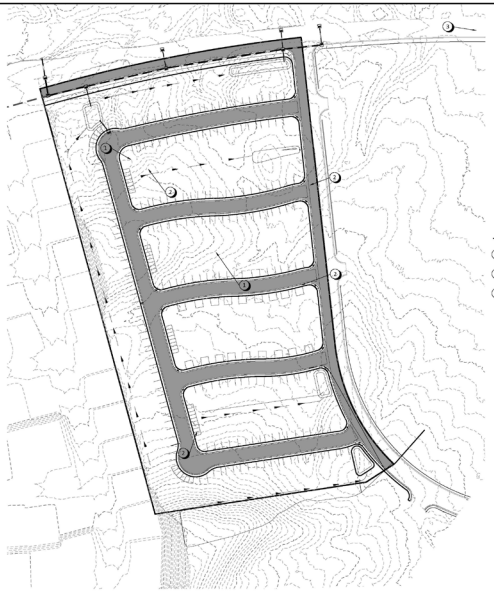
LID NOTES:

SITE AREA:	16.13 ACRES
TOTAL LOT AREA:	11.46 ACRES
LOT AREA PERCENTAGE OF SITE:	71.1%
SITE PERVIOUS AREA:	6.53 ACRES
SITE IMPERVIOUS AREA:	9.59 ACRES
SITE IMP %:	59.48%
SITE WQRV:	7,908 CU FT
TOTAL DWELLING UNITS:	123 UNITS

SITE DATA:

ZONING:	PD-R
SITE AREA:	16.13 ACRES
TOTAL DWELLING UNITS:	123 DU
DENSITY:	7.63 DU/AC

1. THE REQUIRED 80TH PERCENTILE RUNOFF RETENTION VOLUME IS 7,908 CU FT
2. ASSUMING DISCONNECTED ROOF RUNOFF AND MAX 43% IMPERIOUS COVERAGE PER LOT, THE CALCULATED MAXIMUM RUNOFF MAY BE REDUCED BY 85% FOR LOT AREAS.
3. THE REDUCED RETENTION VOLUME INCLUDING LOTS, PAVEMENT AND SIDEWALK COMBINED AREA IS 3,135 CU FT
4. THE ADDITIONAL RUNOFF RETENTION VOLUME IS ACCOMMODATED IN THE DOWNSTREAM DESERT TO THE SOUTH-WEST, PRIVATELY OWNED DETENTION/SEDIMENT BASIN OF APPROXIMATELY 1 ACRE FT.



LID LEGEND:

1. LOT AREA WHERE STRUCTURES, DRIVEWAYS AND LANDSCAPING WILL BE CONSTRUCTED
2. IMPERVIOUS AREA (STRUCTURES, DRIVEWAYS, STREETS, WALKWAYS)
3. DRAINAGE RUN OFF TO INFILTRATE INTO REGIONAL DETENTION BASIN

LID LEGEND:

1. LOT AREA WHERE STRUCTURES, DRIVEWAYS AND LANDSCAPING WILL BE CONSTRUCTED
2. IMPERVIOUS AREA (STRUCTURES, DRIVEWAYS, STREETS, WALKWAYS)
3. DRAINAGE RUN OFF TO INFILTRATE INTO PRIVATELY OWNED NATIVE DESERT

SOUTHERN VIEW
PLANNED UNIT DEVELOPMENT
LOCATED IN ST. GEORGE, UTAH

LID DETAIL

DSG ENGINEERING
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS
113 East 200 North Suite #2
St. George, UT 84770
Office (435) 628-2221

LID-1
4 OF 4 TOTAL

Preliminary Plat – Southern View PD

DRAFT

Agenda Item Number : 11

Request For Council Action

Date Submitted	07/30/2021 03:48 PM
Proposed City Council Date	08/05/2021
Applicant	Logan Blake, Development Solutions Group
Subject	Consider approval of the preliminary plat for Thorn Tree Court Yards at the Ledges, a 24-lot residential subdivision located at approximately 1500 West Ledges Parkway on the north side of the parkway adjacent to Winchester Hills.
Background	This proposed subdivision is located at approximately 1500 West Ledges Parkway on the north side of the parkway adjacent to Winchester Hills.
Proposed Resolution	Planning Commission recommends approval
Cost	$N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-036thorntreecourtyardsattheledges073021154814.pdf preliminaryplatpresentationforthorntreecourtyardsattheledges073021154814.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: **07/27/2021**
CITY COUNCIL **08/05/2021**

PRELIMINARY PLAT
Thorn Tree Court Yards at the Ledges
Case No. 2021-PP-036

Request: To approve a preliminary plat for a twenty-four (24) lot residential subdivision

Location: The site is located at approximately 1550 West Ledges Parkway in the Ledges development.

Property: 6.68 acres

Number of Lots: 24

Density: 7.19 DU/AC

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – PD-R
South – PD-R
East – PD-R
West – PD-R

General Plan: VLDR

Applicant: Development Solutions Group

Representative: Logan Blake

Comments:

Preliminary Plats

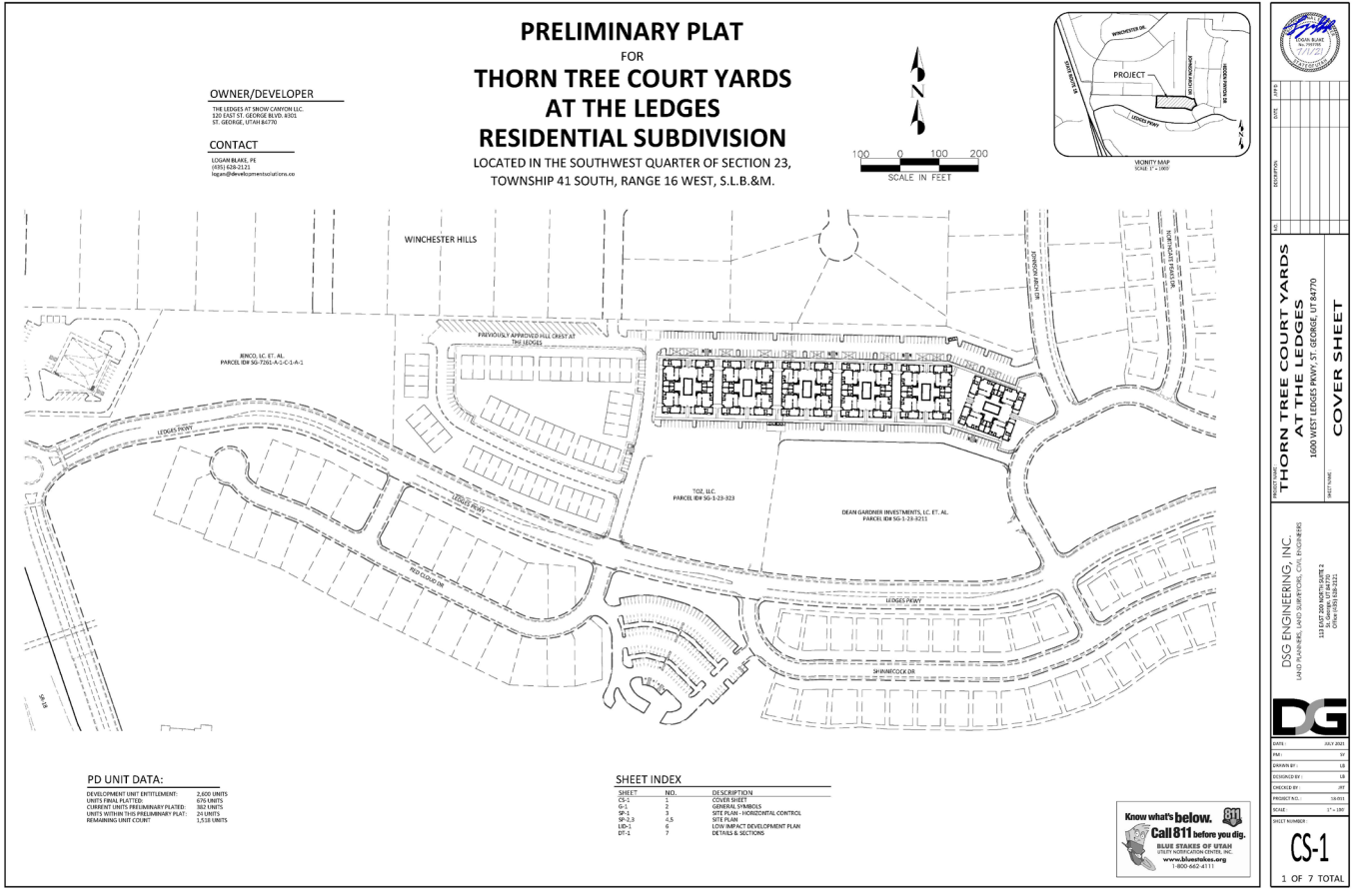
July 27, 2021



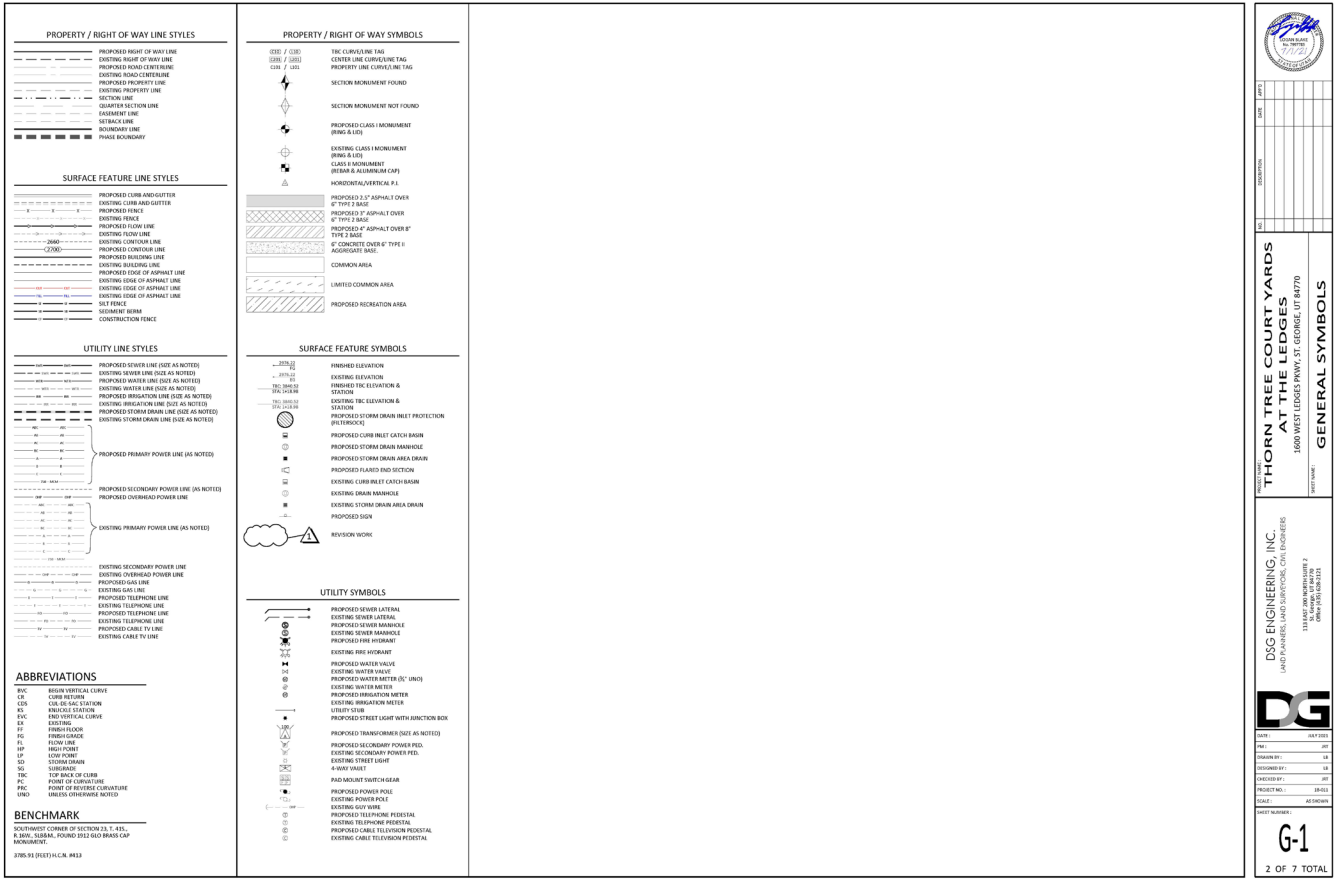
Preliminary Plat–Thorn Tree Court Yards at The Ledges



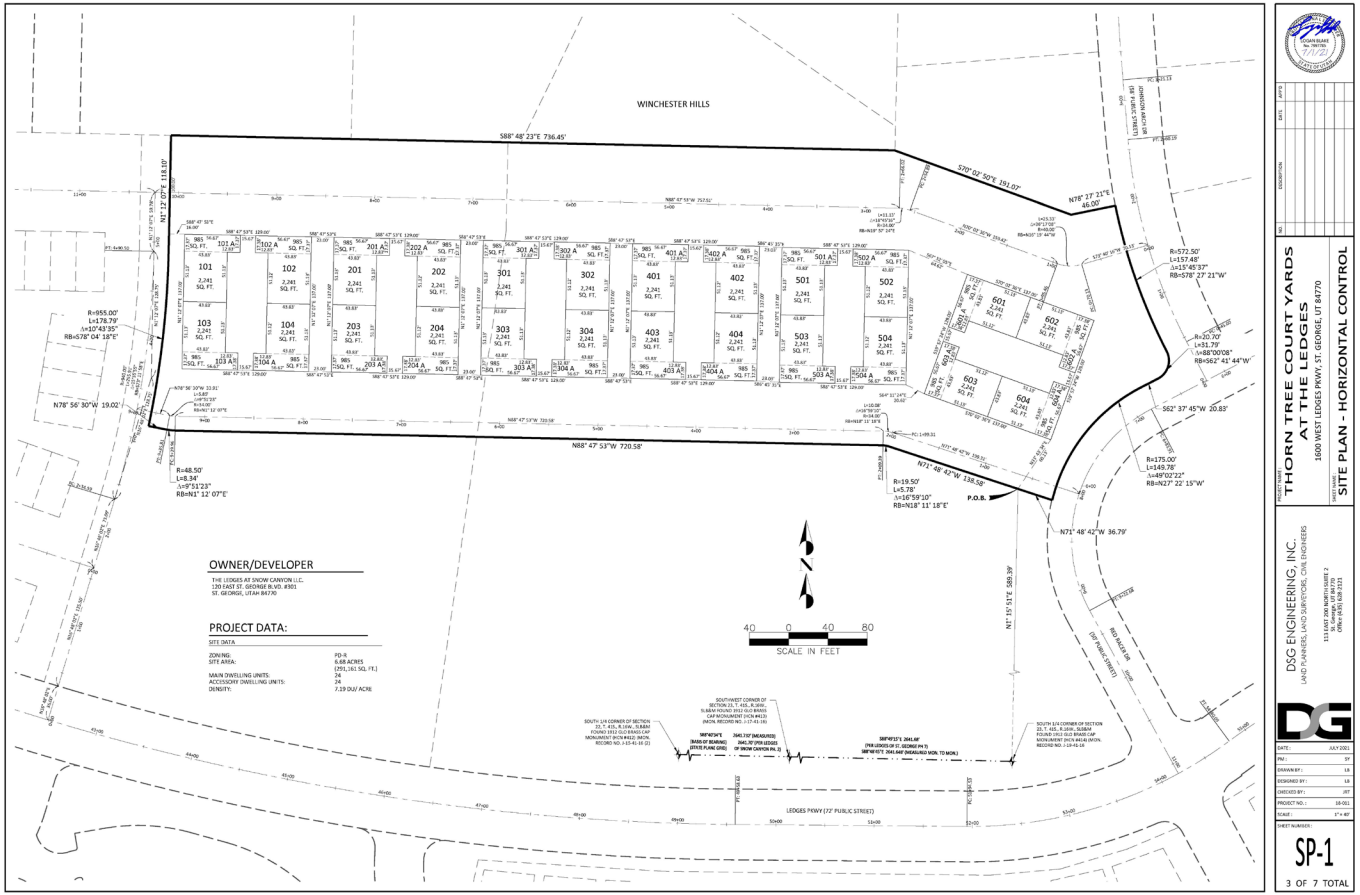
Preliminary Plat – Thorn Tree Court Yards at The Ledges



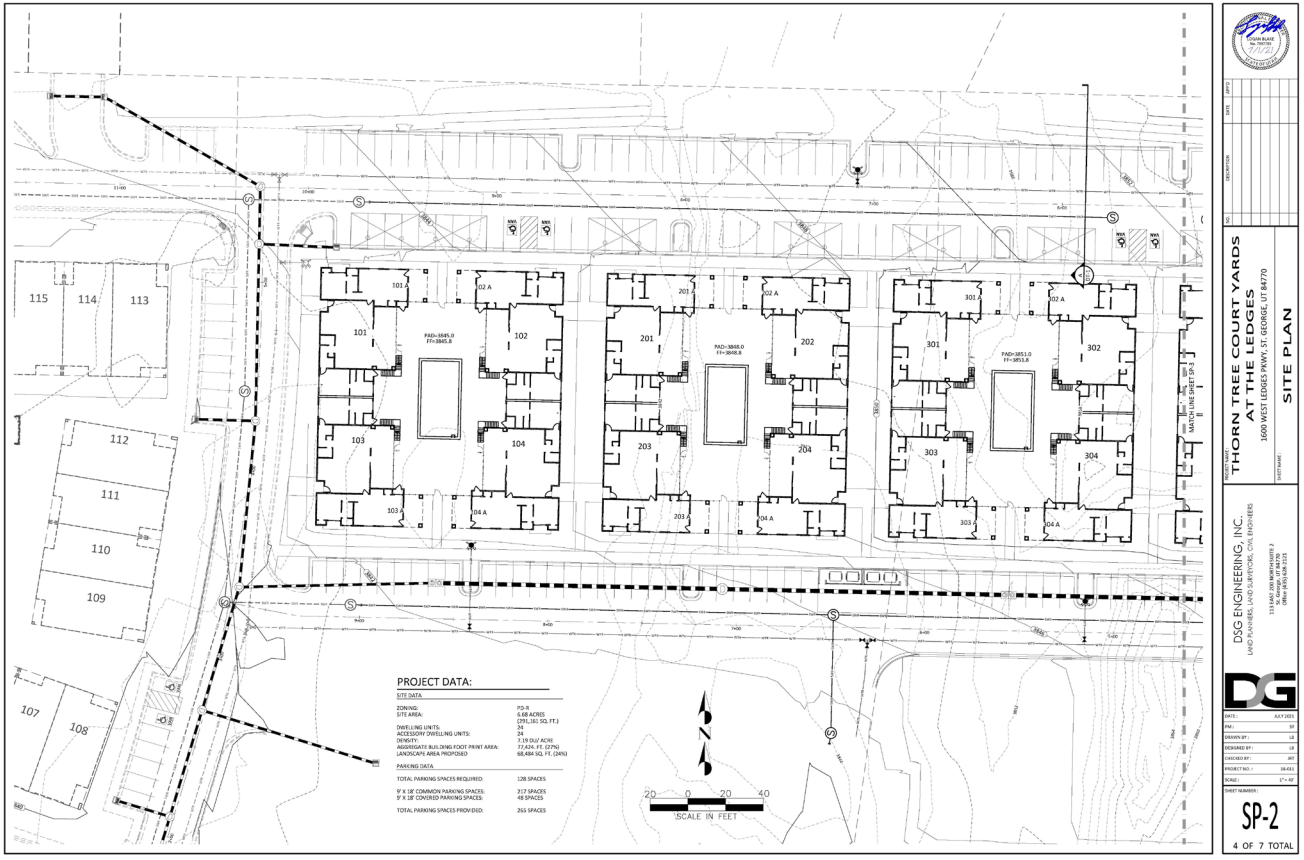
Preliminary Plat – Thorn Tree Court Yards at The Ledges



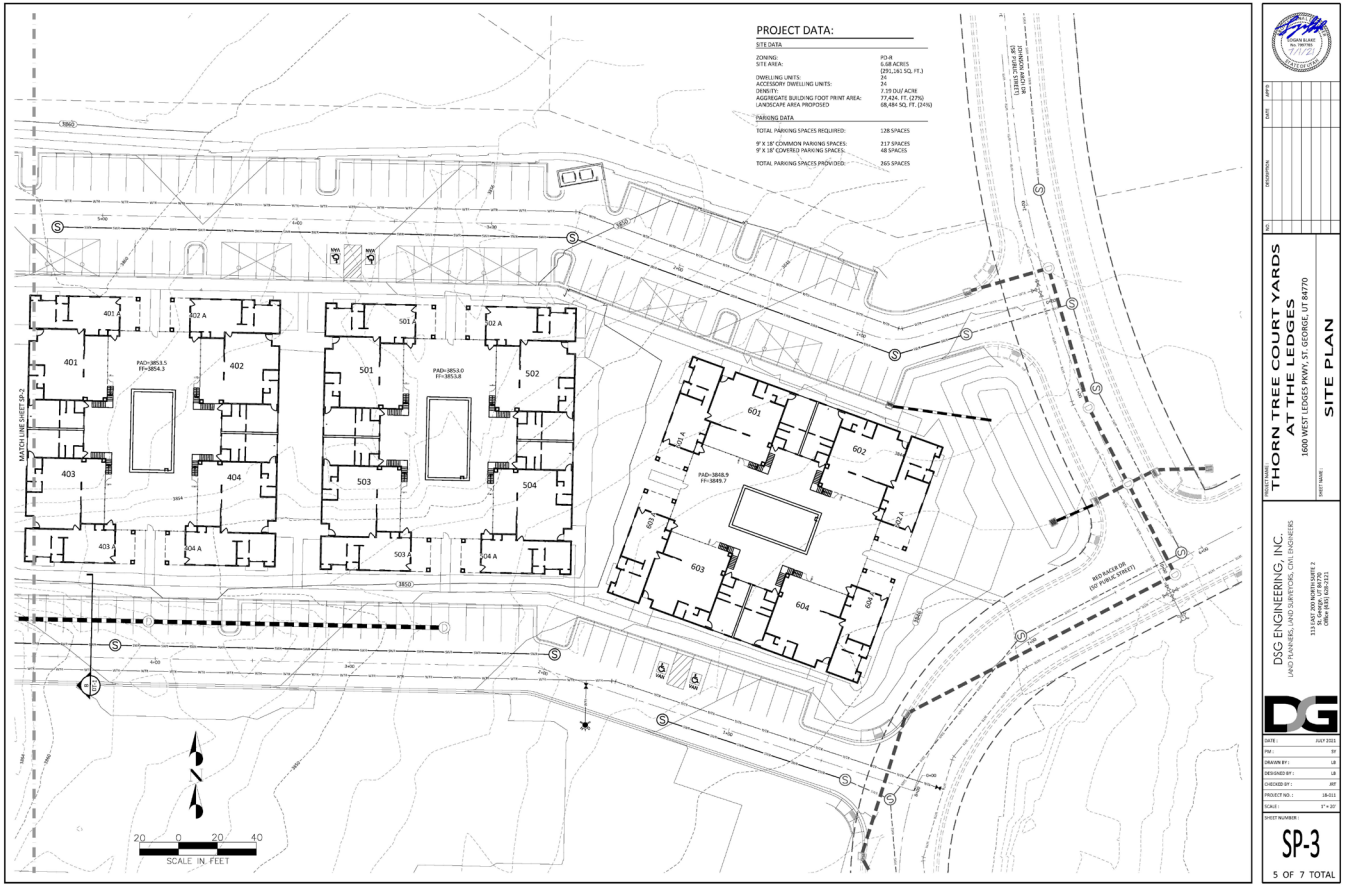
Preliminary Plat – Thorn Tree Court Yards at The Ledges



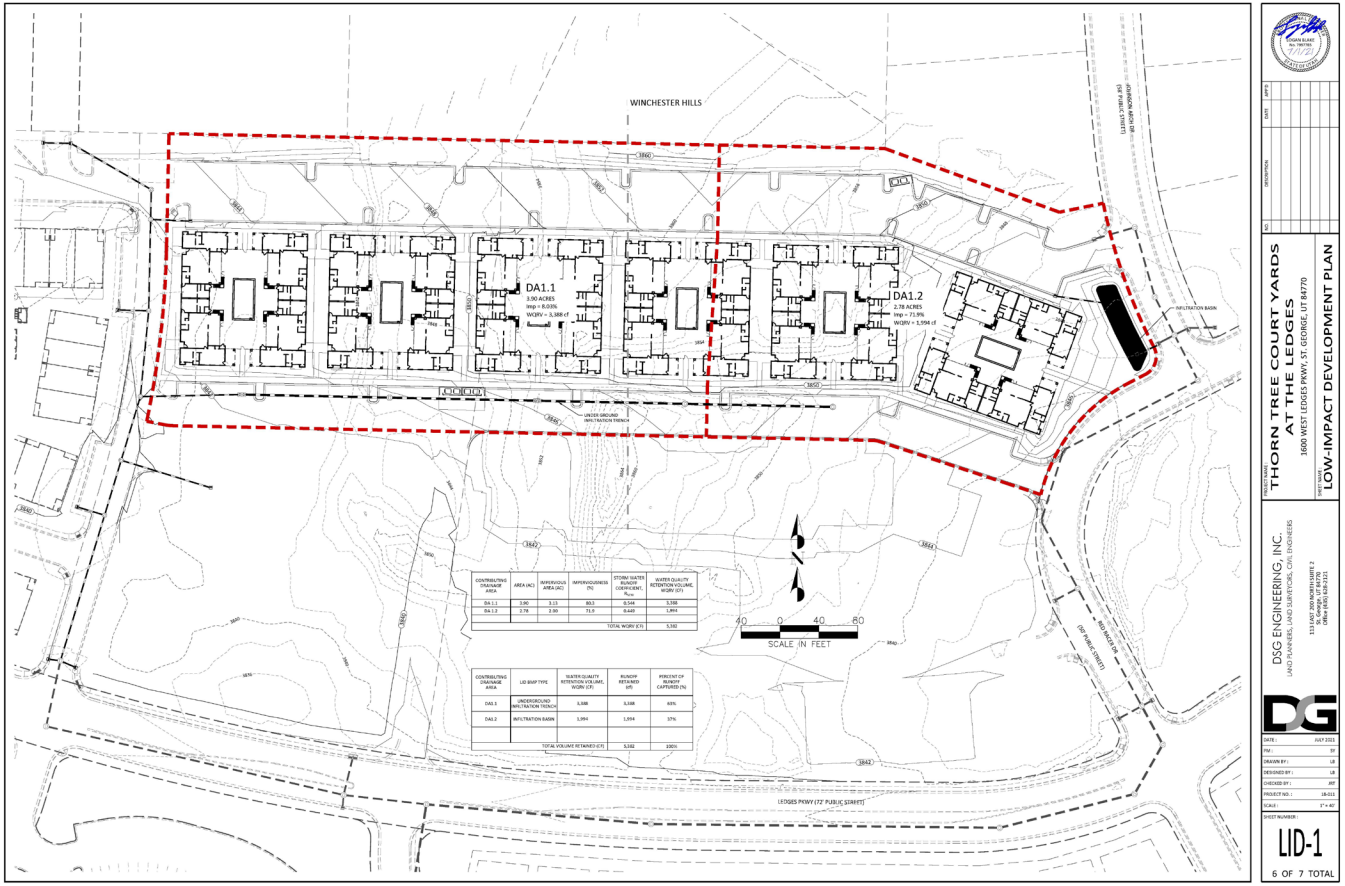
Preliminary Plat – Thorn Tree Court Yards at The Ledges



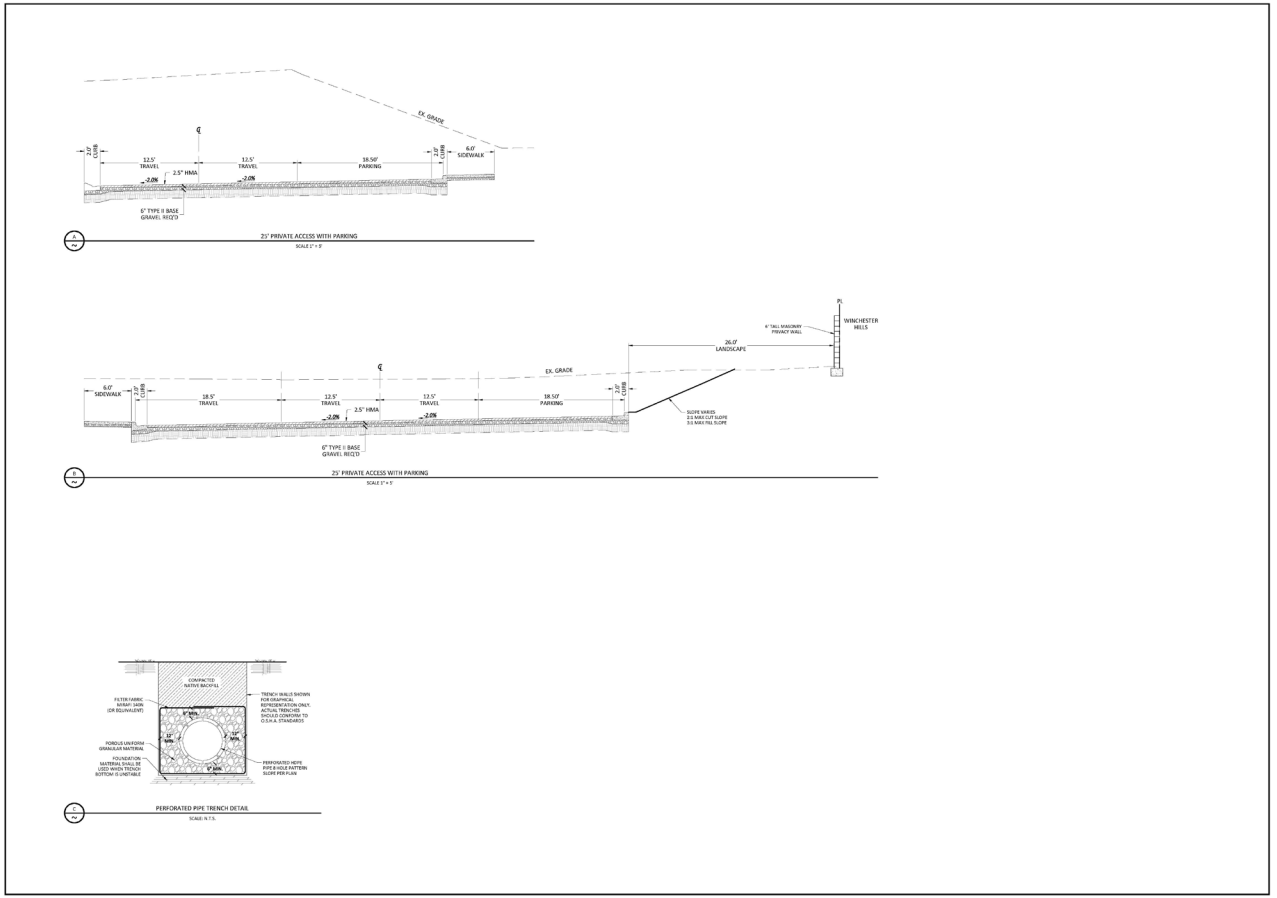
Preliminary Plat – Thorn Tree Court Yards at The Ledges



Preliminary Plat – Thorn Tree Court Yards at The Ledges



Preliminary Plat – Thorn Tree Court Yards at The Ledges



THORN TREE COURT YARDS AT THE LEDGES
1600 WEST LEDGES PKWY, ST. GEORGE, UT 84770

DETAILS & SECTIONS

DSG ENGINEERING, INC.
LAND PLANNERS, LAND SURVEYORS, CIVIL ENGINEERS

DT-1
7 OF 7 TOTAL

Preliminary Plat – Thorn Tree Court Yards at The Ledges

DRAFT

Agenda Item Number : 12

Request For Council Action

Date Submitted	07/30/2021 03:34 PM
Proposed City Council Date	08/05/2021
Applicant	Dave Nasal
Subject	Consider approval of the preliminary plat for Willow Bend Townhomes, an 81-lot residential subdivision located on the northeast corner of the intersection of Judy Lane and Riverside Drive.
Background	This proposed subdivision is located on the northeast corner of the intersection of Judy Lane and Riverside Drive.
Proposed Resolution	Planning Commission recommends approval
Cost	$N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-035willowbendtownhomes073021153415.pdf preliminaryplatpresentationforwillowbendtownhomes073021153415.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: **07/13/2021**
CITY COUNCIL **08/05/2021**

PRELIMINARY PLAT
Willow Bend Townhomes
Case No. 2021-PP-035

Request: To approve a preliminary plat for an eighty-one (81) lot residential subdivision.

Location: The site is located at the northeast corner of the intersection of Judy Lane and Riverside Drive.

Property: 10.53 acres

Number of Lots: 81

Density: 7.692 DU/AC

Zoning: PD-R

Adjacent zones: This plat is surrounded by the following zones:
North – R-3
South – PD-C
East – R-2/A-1
West – PD-C

General Plan: COM

Applicant: Premier Design & Engineering

Representative: Dave Nasal

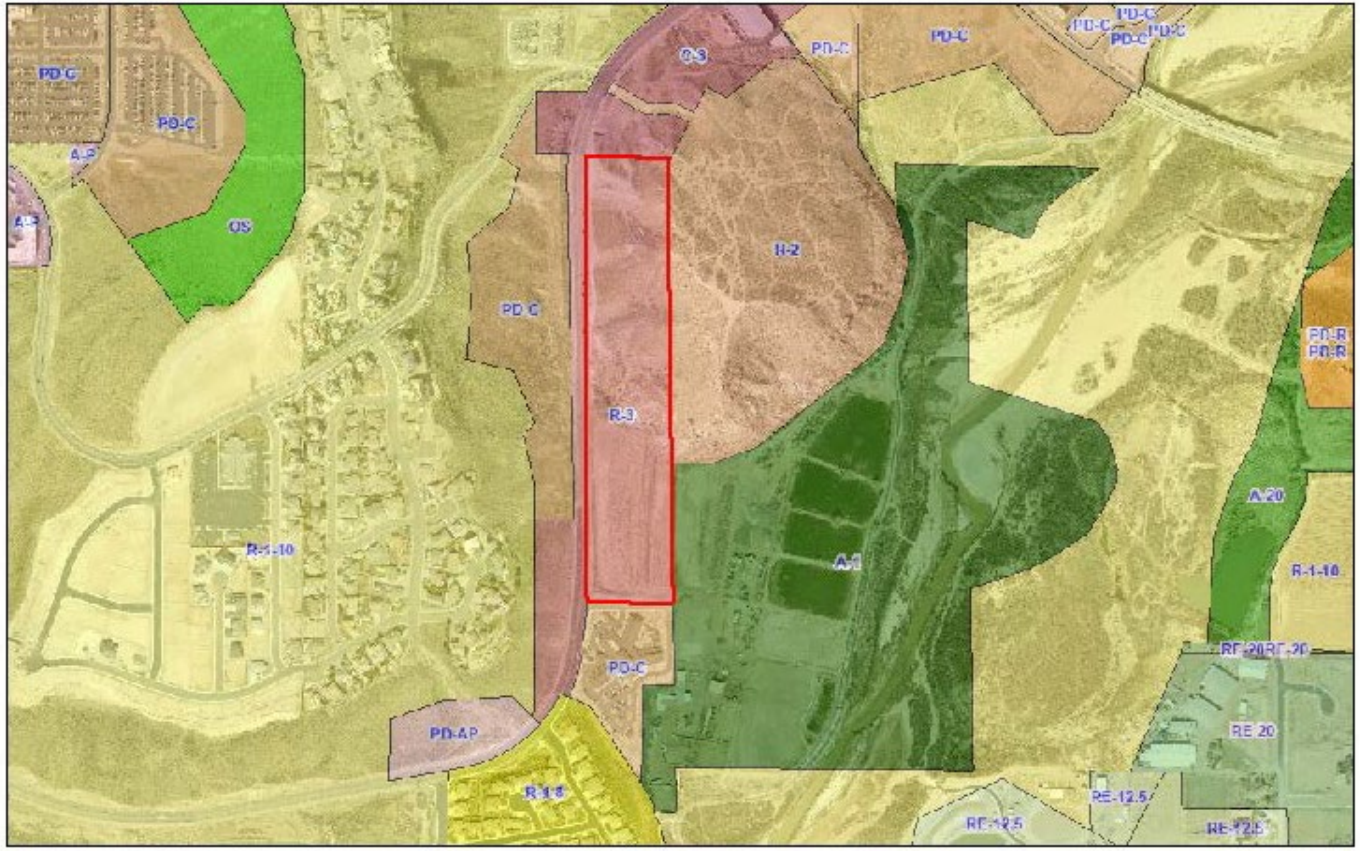
Comments:

Preliminary Plats

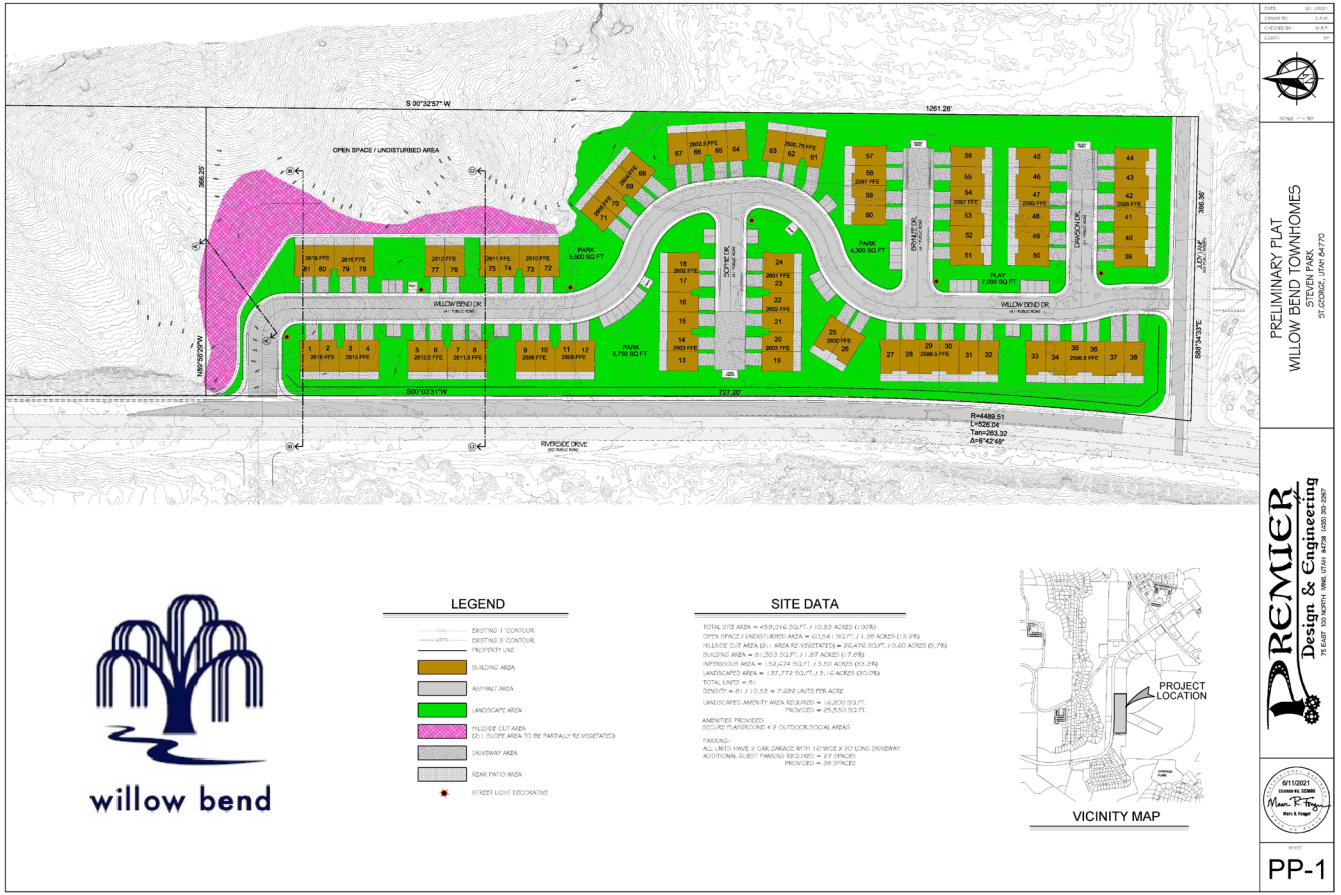
July 13, 2021



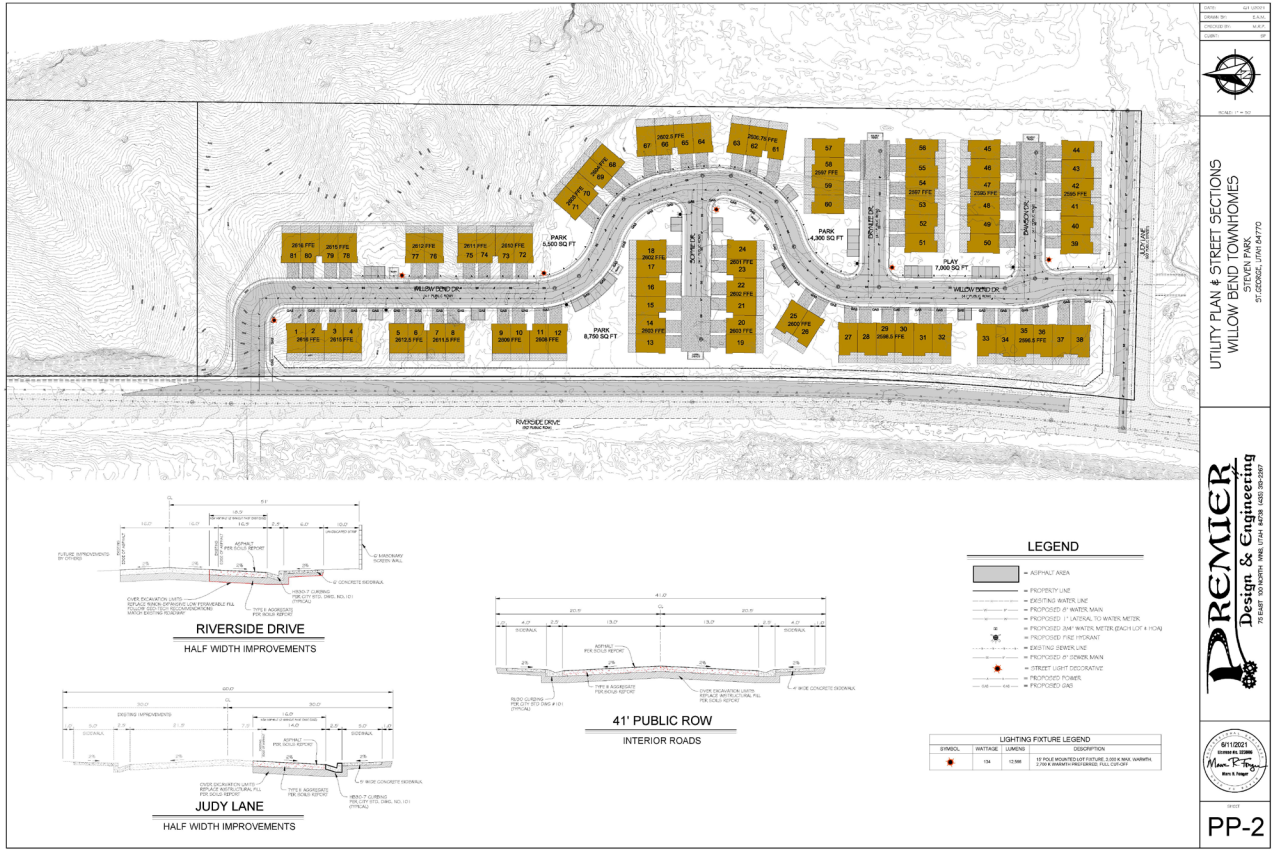
Preliminary Plat – Willow Bend Townhomes



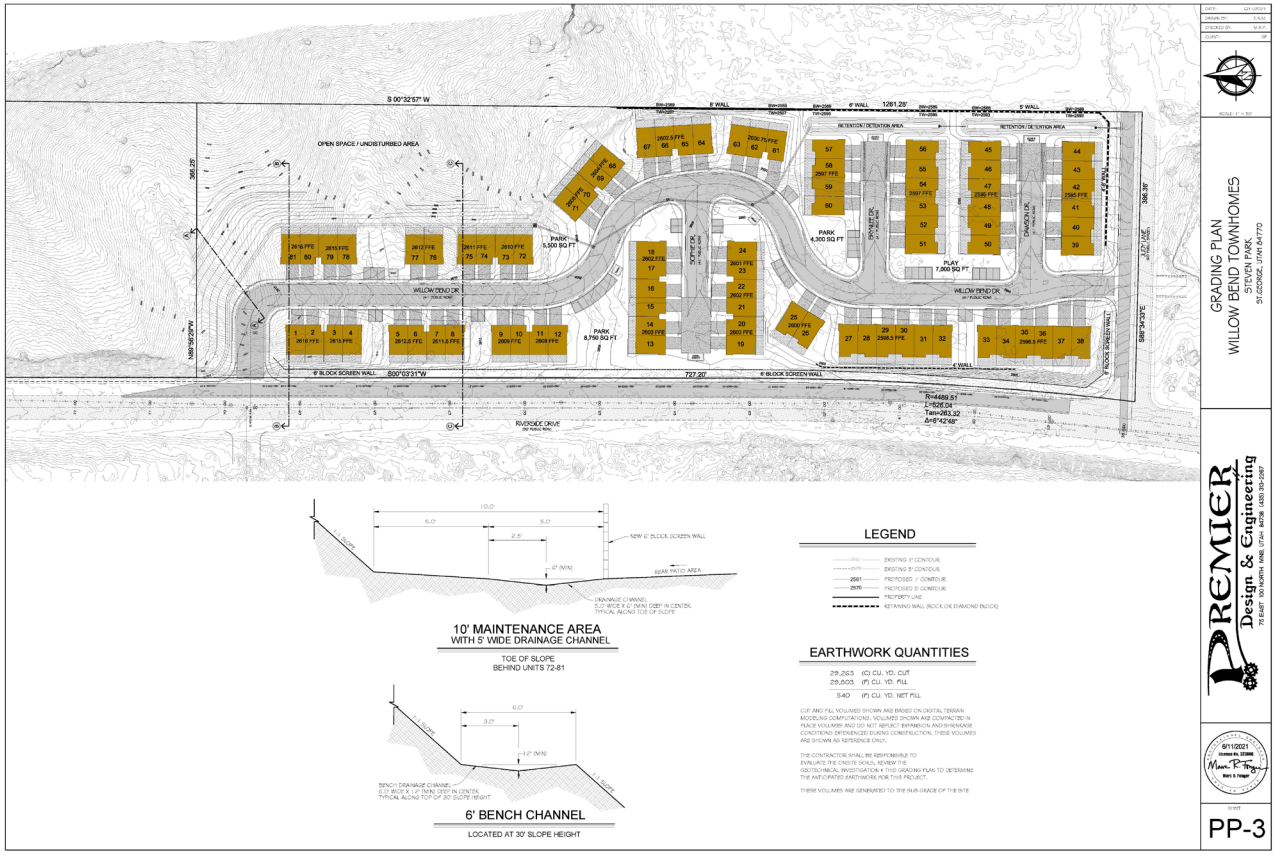
Preliminary Plat – Willow Bend Townhomes



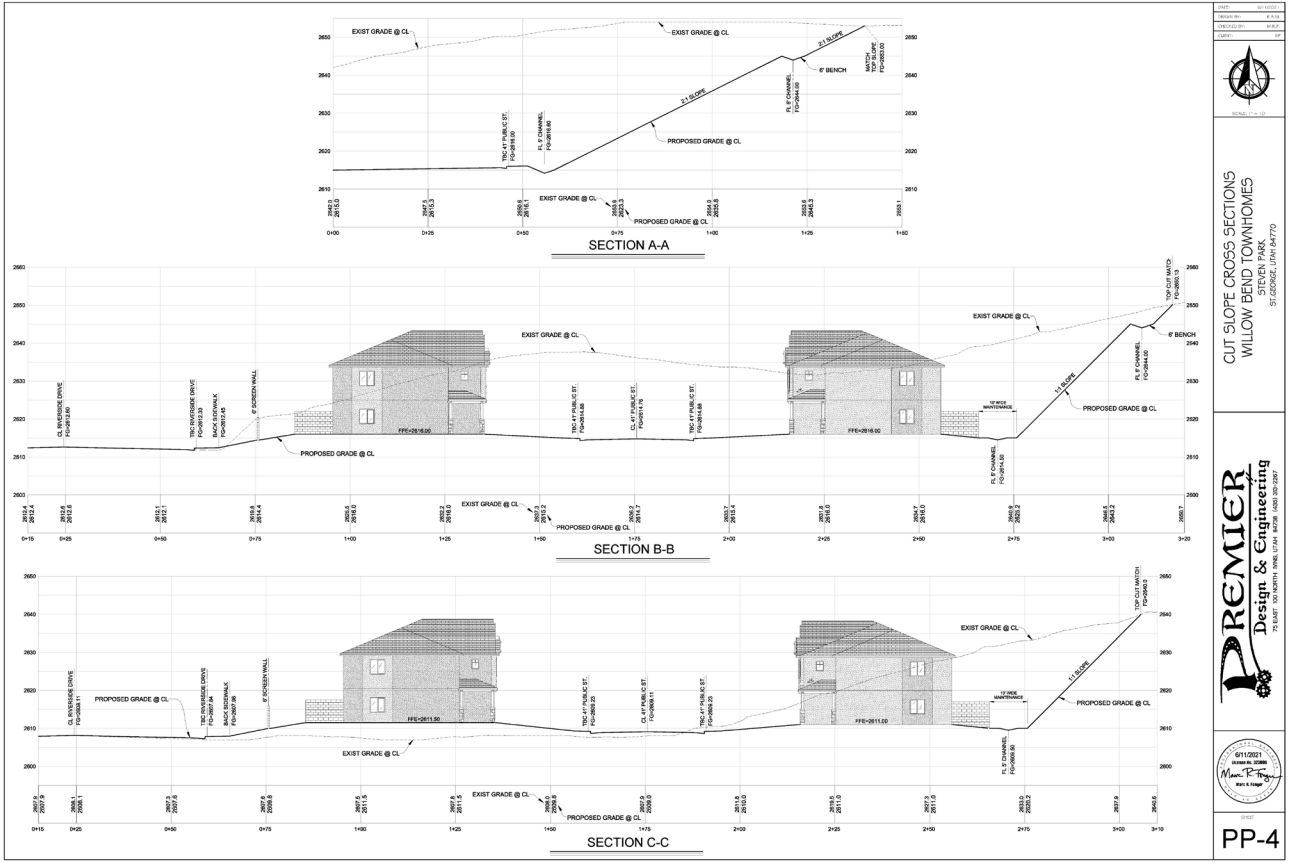
Preliminary Plat – Willow Bend Townhomes



Preliminary Plat – Willow Bend Townhomes



Preliminary Plat – Willow Bend Townhomes



Preliminary Plat – Willow Bend Townhomes



Preliminary Plat – Willow Bend Townhomes