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, December 2, 2021 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

1. **Discussion regarding proposed changes to Title 10 Chapter 13A of city code as it pertains to certain public streets in the hillside overlay zone.**

** **MOVE TO THE CITY COUNCIL CHAMBERS FOR THE CITY COUNCIL REGULAR MEETING****

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, December 2, 2021 commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Consent Calendar.**

   a. **Consider award of bid to Skyline Creations Inc. for lead and asbestos abatement project.**

      BACKGROUND and RECOMMENDATION: This abatement project is to remove and dispose of lead and asbestos contained on the 70 W. St. George Boulevard and 60 W. St. George Boulevard properties owned by the City. These properties are commonly known as the Inn at St. George and former Bicycle Collective building. Prior to the demolition of these buildings, the City is required to properly abate existing lead and asbestos. $200,000 of this project will be paid for through CDBG funds. Staff recommends awarding the bid to Skyline Creations, Inc. in the amount of $289,000.

b. **Consider award of bid to Skyline Creations Inc. for the removal and replacement of flooring at the St. George Recreation Center.**

BACKGROUND and RECOMMENDATION: This project entails the removal of the basketball wood and subsurface flooring and installation of new woods floors and perimeter matting. The project qualifies and will be paid for through CDBG funds. The basketball courts at the St. George Recreation Center are deteriorating to the point that they can no longer be refinished. A complete replacement is needed. Staff recommends awarding the bid to Skyline Creations, Inc. in the amount of $157,875.

c. **Consider approval of a Commercial Operating Agreement with West Air for small package delivery services at the St. George Regional Airport.**

BACKGROUND and RECOMMENDATION: This is a renewal of an existing Commercial Operating Agreement to allow for FedEx package deliveries. Staff recommends approval.

d. **Consider approval of a Commercial Operating Agreement with Alpine Air Express for small package delivery services at the St. George Regional Airport.**

BACKGROUND and RECOMMENDATION: This is a renewal of an existing Commercial Operating Agreement to allow for UPS package deliveries. Staff recommends approval.

e. **Consider approval of a request for a fee reduction for the annual Arts to Zion | Art & Studio TOUR held throughout St. George and Southern Utah January 13-17, 2022, as well as a variance for signage.**

BACKGROUND and RECOMMENDATION: The Arts to Zion TOUR occurs annually and is requesting help to draw attention to the collaborated art show on January 13-17, 2022 between Dixie Watercolor Society, Art Provides, and Arts to Zion. The request includes 1) A variance to hang a large "ART" banner and mascot "Art-Z" statue on the front of Gallery 35; and 2) Fee reduction to $75 flat for the five-day Special Event Permit ($75/day). Staff recommends approval with the condition that a special event permit application is approved.

f. **Consider approval of a fee waiver for Red Cliffs Bird Fest on April 30, 2022.**

BACKGROUND and RECOMMENDATION: Red Cliffs Audubon will have their annual Red Cliffs Bird Fest on April 30, 2022. They will be using Tonaquint Park's North Pavilion, South Pavilion, and Amphitheater. The event consists of bird calls, bird art projects, identifying birds, and building a bird house. The sponsorship request includes 1) Fee waiver for the park ($300); and 2) Fee waiver for the permit fee ($75). Staff recommends approval with the condition that a special event permit application is approved.

2. **Consider approval of an ordinance amending Title 10 Chapter 13A of city code as it pertains to certain public streets in the hillside overlay zone.**

BACKGROUND and RECOMMENDATION: The section of the zoning code that deals with public streets in the hillside overlay zone needs some clarifications and revisions. These proposed revisions are intended to provide some relief to the standards of the hillside ordinance for certain streets. The proposed ordinance provides standards for such streets. The Planning Commission recommended approval of the change to the city code with the removal of one of the proposed standards (standard #3).

3. **Consider approval of an ordinance amending the Boulder Creek Commons (River Crossing Phase One) PD-C (Planned Development Commercial) zone for phase one of the proposed commercial development to be known as River Crossing Phase One on approximately 12.02 acres located on the southeast corner of River Road and 1450 South. Case No. 2021-ZCA-081**

BACKGROUND and RECOMMENDATION: The proposal is for a commercial development. The underlying general plan calls for a commercial (COM) land use. The Planning Commission recommended approval.

4. **Consider approval of an ordinance amending the Atkinville Interchange Area Commercial zone for a conceptual site plan, elevations, and colors and materials to be known as SunRiver Patio Furniture on approximately 5.06 acres located south of Nighthawk Drive, west of Pioneer Road and east of Sand Piper Drive. Case No. 2021-ZCA-062**

BACKGROUND and RECOMMENDATION: The proposal is for a new 96,158 square foot commercial patio furniture building. The underlying general plan is COM (Commercial). The Planning Commission recommended approval.

5. **Consider approval of an ordinance changing the zone from A-1 (Agriculture) to R-1-8 (Single Family Residential) on approximately 15.647 acres located at 3000 South 3500 East to be known as Red Pine R-1-8. Case No. 2021-ZC-080**

BACKGROUND and RECOMMENDATION: The underlying general plan is LDR (Low Density Residential) with adjacent zoning of A-1 (Agriculture) and to R-1-8 (Single Family Residential). The Planning Commission recommended approval.

6. **Consider approval of an ordinance changing the zone from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street, north of 750 North to be known as Zion Regional Medical Center. Case No. 2021-ZC-076**

BACKGROUND and RECOMMENDATION: The underlying general plan land use is COM (Commercial) with adjacent zoning of C-3 (General Commercial) and R-1-10 (Single Family Residential). The Planning Commission recommended approval.

7. **Consider approval of an ordinance changing the zone from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street, north of 750 North Street to be known as St. George White Hills Development. Case No. 2021-ZC-074**

BACKGROUND and RECOMMENDATION: The underlying general plan land use is COM (Commercial) with adjacent zoning of R-1-10 (Single Family Residential), C-3 (General Commercial), and M-1 (Manufacturing). The Planning Commission recommended approval.

8. **Consider approval of an ordinance changing the general plan future land-use map from COM (Commercial) and IND (Industrial) to MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facility) on approximately 53 acres located east of 3050 East Street and north of 750 North Street to be known as St. George White Hills Development. Case No. 2021-GPA-012**

BACKGROUND and RECOMMENDATION: The proposal is to change the future land-use map from COM (Commercial) and IND (Industrial) to MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facility) for the purpose of creating a commercial, industrial, and residential development. The Planning Commission recommended approval.

9. **Consider approval of the preliminary plat for Brooks Subdivision, a 3-lot residential subdivision located at the southwest corner of the intersection of 100 South and 300 West.**

BACKGROUND and RECOMMENDATION: This proposed subdivision is located at the southwest corner of the intersection of 100 South and 300 West. The Planning Commission recommended approval.

10. **Consider approval of the preliminary plat for Palermo Pass at Divario, a 197-lot residential subdivision located within the Divario development at the intersection of the future extension of Alienta Drive and the future extension of Divario Canyon Drive.**

BACKGROUND and RECOMMENDATION: This is the proposed preliminary plat for Palermo Pass at Divario, a 197-lot residential subdivision located within the Divario development at the intersection of the future extension of Alienta Drive and the future extension of Divario Canyon Drive. This item was tabled at the September 16th city council meeting to visit the site with the developer and look at the possible relocation of 4 proposed lots along Gap Canyon Wash. The Planning Commission recommends approval.

11. **Consider approval of the preliminary plat for Rock Garden, a 10-lot industrial/manufacturing subdivision located in the St. George Industrial Park just west of the intersection of 770 North and 1080 East.**

BACKGROUND and RECOMMENDATION: This proposed subdivision is located in the St. George Industrial Park just west of the intersection of 770 North and 1080 East. The Planning Commission recommended approval.

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

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

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

Christina Fernandez, City Recorder

November 30, 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.

DRAFT

Agenda Item Number: **1a**

Request For Council Action

Date Submitted	11/23/2021 12:13 PM
Proposed City Council Date	12/02/2021
Applicant	Marc Mortensen
Subject	Consider award of bid to Skyline Creations Inc. for lead and asbestos abatement project.
Background	This abatement project is to remove and dispose of lead and asbestos contained on the 70 W. St. George Boulevard and 60 W. St. George Boulevard properties owned by the City. These properties are commonly known as the Inn at St. George and former Bicycle Collective building. Prior to the demolition of these buildings, the City is required to properly abate existing lead and asbestos. $200,000 of this project will be paid for through CDBG funds.
Proposed Resolution	Staff recommends approval
Cost	$289,000
Action Taken	
Requested by	Marc Mortensen
File Attachments	cdbgclearancesgcityad211119152201123211213 52.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	Yes
Approved in Budget?	Yes **Amount:** $300,000

BID FORM

Project: CDBG PY21 FY22 Clearance 100 West
Inquiry No: 21-111

Proposal of SKYLINE CREATIONS INC ("BIDDER"), organized and existing under the laws of the State of UTAH doing business as a corporation, partnership, or an individual (circle applicable status), to the City of St. George ("CITY"). Pursuant to and in compliance with the Public Notice, BIDDER hereby proposes to perform all Work for the above named Project in strict accordance with the Contract Documents, BIDDER'S Instructions, Drawings, Specifications, and other documents related thereto, the undersigned, having familiarized themselves with the existing conditions on the site and the conditions under which the work on the Drawings and in the Specifications is to be done, hereby proposes to furnish all labor, materials, equipment, incidental items, permits, fees, and services to perform all specified work on the above named project.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

All Work shall be in strict accordance with the Contract Documents and documents issued thereto and shall be installed at the price/prices set forth in the Contract Documents. Bidder acknowledges that all Work shall be done subject to CITY'S approval. Decisions and questions as to the quality, suitability, and acceptability of the materials, interpretation of drawings and specifications, and acceptable fulfillment of the Contract by the BIDDER shall be made by CITY.

Of particular importance to be considered in the BID are the following:

CONTRACT TIME AND LIQUIDATED DAMAGES

The WORK is to be performed within the specified CONTRACT TIME. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the CITY, then the CONTRACTOR will pay the CITY LIQUIDATED DAMAGES assessed at the rates established as follows:

a. $250.00 (dollars) per day for each calendar day that the CONTRACTOR shall be in default after the CONTRACT TIME.

b. $250.00 (dollars) per day for failure to make repairs to deficiencies in the work within 10 days of notification to repair.

The rates specified in 'b.' above are cumulative and are in addition to LIQUIDATED DAMAGES assessed in association with the overall Contract Time as listed in 'a.' above. Additional information on LIQUIDATED DAMAGES is provided in the GENERAL CONDITIONS.

BIDDER acknowledges receipt of the following ADDENDUM:

_____ Addendum No. _____ Dated _____

_____ Addendum No. _____ Dated _____

_____ Addendum No. _____ Dated _____

BID SUMMARY

BID Total: $ 289,000

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects, AIA® Document A310™ (2010 Edition)

BondNo.B 1253993

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:
(Name, legal status and address)

Skyline Creations, Inc.
366 E. Taylor Rd.
Parowan, UT 84761

SURETY:
(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:
(Name, legal status and address)

Saint George City
175 East 200 North
Saint George, UT 84770

BOND AMOUNT: **5 % Percent of the Total Bid Amount**

PROJECT:
(Name, location or address, and Project number, if any)
CDBG PY21 FY22 Clearance 100 West

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **18th** day of **November**, **2021**

	Skyline Creations, Inc. *(Contractor as Principal)* *(Seal)*
(Witness)	PRESIDENT *(Title)*
	Selective Insurance Company of America *(Surety)* *(Seal)*
(Witness)	*(Title)* **Kathy Avery,Attorney-in-Fact**

SELECTIVE
BE UNIQUELY INSURED℠

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1253993

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Kathy Avery**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **$1,000,000.00**

Signed this **18th** day of **November**, **2021**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **18th** day of **November**, **2021** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. B 1253993

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this **18th** day of **November**, **2021**.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

BID SCHEDULE

Project: CDBG PY21 FY22 Clearance 100 West
Inquiry No: 21-111

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices. If an alternate is asked for, the contractor may elect to BID either or both BID schedules, however only one schedule will be awarded.

BIDDER will complete the work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing BIDS and establishing the initial Contract Price. Final payment will be based on actual quantities.

NOTE: The Engineer shall check all BIDS for mathematical errors. If errors have been made in the extension of the figures, the unit prices will be the binding amount and the total amounts will be revised to reflect the corrections.

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
1	Remove approximately 20,700 SF of drywall ceilings and walls from the INN MAIN	1	L.S.	84,000	84,000
2	Remove approximately 32,300 SF of drywall ceilings and walls, approximately 250 SF of floor tile, and approximately 50 SF of ceiling tiles from the INN SUITES	1	L.S.	135,000	135,000
3	Remove approximately 450 SF of floor tile from INN LAUNDRY	1	L.S.	42,000	42,000
4	Remove approximately 185 SF of ceiling texture from BICYCLE COLLECTIVE	1	L.S.	28,000	28,000
				TOTAL OF BID SCHEDULE	289,000

BIDDER certifies that BIDDER has read the Request for BIDS and fully understands its intent. BIDDER certifies that BIDDER has adequate personnel and resources to fulfill the proposal requirements. BIDDER further understands that BIDDER'S ability to meet the criteria and provide the required services shall be judged solely by the City. BIDDER further certifies that, since the receipt of the Request for BIDS, no contact, discussion, or negotiation has been made nor will be made regarding this proposal for construction services with any City employee other than the contact people listed in the Request for BIDS. BIDDER understands that any such contact could disqualify this proposal. BIDDER further certifies that BIDDER is properly licensed to conduct business within the scope of this BID as required by the State of Utah. BIDDER certifies that all schedules and

addenda contained herein shall be considered part of the entire Request for BIDS response and that the complete document submitted shall be considered a legally binding document.

The undersigned swears and deposes that the information provided herein is true, accurate, and complete so as not to be misleading.

Dated this 19TH day of NOVEMBER 2021.

Respectfully Submitted:

Business Name: SKYLINE CREATIONS INC Seal (if BID is by Corporation)

Business Address: 366 E. TAYLOR RD.

Representative Name: MICHAEL BRADSHAW

Signature: [signature]

Title: PRESIDENT

Date: 11/19/21

Attest Signature: [signature]

Attest Name: 11/19/21

END OF SECTION

BIDDER'S GENERAL INFORMATION

Project: CDBG PY21 FY22 Clearance 100 West
Inquiry No: 21-111

Date: 11/19/21

To verify adequate qualifications and experience, BIDDER must submit this sheet, filled out in its entirety,
with their sealed BID. Attach additional sheets as required to completely fill out the required information.
Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the BID to be considered non-responsive and to cause its rejection.

(1) BIDDER'S Name and Address:
SKYLINE CREATIONS INC
126 S. 200 E.
PAROWAN UT 84761

(2) BIDDER'S Telephone Number / Facsimile Number:
435-590-9157

(3) BIDDER'S Email Address

INFO@SKYCINC.COM

(4) Contractor's License Primary Classification:
☑ B100 ☑ E100 ☐ Other:

State and License Number (ATTACH A COPY):
UTAH 11610513-5501

Supplemental classifications held, if any (ATTACH A COPY IF NOT INCLUDED IN ABOVE):

A City Business License from their Principal Place of Business in Utah (ATTACH A COPY):

(5) Work in Progress (WIP) limit*: $ 85K Current Status of WIP: $ 65K

* attach a list of all projects currently in progress, including the owner, location, and phone number. State the percentage of work remaining for each project and the expected completion date.

(6) Provide a list of all construction contracts involving work of a similar scope and comparable value

Skyline Creations INC Past Projects

No.	Name	Location	Owner	Amount	Architect/Engr	Date Completed
1	WPX Energy Office Bldg	Midland, TX	WPX Energy	450k	WPX	7/15/18
2	Palisades Courtyard	Palisades Complex, STG UT	Dan Smith	72k	PC Architects	2/22/19
3	Owen Springs Greenhouse	Parowan UT	Owen Springs	115k	Skyline Creations	10/19/20
4	Santa Clara Pipeline/Trail	Santa Clara, UT	Santa Clara City	350k	Rosenberg	8/10/20
5	Aldrich Pool House	Santa Clara, UT	John Aldrich	75k	Skyline Creations	01/15/2021
6	2610 East Project	STG City, UT	STG City	78k	Mainline ENGR	3/24/2021
7	Thunder Junction	STG City, UT	STG City	138k	Mainline ENGR	7/15/2021
8	Cedar Sewer	Cedar City, UT	Cedar City	222k	Cedar ENGR	9/15/2021

Details for Skyline Creations Inc

License Information

Name:	Skyline Creations Inc
City, State, Zip, Country:	PAROWAN UT 84761 United States
Profession:	Contractor
License Type:	Contractor With LRF
License Number:	11610513-5501
Obtained By:	Application
License Status:	Active
Original Issue Date:	01/17/2020
Expiration Date:	11/30/2023
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS OR NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107
Docket Number:	N/A

Classification(s):	Qualifier(s):	Association Date(s):
E100 - General Engineering Qualifier	Michael Sheldon Bradshaw	01/17/2020
B100 - General Building Qualifier	Michael Sheldon Bradshaw	01/17/2020

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at https://secure.utah.gov/bes/bes. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. Click here for citations.

DRAFT

Agenda Item Number: **1b**

Request For Council Action

Date Submitted	11/23/2021 01:06 PM
Proposed City Council Date	12/02/2021
Applicant	Carlos Robles
Subject	Consider award of bid to Skyline Creations Inc. for the removal and replacement of flooring at the St. George Recreation Center.
Background	This project entails the removal of the basketball wood and subsurface flooring and installation of new woods floors and perimeter matting. The project qualifies and will be paid for through CDBG funds. The basketball courts at the St. George Recreation Center are deteriorating to the point that they can no longer be refinished. A complete replacement is needed.
Proposed Resolution	Staff recommends approval.
Cost	$157,875
Action Taken	
Requested by	Marc Mortensen
File Attachments	cdbgrecfloorssgcityad211119152101123211306l2.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	Yes **Amount:** $160,000

BID FORM

Project: CDBG PY21 FY22 Rec Center Floors
Inquiry No: 21-124

Proposal of SKYLINE CREATIONS INC. ("BIDDER"), organized and existing under the laws of the State of UTAH doing business as a corporation, partnership, or an individual (circle applicable status), to the City of St. George ("CITY"). Pursuant to and in compliance with the Public Notice, BIDDER hereby proposes to perform all Work for the above named Project in strict accordance with the Contract Documents, BIDDER'S Instructions, Drawings, Specifications, and other documents related thereto, the undersigned, having familiarized themselves with the existing conditions on the site and the conditions under which the work on the Drawings and in the Specifications is to be done, hereby proposes to furnish all labor, materials, equipment, incidental items, permits, fees, and services to perform all specified work on the above named project.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

All Work shall be in strict accordance with the Contract Documents and documents issued thereto and shall be installed at the price/prices set forth in the Contract Documents. Bidder acknowledges that all Work shall be done subject to CITY'S approval. Decisions and questions as to the quality, suitability, and acceptability of the materials, interpretation of drawings and specifications, and acceptable fulfillment of the Contract by the BIDDER shall be made by CITY.

Of particular importance to be considered in the BID are the following:

CONTRACT TIME AND LIQUIDATED DAMAGES

The WORK is to be performed within the specified CONTRACT TIME. If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the CITY, then the CONTRACTOR will pay the CITY LIQUIDATED DAMAGES assessed at the rates established as follows:

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BID BOND

The American Institute of Architects, AIA® Document A310™ (2010 Edition)

BondNo.B 1253992

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the original text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR:
(Name, legal status and address)

Skyline Creations, Inc.
366 E. Taylor Rd.
Parowan, UT 84761

SURETY:
(Name, legal status and principal place of business)

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

OWNER:
(Name, legal status and address)

Saint George City
175 East 200 North
Saint George, UT 84770

BOND AMOUNT: **5 % Percent of the Total Bid Amount**

PROJECT:
(Name, location or address, and Project number, if any)
CDBG PY21 FY22 Rec Center Floors

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **18th** day of **November**, **2021**

	Skyline Creations, Inc. *(Contractor as Principal)* *(Seal)*
(Witness)	PRESIDENT *(Title)*
	Selective Insurance Company of America *(Surety)* *(Seal)*
(Witness)	*(Title)* **Kathy Avery, Attorney-in-Fact**

SELECTIVE
BE UNIQUELY INSURED℠

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

BondNo.B 1253992

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Kathy Avery**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **$1,000,000.00**

Signed this **18th** day of **November**, **2021**

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **18th** day of **November**, **2021** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA. **B 1253992**

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this **18th** day of **November**, **2021**.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

a. $250.00 (dollars) per day for each calendar day that the CONTRACTOR shall be in default after the CONTRACT TIME.

b. $250.00 (dollars) per day for failure to make repairs to deficiencies in the work within 10 days of notification to repair.

The rates specified in 'b.' above are cumulative and are in addition to LIQUIDATED DAMAGES assessed in association with the overall Contract Time as listed in 'a.' above. Additional information on LIQUIDATED DAMAGES is provided in the GENERAL CONDITIONS.

BIDDER acknowledges receipt of the following ADDENDUM:

✓ Addendum No. 1 Dated 11/19/2021

_____ Addendum No. _____ Dated _____

_____ Addendum No. _____ Dated _____

BID SUMMARY

BID Total: $ 157,875

BID SCHEDULE

Project: CDBG PY21 FY22 Rec Center Floors
Inquiry No: 21-124

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit or lump sum prices. If an alternate is asked for, the contractor may elect to BID either or both BID schedules, however only one schedule will be awarded.

BIDDER will complete the work in accordance with the Contract Documents for the following unit prices. Quantities indicated are not guaranteed; they are solely for comparing BIDS and establishing the initial Contract Price. Final payment will be based on actual quantities.

NOTE: The Engineer shall check all BIDS for mathematical errors. If errors have been made in the extension of the figures, the unit prices will be the binding amount and the total amounts will be revised to reflect the corrections.

BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
1	Removal/disposal of gym floor and subfloor	1	L.S.	7,895	7,895
2	Installation of subfloor	1	L.S.	24,770	24,770
3	Installation of court flooring	1	L.S.	87,250	87,250
4	Painting of basketball/volleyball lines	1	L.S.	4483	4,483
			TOTAL OF BID SCHEDULE		33,477
5	INSTALLATION OF LVP (2500 SQFT) W/ RUBBER BASE				TOTAL 157,875

BIDDER certifies that BIDDER has read the Request for BIDS and fully understands its intent. BIDDER certifies that BIDDER has adequate personnel and resources to fulfill the proposal requirements. BIDDER further understands that BIDDER'S ability to meet the criteria and provide the required services shall be judged solely by the City. BIDDER further certifies that, since the receipt of the Request for BIDS, no contact, discussion, or negotiation has been made nor will be made regarding this proposal for construction services with any City employee other than the contact people listed in the Request for BIDS. BIDDER understands that any such contact could disqualify this proposal. BIDDER further certifies that BIDDER is properly licensed to conduct business within the scope of this BID as required by the State of Utah. BIDDER certifies that all schedules and addenda contained herein shall be considered part of the entire Request for BIDS response and that the complete document submitted shall be considered a legally binding document.

The undersigned swears and deposes that the information provided herein is true, accurate, and complete so as not to be misleading.

Dated this 19TH day of NOVEMBER 20 21.

Respectfully Submitted:

Business Name: SKYLINE CREATIONS INC. Seal (if BID is by Corporation)

Business Address: 126 S. 200 E. PAROWAN UT

Representative Name: MICHAEL BRADSHAW

Signature: [signature]

Title: PRESIDENT

Date: 11/19/21

Attest Signature: [signature]

Attest Name: 11/19/21

END OF SECTION

BIDDER'S GENERAL INFORMATION

Project: CDBG PY21 FY22 Rec Center Floors
Inquiry No: 21-124

Date: 11/19/21

To verify adequate qualifications and experience, BIDDER must submit this sheet, filled out in its entirety,
with their sealed BID. Attach additional sheets as required to completely fill out the required information.
Failure to complete any item, or failure to completely and truthfully provide the requested information, shall constitute grounds for the BID to be considered non-responsive and to cause its rejection.

(1) BIDDER'S Name and Address:
SKYLINE CREATIONS INC.
126 S. 200 E.
PAROWAN UT 84761

(2) BIDDER'S Telephone Number / Facsimile Number:
435.590.9157

(3) BIDDER'S Email Address

INFO@SKYCINC.COM

(4) Contractor's License Primary Classification:
☑ B100 ☑ E100 ☐ Other:
UTAH 11610513-5501
State and License Number (ATTACH A COPY):

Supplemental classifications held, if any (ATTACH A COPY IF NOT INCLUDED IN ABOVE):

A City Business License from their Principal Place of Business in Utah (ATTACH A COPY):

(5) Work in Progress (WIP) limit*: $ 85K Current Status of WIP: $ 65K

* attach a list of all projects currently in progress, including the owner, location, and phone number. State the percentage of work remaining for each project and the expected completion date.

(6) Provide a list of all construction contracts involving work of a similar scope and comparable value

Skyline Creations INC Past Projects

No.	Name	Location	Owner	Amount	Architect/Engr	Date Completed
1	WPX Energy Office Bldg	Midland, TX	WPX Energy	450k	WPX	7/15/18
2	Palisades Courtyard	Palisades Complex, STG UT	Dan Smith	72k	PC Architects	2/22/19
3	Owen Springs Greenhouse	Parowan UT	Owen Springs	115k	Skyline Creations	10/19/20
4	Santa Clara Pipeline/Trail	Santa Clara, UT	Santa Clara City	350k	Rosenberg	8/10/20
5	Aldrich Pool House	Santa Clara, UT	John Aldrich	75k	Skyline Creations	01/15/2021
6	2610 East Project	STG City, UT	STG City	78k	Mainline ENGR	3/24/2021
7	Thunder Junction	STG City, UT	STG City	138k	Mainline ENGR	7/15/2021
8	Cedar Sewer	Cedar City, UT	Cedar City	222k	Cedar ENGR	9/15/2021

Details for Skyline Creations Inc

License Information

Name:	Skyline Creations Inc
City, State, Zip, Country:	PAROWAN UT 84761 United States
Profession:	Contractor
License Type:	Contractor With LRF
License Number:	11610513-5501
Obtained By:	Application
License Status:	Active
Original Issue Date:	01/17/2020
Expiration Date:	11/30/2023
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS OR NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107
Docket Number:	N/A

Classification(s):	Qualifier(s):	Association Date(s):
E100 - General Engineering Qualifier	Michael Sheldon Bradshaw	01/17/2020
B100 - General Building Qualifier	Michael Sheldon Bradshaw	01/17/2020

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at https://secure.utah.gov/bes/bes. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. Click here for citations.

DRAFT

Agenda Item Number: **1c**

Request For Council Action

Date Submitted	11/23/2021 02:29 PM
Proposed City Council Date	12/02/2021
Applicant	Rich Stehmeier
Subject	Consider approval of a Commercial Operating Agreement with West Air for small package delivery services at the St. George Regional Airport.
Background	This is a renewal of an existing Commercial Operating Agreement to allow for FedEx package deliveries.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	pleasedocusignwestaircommercialoperatin2112321142920.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

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COMMERCIAL OPERATING AGREEMENT

THIS COMMERCIAL OPERATING AGREEMENT, herein called the "Agreement," entered into as of the 1st day of November, 2021 by and between the City of St. George, Utah ("City") and West Air, a corporation with the authority to do business at the St. George Regional Airport ("Airport") in the State of Utah, hereinafter referred to as "Operator"

WITNESSETH:

WHEREAS, the City owns and operates the St. George Regional Airport, as depicted on the most current Airport Layout Plan approved by the City and the Federal Aviation Administration; and

WHEREAS, commercial aeronautical services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, Airport desires to make such service(s) available at the Airport; and

WHEREAS, Operator is qualified, ready, willing and able to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I
OBJECT AND PURPOSE

1.1 Purpose of Agreement. The purpose of this Agreement is to grant Operator the non – exclusive right and privilege to conduct the following commercial aeronautical activity at the St. George Regional Airport:

> The conduct of small package delivery service via aircraft and ground vehicles

1.2 Non Exclusive. It is not the intent of this Agreement to grant Operator the exclusive right to provide any or all of the services described in this article at any time during the term of this Agreement. Airport reserves the right, at its sole discretion, to grant others certain rights and privileges at the Airport which are identical in part or in whole to those granted to the Operator. However, Airport does consent and agree that:

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(a) It shall enforce all established City requirements, now in existence or hereinafter adopted, for similar activities conducted at the Airport; and
(b) A commercial aeronautical operator will not be permitted to conduct similar activities at the Airport under rates which are more favorable than those set forth in this Agreement.

ARTICLE II
PREMISES

2.1 Premises. Commercial aeronautical operations by the Operator are approved at the following location on the Airport (Premises):

On the ramp area of the airport designated in Exhibit A, attached.

Operator shall, at all times during the term of this Agreement, provide the City with a copy any and all sublease agreements for the Premises it occupies on the Airport. Operator shall not use or permit the use of the premises for any non – aeronautical purpose without written permission of the City.

2.2 Signs. Operator shall have the right, at its expense to place in or on the Premises a sign or signs identifying the Operator which sign or signs shall be in a size, shape and design at any location or locations approved by the City and in conformity with any overall directional graphics or sign program established by the City. Notwithstanding any other provision in this Agreement, the sign shall remain the property of Operator. Operator shall remove, at its expense, all letters, signs and placards placed on the Premises at the expiration of the term of this Agreement.

ARTICLE III
TERM

3.1 Term. The term of this Agreement shall be for the period commencing November 1, 2021 and ending October 31, 2023. Operator agrees that the Premises shall be used solely for the activities as approved herein, and that it shall not change the use of the Premises without first securing prior written approval of the City. During the term of this agreement, operator shall pay the city within twenty days following the end of each calendar month, without demand or invoicing, landing fee charges for all actual revenue landings made by operator during the preceding month at the rate of one dollar and five cents ($1.05) per 1,000 pounds of certificated maximum gross landing weight of its aircraft landed at the St. George Regional Airport

ARTICLE IV
OPERATOR OBLIGATION

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4.1 Net Lease. The use and occupancy of the Airport by Operator will be without cost or expense to the City. It shall be the responsibility of the Operator to design, construct, maintain, repair and operate the Premises at the Operator's sole cost and expense, except to the extent that the City is obligated to maintain and repair aircraft parking ramps, access roads, taxiways and utility corridors.

4.2 Maintenance Responsibilities. Operator shall maintain, repair and keep in clean and good condition the Premises it occupies on the Airport, as hereinafter described:

a) Operator shall maintain pavement, landscaping, obstruction lighting and all equipment.
b) Operator shall maintain the interior and exterior of the building, to include electrical, mechanical, plumbing, restroom(s), fire protection system(s), ceilings, floors, load – bearing and exterior walls, utilities, and HVAC system(s).
c) Operator shall clean trash from driveways, ramps, and sidewalks to include maintaining clear, unobstructed access to the buildings at all times for emergency vehicles.
d) Operator shall maintain all hangar and overhead doors and door operating systems, including weather stripping and glass replacement.
e) Operator shall install and maintain electrical loads within the designed capacity of the system.
f) Operator shall install and maintain hand – held fire extinguishers in the interior of all buildings, pursuant to safety codes.
g) Operator will not dispose of any debris or waste materials on Airport property. All hazardous materials must be stored and used in accordance with Article XI, with contents identified and clearly labeled as belonging to Operator and properly disposed of pursuant to prescribed Federal, State and City directives. Operator shall not store any inoperative equipment, inoperative vehicles or other similar items on the Premises. All storage of parts, supplies and materials must be in facilities and structures compliant with applicable building codes.
h) Operator shall have the necessary utility meters installed, as required by the utility company(s) at Operator's expense. Operator shall pay for all utility usage. Operator shall maintain and repair all utility service lines and fixtures, including lighting fixtures, within Premises except to the extent that such maintenance or repair is the obligation of the utility company providing such utility service.
i) Operator shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the Airport of all trash, garbage and other refuse which results from Operator's

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business operations, including receptacles for the deposit of such trash, garbage and other refuse.

j) Operator shall accomplish all repairs and maintenance for which it is responsible routinely and, in all events, within ten (10) days following receipt of notice from the City. Operator will not permit any action on the Premises that has an adverse effect, or interferes with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation or protection of the Airport.

k) Operator shall be solely responsible for the supervision, conduct, safety, and security of Operator, its subcontractors, agents and any other persons.

4.3 **Security Requirement. Operator agrees to comply in all ways with any Federal security regulations applicable to the Airport and as contained in the approved Airport Security Plan of the St. George Regional Airport. Operator specifically agrees that it shall cooperate in all ways with the City in compliance with all existing and future security requirements including regulations of the United States Transportation Security Administration and provide at Operator's expense such information and comply with any requirements imposed upon it by the City in connection with Operator's operation under this Agreement for security compliance.**

4.4 Minimum Operating Standards. In providing any of the required and / or authorized services or activities specified in this Agreement, Operator shall operate for the use and benefit of the public and shall meet or exceed the following standards:

a) Operator shall furnish service on a fair, reasonable, and non – discriminatory basis to all users of the Airport. Operator shall furnish good, prompt, and efficient service, adequate to meet all demands for the Airport. Operator shall charge fair, reasonable, and non – discriminatory prices for each unit of sale or services.

b) Operator shall select and appoint a manager of its operation at the Airport. The manager shall be qualified and experienced and vested with the full power and authority to act in the name of Operator with respect to the method, manner, and conduct of the operation of services provided under this Agreement. The manager shall be available at the Airport during regular business hours. During the manager's absence, a duly authorized subordinate shall be in charge and available at the airport.

c) Operator shall control the conduct, demeanor, and appearance of its employees, who shall be trained by the Operator and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Operator to maintain close supervision over its employees to assure a high standard of service to customers of Operator.

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d) Operator shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including payment of taxes, and any other fees or assessments lawfully levied or assessed by any authorized government agency.

ARTICLE V
CITY'S OBLIGATIONS

5.1 Use of Airport Facilities. Operator shall be entitled, in common with others so authorized, to use all facilities and improvements of a public nature which now exist or may hereafter be constructed on the Airport including landing areas, runways, taxiways, navigational aids, and aircraft parking areas designated by the City.

5.2 Maintenance of Airport Facilities. The City shall maintain all public and common or joint use areas of the Airport, including the air operations area, in good repair, and shall make such repairs, replacements, or additions thereto as, in its opinion, are required and necessary for safe and efficient operation of the Airport.

5.3 Aerial Approaches. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the erection by Operator of any structure which in the opinion of the City would limit the usefulness of the Airport or constitute a hazard. Operator shall not engage in any activities that may injure the Premises or that may constitute a nuisance or hazard to other patrons or persons at the Airport.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

6.1 Required Insurance. Operator shall obtain and maintain continuously in effect at all times during the term of the Agreement at Operator's sole expense the following insurance: Comprehensive general liability insurance indemnifying the City against all reasonable liability by reason of Operator's conduct incident to the use of the Premises or resulting from any accident occurring on or about the Premises of the Airport, including roads, driveways, public places, including runways and taxiways, caused by or arising out of any wrongful act or omission of Operator in a minimum amount of $3,000,000.00 per occurrence;

a) Provision of the City of St. George as additional insured; and
b) Waiver of Subrogation in favor of the City of St. George.

6.2 Furnish Information. Copies of all policies will be supplied to the City establishing coverage mentioned above. The City will be supplied with copies of any cancellation notices received concerning said policy during the term of this Agreement and cancellation of a policy without providing a satisfactory substitute policy would constitute a breach of this Agreement.

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6.3 Indemnification. Operator further agrees to indemnify the City against any claims or actions which may be asserted or brought by third parties against Airport and which are based upon Operator's negligent acts or omissions in connection with its use and occupancy of the Premises and its operations under this Agreement.

ARTICLE VII
ASSIGNMENT

7.1 Assignment. This agreement or any part thereof may not be assigned, transferred, or subleased by Operator by process or operation of law or in any matter whatsoever, without having first secured the prior written consent of the city.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.1 Operator's Default. The occurrence of any one or more of the following events (the "Events of Default") shall constitute a default and breach of this Agreement by Operator:

a) Failure to observe or perform any of the covenants, conditions, provisions of the Agreement to be observed or performed by Operator.
b) The Premises shall be abandoned, deserted or vacated by Operator and shall remain vacant or "dark" for a period of thirty (30) consecutive days unless such vacating is required by repair or reconstruction as herein provided; or
c) Any lien shall be filed against the Premises or any part thereof in violation of this Agreement and shall remain unreleased for a period of sixty (60) days from the date of such filing unless, within said period, Operator is contesting in good fait the validity of such lien and while such lien is appropriately bonded off; or
d) The making by Operator of any general any general assignment or general assignment for the benefit of creditors, or the filing by or against Operator of a petition to have Operator adjudged bankrupt, or a petition of reorganization or arrangements relating to bankruptcy unless, in the case of a petition filed against Operator, the same is dismissed within sixty (60) days, or appointment of a trustee or receiver to take possession of substantially all of Operator's assets located in the Premises or of Operator's interest in this Agreement, where possession is not restored to Operator within sixty (60) days, or the attachment, execution or other judicial seizure of substantially all of Operator's assets located in the Premises, or such seizure is not discharged within sixty (60) days.

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8.2 City's Remedies. If an Event of Default occurs and the applicable cure period has expired, at any time after the occurrence, with or without additional notice or demand and without limiting the City's rights or remedies as a result of the Event of Default, the City may do the following:

a) Terminate Operator's right to operate on the Premises by any lawful means, in which case, this Agreement shall terminate and Operator shall immediately cease all such activities approved under this Agreement. In such event, the City shall be entitled to recover from Operator all damages incurred by the City by reason of the Event of Default by Operator including, but not limited to, the cost of recovering reasonable attorney's fees.
b) Maintain Operator's right to operate, in which case this Agreement shall continue in effect notwithstanding that Operator shall have abandoned the Premises. In such event, the City shall be entitled to enforce all of its rights and remedies under this Agreement, including the right to recover any fees as the become due;
c) Pursue any other remedy available to the City under the laws of the State of Utah.

In all cases of an Event of Default, the Airport agrees to use all reasonable means to mitigate its damages.

ARTICLE IX
TERMINATION

9.1 Termination. Either party may terminate this Agreement if the other fails to cure a material breach within thirty (30) calendar days after receipt of written notice. If more than thirty (30) calendar days are required to cure such default or breach, a reasonable time in excess of this period may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, this Agreement may be terminated upon ten (10) calendar days written notification. In the event of termination of the Operator's sublease for the Premises, this agreement shall terminate as of the date of termination of the sublease. In the event of termination of the ground lease for the Premises, this agreement shall terminate as of the date of termination of the ground lease.

ARTICLE X
ENVIRONMENTAL AND SAFETY COMPLIANCE

10.1 Environmental Compliance.

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a) Operator shall comply with all laws relating to hazardous materials on the Premises or related to Operator's activities on the Airport, including applicable Federal Aviation Regulations and standards of the National Fire Protection Association. Operator shall not use or store hazardous materials on the Airport, except as reasonably necessary for its permitted use of the Premises, and in a manner and at locations approved by the City. Operator shall not dispose of any hazardous materials on the Airport or surrounding lands or waters. Operator shall provide the City with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Premises, or any alleged material noncompliance with environmental laws by Operator on the Airport, no later than thirty (30) days after such documents are generated by Operator or received by Operator. Operator shall also promptly notify the City of any material spills, releases, or other discharges of hazardous materials by Operator on the Airport, and promptly abate and mitigate any such discharges as required by law. From and after acceptance of this Agreement by Operator, all reporting requirements under any laws with respect to spills, releases, or discharges of hazardous materials by Operator on the Airport under any law are the responsibility of Operator.

b) From and after acceptance of this Agreement by Operator, Operator's hazardous materials shall be the responsibility of Operator and Operator shall be liable for and responsible for including without limitation, at Operator's sole cost: (i) removal, remediation, assessment, transportation, testing, and disposal of Operator's hazardous materials as directed by any governmental agency, as required by any law, or as necessary to prevent or eliminate any nuisance, trespass, waste, or diminution in the value of the Premises; (ii) damages for injury to persons, property, the Airport and surrounding lands and waters; (iii) claims resulting there from; (iv) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any manner by any governmental agency asserting jurisdiction, or under any law with respect to Operator's hazardous materials; (v) costs and expenditures for cleanup, remediation, assessment, testing, investigation, transportation and disposal required hereunder; (vi) damages, costs, and expenditures for injury to natural resources and required by applicable law; (vii) any other liability, related to Operator's hazardous materials. The City is not required to incur any costs, fees (including attorney, consultant and expert witness fees) or expenses relating to Operator's hazardous materials. Should the City incur any such cost, expenses or fees relating to the Premises or surrounding lands, waters, or air, Operator shall promptly reimburse City for said costs, expenses or fees.

c) In addition to any other indemnities in this Agreement, Operator shall defend, indemnify and hold harmless the City, its officers, agents, and employees from any and all responsibilities, damages, claims, fines, liabilities, costs, expenditures, attorney's fees. Litigation expenses and court costs relating to

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Operator's hazardous materials, including, without limitation, those liabilities and responsibilities referred to in the paragraph above or elsewhere in this provision.

d) The promises, conditions, covenants, and indemnities by Operator in this provision shall apply without limitation to Operator's successors, subcontractors, assignees, and guarantors of the lease. Further, with respect to each of the promises, conditions, covenants, and indemnities of this provision, Operator assumes responsibility to the City for acts or omissions of Operator's employees, agents, customers, assignees, successors, shareholders, subsidiaries, contractors or subcontractors (whether or not such acts or omissions are negligent, intentional, willful or unlawful) in any way relating to Operator's hazardous materials, or environmental compliance with respect to Operator's hazardous materials. Each of the promises and indemnities in this provision apply to any discharges of hazardous materials following the date hereof on the Airport (or emanating from the Premises) by Operator, whether occurring during or after Operator vacates the Premises. The promises and indemnities by the Operator are continuing and survive the termination of this Agreement. For the purposes of this Agreement "Operator's hazardous materials" are only those hazardous materials discharged after the date of this Agreement by the Operator. Operator shall have no responsibility for the condition of the Premises prior to the commencement of this Agreement by the Operator.

e) At the City's sole discretion, the City, or its representatives or consultants, may enter upon the Premises and make any tests, measurements, investigations, or assessments that the City deems necessary in order to determine the presence of hazardous materials. If any Operator – related hazardous materials are detected requiring remedial action under this provision, or if any material violation of any law or the requirements of this provision are found, the fees and expenses of said consultant shall be paid by Operator as additional rent under this Agreement on demand by the City. This is in addition to Operator's obligation to conduct all required testing, investigation, assessment, cleanup and remediation at Operator's sole cost as stipulated above of any Operator – related hazardous materials releases.

f) Prior to the end of the Agreement term or earlier termination of the Agreement, Operator shall remove or remediate as required under Section X (b) hereof, all Operator's hazardous materials from the Premises and surrounding lands and waters. Unless instructed otherwise by the City, Operator shall also, prior to vacating the Premises, remove all tanks, piping and other equipment which stored hazardous materials, or which are contaminated by hazardous materials.

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ARTICLE XI
GENERAL PROVISIONS

11.1 Laws, Rules and Regulations. Operator, its officers, agents, employees, contractors, licensees, any other person whom Operator controls or has the right to control, shall comply with all present and future laws, ordinances, orders, directives, rules and regulations of the United States of America, the State of Utah, the City of St. George and their respective agencies, departments, authorities, commissions, or in the case of the Airport, its Manager or his designee, which may either directly or indirectly affect Operator or its operations on or in connection with the Premises of the Airport.

11.2 Taxes and Assessments. Operator shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state and local taxes and fees, which are now or may hereafter be levied upon the Operator or upon the business conducted by Operator on the Premises. Operator shall maintain, in current status, all federal, state and local licenses and permits required for the construction and operation of the Facilities by Operator. If Operator contests such taxes, charges or fees, the City may require Operator to obtain or establish an escrow account or bond to cover payment of such taxes, charges or fees.

11.3 Nondiscrimination. Notwithstanding any other inconsistent provision of this Agreement during the performance of this Agreement, Operator, for itself and its successors, as part of the consideration for the Agreement, does covenant and agree that:

a) No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Premises.
b) No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination in the construction of any improvement on the Premises and furnishing of services thereon.
c) Operator shall use the Premises in compliance with all the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said laws and regulations may be amended or changed.
d) Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that it will

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require that its covered sub organizations provide assurances to Airport that they similarly will undertake affirmative action programs and they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

e) In the event of breach of any of the above nondiscrimination covenants, Airport shall have the right to terminate this Agreement and to re – enter and repossess the Premises and hold the same as if said Agreement had never been made or issued.

11.4 Public Accommodation Laws. Operator covenants that it will comply fully with applicable laws, regulations and building codes governing non – discrimination in public accommodations and commercial facilities.

11.5 Requirements of the United States. This agreement is subject and subordinated to the provisions of any existing or future agreements between the City and the United States, or any agency thereof, relative to the operation of or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. The parties acknowledge that this Agreement is subject to termination and cancellation by the emergency demands of one or more governmental agencies of the United States of America and Operator agrees that, in the event of such demand, Operator will yield and deliver possession of all the Premises leased hereunder from either the City or said governmental agency. In the event any such termination and cancellation of this Agreement occurs, Operator shall retain its independent rights and claims for damages and compensation against the government agency responsible therefore, or it may share on an equitable basis in any award which may be made for taking of all the Airport property of which this leasehold is a part. In the event such taking by one or more governmental agencies at any time shall constitute less than a termination and cancellation of the rights to be enjoyed by Operator hereunder then during such time of suspension Operator shall be excused from paying any rent that may be due under this agreement.

11.6 Operator as Independent Contractor. In conducting its business hereunder, Operator acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction, and payment of Operator's employees shall be the responsibility of Operator, and Airport will not attempt to exercise controls over daily performance of duties by said employees.

11.7 Invalidity of Agreement. It is understood and agreed by and between the parties hereto that in the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, or any other competent authority, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision clauses, sections or provisions of this Agreement.

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11.8 Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing and signed by both parties.

11.9 Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and sent by certified mail, return receipt requested, with postage and return receipt fees prepaid:

To City:	Airport Manager City of St. George 175 North 200 East St. George, Utah 84770	To Operator:	West Air 5005 E Anderson Ave Fresno, CA 93727

Notices shall be deemed delivered on the date mailed.

11.10 Headings. The headings used in this Agreement are intended for convenience of reference only and not to define or limit the scope or meaning of any provisions of this Agreement.

11.11 Governing Law. This Agreement is to be constructed in accordance with the laws of the State of Utah.

11.12 Business Interruption. In no event shall the City be liable for any interruption in Operator's business from whatever cause or reason, nor shall the City be liable for any interruption or failure in the supply of any utilities or utility service or services in or to the above – described Premises.

11.13 Binding on Successor. Subject to the limitation on any assignment or subleasing hereof, this Agreement is binding upon and shall inure to the benefit of the respective successors, assigns, heirs, legal or personal representatives of parties hereto.

11.14 Right to Develop. Operator acknowledges that the City reserves the right to further develop or improve the landing area of the City as it sees fit, and Operator will not interfere with such development or improvement.

a) The parties further agree that time is of the essence as to all provisions on this Agreement.
b) The parties hereto acknowledge that this Agreement supersedes and replaces all prior agreements entered into between the parties

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IN WITNESS WHEREOF, The City and Operator have executed this Agreement this 1st day of November, 2021.

CITY OF ST. GEORGE:

OPERATOR: WEST AIR

DocuSigned by:
Tom Jordan
D1ABCBDF21074DC...

_____
Michele Randall, Mayor

_____
By: Tom Jordan, President

ATTEST:

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Collin Simonsen, Assistant City Attorney

DRAFT

Agenda Item Number: **1d**

Request For Council Action

Date Submitted	11/23/2021 02:30 PM
Proposed City Council Date	12/02/2021
Applicant	Rich Stehmeier
Subject	Consider approval of a Commercial Operating Agreement with Alpine Air Express for small package delivery services at the St. George Regional Airport.
Background	This is a renewal of an existing Commercial Operating Agreement to allow for UPS package deliveries.
Proposed Resolution	Staff recommends approval.
Cost	
Action Taken	
Requested by	Shirlayne Quayle
File Attachments	alpineaircommercialoperatingagreement2airport111112321143028.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

COMMERCIAL OPERATING AGREEMENT

THIS COMMERCIAL OPERATING AGREEMENT, herein called the "Agreement," entered into as of the 1st day of November, 2021 by and between the City of St. George, Utah ("City") and Alpine Air Express, a corporation with the authority to do business at the St. George Regional Airport ("Airport") in the State of Utah, hereinafter referred to as "Operator"

WITNESSETH:

WHEREAS, the City owns and operates the St. George Regional Airport, as depicted on the most current Airport Layout Plan approved by the City and the Federal Aviation Administration; and

WHEREAS, commercial aeronautical services are essential to the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, Airport desires to make such service(s) available at the Airport; and

WHEREAS, Operator is qualified, ready, willing and able to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I
OBJECT AND PURPOSE

1.1 Purpose of Agreement. The purpose of this Agreement is to grant Operator the non – exclusive right and privilege to conduct the following commercial aeronautical activity at the St. George Municipal Airport:

The conduct of small package delivery services via aircraft and ground vehicles.

1.2 Non Exclusive. It is not the intent of this Agreement to grant Operator the exclusive right to provide any or all of the services

described in this article at any time during the term of this Agreement. Airport reserves the right, at its sole discretion, to grant others certain rights and privileges at the Airport which are identical in part or in whole to those granted to the Operator. However, Airport does consent and agree that:

(a) It shall enforce all established City requirements, now in existence or hereinafter adopted, for similar activities conducted at the Airport; and
(b) A commercial aeronautical operator will not be permitted to conduct similar activities at the Airport under rates which are more favorable than those set forth in this Agreement.

ARTICLE II
PREMISES

2.1 Premises. Commercial aeronautical operations by the Operator are approved at the following location on the Airport (Premises):

> On the ramp area of the airport designated in Exhibit A, Attached

Operator shall, at all times during the term of this Agreement, provide the City with a copy any and all sublease agreements for the Premises it occupies on the Airport. Operator shall not use or permit the use of the premises for any non – aeronautical purpose without written permission of the City.

2.2 Signs. Operator shall have the right, at its expense to place in or on the Premises a sign or signs identifying the Operator which sign or signs shall be in a size, shape and design at any location or locations approved by the City and in conformity with any overall directional graphics or sign program established by the City. Notwithstanding any other provision in this Agreement, the sign shall remain the property of Operator. Operator shall remove, at its expense, all letters, signs and placards placed on the Premises at the expiration of the term of this Agreement.

ARTICLE III
TERM

3.1 Term. The term of this Agreement shall be for the period commencing November 1, 2021 and ending Oct 31, 2023. Operator agrees that the Premises shall be used solely for the activities as approved herein, and that it shall not change the use of the Premises without first securing prior written approval of the City. During the term of this agreement, operator shall pay the city within twenty days following the end of each calendar month, without demand or invoicing, landing fee charges for all actual revenue landings made by operator during the preceding month at the rate of on dollar and five cents ($1.05) per 1,000 pounds of certificated maximum gross landing weight of its aircraft landed at the St. George Regional Airport.

ARTICLE IV
OPERATOR OBLIGATION

4.1 Net Lease. The use and occupancy of the Airport by Operator will be without cost or expense to the City. It shall be the responsibility of the Operator to design, construct, maintain, repair and operate the Premises at the Operator's sole cost and expense, except to the extent that the City is obligated to maintain and repair aircraft parking ramps, access roads, taxiways and utility corridors.

4.2 Maintenance Responsibilities. Operator shall maintain, repair and keep in clean and good condition the Premises it occupies on the Airport, as hereinafter described:

a) Operator shall maintain pavement, landscaping, obstruction lighting and all equipment.
b) Operator shall maintain the interior and exterior of the building, to include electrical, mechanical, plumbing, restroom(s), fire protection system(s), ceilings, floors, load – bearing and exterior walls, utilities, and HVAC system(s).
c) Operator shall clean trash from driveways, ramps, and sidewalks to include maintaining clear, unobstructed access to the buildings at all times for emergency vehicles.
d) Operator shall maintain all hangar and overhead doors and door operating systems, including weather stripping and glass replacement.

e) Operator shall install and maintain electrical loads within the designed capacity of the system.
f) Operator shall install and maintain hand – held fire extinguishers in the interior of all buildings, pursuant to safety codes.
g) Operator will not dispose of any debris or waste materials on Airport property. All hazardous materials must be stored and used in accordance with Article XI, with contents identified and clearly labeled as belonging to Operator and properly disposed of pursuant to prescribed Federal, State and City directives. Operator shall not store any inoperative equipment, inoperative vehicles or other similar items on the Premises. All storage of parts, supplies and materials must be in facilities and structures compliant with applicable building codes.
h) Operator shall have the necessary utility meters installed, as required by the utility company(s) at Operator's expense. Operator shall pay for all utility usage. Operator shall maintain and repair all utility service lines and fixtures, including lighting fixtures, within Premises except to the extent that such maintenance or repair is the obligation of the utility company providing such utility service.
i) Operator shall provide, at its sole cost and expense, necessary arrangements for adequate sanitation, handling and disposal from the Airport of all trash, garbage and other refuse which results from Operator's business operations, including receptacles for the deposit of such trash, garbage and other refuse.
j) Operator shall accomplish all repairs and maintenance for which it is responsible routinely and, in all events, within ten (10) days following receipt of notice from the City. Operator will not permit any action on the Premises that has an adverse effect, or interferes with the proper function of any drainage system, sanitary sewer system, or any facility provided for the operation or protection of the Airport.
k) Operator shall be solely responsible for the supervision, conduct, safety, and security of Operator, its subcontractors, agents and any other persons.

4.3 Security Requirement. **Operator agrees to comply in all ways with any Federal security regulations applicable to the Airport and as contained in the approved Airport Security Plan of the St. George Regional Airport. Operator specifically agrees that it shall cooperate in all ways with the City in compliance with all existing and future security**

requirements including regulations of the United States Transportation Security Administration and provide at Operator's expense such information and comply with any requirements imposed upon it by the City in connection with Operator's operation under this Agreement for security compliance.

4.4 Minimum Operating Standards. In providing any of the required and / or authorized services or activities specified in this Agreement, Operator shall operate for the use and benefit of the public and shall meet or exceed the following standards:

a) Operator shall furnish service on a fair, reasonable, and non – discriminatory basis to all users of the Airport. Operator shall furnish good, prompt, and efficient service, adequate to meet all demands for the Airport. Operator shall charge fair, reasonable, and non – discriminatory prices for each unit of sale or services.

b) Operator shall select and appoint a manager of its operation at the Airport. The manager shall be qualified and experienced and vested with the full power and authority to act in the name of Operator with respect to the method, manner, and conduct of the operation of services provided under this Agreement. The manager shall be available at the Airport during regular business hours. During the manager's absence, a duly authorized subordinate shall be in charge and available at the airport.

c) Operator shall control the conduct, demeanor, and appearance of its employees, who shall be trained by the Operator and who shall possess such technical qualifications and hold such certificates of qualification as may be required in carrying out assigned duties. It shall be the responsibility of Operator to maintain close supervision over its employees to assure a high standard of service to customers of Operator.

d) Operator shall meet all expenses and payments in connection with the use of the Premises and the rights and privileges herein granted, including payment of taxes, and any other fees or assessments lawfully levied or assessed by any authorized government agency.

ARTICLE V
CITY'S OBLIGATIONS

5.1 Use of Airport Facilities. Operator shall be entitled, in common with others so authorized, to use all facilities and improvements of a public nature

which now exist or may hereafter be constructed on the Airport including landing areas, runways, taxiways, navigational aids, and aircraft parking areas designated by the City.

5.2 Maintenance of Airport Facilities. The City shall maintain all public and common or joint use areas of the Airport, including the air operations area, in good repair, and shall make such repairs, replacements, or additions thereto as, in its opinion, are required and necessary for safe and efficient operation of the Airport.

5.3 Aerial Approaches. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the erection by Operator of any structure which in the opinion of the City would limit the usefulness of the Airport or constitute a hazard. Operator shall not engage in any activities that may injure the Premises or that may constitute a nuisance or hazard to other patrons or persons at the Airport.

ARTICLE VI
INSURANCE AND INDEMNIFICATION

6.1 Required Insurance. Operator shall obtain and maintain continuously in effect at all times during the term of the Agreement at Operator's sole expense the following insurance: Comprehensive general liability insurance indemnifying the City against all reasonable liability by reason of Operator's conduct incident to the use of the Premises or resulting from any accident occurring on or about the Premises of the Airport, including roads, driveways, public places, including runways and taxiways, caused by or arising out of any wrongful act or omission of Operator in a minimum amount of $3,000,000.00 per occurrence;

a) Provision of the City of St. George as additional insured; and
b) Waiver of Subrogation in favor of the City of St. George.

6.2 Furnish Information. Copies of all policies will be supplied to the City establishing coverage mentioned above. The City will be supplied with copies of any cancellation notices received concerning said policy during the term of this Agreement and cancellation of a policy without providing a satisfactory substitute policy would constitute a breach of this Agreement.

6.3 Indemnification. Operator further agrees to indemnify the City against any claims or actions which may be asserted or brought by third parties

against Airport and which are based upon Operator's negligent acts or omissions in connection with its use and occupancy of the Premises and its operations under this Agreement.

ARTICLE VII
ASSIGNMENT

7.1 Assignment. This agreement or any part thereof may not be assigned, transferred, or subleased by Operator by process or operation of law or in any matter whatsoever, without having first secured the prior written consent of the city.

ARTICLE VIII
EVENTS OF DEFAULT AND REMEDIES

8.1 Operator's Default. The occurrence of any one or more of the following events (the "Events of Default") shall constitute a default and breach of this Agreement by Operator:

a) Failure to observe or perform any of the covenants, conditions, provisions of the Agreement to be observed or performed by Operator.
b) The Premises shall be abandoned, deserted or vacated by Operator and shall remain vacant or "dark" for a period of thirty (30) consecutive days unless such vacating is required by repair or reconstruction as herein provided; or
c) Any lien shall be filed against the Premises or any part thereof in violation of this Agreement and shall remain unreleased for a period of sixty (60) days from the date of such filing unless, within said period, Operator is contesting in good fait the validity of such lien and while such lien is appropriately bonded off; or
d) The making by Operator of any general any general assignment or general assignment for the benefit of creditors, or the filing by or against Operator of a petition to have Operator adjudged bankrupt, or a petition of reorganization or arrangements relating to bankruptcy unless, in the case of a petition filed against Operator, the same is dismissed within sixty (60) days, or appointment of a trustee or receiver to take possession of substantially all of Operator's assets located in the Premises or

of Operator's interest in this Agreement, where possession is not restored to Operator within sixty (60) days, or the attachment, execution or other judicial seizure of substantially all of Operator's assets located in the Premises, or such seizure is not discharged within sixty (60) days.

8.2 City's Remedies. If an Event of Default occurs and the applicable cure period has expired, at any time after the occurrence, with or without additional notice or demand and without limiting the City's rights or remedies as a result of the Event of Default, the City may do the following:

a) Terminate Operator's right to operate on the Premises by any lawful means, in which case, this Agreement shall terminate and Operator shall immediately cease all such activities approved under this Agreement. In such event, the City shall be entitled to recover from Operator all damages incurred by the City by reason of the Event of Default by Operator including, but not limited to, the cost of recovering reasonable attorney's fees.
b) Maintain Operator's right to operate, in which case this Agreement shall continue in effect notwithstanding that Operator shall have abandoned the Premises. In such event, the City shall be entitled to enforce all of its rights and remedies under this Agreement, including the right to recover any fees as the become due;
c) Pursue any other remedy available to the City under the laws of the State of Utah.

In all cases of an Event of Default, the Airport agrees to use all reasonable means to mitigate it damages.

ARTICLE IX
TERMINATION

9.1 Termination. Either party may terminate this Agreement if the other fails to cure a material breach within thirty (30) calendar days after receipt of written notice. If more than thirty (30) calendar days are required to cure such default or breach, a reasonable time in excess of this period may be established, provided both parties agree in writing as to the time period to be substituted. In the event such default or breach is not cured within a specified time, this Agreement may be terminated upon ten (10) calendar days written notification. In the event of termination of the Operator's

sublease for the Premises, this agreement shall terminate as of the date of termination of the sublease. In the event of termination of the ground lease for the Premises, this agreement shall terminate as of the date of termination of the ground lease.

ARTICLE X
ENVIRONMENTAL AND SAFETY COMPLIANCE

10.1 Environmental Compliance.

a) Operator shall comply with all laws relating to hazardous materials on the Premises or related to Operator's activities on the Airport, including applicable Federal Aviation Regulations and standards of the National Fire Protection Association. Operator shall not use or store hazardous materials on the Airport, except as reasonably necessary for its permitted use of the Premises, and in a manner and at locations approved by the City. Operator shall not dispose of any hazardous materials on the Airport or surrounding lands or waters. Operator shall provide the City with copies of all reports, complaints, claims, citations, demands, inquiries, or notices relating to the environmental condition of the Premises, or any alleged material noncompliance with environmental laws by Operator on the Airport, no later than thirty (30) days after such documents are generated by Operator or received by Operator. Operator shall also promptly notify the City of any material spills, releases, or other discharges of hazardous materials by Operator on the Airport, and promptly abate and mitigate any such discharges as required by law. From and after acceptance of this Agreement by Operator, all reporting requirements under any laws with respect to spills, releases, or discharges of hazardous materials by Operator on the Airport under any law are the responsibility of Operator.

b) From and after acceptance of this Agreement by Operator, Operator's hazardous materials shall be the responsibility of Operator and Operator shall be liable for and responsible for including without limitation, at Operator's sole cost: (i) removal, remediation, assessment, transportation, testing, and disposal of Operator's hazardous materials as directed by any governmental agency, as required by any law, or as necessary to prevent or eliminate any nuisance, trespass, waste, or diminution in the value of the Premises; (ii) damages for injury to persons, property, the Airport and surrounding lands and waters; (iii) claims resulting there from; (iv) fines, costs, fees, assessments, taxes, demands, orders, directives or any other requirements imposed in any

manner by any governmental agency asserting jurisdiction, or under any law with respect to Operator's hazardous materials; (v) costs and expenditures for cleanup, remediation, assessment, testing, investigation, transportation and disposal required hereunder; (vi) damages, costs, and expenditures for injury to natural resources and required by applicable law; (vii) any other liability, related to Operator's hazardous materials. The City is not required to incur any costs, fees (including attorney, consultant and expert witness fees) or expenses relating to Operator's hazardous materials. Should the City incur any such cost, expenses or fees relating to the Premises or surrounding lands, waters, or air, Operator shall promptly reimburse City for said costs, expenses or fees.

c) In addition to any other indemnities in this Agreement, Operator shall defend, indemnify and hold harmless the City, its officers, agents, and employees from any and all responsibilities, damages, claims, fines, liabilities, costs, expenditures, attorney's fees. Litigation expenses and court costs relating to Operator's hazardous materials, including, without limitation, those liabilities and responsibilities referred to in the paragraph above or elsewhere in this provision.

d) The promises, conditions, covenants, and indemnities by Operator in this provision shall apply without limitation to Operator's successors, subcontractors, assignees, and guarantors of the lease. Further, with respect to each of the promises, conditions, covenants, and indemnities of this provision, Operator assumes responsibility to the City for acts or omissions of Operator's employees, agents, customers, assignees, successors, shareholders, subsidiaries, contractors or subcontractors (whether or not such acts or omissions are negligent, intentional, willful or unlawful) in any way relating to Operator's hazardous materials, or environmental compliance with respect to Operator's hazardous materials. Each of the promises and indemnities in this provision apply to any discharges of hazardous materials following the date hereof on the Airport (or emanating from the Premises) by Operator, whether occurring during or after Operator vacates the Premises. The promises and indemnities by Operator are continuing and survive the termination of this Agreement. For the purposes of this Agreement "Operator's hazardous materials" are only those hazardous materials discharged after the date of this Agreement by Operator. Operator shall have no responsibility for the condition of the Premises prior to the commencement of this Agreement by Operator.

e) At the City's sole discretion, the City, or its representatives or consultants, may enter upon the Premises and make any tests, measurements, investigations, or assessments that the City deems necessary in order to determine the presence of hazardous materials. If any Operator – related hazardous materials are detected requiring remedial action under this provision, or if any material violation of any law or the requirements of this provision are found, the fees and expenses of said consultant shall be paid by Operator as additional rent under this Agreement on demand by the City. This is in addition to Operator's obligation to conduct all required testing, investigation, assessment, cleanup and remediation at Operator's sole cost as stipulated above of any Operator – related hazardous materials releases.

f) Prior to the end of the Agreement term or earlier termination of the Agreement, Operator shall remove or remediate as required under Section X (b) hereof, all Operator's hazardous materials from the Premises and surrounding lands and waters. Unless instructed otherwise by the City, Operator shall also, prior to vacating the Premises, remove all tanks, piping and other equipment which stored hazardous materials, or which are contaminated by hazardous materials.

ARTICLE XI
GENERAL PROVISIONS

11.1 Laws, Rules and Regulations. Operator, its officers, agents, employees, contractors, licensees, any other person whom Operator controls or has the right to control, shall comply with all present and future laws, ordinances, orders, directives, rules and regulations of the United States of America, the State of Utah, the City of St. George and their respective agencies, departments, authorities, commissions, or in the case of the Airport, its Manager or his designee, which may either directly or indirectly affect Operator or its operations on or in connection with the Premises of the Airport.

11.2 Taxes and Assessments. Operator shall pay, or in good faith contest, on or before their respective due dates, to the appropriate collecting authority, all federal, state and local taxes and fees, which are now or may hereafter be levied upon the Operator or upon the business conducted by Operator on the Premises. Operator shall maintain, in current status, all federal, state and local licenses and permits required for the construction and operation of the Facilities by Operator. If Operator contests such taxes, charges or fees, the

City may require Operator to obtain or establish an escrow account or bond to cover payment of such taxes, charges or fees.

11.3 Nondiscrimination. Notwithstanding any other inconsistent provision of this Agreement during the performance of this Agreement, Operator, for itself and its successors, as part of the consideration for the Agreement, does covenant and agree that:

a) No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of the Premises.
b) No person on the grounds of race, color, religion, sex or national origin shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination in the construction of any improvement on the Premises and furnishing of services thereon.
c) Operator shall use the Premises in compliance with all the requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said laws and regulations may be amended or changed.
d) Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Operator assures that it will require that its covered sub organizations provide assurances to Airport that they similarly will undertake affirmative action programs and they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
e) In the event of breach of any of the above nondiscrimination covenants, Airport shall have the right to terminate this Agreement and to re – enter and repossess the Premises and hold the same as if said Agreement had never been made or issued.

11.4 Public Accommodation Laws. Operator covenants that it will comply fully with applicable laws, regulations and building codes governing non – discrimination in public accommodations and commercial facilities.

11.5 Requirements of the United States. This agreement is subject and subordinated to the provisions of any existing or future agreements between the City and the United States, or any agency thereof, relative to the operation of or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. The parties acknowledge that this Agreement is subject to termination and cancellation by the emergency demands of one or more governmental agencies of the United States of America and Operator agrees that, in the event of such demand, Operator will yield and deliver possession of all the Premises leased hereunder from either the City or said governmental agency. In the event any such termination and cancellation of this Agreement occurs, Operator shall retain its independent rights and claims for damages and compensation against the government agency responsible therefore, or it may share on an equitable basis in any award which may be made for taking of all the Airport property of which this leasehold is a part. In the event such taking by one or more governmental agencies at any time shall constitute less than a termination and cancellation of the rights to be enjoyed by Operator hereunder then during such time of suspension Operator shall be excused from paying any rent that may be due under this agreement.

11.6 Operator as Independent Contractor. In conducting its business hereunder, Operator acts as an independent contractor and not as an agent of the City. The selection, retention, assignment, direction, and payment of Operator's employees shall be the responsibility of Operator, and Airport will not attempt to exercise controls over daily performance of duties by said employees.

11.7 Invalidity of Agreement. It is understood and agreed by and between the parties hereto that in the event any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, or any other competent authority, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision clauses, sections or provisions of this Agreement.

11.8 Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter

hereof. Any change or modification hereof must be in writing and signed by both parties.

11.9 Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and sent by certified mail, return receipt requested, with postage and return receipt fees prepaid:

To City:	Airport Manager City of St. George 175 North 200 East St. George, Utah 84770	To Operator:	Alpine Air Express 1177 Alpine Air Way Provo, UT 84601

Notices shall be deemed delivered on the date mailed.

11.10 Headings. The headings used in this Agreement are intended for convenience of reference only and not to define or limit the scope or meaning of any provisions of this Agreement.

11.11 Governing Law. This Agreement is to be constructed in accordance with the laws of the State of Utah.

11.12 Business Interruption. In no event shall the City be liable for any interruption in Operator's business from whatever cause or reason, nor shall the City be liable for any interruption or failure in the supply of any utilities or utility service or services in or to the above – described Premises.

11.13 Binding on Successor. Subject to the limitation on any assignment or subleasing hereof, this Agreement is binding upon and shall inure to the benefit of the respective successors, assigns, heirs, legal or personal representatives of parties hereto.

11.14 Right to Develop. Operator acknowledges that the City reserves the right to further develop or improve the landing area of the City as it sees fit, and Operator will not interfere with such development or improvement.

a) The parties further agree that time is of the essence as to all provisions on this Agreement.
b) The parties hereto acknowledge that this Agreement supersedes and replaces all prior agreements entered into between the parties.

IN WITNESS WHEREOF, The City and Operator have executed this Agreement this 1st day of November, 2021.

CITY OF ST. GEORGE:

_____
Michele Randall, Mayor

OPERATOR: ALPINE AIR EXPRESS

_____
By: Kevin Wade, EVP Finance

ATTEST:

_____
Christina Fernandez, City Recorder

Approved as to form:

_____
Collin Simonsen, Assistant City Attorney

DRAFT

Agenda Item Number: **1e**

Request For Council Action

Date Submitted	11/22/2021 12:51 PM
Proposed City Council Date	12/02/2021
Applicant	Bobbi Wan-kier
Subject	Consider approval of a request for a fee reduction for the annual Arts to Zion | Art & Studio TOUR held throughout St. George and Southern Utah January 13-17, 2022, as well as a variance for signage.
Background	The Arts to Zion TOUR occurs annually and is requesting help to draw attention to the collaborated art show on January 13-17, 2022 between Dixie Watercolor Society, Art Provides, and Arts to Zion. The request includes 1) a variance to hang a large â€œARTâ€• banner and mascot â€œArt-Zâ€• statue on the front of Gallery 35; and 2) Fee reduction to $75 flat for the five-day Special Event Permit ($75/day).
Proposed Resolution	Consider approval with the condition that a special event permit application is approved.
Cost	300.00
Action Taken	
Requested by	Kala Evans
File Attachments	artstozion1112221125135.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
THE BRIGHTER SIDE

SPECIAL EVENT PERMIT CHECKLIST

175 East 200 North, St. George, Utah 84770

Complete applications must be submitted to the City forty-five (45) days before the event is scheduled to take place. Applications submitted to the City less than forty-five (45) days will not be accepted by the City.

- ☐ 1. Complete Special Event Permit Application and provide copy of advertisement for event.
- ☐ 2. Detailed Event Site Plan. Must include Street Names, Placement of Barricades, Road/Sidewalk Closures, Vendor/Merchant Parking, Vendor Booth Placement, Inflatables, Amusement Devices, Table Placement, Portable Toilet Placement, Fencing, Tent(s) Placement, etc.
- ☐ 3. Security Plan. Must provide names of security personnel, ages and contact information.
- ☐ 4. Proof of Insurance naming the City of St. George as additional insured.
  Insurance is required when the event is held at a City Facility, Park, Road Closure or Sidewalk Closure.
  (Please see the example insurance certificate for amounts of coverage and language required to be on the insurance certificate.)
- ☐ 5. Proof of Insurance for each Vendor naming the City of St. George as additional insured.
  Insurance is required when the Vendor is vending at a City Facility or Park.
  (Please see the example insurance certificate for amounts of coverage and language required to be on the insurance certificate.)
- ☐ 6. Proof of Park Reservation (https://www.sgcity.org/parkreservations/) 435-627-4530 or City Facility Reservation.
- ☐ 7. Encroachment Permit Application and Plan. Submit online application https://www.sgcity.org/encroachment/
  (Required for Road/Sidewalk Closures, 435-627-4058)
- ☐ 8. Written Authorization for Events held on Private Property from the Property Owner.
- ☐ 9. Temporary Sales Tax Number for Event and Vendors. Please contact State of Utah Special Event Tax Division - 210 North 1950 West, Salt Lake City, UT 84134, 801-297-6303.
- ☐ 10. Health Department Approval for Any Food Provided at the event.
  Please contact Southwest Utah Health Dept. - 620 South 400 East #400, St. George, UT 84770, 435-986-2580.
- ☐ 11. City Use Agreement *(Is required for certain City properties. City will provide the Agreement, if required.)*
- ☐ 12. Applicable Fees.
- ☐ 13. Other Requirements: _COVID Plan_____

Review Process Information

The application will be submitted to the event committee for their recommendation of approval. The applicant will be contacted by the City with comments/concerns from the event committee. Comments/concerns of the committee must be resolved by the applicant prior to the Assistant City Manager approving the event permit. City Council approval is required for Single Event Alcohol Permits. Questions, please contact Kala Evans at 435-627-4712 or by e-mail at events@sgcity.org or kala.evans@sgcity.org. Rev. 10-20-21

Date Received Application: _____ Permit No: _____
Insurance Received: _____ Date Issued: _____

APPROVALS:

Asst. City Manager: _____
Date: _____

Fire: _____ Date: _____

Conditions of approval:
_____
_____

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: Arts to Zion TOUR		

Please print or type

EVENT NAME: Arts to Zion TOUR

1. **Location of Event:** various locations throughout St George

2. **Name of Organization:** Arts to Zion / Southern Utah

3. **Date(s) of Event:** January 13-17th, 2022

4. **EVENT DETAILS:**

Set-up	Date:	Start time:	End time:
Event	**Date:** January 13-17th, 2022	**Start time:** 11am	**End time:** 3pm
Clean-up	Date:	Start time:	End time:

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

Is this an Annual Event? Yes **If yes; same date and place?** 3rd week of January, over MLK weekend

5. **PARTICIPANTS**

of Participants & Attendees expected: 300/day # of Volunteers/Event Staff: 40

☒ 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: Bobbi Wan-kier

Address: 35 N. Main Street St George, UT 84770

Day Phone: 435-216-2651 **Cell/Other:** 435-216-2651 **E-mail:** wcaz@live.com

Mailing Address (if different): P.O. Box 1175 St George, UT 84771

Event Web Address (if applicable): https://www.ArtstoZion.org

Alternate Contact For Event: Scott Messel, chairman of board

Day Phone: 435-668-7251 **Cell/Other:** 435-668-7251 **E-mail:** messelscott@gmail.com

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? Description:** Nibbles from local downtown restuarants (ala cARTe connections)
If yes, Is the food *(please check all that apply)*
☐ Given away/pre-packaged ☒ Catered by: local restuarants, have been approved ☐ 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 large or enclosed tents/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?**
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:**	
☒ **Sidewalk Use**	**Location:** Downtown St George	☒ 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, and charged per day, as follows:**

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

Total: $ 75.00 *(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.

Bobbi Wan-kier	Bobbi Wan-kier	11/21/2021
Applicant's Name [PRINT]	Applicant's Signature	Date

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.*

The "Arts to Zion" TOUR occurs annually the 3rd week in January, which began in January 2011. This year, the TOUR will collaborate with Heritage Days in St. George (Dave Cordero) and the crew at the Pioneer Courthouse to include historical walking tours and Pioneer kids' games on Saturday January 16, 2021. Also on Saturday, January 15th, 2022 we will also feature our new "ala cARTe" stroll downtown with participation from local restaurants and musicians to entertain the visitors. our Arts to Zion promotional art show will also be held at the Pioneer Courthouse, upstairs.
We will again have a gallery tour with artists in residence, and a studio tour at select home studios. (providing that they are large enough to accommodate social distancing, see the COVID plan for TOUR).
All of the various tours within the TOUR will be subject to our COVID plan and will be listed and promoted from the Arts to Zion TOUR printed maps and Google map on our website www.ArtstoZion.org

We will submit an additional Temporary Advertising Banner Permit in mid December, for the advertising banners necessary for the annual county-wide "Arts to Zion" Art and Studio TOUR. All banner signage will correspond to the Arts to Zion brochures, and the Arts to Zion Google map.

During the Arts to Zion TOUR month in January, we would like to utilize our "ART" banner above the front door of Gallery 35, and our mascot Art-Z on the railing above the door to draw attention to the collaborated art show betwe n the
During the Arts to Zion TOUR month in January, we would like to utilize our "ART" banner above the front door of Gallery 35, and our mascot Art-Z on the railing above the door to draw attention to the collaborated art shows, between Dixie Watercolor Society, Art Provides and Arts to Zion.

Thank you for all your support of our St. George Art Community, and Arts to Zion/ Southern Utah!!
Bobbi Wan-kier
Executive Director, Arts to Zion Southern Utah
435.216.2651

We are requesting a fee reduction from $75 per day, to just $75 total for the full 5 days of the TOUR, as we did last year

DETAILED SITE PLAN/MAP

PLEASE INCLUDE [OR ☐ ATTACH] A DETAILED SITE PLAN AND/OR ROUTE MAP. COMPUTER OR HAND-DRAWN SITE PLANS ARE APPROPRIATE.

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



I will provide a map to Emilie as soon as they are printed. It will be same type as last year.
I will also provide and pay fees for the vendor studios by Dec. 15th, 2021

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

SUB-LICENSE FEE(S)

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: Arts to Zion TOUR **CONTACT PHONE:** 435-216-2651

EVENT DATE(S): January 13-17, 2022 **EVENT LOCATION:** Various locations in St George, UT

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:

SECURITY PLAN APPROVAL REQUEST FORM

St.George
THE BRIGHTER SIDE

Rev. 9-19-19

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: Arts to Zion TOUR

Event Location: various locations throughout St George

Type of Event: Arts and Studio TOUR

Date of Event: January 13-17th, 2022 **Hours of Event:** 11am-3pm

Number of Expected Attendance: **Occupancy Load:**

Name of Applicant: Bobbi Wan-kier

Address: 35 N. Main Street, St George, UT 84770

Day Phone: 435-216-2651 **Cell/Other:** 435-216-2651

E-mail: wcaz@live.com

- 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 ($55/hr)**	**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: _____ **Cell Number:** _____

E-mail: _____

Comments:

This TOUR is self guided, and people will visit the galleries and studios at their own pace over the course of 5 days. In the past, we have not had a large group congregate at any one place.

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: Bobbi Wan-kier _____ **Date:** 11/21/21

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:

COVID-19 EVENT MANAGEMENT TEMPLATE

This form is no longer required for event hosts. However, we encourage event hosts to complete this form to help plan and execute a safe event. This form may be helpful for contact tracing purposes if COVID-19 cases are identified at the event.

EVENT DETAILS

Event name:	Arts to Zion TOUR		
Event location:	35 N. Main St *Address*	St George *City*	84770 *Zip*
Party responsible for organizational oversight:	Bobbi Wan-kier *Address*	wcaz@live.com *City*	 *Zip*
	472 Homespun Circle *Email Address*	Leeds, UT 84746	435-216-2651 *Phone*
Event dates:	January 13th, 2022 *Start Date*	January 17th, 2022 *End Date*	
Anticipated number of attendees:	300 per day in St George *Per Day Total*	5000 across Washington County *Grand Total*	
Event type	❑ 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*		

Post signage

Please describe how you will post signage that: (1) lists COVID-19 symptoms; (2) asks individuals experiencing COVID-19 symptoms to stay home; (3) provides notice of face mask or physical distancing recommendations.

Arts to Zion TOUR is a multi-faceted self guided TOUR of art and cultural locations throughout Washington County. There will be CDC protocol posted on our maps to locations.
In the City of St George and elsewhere, we will have a greeter/volunteer at the door of each private venue on the map. They will do the following protocol:

1. Contact tracing: Record the date, visitors name, number of their group, email, phone#, City, State & zipcode on a Google Spreadsheet, and record the location of the venue.
If the visitor is already recorded, they will just indicate that they visited that venue during TOUR.

2. Offer masks, or other measures (like instant temperature taking) that are up to the private venues guidelines for entry. We will provide surgical masks free of charge.

Face mask

Please describe how you will encourage each individual attending the social gathering to wear a face mask if they are not fully vaccinated. Masks are encouraged for crowded, indoor spaces where physical distancing isn't possible.

We are encouraging masks,, but in public venues, can not require them. Private venues will have their own private personal protocol to enter their spaces. These will be accompanied by contact tracing and volunteers.

Attendee confirmation

Please describe how on the day of the event you will require each attendee to confirm that the attendee is not subject to isolation or quarantine requirements, and is not experiencing any symptom of COVID-19.

We are utilizing volunteers at the door of private venues. They will screen attendees, and advise them is they are not up to the venue standards for entry. It would depend on masking and temperature.

Physical distancing

Please describe how you will encourage physical distancing at the event, especially for those attendees who are not fully vaccinated.

We are adhering to the guidelines and clearly posting them, and if someone is high risk, they will be advised to decide for themselves if the risk is too great to physically attend. We will have studios videotaped and on our YouTube and website for those that want to stay home for their own safety.

Attendee notification

Please describe how within 24 hours of receiving notice that an attendee of the event tested positive for COVID-19, you will notify each attendee who was within six feet of the positive case for more than 15 minutes cumulatively.

Our #1. protocol for COVID is Contact Tracing. If we receive word that COVID is spreading within our TOUR,
we will be able to notify all participants, visitors and artists, and also the health community.
We want to be part of the solution to COVID, not the spread.
If we know the locations that they visited, we can locate the individuals that were exposed.

Additional safeguards

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

Signature

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

Bobbi Wan-kier	Executive Director
Printed Name	*Title*
Signature	*Date*

DRAFT

Agenda Item Number: **1f**

Request For Council Action

Date Submitted	11/16/2021 08:37 AM
Proposed City Council Date	12/02/2021
Applicant	Brett Fay
Subject	Consider approval of a fee waiver for Red Cliffs Bird Fest on April 30, 2022.
Background	Red Cliffs Audubon will have their annual Red Cliffs Bird Fest on April 30, 2022. They will be using Tonaquint Park's North Pavilion, South Pavilion, and Amphitheater. The event consists of bird calls, bird art projects, identifying birds, and building a bird house. The sponsorship request includes 1) Fee waiver for the park ($300); and 2) Fee waiver for the permit fee ($75).
Proposed Resolution	Staff recommends approval with the condition that a special event permit application is approved.
Cost	
Action Taken	
Requested by	Kala Evans
File Attachments	
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

DRAFT

Agenda Item Number: **02**

Request For Council Action

Date Submitted	11/10/2021 09:38 AM
Proposed City Council Date	11/18/2021
Applicant	City of St. George
Subject	Consider approval of an ordinance amending Title 10 Chapter 13A of city code as it pertains to certain public streets in the hillside overlay zone.
Background	The section of the zoning code that deals with public streets in the hillside overlay zone needs some clarifications and revisions. These proposed revisions are intended to provide some relief to the standards of the hillside ordinance for certain streets. The proposed ordinance provides standards for such streets. The Planning Commission recommended approval of the change to the city code with the removal of one of the proposed standards (standard #3).
Proposed Resolution	The Planning Commission recommended approval of the change to the city code with the removal of one of the proposed standards (standard #3).
Cost	
Action Taken	tabled
Requested by	Dan Boles
File Attachments	cc2021-zra-011hillsidedevelopmentoverlayzone111021093941.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ZONING REGULATION AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 11/09/2021
CITY COUNCIL AGENDA REPORT: 11/18/2021

AMENDMENTS TO TITLE 10-13A – Hillside Development Overlay Zone Standards
Title 10-13A-1 – Density and Disturbance Standards
Case No. 2021-ZRA-011

Request: To revise Title 10-13A-1 as it pertains to construction of roads in the hillside.

Applicant: City of St. George

Background:
It has recently been identified that the section of Title 10, the Zoning Code, that deals with public roads in hillside zones needs some clarifications and revisions. These proposed revisions are intended to provide some relief to the standards of the hillside ordinance. The proposed ordinance provides standards for such roads.

The proposed language would, if approved, provide standards, that if met, allow a road to be constructed and not have to meet all of the hillside criteria.

Proposed Changes:
The proposed revisions are attached

Recommendation:
Planning Commission recommended approval of the zoning text amendment with the condition that condition #3 be removed. They felt that the requirement that the street not be adjacent to private property was too restrictive.

Possible Motion:
"I move that we approve the zoning regulation amendment to section 10-13A-1 of the St. George City Code as presented, case no. 2021-ZRA-011 *(including the recommendation of Planning Commission to strike item 3)*."

EXHIBIT A

PROPOSED REVISIONS

10-13A-1:
DENSITY AND DISTURBANCE STANDARDS:

A. The hillside development overlay zone (HDOZ) limits development densities and provides specific development incentives to transfer underlying zone densities from hillsides (sending areas), to less steep slopes or more safe development areas (receiving areas), within a development.

B. For those portions of a proposed development with natural slopes twenty percent (20%) or less, development density follows the density and development standards in the underlying zone.

C. For those portions of a proposed development with natural slopes from twenty-one percent (21%) to thirty percent (30%), development activity shall not disturb more than thirty percent (30%) of the parcel within this slope category.

D. For those portions of a proposed development with natural slopes from thirty-one percent (31%) to forty percent (40%), development activity shall not disturb more than five percent (5%) of the area within this slope category.

E. A proposed development may not disturb slopes in excess of forty percent (40%).

F. The applicant may:

1. Transfer all development density from steeper slope categories (sending areas), to areas within the development with natural slopes of twenty percent (20%) or less (receiving areas); and

2. Develop additional bonus density, calculated from each slope category, as follows:

a. Natural slopes twenty percent (20%) or less transferred on a one-to-one (1:1) unit basis; plus

b. One (1) additional density unit for each density unit transferred from natural slopes of twenty-one percent (21%) to thirty percent (30%); plus

c. Two (2) additional density units for each density unit transferred from natural slopes of thirty-one percent (31%) to forty percent (40%).

3. Unit calculation for the receiving area shall be based on the requirements of the sending area zone.

G. Density transfers to the receiving area may occur without a zone change within the receiving area even though the resulting density or configuration may exceed the density limits of the receiving area zone. Other than density, the receiving area's zoning requirements apply to development in the receiving area. For instance, lot sizes may vary, but single-family zoning districts only allow single-family detached dwellings.

H. If the applicant proposes to develop within the twenty-one percent (21%) to forty percent (40%) slope area, the applicant cannot employ partial density transfers from the sending area and must propose a design, site development plans, and a grading plan that blends and harmonizes all aspects of the proposed development into the natural topography, and that minimizes road cuts and fills.

I. Non-disturb areas within a residential lot as shown on the slope analysis map shall not be used to calculate minimum lot size.

J. Disturbance standards do not apply to the city for limited city facilities~~:~~, *including roads,* trails, parks, and utilities. *New road segments may be exempt from the requirements of this Section when all of the following conditions are met:*

1. The new road segment replaces an existing public road (classified as a major collector or higher), that was built on slopes exceeding forty percent (40%); and

2. The existing road and/or connecting intersection is projected to have traffic movement or intersection level of service failures that will significantly impact existing facilities, and

3. Neither the new road segment nor the existing road segment to be replaced are adjacent to private property; and

4. The existing road segment to be replaced must be mitigated to repair exposed slopes. Mitigation shall include recontouring of any disturbed slope and revegetation. The mitigated area may include a public trail or other pedestrian access; and

5. The overall level of service of the surrounding street network will be improved by the construction of the new road segment and elimination of the existing road segment.

Hillside Ordinance Amendment

2021-ZRA-011

Proposed Language

J. Disturbance standards do not apply to the city for limited city facilities~~:~~, *including roads,* trails, parks, and utilities. *New road segments may be exempt from the requirements of this Section when all of the following conditions are met:*

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Planning Commission Recommendation

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ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 10-13A-1 OF THE ST. GEORGE CITY CODE, TO CLARIFY PROVISIONS REGARDING CERTAIN PUBLIC STREETS IN THE HILLSIDE OVERLAY ZONE.

WHEREAS, the city council has determined that it is in the best interest of the City and the public to amend provisions of city code, Title 10-13A-1 to provide standards allowing certain public streets in the hillside overlay zone to deviate from hillside standards; and

WHEREAS, after careful consideration, the city council has determined that amending Title 10-13A-1 is in the best interest of the health, safety and welfare of the citizens of St. George to provide standards for car wash facilities within the city.

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 St. George city code is hereby amended by adopting changes and revisions to Title 10-13A-1 for the protection of the City and the public, as set forth 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 2nd day of December, 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

EXHIBIT A

10-13A-1

DENSITY AND DISTURBANCE STANDARDS:

A. The hillside development overlay zone (HDOZ) limits development densities and provides specific development incentives to transfer underlying zone densities from hillsides (sending areas), to less steep slopes or more safe development areas (receiving areas), within a development.

B. For those portions of a proposed development with natural slopes twenty percent (20%) or less, development density follows the density and development standards in the underlying zone.

C. For those portions of a proposed development with natural slopes from twenty-one percent (21%) to thirty percent (30%), development activity shall not disturb more than thirty percent (30%) of the parcel within this slope category.

D. For those portions of a proposed development with natural slopes from thirty-one percent (31%) to forty percent (40%), development activity shall not disturb more than five percent (5%) of the area within this slope category.

E. A proposed development may not disturb slopes in excess of forty percent (40%).

F. The applicant may:

1. Transfer all development density from steeper slope categories (sending areas), to areas within the development with natural slopes of twenty percent (20%) or less (receiving areas); and

2. Develop additional bonus density, calculated from each slope category, as follows:

a. Natural slopes twenty percent (20%) or less transferred on a one-to-one (1:1) unit basis; plus

b. One (1) additional density unit for each density unit transferred from natural slopes of twenty-one percent (21%) to thirty percent (30%); plus

c. Two (2) additional density units for each density unit transferred from natural slopes of thirty-one percent (31%) to forty percent (40%).

3. Unit calculation for the receiving area shall be based on the requirements of the sending area zone.

G. Density transfers to the receiving area may occur without a zone change within the receiving area even though the resulting density or configuration may exceed the density limits of the receiving area zone. Other than density, the receiving area's zoning

requirements apply to development in the receiving area. For instance, lot sizes may vary, but single-family zoning districts only allow single-family detached dwellings.

H. If the applicant proposes to develop within the twenty-one percent (21%) to forty percent (40%) slope area, the applicant cannot employ partial density transfers from the sending area and must propose a design, site development plans, and a grading plan that blends and harmonizes all aspects of the proposed development into the natural topography, and that minimizes road cuts and fills.

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5. The overall level of service of the surrounding street network will be improved by the construction of the new road segment and elimination of the existing road segment.

DRAFT

Agenda Item Number: **03**

Request For Council Action

Date Submitted	11/23/2021 12:38 PM
Proposed City Council Date	12/02/2021
Applicant	RCSG, Richie Webb
Subject	Consider approval of an ordinance amending the Boulder Creek Commons (River Crossing Phase One) PD-C (Planned Development Commercial) zone for phase one of the proposed commercial development to be known as River Crossing Phase One on approximately 12.02 acres located on the southeast corner of River Road and 1450 South. Case No. 2021-ZCA-081
Background	The proposal is for a commercial development. The underlying general plan calls for a commercial (COM) land use.
Proposed Resolution Cost	Planning Commission recommended approval of the application.
Action Taken	
Requested by	Dan Boles
File Attachments	cc2021-zca-081rivercrossingphase1112321123852.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: 11/09/2021
CITY COUNCIL AGENDA REPORT: 12/02/2021

ZONE CHANGE AMENDMENT
River Crossing Phase 1
(fka Boulder Creek Commons)
Case No. 2021-ZCA-081

Background:

This is a request for an amendment to the Boulder Creek Commons PD (Planned Development). A zone change to PD was approved in 2015 and established a general layout of the property and use list. The zone change at that time anticipated a retail center which may include restaurants, a mid-size box anchor use, and other retail establishments. The site reviewed at that time was approximately 13 acres and included property on the north and south of 1450 South. A line was drawn between River Rd and 1490 E Circle delineating the commercial on the north and residential on the south (adjacent to the residential on the south and east).

With the original approval, there was a limit of three drive-through facilities on the south side of 1450 South. In September of 2020, the City Council lifted that limitation as long as certain standards are met. Staff has reviewed this application against those standards.



Current Project: This PD amendment is requested to approve a revised conceptual layout and building elevations of the site. The use list was established with the original approval, and the applicant is not seeking an amendment for any uses on the approved use list. The name has been changed from Boulder Creek Commons (and South Bridge Center) to River Crossing.

Project Name: River Crossing Phase 1

Location: The property is located on the south-east corner of River Rd and 1450 South.

Acreage: Approximately 12.4 acres

Applicant/ Representative: RCSG, Richie Webb - Representative

Current Zone: PD-C (Planned Development Commercial)

General Plan: COM (Commercial)

Adjacent Zones: North – PD-C (Commercial), South – PD-C (Commercial)/R-1-10 (Residential, Single Family), East – PD-C (Commercial), West – PD-C (Commercial)

Ordinance: This project is submitted for review in compliance with Section 10-8D-6 "Planned Development - Commercial Standards."

Site Plan: The proposed conceptual site plan shows eight buildings scattered throughout the site. The image also shows an area on the south side of the property that is hatched out. This is Phase 2 which will need future approval but is not being reviewed at this time.

The site plan depicts the parking areas are also distributed throughout the site. Buildings labeled A & B will be a bank and fast-food restaurant will seek separate approval for their elevations once they are ready. For purposes of this application, the parking has been evaluated against those particular uses.

Buildings: In total, between all of the buildings in phase one, 17 separate tenant spaces are proposed. Buildings D- East and D-West, E, F, and G are proposed to be multi-tenant buildings. The buildings range in size from approximately 2,400 sq ft on the smaller side to approximately 7,100 sq ft on the larger size.

Height: All buildings are less than the maximum 50' height requirement in the PD-C zone.

Building C – 27'	Building E – 22'
Building D West – 22'	Building F – 27'
Building D East – 24'	Building G – 22'

Parking: Based on a total of 35,100 sq ft of building space, several assumptions were made on determining the number of parking stalls needed for the site. We know that building A will be a bank and building B will be a fast-food restaurant. However, we do not know what other tenants will occupy the remaining space. The applicant has indicated that a large portion will likely be restaurant facilities. In order to ensure that there is sufficient parking for the remainder of the site, a 50% dining area was assumed for all remaining tenant space. With that, the following calculation was used:

Bldg. A	4,500 sq ft / 250 = 18 spaces
Bldgs. B-G	30,600 / 2(dining vs kitchen) = 15,300
	15,300/250 = 62 spaces (kitchen/office use)
	15,300/100 = 153 spaces (dining area)
	233 spaces required (based on all restaurant)
	265 spaces provided

Landscaping: City Code requires 15' average along the public street, as well as 5% of the parking lot. That can be an average but may not be less than six feet in width. It appears that they will be able to meet both of those standards though they will need to provide staff with exact measurements during the site plan phase of the application.

Uses: The use list was approved with the original application in 2015. The applicant has agreed that the use list is sufficient and is not asking for any revisions or additions to the approved use list.

Signs: The applicant is asking for four "pylon" signs, two on each street frontage and four "ground" signs: two on 1450 South, one on the corner of River Rd and 1450 South and one on River Road. The pylons exceed the height requirements at 25' but the ground signs would be four feet tall which doesn't require any special consideration. They have not submitted specific details on the signs. Those details would be reviewed at the time a sign permit is submitted.

Planning Comments: Planning Commission held a public hearing on the proposed PD amendment and received mostly positive feedback. The Planning Commission recommends approval with conditions.

1. The access to the parking field between buildings G and H on the landscape plan be reduced from two access points to one.
2. that the applicant agreed to put in as a private drive access the access that is located south of future building H for use as a full access until such time as the second phase is developed.

Department Comments:

Sewer/Water

1. No comments were received from sewer or water.

Power

1. The subject property is in Dixie Power's service area. The applicant will need to work with them for power services.

Engineering

1. No comments were received by Engineering.

Parks

1. Parks did not have any comments on this project.

Fire

1. No comments on this application.

Planning

1. Subsequent phases will need to pursue a zone change/amendment prior to further development.
2. Buildings A&B will be required to amend the PD for their specific sites.
3. The project will now be referred to as River Crossing.

Other Comments:

1. Roadway(s) - The developer will be responsible for installing roadway improvements as necessary along River Road and 1450 South as determined by the city engineer.

2. Design – Conceptual building elevations, colors, and materials have been provided for review and discussion.

3. SPR – Future site plan review applications and plans shall be submitted and approved by staff.

4. Phasing – Approvals are for phase one only. Future phases will require another review.

5. Lighting – A preliminary lighting plan has been submitted but a full photometric plan will be required to accompany the site plan.

6. Landscaping - With the submittal of a site plan application, a landscape and irrigation plan will be required. A conceptual

landscape plan has been submitted for initial review and attached to this staff report.

7. Buildings – Renderings of the buildings have been submitted and attached to this staff report.
8. Residential Protection – For future phases, where a PD-commercial development adjoins any lot or parcel of ground in any residential zone, there shall be provided along the adjoining property line a solid masonry wall and a minimum ten foot (10') wide planting strip. This is for future phases and does not apply to this application.

Alternatives:

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

Possible Motion:

"I move that we approve the zone change amendment for the Boulder Creek Commons/River Crossing PD zone as presented, case no. 2021-ZCA-081, based on the findings and subject to the conditions and comments listed in the staff report."

Findings for Approval:

1. The proposed amendment meets the requirements of the original zone change as approved by City Council.
2. There will be adequate parking on site to facilitate the development.

Exhibit A
Approved Use List

Boulder Creek Commons (North & South)

(16.64 acres)

"USE LIST"

Note: Future ZCA (Zone Change Amendments) may be submitted for additional uses not listed below on a case by case basis

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

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

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

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

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

Non-Industrial Manufacturing (in shop)
Candy Shop

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

Retail Sales (indoors)
Antique store
Athletic & sporting goods
Bookstore
Department store
Drive-thru sales (pharmacy, dairy, etc.)
Florist
Furniture
Appliances
Office supplies
Paint or wall paper
Pharmacy
Retail goods establishments
Super market / grocery
Gas Station
Convenience market with gas pumps

Service Business (indoor only)
Barber Shop
Beauty Shop (incidental body piercing)
Carpet & rug cleaning
Child nursery, day care, preschool (limited outdoor with staff approval)
Educational institutions, schools, college, learning center, trade school
Janitor service & supply
Laundry or dry cleaners
Locksmith
Mail service
Massage establishment
Permanent cosmetics (as a secondary use to barber shop or beauty shop)
Pest Control
Pet grooming
Printing

Exhibit B
Applicant's Narrative

Overview - Proposed River Crossing Development

Submitted to St. George City

Project Description

River Crossing is a multi-phased commercial retail development planned at the corner of River Road and 1450 South in St. George, Utah. The property is to be developed as a neighborhood community shopping center consisting of eight (8) buildings in the first phase and three (3) additional buildings in the second phase. The submitted site plan depicts the proposed buildings with buildings C, D-West and D-East, E, F and G as part of phase I while H, I and J proposed for the second phase. The first phase of the project also contemplates doing a ground lease for Building B and to sell off the ground for Building A. The A and B tenants will bring in their plans to the City separately.

The building square footage for the first phase is approximately 26,000 square feet (excluding A & B), while the second phase will be approximately 55,000 square feet.

The breakdown of uses by building is as follows:

- Building A – Credit Union with Drive Thru
- Building B – Fast Food with Drive Thru
- Building C – Two separate units. West Side 2,400 square feet (Food) with drive thru side and East Side at 2,200 square feet of retail on the east side
- Building G – 2,400 square feet. Food and Beverage with Drive Thru
- Building D West – 3,600 square feet. Food with one tenant drive through
- Building D East – 4,800 square feet food with no drive through
- Building E – Two separate units. West side at 2,000 square feet (Food) with drive thru. East side at 1,500 square feet, non-food service with drive thru.
- Building F – 7,100 square feet with option for up to five tenants. Tenant on the north edge will be healthy drinks and snacks in 1,500 square feet while the remainder of the spaces will be standard retail or services.

We are not proposing any additions to the “Use List” that had been previously approved for the site which was at the time of approval referred to as Boulder Creek Commons. (See attached).

Exhibit C
PowerPoint Presentation

RIVER CROSSING PHASE ONE

(FKA BOULDER CREEK COMMONS)

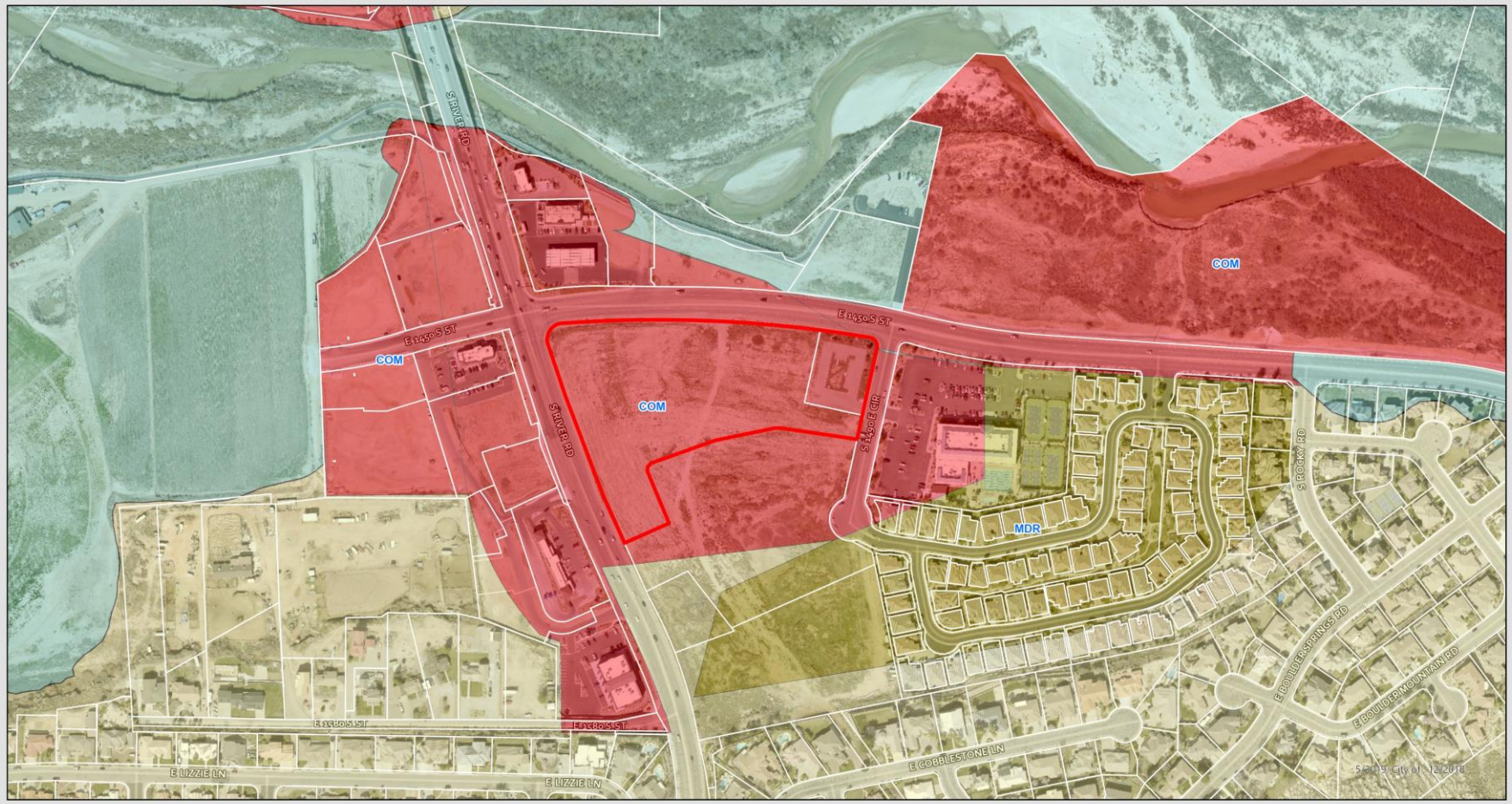


2021-ZCA-081

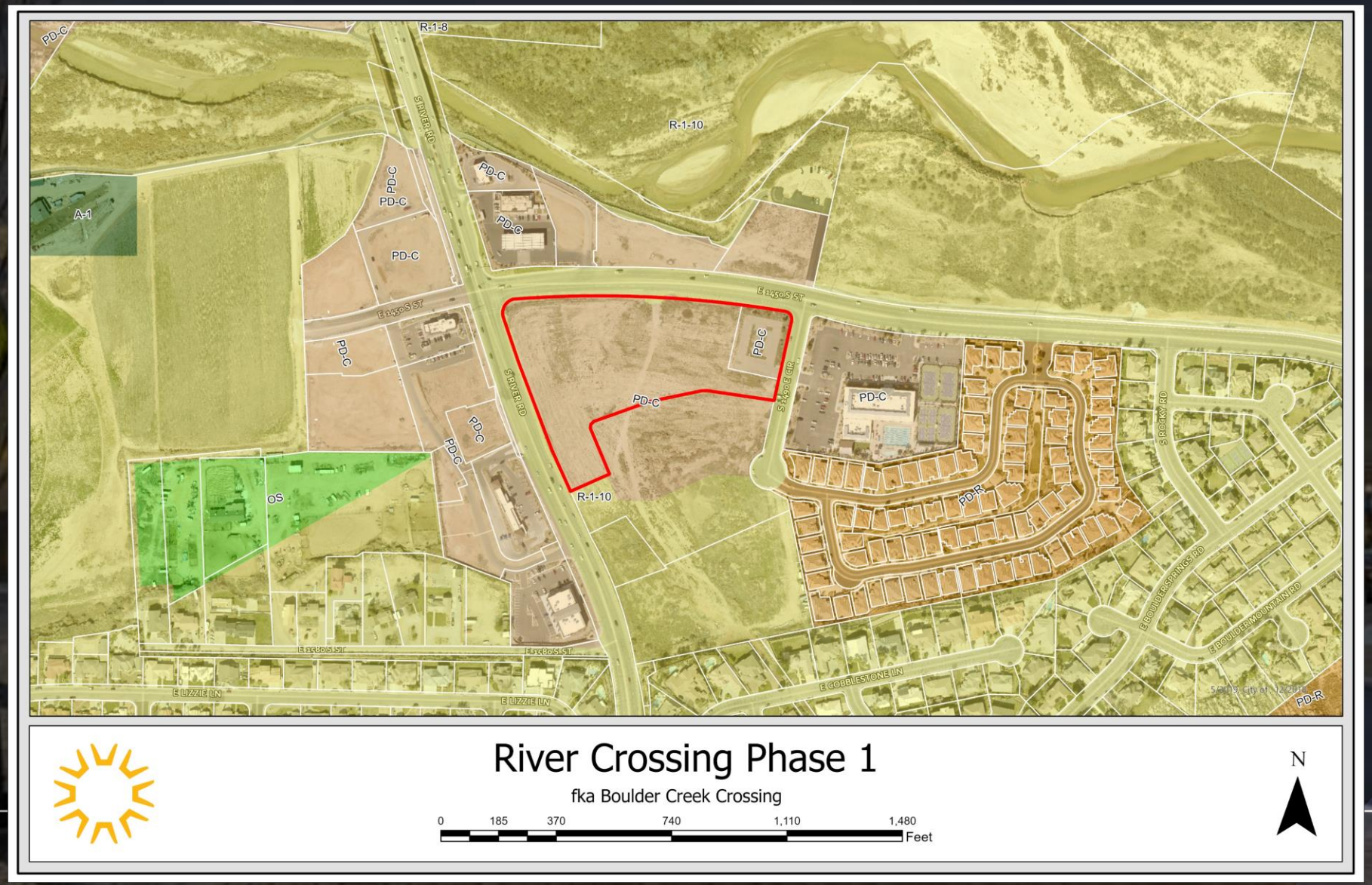
Aerial Map


S RIVER RD
E 1450 S ST
E 1450 S ST
S RIVER RD
S 1450 E CIR
S ROCKY RD
E BOULDER SPRINGS RD
E BOULDER MOUNTAIN RD
E 1430 S ST
E 1430 S ST
E LIZZIE LN
E LIZZIE LN
E COBBLESTONE LN
River Crossing Phase 1
fka Boulder Creek Crossing
0
185
370
740
1,110
1,480
Feet
N

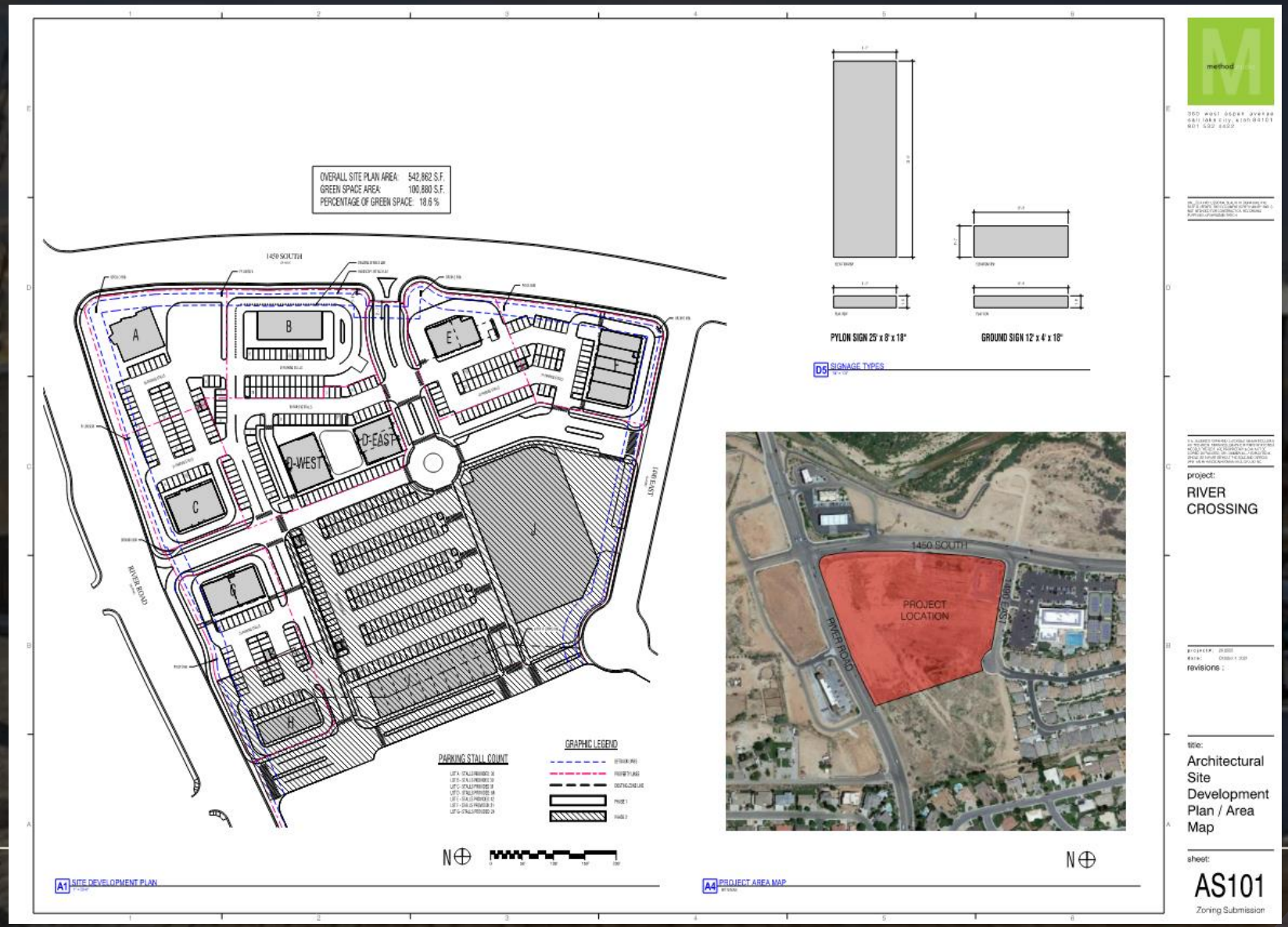
Land Use Map


S RIVER RD
E 1450 S ST
COM
COM
COM
MDR
S ROCKY RD
E BOULDER SPRINGS RD
E BOULDER MOUNTAIN RD
E COBBLESTONE LN
E LIZZIE LN
E LIZZIE LN
River Crossing Phase 1
fka Boulder Creek Crossing
0
185
370
740
1,110
1,480
Feet
N

Zoning Map


River Crossing Phase 1
fka Boulder Creek Crossing
0 185 370 740 1,110 1,480
Feet
N
PD-C
R-1-8
R-1-10
A-1
OS
PD-R
S RIVER RD
E 1450 S ST
E LIZZIE LN
E COBBLESTONE LN
S MOOSE CIR
S ROCKY RD
E BOULDER SPRINGS RD
E BOULDER MOUNTAIN RD

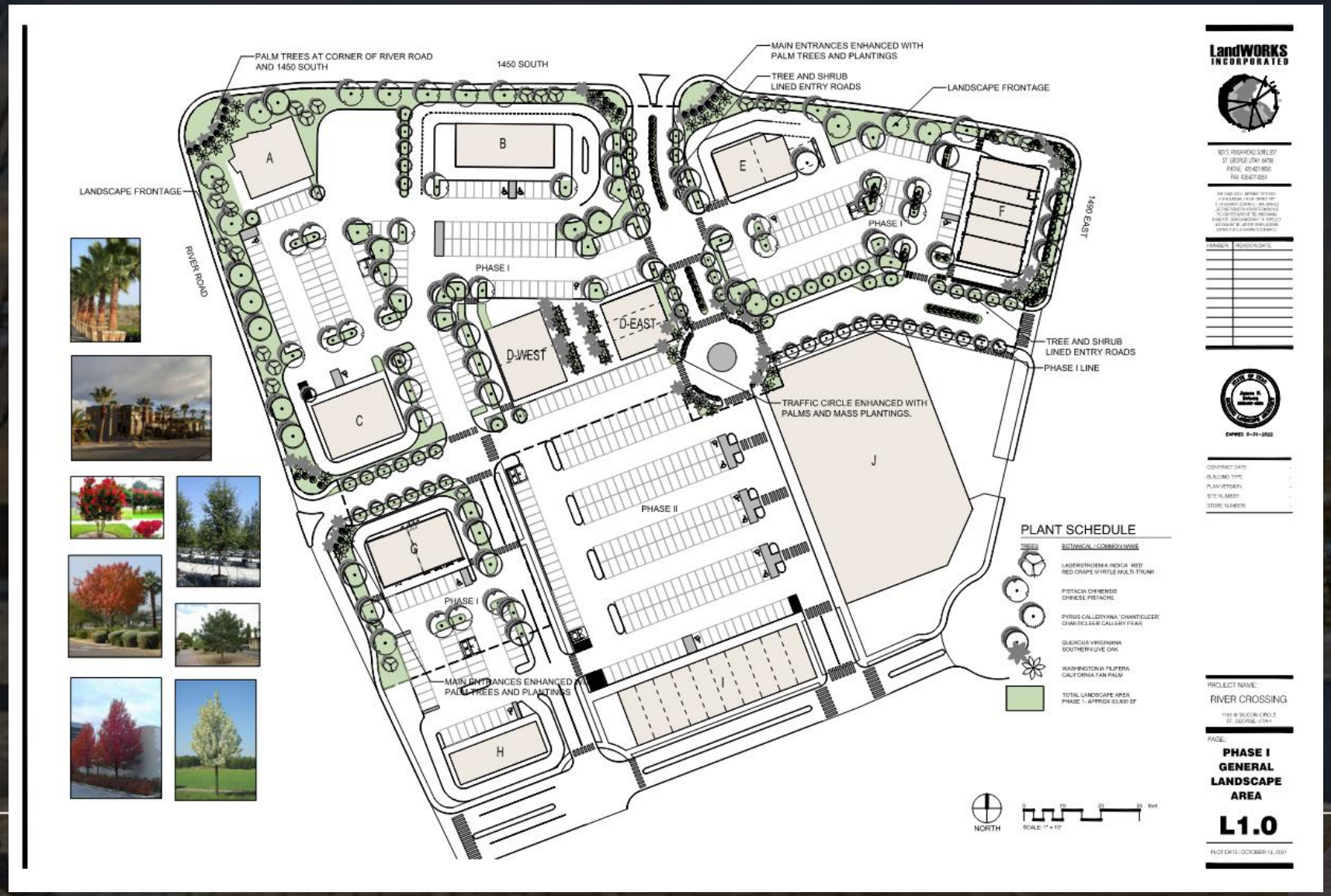
Site Plan


OVERALL SITE PLAN AREA: 542,862 S.F.
GREEN SPACE AREA: 100,880 S.F.
PERCENTAGE OF GREEN SPACE: 18.6 %
1450 SOUTH
A
B
C
D-EAST
D-WEST
E
F
G
H
J
RIVER ROAD
1300 EAST
PARKING STALL COUNT
GRAPHIC LEGEND
N
A1 SITE DEVELOPMENT PLAN
PYLON SIGN 25' x 8' x 18"
GROUND SIGN 12' x 4' x 18"
D5 SIGNAGE TYPES
PROJECT LOCATION
1450 SOUTH
RIVER ROAD
1300 EAST
N
A4 PROJECT AREA MAP
method
project:
RIVER CROSSING
revisions :
title:
Architectural Site Development Plan / Area Map
sheet:
AS101
Zoning Submission

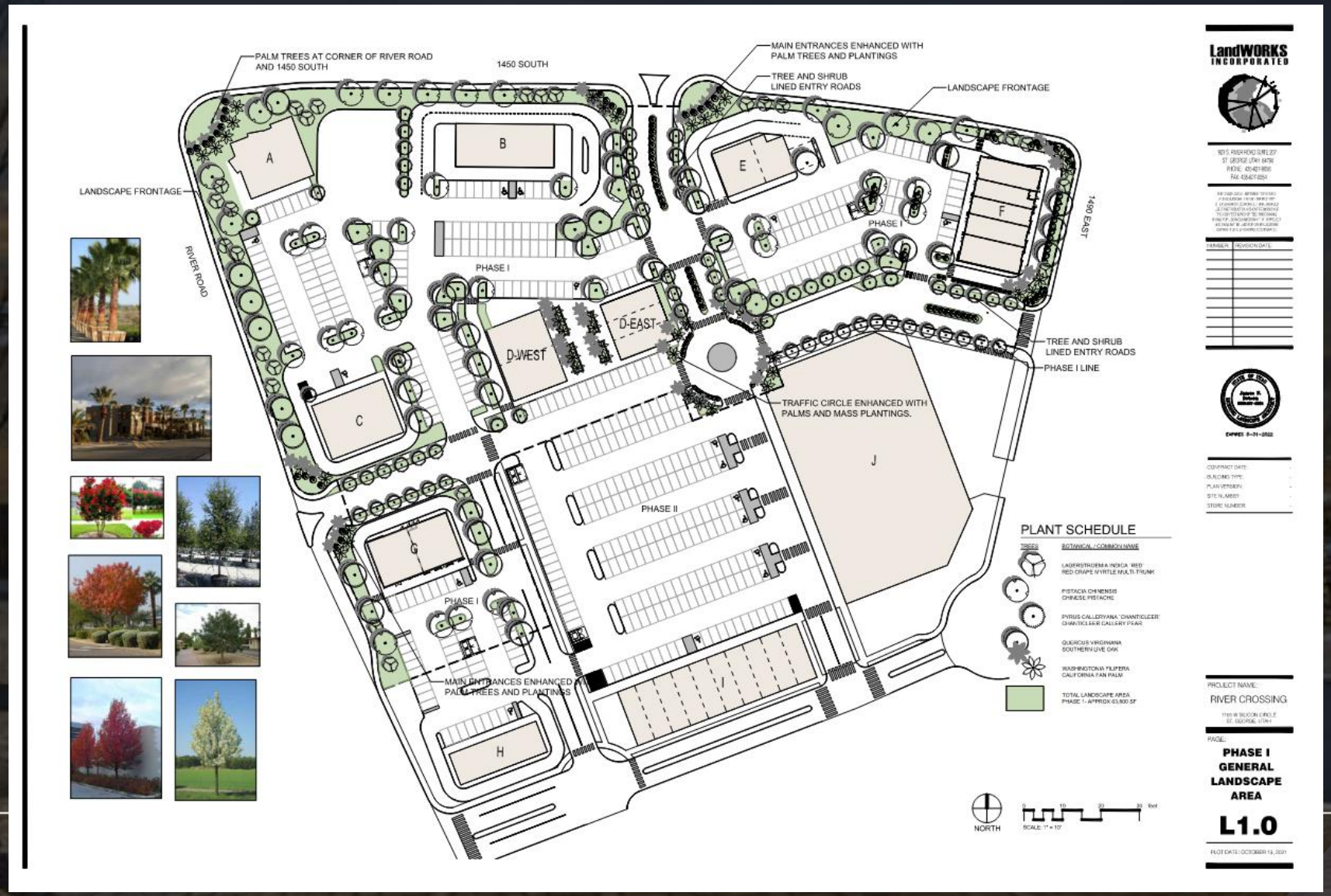
Site Plan (After PC Meeting)



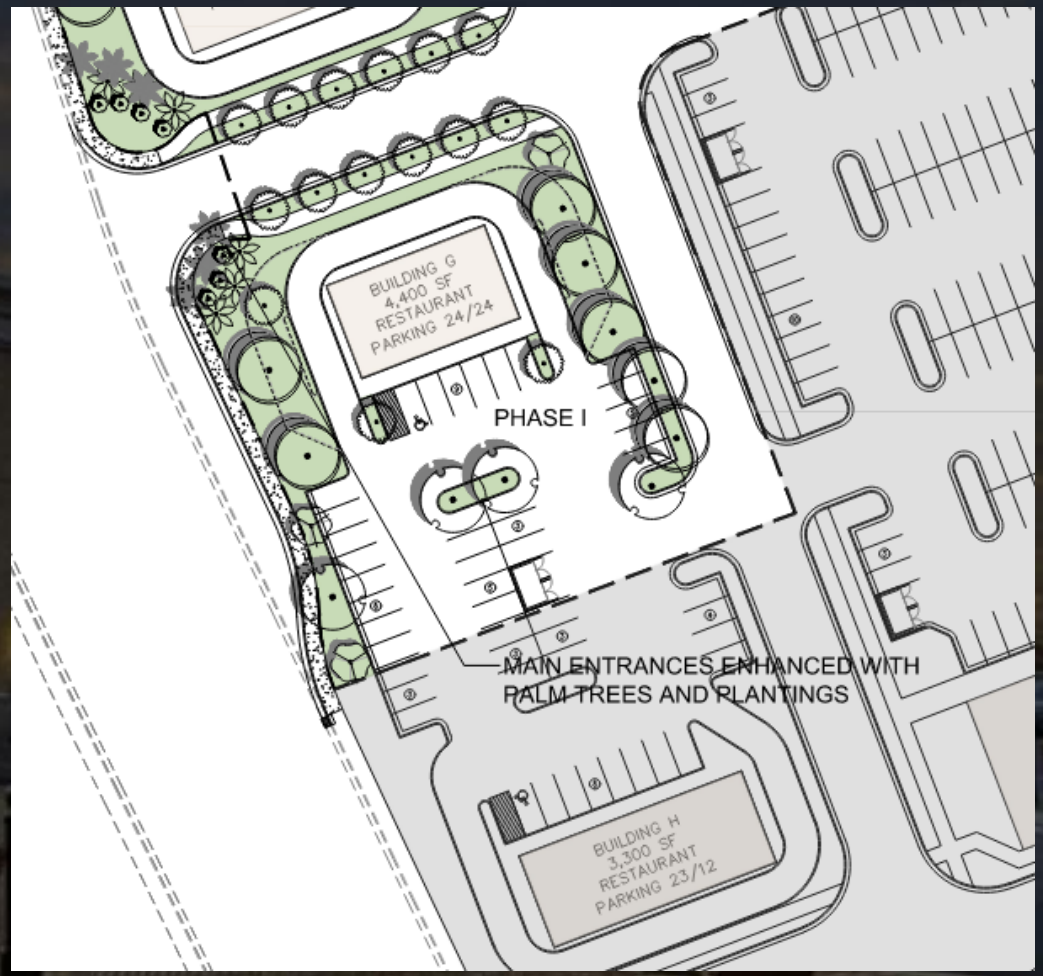
Conceptual Landscape Plan



Conceptual Landscape Plan

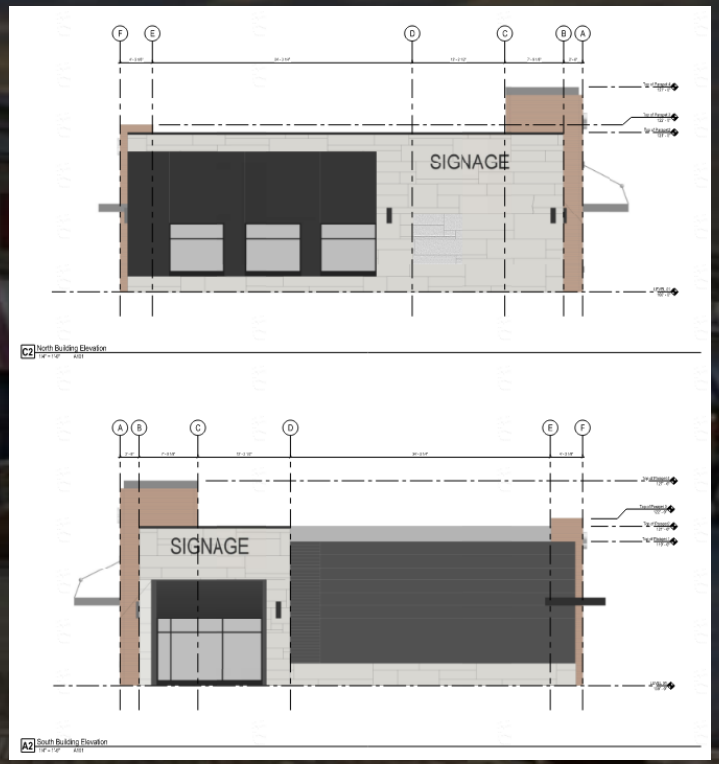


Conceptual Landscape Plan (After PC Meeting)



Building C

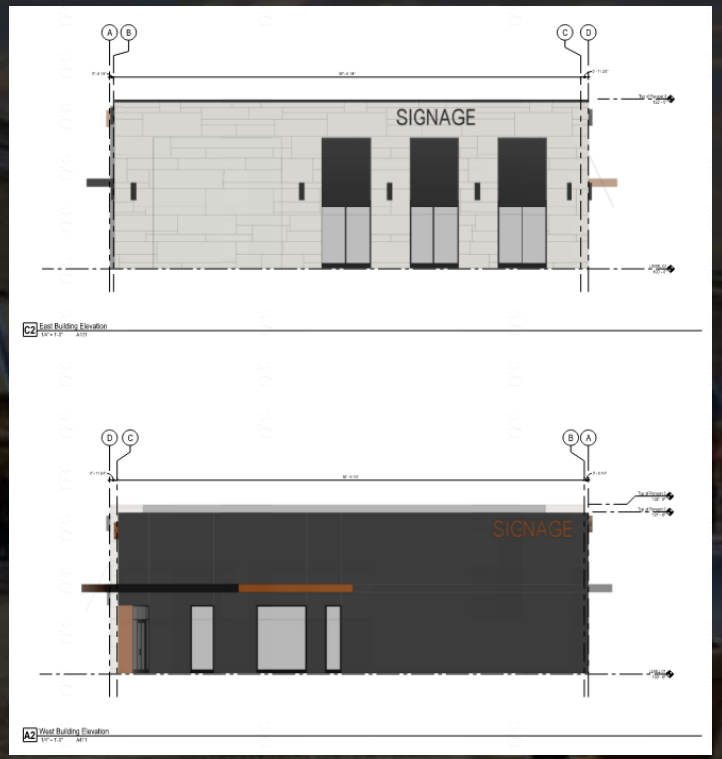

SIGNAGE
C1 East Building Elevation
SIGNAGE
A1 West Building Elevation


SIGNAGE
C2 North Building Elevation
SIGNAGE
A2 South Building Elevation


SIGNAGE
SIGNAGE
C1 Building C Front Perspective
SIGNAGE
SIGNAGE
2 Building C Back Perspective

Building D (West)







Building D (East)

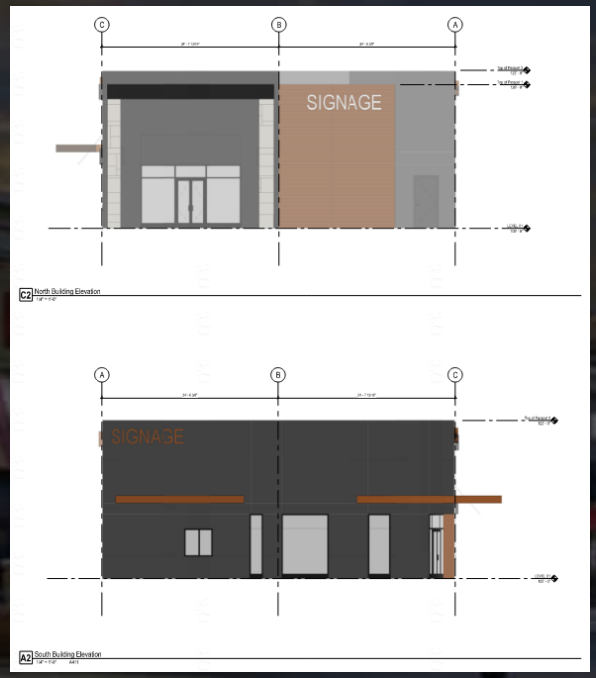






Building E

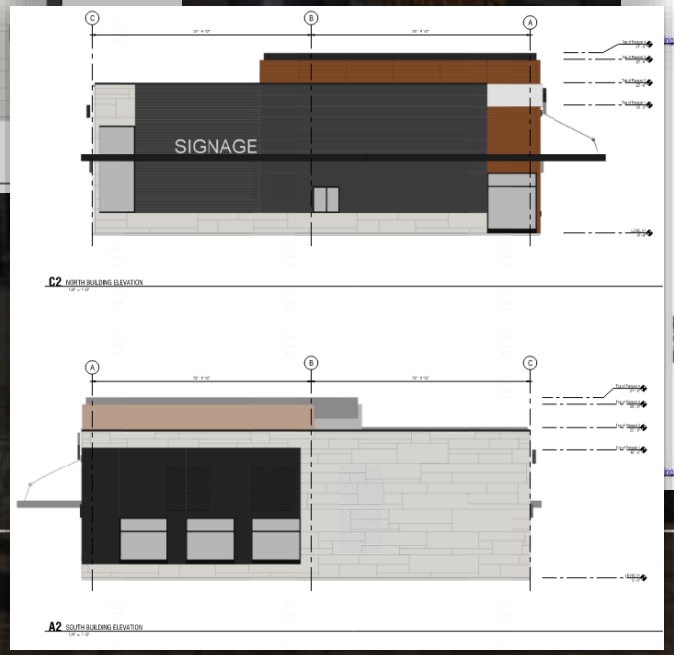

SIGNAGE
SIGNAGE
SIGNAGE
C1 West Building Elevation
A1 East Building Elevation


SIGNAGE
SIGNAGE
C2 North Building Elevation
A2 South Building Elevation


SIGNAGE
SIGNAGE
SIGNAGE
C1 Building E Front perspective
A1 Building E Back perspective

Building F

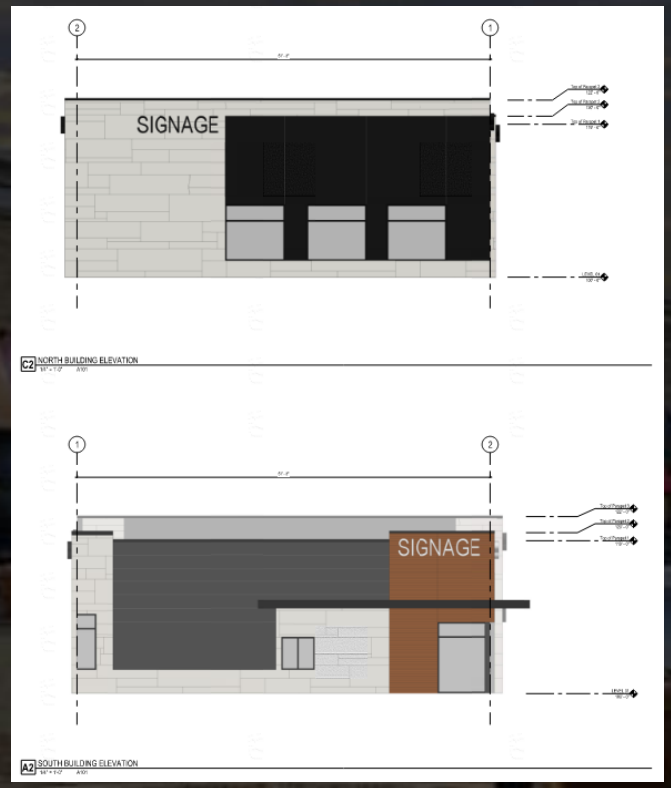

SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
C1 EAST BUILDING ELEVATION
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
A1 WEST BUILDING ELEVATION


SIGNAGE
C2 NORTH BUILDING ELEVATION
A2 SOUTH BUILDING ELEVATION


SIGNAGE
SIGNAGE
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SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE
SIGNAGE

Building G


SIGNAGE
SIGNAGE
C1 WEST BUILDING ELEVATION
SIGNAGE
SIGNAGE
A1 EAST BUILDING ELEVATION


SIGNAGE
C2 NORTH BUILDING ELEVATION
SIGNAGE
A2 SOUTH BUILDING ELEVATION


SIGNAGE
SIGNAGE
C1 Building G Front perspective
SIGNAGE
SIGNAGE
SIGNAGE
A1 Building G Back perspective

Approved Use Table

Boulder Creek Commons (North & South)
(16.64 acres)
"USE LIST"

Note: Future ZCA (Zone Change Amendments) may be submitted for additional uses not listed below on a case by case basis

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

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

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

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

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

Non-Industrial Manufacturing (in shop)
Candy Shop

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

Retail Sales (indoors)
Antique store
Athletic & sporting goods
Bookstore
Department store
Drive-thru sales (pharmacy, dairy, etc.)
Florist
Furniture
Appliances
Office supplies
Paint or wall paper
Pharmacy
Retail goods establishments
Super market / grocery
Gas Station
Convenience market with gas pumps

Service Business (indoor only)
Barber Shop
Beauty Shop (incidental body piercing)
Carpet & rug cleaning
Child nursery, day care, preschool (limited outdoor with staff approval)
Educational institutions, schools, college, learning center, trade school
Janitor service & supply
Laundry or dry cleaners
Locksmith
Mail service
Massage establishment
Permanent cosmetics (as a secondary use to barber shop or beauty shop)
Pest Control
Pet grooming
Printing

Site Photos



Site Photos



Materials Board



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE BOULDER CREEK COMMONS (RIVER CROSSING) PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APPROXIMATELY 12.02 ACRES, LOCATED GENERALLY ON THE SOUTH-EAST CORNER OF RIVER RD AND 1450 SOUTH, AND TO APPROVE CONCEPTUAL LAYOUT, ELEVATIONS, SITE PLAN, AND LANDSCAPING.

(*RIVER CROSSING PLANNED DEVELOPMENT)*

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) zone on approximately 12.02 acres, located on the south-east corner of River Rd and 1450 South. The review includes the conceptual layout, elevations, site plan, and landscaping; and

WHEREAS, the Planning Commission held a public hearing on this request on November 9, 2021; and

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

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment to the PD-C (Planned Development Commercial) zone, on 12.02 acres, located generally on the south-east corner of River Rd and 1450 South. The property affected by this zone change amendment is more specifically described on the legal description, Exhibit "A," attached hereto and incorporated herein. The Planned Development Commercial project is approved, including the conceptual layout, elevations, site plan, landscaping and parking. The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 2nd day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

River Crossing - Phase One Zone Change

Beginning at a point on the westerly line of 1490 East Circle, said point being South 00°32'03" West 4,313.40 feet along and beyond the section line and West 704.89 feet from the Northwest Comer of Section 33, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 12°23'15" West 419.16 feet along the easterly line of 1490 East Circle to the northwesterly comer of Boulder Springs Villas Phase 3;
thence southerly the following (5) descriptions along the westerly line of said Boulder Springs Villas Phase 3;
thence Southwest 17.91 feet along an arc of a 20.00 foot radius curve to the right (center bears North 77°36'45" West, long chord bears South 38°02'47" West 17.32 feet with a central angle of 51°19'04");
thence South 116.26 feet along an arc of a 60.00 foot radius curve to the left (center bears South 26°17'41" East, long chord bears South 08°11'44" West 98.91 feet with a central angle of 111°01'10");
thence South 65°44'38" West 113.77 feet;
thence South 68°30'57" West 237.82 feet;
thence South 60°20'23" West 87.89 feet;
thence South 68°30'57" West 114.41 feet to the easterly line of River Road;
thence northerly the following (3) descriptions along said easterly line of River Road;
thence North 23°57'21" West 281.80 feet;
thence North 332.44 feet along an arc of a 2,814.93 foot radius curve to the right (center bears North 66°02'39" East, long chord bears North 20°34'21" West 332.25 feet with a central angle of 06°46'00");
thence North 17°11'21" West 215.77 feet;
thence North 20°44'15" East 32.61 feet to the southerly line of 1450 South Street;
thence easterly the following (12) courses along said southerly line of 1450 South Street and the westerly line of 1490 East Circle;
thence East 14.06 feet along an arc of a 34.11 foot radius curve to the right (center bears South 29°12'25" East, long chord bears North 72°35'53" East 13.96 feet with a central angle of 23°36'36");
thence North 82°51'26" East 16.67 feet;
thence East 68.96 feet along an arc of a 2,709.00 foot radius curve to the right (center bears South 07°09'02" East, long chord bears North 83°34'43" East 68.96 feet with a central angle of 01°27'31");
thence East 179.27 feet along an arc of a 2,709.18 foot radius curve to the right (center bears South 01°51'19" East, long chord bears South 89°57'34" East 179.23 feet with a central angle of 03°47'29");
thence East 143.08 feet along an arc of a 2,697.00 foot radius curve to the right (center bears South 01°54'02" East, long chord bears North 89°37'09" East 143.07 feet with a central angle of 03°02'23");
thence Southeast 29.86 feet along an arc of a 19.00 foot radius curve to the right (center bears South 01°08'21" West, long chord bears South 43°50'26" East 26.88 feet with a central angle of 90°02'26");
thence South 88°49'13" East 55.00 feet;
thence North 01°10'44" East 4.61 feet;
thence Northeast 62.00 feet along an arc of a 27.50 foot radius curve to the right (center bears South 88°49'16" East, long chord bears North 65°45'51" East 49.68 feet with a central angle of 129°10'13");
thence East 30.55 feet along an arc of a 48.50 foot radius curve to the left (center bears North 40°20'58" East, long chord bears South 67°41'40" East 30.05 feet with a central angle of 36°05'16");
thence East 321.94 feet along an arc of a 2,697.00 foot radius curve to the right (center bears South 04°15'41" West, long chord bears South 82°19'08" East 321.75 feet with a central angle of 06°50'22");
thence Southeast 39.83 feet along an arc of a 25.00 foot radius curve to the right (center bears South 11°06'03" West, long chord bears South 33°15'21" East 35.75 feet with a central angle of 91°17'11") to the Point of Beginning.

Containing 523,506 square feet or 12.02 acres.



River Crossing Phase 1

fka Boulder Creek Crossing

0 215 430 860 1,290 1,720

Feet

N

DRAFT

Agenda Item Number: **04**

Request For Council Action

Date Submitted	09/28/2021 01:13 PM
Proposed City Council Date	10/07/2021
Applicant	SunRiver Leasing, LLC
Subject	Consider approval of an ordinance amending the Atkinville Interchange Area Commercial zone for a conceptual site plan, elevations, and colors and materials to be known as SunRiver Patio Furniture on approximately 5.06 acres located south of Nighthawk Drive, west of Pioneer Road and east of Sand Piper Drive. Case No. 2021-ZCA-062
Background	The proposal is for a new 96,158 square foot commercial patio furniture building. The underlying general plan is COM (Commercial). The Planning Commission recommended approval.
Proposed Resolution Cost	Planning Commission recommends approval.
Action Taken	tabled
Requested by	Carol Davidson
File Attachments	ccpacketsunriverpatiofurniture092821131338.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM
Zone Change Amendment

PLANNING COMMISSION AGENDA REPORT: 9/14/2021
CITY COUNCIL AGENDA REPORT: 10/07/2021

SunRiver Patio Furniture Zone Change Amendment (Case No. 2021-ZCA-062)		
Request:	To amend the Atkinville Interchange Area Commercial PD-C for a new 96,158 square foot patio furniture building	
Applicant:	SunRiver Leasing, LLC	
Representative:	Christopher Webb, VCBO	
Location:	The property is located on the south side of Nighthawk Drive, Pioneer Road, and Sand Piper Drive	
General Plan:	COM (Commercial) and BP (Business Park)	
Existing Zoning:	PD-C (Planned Development Commercial)	
Surrounding Zoning:	North	PD-C (Planned Development, Commercial)
	South	PD-C (Planned Development, Commercial)
	East	PD-C (Planned Development, Commercial)
	West	PD-R (Planned Development, Residential)
Land Area:	Approximately 5.06 acres	



BACKGROUND:
The applicant is proposing to amend the Atkinville Interchange Area Commercial PD (Planned Development) for the purpose of adding a new 96,158 square foot patio furniture building on approximately 5.06 acres. The building will be designed for C-2 commercial uses as allowed in the Atkinville Interchange Area Zone Plan. The project will largely be owner occupied, with a patio furniture store. Three of the bays will be built as shells only with the interior finishes coming at a later time. The parking calculations have been determined based on office and showroom use shown below. With the majority of the shell being dedicated to showroom use, the uncompleted shells will be limited in their uses.

For this location, the parking calculations have been determined as follows:
Office (1 per 250 sf with 5,411 sf of office space) 22 stalls
Showroom (1 per 600 sf with 90,747 sf of showroom space) 152 stalls
Total: 174 stalls

There are **187** proposed parking stalls for this project, which makes them 13 stalls over the required parking stalls. However, they will be credited six parking stalls for providing landscaped terminal islands. This gives them a total of 19 stalls over the required parking stalls.

Please see the table below for the zoning requirements.

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks	10-8D-6	The site plan provided has the setbacks as: Pioneer Rd. 92.80’ Nighthawk Dr. 96.50’ Sand Piper Dr. 40.77’ Interior 40.27’	Pioneer Rd. and is classified as a minor arterial road. The required setbacks are: Pioneer Rd 25’ Sand Piper Dr 30’ Nighthawk Dr. 20’ Interior 0’ The site plan provided meets the setback requirements.
Temporary Buildings, including Cargo Containers	10-8-4	No temporary buildings are requested	N/A
Pedestrian Circulation Plan	10-8-6	No pedestrian circulation plans shown	The applicant will be required to provide safe pedestrian access to this development.

			This will include pedestrian access from public right-of-ways to the building entrances.
Uses	10-8D-2	Parking is based on showroom and office uses	These uses meet the PD use list.
Height and Elevation	10-8D-6	35’	The height meets the PD requirements (35’ maximum)
Phasing Plan	10-8D-2	No phasing proposed	No comment
Landscape Plan	10-8D-2	Conceptual landscape plan provided	The landscaping along all three roads will need to average 15’ of landscaping. The site plan shows 10’ of landscaping along Sand Piper Drive. This will need to be increased to 15’. The landscaping along the other two roads meets regulations.
Utilities	10-8D-2	Conceptual Shown	Utilities are sufficient
Signs	10-8D-2	No Signs are proposed	Signs will be approved through the building permit process and will match the Atkinville Sign Plan.
Lighting	10-8D-2	A preliminary photometric plan is included	The photometric plan provided does not meet regulations and will be required to be 1.0- or lower-foot candles at the property lines
Lot Coverage	10-8D-6	Conceptual plan shown	The site plan meets regulations at less than 50%
Solid Waste	10-8D-6	The applicant shows one solid waste location on the site plan.	The landscape plan does not show the solid waste, it will need to be updated for the site plan review process. The solid waste will need to be enclosed with a site-obscuring fence or wall.
Buffer - Protection of Residential Property	10-8D-6	Conceptual landscape plan shows 10’ of landscaping, but no wall	They will be required to put in a 15’ landscaping strip and a 6’ solid wall on the building side of the landscape strip along Sand Piper Dr.
Overlay Zones	10-13	N/A	N/A
Parking	10-19-5	187 parking stalls	The plan meets the

			requirements.
EVCS And Bike Parking	10-19-6	No bike parking or conduit for electric parking stations are shown	They will be required to provide at least two bike parking spaces and will be required to provide conduit for future electric charging stations to at least two parking spaces.

RECOMMENDATION:
Planning Commission recommended approval of the Atkinville Interchange Area Zone Change Amendment for the SunRiver Patio Furniture project with the following condition:

1. During the site plan review, the project meets all applicable zoning regulations.

ALTERNATIVES:

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

POSSIBLE MOTION:
I move we approve the Atkinville Interchange Area Zone Change Amendment for the SunRiver Patio Furniture project with the condition outlined in the staff report.

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the requirements of the original zone change as approved by City Council.
2. There will be adequate parking on site to facilitate the development.

Exhibit A
Applicants Narrative

August 24, 2021
City Planning Department
175 East 200 North

Re: Sun River Patio Furniture Project Narrative

This project consists of a 96,158 sf Tilt Building designed to be leased to retail and service uses. It understood that all uses must comply with the C2 zone. Parking calc has been based on Furniture, Appliance Sales or other similar style uses and has been listed on the site plan. This project will be largely owner occupied
with three central bays being left as shell only to allow for leasing flexibility.

Exhibit B
Citizen's Comments

September 20, 2021

To: City of St George

Senior Planner, Carol Davidson
Mayor, Michele Randall
Council Member Curtis Vandell
Council Member Jimmie Hughes
Council Member Danielle Larkin
Council Member Greg McArthur
Council Member Brian Smethurst

Re: Sun River St George resident request for City to **revisit** September 14th approved zoning amendment for the Atkinville Interchange Area Commercial PD. Zoning amendment Applicants are Sun River Patio Furniture and Sun River Flex Commercial. Your meeting Thursday September 23rd, 2021.

Our concerns are as follows: In summary area residents are concerned for the health and welfare of the people living in Sun River and particularly surrounding the area of the "bird's nest". The current plan allows for entrances along Sandpiper Drive. In addition to the business traffic, the current plan would push traffic into the adjacent neighborhood. This would negatively impact bike and pedestrian usage and create a safety hazard for our residents. We would like to request the developer and the City Council to address the street access to the new buildings be ONLY along Pioneer Road and the less impacted street Nighthawk.

Detailed concerns as follows:

1.) Carol Davidson has written that "anywhere these properties abut residential zones they will be required to put in a 6' wall and a 10' landscaping strip as a "buffer". It appears that cutting into the buffered "zone" along Sandpiper Road for ingress into the new buildings, will certainly affect that "buffer" and reduce the benefit supposedly put in place for our resident's quiet appreciation of our neighborhood. Sandpiper has always been considered a "residential street" by our community and not a street commonly used for commercial traffic.
2.) We will need to verify for our own interests who maintains the Sandpiper Road, in other words what entity owns and has responsibility for maintenance of Sandpiper Road. Is there authority for the City to make legal determinations along this street?
3.) We are concerned that access by commercial vehicles (semi's etc.) onto Sandpiper Road will be a hazard to our residents, when turns onto Sandpiper from Bluegrass Way are attempted (corner by the Fire Station). That turn appears to be very "tight" and larger vehicles are likely to have to cross normal street divided traffic lines in order to make the turn – this puts residents at risk as this is very much a "walking" community along with bike riders etc.

Please remember in a very big way that our residents are all older citizens of St George and live in an "over 55" neighborhood. This neighborhood was intended to be even more protective than a regular neighborhood because of natural aging conditions some more extreme than others – we want our residents of all stages in life to feel safe enjoying their walks and outside activities. Any access to the new buildings along Sandpiper Rd will increase safety concerns for our residents and take away from the protections and safety within our existing community.

We appreciate your anticipated attention to our concerns.

Roberta & Bob DiFranco
1199 W Blue Wren Dr
St George, Utah 84790 435-574-1088.

MARK & KAREN FISHER
[redacted]
St. George, UT 84790
[redacted]

September 8, 2021

City of St. George, Planning Commission:
Mr. Nathan Fisher
Ms. Elise West
Mr. Ray Draper
Mr. Steve Kemp
Ms. Natalie Larsen
Ms. Emily Andrus

City of St. George, Senior Planner:
Carol Davidson

175 East 200 North
St. George, UT 84770

Re: Request to Amend the Atkinville Interchange Area Commercial PD:
Case No. 2021-ZCA-062 and Case No. 2021-ZCA-063

Dear Planning Commission,

We are the homeowners in the SunRiver community that adjoins the properties included in the aforementioned Case Numbers that have applied for a zoning change. We will be traveling and, therefore, not able to attend the meeting on September 14, 2021 to address you in person but find it very important to contribute our comments for consideration.

First, we would like to address the property owner letter notification. We are not familiar with the time allotment that the law provides for this type of notice to homeowners, but respectively want to say that an important notification like this requires time to assess. The letter is dated September 1st, it arrived in our mailbox on September 5th, giving our community 10 days to review what is being presented. Karen is a former commercial real estate agent with experience in this type of matter but with personal commitments scheduled, this hardly gives us or a non-experienced person time to understand the matter. It also was delivered during a holiday period and many are traveling and will not see a notice that is delivered in the mail. But we do appreciate the notification.

The notice advises property owners that the meeting on September 14th is to approve the design and site plan for these Cases. However, the notice does not provide access to view these items which does not allow the community time to review and discuss. With this in mind, many questions have been raised that the community needs answered and also provided time to review them as a whole. Following is a list of our concerns that need assessment:

- Traffic - what are the estimated numbers and what is the planned ingress, egress and regress? Will there be a traffic light at the intersection at Pioneer/Nighthawk? Will there still be access into the adjoining SunRiver community from Nighthawk? Will there be controls to keep the non-residents from accessing and traveling through the neighborhood? How many cars will the parking lot accommodate?
- Are they single or multi-story buildings?
- What will the zoning change allow for business hours? Will they be open 7 days a week including holidays?
- Landscaping - what is the proposed landscaping? Is there a buffer from Sand Piper and Nighthawk?
- Lighting - how will the parking lot and landscaping be lit? What is the effect on the night sky? Will there be security lighting on the buildings? Will there be street lights and what type of lighting?
- Signage - what signage will be allowed? On the doors only, on the building, with a standalone sign, etc?
- Will businesses, if retail, be allowed to stage products at their front doors or use the parking lot for the same?
- What is the perimeter fencing aesthetic, the height, location, etc?
- What is the definition of the flex building project? In our experience, this comes with a variety of designs. Many in the community are concerned with the aesthetic of the design including warehouse doors and the types of businesses that would be located here. Residential communities generally do not appreciate the look of warehouse doors as those are located in a more industrial setting. The types of businesses needing an office/warehouse design generally can be plumbing, construction, etc. with commercial style trucks loading and unloading.
- What is the impact on our home values?

The list above is not inclusive of all of the concerns, we are sure that others may raise some additional ones but our list is provided to make the point that as of September 14th, there are many unanswered issues for the SunRiver community.

We believe the community is very desirous to see the surrounding vacant properties developed but respectively asks the Commission to consider the type of the development and whether it befits a 55+ age restricted community need or service. As an example, a micro-community concept that provides personal type service businesses such as a barbershop, gift store, coffee shop, etc. would be well received. Many have been hoping for a grocery store in the area but

due to the commercial nature of the loading and unloading at warehouse doors, it may be best suited in the property next to I-15.

SunRiver residents have many ideas that in our experience would be better suited than what is being proposed. We would be happy to work with the Commission to devise concepts that developers could bring to the table that would be more accepting. It could save a lot of time and frustration for everyone involved and help residents show support for the progress that we all want to see made.

Thank you for your thoughtful consideration in these very important matters about our future property values and quality of life. Based on the information that we currently have available to us, we would not support the zoning changes. Instead, we would appreciate an opportunity to explore this further and be given adequate time to work with interested parties in establishing a path forward.

Sincerely,

Mark and Karen Fisher

Exhibit C
PowerPoint Presentation

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Atkinville Interchange Area - Patio Furniture Project

1 message

Kim Aldrich <[redacted]> Sat, Nov 27, 2021 at 6:15 PM
Reply-To: Kim Aldrich <kcaldrich@yahoo.com>
To: "michele.randall@sgcity.org" <michele.randall@sgcity.org>, "jimmie.hughes@sgcity.org" <jimmie.hughes@sgcity.org>, "vardell.curtis@sgcity.org" <vardell.curtis@sgcity.org>, "bryan.smethurst@sgcity.com" <bryan.smethurst@sgcity.com>, "danielle.larkin@sgcity.org" <danielle.larkin@sgcity.org>
Cc: "christina.fernandez@sgcity.org" <christina.fernandez@sgcity.org>

Dear City Council,

We have reviewed the meeting items regarding the presentation give in the SunRiver community center where Collins Stuart presented his proposed development. It seems there are still a lot of unknowns regarding this project and especially where it pertains to residents' safety and the noise levels this type of business will bring so close to homes.

Please conduct an area traffic study of vehicle, pedestrian and bicycle traffic. Especially look at the traffic this would dump onto Pioneer, intersecting with Brigham in the roundabout (it already has it's own issues) and Pioneer towards the south where traffic would dump onto SunRiver Parkway. There are no signals at Pioneer and SunRiver and at times even now it is difficult to make left hand turns towards I-15.

We realized growth is inevitable, but please make sure the growth is in the best interests of your constituents. Consider this development as if it were going to be developed as close to your own residence and then consider a modification to the current approved plan. You will find that modifications to the zoning for this property, entrances/exits will impact the safety to not only SunRiver, but Riverstone and Las Colinas as well.

We live in Neighborhood 1 of SunRiver which is adjacent to this development.

Thank you for your time and consideration on this very important matter.

Sincerely,

Kevin & Kim Braun

[redacted]

[redacted]

November 28, 2021

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

Mayor Michele Randall
Councilman Jimmie Hughes
Councilman Vardell Curtis
Councilman Bryan Smethurst
Councilwoman Dannielle Larkin
Councilman Gregg McArthur
Christina Fernandez, City Recorder

Re: Atkinville Interchange Area Commercial PD, Sun River Patio Furniture. Case No. 2021-ZCA-062

Dear Mayor and Council Members:

As a member of the newly created Commercial Development Committee of the Sun River St George Community Association, Inc. I would like to address with you some concerns with the above referenced commercial project that will be considered during the upcoming City Council meeting.

I would first like to express my appreciation for your visit to the site and the time that you spent discussing with us the concerns that many residents of the SunRiver community have regarding traffic, noise, lighting and safety associated with the upcoming commercial development. I believe that we all have an interest in working together to minimize any negative impact that the adjacent commercial development projects will have on our neighborhood.

I participated in the meetings held with the developer of the Patio Furniture project, Collins Stuart, and appreciated that he was willing to listen to our concerns. Of primary concern is the proposed ingress/egress planned for use by commercial delivery trucks that is situated on Sand Piper Dr. We explained to him, as we did when we met with all of you at the site, that Sand Piper Dr. is primarily designed for, and utilized by, residential vehicles, bicycle and pedestrian traffic. It runs along the back wall of multiple residences and feeds to the north, down a very steep grade, into a residential neighborhood. I am certain that you can understand the safety concerns over having semi-trailer and large box delivery vehicles entering and exiting the businesses by way of Sand Piper Dr. and the direction that they will travel entering and exiting the area.

Due to the amount of fill dirt that was placed upon the site by the developer of SunRiver a situation was created where a grade differential would make it difficult for the commercial vehicles to enter and exit off of Nighthawk Dr., similar to what is now planned for the adjacent Flex building project. Our group made a proposal for a modification to the layout of the building that may have allowed for the Sand Piper entrance to be moved to Nighthawk. Widening Nighthawk Dr. to the city standard of 66 feet would

aid with the turning radius of large trucks into and out of the Patio Furniture property with an ingress/egress moved to Nighthawk.

Mr. Stuart and his team declined to consider that and all other options we presented for altering the commercial ingress/egress. We would have hoped that he would have given more consideration to the building layout modification. Along with his declination we asked him, and are now asking you, to consider restrictions that would minimize the negative impacts of noise to the adjacent residences and possibly some of the safety issues. These are:

1) Traffic from patrons to the business should be directed to utilize the ingress/egress located on Pioneer Road.
2) Commercial vehicles should be directed to utilize Nighthawk Dr. when travelling from Pioneer Rd. to and from the ingress/egress on Sand Piper Dr.
3) All Commercial vehicle traffic needs to be limited to between the hours of 7:00 am and 6:30 pm during the months of June, July, August and September; and between 6:30 am and 6:30 pm the remainder of the year.
4) Trash pickup should be limited to between the hours of 8:00 am and 6:00 pm year-round.
5) The block wall along Sand Piper Dr. should meet city requirements and possibly increased to ensure adequate sound reduction without severely impacting views to the east. Landscaping should provide pleasing aesthetics.

There are a few other items that I would like to propose be considered in conjunction with all proposed developments that will lie adjacent to Sand Piper Dr.

1) A restriction placed on the parking of commercial vehicles along the entire stretch of Sand Piper Dr.
2) All remaining projects be designed to enable all traffic to enter/exit exclusively off of Pioneer Rd.
3) Signage placed at the Nighthawk Dr. entrance to SunRiver indicating that the vehicles are entering a private neighborhood and/or will be travelling on private streets from that point on.
4) That lighting be in accordance with city code and even minimized if possible.
5) That no flashing or color changing signage be placed so as to be visible from any of the residences in SunRiver.

Again, I appreciate your willingness to work with our committee and the members of our community in order to achieve commercial development that will serve the needs of the citizens of St. George and will minimize the negative impact on the adjacent neighborhoods all while creating a beautiful, attractive gateway for visitors passing through on I-15.

Respectfully,

Douglas M. Brown

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Atkinville Interchange Area - Patio Furniture Project

1 message

Kathy Currie <[redacted]> Sat, Nov 27, 2021 at 3:59 PM
To: "michele.randall@sgcity.org" <michele.randall@sgcity.org>, "jimmie.hughes@sgcity.org" <jimmie.hughes@sgcity.org>, "vardell.curtis@sgcity.org" <vardell.curtis@sgcity.org>, "bryan.smethurst@sgcity.com" <bryan.smethurst@sgcity.com>, "danielle.larkin@sgcity.org" <danielle.larkin@sgcity.org>, "gregg.mcarthur@sgcity.org" <gregg.mcarthur@sgcity.org>
Cc: "christina.fernandez@sgcity.org" <christina.fernandez@sgcity.org>

Mayor – As you mentioned previously, I understand you only become involved if a tie vote is required. However, I feel it is important enough to include you in this email.

City Council - We attended the meeting in the SunRiver community center where Collins Stuart presented his proposed development. It seems there are still a lot of unknowns regarding this project and especially where it pertains to residents' safety and the noise levels this type of business will bring so close to homes.

Growth is inevitable, but please make sure the growth is in the best interests of your constituents.

PLEASE look at this development as if it were going to be developed as close to your own residence.

PLEASE consider a modification to the current approved plan.

PLEASE conduct an area traffic study of vehicle, pedestrian and bicycle traffic in the area.

PLEASE especially look at the traffic this would dump onto Pioneer (intersecting with Brigham in the roundabout) and Pioneer towards the south where traffic would dump onto SunRiver Parkway. There are no signals at Pioneer and SunRiver and at times even now it is difficult to make left hand turns towards I-15.

I think that you will find that modifications to the zoning for this property, entrances/exits will impact the safety to not only SunRiver, but Riverstone and Las Colinas as well.

We live in Neighborhood 1 of SunRiver which is adjacent to this development.

Thank you for your time and consideration on this very important matter.

Christina – thank you for including this information in all pertinent areas.

Sincerely,

John and Kathy Currie

[redacted]

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Atkinville Interchange

1 message

Dee Ann Francom <[redacted]> Fri, Oct 15, 2021 at 11:47 AM
To: christina.fernandez@sgcity.org

FYI I sent this to all of the City Council and understand that you should be receiving a copy.

Council Members,
The main concern we have here in Sun River is the entrance/exit of the development. We appreciate the change on the north side of Night Hawk and not using Sandpiper. However, Night Hawk is a very short street and would certainly cause a traffic problem. The reasonable entrance would be on Pioneer. I realize the developer doesn't want to invest the money it would take for this change but he is the one that built up that property to where it is now. This would affect people in Sun River as well as Riverstone where there are a lot of children. If you haven't been out here to see how short Night Hawk is I would exhort you to come and look at it before making any decision. Also, suggesting business hours of 6:00 AM to 10:00 PM (which was suggested by a City Council member) is really not fair to those houses living so close and having trucks coming and going that early and late. I would suggest 8:00 AM to 8:00 PM. Please consider the residents that will be affected by this.

Thank you,
Dee Thompson

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Fwd: ATKINVILLE INTERCHANGE AREA – PATIO FURNITURE PROJECT

1 message

Karen Hanner <[redacted]> Thu, Nov 25, 2021 at 8:47 PM
To: Christina Fernandez <christina.fernandez@sgcity.org>

Please include this in the board packet regarding the ATKINVILLE INTERCHANGE AREA – PATIO FURNITURE PROJECT

---------- Forwarded message ---------
From: **Karen Hanner** <[redacted]>
Date: Thu, Nov 25, 2021 at 8:41 PM
Subject: ATKINVILLE INTERCHANGE AREA – PATIO FURNITURE PROJECT
To: <michele.randall@sgcity.org>, <jimmie.hughes@sgcity.org>, <vardell.curtis@sgcity.org>, <bryan.smethurst@sgcity.org>, <dannielle.larkin@sgcity.org>, <gregg.mcarthur@sgcity.org>

November 24, 2021

Mayor Michelle Randall
Councilman Jimmie Hughes
Councilman Vardell Curtis
Councilman Bryan Smethurst
Councilwoman Danielle Larkin
Councilman Gregg McArthur

I would like to thank members of the council, planning commission and associate city staff for their renewed focus and work on the upcoming development projects between Pioneer Road and SunRiver St. George.

We have recently learned that the lot for the Patio Furniture project is geologically unique from the others bordered by Sandpiper, with extremely limited opportunity for regular access by delivery vehicles along other routes. If this is correct, I understand that there is a specific need for this lot to allow delivery trucks on to Sandpiper Road which borders the commercial lot and resident homes. In consideration, for the danger and disruption to immediate adjoining homes that will be caused by semi-tractor trailers and other similarly large vehicles, Sandpiper was declared off limits to commercial vehicles at November council meeting. If commercial vehicles must be allowed in consideration of this lot specifically, I would ask that the danger and disruption to homeowners and property values be limited to this property only and not be considered a precedent for other properties along Sandpiper.

Additionally, I would request the following restrictions for any commercial traffic that is allowed on Sandpiper be regulated as follows:

- Delivery hours should begin no earlier than 7 am and conclude not later than 9pm. (Exception for trucks owned by the business for the purpose of making deliveries to their customers)
- Absolutely no parking or waiting along Sandpiper at any time for trucks or other vehicles.
- No idling of the trucks during deliveries.
- Headlights for commercial vehicles should be used during deliveries during arrival and departure process only and not “light up” homeowner backyards.
- With the exception of delivery trucks owned by the business for the purpose of making customer deliveries, no commercial delivery trucks shall remain in the commercial lot more than 1 hour beyond the time required to load/unload.

Unfortunately, there is a history of city government and developers not involving discussion and consideration of property owners in the planning and development process. The owner/developer (Collins Stuart) for the Patio Furniture Project should be

applauded for coming to SunRiver and making an open presentation on the goals and needs of his business and taking open questions and ideas from the attendee residents. This built a wonderful/non-adversarial relationship between the owners and the developer. I hope that this will be a model for commercial development adjoining SunRiver and other future neighborhood developments.

Citizens and business owners have the right to be involved actively in the growth of their communities - beyond the election process.
WE THE PEOPLE are 1) Residents, 2) Business and 3) City Government. Each with a different role in the future. There should be a consistent commitment on behalf of all three to achieve the best that St. George can be. The minimum required of each is not enough.

Thank You for your time and careful consideration.

Randy/Karen Hanner
SunRiver St. George Residents

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Patio Furniture Store at Atkinville Interchange

1 message

Don Jenkins <[redacted]> Mon, Nov 22, 2021 at 4:04 PM
To: christina.fernandez@sgcity.org

I recently attended a community presentation by the owner/ Developer of the Patio Furniture Store on the proposed development. I find the development will fit well in the requested space and heartedly support the proposal after hearing the developer's presentation and addressing the concerns of the Sun River Community.

Respectfully,

Don Jenkins
[redacted]

KAREN FISHER
[redacted]

November 27, 2021

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

Mayor Michele Randall	michele.randall@sgcity.org
Councilman Jimmie Hughes	jimmie.hughes@sgcity.org
Councilman Vardell Curtis	vardell.curtis @sgcity.org
Councilman Bryan Smethurst	bryan.smethurst@sgcity.org
Councilwoman Dannielle Larkin	dannielle.larkin@sgcity.org
Councilman Gregg McArthur	gregg.mcarthur@sgcity.org
Christina Fernandez, City Recorder	christina.fernandez@sgcity.org

Subject: Atkinville Interchange Area Commercial Development, Patio Furniture Project

Dear Mayor and Council Members:

I am writing to you as a resident of the SunRiver community and also as part of our development team in reference to the Patio Furniture project in the Atkinville Interchange Area.

I have enjoyed my time interfacing with everyone at the City and would like to send my appreciation to all of you and your staff's time. I hope that the team at SunRiver can bring a different perspective to the relationship as developments come our way adjacent to the community. With that in mind, I thought that I'd update you on some progress that I hope will be beneficial to the City. At the same time, I will provide my thoughts on the upcoming Patio Furniture agenda item scheduled for December 2nd.

As mentioned previously, the team's goal is to establish relationships with all parties involved in the Atkinville development projects so we have started the process by meeting with Collins Stuart, Owner of the Patio Furniture project. The team feels confident that the relationship is a workable one and that both parties take each other's needs into account. There has been learning and give and take for both but the ultimate goal is to build the best product possible for all concerned including our heartfelt responsibility to what is the gateway to the City of St. George. The following are items that I felt would be helpful to you as you consider the Patio Furniture projects upcoming application.

1. In the course of discussions with Mr. Stuart, neither party came to the same conclusion when it came to the matter of providing a second ingress/egress into the project from Sand Piper Drive which is used primarily for residential passenger, foot and bicycle traffic. However, it was agreed that the project did not have any other viable alternative for a second driveway location. That is due in part to the changing elevations of the parcel but also due to building design aspects that Mr. Stuart remains steadfast to.

2. As you know, there have been discussions with the City and property owners about commercial traffic on Sand Piper Drive. Although there appears to be no alternative to keep ingress/egress on Sand Piper from the Patio Furniture project, the team feels strongly that a precedent should not be established for future projects that will be built south towards the Fire Station and Bluegrass Way. Those parcels do not have the same elevation complexities and SunRiver will defend against other development projects that plan to use Sand Piper Drive versus Pioneer Road for all ingress/egress.

3. The front entranceway on Pioneer Road will be shared between the Patio Furniture project and the parcel south. The driveway will consist of 2 lanes in and out with attractive landscaping to create a dominant point of ingress/egress.

4. Pursuant to our discussion with the project Engineering group, Bush & Gudgell, Nighthawk Drive from Sand Piper Drive to Pioneer Road will be widened to City code of 66 feet wide. Sand Piper Drive is considered a residential street at 60 feet wide and will remain as is except for any finishes on the east side of the street or added signage that is determined to be necessary.

5. Mr. Stuart will work with the trash company to ensure that pickups are after 8:00am and before 6:00pm.

6. Additionally, the team and Mr. Stuart have agreed to the following:

A. All businesses in the complex will have set delivery dock hours from 6:30am to 6:30pm during 4 summer months to be determined and agreed upon and the rest of the year the delivery dock hours will be from 7:00am to 6:30pm.
B. The block wall fencing on Sand Piper will follow the City's zoning and code rules, however both the team and Mr. Stuart will meet prior to finalizing the wall height to determine if the wall should be raised to provide additional coverage of the project from Sand Piper while maintaining a pleasing aesthetic. Landscaping will be used on the street side of the block wall to improve the aesthetic for the community.
C. A plan for signage will be finalized and agreed upon between the team and Mr. Stuart prior to receiving the City’s final approval.

I hope that the City recognizes the effort that the team is putting into its commitment to be a progressive partner toward development. I will be reaching out to John Willis and Wes Jenkins

to begin discussions on how our team can work within the Planning process to bring development issues to the forefront of the application period.

Thank you for your thoughtful consideration.

Sincerely,

Karen Fisher

November 28, 2021

RE: Commercial Development Project/Sun River

Dear City Council:

I'd like to express my concern in the development of the Patio Furniture project proposed for the area in Sun River off Nighthawk and Sandpiper Drive. I previously lived in a very nice residential area in a suburb of Sacramento, CA. A few years after buying a new house in a new residential area, commercial businesses were built on the street behind me. Soon big trucks were constantly coming and going all day and into the night. If you don't know these trucks are tough on the roads which led to the eventual poor condition of this street. It took years to patch the road because of city funds not allocated for actual repaving. Besides the noise from their brakes squealing, the rumbling of their engines and the shaking they caused as they drove by was very upsetting. There became fewer and fewer quiet times. Our neighborhood never had a homeless issue until these buildings were built. As time when by more and more homeless moved into the area.

If this development is approved, I would hope that the access into the building would be off Pioneer Road not Nighthawk and Sandpiper. I'm concerned about the safety to our community. I bought into Sun River because of its safe reputation and it would be very sad for me personally to find myself in the same situation I did in California.

Thank you for listening,

Cheryl McBride
[redacted]
Sun River Resident

November 24, 2021

Re: Atkinville Interchange, Patio Furniture Store

Dear St. George City Council Members,

My wife and I are relatively new St. George residents, having moved from out of state to Sun River this past February. We live on Blue Wren Drive, just off of Sandpiper. We've been made aware of a patio furniture store and warehouse being built on the intersection of Sandpiper, Nighthawk and Pioneer Roads. While we do understand the landowner's wish to develop and lease out his property; we DO NOT understand is why the truck deliveries are being proposed to occur from Sandpiper and not Nighthawk or Pioneer. This directly and negatively affects the health and safety of both 55 and older Sun River residents, as well as young families and their children who reside in the adjoining Bloomington neighborhoods on and off Sandpiper. During walks up and down Sandpiper with our dog, we have personally witnessed children riding up and down Sandpiper on their scooters and bikes, young families walking their toddlers in strollers, older folks out walking (some hard of hearing), and even a handicapped individual who regularly rides up and down Sandpiper in his motorized wheelchair.

As a retired ICU physician, I have too often been involved with families whose loved ones were the victims of tragic accidents. It is far too dangerous to allow large trucks to make their deliveries from Sandpiper when there are two very good alternatives, both of which would alleviate this health and safety danger. We have been made aware that the developer would prefer to have the driveway on Sandpiper because of "grading issues". As with most situations, the "right thing" is almost always the most challenging. I am confident the developer can find a solution where deliveries are made from Nighthawk or Pioneer. It may not be the "easiest" solution, but certainly doable.

Thank you in advance for your serious consideration of this important matter.

Sincerely,

Martin M. Nielsen MD

Martin M. Nielsen, MD, FCCP
[redacted]

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

ATKINVILLE INTERCHANGE AREA COMMERCIAL DEVELOPMENT, PATIO FURNITURE PROJECT

1 message

pstorer@sunrivertoday.com <[redacted]> Mon, Nov 22, 2021 at 2:10 PM
To: Brian Smethurst <bryan.smethurst@sgcity.org>, Christina Fernandez <christina.fernandez@sgcity.org>, Danielle Larkin <dannielle.larkin@sgcity.org>, Greg Mcarthur <greg.mcarthur@sgcity.org>, Jimmie Hughes <jimmie.hughes@sgcity.org>, Michele Randall <michele.randall@sgcity.org>, Vardell Curtis <vardell.curtis@sgcity.org>

SunRiver has formed a team of people to monitor and educate the residents regarding the development on parcels adjacent to our community. The team has met with Collins Stuart, owner of the Patio Furniture project. We expressed our sincere concern regarding the entrance and exit along Sand Piper Drive. This road is used primarily for residential passenger, foot and bicycle traffic for the neighboring residents. After consulting with Collins Stuart and his team it was agreed that the project did not have any other viable alternative for a second driveway location.

There have been many discussions with the City and nearby property owners regarding commercial traffic on Sand Piper Drive. The team from SunRiver and its residents feel strongly that a precedent should not be established for future projects that will be built south towards the Fire Station and Bluegrass Way. Those parcels do not have the same elevation complications and SunRiver will defend aggressively against developments that plan to use Sand Piper Drive versus Pioneer Road for all entrances and exits.

Thank you for your consideration to my comments.

Patricia Storer

SunRiver Resident

Gerald and Julie Tucker
[redacted]

Dear St George Mayor Michelle Randall, all City Councilman and City Councilwomen,

We are writing to you our concerns regarding the proposed Commercial Building Development the Atkinville Interchange Area, Patio Furniture Building Project.
To be located in Sun River on Knight Hawk and Sandpiper.

First off the proposed entry to these buildings cannot be on Sandpiper.
Our residents frequent this area ALL day, walking, running, riding bikes, walking dogs, ETC. When I say ALL day I mean in the light and dark early morning to late at night. This will make this street very unsafe for both the residents but also for the truck drivers and vehicles that will be entering and exiting here. The drivers will be faced with the need to be extra aware of the surroundings. People will be in all directions, and in the dark (which it is very dark out here) is difficult to see.

Second an Industrial Building does NOT belong in a residential area! I understand the retail store, and other than the entrance, we really don't have an issue with it. But an Industrial Warehouse belongs in an Industrial area! Im not sure why you would even think differently!

The two entrances to the I15 are also a concern, either Sun River Parkway or the already congested, over used, Brigham Rd round-about would be used.
This round-about is a hazard to everyone driving on it. The Pilot that has been built on the North side of the I15 has attracted semi trucks galore and it is so unsafe for them to drive around that. There have already been several over turned semi's there. Now you want to add more and the new 4000+ residents from Desert Color needing to go to the Walmart that is on the other side of the round about. Thats adding insult to injury!

Thirdly the traffic noise that this would create is unacceptable. Especially for our residents on Painted Finch, their backyards would be right against the noise and traffic that travels on Sand Piper.

We are very aware that development must occur and is needed, but please consider the issues that would be created!

Thank you,

Gerald and Julie Tucker
Lot [redacted]
Sun River

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

ATKINVILLE INTERCHANGE AREA, PATIO FURNITURE PROJECT

1 message

Sylvia Weber <[redacted]> Sun, Nov 28, 2021 at 10:04 PM
To: "gregg.mcarthur@sgcity.org" <gregg.mcarthur@sgcity.org>
Cc: "dannielle.larkin@sgcity.org" <dannielle.larkin@sgcity.org>, "bryan.smethurst@sgcity.org" <bryan.smethurst@sgcity.org>, "vardell.curtis@sgcity.org" <vardell.curtis@sgcity.org>, "jimmie.hughes@sgcity.org" <jimmie.hughes@sgcity.org>, "michelle.randall@sgcity.org" <michelle.randall@sgcity.org>, "christina.fernandez@sgcity.org" <christina.fernandez@sgcity.org>

CONCERNS: Safety and well being of Sunriver residents and long range planning decisions for the commercial development in the area

KEY ISSUE: Access to the future businesses

Please consider an alternative plan to accessing the future Patio Furniture for its service trucks. It is a safety risk to have the access off of Sandpiper. Nighthawk is not feasible as it will already be servicing the strip mall to the north of it and the elevation on the south side is not serviceable. I have a suggestion that would also help regarding the future south development that will eventually occur next to the patio store. The Patio Furniture store is having its customers enter from Pioneer and if we could have a partial TO BE NAMED ROAD put along that entrance (parallell to Nighthawk) it could allow the service trucks to enter from Pioneer for the future business to be built there bpth North and south of it.

Thank you,

Sincerely, Sunriver resident

Sylvia Weber

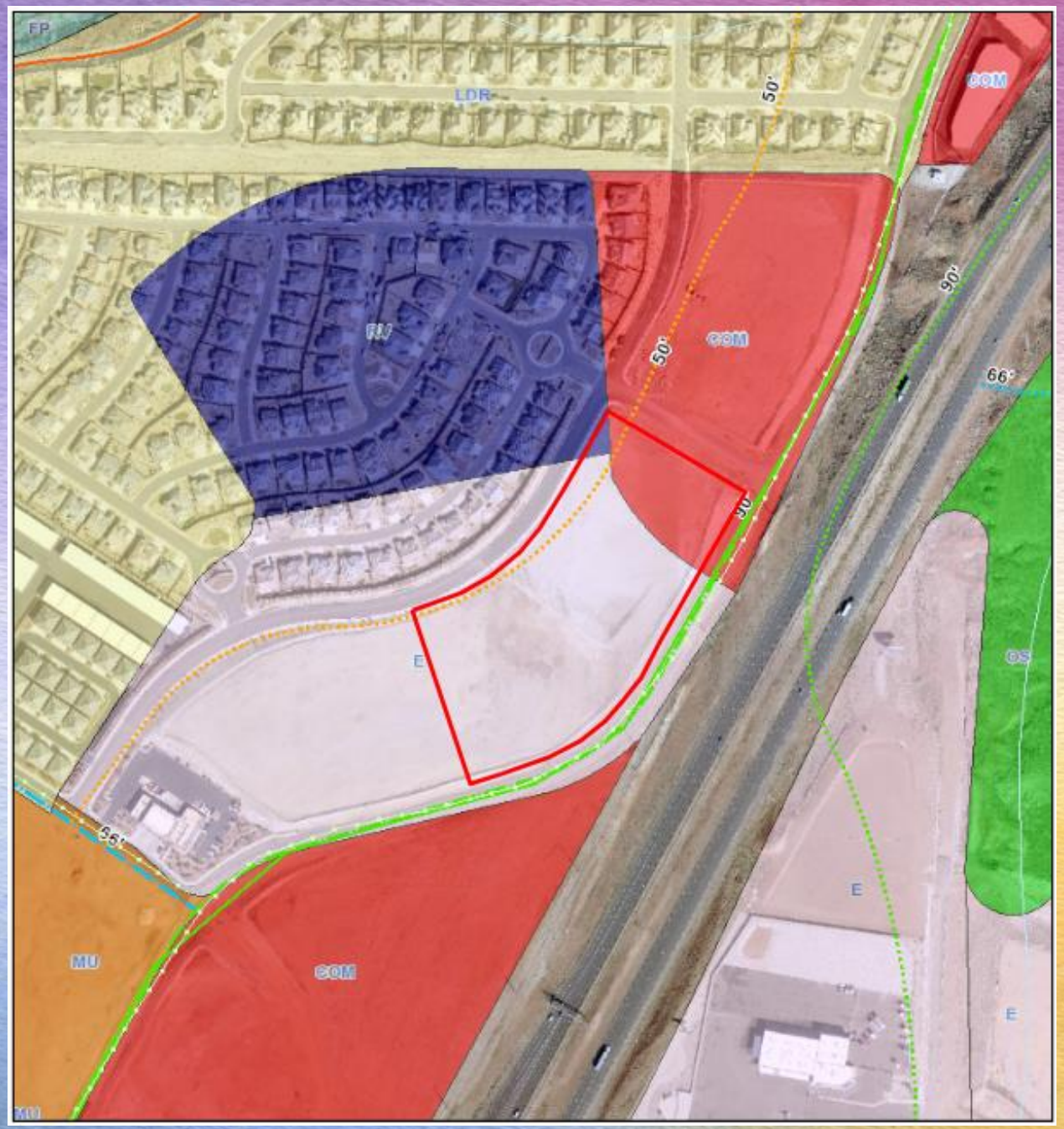
Sent from Mail for Windows

Sun River Patio Furniture

2021-ZCA-062


W 4100 S ST
W DESERT SPARROW DR
S FALCON DR
S KESTREL DR
S PAINTED FINCH DR
W NIGHTHAWK DR
S SANDPIPER DR
S PIONEER RD
S DESERT COLOR PKWY

Aerial



General Plan



Zoning

Atkinville Interchange Area Zone Plan



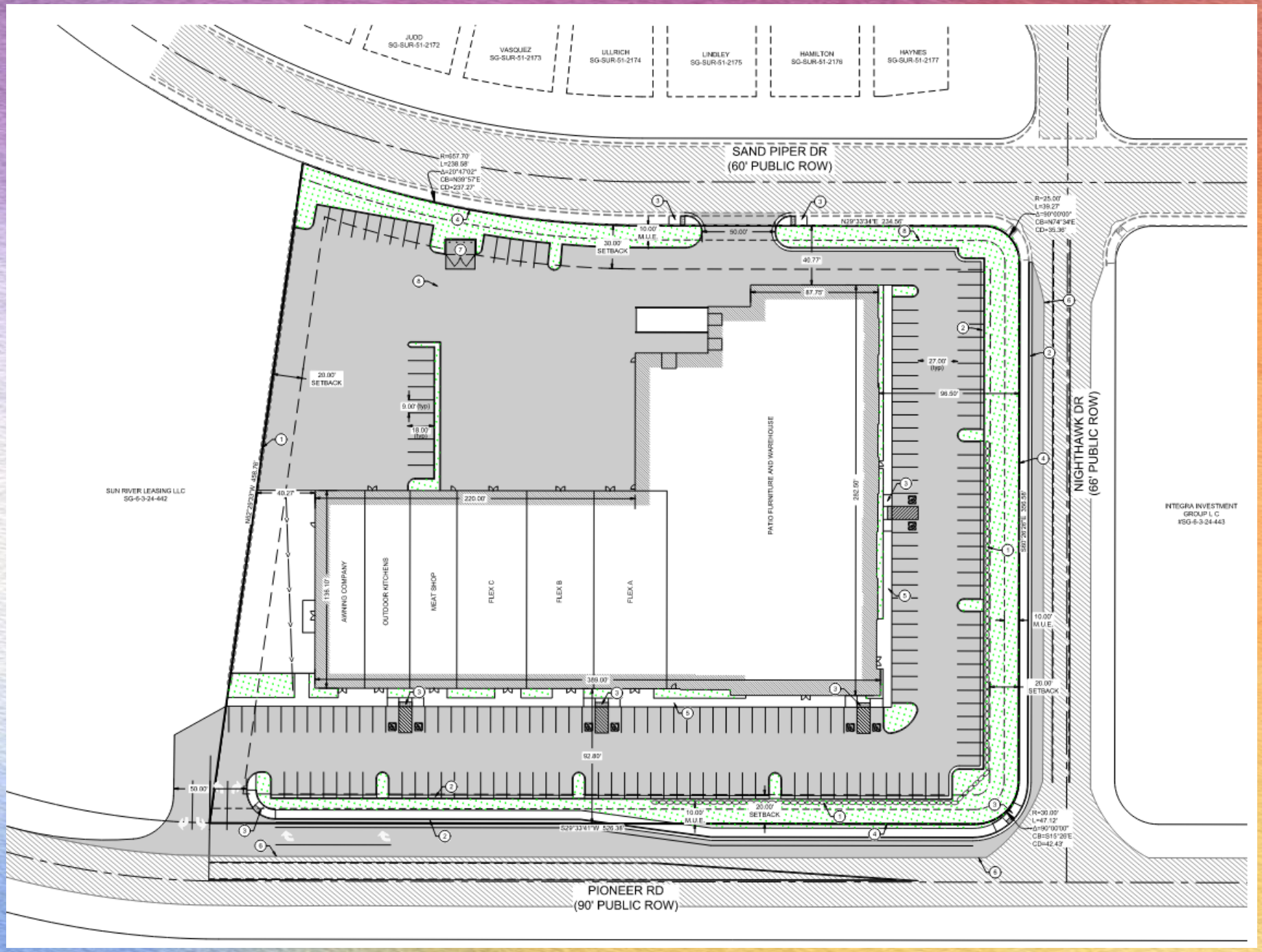
Site Plan

Meets Setbacks

Height: 35’

Sufficient Utilities

No sign requests



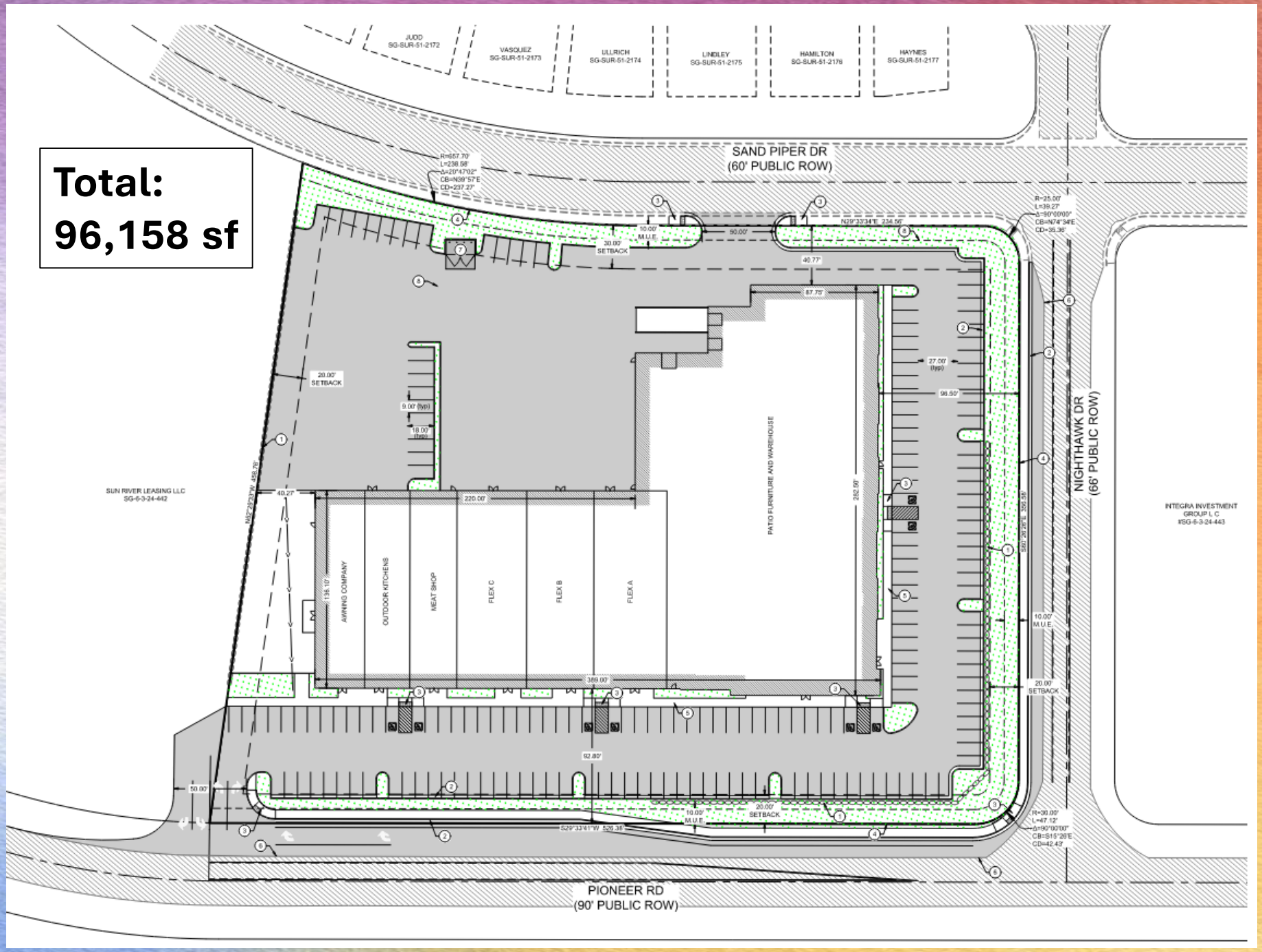
Parking Requirements

Office:
5411 sf (**6%**)
(1/250 sf)
= 22 stalls

Showroom:
90,747 sf (**94%**)
(1/600 sf)
=152 stalls

Required: 174

Provided: 187



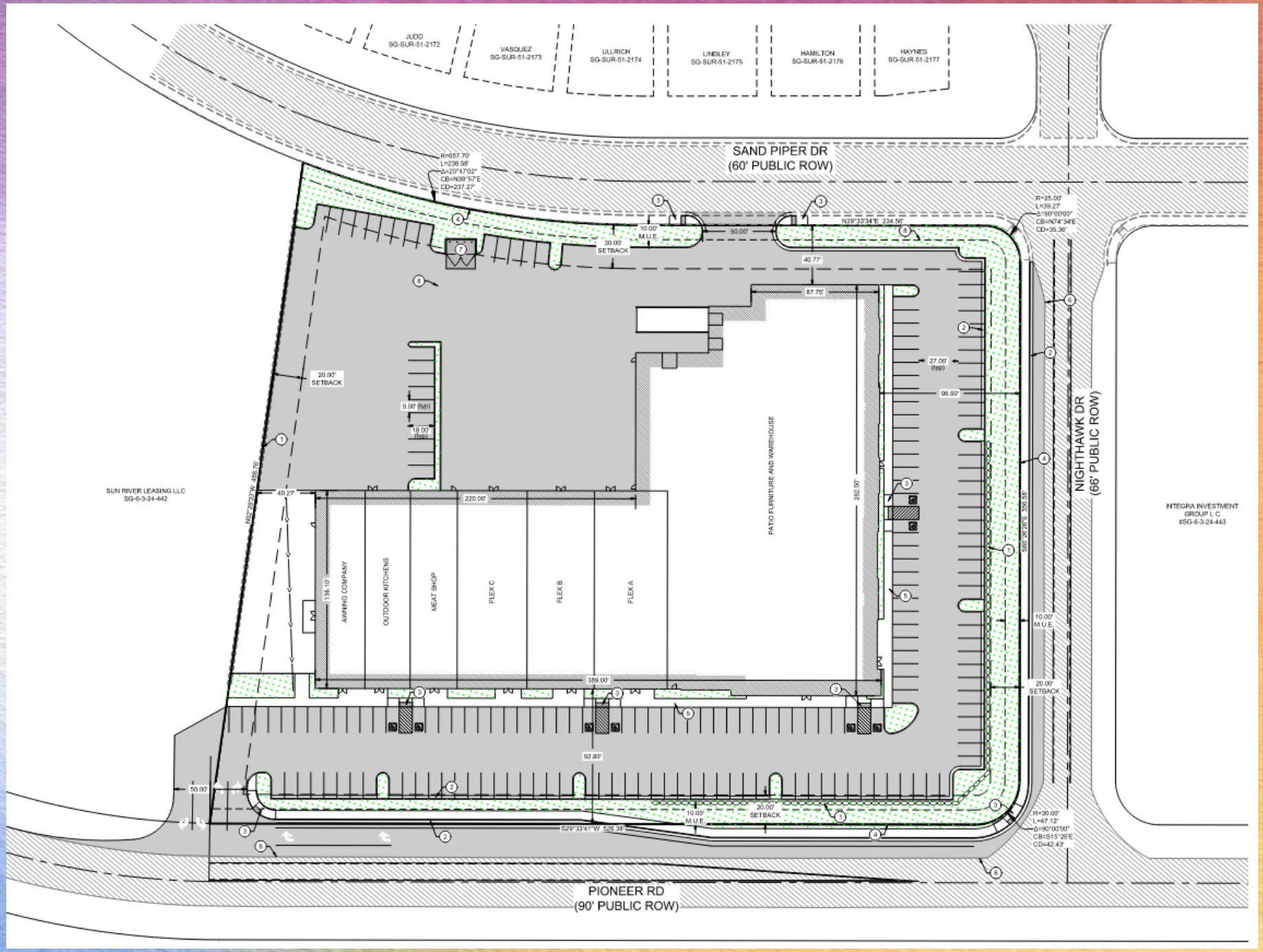
Traffic Improvements

Right Turn Only Lane on Pioneer

Left-hand turn lane required on Pioneer

No traffic signals are required

Street Lighting will be required to meet regulations at time of development

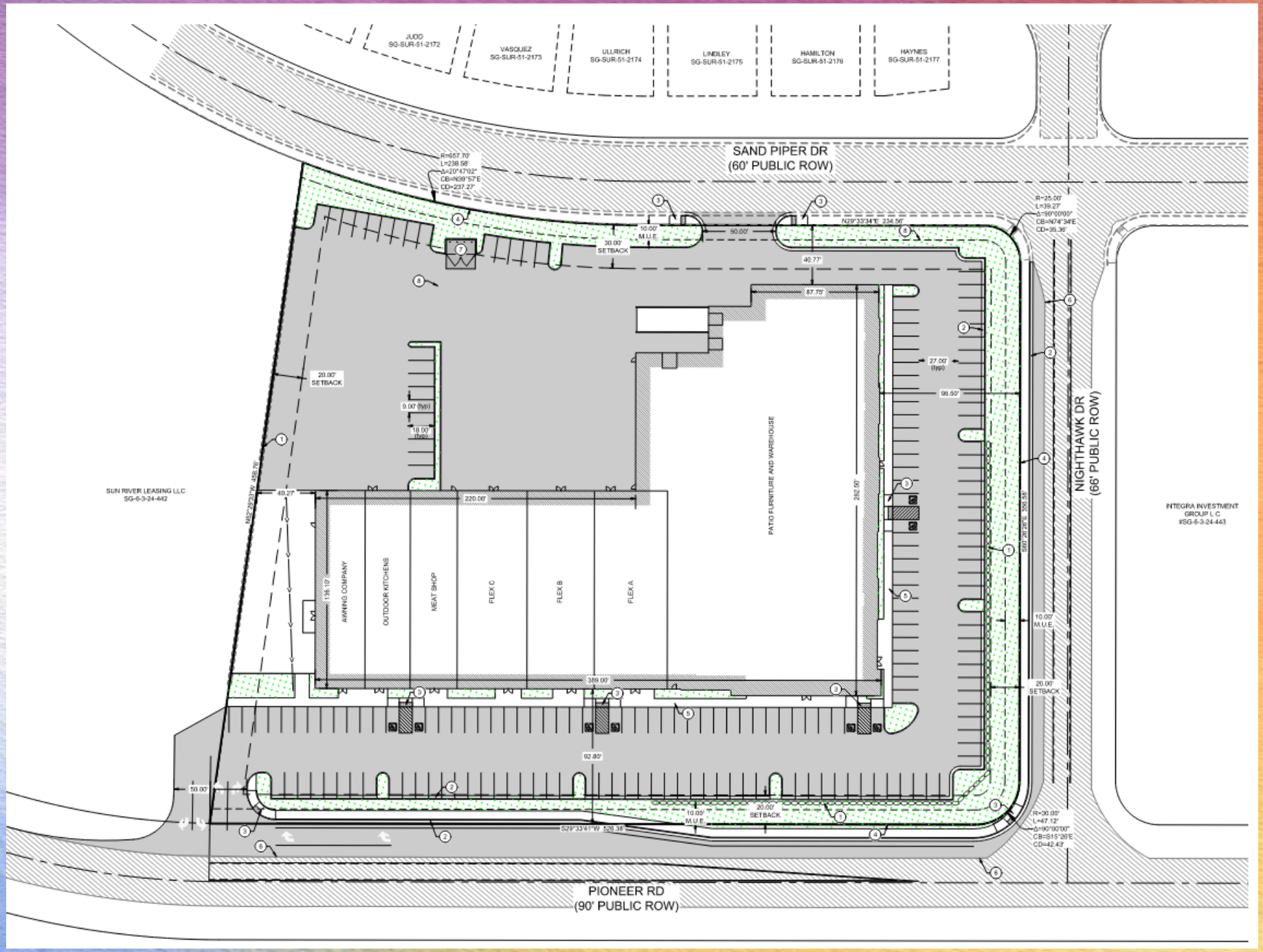


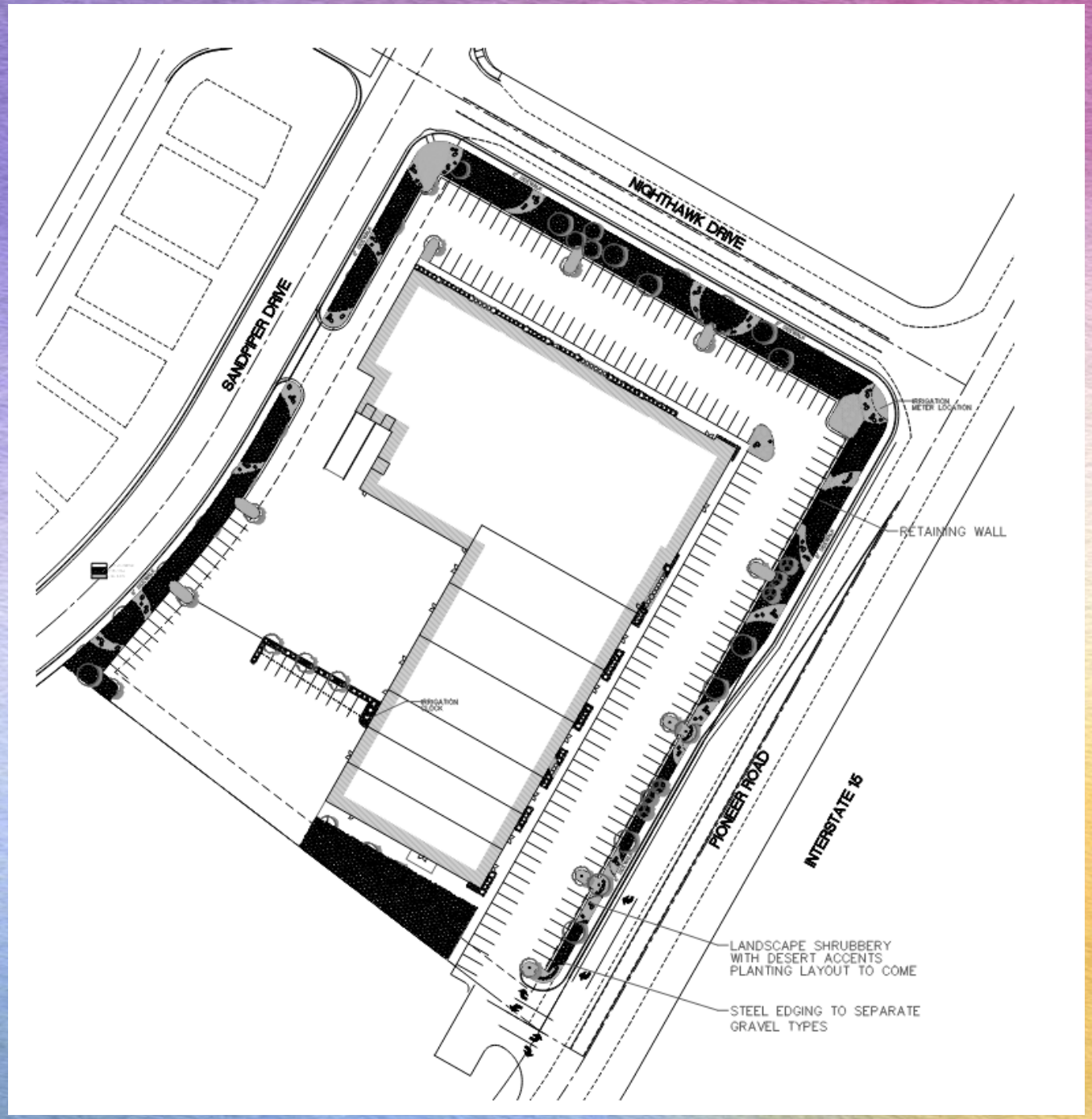
Pedestrian Circulation

Bike Parking Electronic

Vehicle Charging Station

Not meeting regulations

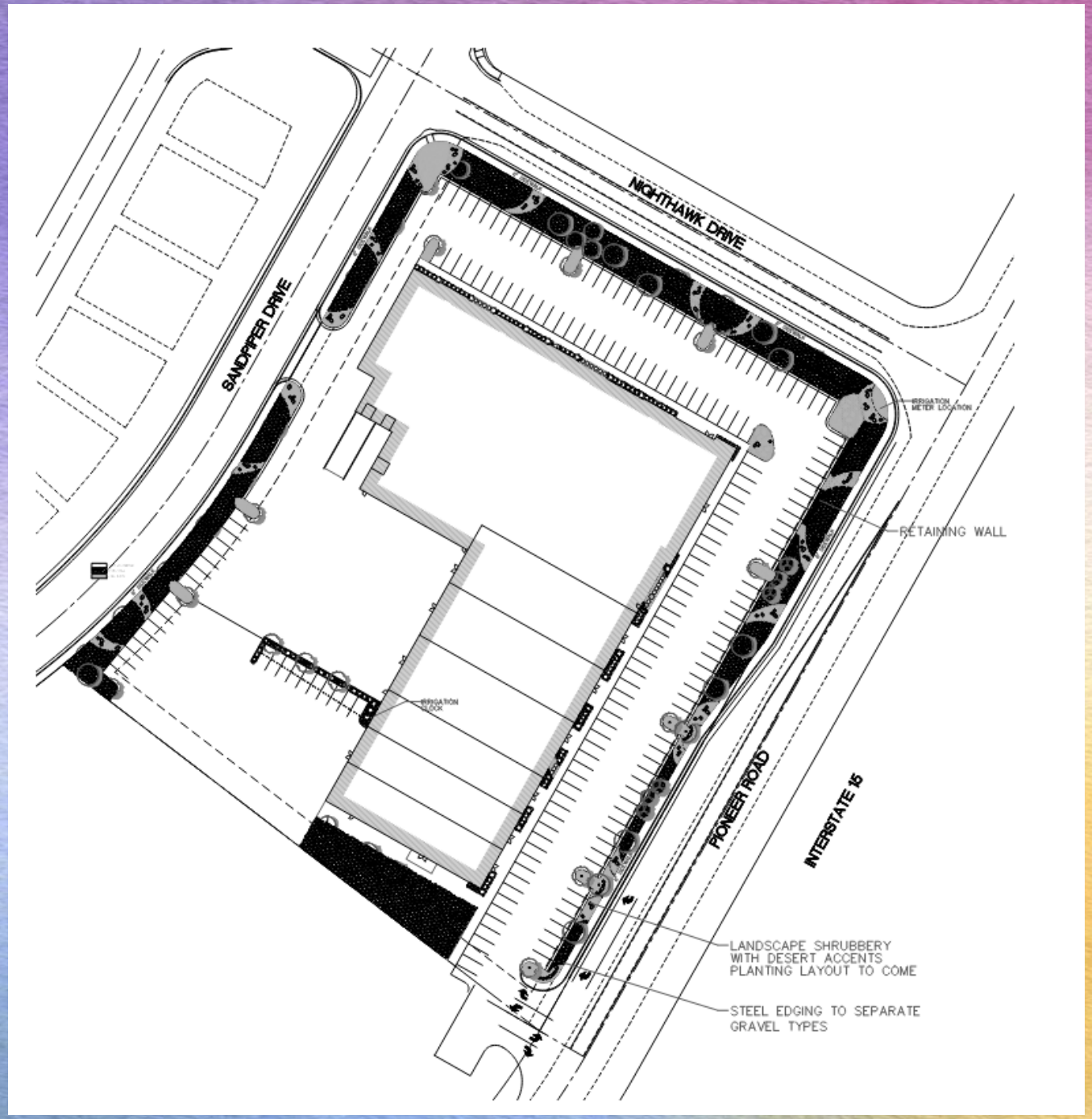




Landscape Requirements

15’ Landscape strip on:
Pioneer Road
Nighthawk Drive
Sand Piper Drive

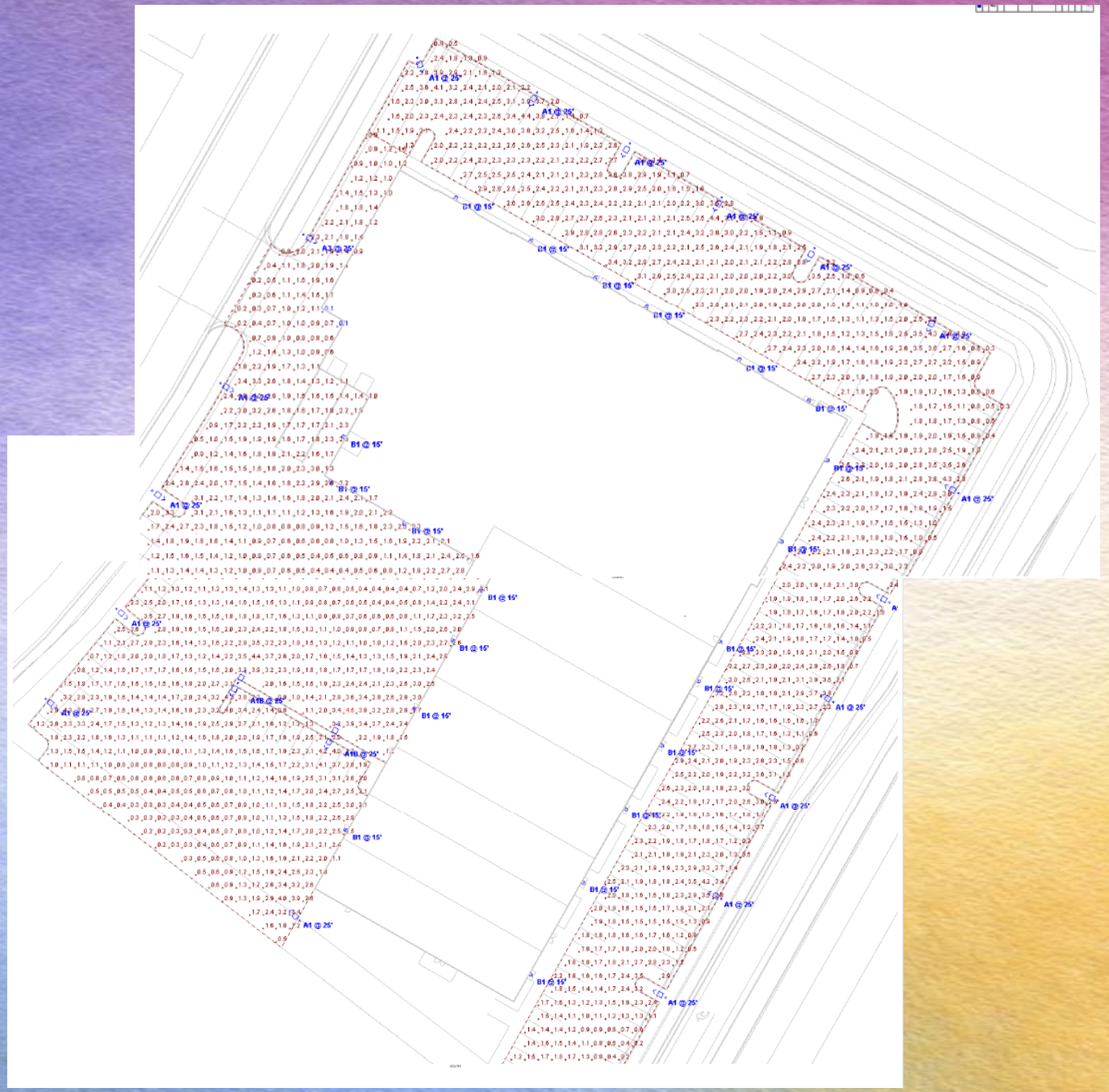
Landscaping shown for Sand Piper Drive does not meet regulations



Buffer Requirements

6’ Solid Wall required on:
Sand Piper Drive

Landscaping shown for Sand Piper Drive does not meet regulations



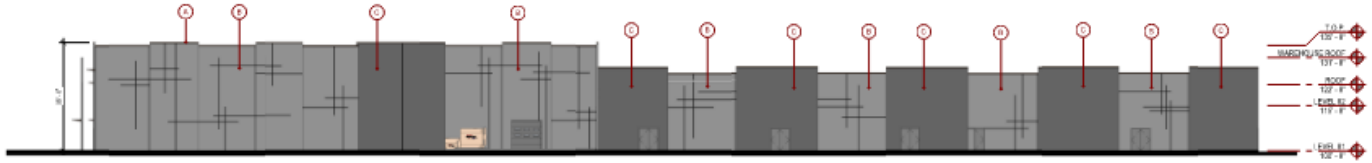
Lighting Requirements

1.0 –or less- foot candles at property line

Night-sky lighting

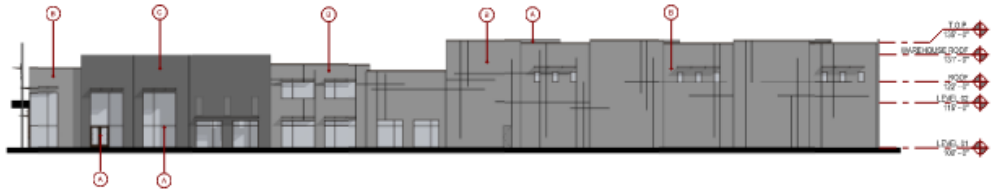
Preliminary plans do not meet requirements

Elevations



1 WEST ELEVATION

Sand Piper



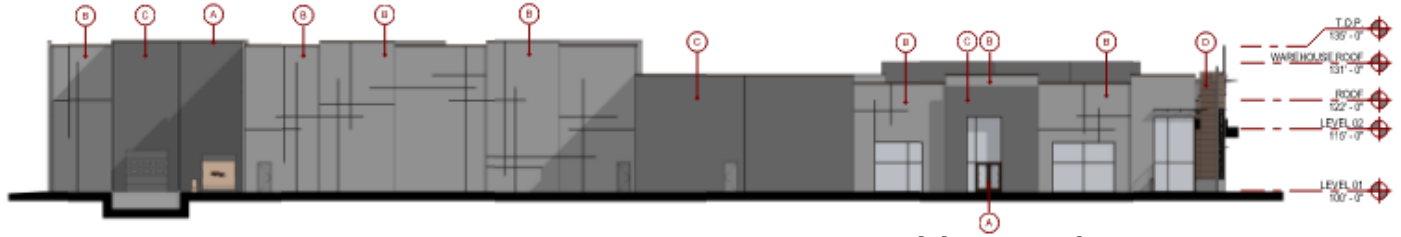
2 NORTH ELEVATION

Nighthawk



1 EAST ELEVATION

Pioneer



2 SOUTH ELEVATION

Vacant Lot

RECOMMENDATION:

Planning Commission recommended approval of the Atkinville Interchange Area Zone Change Amendment for the SunRiver Patio Furniture project with the following condition:

During the site plan review, the project meets all applicable zoning regulations.

Questions

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ATKINVILLE INTERCHANGE AREA PD-C (PLANNED DEVELOPMENT COMMERCIAL) ZONE ON APROXIMATELY 5.06 ACRES, LOCATED GENERALLY ON THE SOUTH SIDE OF NIGHHAWK DRIVE BETWEEN SAND PIPER DRIVE AND PIONEER ROAD, AND TO APPROVE CONCEPTUAL LAYOUT, ELEVATIONS, SITE PLAN, LANDSCAPING, AND PARKING.

(SunRiver Patio Furniture)

WHEREAS, the property owner has requested to amend the PD-C (Planned Development Commercial) zone on approximately 5.06 acres, located generally on the south side of Nighthawk Drive between Sand Piper Drive and Pioneer Road. The review includes the conceptual layout, elevations, site plan, landscaping, and parking; and

WHEREAS, the Planning Commission held a public hearing on this request on September 14, 2021; and

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

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment to the PD-C (Planned Development Commercial) zone, on approximately 5.06 acres, located generally on the south side of Nighthawk Drive between Sand Piper Drive and Pioneer Road. The property affected by this zone change amendment is more specifically described on the legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

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 2nd day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____

Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

Parcel B:

Beginning at a point on the westerly line of Pioneer Road (Entry No. 594444), said point being North 01°13'39" East 3,853.04 feet along and beyond the section line and East 5,916.90 feet from the Southwest Corner of Section 23, Township 43 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 52°29'26" West 458.75 feet to the easterly line of Sand Piper Drive;
thence northerly the following (3) courses along the easterly line of Sand Piper Drive;
thence Northeast 238.59 feet along an arc of a 658.00 foot radius curve to the left (center bears North 39°39'49" West, long chord bears North 39°56'56" East 237.29 feet with a central angle of 20°46'32");
thence North 29°33'40" East 234.56 feet;
thence East 39.27 feet along an arc of a 25.00 foot radius curve to the right (center bears South 60°26'20" East, long chord bears North 74°33'40" East 35.36 feet with a central angle of 90°00'00") to the southerly line of Nighthawk Drive;
thence easterly the following (2) courses along said southerly line of Nighthawk Drive;
thence South 60°26'20" East 356.58 feet;
thence South 47.13 feet along an arc of a 30.00 foot radius curve to the right (center bears South 29°33'40" West, long chord bears South 15°26'16" East 42.43 feet with a central angle of 90°00'08") to said westerly line of Pioneer Road;
thence South 29°33'48" West 526.39 feet along said westerly line Pioneer Road to the Point of Beginning.

Containing 220,255 square feet or 5.06 acres.



January 18, 2021

Exhibit “B” – Parcel Exhibit



August 30, 2021

1:4,203

0 0.04 0.07 0.14 mi

0 0.05 0.1 0.2 km

DRAFT

Agenda Item Number: **05**

Request For Council Action

Date Submitted	11/22/2021 11:45 AM
Proposed City Council Date	12/02/2021
Applicant	Brad Peterson
Subject	Consider approval of an ordinance changing the zone from A-1 (Agriculture) to R-1-8 (Single Family Residential) on approximately15.647 acres located at 3000 South 3500 East to be known as Red Pine R-1-8. Case No. 2021-ZC-080
Background	The underlying general plan is LDR (Low Density Residential) with adjacent zoning of A-1 (Agriculture) and to R-1-8 (Single Family Residential). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommended approval with no conditions.
Cost	
Action Taken	
Requested by	Mike Hadley
File Attachments	cc2021-zc-080redpiner-1-8112221114513.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ZONE CHANGE

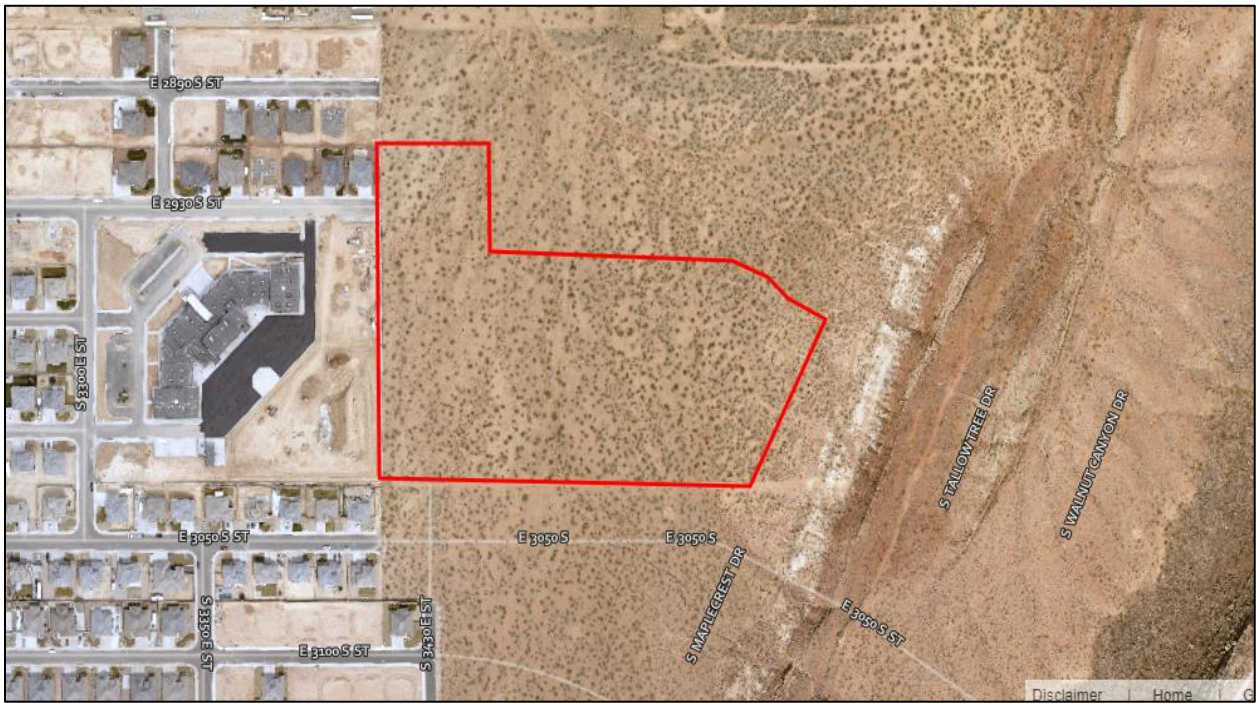
PLANNING COMMISSION AGENDA REPORT: **11/9/2021**
CITY COUNCIL AGENDA ITEM: **12/02/2021**

ZONE CHANGE
Red Pine R-1-8
Case No. 2021-ZC-080

Request:	Consider a request to change the zoning from A-1 (Agriculture 1-acre minimum lot size) to R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size) on a 15.647-acre site located approximately at 3000 South and 3500 East.
APN:	SG-6711-A-2
Representative(s):	Brad Peterson.
Location:	The property is approximately located at 3000 S 3500 E.
Total Acreage:	15.647 acres
Existing Zoning:	A-1 (Agriculture 1-acre minimum lot size) & R-1-10
General Plan:	LDR (Low Density Residential).
Adjacent zones:	North A-1, West = R-1-8, East = A-1 South = A-1.
Zoning Request:	The applicant is requesting that this Parcel zoning is changed from A-1(Agriculture minimum 1-acre minimum lot size to R-1-8(Single Family Residential 8,000 sq. ft. minimum). The proposed application is consistent with the residential development in the area.
Noticing:	Notice letters were sent to property owners within a 500 ft. radius and notice were posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City] for the public hearing at the planning commission meeting..
Recommendation:	Staff recommends approval of this Zone Change.
Alternatives:	1. Recommend approval as presented. 2. Recommend approval with conditions.

3. Recommend denial.
4. Table the proposed zone change to specific date.

Aerial

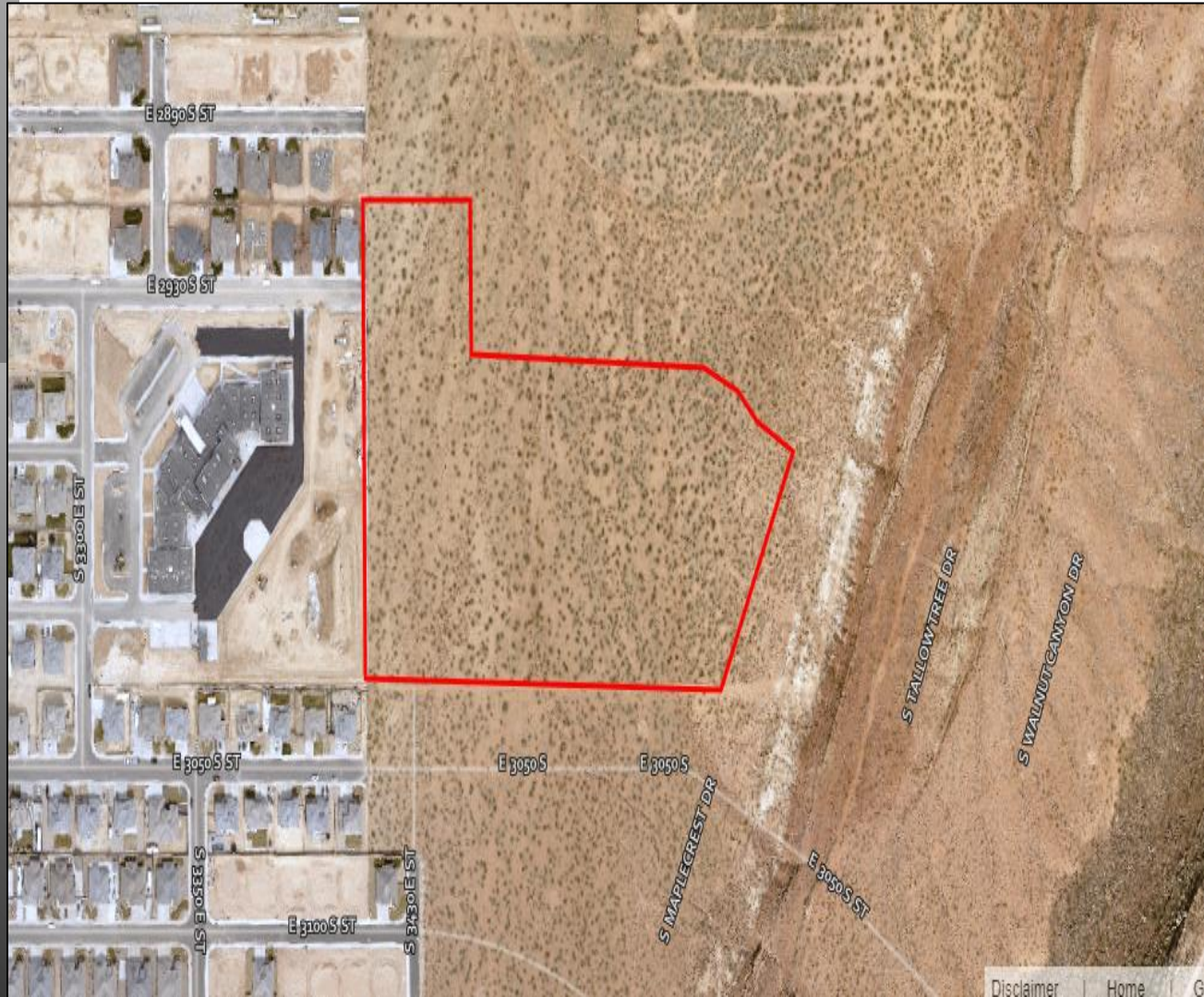


Red Pine R-1-8

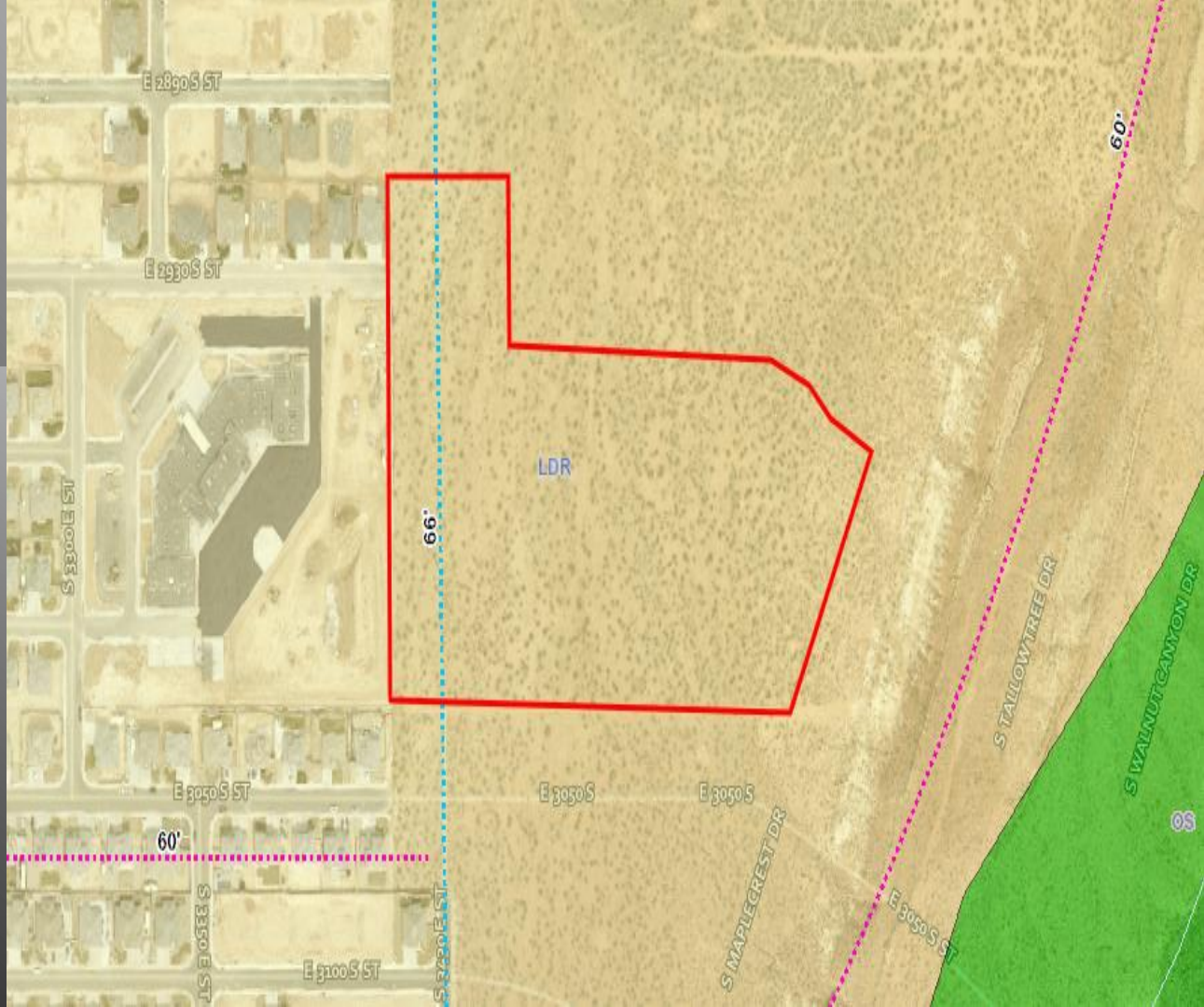
Zone Change

2021-ZC-080

Aerial Map


E 2890 S ST
E 2930 S ST
S E100E ST
E 3050 S ST
E 3050 S
E 3050 S
S MAPLECREST DR
E 3050 S ST
S TALLOW TREE DR
S WALNUT CANYON DR
S 3350 E ST
E 3100 S ST
S 3430 E ST
Disclaimer
Home

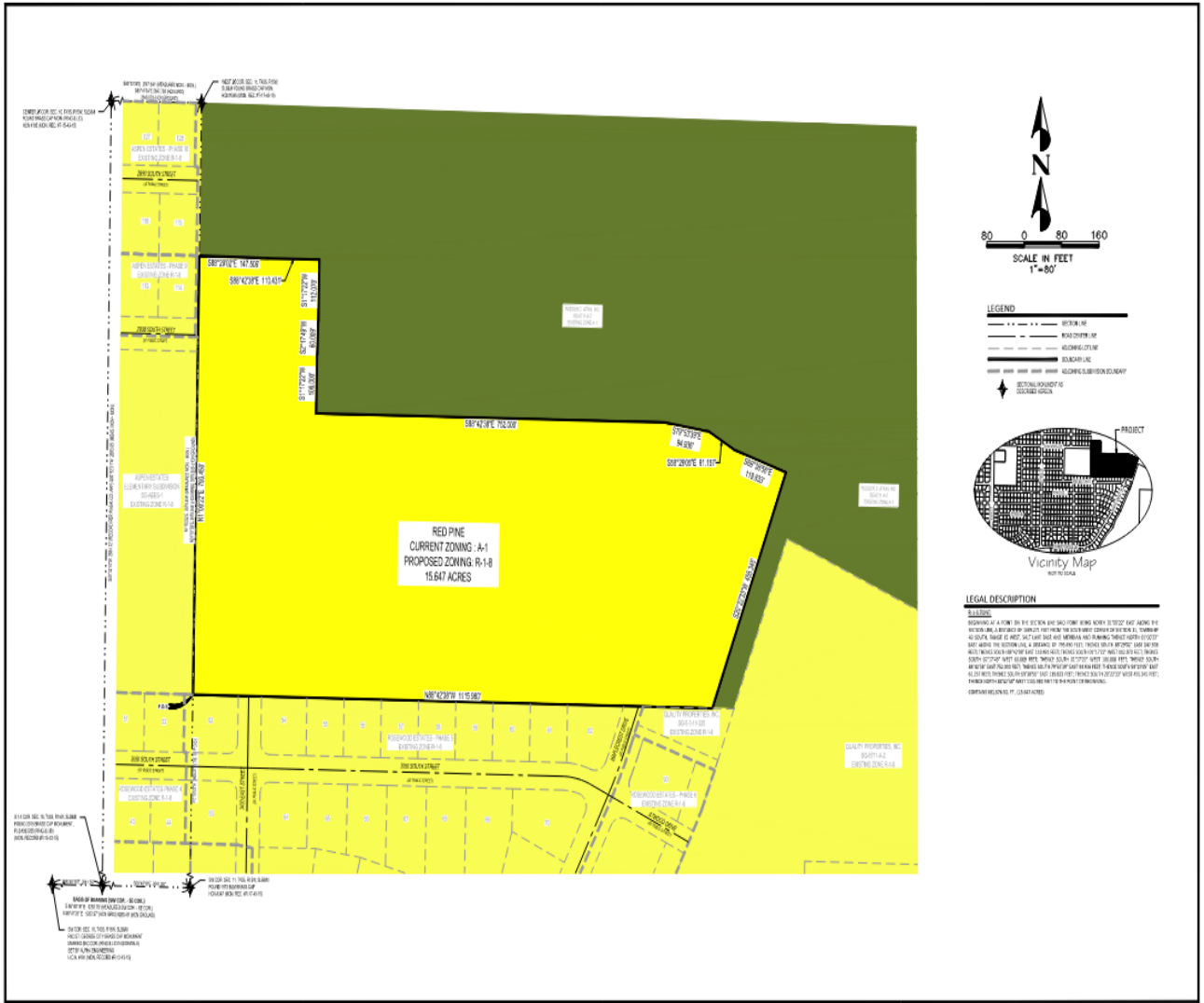
General Plan Map



Zoning Map



Site Plan Map



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY CHANGING THE ZONE FROM A-1 (AGRICULTURE 1 ACRE MINIMUM LOT SIZE) to R 1-8 (SINGLE FAMILY RESIDENTIAL 8,000 SQ. FT MINIMUM LOT SIZE.) ON APPROXIMATELY 15.647 ACRE SITE LOCATED AT APPROXIMATELY 3000 S AND 3500 E.

(Red Pine R-1-8)

WHEREAS, the property owner has requested a zone change from A-1 (Agriculture 1 Acre minimum lot size), to R-1-8 (Singe Family Residential 8,000 sq. ft. minimum lot size) on a 15.647 acre site located at approximately 3000 S and 3500 E

WHEREAS, the Planning Commission held a public meeting on this request on November 9, 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 A-1 (Agriculture 1-acre minimum lot size) to R-1-8 (Single Family Residential 8,000 sq. ft. minimum lot size) on a 15.647-acre site. The zone change and location is more specifically described on the attached property legal description, incorporated herein as Exhibit “A.” and parcel 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 2nd day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

LEGAL DESCRIPTION

R-1-8 ZONE:

BEGINNING AT A POINT ON THE SECTION LINE SAID POINT BEING NORTH 01°00'22” EAST ALONG THE SECTION LINE, A DISTANCE OF 1609.271 FEET FROM THE SOUTHWEST CORNER OF SECTION 11, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 01°00'22" EAST ALONG THE SECTION LINE, A DISTANCE OF 793.450 FEET; THENCE SOUTH 88°29'02" EAST 147.506 FEET; THENCE SOUTH 88°42'38" EAST 110.431 FEET; THENCE SOUTH 01°17'22" WEST 112.070 FEET; THENCE SOUTH 02°17'49" WEST 60.009 FEET; THENCE SOUTH 01°17'22" WEST 106.000 FEET; THENCE SOUTH 88°42'38" EAST 752.000 FEET; THENCE SOUTH 79°53'39" EAST 94.936 FEET; THENCE SOUTH 58°29'05" EAST 61.157 FEET; THENCE SOUTH 69°38'56" EAST 119.833 FEET; THENCE SOUTH 20°22'33" WEST 455.345 FEET; THENCE NORTH 88°42'38" WEST 1115.980 FEET TO THE POINT OF BEGINNING.

CONTAINS 681,576 SQ. FT., (15.647 ACRES)

Exhibit “B”

Red Pine R-1-8



DRAFT

Agenda Item Number: **06**

Request For Council Action

Date Submitted	10/27/2021 08:44 AM
Proposed City Council Date	12/02/2021
Applicant	Coaction International Development
Subject	Consider approval of an ordinance changing the zone from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street, north of 750 North to be known as Zion Regional Medical Center. Case No. 2021-ZC-076
Background	The underlying general plan land use is COM (Commercial) with adjacent zoning of C-3 (General Commercial) and R--1-10 (Single Family Residential). The Planning Commission recommended approval.
Proposed Resolution Cost	Planning Commission recommends approval.
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-zc-076zionregmedcenterccpacketnew113021111814.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 12/02/2021

Zion Regional Medical Center Zone Change (Case No. 2021-ZC-076)		
Request:	This is a request to rezone 15 acres from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) to develop a new medical center.	
Applicant:	Coaction International Development	
Representative:	Jared Cox	
Location:	The property is located east of 3050 East Street, north of 750 North Street.	
General Plan:	COM (Commercial)	
Existing Zoning:	C-3 (General Commercial) and R-1-10 (Single Family Residential)	
Surrounding Zoning:	North	Washington City
	South	C-3 (General Commercial) and R-1-10 (Single Family Residential)
	East	R-1-10 (Single Family Residential)
	West	C-3 (General Commercial)
Land Area:	Approximately 15 acres	



BACKGROUND:
This is a zone change request to create a new planned development commercial (PD-C) zone for the purpose of developing a new medical center to be located east of 3050 East Street and north of 750 North Street. This PD-C is proposed to have two phases. The first phase is for the hospital, and the second phase is for the addition of a medical office and possible extension of the hospital. The medical office and hospital expansion will come at a later time as a zone change amendment.

The three-story hospital building will be 85,000 square feet with 24 patient beds, four operating rooms, and 12 emergency bays. The hospital is designed to be expanded in the future to 130,265 square feet.

The power system or circuits feeding this area are currently at capacity. A substation must be built prior to any development. The location for the substation has been determined and is shown on the White Hills General Plan Amendment case (2021-GPA-012) which is being presented at this same meeting. The substation will go in on the parcel that has the proposed Public Facility land-use designation. Once the substation is built, the city will have sufficient power for all proposed development in this area.

The developer of the White Hills project is currently performing a traffic study for this location. The results of this study are expected to be completed by the last week of October. Staff will, at that time, determine what road improvements will be expected. In addition, there is a planned pedestrian path that heads east along 850 North Street and then turns north to meet up with a planned Washington City trail on the east side of Walmart. The developer will be required to put in the pedestrian path and will work with our engineers to do so.

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		The applicants have provided setbacks in their narrative as: North: 10’ South: 20’ East: 30’ West: 0’	The setbacks provided meet the setback requirements.
Temporary Buildings, including Cargo Containers	10-8-4	None	N/A

Pedestrian Circulation Plan	10-8-6	The site plan provided does not show any proposed pedestrian circulation plans	The site plan shows pedestrian access to 850 N, but no pedestrian access is shown to the west where a shared drive is shown. During the site plan review process the applicant will be required to have additional pedestrian access to connect into the shared drive.
Uses	10-8D-2	Please see the proposed use list found in the applicant's narrative located on page 7 of this report.	The use list provided is compatible with commercial zones. A Communication Transmission Facility over 50' will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.
Height and Elevation	10-8D-2	The two highest points of the roofline are at 57'4" and 50'	The PD-C zone allows for a 50' height. The applicants are asking for an increase in height to a maximum height of 54'
Phasing Plan	10-8D-2	There will be phasing, but each new phase will need to return for a zone change amendment.	N/A
Landscape Plan	10-8D-2	Landscape plans have not been provided.	5% of the parking lot will need to be landscaped. There will also need to be a 15' wide landscaped section along 750 N Street.
Utilities	10-8D-2	None shown	All utilities will be required to be underground, and all transformer equipment must be screened. We will ensure this is completed during site plan approval process.
Signs	10-8D-2	No signage has been required.	The applicants will be required to pull a sign permit when they are ready to put in their signs.
Lighting	10-8D-2	A photometric plan has been provided.	The parking lot lighting appears to meet the regulations except the lighting

			on the east side of the lot will need to be at 1.0 foot candle or less at the property line. Staff will ensure it meets the regulations during the site plan process.
Lot Coverage	10-8D-6	Hospital footprint is (42,820 sf) covers 13% of lot	The PD-C zone allows coverage up to 50%. This meets regulations.
Solid Waste	10-8D-6	The site plan does show the location of solid waste with a wall and gate around it.	During site plan review, the location and details of the solid waste will be reviewed and required to be compliant.
Buffer - Protection of Residential Property	10-8D-6	No landscaping plans have been provided.	The applicant will be required to put in a buffer strip along the eastern side of the property where it will abut residential. The buffer strips will need to be at least 10' wide with required landscaping and 6' solid wall.
Overlay Zones	10-13	None	N/A
Parking	10-19-5	Parking shown: **360** stalls. Parking was determined as: **Beds** 2 stalls per bed @ 24 beds = 48 stalls **Office** 1 stall per 250sf @ 52,338sf = 209 stalls **Total Required = 257 stalls**, over 103 stalls	The proposed parking meets regulations.
EVCS And Bike Parking	10-19-6	No bike parking is shown. No EVCS conduit is shown	They will be required to provide bike racks for at least 2 bicycles. They will be required to provide conduit for future electrical charging station for at least 4 parking stalls.

RECOMMENDATION:
The Planning Commission recommended approval of this Zone Change with the following conditions:

1. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
2. A traffic study will be required to be completed and required improvements approved by staff.
3. A maximum height of no more than 54' will be allowed for all structures.
4. A Communication Transmission Facility over 50' will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.
5. Pedestrian friendly access is provided from the hospital entrance east to the shared drive to access commercial development on 3050 East Street.
6. The applicant will work with staff on the accesses into Washington City.

ADDITIONAL RECOMMENDATION:
The draft traffic study was received, and below are the additional recommendations from staff:

1. The DRAFT study does not address traffic volumes at the intersection of Red Cliffs/3050 E/Green Springs/Telegraph. However, based on the MPO travel demand model, a roadway connection between the proposed project and the Home Depot/Walmart development significantly improves the traffic at the Red Cliffs/3050 E intersection. As such, a driveway connection would need to be included in the dedicated ROW within the proposed project in the case that a connection is built (this would require Washington City to obtain additional easement from Home Depot, which hasn't fully occurred yet). If this driveway connection is constructed, the City will bear the costs of the driveway.

2. Provide a finalized copy of the project's traffic study for review.

ALTERNATIVES:

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

POSSIBLE MOTION:
I move we approve the Zion Regional Medical Center zone change from C-3 (General Commercial) and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) with the conditions and comments outlined in the staff report.

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the requirements of the original zone change as approved by City Council.
2. There will be adequate parking on site to facilitate the development.

3. The increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts by considering the proposed setbacks provide an appropriate buffer to neighboring properties.

Exhibit A
Applicant's Narrative

Zion Regional Medical Center

Project Narrative – 9/21/2021

Project Description

Zion Regional Medical Center (ZRMC) is a proposed licensed acute care hospital development on a 15.0 acre (653,414 SF) parcel within the City of St. George. The property is part of the 107 acres of land owned by White Hills LC (the Sandberg Family) and will be subdivided out of the 107 acres by means of a Final Plat application.

During the initial phase of construction, the hospital will be approximately 85,000 SF in size and include 24 patient beds (a mix between med/surg and ICU beds), 4 operating rooms, 12 emergency bays, and supporting imaging and lab services. The building is designed as a 3-story structure with a building footprint size of 42,820 SF.

The building has been designed for future expansion as needed. The expanded future hospital size is expected to be 130,265 SF with 48 patient beds. The expanded future hospital footprint is expected to be 70,865 SF.

Additionally, a future Medical Office Building (MOB) has also been planned as part of the overall site improvements. This MOB will be approximately 40,000 SF in size and 2 stories tall. A separate submittal will be made to the Planning Commission once the building details have been identified.

Project Location

The proposed project is located near the northeast corner of 3050 E and 850 N. The vicinity map below shows the general location of the proposed development. There is not an address assigned to this property.



Rezone and PD-C Request

The existing 15-acre parcel is entirely within the General Plan use of Commercial. The 15-acre parcel overlaps two zoning districts, C-3 and R1-10. This request for the 15-acre parcel is to rezone the property PD-C with specific requirements for the hospital structure. The master developer Garn Development is also submitting a PD-C but only for the commercial property as shown in their submittal. The Zion Regional Medical Center is submitted independently and has been coordinated with the master developer to assure continuity of both developments. The intention is to expedite the hospital development and approve the building design and the rezone request in the same Public Meetings. An Exhibit has been added to the end of this report showing the limits of the Hospital rezone request and the coordination with the master developer.

Proposed Area, Setback and Height Requirements

Minimum yard setbacks (per St. George City Code 10-8D-6)

Front (south)	20' (to 850 North roadway)
Side (west)	0' (to internal commercial)
Side (east)	30' (R1-10 Zoning)
Rear (north)	10' (to exterior commercial)
Lot Area Min	10,000
Max Coverage	50%
Max Bldg. Height	50'

Proposed Uses

As part of this 15-acre Planned Development – Commercial rezone request, the proposed uses are all medical in nature and ancillary to the General Hospital. The proposed uses include:

Ambulance Service, (Including Helicopter)

Financial, Medical, and Professional Services

Hospital

Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hr)

Office

Retail Shops: Drive-through sales (Pharmacy), Specialty Sales (Medical Equipment/Supplies)

Service Businesses: Personal Care Service, Personal instruction service

Urgent Care

Communication Transmission facilities, including wireless, primary, & height over 50'

Proposed Building

The hospital building is a proposed 3-story structure. The natural topography falls to the southeast (approximately 30' across the entire 15-acres) and the building has been designed with a lower level opening to the east. As such, the west elevation only reveals a 2-story structure, but the east elevation shows a 3-story structure. The hospital is proposed to be 45'-4" tall with a 12'-0" mechanical screening of equipment above the top of building, for a total height of 57'-4". This building height is measured from the low side of the building (the east side).

The proposed building materials include two different but complimentary EFIS finishes as well as faux French Limestone along the main building entrance and emergency entrance. Curtainwall grazing is proposed at the main entrance of the building that faces the new public roadway 850 N that extends along the development frontage as shown in the building elevation details.

A proposed tower sign attached to the hospital has not been shown or detailed in the plans or exhibits. **It is anticipated that the tower will extend approximately 50' from the main building entrance to serve as an identifying element for patient arrival.** This additional height for the hospital tower sign will create building visibility from 3050 E which is approximately 10' to 30' higher than the proposed finished grade of the hospital.

Project Density

The proposed density of the project is shown at both the initial phase of construction as well as the future expansion and MOB.

Phase 1	Area (sf)	% of Total
Building Footprint	42,820	6.55%
Parking/Drive/Sidewalk Area	206,906	31.67%
Landscape Area	382,088	58.48%
Medical Office Building	20,000	3.06%
Helipad	1,600	0.24%
TOTAL =	653,414	100.00%

Future Expansion Density and Lot Coverage Calculations:

Future Expansion Included	Area (sf)	% of Total
Building Footprint	70,865	10.85%
Parking/Drive/Sidewalk Area	357,679	54.74%
Landscape Area	203,270	31.11%
Medical Office Building	20,000	3.06%
Helipad	1,600	0.24%
TOTAL =	653,414	100.00%

During the future expansion of the hospital development, the maximum lot coverage is 14% (total building footprint divided by total parcel size of 15 acres).

Project Phasing

The proposed initial phase of construction only includes the 85,000 SF hospital and corresponding site improvements. The undeveloped portions of the 15 acre site will be stabilized and landscaped for future expansion. The Medical Office Building is shown on the hospital site and will be developed under a separate application. Once the 85,000 SF hospital and the Medical Office Building are developed, it is expected that hospital expansion will begin for additional capacity to the Surgical Department as well as the In-patient Beds and the Emergency Department. This future expansion will grow the hospital building to approximately 130,265 SF in size. This future expansion will include the addition of on-site parking as shown in the Site Development Plan.

Proposed Infrastructure (by master developer)

The project is being coordinated with the Master Development proposed by White Hills LC. The initial phase of construction will only include the 85,000 SF hospital and the necessary infrastructure. The public Roadway 850 N will be extended east into the master development along the proposed alignment. The roadway will terminate just past the hospital frontage with a temporary turnaround for emergency vehicles. The master developer (Garn Development) has the responsibility of designing and constructing all offsite improvements required for the hospital. These include extending the public roadway 850 North from 3050 East to include all of the hospital parcel frontage. Also, public water line and service will be extended along the same 850 North Right-of-Way to bring the available water to the hospital parcel. Sanitary sewer service will be from stubbed from 850 North by the master developer. Additionally, the master developer will be responsible for all electrical infrastructure requirements as needed by the City of St. George, such as the dedication of an electrical substation within the master development. Storm Drain infrastructure will be provided outside of the 15-acres hospital parcel. The hospital runoff will leave the parcel and be captured within an retention/detention basin within the master development.

Proposed Parking

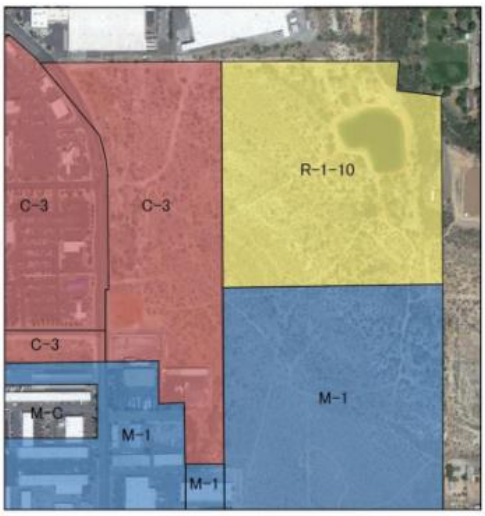
The site has been developed to accommodate the required parking of both Phase 1 improvements, the Future Expansion improvements, as well as the Medical Office Building as shown below:

Hospital Phase 1 Parking		Parking Req.
Beds (2 spaces per bed)	24	48
Office and Other Areas (1/250 SF)	52,338	209
	Phase 1 Total Parking Required	257
	Phase 1 Total Parking Provided	360

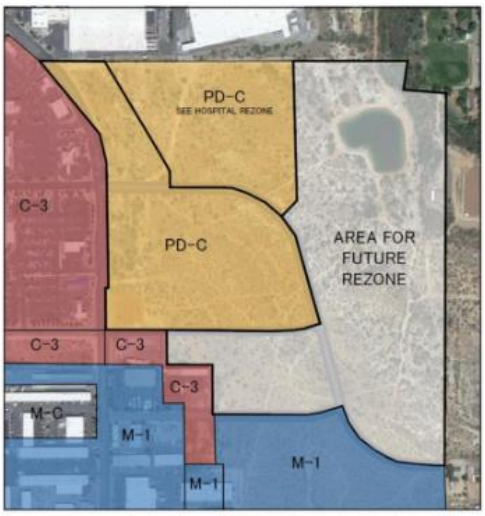
Hospital Future Expansion Parking		Parking Req.
Beds (2 spaces per bed)	48	96
Office and Other Areas (1/250 SF)	91,588	366
	Phase 2 Hospital Parking Required	462
	Phase 2 Total Parking Provided	462

Medical Office Building Parking		Parking Req.
Office (1/250 SF)	40,000	160
	Medical Office Building Parking Required	160
	Medical Office Building Parking Provided	160

Rezone Request:



EXISTING ZONING



PROPOSED ZONING

GARN DEVELOPMENT

SAINT GEORGE WHITE HILLS DEVELOPMENT
GENERAL PLAN AMENDMENT
SAINT GEORGE, UTAH

Colored Site Plan:

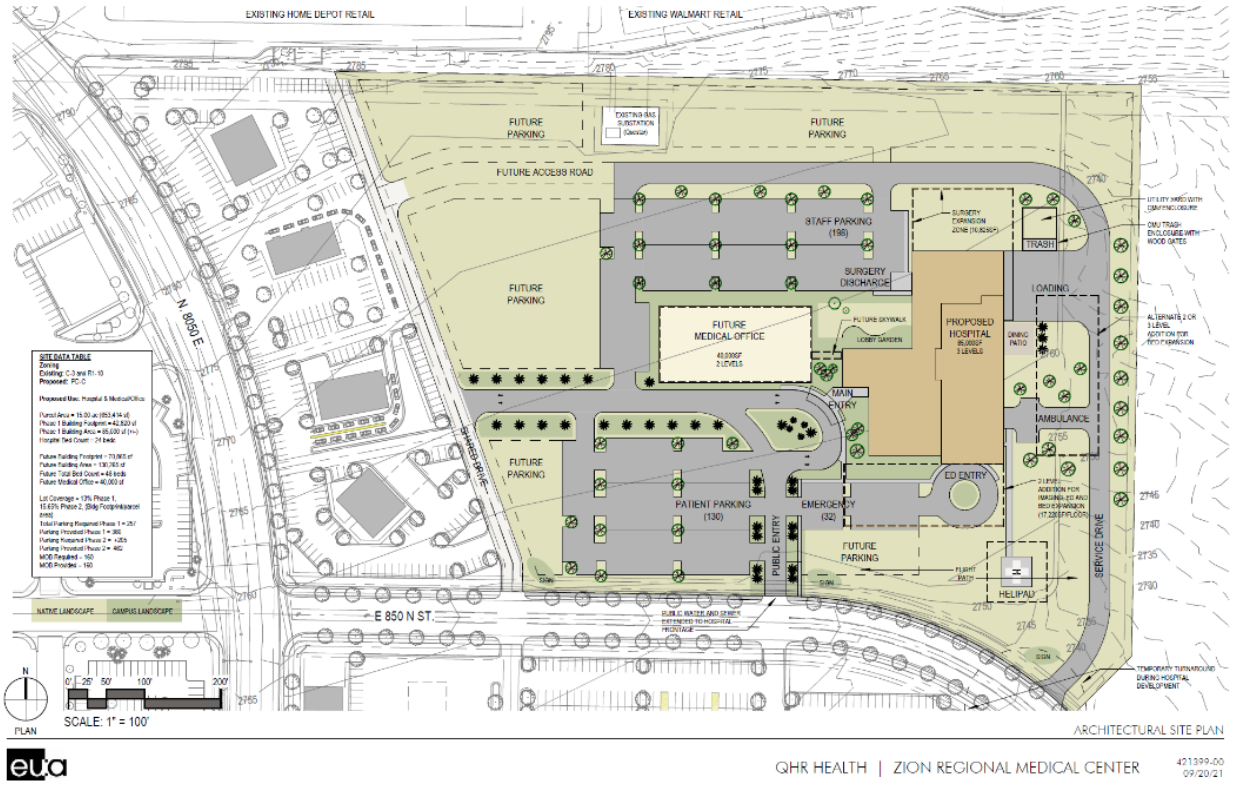


Exhibit B
PowerPoint Presentation

Zion Regional Medical Center



2021-ZC-076

Location


Red Hill Pkwy
I-15
Green Spring Dr
E 850 N ST
E 850 N ST
E 750 N ST
E 700 N ST
N 2720 E ST
N 2450 E ST
E 620 N ST
E 610 N ST
N 3050 E ST

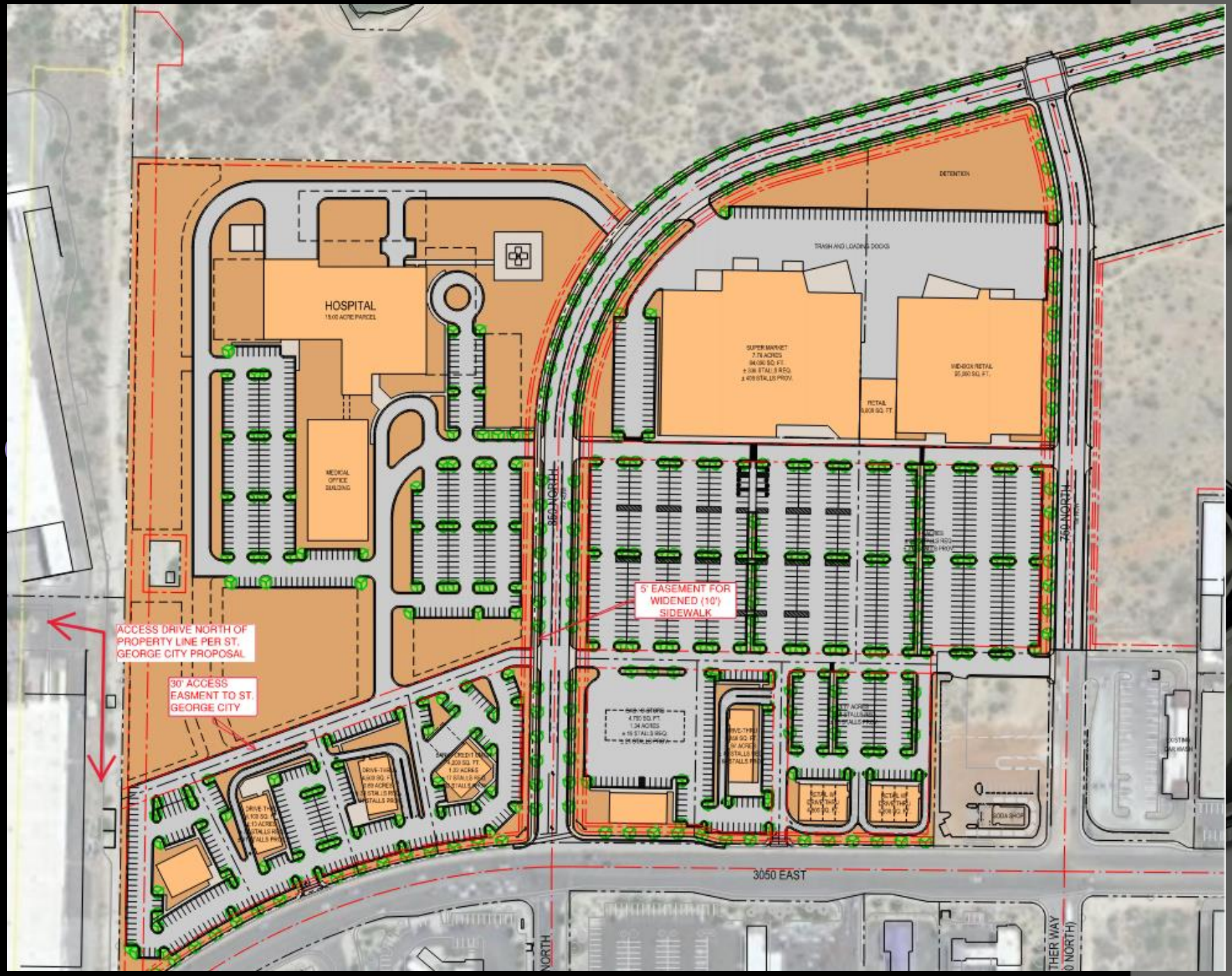
General Plan



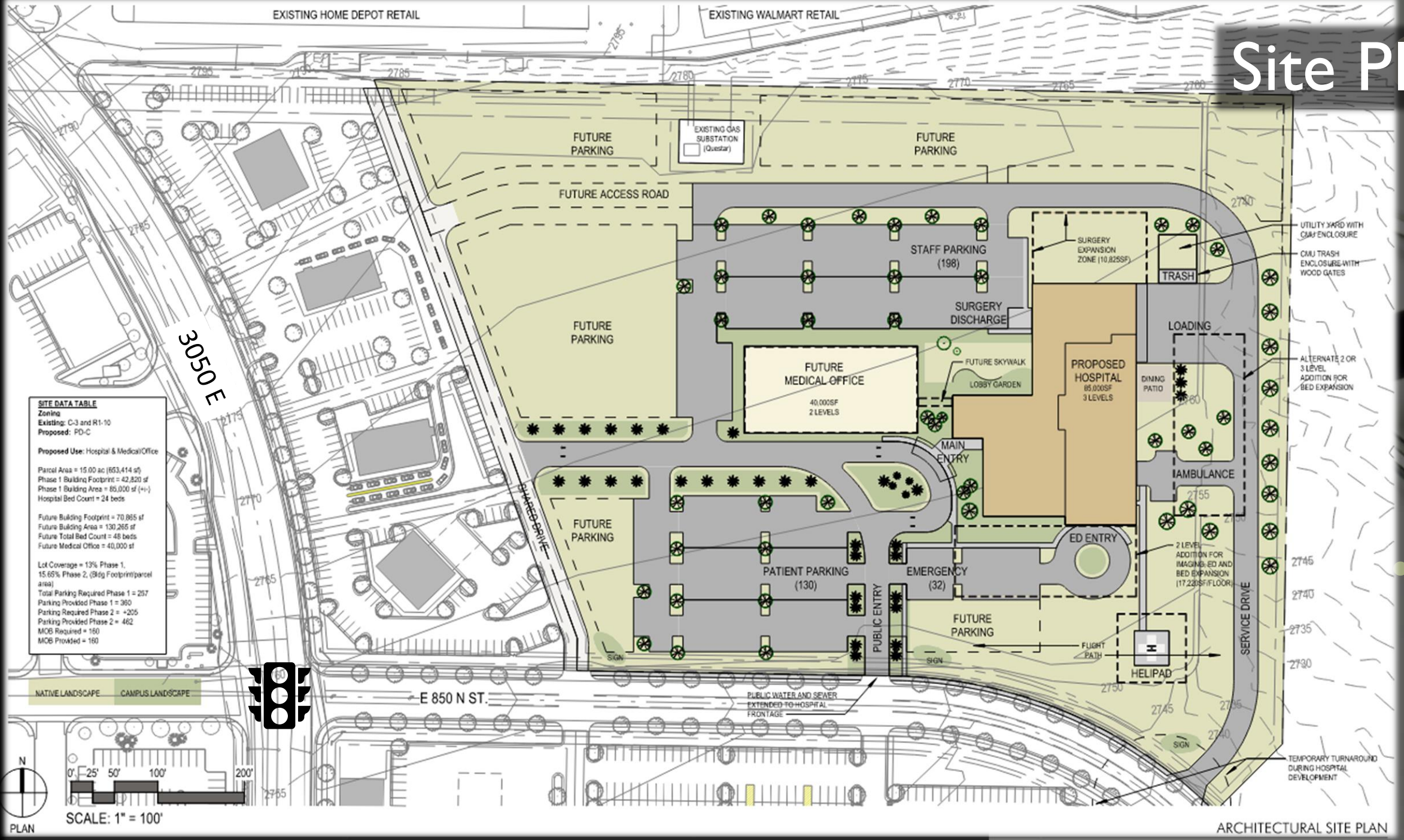
Zoning

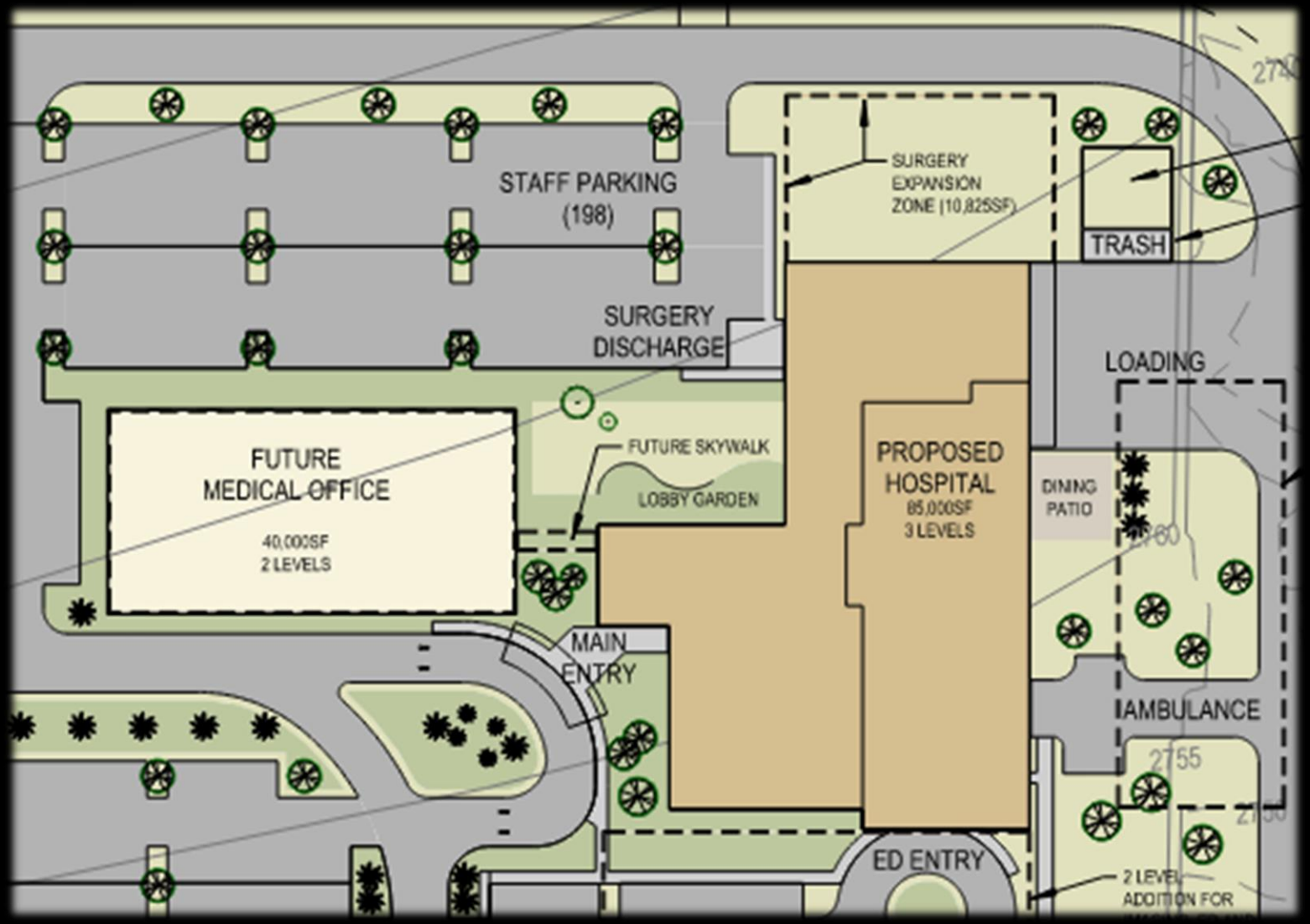


Area Concept Plan



Site Plan


EXISTING HOME DEPOT RETAIL
EXISTING WALMART RETAIL
FUTURE PARKING
EXISTING GAS SUBSTATION (Questar)
FUTURE PARKING
FUTURE ACCESS ROAD
STAFF PARKING (198)
SURGERY EXPANSION ZONE (10,825SF)
TRASH
UTILITY YARD WITH CMU ENCLOSURE
CMU TRASH ENCLOSURE WITH WOOD GATES
FUTURE PARKING
SURGERY DISCHARGE
LOADING
FUTURE MEDICAL OFFICE
40,000SF
2 LEVELS
FUTURE SKYWALK
LOBBY GARDEN
PROPOSED HOSPITAL
85,000SF
3 LEVELS
DINING PATIO
ALTERNATE 2 OR 3 LEVEL ADDITION FOR BED EXPANSION
3050 E
MAIN ENTRY
AMBULANCE
SHARED DRIVE
FUTURE PARKING
ED ENTRY
2 LEVEL ADDITION FOR IMAGING, ED AND BED EXPANSION (17,220SF/FLOOR)
PATIENT PARKING (130)
EMERGENCY (32)
PUBLIC ENTRY
FUTURE PARKING
SERVICE DRIVE
FLIGHT PATH
HELIPAD
SIGN
SIGN
SIGN
SITE DATA TABLE
Zoning
Existing: C-3 and R1-10
Proposed: PD-C
Proposed Use: Hospital & Medical/Office
Parcel Area = 15.00 ac (653,414 sf)
Phase 1 Building Footprint = 42,820 sf
Phase 1 Building Area = 85,000 sf (+/-)
Hospital Bed Count = 24 beds
Future Building Footprint = 70,865 sf
Future Building Area = 130,265 sf
Future Total Bed Count = 48 beds
Future Medical Office = 40,000 sf
Lot Coverage = 13% Phase 1, 15.65% Phase 2, (Bldg Footprint/parcel area)
Total Parking Required Phase 1 = 257
Parking Provided Phase 1 = 360
Parking Required Phase 2 = +205
Parking Provided Phase 2 = 462
MOB Required = 160
MOB Provided = 160
NATIVE LANDSCAPE
CAMPUS LANDSCAPE
E 850 N ST.
PUBLIC WATER AND SEWER EXTENDED TO HOSPITAL FRONTAGE
TEMPORARY TURNAROUND DURING HOSPITAL DEVELOPMENT
N
0' 25' 50' 100' 200'
SCALE: 1" = 100'
PLAN
ARCHITECTURAL SITE PLAN

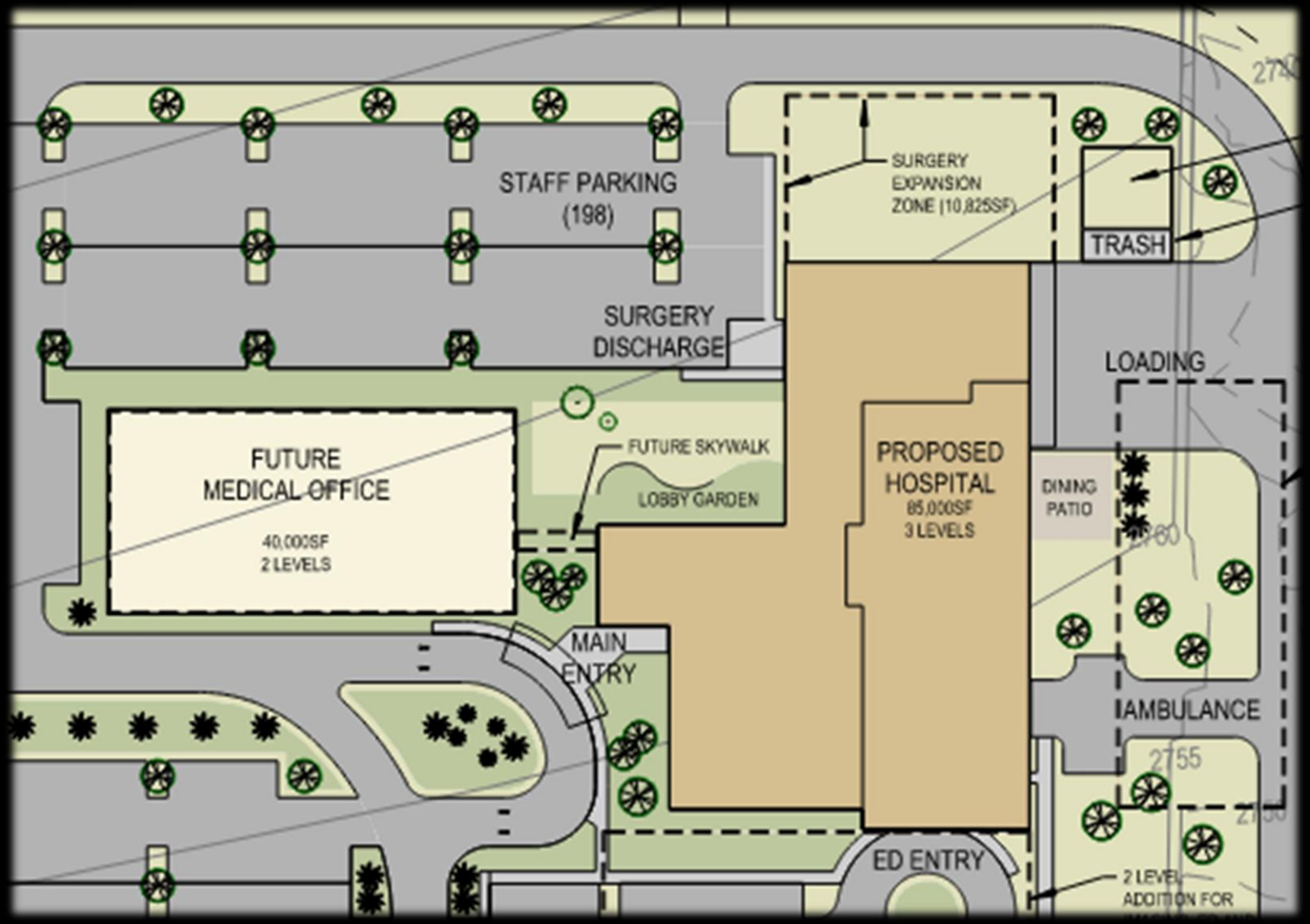


Hospital

- 85,000 sq. ft.
- 3 story
- 24 beds
- 4 operating rooms
- 12 emergency bays

Future Expansion:

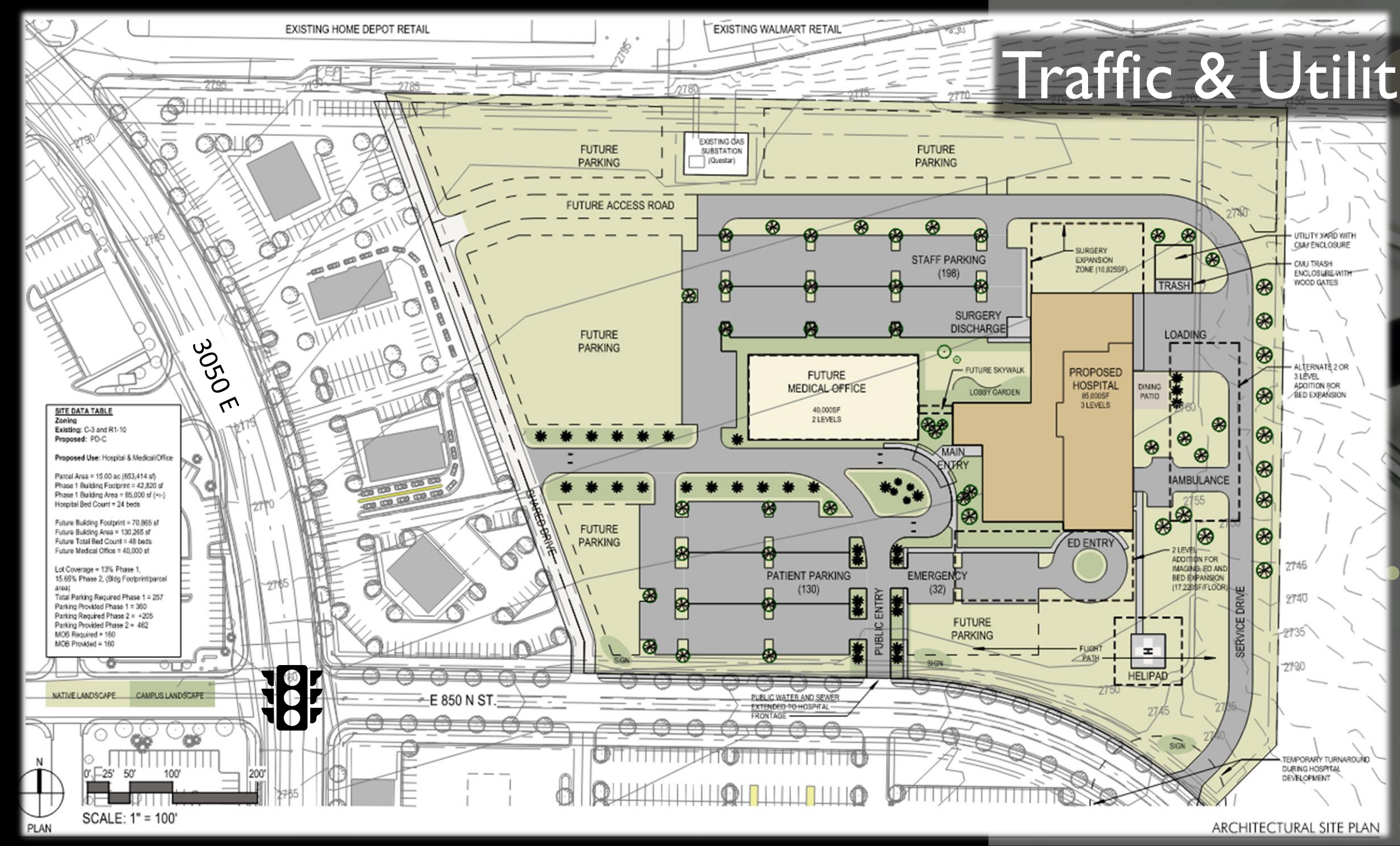
- 130,265 sq. ft.
- 48 beds

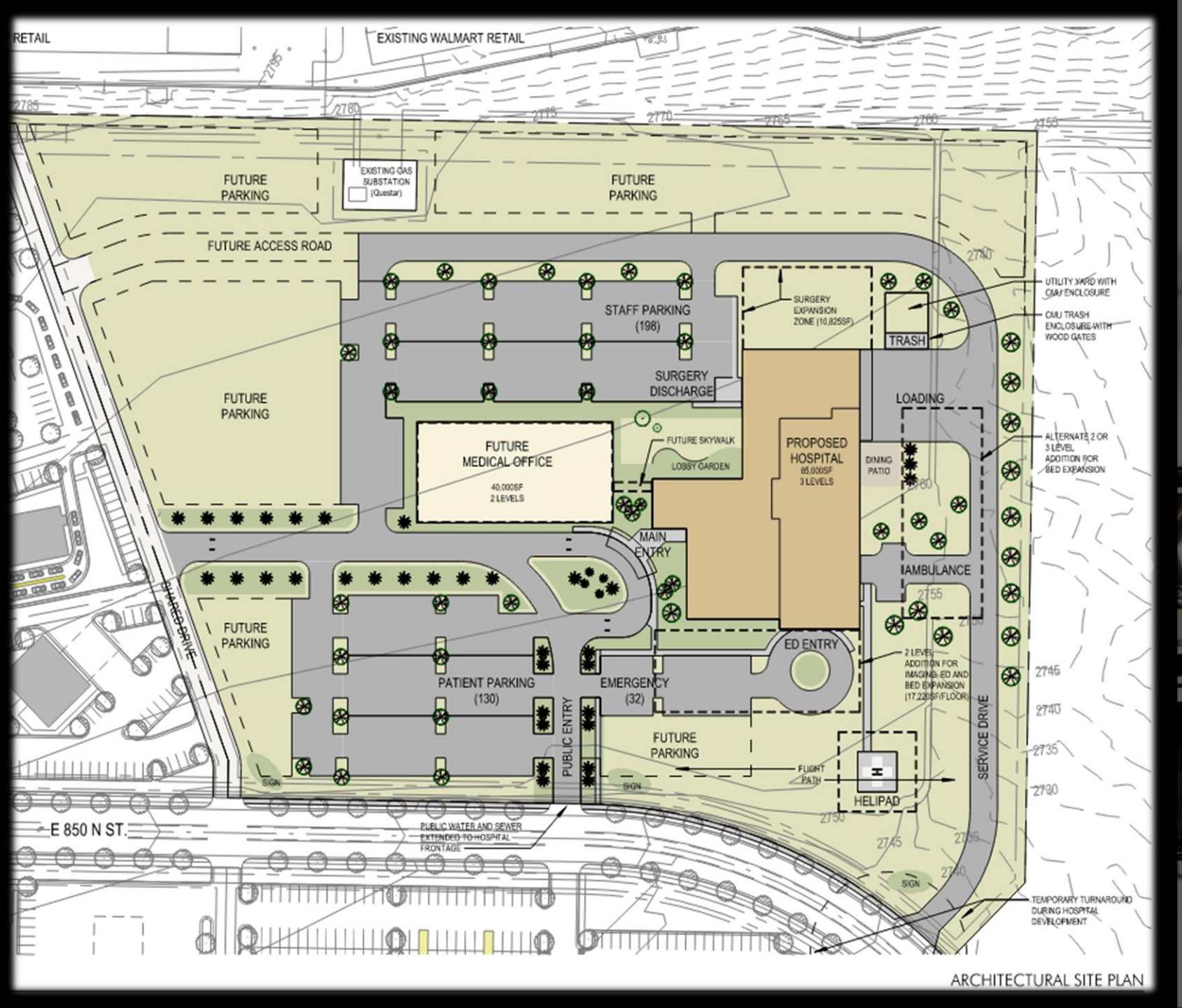


Future Medical Office

- 40,000 sq. ft.
- 2 story

Traffic & Utilities





Parking

Parking shown: **360** stalls. Parking was determined as:

Beds

2 stalls per bed @ 24 beds = 48 stalls

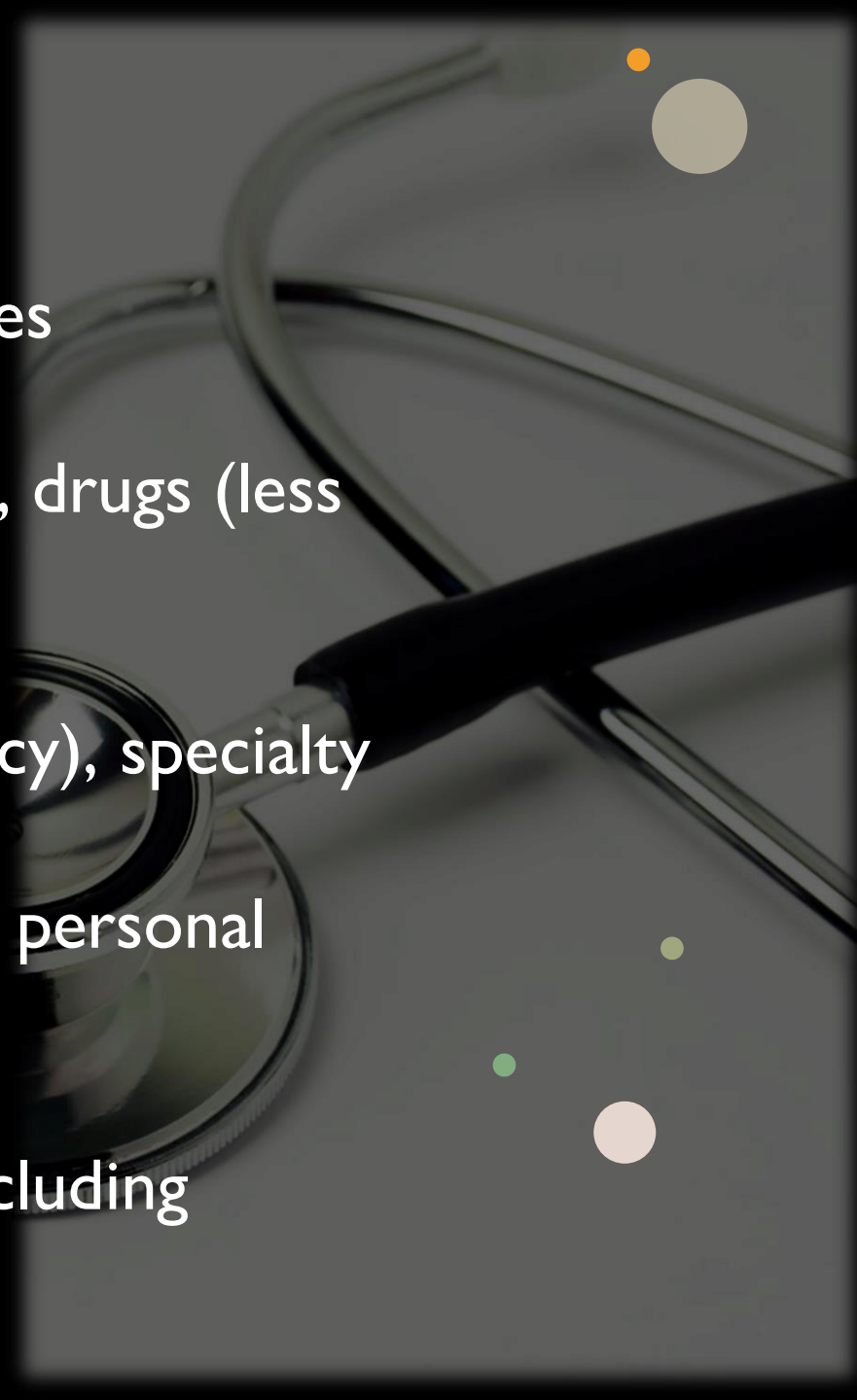
Office

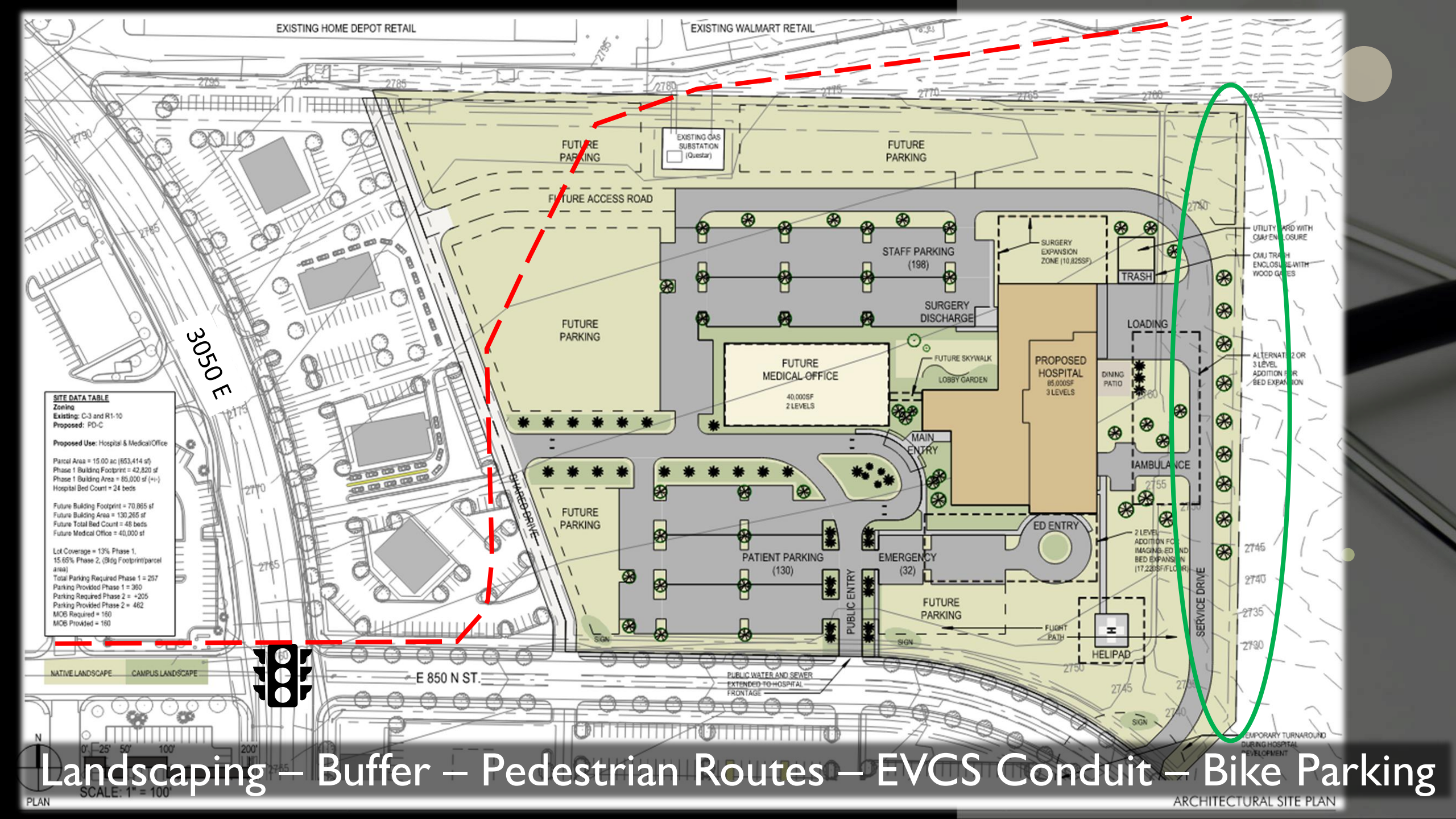
1 stall per 250sf @ 52,338sf = 209 stalls

Total Required = 257 stalls, over 103 stalls

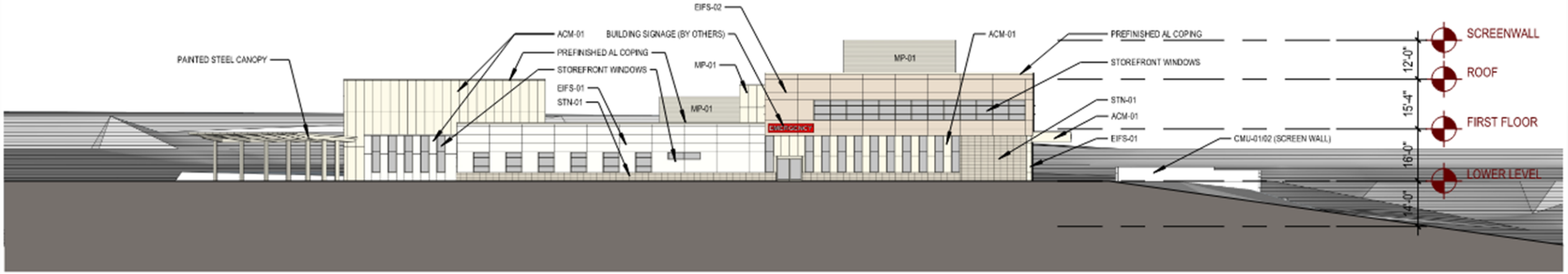
Use List

- Ambulance Service (including Helicopter)
- Financial, Medical, and professional services
- Hospital
- Counseling center, mental health, alcohol, drugs (less than 24 hr)
- Office
- Retail shops: drive-through sales (pharmacy), specialty sales (medical equipment/supplies)
- Service businesses: personal care service, personal instruction service
- Urgent care
- Communication transmission facilities, including wireless, primary, & height over 50’

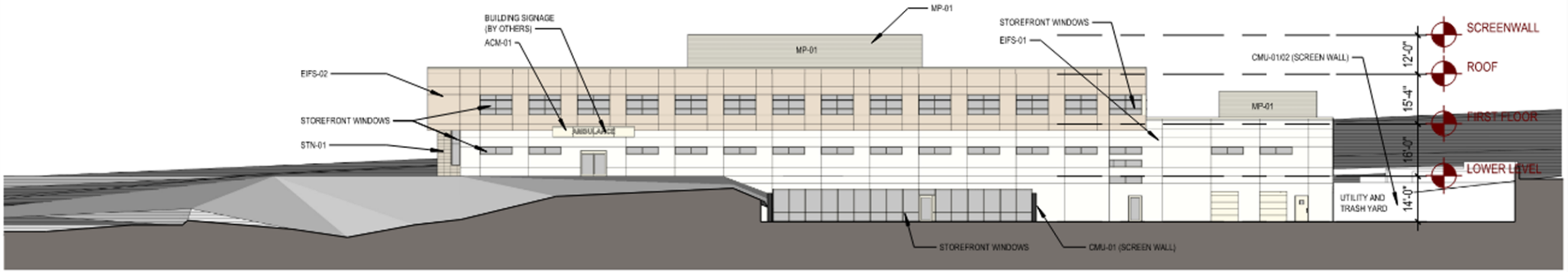




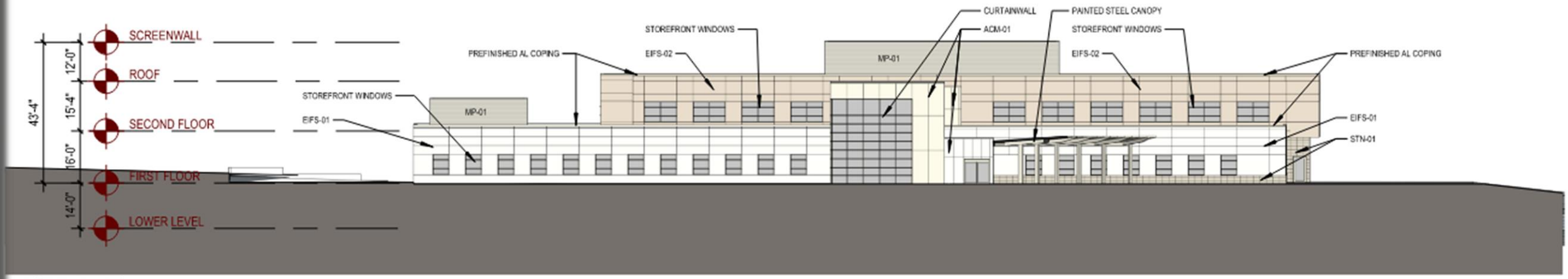
Landscaping – Buffer – Pedestrian Routes – EVCS Conduit – Bike Parking



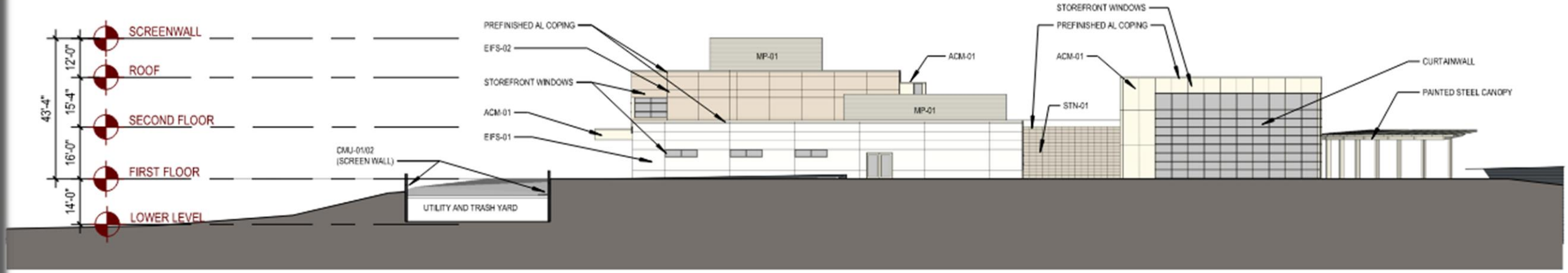
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



PERSPECTIVE FROM E 850 N ST



EXTERIOR MATERIALS

RECOMMENDATION

Planning Commission recommended approval of this zone change with the following conditions:

1. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
2. The applicant must provide a finalized copy of the traffic study for review by staff.
3. A maximum height of no more than 54’ will be allowed for all structures.
4. A Communication Transmission Facility over 50’ will need to meet the standards found in Section 10-17A-6 and go through a zone change amendment.
5. Pedestrian friendly access is provided from the hospital entrance east to the shared drive to access commercial development on 3050 East Street.
6. The applicant will work with staff on the accesses into Washington City.

The draft traffic study was received, and below are the additional recommendations from staff:

1. The DRAFT study does not address traffic volumes at the intersection of Red Cliffs/3050 E/Green Springs/Telegraph. However, based on the MPO travel demand model, a roadway connection between the proposed project and the Home Depot/Walmart development significantly improves the traffic at the Red Cliffs/3050 E intersection. As such, a driveway connection would need to be included in the dedicated ROW within the proposed project in the case that a connection is built (this would require Washington City to obtain additional easement from Home Depot, which hasn't fully occurred yet). If this driveway connection is constructed, the City will bear the costs of the driveway.
2. Provide a finalized copy of the project’s traffic study for review.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-3 (GENERAL COMMERCIAL) AND R-1-10 (SINGLE FAMILY RESIDENTIAL MINIMUM LOT SIZE 10,000 SQUARE FEET) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 15 ACRES LOCATED EAST OF 3050 EAST STREET AND NORTH OF 750 NORTH.

(Zion Regional Medical Center)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial) and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial) on approximately 15 acres located east of 3050 East Street and north of 750 North; and

WHEREAS, the Planning Commission held a public hearing on the requested zone change; and

WHEREAS, the City Council held a public meeting on this request on December 2, 2021; and

WHEREAS, the City Council has determined that the requested amendment 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 from C-3 (General Commercial) and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial)on approximately 15 acres located east of 3050 East Street and north of 750 North. The location of the zone change is more specifically described on the attached property legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

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 2nd day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Beginning at a point on the section line, said point being North 89°02'41" West 1,939.76 feet along the section line from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

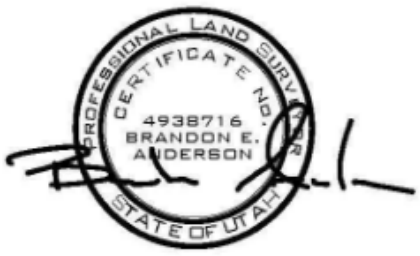
thence South 89°02'41" East 1,060.78 feet along said section line;
thence South 00°57'20" West 749.07 feet;
thence South 45°00'00" West 110.03 feet;
thence Northwest 411.27 feet along an arc of a 535.00 foot radius curve to the left (center bears South 45°00'00" West, long chord bears North 67°01'20" West 401.22 feet with a central angle of 44°02'41");
thence North 89°02'41" West 367.00 feet;
thence North 00°57'19" East 37.08 feet;
thence North 20°00'00" West 686.01 feet to the Point of Beginning.

Less and excepting the following parcel:

Beginning at a point being North 89°02'41" West 1,512.28 feet along the section line and South 40.00 feet from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

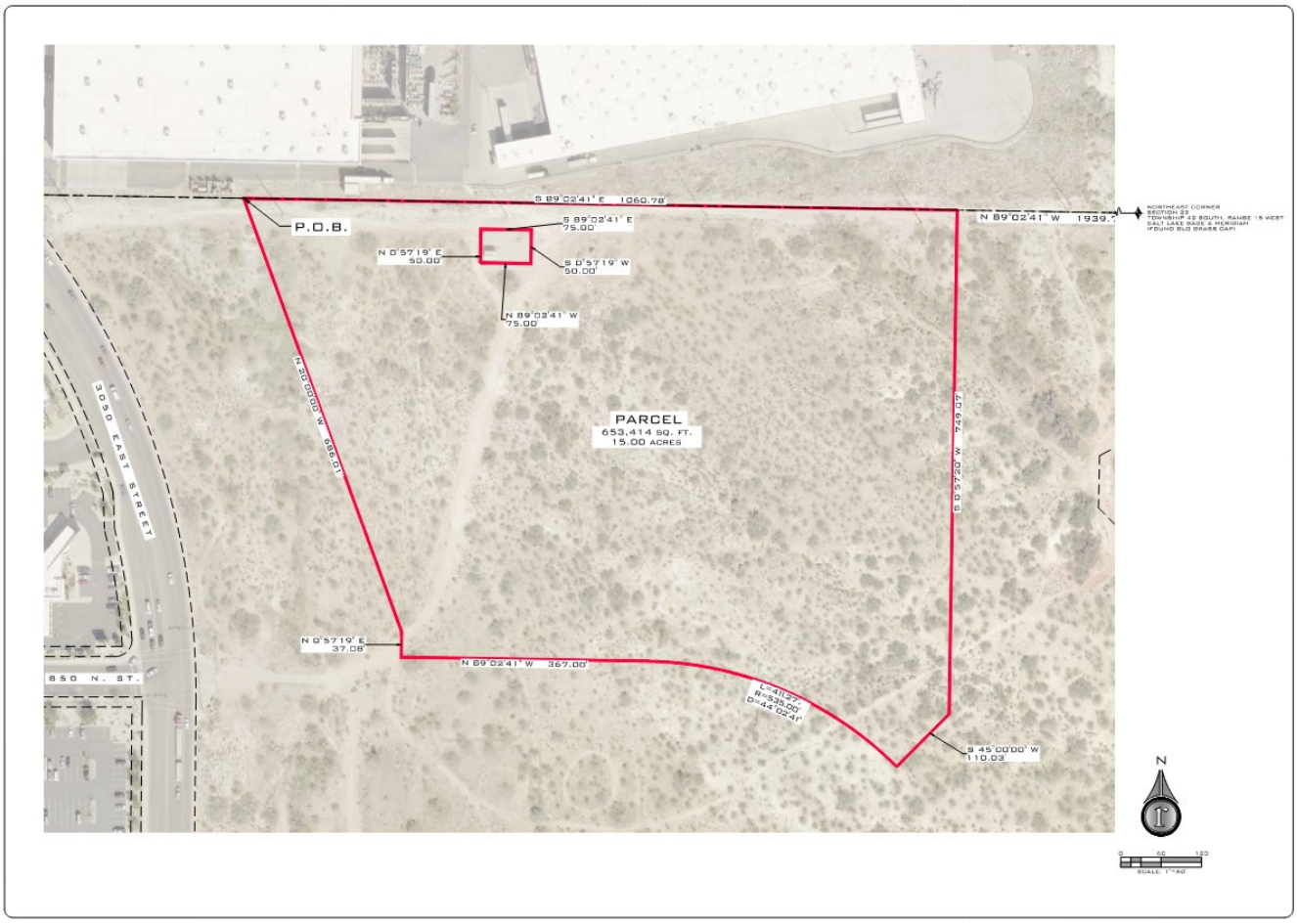
thence South 00°57'19" West 50.00 feet;
thence North 89°02'41" West 75.00 feet;
thence North 00°57'19" East 50.00 feet;
thence South 89°02'41" East 75.00 feet to the Point of Beginning.

Containing 653,414 square feet or 15.00 acres.



September 16, 2021

Exhibit “B” – Parcel Exhibit



DRAFT

Agenda Item Number: **07**

Request For Council Action

Date Submitted	10/27/2021 08:37 AM
Proposed City Council Date	12/02/2021
Applicant	Scott Sandberg
Subject	Consider approval of an ordinance changing the zone from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street, north of 750 North Street to be known as St. George White Hills Development. Case No. 2021-ZC-074
Background	The underlying general plan land use is COM (Commercial) with adjacent zoning of R-1-10 (Single Family Residential), C-3 (General Commercial), and M-1 (Manufacturing). The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-zc-074whitehillsccpacket113021111852.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/12/2021
CITY COUNCIL AGENDA REPORT: 12/02/2021

St. George White Hills Commercial Development Zone Change (Case No. 2021-ZC-074)		
Request:	This is a request to rezone 23 acres from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) to develop a new commercial center.	
Applicant:	Scott Sandberg	
Representative:	Garrett Goff	
Location:	The property is located east of 3050 East Street, north of 750 North Street.	
General Plan:	COM (Commercial)	
Existing Zoning:	C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential)	
Surrounding Zoning:	North	C-3 (General Commercial) and R-1-10 (Single Family Residential)
	South	C-3 (General Commercial) and M-1 (Manufacturing)
	East	M-1 (Manufacturing) and R-1-10 (Single Family Residential)
	West	C-3 (General Commercial)
Land Area:	Approximately 26.99 acres	



BACKGROUND:
This is an initial zone change request to create a new planned development commercial (PD-C) zone for the purpose of developing a new commercial center to be located east of 3050 East Street and north of 750 North Street. This zone change request will be to approve the PD-C zone along with the conceptual layout and use list only; the applicant will need to return for an amendment with each new building design.

The conceptual layout is included, it is proposed to have four mid-box pads and one retail pad along with eight out lots designed for restaurant, service, and gas station/C store uses. The proposed use list is attached as Exhibit A. Staff does have comments concerning a few of the uses. Staff's comments are listed after the use which has been italicized:

1. *Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).* This use is allowed as a permitted with standards use.
2. *Car wash.* A car wash is only permitted in a PD-C (Planned Development Commercial). This zone change request would change this zone to PD-C; however, the applicant does not have any plans to present at this time. Staff proposed that this use be removed at this time, and if and when they are ready to build a car wash at this location, they propose to add this use at that time.
3. *Large floor area building (20,000 sq. ft. or more ground floor aggregate).* This use requires a CUP (Conditional Use Permit) in the commercial zones; however, since this request is to create a PD-C, a CUP would not be needed as 20,000 sq. ft. buildings are permitted through the approval process.
4. *Crematorium, independent human*. Crematoriums produce a fine dust particle that could be detrimental to the health of children and the elderly. Since residential development is proposed nearby, this use may not be appropriate.

Apart from the conceptual layout and use list, the applicant will be required to complete a traffic study for this area. They are currently working on completing the traffic study, and we expect the traffic report to be completed by the last week of October when our engineers will be able to formally review it. In addition, there is a planned pedestrian path that heads east along 850 North Street and then turns north to meet up with a planned Washington City trail on the east side of Walmart. The developer will be required to put in the pedestrian path and will work with our engineers to do so.

RECOMMENDATION:
Planning Commission recommended approval of this Zone Change with the following conditions:

1. The following uses be removed:
    a. Car wash
    b. Large floor area building (20,000 sq. ft. or more ground floor aggregate)
    c. Crematorium, independent human

2. Permitted with Standards (PS) is added to the Animal hospital and veterinary clinic, including overnight care of large animals (no boarding) use.

3. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.

4. If the traffic study produces any concerns, they will be mitigated by staff during the site plan review process.

5. The applicant will work with staff on the accesses into Washington City.

ADDITIONAL RECOMMENDATION:

The draft traffic study was received, and below are the additional recommendations from staff:

1. Proposed access 3 is located on the inside of a curve. We typically don't allow that unless there are sight restrictions for any buildings, walls, landscaping, etc. within the sight triangle for the intersection. It would be best if access 3 were moved to the straight section of roadway to the south.

2. Proposed access 5 is shown as an offset driveway (i.e., doesn't line up with the Costco driveway across the street) approx. 150 ft away from the opposing driveway. This is too close and should be lined up with the Costco driveway.

3. The proposed project shows two roadway connections to the east which line up with a future Foothill Dr connection and with 840 S, both of which are in Washington City. The southernmost access to 840 S will likely be the one connection built/connected during development of the property. The northern connection may be many years before it's connected, but planning for the possible connection should still occur with this proposed project.

4. The DRAFT study does not address traffic volumes at the intersection of Red Cliffs/3050 E/Green Springs/Telegraph. However, based on the MPO travel demand model, a roadway connection between the proposed project and the Home Depot/Walmart development significantly improves the traffic at the Red Cliffs/3050 E intersection. As such, a driveway connection would need to be included in the dedicated ROW within the proposed project in the case that a connection is built (this would require Washington City to obtain additional easement from Home Depot, which hasn't fully occurred yet). If this driveway connection is constructed, the City will bear the costs of the driveway.

5. The proposed project will need to drain wastewater and storm water to the south between Lots 5 (3243 East) and 6 (3287 East) of the Millcreek Industrial Park. This will require a drainage and utility easement. An additional access for maintenance and public access between these two properties would be a desired improvement

in order to provide an additional connection to the existing traffic signal which is located on Deseret Dr/3050 East.

6. If the project is planned to be built in phases, the developer will be required to provide an anticipated schedule of those phases. There are sections or areas of the development, because of storm and sewer drainage, that would need the drainage and utility easement before these specific areas are constructed/finalized. The proposed schedule would provide the City the appropriate information so as to time the approvals with the necessary obtained elements (e.g., easements and roadway connections).

7. Provide a finalized copy of the project's Traffic Study for review.

ALTERNATIVES:

1. Approve as presented.
2. Approval with additional conditions.
3. Deny.
4. Table the proposed zone change to a specific date.

POSSIBLE MOTION:

I move we approve the St. George White Hills Commercial Development zone change from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential) to PD-C (Planned Development Commercial) with the conditions recommended by the Planning Commission.

FINDINGS FOR APPROVAL:

1. The proposed amendment meets the requirements of the original zone change as approved by City Council.
2. There will be adequate parking on site to facilitate the development.

Exhibit A
Proposed Use List

LIST OF PROPOSED USES FOR SAINT GEORGE WHITE HILLS DEVELOPMENT

- Alcohol establishments, including the following:
  - Off-premise beer retailer.
  - Microbrewery or micro winery (with restaurant or bar establishment).
- Ambulance service.
- Indoor amusement activities such as paintball, miniature golf, arcade, etc.
- Animal Services including the following:
  - Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building.
  - Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).
- Automobile and vehicle services, limited to the following uses:
  - Automobile parts sales (new parts only); provided, conducted entirely within completely enclosed building.
  - Automobile rental (vehicles up to 26' in length)
  - Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery, or transmission work; provided, conducted within completely enclosed building.
  - Car wash.
  - Tire sales and services; provided, conducted entirely within completely enclosed building.
- Convenience markets with gas pumps/gas stations.
- Counseling center, mental health, alcohol, drugs (non-residential, less than 24 hours).
- Financial, medical, and professional offices.
- Food service establishments, including the following and similar uses:
  - Catering establishment.
  - Restaurant.
  - Drive-thru.
- Government facilities and public services.
- Hospital.
- Hotel/Motel.

- Nursing home.
- Offices.
- Large floor area building (20,000 sq. ft. or more ground floor aggregate).
- Retail shops:
    - Antique store.
    - Athletic and sporting goods store.
    - Department store.
    - Drive-through sales (pharmacy, dairy products, etc.)
    - Furniture sales and repair.
    - Household appliance sales and service.
    - Paint or wallpaper store.
    - Pawnshop.
    - Seed and feed store (retail).
    - Specialty sales (medical equipment/supplies).
    - Supermarket/grocery store.
    - Thrift shop/second hand store/ consignment store (no outside storage and no drop-off of items during the hours the business is closed).
    - Vegetable stand.
- Payday lending/title lending.
- Service Businesses, limited to the following:
    - Body piercing, ancillary to permitted use.
    - Carpet and rug cleaning.
    - Child care center.
    - Construction trade services, plumbing shop, electric shop, etc.
    - Crematorium, independent human.
    - Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities).
    - Gunsmith.
    - Janitor service and supply.
    - Locksmith.
    - Mortuary.
    - Cosmetic services.
    - Personal care services.
    - Personal instruction services.
    - Pest control and extermination.
    - Pet grooming.
    - Printing, lithographing, publishing, or reproduction sales and service.
    - Psychic, tarot card reader, fortune teller, hypnotist, etc.
    - Sign sales.
    - Tattoo establishment.
- Transportation, limited to the following uses:
    - Bus terminal.
    - Taxi/shuttle service.

Exhibit B
Applicant's Narrative

Planned Development Commercial Initial Zone Change

Summary:

The applicant is looking to change the zone on part of the acreage at approximately 3050 E 850 N. on parcels SG-5-2-22-112, SG-5-2-22-111, SG-5-2-22-12. The request is to change the C-3 zone to PD-C and change some of the R-1-10 zone to PD-C. The rest of the R-1-10 zone and some of the M-1 zone to the South will be an "area for future rezone". We are proposing retail shops along 3050 E. with a Hospital on the NE side of the rezoned PD-C, then we will have mid box retail at the SE side of the rezoned PD-C. The area for future rezone, we will look to have high density residential along with mid density residential. The balance of the area to the south will remain M-1. Thank you for your time and consideration.

Exhibit C
Citizen Comment

From: Andrew Christensen
Sent: Friday, October 8, 2021 2:48 PM
To: Carol Davidson
Subject: Re: Planning & Zoning Meeting Tuesday 10/12 5pm, St. George, UT

Hi Carol:

Thank you for your email.

I think the biggest questions we would have would be the obvious increased congestion on N. 3050 E., and Red Cliffs Drive.

The main statement we would have would be the potential widening of N. 3050 E., and widening of Red Cliffs Drive to accommodate the increased congestion for the large developments.

Would the developers being sharing the cost to widen the roads, or would this be a potential local roads or transportation municipality that will ultimately have to complete and fund the road improvements?

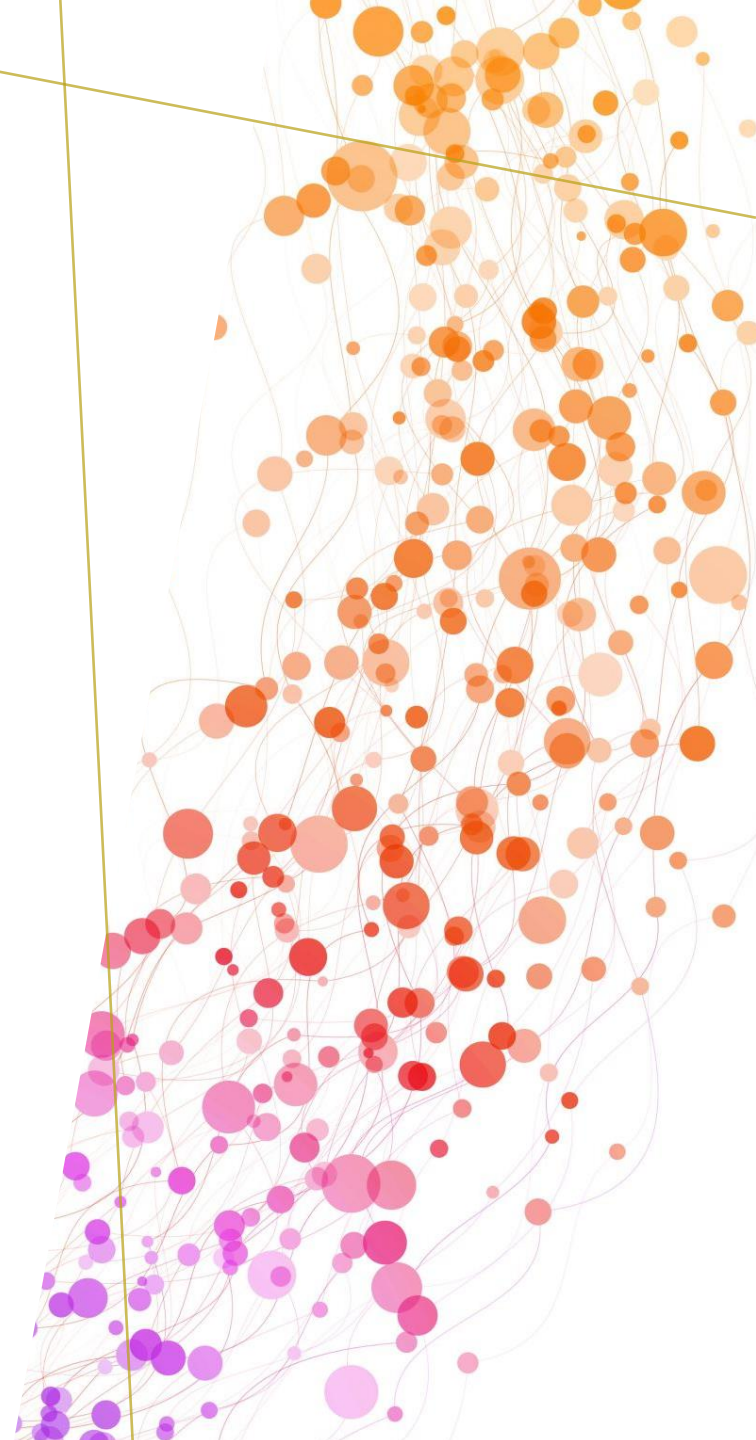
Thank you again for your email, and let me know if you have any questions.

Andrew Christensen
Real Estate Manager
Sportsman's Warehouse

Exhibit D
PowerPoint Presentation

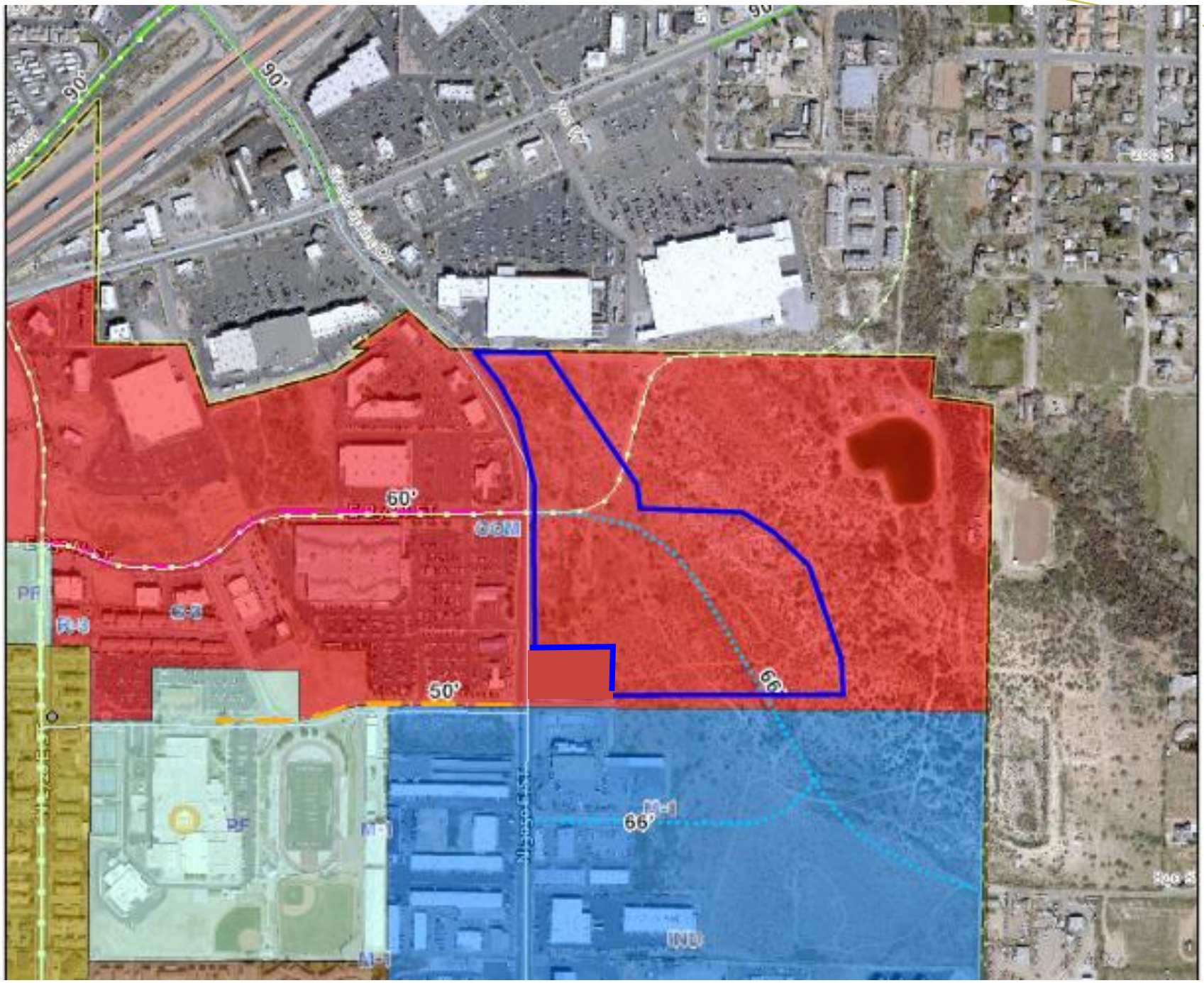
ST GEORGE WHITE HILLS COMMERCIAL DEVELOPMENT

2021-ZC-74

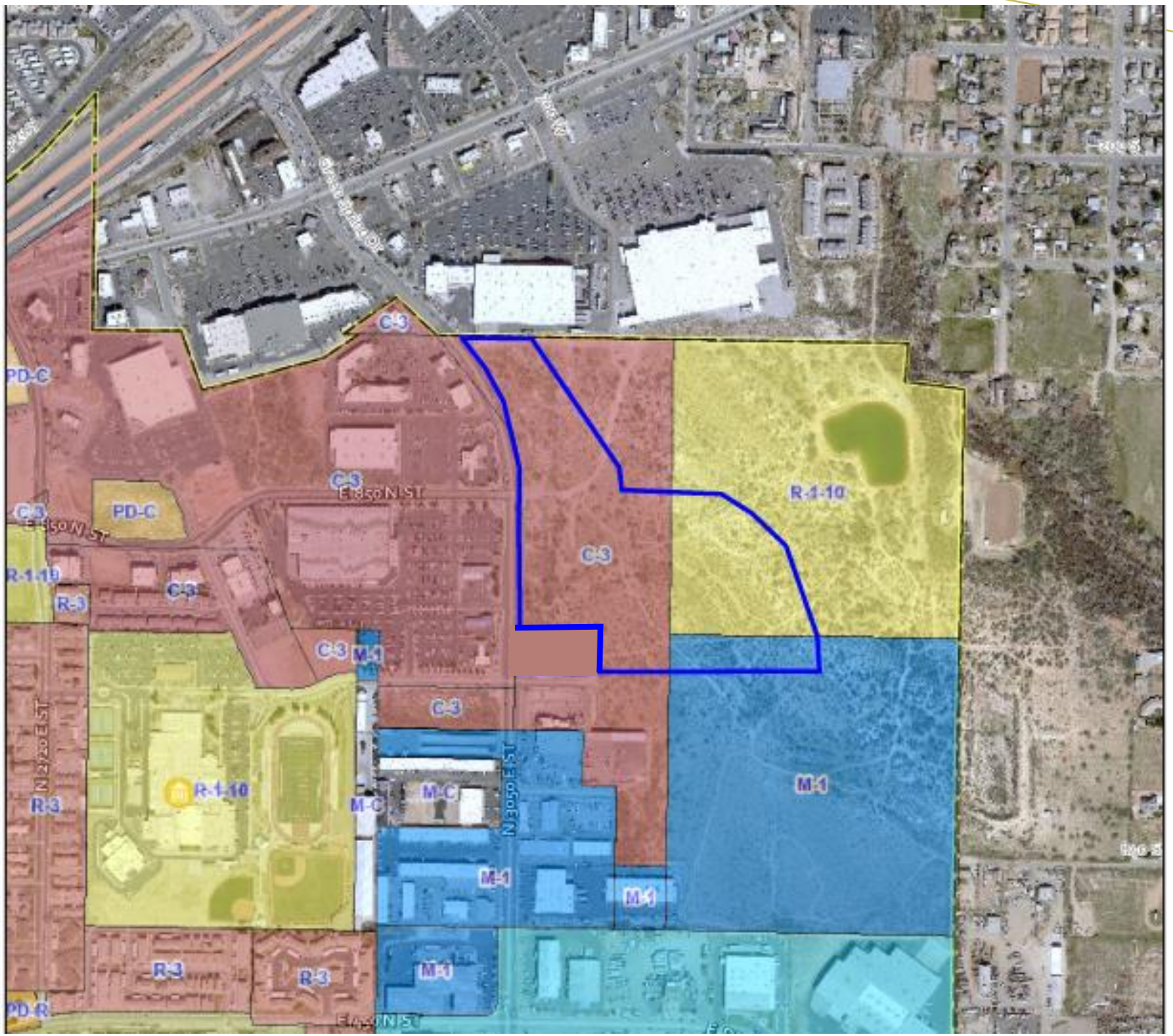




LOCATION

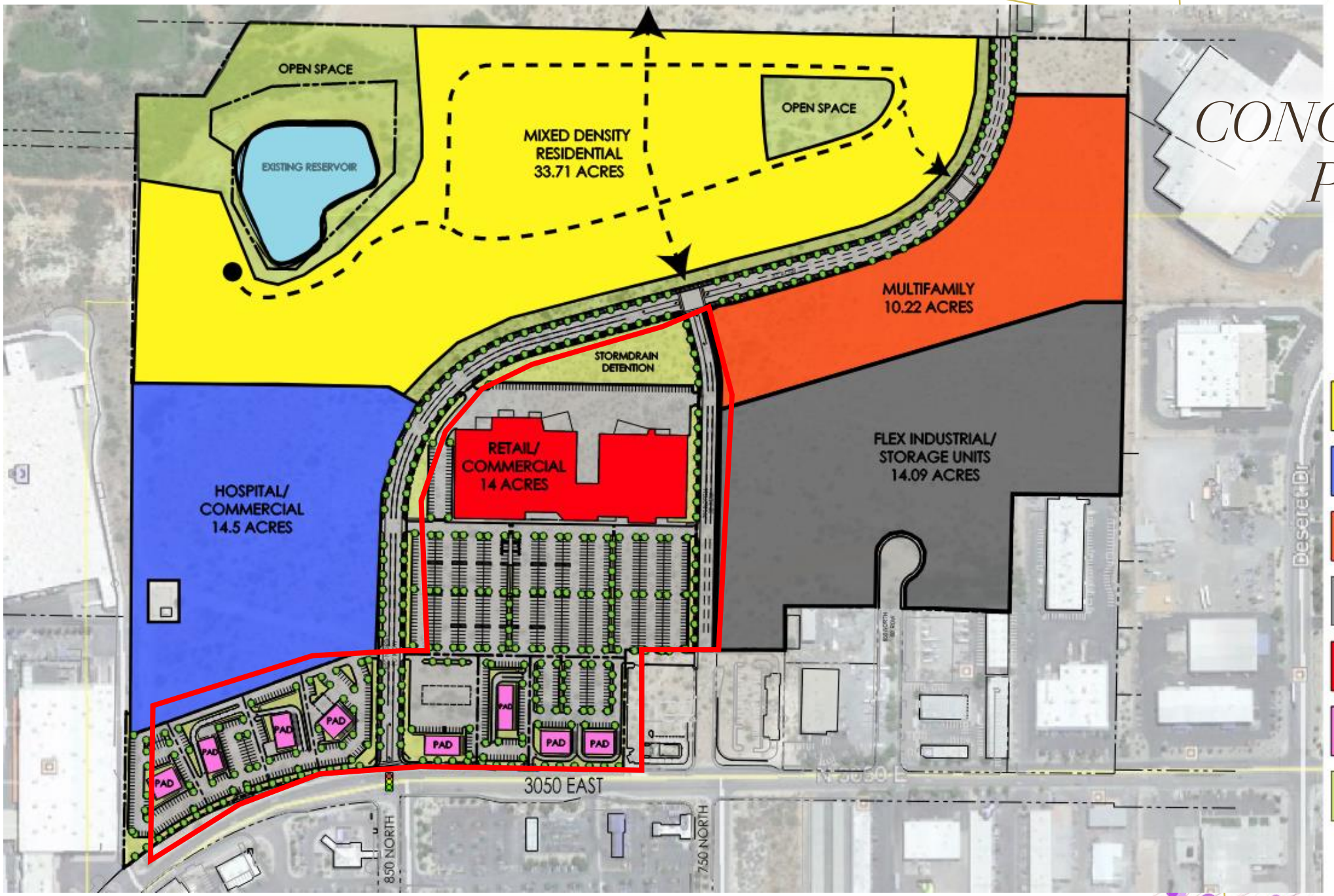


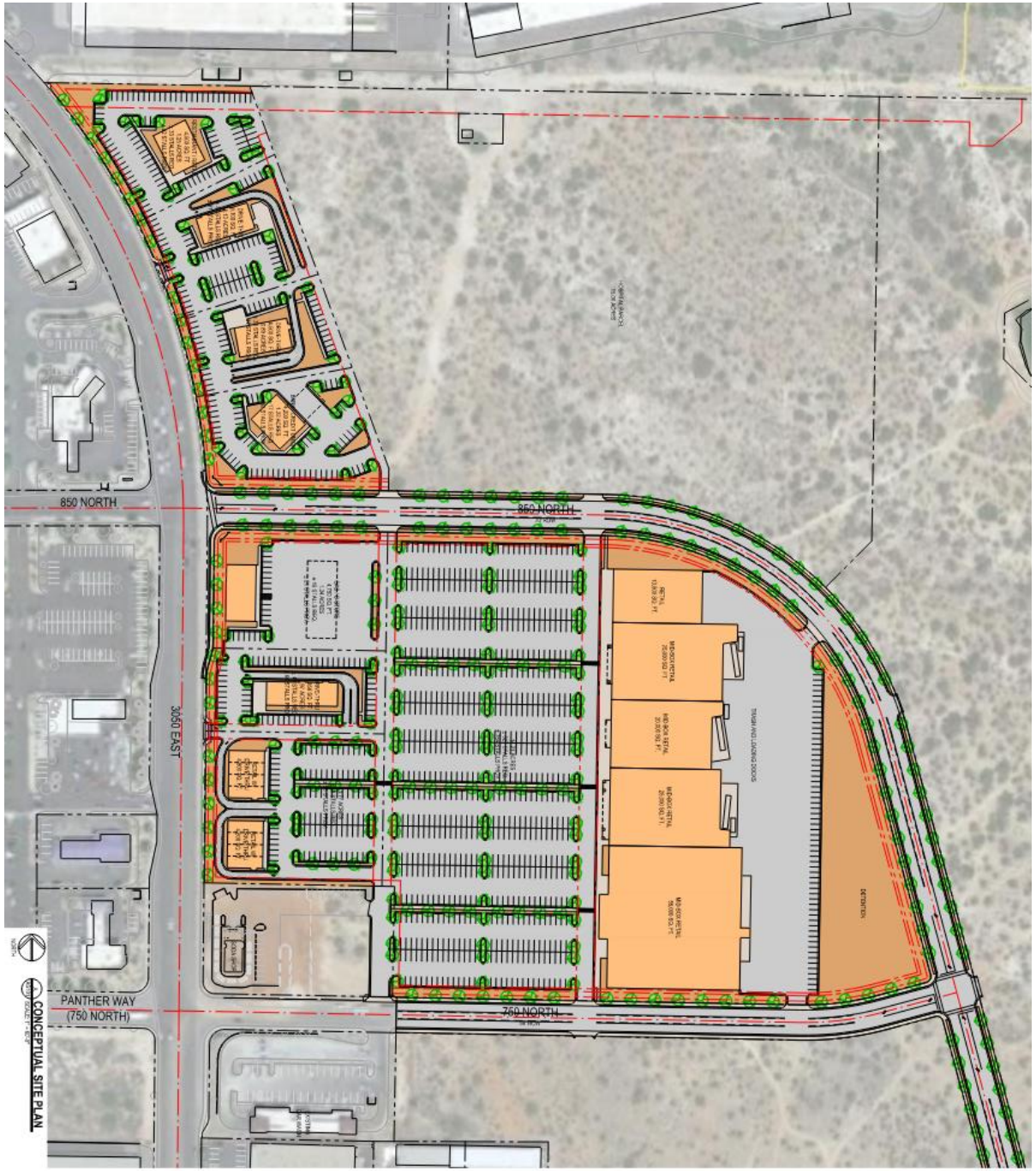
GENERAL PLAN


C-3
PD-C
C-3
E 350 N ST
PD-C
C-3
E 350 N ST
R-1-10
R-3
C-3
C-3
M-1
C-3
R-1-10
R-3
N 250 E ST
M-C
M-C
N 305 E ST
M-1
M-1
M-1
R-3
R-3
M-1
PD-R
E 450 N ST
R-1-10
C-3
M-1

ZONING

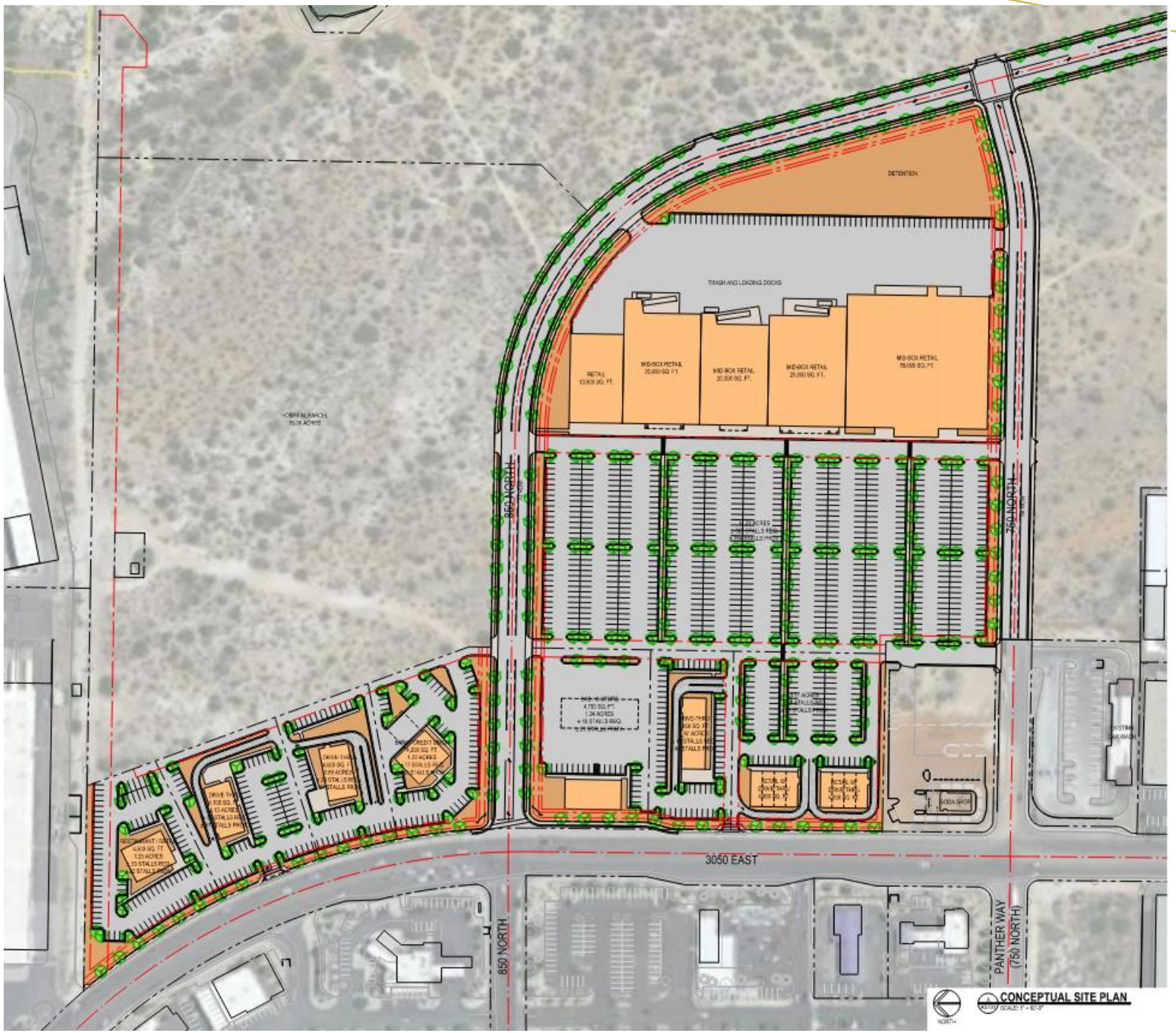
CONCEPTUAL PLAN



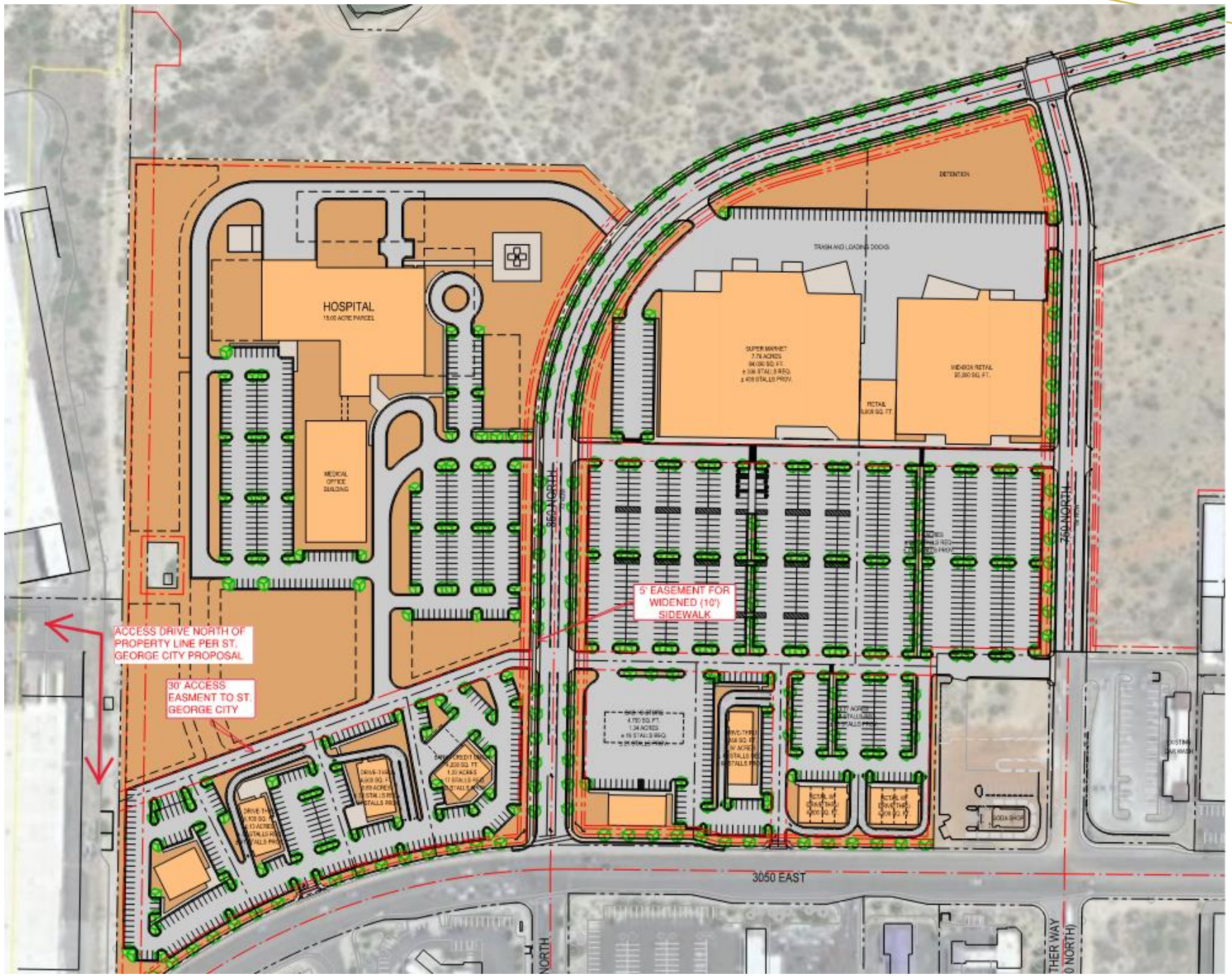


Traffic Study

CONCEPTUAL SITE PLAN

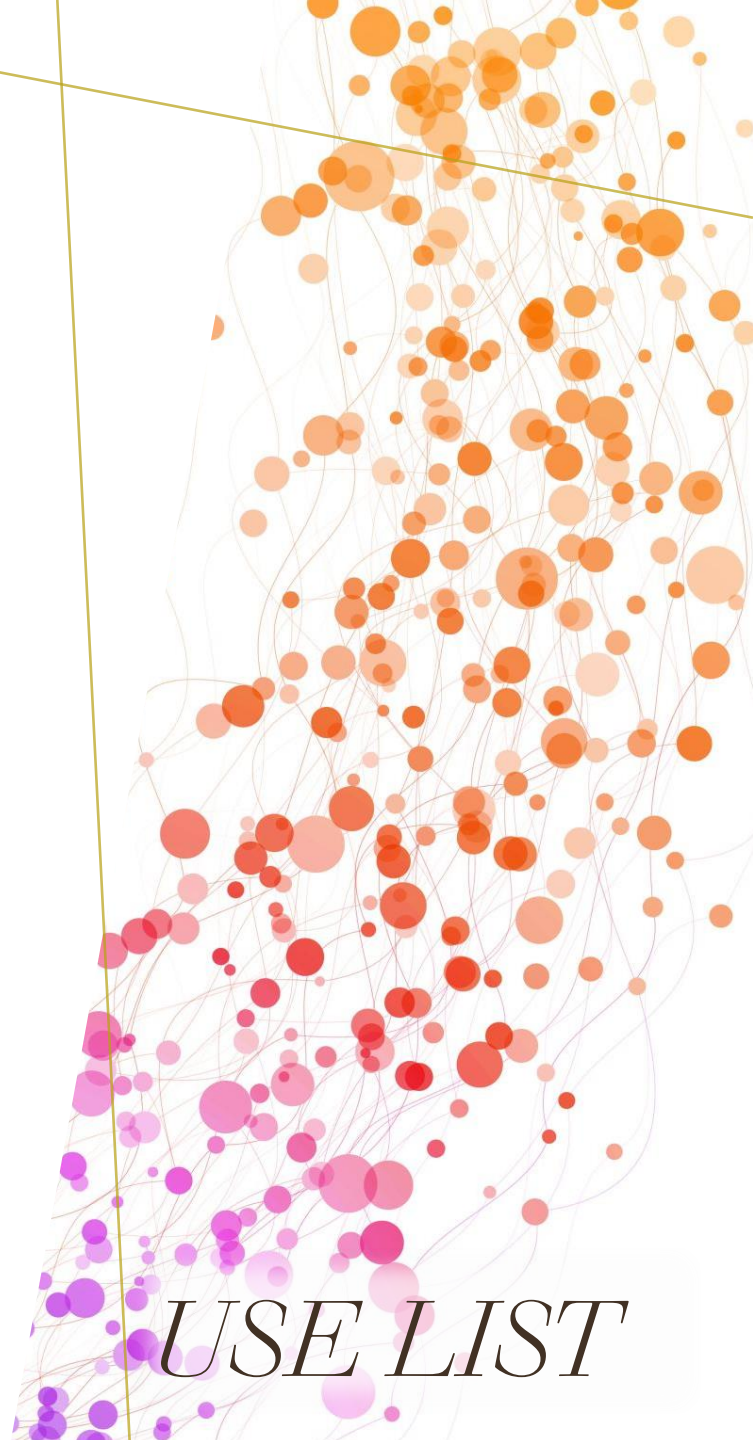


CONCEPTUAL SITE PLAN



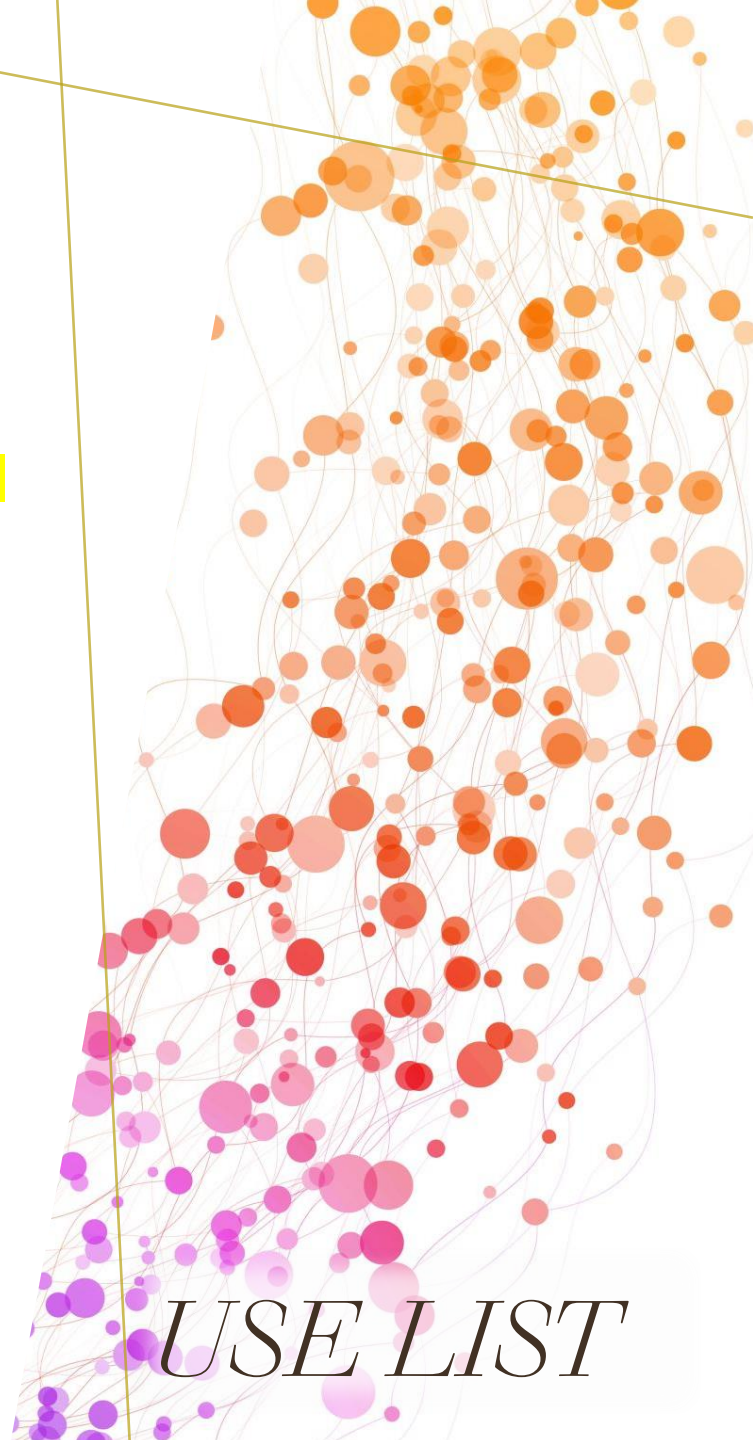
CONCEPTUAL SITE PLAN WITH HOSPITAL

- Alcohol establishments, including the following:
  - Off-premise beer retailer.
  - Microbrewery or micro winery (with restaurant or bar establishment).
- Ambulance service.
- Indoor amusement activities such as paintball, miniature golf, arcade, etc.
- Animal Services including the following:
  - Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building.
  - Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).
- Automobile and vehicle services, limited to the following uses:
  - Automobile parts sales (new parts only); provided, conducted entirely within completely enclosed building.
  - Automobile rental (vehicles up to 26’ in length)
  - Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery, or transmission work; provided, conducted within completely enclosed building.
  - Car wash.
  - Tire sales and services; provided, conducted entirely within completely enclosed building.
- Convenience markets with gas pumps/gas stations.
- Counseling center, mental health, alcohol, drugs (non-residential, less than 24 hours).
- Financial, medical, and professional offices.
- Food service establishments, including the following and similar uses:
  - Catering establishment.
  - Restaurant.
  - Drive-thru.



USE LIST

- Alcohol establishments, including the following:
  - Off-premise beer retailer.
  - Microbrewery or micro winery (with restaurant or bar establishment).
- Ambulance service.
- Indoor amusement activities such as paintball, miniature golf, arcade, etc.
- Animal Services including the following:
  - Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building.
  - Animal hospital and veterinary clinic, including overnight care of large animals (no boarding).
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  - Automobile rental (vehicles up to 26’ in length)
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  - Car wash.
  - Tire sales and services; provided, conducted entirely within completely enclosed building.
- Convenience markets with gas pumps/gas stations.
- Counseling center, mental health, alcohol, drugs (non-residential, less than 24 hours).
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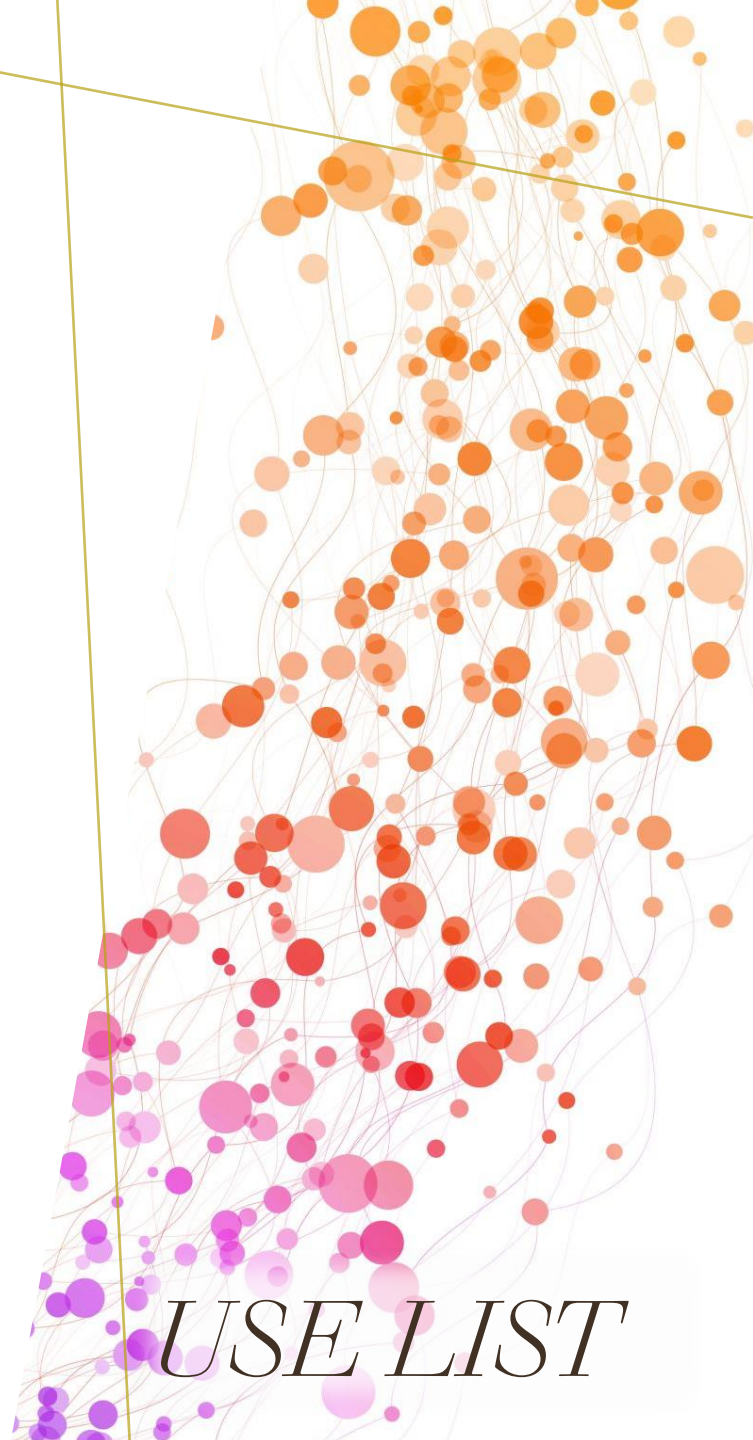


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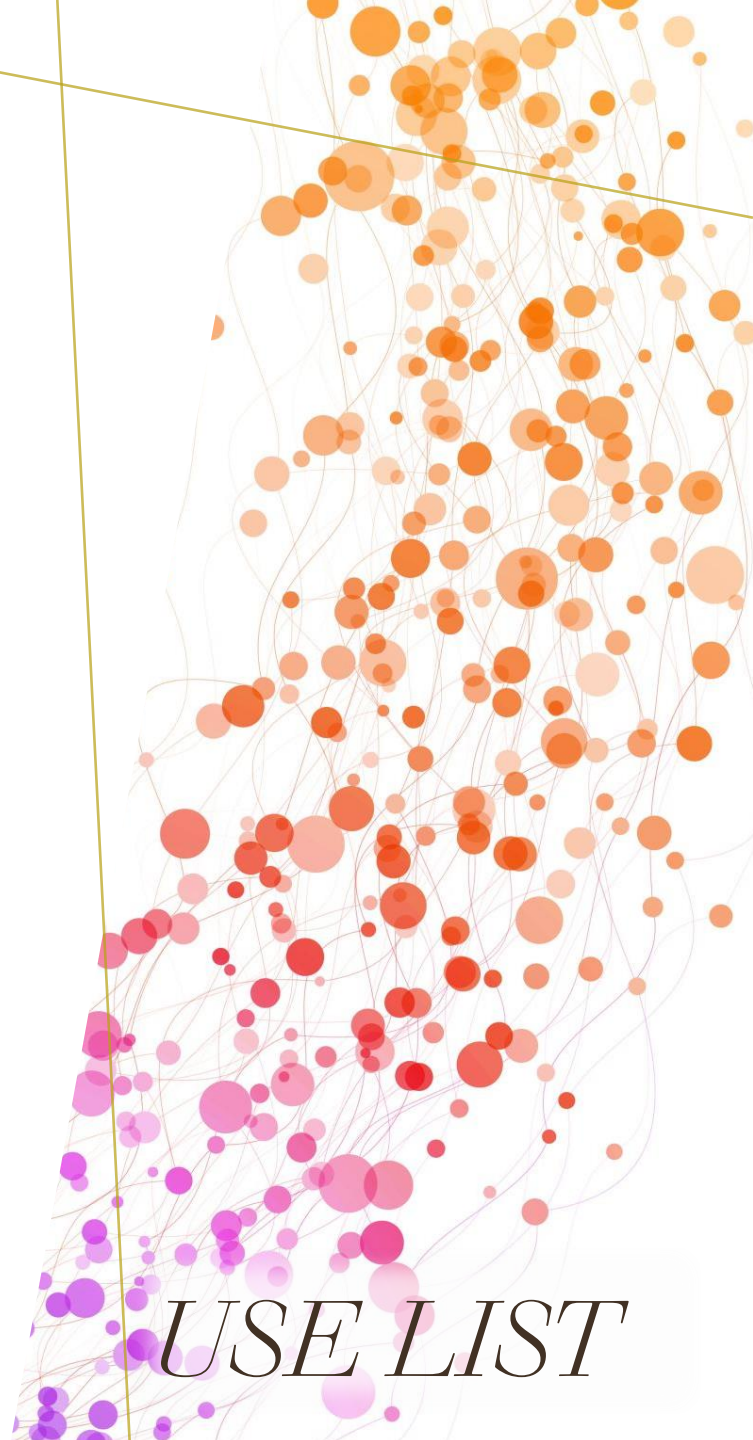
USE LIST

- Government facilities and public services.
- Hospital.
- Hotel/Motel.
- Nursing home.
- Offices.
- Large floor area building (20,000 sq. ft. or more ground floor aggregate).
- Retail shops:
  - Antique store.
  - Athletic and sporting goods store.
  - Department store.
  - Drive-through sales (pharmacy, dairy products, etc.)
  - Furniture sales and repair.
  - Household appliance sales and service.
  - Paint or wallpaper store.
  - Pawnshop.
  - Seed and feed store (retail).
  - Specialty sales (medical equipment/supplies).
  - Supermarket/grocery store.
  - Thrift shop/second hand store/ consignment store (no outside storage and no drop-off of items during the hours the business is closed).
  - Vegetable stand.
- Payday lending/title lending.



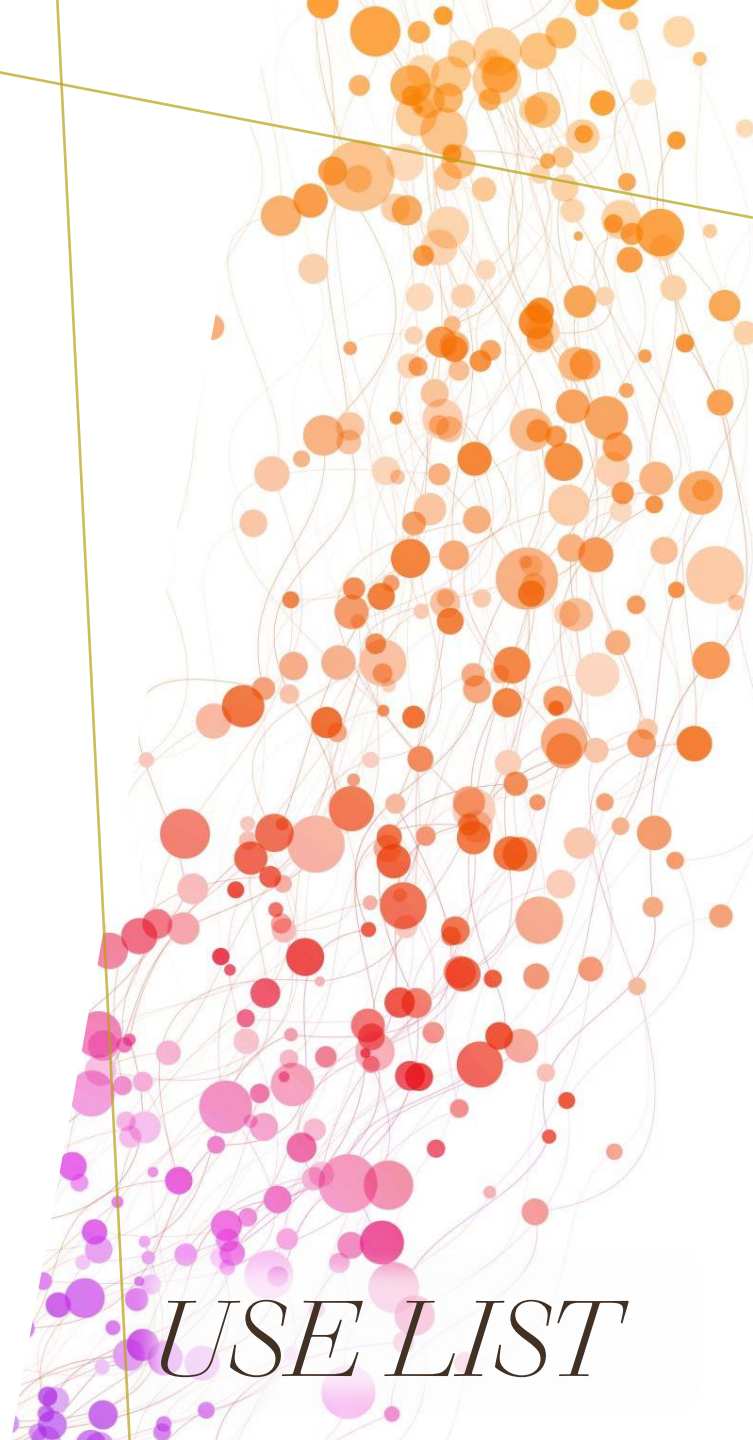
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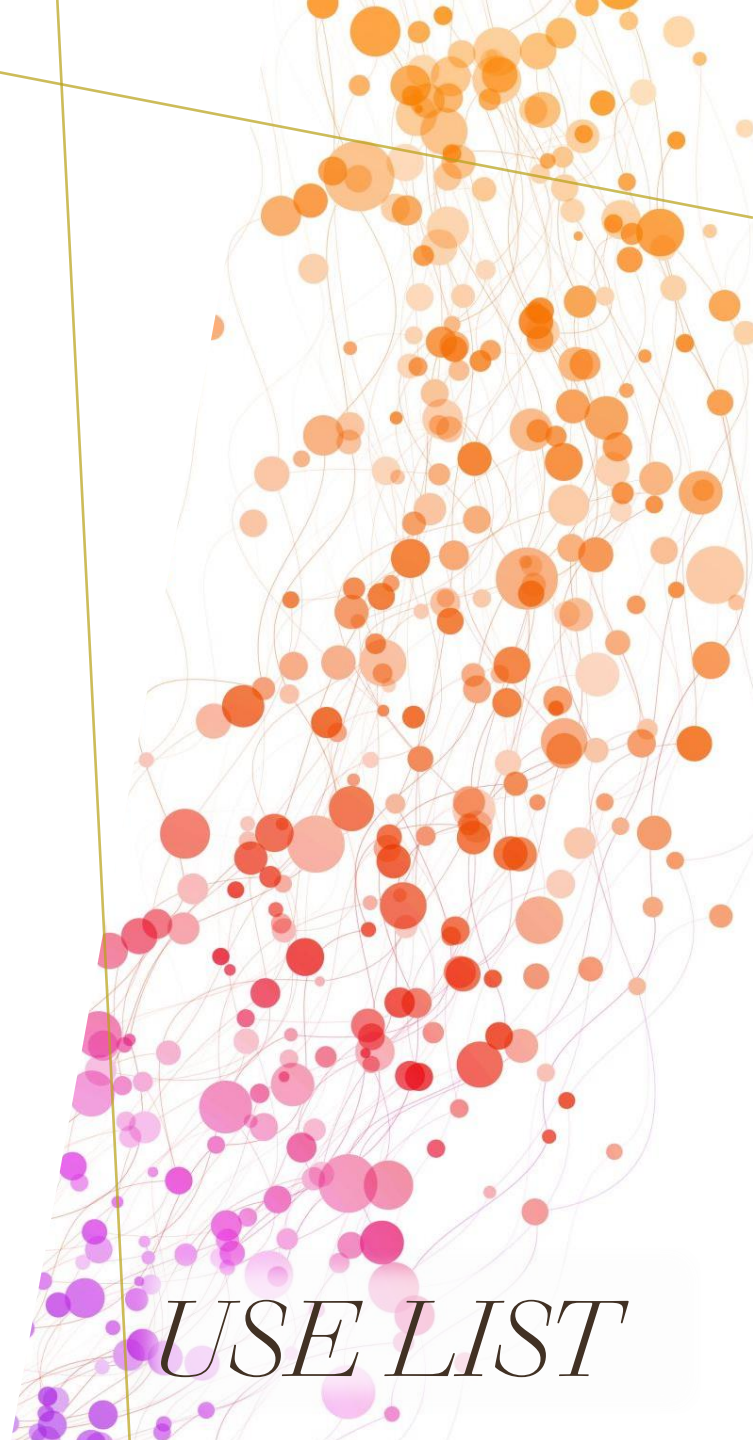
USE LIST

- Service Businesses, limited to the following:
  - Body piercing, ancillary to permitted use.
  - Carpet and rug cleaning.
  - Child care center.
  - Construction trade services, plumbing shop, electric shop, etc.
  - Crematorium, independent human.
  - Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities).
  - Gunsmith.
  - Janitor service and supply.
  - Locksmith.
  - Mortuary.
  - Cosmetic services.
  - Personal care services.
  - Personal instruction services.
  - Pest control and extermination.
  - Pet grooming.
  - Printing, lithographing, publishing, or reproduction sales and service.
  - Psychic, tarot card reader, fortune teller, hypnotist, etc.
  - Sign sales.
  - Tattoo establishment.
- Transportation, limited to the following uses:
  - Bus terminal.
  - Taxi/shuttle service.



USE LIST

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  - Body piercing, ancillary to permitted use.
  - Carpet and rug cleaning.
  - Child care center.
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  - Pet grooming.
  - Printing, lithographing, publishing, or reproduction sales and service.
  - Psychic, tarot card reader, fortune teller, hypnotist, etc.
  - Sign sales.
  - Tattoo establishment.
- Transportation, limited to the following uses:
  - Bus terminal.
  - Taxi/shuttle service.



USE LIST

Planning Commission recommended approval of this Zone Change with the following conditions:

1. The following uses be removed:
   a) Car wash
   b) Large floor area building (20,000 sq. ft. or more ground floor aggregate)
   c) Crematorium, independent human
2. Permitted with Standards (PS) is added to the Animal hospital and veterinary clinic, including overnight care of large animals (no boarding) use.
3. The applicant meets all requirements found in Section 10-8D of the Zoning Regulations.
4. If the traffic study produces any concerns, they will be mitigated by staff during the site plan review process.
5. The applicant will work with staff on the accesses into Washington City.



The draft traffic study was received, and below are the additional recommendations from staff:

1. Proposed access 3 is located on the inside of a curve. We typically don't allow that unless there are sight restrictions for any buildings, walls, landscaping, etc. within the sight triangle for the intersection. It would be best if access 3 were moved to the straight section of roadway to the south.
2. Proposed access 5 is shown as an offset driveway (i.e., doesn't line up with the Costco driveway across the street) approx. 150 ft away from the opposing driveway. This is too close and should be lined up with the Costco driveway.
3. The proposed project shows two roadway connections to the east which line up with a future Foothill Dr connection and with 840 S, both of which are in Washington City. The southernmost access to 840 S will likely be the one connection built/connected during development of the property. The northern connection may be many years before it's connected, but planning for the possible connection should still occur with this proposed project.
4. The DRAFT study does not address traffic volumes at the intersection of Red Cliffs/3050 E/Green Springs/Telegraph. However, based on the MPO travel demand model, a roadway connection between the proposed project and the Home Depot/Walmart development significantly improves the traffic at the Red Cliffs/3050 E intersection. As such, a driveway connection would need to be included in the dedicated ROW within the proposed project in the case that a connection is built (this would require Washington City to obtain additional easement from Home Depot, which hasn't fully occurred yet). If this driveway connection is constructed, the City will bear the costs of the driveway.
5. The proposed project will need to drain wastewater and storm water to the south between Lots 5 (3243 East) and 6 (3287 East) of the Millcreek Industrial Park. This will require a drainage and utility easement. An additional access for maintenance and public access between these two properties would be a desired improvement in order to provide an additional connection to the existing traffic signal which is located on Deseret Dr/3050 East.
6. If the project is planned to be built in phases, the developer will be required to provide an anticipated schedule of those phases. There are sections or areas of the development, because of storm and sewer drainage, that would need the drainage and utility easement before these specific areas are constructed/finalized. The proposed schedule would provide the City the appropriate information so as to time the approvals with the necessary obtained elements (e.g., easements and roadway connections).
7. Provide a finalized copy of the project's Traffic Study for review.

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM C-3 (GENERAL COMMERCIAL), M-1 (MANUFACTURING), AND R-1-10 (SINGLE FAMILY RESIDENTIAL MINIMUM LOT SIZE 10,000 SQUARE FEET) TO PD-C (PLANNED DEVELOPMENT COMMERCIAL) ON APPROXIMATELY 26.99 ACRES LOCATED EAST OF 3050 EAST STREET AND NORTH OF 750 NORTH.

(St. George White Hills Commercial Development)

WHEREAS, the property owner has requested a zone change from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial) on approximately 26.99 acres located east of 3050 East Street and north of 750 North; and

WHEREAS, the Planning Commission held a public hearing on the requested zone change; and

WHEREAS, the City Council held a public meeting on this request on December 2, 2021; and

WHEREAS, the City Council has determined that the requested amendment 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 from C-3 (General Commercial), M-1 (Manufacturing), and R-1-10 (Single Family Residential Minimum Lot Size 10,000 Square Feet) To PD-C (Planned Development Commercial)on approximately 26.99 acres located east of 3050 East Street and north of 750 North. The location of the zone change is more specifically described on the attached property legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

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 2nd day of December 2021.

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit "A" – Legal Description

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Beginning at a point on the section line, said point being North 89°02'41" West 1,939.76 feet along the section line from the Northeast Corner of Section 22, Township 42 South, Range 15 West, Salt Lake Base & Meridian, and running;

thence South 20°00'00" East 686.01 feet;
thence South 00°57'19" West 37.08 feet;
thence South 89°02'41" East 367.00 feet;
thence Southeast 691.39 feet along an arc of a 535.00 foot radius curve to the right (center bears South 00°57'19" West, long chord bears South 52°01'20" East 644.28 feet with a central angle of 74°02'41");
thence South 15°00'00" East 479.26 feet;
thence South 75°00'00" West 164.40 feet;
thence West 148.68 feet along an arc of a 530.00 foot radius curve to the right (center bears North 15°00'00" West, long chord bears South 83°02'12" West 148.20 feet with a central angle of 16°04'24");
thence North 88°55'36" West 680.37 feet;
thence North 01°04'24" East 60.01 feet;
thence North 88°55'36" West 7.27 feet;
thence North 01°06'37" East 186.30 feet;
thence North 88°53'23" West 321.19 feet to the easterly line of 3050 East Street;
thence Northerly the following (2) courses along said easterly line of 3050 East Street
thence North 00°33'06" East 595.81 feet;
thence North 818.57 feet along an arc of a 1,137.07 foot radius curve to the left (center bears North 89°27'00" West, long chord bears North 20°04'24" West 801.00 feet with a central angle of 41°14'48") to the section line;
thence South 89°02'41" East 346.19 feet along said section line to the Point of Beginning.

Containing 1,175,690 square feet or 26.99 acres.

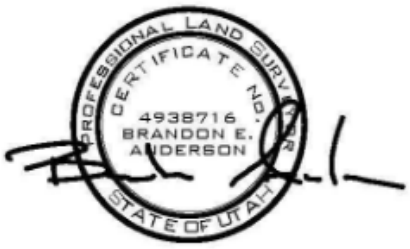


Exhibit “B” – Parcel Exhibit



DRAFT

Agenda Item Number: **08**

Request For Council Action

Date Submitted	11/30/2021 11:35 AM
Proposed City Council Date	12/02/2021
Applicant	Scott Sanberg
Subject	Consider approval of an ordinance changing the general plan future land-use map from COM (Commercial) and IND (Industrial) to MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facility) on approximately 53 acres located east of 3050 East Street and north of 750 North Street to be known as St. George White Hills Development. Case No. 2021-GPA-012
Background	The proposal is the change the future land-use map from COM (Commercial) and IND (Industrial) to MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facility) for the purpose of creating a commercial, industrial, and residential development. The Planning Commission recommended approval.
Proposed Resolution	Planning Commission recommends approval.
Cost	
Action Taken	
Requested by	Carol Davidson
File Attachments	2021-gpa-012whitehillsccpacket113021113508.pdf
Approved by Legal Department?	Yes
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

PLANNING COMMISSION AGENDA REPORT: 10/26/2021
CITY COUNCIL AGENDA REPORT: 12/02/2021

St. George White Hills Development General Plan Amendment (Case No. 2021-GPA-012)	
Request:	To amend the General Plan Land-Use Map from COM (Commercial) to MDR (Medium Density Residential) and from IND (Industrial) to MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facilities)
Applicant:	Scott Sandberg
Representative:	Garrett Goff
Location:	East of 3050 East Street and north of 750 North Street
Existing General Plan:	COM (Commercial) and IND (Industrial)
Proposed General Plan:	MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facilities)
Existing Zoning:	R-1-10 (Single Family Residential), C-3 (General Commercial), and M-1 (Manufacturing)
Land Area:	Approximately 53 acres



BACKGROUND:
This is a General Plan Amendment for land generally located east of 3050 East Street and north of 750 North Street. 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. This property sits on the eastern boundary of St. George and is currently vacant. The applicant is also the owner of the surrounding 100 acres and seeks to develop the land for future commercial, residential, and light industrial development.

The proposal reduces the commercial and industrial land-use designations to add MDR (Medium Density Residential) and HDR (High Density Residential) land use designations as well as a PF (Public Facility) land use designation. The proposed MDR designation will cover approximately 39 acres. The proposed HDR designation will cover approximately 13 acres. The proposed PF designation will cover approximately 1 acre and will be used for a city electrical substation. Until the substation is put in, no development will be allowed on the property.

The developer is currently performing a traffic study for this location. The results of this study are expected to be completed by the last week of October. Staff will, at that time, determine what road improvements will be expected. In addition, there is a planned pedestrian path that heads east along 850 North Street and then turns north to meet up with a planned Washington City trail on the east side of Walmart. The developer will be required to put in the pedestrian path and will work with our engineers to do so.

There is a small pond that sits at the northwest corner of this property. This pond is owned by the city and will change to the residential land use designation along with the applicant's property. The general plan also shows the future extension of 850 North Street to the east into Washington City. The developer will follow the general plan and extend this street as part of their future plans.

A very small portion of this property in the northeast corner is in the 100-year flood plain and the floodway of a small creek that runs through Washington City. No structures will be allowed to be built in this location.

ALTERNATIVES:
1. Approve this General Plan Amendment.
2. Deny this General Plan Amendment
3. Table the proposed General Plan Amendment to a specific date.

POSSIBLE MOTION:
The Planning Commission recommends approval of this General Plan Amendment for the St. George White Hills Development.

FINDINGS FOR APPROVAL:
1. The proposed land-uses are compatible with the surrounding land uses in this area.

Exhibit A
Applicant's Narrative

General Plan Amendment

Summary:

The applicant is applying for a General Plan Amendment for the property at approximately 3050 E 850 N. on parcels SG-5-2-22-112, SG-5-2-22-111, SG-5-2-22-12. This is currently undeveloped property. We will be developing the site to include 15 acres for a hospital, 14 acres of mid box retail, retail pads along the frontage of 3050 E, 15 acres of Flex Industrial/Storage, 9 acres of high density residential, and 34 acres of mixed density residential. We are requesting amending the General Plan to accommodate the proposed uses as delineated on the master plan drawing submitted herewith. The zone change request is to change the C-3 zone to PD-C and change some of the R-1-10 zone to PD-C. The rest of the R-1-10 zone and some of the M-1 zone to the South will be an "area for future rezone". This is a great piece of ground, and we feel that we are using the land to its highest and best use. It will create a great environment of work live play in St George, we have worked with the city of St George in the past and have had nothing but great experiences. Thank you for your time and consideration on this particular project.

Exhibit B
Citizen Comment

From: Andrew Christensen
Sent: Friday, October 8, 2021 2:48 PM
To: Carol Davidson
Subject: Re: Planning & Zoning Meeting Tuesday 10/12 5pm, St. George, UT

Hi Carol:

Thank you for your email.

I think the biggest questions we would have would be the obvious increased congestion on N. 3050 E., and Red Cliffs Drive.

The main statement we would have would be the potential widening of N. 3050 E., and widening of Red Cliffs Drive to accommodate the increased congestion for the large developments.

Would the developers being sharing the cost to widen the roads, or would this be a potential local roads or transportation municipality that will ultimately have to complete and fund the road improvements?

Thank you again for your email, and let me know if you have any questions.

Andrew Christensen
Real Estate Manager
Sportsman's Warehouse

Exhibit C
PowerPoint Presentation

White Hills General Plan Amendment

2021-GPA-012

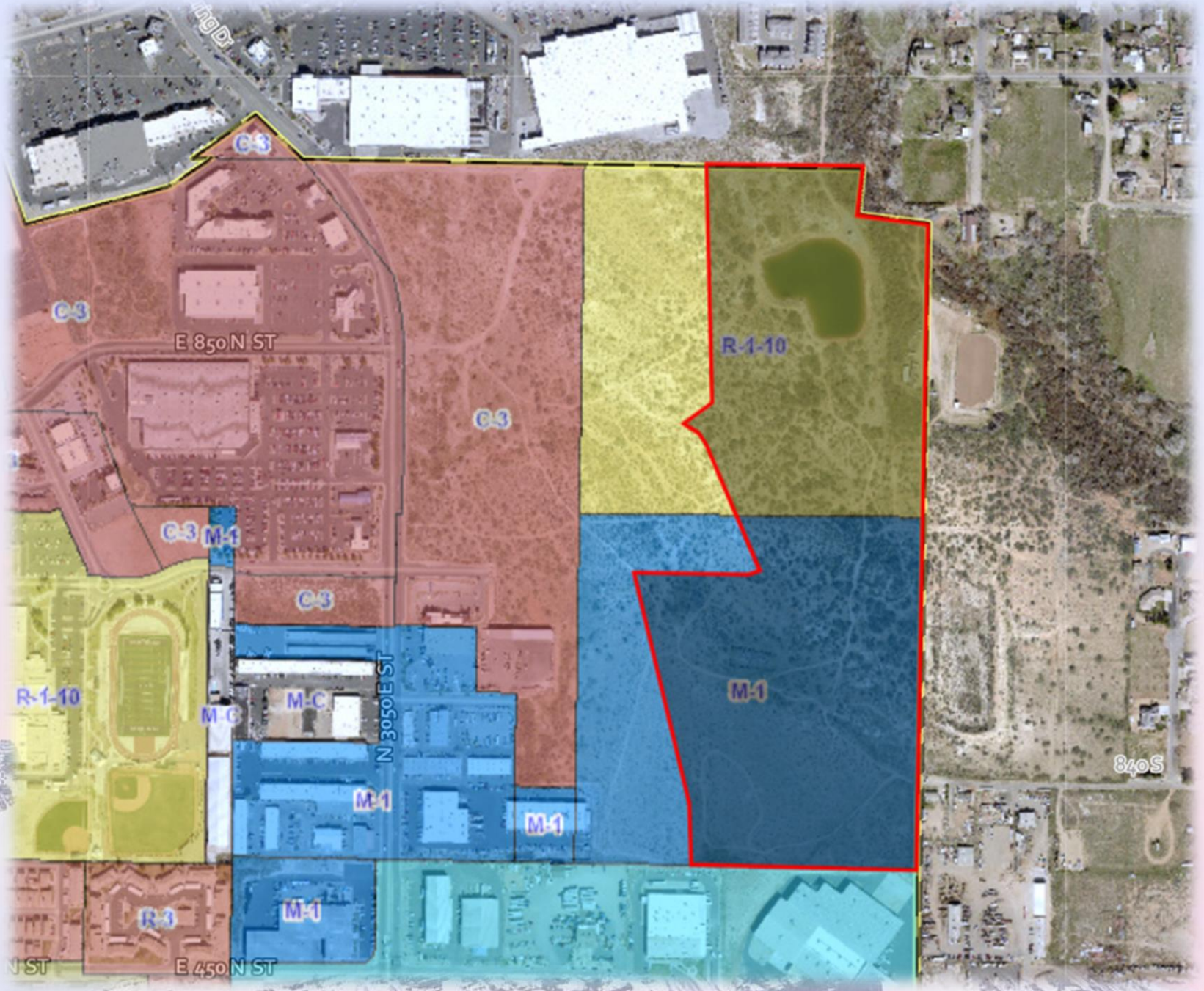


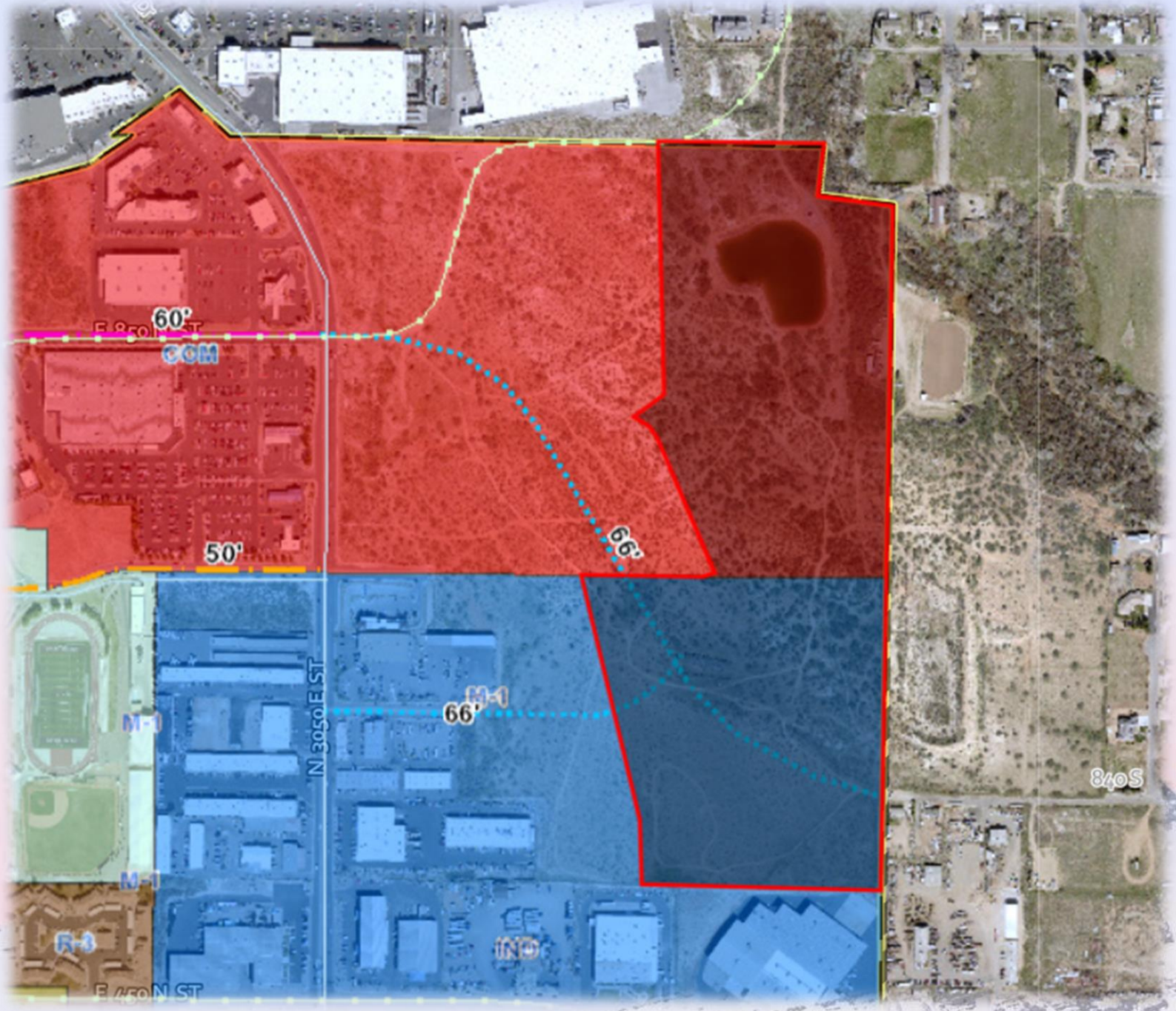
Location



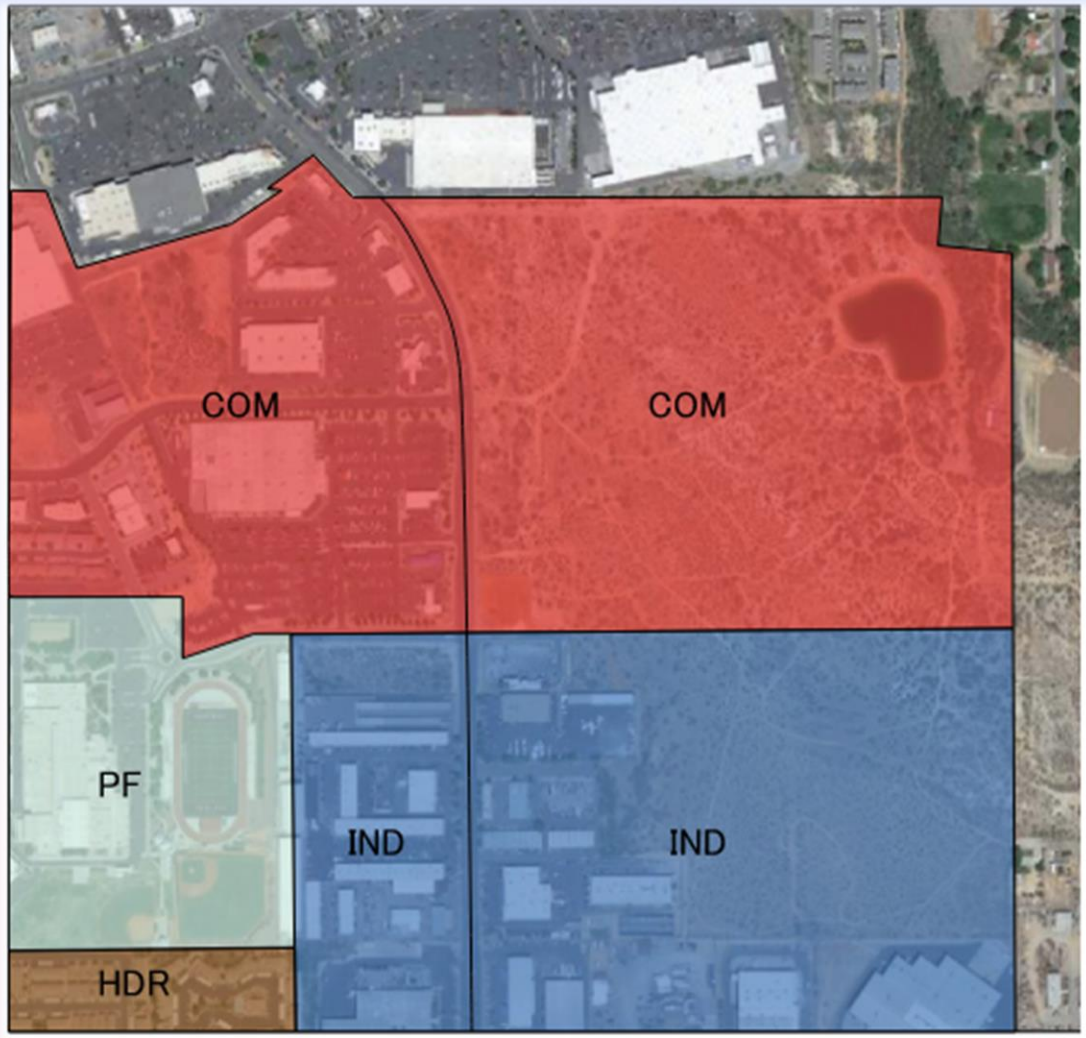

City
Property
450 E ST

Zoning

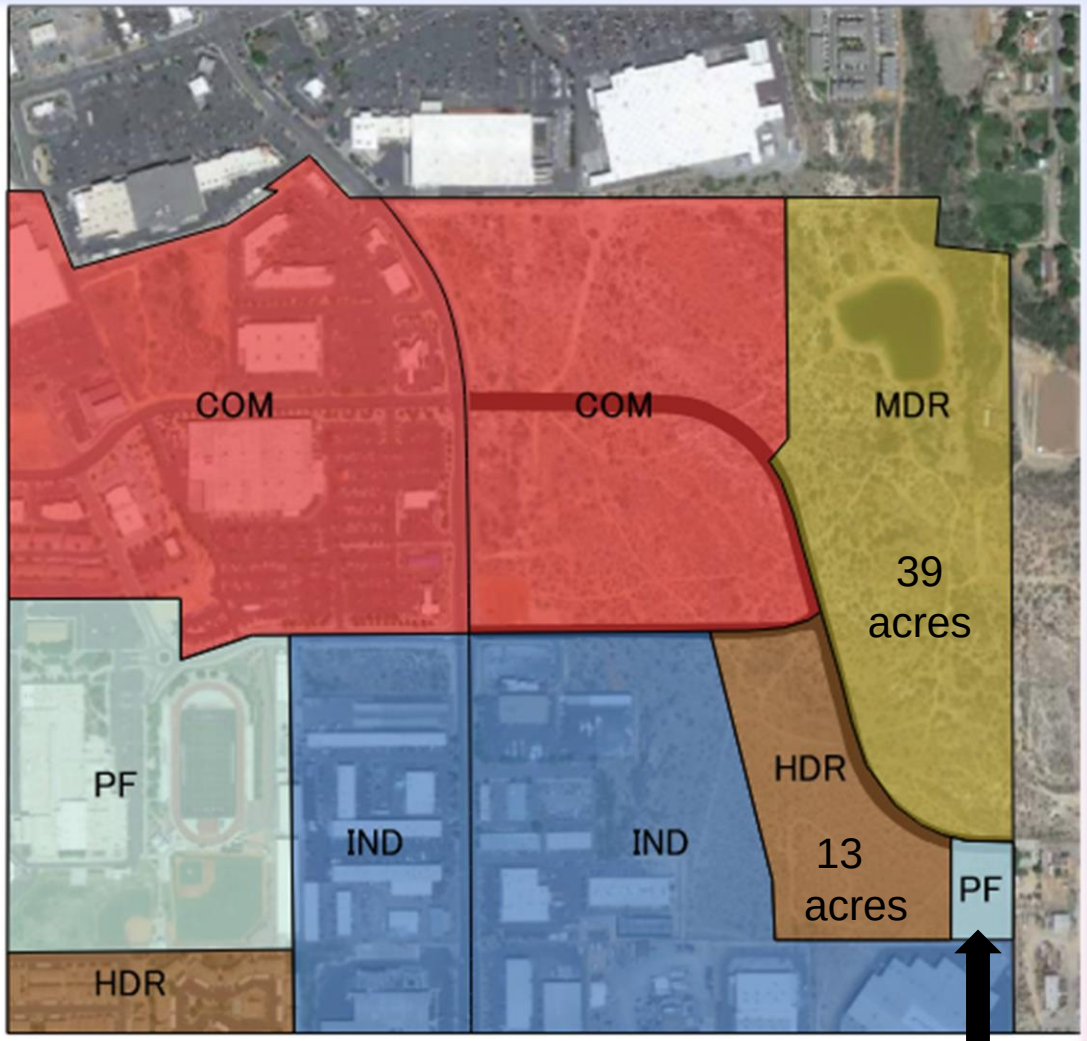

C-3
E 850 N ST
C-3
C-3
M-1
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General Plan

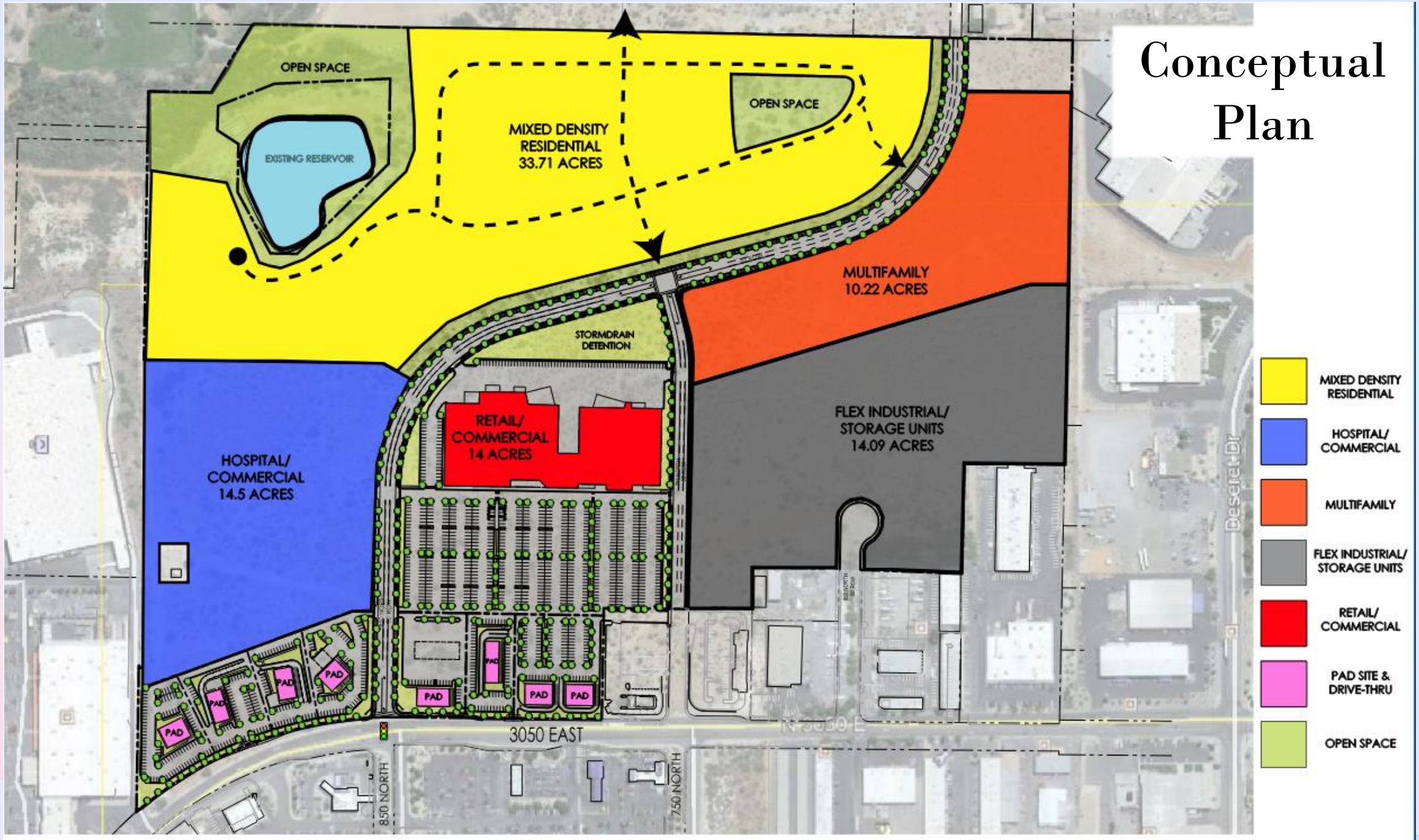


EXISTING GENERAL PLAN



PROPOSED GENERAL PLAN

Conceptual Plan





Planning Commission recommends approval of general plan amendment

ORDINANCE NO._____

AN ORDINANCE CHANGING THE CITY GENERAL PLAN FUTURE LAND USE MAP FROM LDR (LOW DENSITY RESIDENTIAL) TO MDR (MEDIUM DENSITY RESIDENTIAL) ON APPROXIMATELY 53 ACRES LOCATED EAST OF 3050 EAST STREET AND NORTH OF 750 NORTH STREET.

(St. George White Hills Development)

WHEREAS, the applicant has requested a change to the General Plan Future Land Use Map from COM (Commercial) to MDR (Medium Density Residential) and from IND (Industrial) to MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facilities) on approximately 53 acres generally located east of 3050 East Street and north of 750 North Street.

WHEREAS, the City Council held a public meeting on the requested change to the General Plan Future Land Use Map on December 2, 2021; and

WHEREAS, the Planning Commission held a public hearing on October 26, 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 COM (Commercial) to MDR (Medium Density Residential) and from IND (Industrial) to MDR (Medium Density Residential), HDR (High Density Residential), and PF (Public Facilities) on approximately 53 acres generally located east of 3050 East Street and north of 750 North Street 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 2nd day of December 2021.

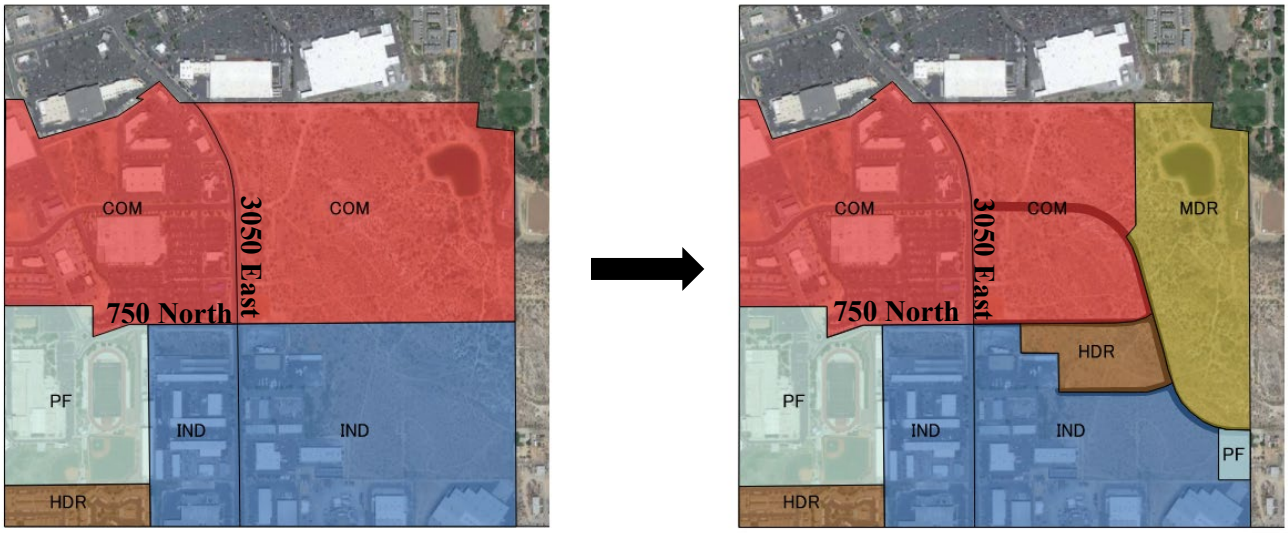
_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

Exhibit “A”

St. George White Hills General Plan Amendment Location



EXISTING GENERAL PLAN

PROPOSED GENERAL PLAN

DRAFT

Agenda Item Number: **09**

Request For Council Action

Date Submitted	11/26/2021 08:26 AM
Proposed City Council Date	12/02/2021
Applicant	Steve Kamlowsky, Brown Consulting
Subject	Consider approval of the preliminary plat for Brooks Subdivision, a 3-lot residential subdivision located at the southwest corner of the intersection of 100 South and 300 West.
Background	This proposed subdivision is located at the southwest corner of the intersection of 100 South and 300 West.
Proposed Resolution	Planning Commission recommends approval
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-063brookssubdivision112621082627.pdf preliminaryplatpresentationforbrookssubdivision112621082627.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM

PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/23/2021**
CITY COUNCIL **12/02/2021**

PRELIMINARY PLAT
Brooks Subdivision
Case No. 2021-PP-063

Request: To approve a preliminary plat for a three (3) lot residential subdivision.

Location: The site is located at the southwest corner of the intersection of 100 South 300 West.

Property: 0.60 acres

Number of Lots: 3

Density: 5.0 DU/AC

Zoning: RCC

Adjacent zones: This plat is surrounded by the following zones:
North – R-4/PD-R
South – RCC
East – PD-C
West – RCC

General Plan: MDR

Applicant: Brown Consulting

Representative: Steve Kamlowsky

Comments:

Preliminary Plats

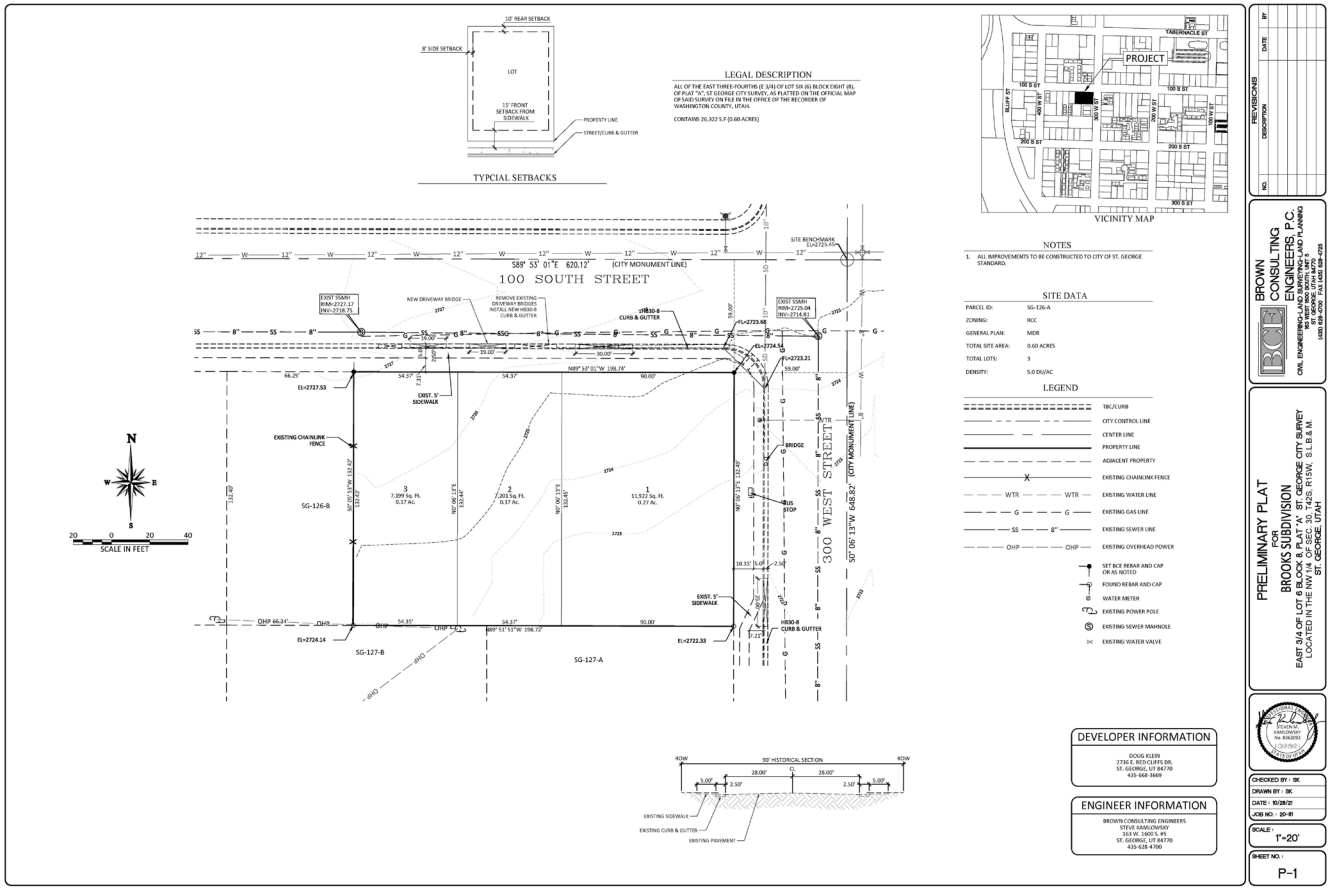
November 23, 2021



Preliminary Plat – Brooks Subdivision



Preliminary Plat – Brooks Subdivision



Preliminary Plat – Brooks Subdivision

DRAFT

Agenda Item Number: **10**

Request For Council Action

Date Submitted	09/17/2021 11:41 AM
Proposed City Council Date	12/02/2021
Applicant	Clayton Nielsen
Subject	Consider approval of the preliminary plat for Palermo Pass at Divario, a 197-lot residential subdivision located within the Divario development at the intersection of the future extension of Alienta Drive and the future extension of Divario Canyon Drive.
Background	This is the proposed preliminary plat for Palermo Pass at Divario, a 197-lot residential subdivision located within the Divario development at the intersection of the future extension of Alienta Drive and the future extension of Divario Canyon Drive. This item was tabled at the September 16th city council meeting to visit the site with the developer and look at the possible relocation of 4 proposed lots along Gap Canyon Wash.
Proposed Resolution	Planning commission recommends approval
Cost	N/A
Action Taken	tabled
Requested by	Wes Jenkins
File Attachments	cc2021-pp-043plaermopasspa-6112621091811.pdf
	preliminaryplatpresentationfor2021-pp-043palermopasspa-6-rev1112621091811.p
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: **09/14/2021**
CITY COUNCIL **12/02//2021**

PRELIMINARY PLAT
Palermo Pass at Divario
Case No. 2021-PP-043

Request: To approve a preliminary plat for a one hundred and eighty-nine (197) lot residential subdivision.

Location: The site is located within the Divario development along Divario Canyon Drive and the future extension of Alienta Drive.

Property: 66.80 acres

Number of Lots: 197

Density: 2.95 DU/AC

Zoning: R-1-10

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

General Plan: LDR

Applicant: L.R. Nelson Consulting Engineers, Inc

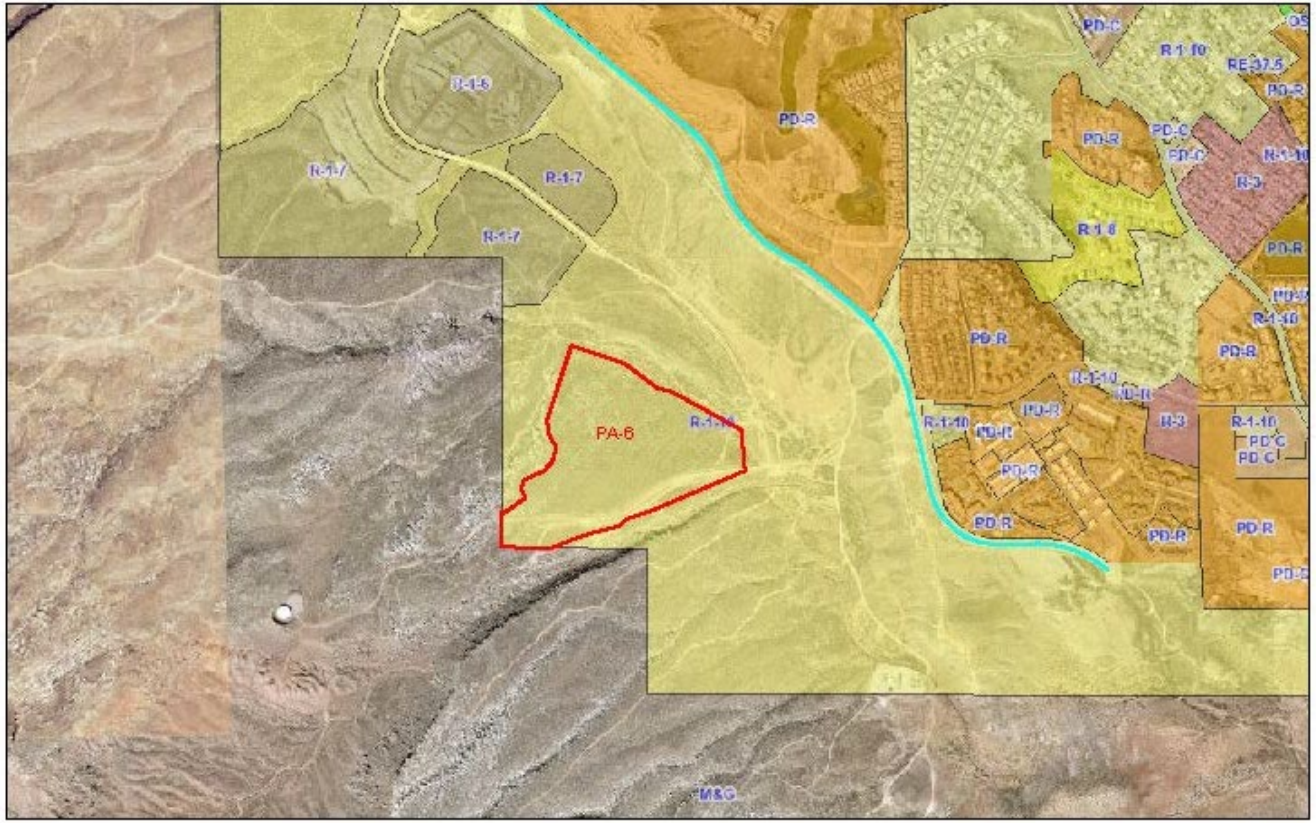
Representative: Clayton Neilsen

Comments:

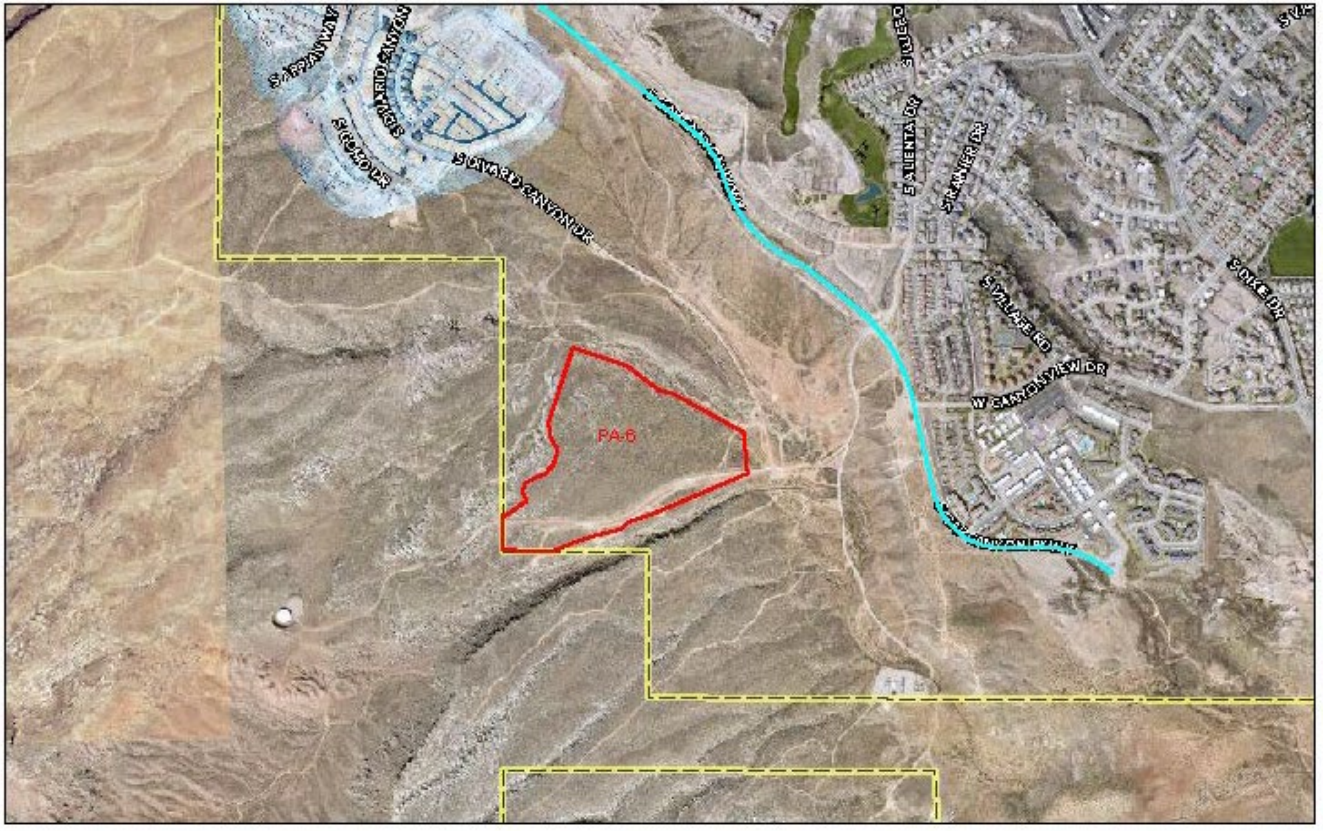
1. The five lot cul-de-sac and adjacent lots with a proposed pad elevation of 2885 or higher will be required to be part of the final phase of the subdivision so that staff can test the actual water pressure once the improvements are installed for other phases.
2. The developer will be required to construct the extension of Alienta Drive from this proposed subdivision to the intersection of Alienta Drive and Gap Canyon Parkway.

Preliminary Plats

September 14, 2021



Preliminary Plat – Palermo Pass (PA-6)



Preliminary Plat – Palermo Pass (PA-6)

PA–8

PA–7

DRAFT

Agenda Item Number: **11**

Request For Council Action

Date Submitted	11/26/2021 08:20 AM
Proposed City Council Date	12/02/2021
Applicant	Austin Chappell, American Land Consulting
Subject	Consider approval of the preliminary plat for Rock Garden, a 10-lot industrial/manufacturing subdivision located in the St. George Industrial Park just west of the intersection of 770 North and 1080 East.
Background	This proposed subdivision is located in the St. George Industrial Park just west of the intersection of 770 North and 1080 East.
Proposed Resolution	Planning Commission recommends approval
Cost	N/A
Action Taken	
Requested by	Wes Jenkins
File Attachments	cc2021-pp-061rockgarden112621082048.pdf preliminaryplatpresentationforrockgarden112621082048.pdf
Approved by Legal Department?	NA
Approved by City Admin Services?	NA
Approved in Budget?	N/A **Amount:**

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **11/23/2021**
CITY COUNCIL **12/02/2021**

PRELIMINARY PLAT
Rock Garden
Case No. 2021-PP-061

Request: To approve a preliminary plat for a ten (10) lot industrial subdivision.

Location: The site is located at 777 North 1000 East.

Property: 12.86 acres

Number of Lots: 10

Density: N/A

Zoning: M-1

Adjacent zones: This plat is surrounded by the following zones:
North – OS
South – MH-6/M-1
East – M-1
West – OS

General Plan: IND

Applicant: American Land Consulting

Representative: Austin Chappell

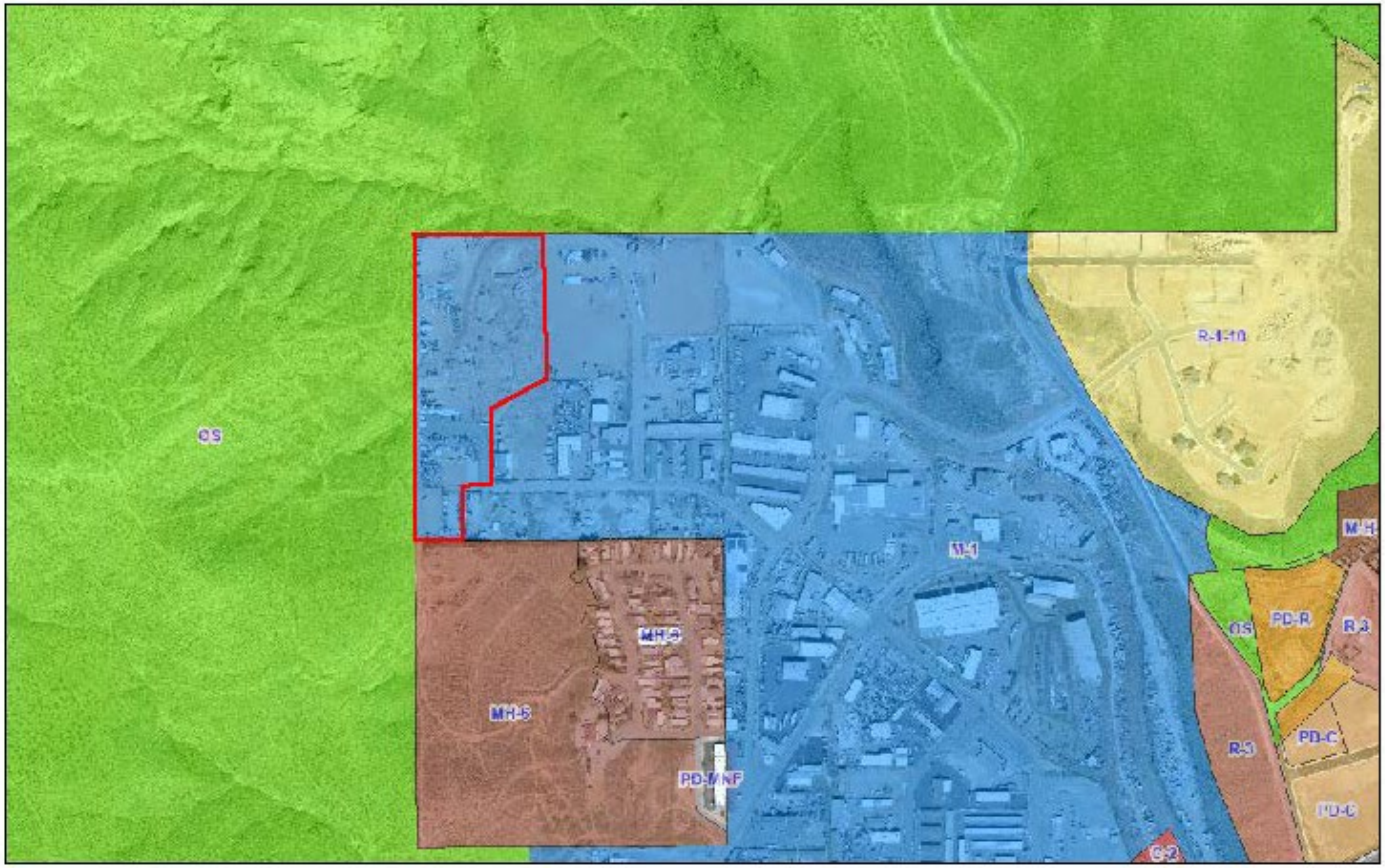
Comments:

Preliminary Plats

November 23, 2021



Preliminary Plat – Rock Garden



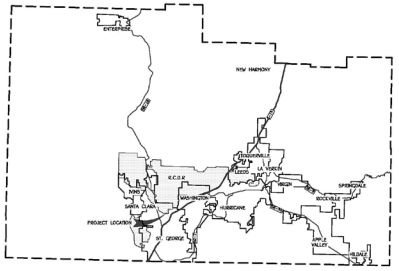
Preliminary Plat – Rock Garden

ROCK GARDEN

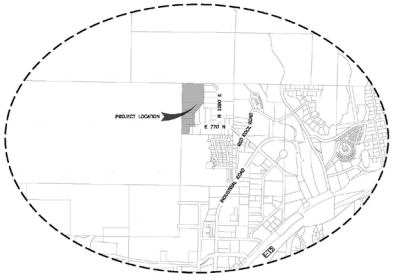
ST.GEORGE, UTAH

PRELIMINARY PLAT

NOVEMBER 2021



WASHINGTON COUNTY



VICINITY MAP

SECTION 20, TOWNSHIP 42 S,
RANGE 15 W SLB&M

SHEET INDEX		
#	SHEET	DESCRIPTION
1	P.1.1	COVER SHEET
2	P.2.1	SITE & UTILITY PLAN
3	P.3.1	GRADING PLAN
4	P.4.1	SECTIONS

Blue Stakes of UTAH811
Bluestakes.org
Call Before You Dig!

OWNER/APPLICANT:	PROJECT MANAGER	CIVIL ENGINEER
RONDELL, LLC 940 N RED ROCK ROAD ST. GEORGE, UT 84770 CONTACT: MYRNA STOUT PHONE: (435) 680-6661 EMAIL: myrn@skyviewmtl.com	AMERICAN LAND CONSULTING 1173 SOUTH 250 WEST, SUITE 502 ST. GEORGE, UT 84770 CONTACT: ADAM ALLEN PHONE: (435) 680-6711 EMAIL: adam@alcsg.com	AMERICAN ENGINEERING & LAND SURVEYING 1173 SOUTH 250 WEST, SUITE 502 ST. GEORGE, UT 84770 CONTACT: AUSTIN CHAPPELL, P.E. PHONE: (435) 656-5015 EMAIL: austin@alcsg.com

C:\Dropbox\AES\02 Projects\2021\AES-21-010 Rock Garden\02 Drawings\Sheet Files\Preliminary Plat\01 Cover.dwg

PRELIMINARY
NOT FOR
CONSTRUCTION

AMERICAN LAND CONSULTING
1173 SOUTH 250 WEST, SUITE 502
ST. GEORGE, UT 84770

DATE:	11/02/2021
JOB #:	AES-21-010
DRAWN BY:	CDF
CHECKED BY:	ABC

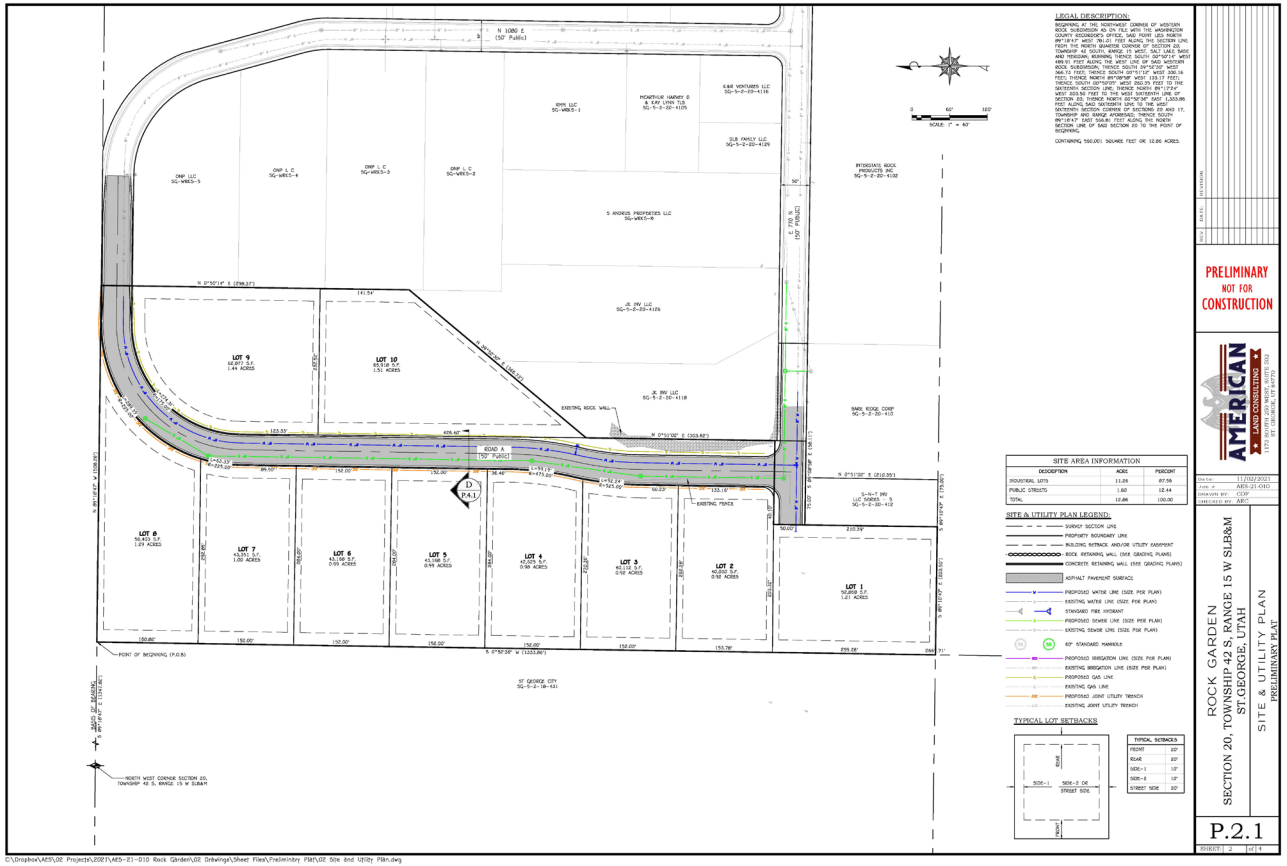
ROCK GARDEN
SECTION 20, TOWNSHIP 42 S, RANGE 15 W SLB&M
ST.GEORGE, UTAH

COVER SHEET
PRELIMINARY PLAT

P.1.1

SHEET 1 of 4

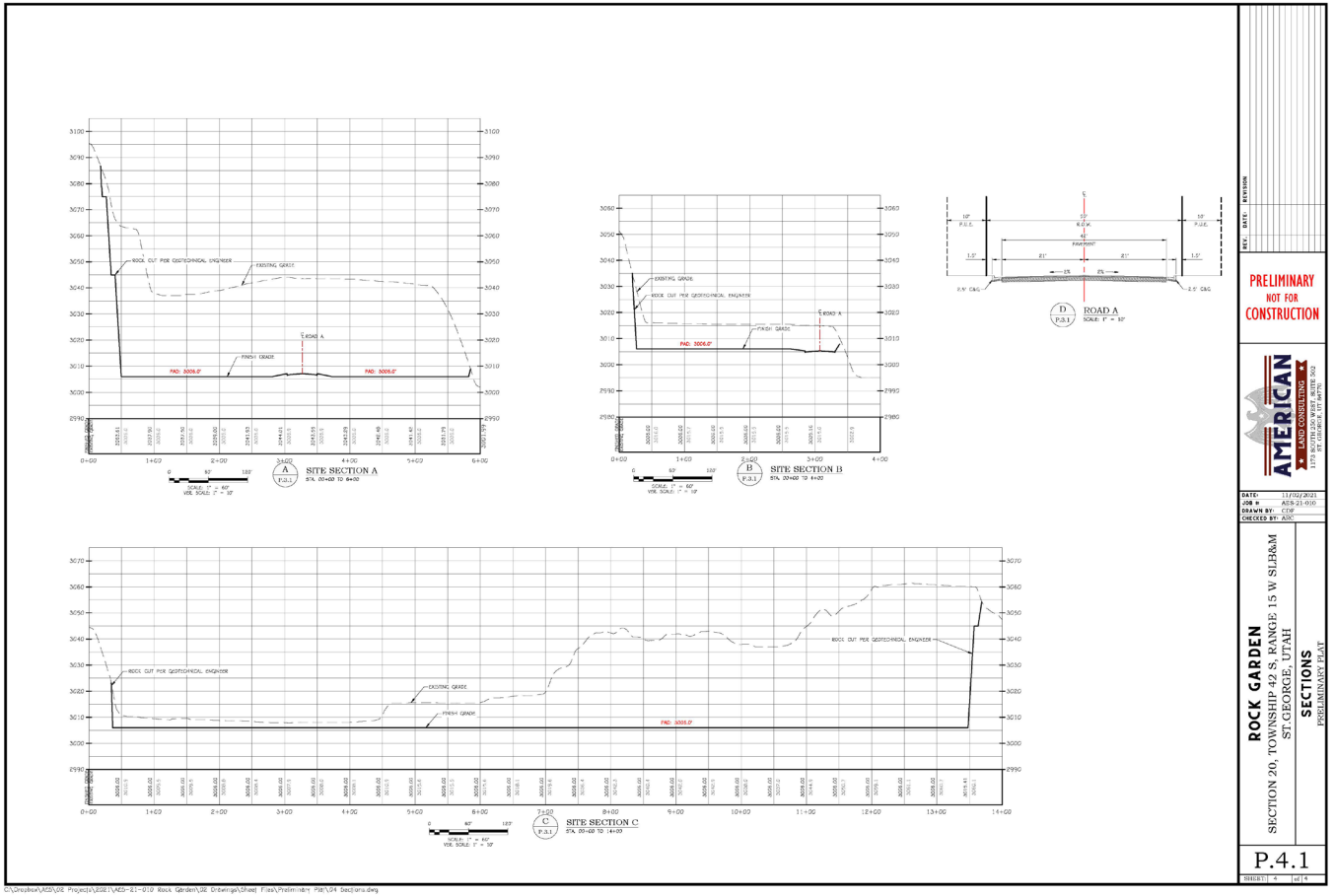
Preliminary Plat – Rock Garden



Preliminary Plat – Rock Garden



Preliminary Plat – Rock Garden



Preliminary Plat – Rock Garden