

**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, July 28, 2022 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Discussion regarding the Request for Proposals (RFP) for the 100 West St. George Boulevard project.**
2. **Discussion regarding insurance requirements for special events.**

**** THE COUNCIL WILL STAY IN THE
ADMINISTRATIVE CONFERENCE ROOM
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 Administrative Conference Room at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, July 28, 2022, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

1. **Consent Calendar.**
 - a. **Consider approval of professional services agreement with Milsoft Utility Solutions for Windmill Map, which is an add on to our Milsoft mapping software.**

BACKGROUND and RECOMMENDATION: Milsoft Windmill Map is an engineering software to create and maintain a detailed distribution circuit model that is optimized for engineering and operations. Comprehensive, built-in project management allows all users across the electric utility enterprise to access the same geospatial data for their diverse purposes including system planning,

construction, analysis, asset management, and operations. St. George Energy Services has been using Windmill map in limited ways and with a single license. Staff recommends approval of the agreement.

2. **Consider approval of an ordinance amending various sections of Titles 8 and 10 of the St. George city code as it relates to water conservation. Case number 2022-ZRA-002**

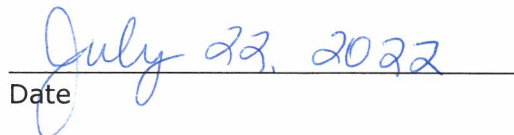
BACKGROUND and RECOMMENDATION: The proposed amendments to the Title 8 and Title 10 ordinances have been discussed with the City Council at three separate City Council Work Meetings. In addition, the amendments were discussed in a joint work meeting with the Planning Commission. A public hearing was held by the Planning Commission on June 14, 2022. The Planning Commission recommended approval of the amendments with some slight changes. During a City Council work meeting on June 23, 2022, the Planning Commission recommendation was discussed, as well as other slight changes proposed by the City Council. At their meeting held on July 14, 2022, the City Council requested a follow up discussion which took place at the work meeting on July 21, 2022. The recommendations of the Planning Commission and City Council have been included in the final draft ordinances. Staff recommends approving the ordinance as presented.

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

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

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


Christina Fernandez, City Recorder


Date

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



Agenda Date: 07/28/2022

Agenda Item Number: WK

Subject:

Discussion regarding the draft RFP for the 100 W St. George Blvd. Redevelopment project.

Item at-a-glance:

Staff Contact: Shirlayne Quayle

Applicant Name: Shirlayne Quayle

Reference Number: unknown

Address/Location:

100 W St. George Blvd.

Item History (background/project status/public process):

Over the course of several years, the City and Neighborhood Redevelopment Agency (RDA) have acquired a total of 3.73 acres of property at the intersection of 100 West and St. George Blvd with the intent to see it redeveloped with the highest and best use for long-term benefit to the City and community. The RFP document sets the guidelines and goals for the redevelopment proposals that will be submitted by the development community for this critical location in Downtown St. George.

Staff Narrative (need/purpose):

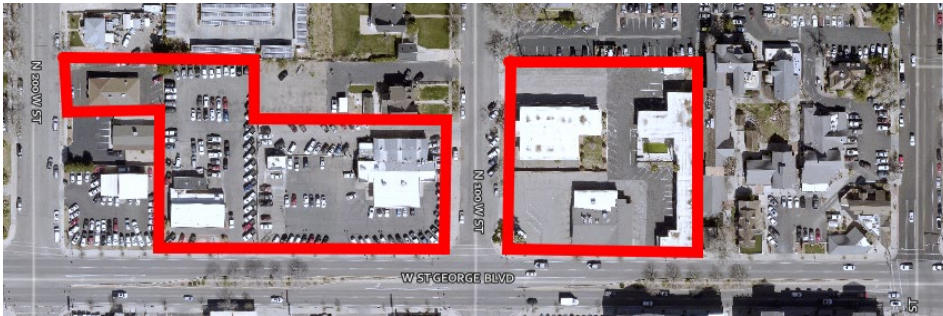
The RDA owns two parcels totaling 1.6 acres on the northeast corner of the intersection at 60 W and 70 W St. George Blvd. The City owns five parcels totaling 1.9 acres on the northwest corner of the intersection located at 116 W, 148 W, and 176 W St. George Blvd, and .23 acres located at 146 N 200 W. The Council's thoughts, direction, and guidance is requested on the current draft version of the RFP to ensure the City's goals are met for the highest and best use for long-term benefit to the City and community.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff seeks Council feedback.



City of St. George
Request for Proposals
For the Development of Approximately 3.61 Acres of Property
100 W St. George Blvd.

*Formerly the Inn @ St. George (60 West St. George Blvd, 1.11 acres) and
St. George Bicycle Collective (70 West St. George Blvd, 0.49 acres).
Currently Premier Auto (116 West St. George Blvd, 0.98 acres),
Oakes Family Auto (176 West St. George Blvd, 0.80 acres), and
Hooray! Engraving (146 North 200 West, 0.23 acres)
St. George, Utah 84770.*

Issue Date: **April 30, 2022**

Submission Deadline: November 1, 2022, 2:00 P.M.

City of St. George City Hall
Attention: Shirlayne Quayle – Economic Vitality & Housing
175 East 200 North
St. George, Utah 84770

Commented [GG1]: HAVE to include end date per code 63G-6a-703
Shall include... including the deadline for submitting a proposal;

GENERAL INFORMATION

The City of St. George (hereinafter referred to as the “City”) is located in the breathtaking red rock beauty of Southwest Utah. Our thriving, culturally rich city is home to a burgeoning entrepreneurial ecosystem anchored by a healthy blend of knowledge-based, outdoor, manufacturing, and tourist economies; two higher education institutions — Utah Tech University (formerly Dixie State University) and Dixie Technical College; — and St. George Regional Hospital, an accredited Level II Trauma Center. The City hosts large global events such as the St. George Marathon, the Huntsman World Senior Games, the IRONMAN and IRONMAN 70.3 World Championships, the CAIRN Symposium, and more. With more than 50 miles of trails and nearly 50 parks, the St. George truly is *the brighter side*.

St. George consistently ranks in the top five of the nation’s fastest-growing metro areas by the United States Census Bureau (#1 in 2020, #5 in 2019, #3 in 2018, #1 in 2017). The city’s 2022 population is 97,000, an increase of 10,000 (5.1%) in the past year alone, a 5.1% increase. The City ranks in the top 10 on WalletHub’s Best Small Cities for Starting a Business (#1 in 2021 and #2 in 2019) and is the 2022 Milken Institute’s #2 Best Performing City.

Downtown St. George is the historic center and heart of the city, the regional hub where all facets come together: retail, employment, neighborhoods, arts and entertainment, education, events, and recreation. More than any other part of the city, the downtown defines St. George as a community. Nearing completion, the Downtown Area Plan (part of the St. George 2040 general plan update), will guide and strengthen Downtown by capitalizing on its unique assets - its historic character and function, cultural heritage, friendly and inviting businesses and people, grid street pattern, and diversity of uses and activities. City officials, business leaders, property owners, and residents recognize the importance of strengthening the social, cultural, and economic position of the downtown for the betterment of everyone. By working together to define a collective vision for the downtown, the City of St. George enhances its welcoming nature and remains an attractive and vibrant place to live, work, shop, learn, gather, and recreate.

PROJECT OBJECTIVES

Acting through its department of Economic Vitality & Housing, City is soliciting plans and proposals from qualified entities for the design, financing, construction, management, and operation of facilities on approximately 3.61 acres located at the intersection of 100 W and St. George Blvd (60 West St. George Blvd, 70 West St. George Blvd, 116 West St. George Blvd, 176 West St. George Blvd, and 146 North 200 West). The City will consider all development proposals that meet the overall vision and goals for this project as outlined and discussed in this document. To be considered, the applicant must submit a development proposal in response to this Request for Proposals (RFP), in the manner prescribed herein.

This 3.61 acre [area site](#) (attached hereto in Exhibit A) ~~is-occupies~~ a premier location on St. George Blvd in the Downtown core, adjacent to a popular shopping and dining destination with excellent restaurants, boutique [shops](#), art galleries and more. Across St. George Boulevard is The Advenire, a Marriott Autograph Hotel, and the City View mixed use development of 200 apartments and two restaurants. The project area will be developed in alignment with the City’s

vision of being *an active community, rich in culture, with a diverse and vibrant economy that supports people doing great things*. Creative, engaging proposals that successfully communicate the purpose, design, uses, and financial framework of the proposed project are sought.

Development of the project area will accomplish the following goals for the highest and best use of the property:

- Energize a prime commercial corner in the heart of the city aligned with the St. George 2040 plan (currently in development; drafts available at 2040.sgcity.org).
- Elevate, expand, and promote Downtown as a multi-faceted activity center with a healthy mix of retail, dining, service, civic, arts, entertainment, recreation, and residential uses that supports the needs of the community and the region and promote uses and activities that include and engage the city's increasingly diverse community.
- Introduce intentionally designed space where people gather and local restaurants and boutiques thrive, that facilitates connectivity among downtown businesses, residents, and visitors.
- Offer a proven financial structure that allows the City to continue to realize ongoing versus one-time financial benefits related to its ownership of the property.

Note that the parcels located at 60 W and 70 W St. George Blvd. are within the City's Arts District Overlay and the Redevelopment Agency's Central Business District. All properties are currently zoned C-4 and located within an opportunity zone.

Note that a grease trap interceptor line will run from the Ancestor Square property located east of the proposal area. That line will impact the eastern most boundary of the development. Development above the grease trap line is limited to pedestrian/vehicular design. See Exhibit C for [additional detail](#).

SUBMISSION REQUIREMENTS

Respondents must submit five (5) hard copies of their complete development proposal as well as one (1) digital copy. All materials will become the property of the City. Proposals must be submitted to the City's Economic Vitality & Housing department at the address above. No submissions will be accepted at any other location. [Submissions will be opened in an electronic meeting. Notice for the opening of submissions shall be sent to everyone on the Plans Holders List prior to the submission deadline.](#)

Each submission must contain the following information:

A. Letter of Interest

Formal letter of interest addressed to:
City of St. George
Economic Vitality & Housing

Commented [GG2]: 63G-6a-704 says CANNOT open proposals until after deadline

Need to add time and manner of opening proposals

Commented [AL3R2]: This Code applies to "Procurement units." Is the RDA a procurement unit?

Attention: Shirlayne Quayle
175 East 200 North
St. George, Utah 84770

B. Developer Overview and Experience

- Company name and location
- Brief description of company
- Number of years in business
- Number of years providing similar solutions to those contemplated herein.
- Full name and contact information for all company officers and all owners /investors with five percent or greater share in the company

Commented [AL4]: Let's discuss

C. Description and Scope of Work of the Development Proposal for the 3.61 acres, including the following:

1. Development plan and timeline
 - a. Conceptual land and use plan consistent with the City's vision
 - b. Conceptual timeline of development
2. Finance strategy and proforma:
 - a. Strategy may include public/private partnership, long-term lease, property purchase, etc. Successful applicants will show proven success with the strategy proposed.
 - b. Total estimated investment in developing project.
 - c. Detailed proforma and budget, including economic impact and long-term revenue generation for the City.
3. Projected job creation and plans to identify, attract, and support tenants.

D. Commercial or Trade References.

A minimum of three (3) references that attest to the respondent's financial wherewithal or capabilities, including at least one reference from a lender or depository institution with which the respondent has a current relationship.

E. Litigation.

The respondent (firms and principals) must identify and describe any current, pending or threatened litigation against them related to their business or real estate dealings. The respondent must attest to having no litigation pending or contemplated against the City.

F. Obligations to the City.

The respondent must attest to having no outstanding or overdue tax, lien, or fine obligations to the City.

RFP Costs

Respondents are responsible for all costs incurred in the development and submission of their information. The City assumes no contractual or other obligation as a result of the issuance of this RFP. The City anticipates negotiating a contract with the highest rated Responder and

making an award based upon the best overall value for the City. The City may, in its sole discretion, reject any and all proposals for any reason whatsoever.

Selection Committee

All proposals will be reviewed and evaluated by a selection committee established by the City. Proposals will be reviewed and evaluated based upon information contained in the respective submission packages and their responsiveness to the submission criteria delineated below.

Proposal Evaluation Criteria

The committee shall consider the following information when evaluating submissions to determine the proposal that is in the best interests of the City:

- Quality of the development proposal, with specific detail on how it addresses the project area vision and goals.
- Financial capability of the respondent to consummate the development, in particular the respondent's ability to implement the development proposal.
- Qualifications of the respondent to implement its development proposal.
- Compatibility of the development proposal with site planning considerations and existing land uses within the neighborhood.
- Financial benefit to the City.

The committee may request supplemental information when it determines the necessity, including business and personal financial statements from any of, all of, or none of the respondents. Financial statements and other business confidential information will not be subject to disclosure under Freedom of Information law.

A respondent may be disqualified if any principal or officer of the respondent, or any member of its team, has been charged or convicted of a crime chargeable as a felony within the last five (5) years.

Due Diligence Period and Development Agreement:

Development of the project area is subject to a Due Diligence Period and Negotiation of a Land Development Agreement. Upon written notification, the respondent recommended by the Selection Committee will have a period of approximately ninety (90) days within which to satisfy itself as to the suitability of the property for development, enter into a Land Development Agreement if needed and complete any other contractual documents required with the City. The City will provide the selected respondent with appropriate access to the property under the terms of an Access Agreement, for appropriate inspections and testing. The selected respondent will be required to provide appropriate insurance and indemnification, and if necessary, restore the premises to its prior condition after such testing.

The following documents are attached:

- Exhibit A: Aerial Photo of the 3.61 acre project area.
- Exhibit B: Vicinity Map
- Exhibit C: Grease Trap Interceptor

Commented [GG5]: 63G-6a-707
Must have at least 3 people
Evaluation based on what is in RFP ONLY

Commented [AL6]: At a minimum, do we want to require that we are made whole from our entire investment, and have respondent's proposal detail such repayment?

Commented [AL7]: Any specific land uses? Urban grocer?

Commented [AL8]: Should we specify a Utah-specific (i.e., GRAMA) law?

Commented [AL9]: Required or not?

Right to Reject Proposals; Disclaimer:

All proposals, upon submission to the City, shall become the City's property for its use as deemed appropriate. By submitting a proposal, the respondent covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City. The City accepts no financial responsibility for costs incurred by any respondent in responding to this RFP.

All proposals submitted to the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal that are identified by the respondent as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a proposal that the respondent desires not to be considered a public record must be clearly marked. Any blanket statement (i.e. regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the Utah Government Records Access Management Act (GRAMA) or otherwise by law (despite the respondent's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

The City of St. George used its best efforts in collecting and providing the information contained in this RFP. The City of St. George assumes no responsibility for economic, physical or demographic factors which may affect or alter the opinions contained in this RFP. The City of St. George is not obligated to predict future political, economic or social trends. In preparing the RFP, the City of St. George relied on information furnished by other individuals or information found in previously existing records and/or documents. Unless otherwise indicated, such information is presumed to be reliable. However, no warranty, either express or implied is given by the City of St. George for the accuracy of such information and the City of St. George assumes no responsibility for information relied upon and later found to have been inaccurate. The City of St. George reserves the right to make such adjustments to the opinions and conclusions set forth in this RFP as may be required by consideration of additional data or more reliable data that may become available. The City of St. George assumes no responsibility for hidden or unapparent conditions of the property, subsoil, ground water or structures that render the subject property more or less valuable. No responsibility is assumed for arranging engineering, geologic or environmental studies that may be required to discover such hidden or unapparent conditions.

The City of St. George may elect to deem a submission non-responsive if the submission fails to comply with specific requirements of this solicitation. The City of St. George reserves the right to reject any and all proposals in its sole discretion, and to decline to offer or withdraw the RFP for this property.

Commented [AL10]: Or Selection Committee?

Exhibit A

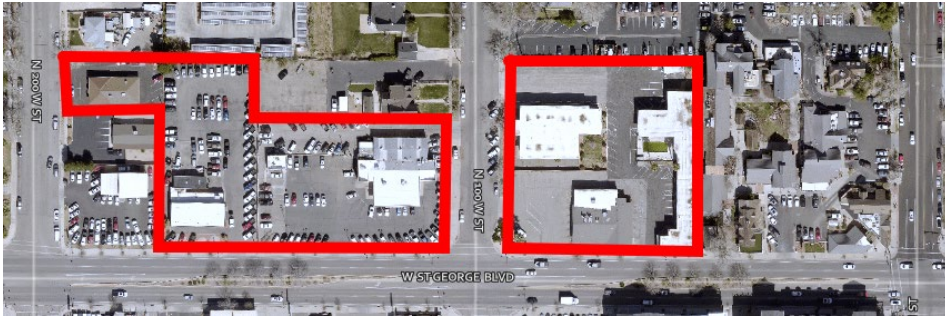


Exhibit B



Exhibit C

Commented [GG11]: Need exhibit from Marc?

Option 1

SPECIAL EVENTS SPECTATORS LIABILITY INSURANCE REQUIREMENTS (Draft Proposal 7.13.22)

Utah Governmental Immunity Liability Limits as of 7/1/22

\$827,000 per Person \$3,329,100 per Occurrence

Vendor must provide a Certificate of Insurance for the amount listed below naming the City of St. George as an Additional Insured

Host Liquor Liability – Separate \$1,000,000 Per Occurrence Policy for Event (Aggregate \$1M x number of days)

CLASS I EVENTS – General Liability: \$1,000,000 per Occurrence, \$2,000,000 General Aggregate

- Ceremonies – Graduation, Funeral, Wedding (no alcohol)
- Concerts – Band rehearsals, Choirs, Christian, Classical Music, Cover/Tribute Bands, Doo-Wop, Folk, Jam & Jazz Concerts, Spiritual, Symphony
- Dance – Ballets, Classic Dance Shows, Dance Recitals and Competitions, Modern Dance, Hula (without Fire)
- Exhibitions – Drill Team, Educational, Job Fairs
- Festivals/Cultural/Amusement – Art Festival, Bazaar, Harvest Festival (no farm implements or equipment)
- Fundraisers – Carwash, Charity Benefits Fundraiser, Fundraising Dinner, Telethons
- Lectures – Lectures, Seminars, Speaking engagements
- Meetings – Amateur Association, Book or Record Signings, Business, Church, Civic, Conferences, Non-profit gathering (under 150 people, without food/activities)
- Parties – Anniversary, Baby or Bridal Shower, Banquets, Baptism, Bar/Bat Mitzvah, Birthday, Business, Debutante Balls, Holiday Events & Parties/Gift Exchanges, Karaoke, Movie Release, Neighborhood, Old Timer Events, Reunions, Seances, Socials, Wedding Receptions
- Political – Chamber of Commerce Events, Voter Registration
- Sales – Auctions, Individual booths or sellers of small non-food items at Rummage, Sidewalk, Swap Meets, Tunk Shows/Trunk Sales, Farmers Market, Miscellaneous Markets
- Shows – Antique, Art, Auto, Award Presentations, Beauty Pageants, Business, Camera, Card, Casino, Comedy, Computer, Consumer, Debuts, Fashion, Flower, Garden, Home, Hypnotist, Magic, Mobile Home Show, Motorcycle, Pageants, RV Shows, Store Openings, Vacation
- Sporting Events – Body Building, Fishing, Scouting Jamborees (no overnight camping)
- Theatre – Film Screenings, Play Readings, Poetry Readings

CLASS II EVENTS – General Liability \$1,000,000 per Occurrence, \$3,000,000 General Aggregate

- Concerts – 00's Pop, Soul, 70's Disco, Classical Rock, 80's Glam Rock, 80's Pop Electronic Rock, 90's Music, Foreign Music, R&B (50's & 60's Bands/music only), Salsa, School Band Competitions or Events
- Dance – Salsa Dances/Performances, Tap Dancing
- Exhibitions – Trade Shows, Other
- Festivals/Cultural/Amusement – Cultural (Music or No Music), Gay Pride, Mariachi Band, Powwows
- Fundraisers – Walk-A-Thon (under 500 spectators)
- Games – Bingo, Card (Blackjack or Poker), Casino Night, Chess Tournament, Math Tournament, Pool &/or Billiard Tournaments, Video Game Contests
- Lectures – Instructional Classes
- Meetings – Evangelistic, Union, Non-profit gathering (over 150 people without food/activity)
- Parties – Christmas Tree Lighting, Easter Egg Hunt, Menorah Lighting, New Year's Eve Party (private/by invite only), Picnics (held at grounds without pools or lakes), Proms

- Sales – Individual booths/kiosks/trucks selling food at, or an Umbrella for Event Organizer to cover all vendors at, Rummage, Sidewalk, Swap Meets, Trunk Show/Trunk Sales, Farmers Market, Miscellaneous Markets
- Shows – Animal Exhibitions, Boat/RV/Vehicle, Film Showings, Halloween or other Costume Contests, Lounge-type Shows
- Sporting Events (Non-Contact) – Aerobic Classes or Events, Golf (nonprofessional), Junior Athletic Games, Marathons (walking/running), Soap Box Derbies, Volleyball Events, Horseshoes, Cornhole, Lawn bowling
- Theatre – Plays, Talent Show (no rap, hip-hop, heavy metal shows), Theatrical Stage Performances

CLASS III EVENTS – General Liability \$1,000,000 per Occurrence, \$4,000,000 General Aggregate

- Concerts – Country Music, Heavy Metal, Pop Music Concert, R&B (other than rap/hip -hop), Reggae
- Dance – Adult, Jazzercise Classes or Events, High School Dance
- Festivals – County Festivals and Fairs (with music/no rides), Country Wester Events (no rodeos or rides), Festival (Music or No Music)
- Fundraisers – Walk-A-Thons (over 500 spectators)
- Games – Over-night camping
- Meetings – Company or Corporate Retreats
- Parties – Block Parties (under 100 attendees)
- Political – Heads of State (public events), Political Rallies
- Shows – Dog Shows, Ice Skating Shows, Livestock Shows, Lounge or Night Club-type Shows
- Sporting Events (Contact) – Basketball (non-professional), Karate Meets, Kick Boxing Tournaments, Sporting Events in Buildings (non-professional), Tae Kwon Do Tournaments
- Sporting Events (Non-Contact) – Baseball, Bicycle Rallies (No Racing), Bowling, Cornfield Mazes, Cross Country Running, Gymnastics Competitions, Handball, Jr. Athletic Games, Softball Events, Swimming/Water Activities, Tennis, Triathlons, Volleyball, Pickleball

CLASS IV EVENTS – General Liability \$1,000,000 per Occurrence, \$5,000,000 General Aggregate

- Concerts – Rap, Metal, Hip-Hop and those not otherwise classified
- Festivals/Cultural/Amusement – Bike Rallies (outdoor only), Carnivals (with/without mechanical amusement devices), Circus, Haunted Houses, Hayrides, Parades, Poker Runs (outdoor only), Street Fairs, Mechanical Bull, Other Mechanical Amusement Devices, Bounce Houses, Ax Throwing, Roller Derby, Hula (with Fire), Climbing Wall
- Film Production
- Fireworks, Pyrotechnics
- Fundraisers – Fraternity/Sorority Events (no rush events or parties) Lectures – Drivers Training
- Parties – Neighborhood/Block Parties (over 100 attendees), New Year’s Party (Open to the Public) Shows – Gun and Knife Shows
- Sporting Events (Contact) – Adult Martial Arts, Boxing, Flag Football, Football, Hockey, In-Line Hockey, Soccer Tournaments, Wrestling (professional or amateur), Paint Ball
- Sporting Events (Non-Contact) – Aircraft Events, Archery, Hot Air Balloon Events, Helicopter Landing/Ride, Bicycling Events with Racing, Cross Country Skiing, Golf Events (professional), Motorized Sporting Events, Professional Sporting Activities, Racquetball, Rodeos and Roping Events, Skateboard, Tractor Pulls
- Theatre Events – Acrobatic Theatre

For Future Consideration: Contracts for Professional Services, Construction Projects (small versus large or dollar amount)

Option #2

SPECIAL EVENTS SPECTATORS LIABILITY INSURANCE REQUIREMENTS (Draft Proposal 7.21.22)

Utah Governmental Immunity Liability Limits as of 7/1/22

\$827,000 per Person \$3,329,100 per Occurrence

Except for events listed below, vendor must provide a Certificate of Insurance, naming the City of St. George as an Additional Insured for:

\$1,000,000 per Occurrence and \$3,000,000 Aggregate Liability

\$1M per Occurrence in Host Liquor Liability (Separate Policy) if alcohol is part of the event

(Aggregate for Liquor Liability would be \$1M x number of days, i.e. 5 day event \$1M/\$5M Aggregate Host Liquor liability)

CLASS I EVENTS – General Liability: \$1M per Occurrence, \$2M General Aggregate

- Ceremonies – Graduation, Funeral, Wedding (no alcohol)
- Dance – Ballets, Classic Dance Shows, Dance Recitals and Competitions, Modern Dance, Hula (without Fire)
- Exhibitions – Drill Team, Educational, Job Fairs
- Festivals/Cultural/Amusement – Art Festival, Bazaar, Harvest Festival (no farm implements or equipment)
- Fundraisers – Carwash, Charity Benefits Fundraiser, Fundraising Dinner, Telethons
- Lectures – Lectures, Seminars, Speaking engagements
- Meetings – Amateur Association, Book or Record Signings, Business, Church, Civic, Conferences, Non-profit gathering (under 150 people, without food/activities)
- Parties – Anniversary, Baby or Bridal Shower, Banquets, Baptism, Bar/Bat Mitzvah, Birthday, Business, Debutante Balls, Holiday Events & Parties/Gift Exchanges, Karaoke, Movie Release, Neighborhood, Old Timer Events, Reunions, Seances, Socials, Wedding Receptions
- Political – Chamber of Commerce Events, Voter Registration
- Sales – Auctions, Individual booths or sellers of small items at Rummage, Sidewalk, Swap Meets, Trunk Shows/Trunk Sales, Farmers Market, Miscellaneous Markets
- Shows – Antique, Art, Auto, Award Presentations, Beauty Pageants, Business, Camera, Card, Casino, Comedy, Computer, Consumer, Debuts, Fashion, Flower, Garden, Home, Hypnotist, Magic, Mobile Home Show, Motorcycle, Pageants, RV Shows, Store Openings, Vacation
- Sporting Events – Body Building, Fishing, Scouting Jamborees (no overnight camping)
- Theatre – Film Screenings, Play Readings, Poetry Readings, Plays, Theatrical Stage Performances

Class II Events that may require General Liability: \$1M per Occurrence, \$4M or \$5M General Aggregate depending upon risk factors

- Festivals/Cultural/Amusement – Bike Rallies (outdoor only), Carnivals (with/without mechanical amusement devices), Circus, Haunted Houses, Hayrides, Parades, Poker Runs (outdoor only), Street Fairs, Mechanical Bull, Other Mechanical Amusement Devices, Bounce Houses, Ax Throwing, Roller Derby, Hula (with Fire), Climbing Wall
- Film Production
- Fireworks, Pyrotechnics
- Shows – Dog Shows, Ice Skating Shows, Livestock Shows, Lounge or Night Club-type Shows, Gun or Knife Shows
- Sporting Events (Contact) – Adult Martial Arts, Boxing, Flag Football, Football, Hockey, In-Line Hockey, Soccer Tournaments, Wrestling (professional or amateur), Paint Ball
- Sporting Events (Non-Contact) – Aircraft Events, Archery, Hot Air Balloon Events, Helicopter Landing/Ride, Bicycling Events with Racing, Cross Country Skiing, Golf Events (professional), Motorized Sporting Events, Professional Sporting Activities, Racquetball, Rodeos and Roping Events, Skateboard, Tractor Pulls

- Theatre Events – Acrobatic Theatre

For Future Consideration: Contracts for Professional Services, Construction Projects (small versus large or dollar amount)

DRAFT



Agenda Date: 07/28/2022

Agenda Item Number: 1a

Subject:

Consider approval of professional services agreement with Milsoft Utility Solutions for Windmill Map, which is an add on to our Milsoft mapping software.

Item at-a-glance:

Staff Contact: Barb Berrett

Applicant Name: Laurie Mangum

Reference Number: N/A

Address/Location:

N/A

Item History (background/project status/public process):

Milsoft Windmill Map is an engineering software to create and maintain a detailed distribution circuit model that is optimized for engineering and operations. Comprehensive, built-in project management allows all users across the electric utility enterprise to access the same geospatial data for their diverse purposes including system planning, construction, analysis, asset management, and operations. St. George Energy has been using Windmill map in limited ways and with a single license.

Staff Narrative (need/purpose):

The expansion of the Milsoft electrical modeling software will improve the engineering, planning, and asset management of the electrical system. This is a necessary improvement for engineering to accurately plan, model, and track assets, system load, and growth. This software will also improve the ability of the electric department to trace, and map, issues in the system leading to improved reliability for our customers. This also includes training and integration with existing GIS data and software.

Name of Legal Dept approver: Alicia Carlton

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval.



St. George

Contract Cover Page

Project Name:		Millsoft Map Upgrade	
Type of Contract:		PSA	
Contracting Party Information			
Company Name:		Millsoft	
Contracting Party Contact Name: <i>(also the person who will be signing the contract):</i>		Adam Turner	
Title:	CEO of Business Operations		
Phone:	325-695-1642	Email Address:	adam.turner@milsoft.com
Contracting Party 2nd Contact Name:		Mark Neal	
Title:			
Phone:		Email Address:	mark.neal@milsoft.com
City Information			
Project Manager Name:		Bryan Dial	
Title:	Energy Resource Manger	Phone:	435-627-4878
Dept:	Energy	Email Address:	bryan.dial@sgcity.org
Supervisor Name:		Laurie Mangum	
Phone:	435-627-4878	Email Address:	laurie.mangum@sgcity.org
Item History			
Staff Narrative (need/purpose):		Expansion of use of Millsoft software for engineering, planning, and asset management. Includes training and set up.	
Date approved by City Council: <i>(if applicable)</i>			
Date Award of Bid delivered to the Contracting Party: <i>(if applicable)</i>			
<i>The Contracting Party has 10 business days to execute the contract, obtain performance bond, payment bond and COI.</i>			
Legal Approval			
Name of Attorney Reviewer:		Alicia Carlton	
Include documents for Legal review (Contract draft, Scope of Work, Certificate of Insurance (COI), Performance Bond, Payment Bond, Notice to Proceed, other)		Date Provided:	Documents provided: COI, Scope of work (proposial)
Certificate of Insurance (ensure has correct coverage and City is listed as Additional Insured with Waiver of Subrogation) Link to Required Language		Expiration Date:	Each Occurance coverage amount: Aggregate coverage amount:
Legal Comments:			
Signature and Executed Contract Delivery Instructions			
Submit all documents approved by Legal to City Recorder <i>(contract, Scope of Work, COI, Performance Bond, Payment Bond, Notice to Proceed (NTP), other)</i>		Date Provided:	
The NTP (if applicable) will be sent to the Contracting Party Contact when the Contract and related documents are circulated for signatures. A copy of the executed contract will be emailed to the Project Manager, the Contracting Party Contact, and those who sign the contract. If a copy should be provided to anyone else, provide the information below.			
Name:	Bart Brockway	Email Address:	bart.brockway@milsoft.com
Name:	Barb Berrett	Email Address:	barb.berrett@sgcity.org
Name:		Email Address:	



**CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
WITH MILSOFT UTILITY SOLUTIONS, INC.**

This Agreement is made and entered into on _____, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter “CITY”), and Milsoft Utility Solutions, Inc. with offices at 4400 Buffalo Gap Rd #5150, Abilene, Texas 79606 (hereinafter “MILSOFT”).

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited MILSOFT to provide products and services as set forth on attached Schedule A (hereinafter “PROJECT”); and

WHEREAS, MILSOFT has submitted a proposal for the PROJECT; and

WHEREAS, CITY selected MILSOFT to perform the services for the PROJECT;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties mutually agree as follows:

1. **EMPLOYMENT OF MILSOFT.**
 - a. MILSOFT is a corporation duly incorporated and validly subsisting under the laws of the State of Texas, and is in good standing with the Secretary of State for Texas. MILSOFT has all licenses, permits, and approvals that are legally required for MILSOFT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
 - b. MILSOFT states that it has the necessary knowledge, experience, abilities, skills and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement in a professional manner, consistent with prevailing industry standards and practices as observed by competent practitioners of the profession in which MILSOFT and its subcontractors or agents are engaged.
 - c. MILSOFT certifies that it does not and will not during the performance of this contract knowingly employ, or subcontract with any entity which employs workers in violation of 8 USC § 1324a. MILSOFT agrees to require all subcontractors at the time they are hired for this project to sign a Certification of Legal Work Status and submit the Certification to CITY prior to any work being performed by the subcontractors. MILSOFT agrees to produce, at CITY’S request, documents to verify compliance with applicable State and Federal laws. If MILSOFT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between MILSOFT and CITY. In addition, MILSOFT may be suspended from participating in future projects with CITY for a period of one (1) year. In the event this contract is terminated due to a violation of 8 USC § 1324a by MILSOFT or a subcontractor of MILSOFT, MILSOFT shall be liable

for any and all costs associated with such termination, including, but not limited to, any damages incurred by CITY as well as attorney fees. For purposes of compliance, CITY requires MILSOFT and subcontractors to use E-Verify or other federally accepted forms of verification to verify the employment eligibility of all employees as allowed by law and the E-Verify procedures. MILSOFT and subcontractors must maintain authorized documentation of the verification.

- d. MILSOFT shall not, either during or after the term of this Agreement, make public any reports or articles, or disclose to any third party any confidential information relative to the work of City or the operations or procedures of CITY without the prior written consent of CITY.
- e. MILSOFT further agrees that it shall not, during the term of this Agreement, take any action that would affect the appearance of impartiality or professionalism.
- f. MILSOFT, by execution of this Agreement, certifies that it does not discriminate against any person upon the basis of race, color, creed, national origin, age, sex, sexual orientation, gender identity, disability or marital status in its employment practices.
- g. MILSOFT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve MILSOFT from any obligation to comply with all applicable requirements of CITY during the term of this Agreement including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of CITY, except as modified or waived in this Agreement.
- h. MILSOFT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by MILSOFT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
- i. CITY acknowledges that MILSOFT may employ various specialized subcontractors for up to 15% of the services provide herein. MILSOFT shall give written notice to CITY at least seven (7) days prior to MILSOFT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely MILSOFT's responsibility to ensure that any of MILSOFT'S subcontractors perform in compliance with the terms of this Agreement. Subcontractors may not be changed without ten (10) days prior written notice to CITY.

2. **PROJECT SERVICES DESCRIPTION.**

- a. MILSOFT will provide the services covered by this Agreement as described in the attached Scope of Work (Schedule A) which is made a part of this Agreement by this reference. CITY may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes increase or decrease the amount due under the Agreement, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order.
- b. MILSOFT shall furnish all of the materials, supplies, tools, transportation, equipment, labor, subcontractor services and other services necessary for the completion of the work described in Schedule A.
- c. MILSOFT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

3. **TERM OF AGREEMENT.**

- a. This Agreement shall be effective as of the date executed by all parties and shall continue until services provided for this Agreement have been performed unless otherwise terminated

as set forth in this Agreement.

- b. MILSOFT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. MILSOFT shall perform the services in a timely manner according to the schedule approved by CITY.
- c. MILSOFT shall perform its services upon Notice to Proceed from CITY and in accordance with the schedule approved by CITY. In the event that performance of its services is delayed by causes beyond the reasonable control of MILSOFT, and without the fault or negligence of MILSOFT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. MILSOFT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by MILSOFT to mitigate the effect of such delay.

4. **COMPENSATION**

For the performance of the services and completion of PROJECT set forth herein, CITY shall reimburse MILSOFT as set out in the Contract Documents, not to exceed the amounts listed in Schedule A.

5. **INVOICING, PAYMENT, NOTICES.**

- a. MILSOFT shall submit invoices, no more frequently than monthly, for the services rendered during the preceding period; invoices shall describe the services performed, list all subcontractors used and the amount owed or paid to them, list all suppliers used and the amount owed or paid to them, list the contract amount, list the current invoice amount based on percentage of task complete, list the previous invoice amount, list total invoices to date, and list the contract balance.
- b. In executing the request for payment, MILSOFT shall attest those subcontractors involved with prior requests for payment have been paid, unless MILSOFT provides a detailed explanation why such payments have not occurred. MILSOFT shall also sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status and submit them with each request for payment. MILSOFT shall require each subcontractor to sign a “Conditional Waiver and Release Upon Progress Payment” and a Certificate of Legal Work Status at the time subcontractor is paid and shall provide a copy of both documents to CITY.
- c. A “Waiver and Release Upon Final Payment” signed by MILSOFT attesting that all subcontractors, laborers, and material suppliers involved with prior requests for payment have been paid, and that all subcontractors, laborers and material suppliers upon which the final payment is based will be paid immediately unless MILSOFT provides a detailed explanation why such payments have not occurred or will not occur. MILSOFT shall also require each subcontractor to sign a “Waiver and Release Upon Final Payment” and a Certificate of Legal Work Status at the time subcontractor is paid its final payment and shall provide a copy of both documents to CITY.
- d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, MILSOFT shall refund to CITY all money that CITY may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.
- e. All invoices for reimbursable costs shall be taken from the books of account kept by MILSOFT, and MILSOFT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by MILSOFT

and any subcontractors concerning the operation and services performed under this Agreement.

- f. CITY shall withhold payment for any expenditure not substantiated by MILSOFT'S or subcontractor's books and records.
- g. In the event CITY has made payment for expenditures that are not allowed, as determined by CITY'S audit, MILSOFT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to MILSOFT, the reimbursement may be deducted from the additional money owed.
- h. CITY shall make no payment for any services not specified in this Agreement unless such additional services and the price thereof are agreed to in writing, prior to the time that such additional services are rendered.
- i. Invoices shall be paid to MILSOFT within thirty (30) days of presentation to CITY.
- j. CITY may withhold 5% of billed amount as retention. Retention held shall be included in the final invoice after the contract is complete.

6. **CHARGES AND EXTRA SERVICE.**

- a. CITY may make changes within the general scope of this Agreement. If MILSOFT is of the opinion that a proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, MILSOFT shall notify CITY of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. MILSOFT may initiate such notification upon identifying conditions which may change the services agreed to on the effective date of this Agreement, as set forth in Schedule "A". However, MILSOFT represents that to the best of its knowledge that it is not aware of any such conditions on the date hereof. Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.
- b. CITY may request MILSOFT to perform extra services not covered by Schedule "A", and MILSOFT shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.
- c. CITY shall not be liable for payment of any extra services, nor shall MILSOFT be obligated to perform any extra services except upon such written amendment.

7. **TO BE FURNISHED BY CITY.** Resources to be furnished by CITY to MILSOFT, at no cost to MILSOFT, consist of CITY staff assistance for oversight and meetings to help perform the services. MILSOFT shall verify accuracy of the information provided, unless otherwise stated in the contract documents.

8. **INSPECTIONS.** All work shall be subject to inspection and approval of CITY or its authorized representative.

9. **ACCURACY AND COMPLETENESS.**

- a. MILSOFT has total responsibility for the accuracy and completeness of its investigations, calculations, reports, plans and related designs, specifications and estimates prepared for the PROJECT and shall check all such material accordingly.
- b. The plans will be reviewed by CITY for conformity with PROJECT objectives and compliance

with CITY Standards.

- c. Reviews by CITY do NOT include the detailed review or checking of major design components and related details or the accuracy with which such designs are depicted on the plans.
- d. The responsibility for accuracy and completeness remains solely with MILSOFT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**

- a. CITY retains and employs MILSOFT, as an independent contractor, to act for and represent it in all matters involved in the performance of services on the PROJECT, subject to the terms, conditions and stipulations as hereinafter stated.
- b. It is understood and agreed that MILSOFT will provide the services without supervision from CITY. MILSOFT is an independent contractor and is not an employee, officer, or agent of CITY for any purposes related to the performance of this Agreement and is not an employee of CITY and is not entitled to any benefits from CITY.
- c. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between MILSOFT and CITY.
- d. MILSOFT is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- e. MILSOFT acknowledges that CITY will not withhold any federal, state, or local taxes, including FICA, nor will CITY provide any unemployment compensation or worker's compensation coverage. As an independent contractor, MILSOFT shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold CITY harmless and indemnify CITY from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- f. MILSOFT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of MILSOFT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. MILSOFT and its employees shall not hold themselves out as, nor claim to be officers or employees of CITY by reason of this Agreement. The employees of CITY shall not be considered to be employees of MILSOFT.
- g. Neither party has the right to bind or obligate the other in any way. MILSOFT shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without CITY'S prior written authorization.

11. **INSURANCE.**

- a. **GENERAL:** MILSOFT shall secure and maintain insurance as required by laws and regulations and the terms of this agreement to protect against any liability, loss or expense which occurs or arises as a result of the performance of the services provided pursuant to this agreement or as changed as provided herein. MILSOFT'S insurer must be authorized to do business in Utah and must have an A.M. Best rating of A VIII or better at the time this contract is executed.
- b. **COMMENCEMENT OF WORK:** Neither MILSOFT, its Suppliers nor any subcontractors shall enter the site of the work or commence work under this contract before CITY has received and accepted Certificate(s) of Insurance and Insurance Endorsements and has issued the Notice

- to Proceed.
- c. **INSURANCE CERTIFICATES AND COVERAGE:** Insurance certificates shall be issued on all policies required under this contract and shall be signed by an authorized representative of the insurance company. The insurance certificate or the coverage required shall include the following:
- i. The name and address of the insured.
 - ii. CITY shall be named as a Certificate Holder.
 - iii. CITY shall be named as an additional primary insured on the General Liability Certificate with CITY listed as non-contributory on the General Liability certificate and a Waiver of Subrogation shall apply in favor of the City of St. George.
 - iv. The location of the operations to which the insurance applies.
 - v. The number of the policy and the type or types of insurance in force thereunder on the date borne by the certificate.
 - vi. The expiration date of the policy and the limit or limits of liability thereunder on the date borne by the certificate.
 - vii. A statement that all coverage is on an occurrence basis rather than a claims basis except for the Professional Errors and Omissions Malpractice Insurance coverage.
 - viii. A provision that the policy or policies will not be cancelled, denied renewal, or reduced in coverage until at least 30 days after written notice has been received by CITY.
 - ix. Name, address, and telephone number of the insurance company's agent of process in Utah.
 - x. Other information to demonstrate compliance with additional requirements stipulated for the various types of insurance coverage.
- d. **COMPENSATION INSURANCE:** MILSOFT shall take out and maintain Worker's Compensation Insurance as required by law for all its employees at the site of the work during the life of this contract. Coverage must be provided by a company authorized by the State of Utah to provide Worker's Compensation Insurance. The insurance shall include:
- i. Insurance certificates shall provide a waiver of subrogation by the carrier to Certificate Holder.
 - ii. MILSOFT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by MILSOFT.
 - iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, MILSOFT shall provide, and shall cause its subcontractors to provide, special insurance for the protection of such employees not otherwise protected.
- e. **COMMERCIAL GENERAL LIABILITY INSURANCE:**
- i. MILSOFT shall procure and maintain commercial general liability insurance for the duration of the contract against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the MILSOFT, its agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement such that claims reported beyond the date of substantial completion of this agreement are covered and during the warranty period, to the extent that it relates to the activities covered by this Agreement, in such manner and amounts as set forth herein.
 - ii. The Insurance Endorsement shall evidence such provisions.
 - iii. The minimum commercial general liability insurance shall be as follows:
 1. Comprehensive general liability insurance for injuries, including accidental death, to

- any one person in any one occurrence in an amount not less than \$1,000,000.00 Dollars.
2. Comprehensive general liability insurance for injuries, including accidental death, to two or more persons in any one occurrence in an amount not less than \$3,000,000.00 Dollars.
 3. Broad form property damage insurance in an amount not less than \$300,000.00 Dollars.
- iv. Such policy shall include each of the following coverages:
1. Comprehensive form.
 2. Premises - operations.
 3. Explosion and collapse hazard.
 4. Underground hazard.
 5. Product/completed operations hazard.
 6. Contractual insurance.
 7. Broad form property damage, including completed operations.
 8. Independent contractors for vicarious liability.
 9. Personal injury.
 10. Cross liability or severability of interest's clause shall be included unless a separate policy covering CITY is provided.
- f. PROFESSIONAL LIABILITY ERRORS AND OMISSIONS INSURANCE:
- i. MILSOFT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than \$2,000,000.00 Dollars for all work performed under this Agreement.
 - ii. MILSOFT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the MILSOFT, its agents, representatives, employees or subcontractors. With respect to General Liability, Professional liability coverage should be maintained for a minimum of five (5) years after contract completion.
 - iii. If Professional Liability coverages are written on a claims-made form:
 1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the MILSOFT must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the policy must be submitted to CITY for review.
- g. BUSINESS AUTOMOBILE COVERAGE:
- i. MILSOFT shall carry and maintain business automobile insurance coverage on each vehicle used in the performance of the work in an amount not less than \$1,000,000.00 Dollars for one person and \$3,000,000.00 Dollars for more than one person and for property damage resulting from any one occurrence which may arise from the operations of MILSOFT in performing the work.
 - ii. Such business automobile insurance shall include each of the following types:

1. Comprehensive form, including loading and unloading.
2. Owned.
3. Hired.
4. Non-owned.

12. **INDEMNITY AND LIMITATION.**

- a. MILSOFT shall indemnify, defend, and hold harmless CITY, its elected officials, officers, employees, and representatives against any and all claims, suits, causes of action, demands, losses, costs, and damages and liability of every kind including but not limited to all fees and charges of attorneys and other professionals and all court or other dispute resolution costs for:
 - i. death or injuries to persons or for loss of or damage to property which directly or indirectly, in whole or in part are caused by, resulting from, or arising out of the intentional, reckless, negligent, or wrongful acts, errors or omissions, or other liability imposed by law of MILSOFT, its officers, employees, agents, or representatives in the performance of services under this Agreement or any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work;
 - ii. MILSOFT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
 - iii. claims by any employee of MILSOFT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, MILSOFT'S indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the MILSOFT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.
- b. CITY shall give MILSOFT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. MILSOFT agrees to defend against any claims brought or actions filed against CITY arising out of the services provided under this Agreement. If CITY'S tender of defense, based upon the indemnity provision, is rejected by MILSOFT or MILSOFT'S insurer, and MILSOFT is later found by a court of competent jurisdiction to have been required to indemnify the CITY, then, in addition to any other remedies the CITY may have, MILSOFT shall pay the CITY'S reasonable costs, expenses and attorney's fees incurred in obtaining such indemnification, defending themselves or enforcing the indemnification provision.
- c. The insurance requirements in this agreement shall not be construed as limiting MILSOFT'S liability. Irrespective of the requirements for MILSOFT to carry insurance as provided herein, insolvency, bankruptcy or failure of any insurance company to pay all claims accruing shall not be held to relieve MILSOFT of any obligations under this agreement.
- d. This section does not apply to a design professional services contract, design professional services, and design professionals.

13. **DOCUMENTS.**

- a. All data used in compiling MILSOFT's work, and the results of any tests or surveys, as well as all photographs, drawings, electronically stored records of work performed, renderings, specifications, schedules, MILSOFT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by MILSOFT, and its

employees, shall be the sole and exclusive property of CITY, and CITY shall own all intellectual property rights thereto whether the specific work project for which they are made is undertaken or not. MILSOFT may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to CITY promptly upon completion thereof. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement. Compliance by MILSOFT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to MILSOFT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to MILSOFT in writing.

- b. Plans, specifications, maps and record drawings prepared or obtained under this Agreement shall be provided to CITY in a format approved by CITY which shall generally be a hard copy and an electronic copy and shall become the property of CITY whether the work for which they are prepared is executed or not.
- c. The basic survey notes and sketches, charts, computations, and other data prepared under this Agreement shall be made available upon request to CITY without restriction or limitation on their use.
- d. CITY shall have the right to use reports, designs, details, or products developed as part of this Agreement for purposes of maintenance, remodeling or reconstruction of existing facilities or construction of new facilities without additional compensation to MILSOFT or without restriction or limitation on its use even if documents are considered copyrighted material.
- e. CITY will hold harmless MILSOFT for any use or reuse of these reports, designs, or details for purposes other than the project associated with this Agreement unless CITY obtains validation of that use or reuse from MILSOFT.

14. **RECORDS.**

- a. MILSOFT shall maintain records, books, documents and other evidence directly pertinent to the performance of services under this Agreement in accordance with generally accepted accounting principles and practices.
- b. MILSOFT agrees to keep proper books of records and accounts in which complete and correct entries will be made of payroll costs, travel, subsistence, and field expenses.
- c. Said books shall, at all times, be available for at least three (3) years after final payment for reasonable examination by CITY.

15. **TERMINATION.**

- a. CITY may terminate this Agreement by providing fourteen (14) days written notice prior to the effective termination date to MILSOFT.
- b. In the event of such termination, CITY shall pay MILSOFT for all services actually rendered up to and including the date of termination.
- c. MILSOFT shall deliver to CITY copies of all drawings, reports, analyses, documents, and investigations, whether completed or not, that were prepared or were being prepared under the provisions of this Agreement.

16. **CONFLICT BETWEEN DOCUMENTS.** In the event of a conflict between this Agreement and any other documents with MILSOFT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

- a. MILSOFT certifies that it has disclosed to CITY any actual, apparent or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement.
- b. MILSOFT agrees to advise CITY of any actual, apparent or potential conflicts of interest that may develop after the date of execution of this Agreement.
- c. MILSOFT further agrees to complete any statements of economic interest required by either CITY ordinance or State law.

18. **NON WAIVER.** No failure or waiver or successive failures or waivers on the part of either party hereto, their successors or permittee assigns, in the enforcement of any condition, covenant, or Article of this Agreement shall operate as a discharge of any such condition, covenant, or Article nor render the same invalid, nor impair the right of either party hereto, their successors or permitted assigns, to enforce the same in the event of any subsequent breaches by the other party hereto, its successors or permitted assigns.

19. **NOTIFICATION.** All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

CITY:	City of St. George 175 East 200 North St. George, Utah 84770	MILSOFT:	Milsoft Utility Solutions, Inc. 4400 Buffalo Gap Rd #5150 Abilene, Texas 79606
Attention:	City Attorney	Attention:	Adam Turner
Copy:	legal@sgcity.org		CEO Business Operations

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

21. **LEGAL FEES.** Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which

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

22. **MODIFICATION OF AGREEMENT.** CITY specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the Work in Schedule A. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
23. **RESERVED LEGISLATIVE POWERS.** Nothing in this Agreement shall limit the future exercise of the police power by CITY in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
24. **SUCCESSORS AND ASSIGNS.** MILSOFT shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Agreement without assigning the rights and the responsibilities under this Agreement and without the prior written approval of CITY. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not inure to the benefit of any third party or other person.
25. **NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.
26. **INTEGRATION.** This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature between CITY and MILSOFT and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this PROJECT.
27. **SEVERABILITY.** If any part or provision of this Agreement shall be determined to be unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other

provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **SURVIVAL.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
30. **HEADINGS.** The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
31. **COUNTERPARTS.** This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
32. **AUTHORITY OF PARTIES.** The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the CITY and MILSOFT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

MILSOFT UTILITY SOLUTIONS, INC.

Michele Randall, Mayor

Adam Turner, CEO Business Operations

ATTEST:

Christina Fernandez, City Recorder

APPROVED AS TO FORM:

Alicia Galvany Carlton, Assistant City Attorney



Schedule A

Quote Number:	50378
Date Created:	04-16-2021
Account Manager:	Bart Brockway
E-mail:	Bart.Brockway@Milsoft.com
Phone:	(800) 344-5647
Valid Until:	08-01-2022

Bill To

Bryan Dial
 St. George, City of
 175 E 200 N
 St. George, UT, 84770-2845
 USA

Geographic Information System

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	WindMilMap® 5 Seats 5 seats of WindMilMap®, an extension to the ESRI ArcGIS product line that enables the creation and editing of the Milsoft Circuit Model in the ESRI environment. Includes Circuit Model server applications to keep data in sync with other Milsoft applications. WindMil® edit only is included. Support program available - see Terms & Conditions.	\$30,000.00	\$30,000.00

Note: ESRI products are required but not included.

Subtotal:	\$30,000.00
Total:	\$30,000.00

Services

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Database Conversion with WindMilMap® A database conversion process converts data from one format to another and establishes the electrical connectivity in the new environment to the extent possible by the data represented. The destination for the data conversion model is Milsoft's GIS application, WindMilMap® (sold separately). Support program not available.	\$25,000.00	\$25,000.00
1.00	ArcPy Configuration Includes initial default setup of ArcPy script for pushing the Milsoft Data model into the same format in ESRI ArcGIS Server. Any additional or custom configurations of the ArcPy script may incur an additional charge. An SOW is required. Support program available - see Terms & Conditions.	\$5,000.00	\$5,000.00

Subtotal:	\$30,000.00
Total:	\$30,000.00

Training

Quantity	Quoted Line Item	Retail Price	Ext. Price
1.00	Initial GIS Setup / Training Includes: three (3) days of initial on-site GIS training, software installation and configuration, and all travel-related expenses. Recommended: two (2) days of follow-up training, 90-180 days after implementation (not included). Support program not available.	\$15,000.00	\$15,000.00
1.00	Training GIS 3 Day On-site: Follow Up Three (3) days of GIS on-site training and all related travel expenses. Curriculum chosen by Customer. Support program not available.	\$10,000.00	\$10,000.00

Subtotal:	\$25,000.00
Total:	\$25,000.00

Grand Total

Subtotal:	\$85,000.00
Total:	\$85,000.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer’s contract for procurement of the Product, Training, Service and Support Program as described when applicable, or as an Addendum to Customer/Client’s current contract(s) with Milsoft.

Terms and Conditions - Geographic Information Systems - WindMilMap®

Payment Terms for New Systems - All Seats

- Payment due upon receipt of invoice
- 75% invoiced upon quote acceptance
- 25% invoiced upon installation or (120) days after quote acceptance, whichever occurs first

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- ESRI
- Support Program
 - Annual support at the rate of 20% of the full retail price
 - Support invoiced separately upon install

Terms & Conditions - Database Conversion with WindMilMap®

Payment Terms

- Payment due upon receipt of invoice
- 75% invoiced after quote acceptance
- 25% invoiced upon delivery of final conversion

Price Exclusions

- Hardware
- Microsoft® SQL Server™

Terms & Conditions - Services - ArcPy Configuration

Payment Terms

- Payment due upon receipt of invoice
- 100% invoiced upon quote acceptance
- Payment must be made in USD

Support Program

- Annual support at the rate of 20% of the full list price
- Support invoiced separately

Terms & Conditions - Training (Initial, Follow-Up)

Payment Terms:

- Payment due upon receipt of invoice
- Payment must be made in USD
- 75% invoiced upon quote acceptance
- 25% invoiced upon training completion or one year from signed quote

Price Exclusion

- Costs incurred as a result of Customer requested changes

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____



Agenda Date: 07/28/2022

Agenda Item Number: 02

Subject:

Consider approval of an ordinance amending various sections of Titles 8 and 10 of the St. George city code as it relates to water conservation. Case number 2022-ZRA-002

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: 2022-ZRA-002

Address/Location:

175 East 200 North

Item History (background/project status/public process):

The proposed amendments to the Title 8 and Title 10 ordinances have been discussed with the City Council at three separate City Council Work Meetings. In addition, the amendments were discussed in a joint work meeting with the Planning Commission. A public hearing was held by the Planning Commission on June 14, 2022. The Planning Commission recommended approval of the amendments with some slight changes. During a City Council work meeting on June 23, 2022, the Planning Commission recommendation was discussed, as well as other slight changes proposed by the City Council. The recommendations of the Planning Commission and City Council have been included in the final draft ordinances.

Staff Narrative (need/purpose):

Starting in the fall of 2021, the Washington County Water Conservancy District along with St. George and surrounding cities began discussions on what could be done to encourage water conservation. From those initial discussions with the district and other municipalities, a model ordinance was drafted. The proposed changes reflect the model ordinance integrated into the existing city code. Proposed City Code changes include changes to Title 8, Chapter 1, regarding water connections and water waste; Title 10, Chapter 1 regarding water acknowledgment statements, permit process, vesting, and requirement of culinary water "will serve" letters; Title 10 Chapter 2 definitions; Title 10, Chapters 4, 5, 7, 8, 11, and 17 regarding landscaping and other conservation measures, certain land uses, special standards for some uses, and infrastructure standards; Title 10, Chapter 23 regarding landscaping provisions; and Title 10, Chapter 25 regarding subdivision requirements and processes.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of the amended ordinances as they contain recommendations of Planning Commission and City Council.

**ST. GEORGE CITY, UTAH
ORDINANCE NO. ____**

A COMPREHENSIVE LAND USE REGULATION AMENDING THE WATER PROVISIONS OF TITLE 8, CHAPTER 1 TO ADDRESS WATER USE AND WASTE, AND SEVERAL SECTIONS WITHIN TITLE 10 OF THE ST GEORGE CITY CODE REQUIRING ALL DEVELOPMENT APPLICATIONS TO ACKNOWLEDGE WATER SUPPLY CONDITIONS, ADOPTING WATER CONSERVATION AND REVISED LANDSCAPING REGULATIONS, DEVELOPMENT PROCESSING AND OTHER WATER MANAGEMENT REGULATIONS.

PREAMBLE

WHEREAS Utah Code §10-9a-102 provides that cities can enact necessary land use ordinances, including temporary land use regulations, to provide for the health, safety, and welfare of the community; and,

WHEREAS the Goal VII of the St. George General Plan (“General Plan”) as set forth in Chapter 4 is to “[b]ring about community development practices that conserve and efficiently use water and power to maximize the use and benefit of this scarce resource.”; and

WHEREAS the City of St. George (“City”) continues to experience drought conditions with limited water supplies, and is currently considered in an extreme drought condition as determined by the National Oceanic and Atmospheric Administration’s National Integrated Drought Information System (<https://www.drought.gov/states/utah>); and

WHEREAS in furtherance of Goal VII of the General Plan, the City wishes to amend and add regulations within the currently adopted development and water regulations of the St. George City Code (“Code”), to address water use, water waste, water supply conditions, water conservation, landscaping, development processing and other water management regulations; and

WHEREAS the City believes all development applications should acknowledge that water availability for future buildings and/or uses cannot be guaranteed by the City; and

WHEREAS the City believes that ensuring water conservation measures through land use regulations in order to ensure that the existing water resources can meet the current and future demands of the City is a compelling, countervailing public interest and critical to the public health, safety, and welfare of the community; and

WHEREAS the City enacted a Temporary Zoning Ordinance on February 3, 2022 which shall expire on August ___, 2022 which anticipated the adoption of comprehensive regulations and standards regarding water use, land use and development generally.

NOW, THEREFORE, the City Council of the City of St. George, State of Utah, hereby ordains as follows:

Based upon the facts as set forth in the Preamble hereto, the City Council finds that there exists a compelling, countervailing public interest to enact the following temporary land use regulations:

Section 1 The regulations and provisions of Title 8 and Title 10 of the City Code as contained in the following pages are hereby adopted.

Section 2 **Effective Date.** This Ordinance shall take effect upon publication and/or posting as required by law.

Adopted this _____ day of July 2022.

ATTEST:

ST. GEORGE CITY

Christina Fernandez
St. George City Recorder

Mayor Michele Randall

APPROVED AS TO FORM
City Attorney's Office

Jami R. Brackin
Deputy City Attorney

VOTING OF CITY COUNCIL:	
Councilmember Hughes	_____
Councilmember Larkin	_____
Councilmember Larsen	_____
Councilmember McArthur	_____
Councilmember Tanner	_____

CHAPTER 1 GENERAL PROVISIONS

- 10-1-1: Short Title
- 10-1-2: Conflict
- 10-1-3: Land Use Decision Required
- 10-1-4: Site Plan Required
- 10-1-5: Inspection
- 10-1-6: Permits, Licenses to Comply
- 10-1-7: Public Nuisance
- 10-1-8: Changes and Amendments
- 10-1-9: Reconsideration of Denied Amendments
- 10-1-10: Fees
- 10-1-11: Annexations
- 10-1-12: Completion of Landscaping and Public Infrastructure Improvements – Private Site Development Improvements – Improvement Completion Assurance
- 10-1-13: Land Use Authority
- 10-1-14: Penalty
- 10-1-15: Vesting and Expiration

...

10-1-3: LAND USE DECISION REQUIRED:

A. *Interpretation of Zoning Ordinance:* Any use of land that is not plainly designated as an Allowed Use in the zone is prohibited. A specific land use category supersedes one that is more general or broader in scope. For example, if a land use has been specified (e.g., dry cleaners) in this title, and it has not been listed as a permitted use in a zone, it is prohibited in the zone, even if a use that is more general or broader in scope is permitted (e.g., general commercial) in the zone.

B. *Land Use Decision Required:* No development may commence, or land use changed or expanded, without a final Land Use Decision, which determines that the development, or the change or expansion, is allowed in the zone and complies with all Land Use Regulations.

C. *Water Acknowledgement Required:* all new Land Use Applications must submit with the application, an acknowledgement signed by both the applicant developer and the owner(s) of all real property which are part of the application that:

1. The applicant is responsible for ensuring that the Project or application has sufficient culinary water service; and

Red indicates proposed amendments as of July 14, 2022

Blue indicates staff changes since July 14th meeting

2. Approval of any development application by the city does not guarantee that sufficient water will be available to serve the zone, Project, or permit for which the application is submitted. ~~;~~ ~~and~~

~~3. Prior to receiving final approval for the application, and/or issuing any building permit, the applicant shall provide to the city a guarantee of water service through a Will Serve Letter or other documentation from the District which verifies that there is a sufficient water supply and guarantee of culinary water for the application.~~

...

10-1-6:

PERMITS, LICENSES TO COMPLY:

A. ~~All applications for any development activity, including the modification or expansion of a land use, shall comply with all applicable regulations.~~ *Compliance with Title:* No city officer or employee shall issue any license or permit for Development Activity in violation of the provisions of Utah State law, or any other provisions of this title. Any license or permit issued in conflict with Utah State law, or any other provisions of this Title, is void.

B. All departments, officials, and public employees of the city, vested with authority to **make Land Use Decisions** and/or issue the permits or licenses provided for herein, shall conform to the Land Use Regulations and shall issue no permit or license for uses, Buildings or purposes where the same would be in conflict with any provision of this title. ~~Any permit or license issued that conflicts with any provision of this title is voidable.~~

C. *Conditions for Issuance:* In addition to all other conditions required by law, no Building, development, or subdivision permit for any development or subdivision shall be issued until the following conditions have been met:

1. The proposed development, structure or use is located on a lawfully created Lot or Parcel; or ~~The city has approved the preliminary plat, or the lot layout if the property is exempt from platting requirements, and all conditions have been met for the preliminary plat, and for recording of the final subdivision plat, as set forth in Utah Code and as determined by the community development department and the city attorney;~~
2. The final site plan, final subdivision plat, or Construction Drawings have been formally approved by the city; or
3. The applicant has provided to the city verification that all impact fees required by the District have been paid ~~(for a building permit) and/or has provided a Will Serve Letter issued by the District;~~ or
4. All required improvements under chapter 25 of this title are completed, and the city has conducted a final inspection and issued a final approval of the improvements; or

5. Where applicable, the final subdivision plat ~~is~~ **has been recorded or been approved for recording** ~~recorded~~ in the county recorder's office.

D. Notwithstanding the provisions of subsection C above, if the permitting is for the purpose of installing the Essential Infrastructure for the Project, grading permits may be issued upon approval of final Construction Drawings and prior to the approval or recording of a Final Plat.

E.D. *Occupancy Permit*: Unless otherwise agreed to in writing by the city and applicant, or unless conditioned as part of a development approval, certificates of occupancy shall be issued under the terms of the adopted State and Local Construction Code. ~~For all subdivisions, occupancy will not be granted, and structures shall not be occupied, until the final subdivision plat is recorded and all required improvements are completed and approved by the city. This includes all required addressing and signs.~~

...

**10-1-12:
COMPLETION OF LANDSCAPING AND PUBLIC INFRASTRUCTURE IMPROVEMENTS –
PRIVATE SITE DEVELOPMENT IMPROVEMENTS – IMPROVEMENT COMPLETION
ASSURANCE:**

A. The following Infrastructure Improvements are deemed essential for the public health and safety and are required for developments for human occupation: all Infrastructure Improvements required to meet the building code, fire code, Flood and storm water management provisions, street and access requirements, and other applicable public safety improvements adopted in city ordinances or St. George standard specifications for design and construction. Failure to complete all essential improvements may result in the suspension of the building permit. All essential improvements shall be completed prior to recording an approved subdivision plat, or prior to the issuance of a certificate of occupancy, unless the following requirements are met:

1. The applicant has provided a financial assurance for required and uncompleted Infrastructure Improvements; or
2. The applicant has agreed in a written document to terms acceptable to the city that vary the conditions and timing of issuance of a certificate of occupancy.

B. All required Landscaping improvements shall be completed prior to any Development Activity or the recording of a plat, or issuance of a business license, ~~or~~ **unless** the applicant ~~shall post~~ **has provided an one hundred percent (100%)** Improvement Completion Assurance acceptable to the city **in an amount representing 110% of the cost of the improvements. The city shall release all but 10% of the assurance once installation has been inspected by the city and shall retain the remaining assurance during the one-year warranty period.**

C. All required Private Site Development Improvements shall be completed prior to recording of a plat unless the applicant has entered into a development improvement agreement under terms acceptable to the city and is current in its obligations under that agreement.

Red indicates proposed amendments as of July 14, 2022

Blue indicates staff changes since July 14th meeting

D. An Improvement Completion Assurance is required. The ~~two (2)~~ **three (3)** acceptable forms of completion assurance are cash, **disbursement agreement**, or an irrevocable letter of credit. Partial release of an Improvement Completion Assurance is permitted only at the following intervals: upon proof by applicant of fifty percent (50%) of improvement completion, and seventy percent (70%) of improvement completion. Final release of the Improvement Completion Assurance shall occur only upon proof by applicant of one hundred percent (100%) of construction completion. The city shall consider applicant's proof of construction completion using objective inspection standards by qualified city employees or appointees knowledgeable in Landscaping, public Infrastructure Improvements, or Private Site Development Improvements, as applicable.

E. Upon the city's acceptance of public Infrastructure Improvements, the applicant shall execute an Improvement Warranty for the Improvement Warranty period.

...

10-1-15

VESTING AND EXPIRATION:

A. Vesting:

1. *Process:* A completed Land Use Application shall be entitled to substantive review and process under the Land Use Regulations in effect at the time the application is complete. A Completed Application requires that all information necessary for a final decision has been provided to the Land Use Authority and all fees have been paid.

2. *Uses and Density:* A Land Use Application shall not be considered formally approved or vested in that approval until the Land Use Authority has approved the final site plan, final Construction Drawings, or Final Plat.

B. Expiration: Recognizing that the length of the planning, building, and engineering review process will vary with the size and complexity of each proposal, applicants must move their applications either to approval or denial in a reasonably expeditious manner. The City may formally close applications which remain inactive for one (1) year or longer due to acts or omissions of the applicant.

1. An application shall be deemed inactive and subject to closure on the basis of inactivity if, through the act or omission of the applicant and not the city, one of the following occurs:

a. More than one (1) year has passed since the last substantive contact between staff and the applicant. Sporadic non-substantive contact shall not be sufficient to move an application forward or prevent closure.

- b. More than one (1) year has passed since a request for additional information was made by staff, which request has:
 - i. not been complied with; or
 - ii. was incomplete or insufficient.
 - c. The applicant is more than thirty (30) days in default of the payment of any fee assessed or required by ordinance.
 - d. The applicant has informed the City of its intent to abandon the Project.
2. When the designated planning, building, or engineering staff member determines an application is inactive, the application file may be closed.
 - a. No application may be closed on the basis of inaction without giving thirty (30) calendar days' written notice to the applicant. Written notice may be delivered in person, by mail or by email. Such notice must state the intent of the respective department to have the Project closed because of inaction and what the applicant must submit in a timely manner in order to maintain an active file status.
 - b. Applicants who fail to provide a full and complete response shall not prevent closure if the requested information or submissions are insufficient, untimely, or incomplete.
 3. Delays caused entirely by internal delays of the staff, planning commission, or city council shall not be a cause for file closure.
 4. An applicant may appeal the closure of an application for inaction in the same manner as any other land use appeal as found in City Code §10-3-1 *et. seq.*
 5. The expiration of an issued building permit shall be regulated and governed by the State and Local Construction Code adopted by the State of Utah.

CHAPTER 2 DEFINITIONS

10-2-1:

DEFINITIONS:

The following terms **as used in this title**, are defined as follows. Terms used in the present tense include the future tense. Terms defined in the singular number include the plural and the plural the singular. Terms that have not been defined herein but are separately defined in the building code shall be construed as defined therein:

ACTIVE RECREATION AREA: An area that is dedicated to active play where Lawn may be used as the playing surface. Examples of active recreation areas include sports fields, play areas and other similar uses designated for physical activity.

AMUSEMENT CENTER: a use in which two (2) or more entertainment stations, activities, or games, are located within a ~~single entrance~~ Building or complex; no one activity is primary over the other; and all activities are available to those who enter and pay the appropriate fee or pay per activity.

ARTIFICIAL TURF: A synthetic grass made to look like natural grass and used for sport fields, Landscaping, or In lieu of Lawns.

CALIPER: The diameter of a tree's trunk, taken about 12" above the ground.

COMPLETED APPLICATION: An application for Development Activity which includes all information necessary for a final decision by the Land Use Authority and for which all required fees have been paid.

CONTROLLER: A device used in irrigation systems to automatically control when and how long sprinklers or Drip Irrigation systems operate.

CONTROL VALVE: A device used in irrigation systems to turn on and off sprinklers or Drip Irrigation. Also called an irrigation Valve.

DECORATIVE WATER FEATURE: a body of water used for decorative purposes, such as a fountain, fishpond, or waterfall. Decorative Water Features must comply with the water use limitation of not more than 50 gallons as set forth in this Title.

DIRECTOR: The St. George City Community Development Director

DISTRICT: The Washington County Water Conservancy District.

Red indicates proposed amendments as of July 14, 2022

Blue indicates staff changes since July 14th meeting

DRIP IRRIGATION: An irrigation system that delivers water by adding water at the plant's base and root zone, usually measured in gallons per hour. Drip Irrigation exhibits a droplet, trickle, umbrella, or short stream pattern, to reduce evaporation, overspray, and water use, and improves water conservation.

DROUGHT TOLERANT PLANT: A plant that can survive without irrigation for an extended period once established, although supplemental water may be desirable during drought periods for improved appearance and disease resistance. *See "Water-Conserving Plants"*

EROSION CONTROL: The control and maintenance of land designed to prevent erosion or a degrading of the land from natural elements such as wind and water.

ESSENTIAL INFRASTRUCTURE: All infrastructure which is essential for the public health and safety of the community and infrastructure that is required under adopted State and Local Construction Code to support human occupation and habitation of any structure.

FILTER: A device used to screen impurities out of water prior to water being delivered to plants. In Drip Irrigation systems, a filter prevents debris from clogging emitters.

GRADING PLAN: A grading plan shows all finish grades, spot elevations, required drainage (as necessary), and new and existing contours.

GROUND COVER: **Live plant** material planted in such a way as to form a continuous cover over the ground that can be maintained at a height not more than twelve inches (12").

HYDROZONE: A portion of Landscape area where plants with similar water needs and rooting depth are grouped. A hydrozone may be irrigated or non-irrigated. If irrigated, each hydrozone is on a separate Valve. ~~The grouping of plants with similar water requirements so each zone can be irrigated with a separate irrigation valve.~~

IRRIGATION CONTRACTOR (IC): A person who has been certified ~~by a city-approved certification program~~ to install irrigation systems, meets state and local license, insurance, and bonding requirements, and is able to show proof of such upon demand. An irrigation contractor installs, repairs, designs, and maintains irrigation systems.

IRRIGATION DESIGNER: A Landscape Architect or a person who has been certified by the Irrigation Association (IA), ~~the city of St. George~~ or other city-approved certification programs to prepare irrigation system designs.

IRRIGATION MAINLINE: Pipe between the point of connection (water source) and irrigation zone Control Valves.

LAND USE APPLICATION:

- A. Means an application submitted by a Land Use Applicant **for Development Activity and/or** to obtain a Land Use Decision; and
- B. Does not mean an application to enact, amend, or repeal a Land Use Regulation.

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LANDSCAPE ARCHITECT: A person who is licensed **by the State of Utah** to practice Landscape architecture.~~by the state of Utah.~~

LANDSCAPE OR LANDSCAPING: Any combination of living plants, ~~berms~~, trees, shrubs, vines, Ground Covers, annuals, ~~perennials~~ ~~flowers~~, ~~ornamental~~ grass, ~~Lawn~~ and other plants that are generally not considered to be weeds or noxious plants; natural features such as rock, stone, or wood chips; nonvegetative permeable Ground Cover; and structural features, including, but not limited to, ~~fountains~~, ~~reflecting pools~~, ~~swimming pools~~, outdoor artwork, screen walls, ~~shade structures~~, ~~arbors~~, ~~trellises~~, ~~Retaining Walls~~, ~~berms~~, fences or benches that create an attractive and pleasing environment.

LANDSCAPE DOCUMENTATION PACKAGE: The documentation of graphic and written criteria, specifications, and detailed plans to arrange and modify the effects of natural features prepared by a Landscape Architect to comply with the provisions of this ordinance. The Landscape Documentation Package shall include a Project data sheet, a site plan, a Planting Plan, an Irrigation Plan, construction details, and a Grading Plan.

LANDSCAPE & IRRIGATION INSTALLER: An Irrigation Contractor or other licensed contractor responsible for installing all or portions of an approved Landscape Plan.

LANDSCAPED AREA: An entire Parcel of real property less the Building footprint, driveways, non-irrigated portions of Parking Lots, Hardscape (such as decks and patios), and other nonporous areas. ~~Small Decorative Water Features~~ are included in the calculation of the Landscaped Area and must comply with the water use limitation of not more than 50 gallons as set forth in this Title.

MATCH PRECIPITATION RATE (MPR): A term used where the amount of water applied in a given area is uniform. This term is most commonly used in sprinkler applications where all sprinkler heads within an irrigation zone apply water at the same rate.

NOZZLE: A device that applies water in a specific pattern and distance at specified water pressures.

PARK STRIP: A narrow Landscaped Area located between the back-of-curb of a roadway and sidewalk.

PLANTING PLAN: A plan that clearly and accurately identifies the type, size, and locations for new and existing trees, shrubs, planting beds, Ground Covers, grass areas, driveways, sidewalks, Hardscape features, Landscape structures, and fences.

PLAT, FINAL: A plat prepared in accordance with the provisions of this title, which plat is designed to be ~~placed on record~~ recorded in the office of the Washington County Recorder.

PRECIPITATION RATE: The depth of water applied to a given area, usually measured in inches per hour.

Red indicates proposed amendments as of July 14, 2022

Blue indicates staff changes since July 14th meeting

PRESSURE COMPENSATING: In a Drip Irrigation system, a term used to describe an emitter that maintains the same output of water at varying water inlet pressures.

PRESSURE REGULATING VALVE: A Valve installed in an Irrigation Mainline that reduces a higher supply pressure at the inlet down to a regulated lower pressure at the outlet.

PROJECT: The proposed Development Activity contained in any given application.

REHABILITATED LANDSCAPING: Landscape Area in which over 50% percent of existing Landscaping is removed and replaced to reduce water usage. Includes all Landscaping funded in part, or completely, by the District's Landscape conversion program.

ROTOR: A sprinkler that applies water above ground with a rotating stream of water typically used for large Lawn areas.

SECONDARY IRRIGATION WATER: Non-potable water that is either untreated or minimally treated and typically used for irrigation of outdoor Landscaping.

SEXUALLY ORIENTED BUSINESS: See section 3-8-2 which is incorporated by reference herein.

SMALL ANIMAL: An animal that, on average, will reach a mature weight of no more than fifteen (15) pounds and does not include ~~rabbits or~~ Urban Hens and Rabbits.

SPRAY HEAD: A sprinkler that applies water above ground with a constant spray typically used for small lawn areas.

SPRINKLER: A device that applies water above ground.

~~SPRINKLER, SPRAY: An irrigation head that sprays water through a nozzle.~~

~~SPRINKLER, STREAM: An irrigation head that projects water through a gear rotor in single or multiple streams.~~

SWING JOINT: An irrigation component that provides a flexible, leak free connection between the emission device (sprinkler) and lateral pipe.

~~TURFLAWN: A surface layer of mowed grass.~~ Non-agricultural land planted in closely mowed, managed grasses.

WATER ACTIVITY: an amusement activity involving the use of water such as swimming pools, slides, rides, wave pools, wave riding, tubing, boating, etc.

WATER-CONSERVING PLANT: A plant that can generally survive with available rainfall once established, with possible minimal supplemental irrigation needed or desirable during spring and summer months or during drought periods.

Red indicates proposed amendments as of July 14, 2022

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WATER-CONSERVING TREES: Planted trees which are Drip Irrigated, and which meet the standards set forth in section 10-23-1(E) of this Code as well as any standards set forth by the District. Trees which are on an approved list provided by the District, or which comply with the water wise landscaping provisions of Utah Code §10-9a-536 shall be considered water-conserving trees.

WATER METER: A device that measures the amount of water being used at a specific location.

WILL SERVE LETTER: A letter or other written documentation issued by the District that assures culinary water will be provided through a culinary water system.

CHAPTER 4 ZONES

10-4-2:

ZONE CHANGES – WATER AND UTILITY SOURCES, ACCESS REQUIRED:

Zone changes shall not be approved unless the applicant can show that the property is or will be served by approved sources and facilities for culinary and Secondary Irrigation Water, power, sewer, and access to a dedicated Public Street. Alternatively, It is the property owner's responsibility to construct and connect to such approved sources and facilities and to provide proof of adequate culinary and Secondary Irrigation Water service as required by this title.

CHAPTER 5**AGRICULTURAL ZONES (A-0.5, A-1, A-5, A-10, A-20)**

- 10-5-1: Allowed Uses**
- 10-5-2: Height Regulations**
- 10-5-3: Area, Width and Yard Requirements**
- 10-5-4: Design Criteria**
- 10-5-5: Landscape Standards**
- 10-5-5: Yards Unobstructed – Exceptions**
- 10-5-6: Curb, Gutter, Sidewalk and Driveway**
- 10-5-7: Utility Requirements**
- 10-5-8: Temporary Buildings**
- 10-5-9: Setbacks along Streets**
- 10-5-10: Related Provision**

10-5-4:**DESIGN CRITERIA:**

A complete application for single-family occupancy must include a site plan, architectural plans and Construction Drawings of one-quarter (¼) scale, that show Building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

- A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design dead loads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.
- B. Perimeter footings at least twelve inches (12") below grade.
- C. For all Dwellings:
 1. Space beneath the structure must be enclosed at the perimeter of the Dwelling in accordance with ICC guidelines and constructed of weather resistant materials aesthetically consistent with concrete or masonry type foundation materials.
 2. A minimum landing of thirty-six inches by thirty-six inches (36" x 36") at each exit.
 3. All manufactured home running gear, tongues, axles, and wheels must be removed and stored off site or in a separately enclosed structure.
- D. *Exterior Materials:* Each Dwelling shall have exterior materials of wood, hardwood, brick, concrete, stucco, glass, metal lap, vinyl lap, tile, or stone.

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E. *Width of Dwelling*: The width of each Dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

F. *Minimum Floor Area*: Each Dwelling shall have a minimum Floor Area, exclusive of garage and Basement, of one thousand (1,000) square feet.

G. *Special Water Standards*: The following standards shall apply to all new or remodeled single-family units:

1. Residential Dwelling units shall install hot water recirculation systems unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water.
2. Residential Dwelling units shall install WaterSense labeled fixtures, including, but not limited to faucets, showerheads, toilets, and urinals.
3. Residential Dwelling units shall install Energy Star qualified appliances.

10-5-5:

LANDSCAPE STANDARDS:

All new or remodeled construction or development shall meet the following standards:

A. The total Lawn area for any residential lot shall not exceed 8% of the total Lot size, regardless of zoning up to a maximum of 1,500 square feet for Lots up to 20,000 square feet. Lots which are greater than 20,000 square feet may have a Lawn area of up to 2000 square feet. Lots which are less than 7500 square feet may have a Lawn area of up to 600 square feet even if that amount exceeds 8% of the Lot size. All Lots must comply with subsection B below. This does not include any pasture or other types of grasses that are not part of Landscaping.

B. Lawn shall be prohibited in Park Strips, all Landscape areas less than eight (8) feet wide, and on any Slope that exceeds 15%. Areas with soil Slopes greater than 15% shall have Erosion Control measures and may be Landscaped with deep-rooting, Water-Conserving Plants that do not include Lawn.

C. Each single-family Dwelling shall have a minimum of two (2) Water-Conserving Trees with a minimum of one-and-one-half inch (1½") Caliper trunk.

D. Exterior, Decorative Water Features are limited to one Decorative Water Feature with a 50 gallon or less capacity and maintained recirculating pumps.

E. Exceptions: The irrigation of crops and watering of Livestock are not included in the Landscape regulations.

10-5-6:

Yards Unobstructed – Exceptions

10-5-7:

Curb, Gutter, Sidewalk and Driveway

10-5-8:

Utility Requirements

10-5-8:

Temporary Buildings

10-5-10:

Setbacks along Streets

10-5-11:

Related Provision

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CHAPTER 7 RESIDENTIAL ZONES

Residential Estate (RE), Single-Family, Multiple-Family, Mobile Home (MH), Residential Central City (RCC), and Planned Development Zones (PD-R, PD-SH and PD-TNZ)

- 10-7-1: Yards Unobstructed – Exceptions
- 10-7-2: Curb, Gutter and Sidewalk – When Required
- 10-7-3: Utility Requirements
- 10-7-4: Temporary Buildings
- 10-7-5: Setbacks along Streets
- 10-7-6: Design Criteria
- 10-7-7: Landscape Standards**
- 10-7-8: Related Provisions
- 7A Residential Estate Zones**
 - 10-7A-1: Allowed Uses
 - 10-7A-2: Height Regulations
 - 10-7A-3: Lot Area, Width and Yard Requirements
- 7B Single-Family Residential Zones**
 - 10-7B-1: Allowed Uses
 - 10-7B-2: Height Regulations
 - 10-7B-3: Lot Area, Width, Yard Requirements
- 7C Multiple-Family Residential Zones**
 - 10-7C-1: Allowed Uses
 - 10-7C-2: Height Regulations
 - 10-7C-3: Density Regulations
 - 10-7C-4: Area, Width and Yard Requirements
 - 10-7C-5: Minimum Required Building Separation
 - 10-7C-6: Landscaped Area and Amenity Requirements
 - ~~10-7C-7: Access to Multiple-Family~~
 - 10-7C-7: Miscellaneous
- 7D Mobile Home Zones**
 - 10-7D-1: Allowed Uses
 - 10-7D-2: Height Regulations
 - 10-7D-3: Area, Width and Yard Requirements
 - 10-7D-4: Design Criteria
 - 10-7D-5: Landscaped Area and Amenity Requirements
- 7E Residential Central City Zone**
 - 10-7E-1: Allowed Uses
 - 10-7E-2: Development Standards
 - 10-7E-3: Architectural Design Standards
- 7F Planned Development Residential Zone**
 - 10-7F-1: Allowed Uses

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- 10-7F-2: General Requirements**
- 10-7F-3: Landscape Standards**
- 10-7F-4: Preliminary Plat**
- 10-7F-5: PD-R Planned Residential Development Standards**
- 10-7F-6: Landscaped Area and Amenity Requirements**
- 7G Planned Development – Student Housing Zone**
- 10-7G-1: Allowed Uses**
- 10-7G-2: General Requirements**
- 10-7G-3: Preliminary Plat**
- 10-7G-4: PD-SH Student Housing Development Standards**
- 7H Planned Development – Traditional Neighborhood Zone**
- 10-7H-1: Zone Standards**
- 10-7H-2: Administration**
- 10-7H-3: Regulating Text**
- 10-7H-4: Application Review Process**
- 10-7H-6: Use Regulations – Land Uses**

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10-7-3:

UTILITY REQUIREMENTS:

In all areas of the city, connection shall be made to public **culinary and Secondary Irrigation Water**, electrical and sewer facilities., ~~unless waived by the city engineer or designee upon a demonstration of an equivalent alternative acceptable to the city.~~ All utilities shall be located underground, unless specifically approved by the city engineer or designee. All construction shall comply with the ~~state building codes~~ **state and local Construction Code** and all city standards.

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10-7-6:

DESIGN CRITERIA:

A complete application for single-family occupancy must include a site plan, architectural plans, and Construction Drawings of one-quarter (¼) scale, that show Building materials, exterior elevations and floor plans of all proposed structures that meet the following criteria:

A. *HUD Standards, Construction Codes:* All development must comply with the construction codes and, as applicable, the national manufactured housing construction and safety standards and ICC guidelines for manufactured housing installations, that are capable of transferring design dead loads and live loads, and other design loads unique to local home sites, due to wind, seismic, soil and water conditions, that are imposed by or upon the structure into the underlying soil or bedrock without failure.

B. Perimeter footings at least twelve inches (12") below grade.

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C. For all Dwellings:

1. Space beneath the structure must be enclosed at the perimeter of the Dwelling in accordance with ICC guidelines and constructed of weather-resistant materials aesthetically consistent with concrete or masonry type foundation materials.
2. A minimum landing of thirty-six inches by thirty-six inches (36" x 36") at each exit.
3. All manufactured home running gear, tongues, axles, and wheels must be removed and stored off site or in a separately enclosed structure.

D. *Prohibited Exterior Materials:*

1. Plain concrete block, slump block, weeping mortar.
2. Colored or architectural concrete block.
3. Plywood siding.
4. Metal siding, sheet metal.
5. Untreated metal, or reflective roofing.

E. *Width of Dwelling:* The width of each Dwelling shall not be less than twenty feet (20') at the narrowest point of its first floor, exclusive of any garage, bay window, or appendages.

F. *Minimum Floor Area:*

1. Each Dwelling located on a Lot of seven thousand (7,000) square feet or less in size shall have a minimum Floor Area, exclusive of garages and Basement, of nine hundred (900) square feet.
2. Each Dwelling located on a Lot greater than seven thousand (7,000) square feet in size shall have a minimum Floor Area, exclusive of garage and Basement, of one thousand (1,000) square feet.

G. Any addition to the main structure shall be constructed using the same design, finishes, materials, and colors.

H. *Access:* There shall be a minimum of one point of access to a dedicated public road that meets the adopted road standards. All other access requirements shall comply with the current Fire Code as approved by the Fire Marshal. ~~Access: A dead-end street system may not serve more than thirty (30) single-family lots or dwellings, or more than one hundred (100) multifamily dwellings. A second access, compliant with all fire and building codes and all engineering standards as currently adopted by the city, shall be provided for additional lots or dwelling units.~~

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I. *Special Water Standards*: The following construction standards shall apply to all new or remodeled single or multiple-family units:

1. Single-family or multi-family residential Dwelling units shall install hot water recirculation systems unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water.
2. Single-family or multi-family residential Dwelling units shall install WaterSense labeled fixtures, including, but not limited to faucets, showerheads, toilets, and urinals.
3. Single-family or multi-family residential Dwelling units shall install Energy Star qualified appliances.
4. All individually platted multi-family units which are accessed from the ground floor shall be separately metered, sub-metered, or equipped with alternative technology capable of tracking the water use of the individual unit. The separate metering of all multi-family units is encouraged where possible. If not otherwise billed directly to the resident of each unit, if possible, the monthly usage information shall be made available to the resident of each unit to monitor water usage. All multi-family Projects shall require separate Water Meters for all outdoor (irrigation) water usage, including Landscaping.

10-7-7:

LANDSCAPE STANDARDS:

All new or remodeled construction or development shall meet the following standards:

A. The total Lawn area for any residential Lot or Common/Limited Common Areas associated with a private pad, regardless of zoning shall not exceed 8% of the total Lot size up to a maximum of 1500 square feet for Lots up to 20,000 square feet Lots which are greater than 20,000 square feet may have a Lawn area of up to 2,000 square feet. Lots which are less than 7,500 square feet may have a Lawn area of up to 600 square feet even if that amount exceeds 8% of the Lot size. All Lots must comply with subsection B below. This does not include any pasture or other types of grasses that are not part of Landscaping.

B. Lawn shall be prohibited in Park Strips, all Landscape areas less than eight feet wide and on any Slope that exceeds 15%. Areas with soil Slopes greater than 15% shall have Erosion Control measures and may be Landscape d with deep-rooting, Water-Conserving Plants that do not include grass.

C. Each single-family Dwelling shall have a minimum of two water-Conserving Trees with a minimum of one-and-one-half inch (1½") Caliper trunk. Each multiple-family or mixed-use development shall comply with Chapter 23 of this title as it relates to number of trees and shrubs required on site.

D. Exterior Decorative Water Features are limited to one with a 50 gallon or less capacity and maintained recirculating pump.

10-7-8:

RELATED PROVISIONS:

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**ARTICLE C. MULTIPLE-FAMILY RESIDENTIAL ZONES
(R-2, R-3, R-4)**

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10-7C-6:

LANDSCAPED AREA AND AMENITY REQUIREMENTS:

A. At a minimum, all developments with five (5) or more units shall provide usable recreation or playground areas in a central location as follows:

1. One thousand (1,000) square feet for the first five (5) units;
2. An additional two hundred (200) square feet for each unit over five (5) units;
3. The average width and length of each usable recreation or playground area shall not be less than twenty feet (20'); and
4. All of the required area shall be usable common space accessible to the entire community.

5. *Of the required amenity area, up to 8% of the amenity requirement may be used as an Active Recreation Area.*

B. The number of amenities required depends on the size of the development. All amenities shall be approved by the Land Use Authority in accordance with the following:

Units	Amenities
0 - 4	0
5 - 50	1
51 - 100	2
101 - 200	3
201 - 300	4
Add 1 amenity for each 50 additional units or fraction thereof.	

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C. The type of amenities required depends on the nature, size, and density of the development. If multiple amenities are required, the type shall vary. All amenities shall be approved by the Land Use Authority in accordance with the following:

1. All required amenities shall be fully constructed, prior to construction of fifty percent (50%) of the total Project units, or in accordance with an executed development agreement with terms acceptable to the city;
2. In addition to amenities, a minimum of thirty percent (30%) of the Lot area shall be maintained in Landscaped Area, and at least fifty percent (50%) of the front Setback area shall be maintained as Landscaped Area.

D. *Table of Amenities:*

Recreation and Enrichment Amenities

Pool – At least 400 square feet
Internal health or fitness facilities
Secured, programmed, children’s play areas
In-ground hot tub
Community garden
Perimeter trail
Sport court
Indoor, keyed, bicycle storage for units
Community library, office, or meeting facilities
Exterior social area – At least 400 square feet
Active Recreation Area

E. *Detached or Pad Units:* Multi-family Projects which involve detached housing or pad development shall comply with the Landscape standards in Chapter 23.

10-7C-7:

ACCESS TO MULTIPLE-FAMILY:

~~A multiple-family development with a density of twelve (12) dwelling units per acre or more shall have two (2) separate accesses for ingress and egress via collector or arterial roads, or via a local access road (fifty-foot (50') minimum right-of-way).~~

10-7C-7:
MISCELLANEOUS:

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**ARTICLE F. PLANNED DEVELOPMENT RESIDENTIAL ZONE
(PD-R)**

- 10-7F-1: Allowed Uses**
- 10-7F-2: General Requirements**
- 10-7F-3: Landscape Standards**
- 10-7F-3: Preliminary Plat**
- 10-7F-4: PD-R Planned Residential Development Standards**
- 10-7F-5: Landscaped Area and Amenity Requirements**

10-7F-2:
GENERAL REQUIREMENTS:

A. *Application Requirements:* Each application submitted pursuant to this chapter shall include the following:

1. *Documents Required:* All requests shall be accompanied by a colored site development plan, materials, and a written text for the entire property proposed to be developed.
2. *Description of the Proposed Use of Land:* The projected use of land, including percentages of land devoted to various types of land use, such as Building coverage, parking area, Landscaped Area, etc.
3. *Height and Elevations:* The type, character, and proposed height of all Buildings.
4. *Density:* The proposed density in terms of Dwelling units per gross acre of land and proposed Floor Area of nonresidential uses per acre.
5. *Schools, Churches, and Open Spaces:* The location and boundaries of any proposed school site, Church, park or other common or open spaces.
6. *Phasing Plan:* A phasing plan if the development is proposed to be developed in phases.
7. *Topography:* Topography at contour intervals of two feet (2').
8. *Landscape Plan:* A Landscape Plan showing the general location of lawn area and trees (this may be a part of the site or plot plan).

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9. *Area Reserved for Landscaping:* The location and amount of land area reserved for Landscaping.

10. *Utilities:* Demonstration that all utilities are underground and transformer equipment is screened from streets and from Adjacent properties.

11. *Refuse Storage Areas:* Refuse storage areas screened so that materials stored within these areas are not visible from access streets, freeways, and Adjacent properties.

12. *Lighting Plan:* A general lighting plan indicating location and luminosity of lights to be installed on the site.

13. *Turning Space:* Safe and convenient turning space for cars, sewer Vehicles, refuse collection Vehicles, firefighting equipment, etc., at the end of private drives and dead-end streets.

14. *Signs:* All signs shall be submitted and approved as part of the PD approval.

B. *Signs and Advertising:* The requirements of the sign ordinance set forth in title 9, chapter 13 of this code apply, unless a variation is specifically approved, and shall not exceed the following:

1. *Freestanding Signs:* Freestanding signs shall be monuments and limited to seventy-five (75) square feet. Monument signs shall be limited to ten feet (10') in height. Only one (1) sign per street frontage is permitted.

2. *Wall Signs:* One (1) wall sign on a multiple-family Project limited to one hundred twenty (120) square feet.

C. *Time Limitation:* For single Lot multi-family Projects, approval of a final site plan, Construction Drawings, and/or building permits for construction within Planned Development zones must be approved and obtained within ~~thirty-six (36)~~ one (1) year of the approval of a zone change to Planned Development. For all other multi-family Projects on more than one Lot or Parcel requiring a subdivision of land, the Final Plat must be recorded within one (1) year of the effective date of any zone change. The effective date of any zone change under this title shall be the date of Final Plat approval, recordation and/or final Construction Drawing approval. ~~If thirty-six (36) months elapse without the issuance of building permits for the construction of the approved plans within the planned development zone, the zone shall automatically revert back to the previous zone before the zone change to planned development was approved.~~

D. *Special Water Standards:* The following standards shall apply to all new or remodeled single-family units:

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1. Single-family residential Dwelling units shall install hot water recirculation systems unless hot water delivery can be demonstrated to occur without first displacing more than 0.6 gallons of system water.
2. Single-family residential Dwelling units shall install WaterSense labeled fixtures, including, but not limited to faucets, showerheads, toilets, and urinals.
3. Single-family residential Dwelling units shall install Energy Star qualified appliances.
4. All individually platted multi-family units which are accessed from the ground floor shall be separately metered, sub-metered, or equipped with alternative technology capable of tracking the water use of the individual unit. The separate metering of all multi-family units is encouraged where possible. If not otherwise billed directly to the resident of each unit, if possible, the monthly usage information shall be made available to the resident of each unit to monitor water usage. All multi-family Projects shall require separate Water Meters for all outdoor (irrigation) water usage, including Landscaping.

10-7F-3:

LANDSCAPE STANDARDS:

All new or remodeled construction or Development Activity shall meet the following standards:

- A. The total Lawn area for any residential lot shall not exceed 8% of the total Lot size, regardless of zoning up to a maximum of 1500 square feet for Lots up to 20,000 square feet. Lots which are greater than 20,000 square feet may have a Lawn area of up to 2,000 square feet. Lots which are less than 7,500 square feet may have a Lawn area of up to 600 square feet even if that amount exceeds 8% of the Lot size. All Lots must comply with subsection B below. This does not include any pasture or other types of grasses that are not part of Landscaping.
- B. Lawn shall be prohibited in Park Strips, all Landscape areas less than eight (8) feet wide and on any Slope that exceeds 15%. Areas with Slopes greater than 15% shall be Landscape d with deep-rooting, Water-Conserving Plants that do not include grass.
- C. Each single-family Dwelling shall have a minimum of two (2) Water-Conserving Trees with a minimum of one-and-one-half inch (1½") Caliper trunk. Each multi-family development shall comply with Chapter 23 of this title as it relates to number of trees and shrubs required on site.
- D. Exterior Decorative Water Features are limited to one with a 50 gallon or less capacity and maintained recirculating pump.

10-7F-4:

PRELIMINARY PLAT:

10-7F-5:

PD-R PLANNED RESIDENTIAL DEVELOPMENT STANDARDS:

10-7F-6:

LANDSCAPED AREA AND AMENITY REQUIREMENTS:

**ARTICLE G. PLANNED DEVELOPMENT – STUDENT HOUSING ZONE
(PD-SH)**

10-7G-2:

GENERAL REQUIREMENTS:

A. *Application Requirements:* Each application submitted pursuant to this chapter shall include the following:

1. *Documents Required:* All requests shall be accompanied by a colored site development plan, materials, and a written text for the entire property proposed to be developed.
2. *Description of the Proposed Use of Land:* The projected use of land, including percentages of land devoted to various types of land use, such as Building coverage, parking area, Landscaped Area, etc.
3. *Height and Elevations:* The type, character, and proposed height of all Buildings.
4. *Density:* The proposed density in terms of Dwelling units per gross acre of land and proposed Floor Area of residential and nonresidential uses per acre.
5. *Common Spaces:* The location and boundaries of any proposed common, open, recreation, or amenity areas.
6. *Phasing Plan:* A phasing plan if the development is proposed to be developed in phases.
7. *Topography:* Topography at contour intervals of two feet (2').
8. *Landscape Plan:* A Landscape plan showing the general location of lawn area and trees (this may be a part of the site or plot plan).
9. *Area Reserved for Landscaping:* The location and amount of land area reserved for Landscaping.
10. *Utilities:* Demonstration that all utilities are underground and transformer equipment is screened from streets and from Adjacent properties.

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11. *Refuse Storage Areas*: Refuse storage areas screened so that materials stored within these areas are not visible from access streets, freeways, and Adjacent properties.

12. *Lighting Plan*: A general lighting plan indicating location and luminosity of lights to be installed on the site.

13. *Turning Space*: Safe and convenient turning space for cars, sewer Vehicles, refuse collection Vehicles, firefighting equipment, etc.

14. *Signs*: All signs shall be submitted and approved as part of the PD approval.

B. *Signs and Advertising*: The requirements of the sign ordinance set forth in title 9, chapter 13 of this code apply, unless a variation is specifically approved, and shall not exceed the following:

1. *Freestanding Signs*: Freestanding signs shall be monuments and limited to seventy-two (72) square feet. Monument signs shall be limited to ten feet (10') in height. One (1) sign per street frontage.

2. *Wall Signs*: One (1) wall sign on a multiple-family Project limited to one hundred and twenty (120) square feet.

C. *Time Limitation*: ~~Building permits for construction within planned development student housing zones must be obtained within thirty-six (36) months of the approval of a zone change to planned development. If thirty-six (36) months elapse without the issuance of building permits for the construction of the approved plans within the planned development zone, the zone shall automatically revert back to the previous zone before the zone change to planned development was approved. For single Lot Projects, a final site plan, Construction Drawings, and building permits for construction within any Planned Development zones must be approved and obtained within thirty-six (36) months one (1) year of the effective date approval of a zone change to Planned Development. For all other student housing Projects the Final Plat must be recorded within one (1) year of approval. The effective date of any zone change under this title shall be the date of Final Plat recordation, building permit issuance, and/or final Construction Drawing approval. In no event shall the effective date of a zone change ordinance extend beyond one (1) year from the date of adoption. If thirty-six (36) months elapse without the issuance of building permits for the construction of the approved plans within the planned development zone, the zone shall automatically revert back to the previous zone before the zone change to planned development was approved.~~

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10-7G-4:

PD-SH STUDENT HOUSING DEVELOPMENT STANDARDS:

A. *Minimum Zone Requirements*: Each planned student housing development zone application

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shall contain a minimum of one (1) acre within the student pedestrian emphasis area.

B. *Height Regulations:* No residential Dwelling shall be erected to a height less than ten feet (10') and no structure shall be greater than fifty-five feet (55'). The city council, after recommendation from the planning commission, may approve increased Building height up to seventy feet (70') upon making a finding, as part of a zone change approval, that the increase in height will fit harmoniously into the neighborhood, minimizing any negative impacts, after considering the following:

1. Proposed Setbacks provide an appropriate buffer to neighboring properties;
2. Increased Landscaping enhances the Project and reduces any negative impacts;
3. Site layout and design enhance the Project and reduce any negative impacts;
4. The massing and Building scale is appropriate for the location;
5. The proposed height increase is appropriate for the area; and
6. The increase in height is consistent with any applicable master plan.

C. *Area – Coverage – Density – Yard – Common Area and Landscaping Requirements:* The minimum Lot area, maximum density, maximum Lot coverage, yard and common open space/Landscaping requirements are as follows:

[table not included]

D. *Landscape Area and Amenity Requirements:* At a minimum, all developments shall provide usable amenity areas in a central location:

1. Student housing Projects shall provide usable amenity and recreation areas outside the front Setback, with a total minimum area of one hundred (100) square feet for each unit. Fifty percent (50%) of the required area may be in the form of interior recreation facilities;
2. The average width and length of each usable recreation area shall not be less than twenty feet (20');
3. All of the required area shall be usable common space accessible to the entire community; and
4. The number of amenities required depends on the size of the development, and shall be approved by the Land Use Authority in accordance with the following:

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[table not included]

5. The type of amenities required depends on the nature, size, and density of the development. If multiple amenities are required, the type shall vary. All amenities shall be approved by the Land Use Authority in accordance with the following:

a. All required amenities shall be fully constructed in the first phase of the Project, in accordance with an approved PD phasing plan, or in accordance with an executed development agreement with terms acceptable to the city. In every case, all required amenities shall be fully constructed before fifty percent (50%) of the total Project units are constructed;

b. In addition to the amenity and recreation requirement, a minimum of thirty percent (30%) of the Lot area shall be maintained in open green space or Landscaped Area, and at least fifty percent (50%) of the front Setback area shall be maintained as Landscaped Area;

c. *Table of Amenities:*

Recreation and Enrichment Amenities

Pool – At least 400 square feet
Internal health or fitness facilities
Secured, programmed, children’s play areas
In-ground hot tub
Community garden
Perimeter trail
Sport court
Indoor, keyed, bicycle storage for units
Community library, office, or meeting facilities
Exterior social area – At least 400 square feet
Active Recreation Area

E. *Standards:* The standards set forth in chapter 7 of this title shall also apply unless otherwise

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provided in this section.

F. *Design Standards:* Building façades shall have architectural variations such as:

1. Contrasting Building materials and textures;
2. Variations in rooflines, colors, reveals and belt courses;
3. Recessed windows and doors, strongly expressed window mullions, and awnings;
4. Varying Building Setbacks from property lines and alcoves, outdoor sitting areas, and small public plazas;
5. Corner towers, cupolas, corner clock towers, corner spires, balconies, and colonnades;
6. Buildings located on street corners shall have the front façade wrap around the corner to the full depth of the Building.

G. *Number of Students – Enforcement:* A minimum of seventy-five percent (75%) of the occupants must be enrolled in Dixie State University as Qualifying Students. The property owner shall enter into an agreement with the city in which the property owner acknowledges its responsibility to ensure and monitor compliance for qualified student occupancy. The property owner is responsible for entering into an agreement with the tenant that allows verification and compliance with this section, including waiving any FERPA restrictions for verification purposes. Monitoring requires the property owner to obtain verifiable information from Dixie State University, with evidence that seventy-five percent (75%) of the property occupants are Qualifying Students. The property owner must provide a semiannual (spring and fall) report to the city indicating the number and percentage of tenants who are Qualifying Students at the university. Reporting must be submitted to the city no later than thirty (30) days after the commencement of the associated reporting semester. In addition to those penalties provided in section [10-1-14](#), if the property owner fails to meet the minimum student occupant requirement for one (1) semiannual report, quarterly reports will be required. If the property owner fails to meet the minimum student occupant requirement at the next quarterly report, such failure will result in a fifty percent (50%) reduction in unit occupancy effective at the following quarterly report. Thereafter, if the property owner can show four (4) consecutive quarterly reports with evidence that seventy-five percent (75%) of property occupants are Qualifying Students, the fifty percent (50%) reduction in unit occupancy will be lifted, and semiannual reporting will be reinstated. It is the duty of the property owner to market and lease to, and maintain the required percentage of, qualified student occupants.

H. *Commercial:* Commercial uses may be considered during the PD-SH approval on the ground floor, and no minimum or maximum commercial use is required in accordance with section [10-8D-8](#); it must comply with all other mixed-use standards therein.

CHAPTER 8

ADMINISTRATIVE PROFESSIONAL (AP), COMMERCIAL (C), AND MANUFACTURING ZONES (M), AND PLANNED DEVELOPMENT ZONES (PD-AP, PD-C, PD-M AND PD-MU)

10-8-3:

UTILITY REQUIREMENTS:

In all areas of the city, connection shall be made to public ~~culinary and Secondary Irrigation Water~~, electrical and sewer facilities, ~~unless waived by the city engineer or designee upon a demonstration of an equivalent alternative acceptable to the city.~~ All utilities shall be located underground, unless specifically approved by the city engineer or designee. All construction shall comply with ~~state building codes~~ state and local Construction Code and all city standards.

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ARTICLE (8)B.COMMERCIAL ZONES

C-1 (Neighborhood Commercial),C-2 (Highway Commercial),C-3 (General Commercial),C-4 (Central Business District Commercial)

- 10-8B-1: Allowed Uses
- 10-8B-2: Area, Setback and Height Requirements
- 10-8B-3: Special Provisions

10-8B-1:

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter "P" below are permitted in the designated zone.
- B. Uses indicated by the letters "PS" are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter "C" are conditional uses in the designated zone.

Allowed Uses

[showing only amended provisions]

	C-1	C-2	C-3	C-4
Amusement Centers (with no Water Activity)				
Indoor		P	P	
Outdoor		C	C	
Amusement Centers (with Water Activity)		PS	PS	

**ARTICLE (8)D.PLANNED DEVELOPMENT ZONES
(PD-AP, PD-C, PD-M AND PD-MU)**

10-8D-2:

GENERAL REQUIREMENTS:

Planned Development AP, C and M shall comply with subsection [A](#) of this section, at the time of the initial zone-change application. Planned Development MU shall comply with subsections [A](#) and [B](#) of this section concurrently at the time of its first submittal of an application.

A. *Planned Development Initial Zone-Change Application Requirements:* ~~Each zone-change application submitted pursuant to this subsection shall include the following: An applicant may request the planning commission and city council to consider an initial planned development zone-change application under this subsection which is not accompanied by the secondary application requirements in subsection [B](#) of this section, with a development agreement under terms acceptable to the city. Each zone-change application submitted pursuant to subsection [A](#) of this section shall~~ include the following:

1. A detailed narrative of the proposed development of the entire property.
2. A detailed list of proposed land uses and proposed densities.
3. A preliminary site plan showing the location of the roads, development areas, open spaces, and phasing plan (if any).

B. *Planned Development Secondary Zone-Change Application Requirements:* Each zone-change application submitted pursuant to this subsection shall include the following:

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1. *Initial Documents Required:* All requests shall be accompanied by a colored site development plan, materials, and a written text for the entire property proposed to be developed.
 2. *Description of the Proposed Use of Land:* The projected use of land, including percentages of land devoted to various types of land use, such as Building coverage, parking area, Landscaped Area, etc.
 3. *Height and Elevations:* The type, character, and proposed height of all Buildings.
 4. *Density:* The proposed density in terms of Dwelling units per gross acre of land and proposed Floor Area of nonresidential uses per acre.
 5. *Schools, Churches, and Open Spaces:* The location and boundaries of any proposed school site, Church, park or other common or open spaces.
 6. *Phasing Plan:* A phasing plan if the development is proposed to be developed in phases.
 7. *Topography:* Topography at contour intervals of two feet (2').
 8. *Landscape Plan:* A Landscape plan showing the general location of lawn area and trees (this may be a part of the site or plot plan).
 9. *Area Reserved for Landscaping:* The location and amount of land area reserved for Landscaping.
 10. *Utilities:* Demonstration that all utilities are underground and transformer equipment is screened from streets and from Adjacent properties.
 11. *Refuse Storage Areas:* Refuse storage areas screened so that materials stored within these areas are not visible from access streets, freeways and Adjacent properties.
 12. *Lighting Plan:* A general lighting plan indicating location and luminosity of lights to be installed on the site, to be more than the lighting ordinance set forth in this title allows.
 13. *Turning Space:* Safe and convenient turning space for cars, sewer Vehicles, refuse collection Vehicles, firefighting equipment, etc., at the end of private drives and dead-end streets.
 14. *Signs:* All signs shall be submitted and approved as part of the PD approval.
- C. *Signs and Advertising:* The requirements of the sign ordinance set forth in title [9](#), chapter [13](#) of this code apply, unless a variation is specifically approved, and shall not exceed the following:

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1. *Freestanding Signs*: Freestanding signs shall be limited to the standards set forth in section [9-13-4B](#) for major commercial Projects within one thousand five hundred feet (1,500') of a freeway exit.

2. *Monument Signs*: Limited to one (1) monument per Building.

D. Lighting shall comply with the lighting ordinance set forth in this title. Variations may be approved if located along the I-15 freeway and not Adjacent to a residential zone. A variation may be considered for properties Adjacent to a residential zone if, in the opinion of the city council, additional lighting is needed for security, and any impacts to residential are mitigated.

E. Any zone change shall be approved by the adoption of an ordinance by the city council, which ordinance shall not be effective until the recording of a Final Plat, approval of a final site plan or Construction Drawings, or issuance of a building permit. In no event shall the effective date of any zone change ordinance extend beyond one (1) year of the date of adoption.

10-8D-3:

PRELIMINARY PLAT:

For all Planned Development Projects that are proposed to be subdivided, applicant ~~may~~ shall prepare and submit a Preliminary Plat at the same time as the zone-change application for the Planned Development. In order to be considered for concurrent review, the application must contain all Preliminary Plat requirements set forth in chapter [25](#) of this title, as amended.

CHAPTER 11 OPEN SPACE (OS)

10-11-1:

ALLOWED USES:

Any use not specifically permitted, permitted with standards, or conditionally permitted is prohibited. Only the following uses are allowed:

- A. Uses indicated by the letter “P” below are permitted in the designated zone.
- B. Uses indicated by the letters “PS” are permitted uses with required standards in this zone. Uses must comply with the standards and evaluation criteria established in chapter [17](#) of this title.
- C. Uses indicated by the letter “C” are conditional uses in the designated zone.

Allowed Uses

	OS
Agriculture	P
Barns and corrals for Agriculture and Livestock – At least 100' from any Dwelling	P
Cemetery	P
Urban Hens and Rabbits – Up to 20 animals per acre (min 1 acre Parcel); provided, the coop or pen is at least 100' from any Dwelling and up to 1 rooster per acre is kept at least 50' from any residential zone	P
City Facility	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
Hogs to be raised by resident for purposes of meeting requirements of a youth club – Maximum of 2 hogs per 37,500 sf for a maximum of 6 months	PS
Hog pen/shelter – Up to 8' tall and 100 sf – Allowed only in Rear Yard at least 100' from any Dwelling; required effective manure management	PS
Livestock grazing limited to 4 weaned animals per acre or 8 weaned animals per acre for no more than 30 days per year	P
Active Recreation Area	P

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CHAPTER 17

PERMITTED WITH STANDARDS AND CONDITIONAL USES

- 17A Permitted with Standards – General Provisions**
- 10-17A-1: Application Requirements**
 - 10-17A-2: General Standards**
 - 10-17A-3: Accessory Dwelling Unit – Specific Standards**
 - 10-17A-4: Apiaries/Beekeeping – Specific Standards**
 - 10-17A-5: Automobiles and Other Similar Vehicle Sales Lots – Specific Standards**
 - 10-17A-6: Communication Transmission Facilities, Including Wireless, Primary – Specific Standards**
 - 10-17A-7: Guesthouse – Specific Standards**
 - 10-17A-8: Indoor Shooting Range – Specific Standards**
 - 10-17A-9: Public Utility Facilities – Specific Standards**
 - 10-17A-10: Residential Treatment Facility – Specific Standards**
 - 10-17A-11: RV Parks, Long and Short Term**
 - 10-17A-12: RV Storage – Specific Standards**
 - 10-17A-13: Short-Term Residential Rental – Specific Standards**
 - 10-17A-14: Storage Rental Units – Specific Standards**
 - 10-17A-15: Car Wash – Specific Standards**
 - 10-17A-16: Golf Course – Specific Standards**
 - 10-17A-17: Amusement Center with Water Activity – Specific Standards**
- 17B Conditional Use Permit Review**
- 10-17B-1: Application Requirements**
 - 10-17B-2: Land Use Authority**
 - 10-17B-3: Review Criteria**
 - 10-17B-4: Conditional Use Permit Standards**
 - 10-17B-5: Modification of Conditional Use Permit**
 - 10-17B-6: Expansion and Growth of Conditional Use**
 - 10-17B-7: Revocation of Conditional Use Permit**
 - 10-17B-8: Expiration**
 - 10-17B-9: Requirements for Specific Conditional Use Permits**

ARTICLE A. PERMITTED WITH STANDARDS – GENERAL PROVISIONS

- 10-17A-1: Application Requirements**
- 10-17A-2: General Standards**
- 10-17A-3: Accessory Dwelling Unit – Specific Standards**
- 10-17A-4: Apiaries/Beekeeping – Specific Standards**
- 10-17A-5: Automobiles and Other Similar Vehicle Sales Lots – Specific Standards**
- 10-17A-6: Communication Transmission Facilities, Including Wireless, Primary – Specific Standards**
- 10-17A-7: Guesthouse – Specific Standards**
- 10-17A-8: Indoor Shooting Range – Specific Standards**
- 10-17A-9: Public Utility Facilities – Specific Standards**

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10-17A-10: Residential Treatment Facility – Specific Standards

10-17A-11: RV Parks, Long and Short Term

10-17A-12: RV Storage – Specific Standards

10-17A-13: Short-Term Residential Rental – Specific Standards

10-17A-14: Storage Rental Units – Specific Standards

10-17A-15: Car Wash – Specific Standards

10-17A-16: Golf Course – Specific Standards

10-17A-17: Amusement Center with Water Activity – Specific Standards

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10-17A-10:

RESIDENTIAL TREATMENT FACILITY – SPECIFIC STANDARDS:

Residential treatment facilities shall meet the following additional standards:

A. The facility is licensed by the Utah Department of Human Services.

B. The facility operator must provide prior written notice to the police department of each convicted felon to be treated in such facility.

C. Provide at least thirty percent (30%) of the area as open ~~green~~ space or playground and one (1) Parking Space per staff member on the highest shift plus one (1) Parking Space for each five (5) persons housed in the facility. (Ord. 2019-10-002, 10-10-2019)

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10-17A-15:

CAR WASH – SPECIFIC STANDARDS:

In order to preserve the limited water resources within the City of St. George, Car washes shall meet the following additional standards:

A. In addition to the applicable Landscaping requirements of chapter [23](#) of this title, Landscaping for all car washes shall double the number of plantings required in areas Adjacent to the stacking and drive-through areas.

B. Car washes, ~~full or self-service,~~ shall use façade materials that produce texture. Such materials include, but are not limited to, split-face block, brick, or stucco and shall utilize more than one such material. All colors shall be muted. Bright or reflective colors shall not be allowed except as an accent, up to ten percent (10%) of each façade. No long, continuous rooflines without a horizontal break shall be permitted.

C. Sides of car wash bays or tunnels facing a residential use or neighborhood zoning district shall be completely enclosed by a wall. Solid windows that do not open, glass block, or other closed material may be used for the wall.

D. Vacuum stations and related equipment shall comply with the Setbacks for the principal structure.

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E. Vacuum stations and related equipment are prohibited along any side of a Building facing a residential use or residential zoning district.

~~F. Recycling of water used for vehicle washing is required to be installed and used in perpetuity. The use of recycling water systems and the disposal of water fluids and solids shall comply with applicable state and federal laws, guidelines and/or standards.~~

F. Recycling of all water used in a car wash is encouraged to reduce the amount of fresh culinary water used. All car washes must be plumbed at the time of construction, to provide for water recycling systems for both wash water and reverse osmosis rinse water systems whether installed or not.

G. The site shall provide space sufficient to allow a minimum of five Vehicles to stack while waiting to access the car wash prior to reaching the payment area. All stacking shall be maintained on site and shall not back onto any public right-of-way.

H. Water Limitations:

1. All car washes must install systems and equipment sufficient to limit the amount of fresh culinary water used on a per Vehicle basis. From July 1, 2022 until June 30, 2027, no car wash shall be permitted unless it can demonstrate that the system shall not use more than an average of 35 gallons of culinary water per car.
2. Systems which recycle water used for Vehicle washing and recycle reverse osmosis reject water are required to be installed and used in perpetuity.
3. The use of Secondary Irrigation Water in the wash cycle may be permitted in lieu of some recycling requirements if approved by the St. George City water department. The use of recycling water systems and the disposal of water fluids and solids shall comply with applicable state and federal laws, guidelines, and standards. Larger storage tanks may be permitted on site in order to capture and reuse water.

10-17A-16:

GOLF COURSE - SPECIFIC STANDARDS

No new golf course shall be approved unless the development is capable of providing its own wet water source sufficient to irrigate the golf course. Paper water rights shall not be sufficient. No culinary water may be used to irrigate the golf course.

10-17A-17:

AMUSEMENT CENTER WITH WATER ACTIVITIES – SPECIFIC STANDARDS

No new Amusement Center with Water Activities shall be approved unless the development is capable of providing its own wet water source sufficient to provide perpetual water for the Water Activities. Paper water rights shall not be sufficient. No culinary water may be used to fill, refill, or operate the Water Activities.

CHAPTER 23

LANDSCAPE STANDARDS

10-23-1:

MINIMUM LANDSCAPING STANDARDS:

Minimum landscaping standards are required for development within all zones except Agriculture, gravel and grazing, open space, and single-family residential, as follows:

A. *Application:* The requirements of this section apply to all new development and to the remodeling of existing development where there is an increase in the Building's footprint.

B. *Design:*

1. All Landscape and Irrigation Designers ~~and installers~~ shall have all required state and local licenses, insurance, ~~bonding requirements~~, and be able to show proof of such.
2. Landscape Plans shall make provisions for Erosion Control on all graded sites. ~~Areas with soil Slopes greater than 15% shall have Erosion Control measures and may be Landscape d with deep-rooting, Water-Conserving Plants that do not include Lawn. Areas with slopes greater than 15% shall be landscaped with deep-rooting, water-conserving plants (not turfgrass) to prevent erosion. No turf shall be planted on slopes greater than thirty percent (30%). Turf should be reserved for areas where it is functional, including high traffic play areas, or areas needing erosion mitigation. Choose turf species with lower water requirements. Choose turf configurations for irrigation efficiency.~~
3. A ~~Landscape Document Package landscape and irrigation plan~~ prepared by a Utah-licensed ~~landscape contractor or~~ Landscape Architect shall be submitted to the city for review at the same time as the drawings and plans are submitted for development of the site. ~~The Landscape document package must be approved prior to the issuance of any building permit. A copy of the approved Landscape Document Package shall be provided to the property owner or site manager. See Landscape Document Package submission checklist for what is to be included in the package. This checklist is to be submitted with the Landscape Document Package.~~
4. ~~Water-Conserving Plants~~ that are well adapted to the St. George-area climate zone ~~or identified by the District~~ shall be used.
5. Plants with similar water needs shall be grouped together in "Hydrozones." ~~Sprinklers Spray heads~~ and Drip Emitters shall not be connected to the same irrigation Valve.
6. ~~Drought-tolerant~~ ~~Water-Conserving Plants~~ with low fuel volume or high moisture content that will blend with the native vegetation shall be used for Projects located at the interface between urban ~~or developed~~ areas and natural (non-irrigated) open space.
7. ~~Open~~ stormwater detention and retention basins shall be Landscaped ~~however, such Landscaping shall not include Lawn unless used as part of an Active Recreation Area.~~

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8. Landscape Plans for Projects proposed for development in multiple phases shall clearly specify the Landscape improvements required in conjunction with each phase.

9. At least fifty percent (50%) of the required Landscaped Area shall be covered with a combination of foliage of shrubs, permitted Lawn, and live-vegetative Ground Cover within five (5) years of planting. Water-Conserving Trees and the tree canopy shall not be counted in this fifty percent (50%) requirement. Lawn is limited to 8% of the Landscape d area. In addition to the shrubs, grass, and Ground Cover, one (1) Water-Conserving Tree with a minimum one-and-one-half-inch (1½") Caliper trunk shall be planted for every four thousand (4,000) square feet of Landscape d area with a minimum of one (1) Water-Conserving Tree per property. The trees may be arranged by the Landscape Architect as best fits the plan either in rows or clusters. Water-Conserving Tree species suitable for desert Landscapes are ~~acceptable~~required to meet this requirement.

10. A plan for ongoing maintenance of right-of-way areas shall be included when Landscape and Irrigation Plans are submitted.

11. Ten percent (10%) of a proposed Project's required landscaping may be located on a rooftop or rooftops

12. Lawn is not permitted outside of an Active Recreation Area. In addition, Lawn is prohibited in Park Strips and all Landscape Areas less than eight (8) feet wide. No Lawn shall be planted on Slopes greater than fifteen percent (15%). Lawn should be reserved for areas where it is functional, including Active Recreation Areas. Choose Lawn species with lower water requirements. Choose Lawn configurations for irrigation efficiency.

13. Park Strips and other Landscaped areas less than eight (8) feet wide shall be Landscaped with Water-Conserving Plants and/or Mulch, rock, or other appropriate materials.

14. All individually platted multi-family or commercial units shall be separately metered, sub-metered or equipped with alternative technology capable of tracking the water use of the individual unit. The information shall be made available to the resident of each unit. Individually platted condominium units are excepted if a property owners' association owns and maintains the water lines and Meters. All multi-family Projects require separate Water Meters for all outdoor water usage, including Landscaping.

15. Outside misting systems shall only operate during the May through September time period where the daily high temperature is 90 degrees Fahrenheit or greater.

16. If Secondary Irrigation Water is available, each Project shall connect to the secondary system for all outdoor water use. A city may make minor exceptions, allowing use of treated water for outdoor plantings in small beautification areas, in its sole discretion.

C. Installation:

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1. All Landscape and Irrigation Installers shall have all required state and local licenses, insurance, bonding requirements, and be able to show proof of such upon request.
2. Landscaping and irrigation installation shall be completed as outlined in section [10-1-12](#).
3. Landscape and Irrigation Installers shall follow the plans found in the Project's Landscape Documentation Package that have been signed and approved by the city.
4. Landscaping shall follow the city of St. George access management policy to properly define the safe-sight distances for intersections or driveways and follow height limitations and zoning requirements.
5. The city may inspect landscaping improvements and require corrective measures regarding the installation of site landscaping and irrigation-system improvements found not to comply with the approved Landscape Plan.
6. Soil preparation shall be provided to assure healthy growing conditions for the plants.
7. The Landscape contractor or Irrigation Contractor shall provide the city with a letter certifying that all improvements have been installed in accordance with the approved Landscape Documentation Package plan and specifications prior to issuance of a certificate of occupancy.
8. All Irrigation Installers shall be supervised by an Irrigation Contractor.

D. Irrigation:

1. Landscape Areas shall be provided with a permanent, fixed automatic irrigation system installed by a licensed Landscape contractor.
2. The distribution uniformity shall be sixty percent (60%) for all fixed-spray systems and seventy percent (70%) for all Rotor systems.
3. Decorative Water Features ~~such as pools, ponds and waterfalls~~ used in Landscaped Areas shall have a water recirculation system and not have a capacity of more than 50 gallons of water.
4. A Water Performance Audit shall be conducted by a Certified Water Auditor within thirty (30) days following the installation of the irrigation system. A minimum of ten percent (10%) of the irrigation zones shall be audited at the discretion of the auditor.
5. A backflow-prevention assembly shall be properly installed and tested to meet city requirements and meet all state and local health safety laws and ordinances.
6. A Pressure Regulating Valve shall be installed by the builder or developer, and maintained by the owner, if the static service pressure exceeds 90 pounds per square inch (psi). The pressure-regulating Valve shall be located between the Water Meter and the first point of water use, or first point of division in the pipe, and shall be set at the manufacturer's recommended pressure for the irrigation system.

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7. It is required that Landscaped Areas use a WaterSense labeled smart irrigation Controller, which automatically adjusts the frequency and/or duration of irrigation events in response to changing weather conditions. All Controllers shall be equipped with automatic rain delay or rain shut-off capabilities and have memory retention capability to retain pre-programmed irrigation schedules. Sites are not exempt from water waste prohibitions.
8. Each Control Valve shall irrigate a Landscape area, or Hydrozone, with a similar site, Slope and soil conditions, and plant materials with similar watering needs. Lawn, Water-Conserving Trees and plants in non-Lawngrass areas shall be irrigated on separate Valves. Drip Emitters and sprinklers shall be placed on separate Valves.
9. Low-volume irrigation equipment (i.e., Drip Emitters, bubblers) shall be provided for each tree with the appropriate distribution for healthy tree growth.
10. Drip Irrigation shall be used to irrigate plants in non-grass areas. Spray head to drip conversion for rehabilitated Landscape sites may be acceptable with city approval of the Landscape Documentation Package.
11. High conservation efficiency spray Nozzles are required for sprinkler applications.
12. Sprinkler heads shall have Matched Precipitation Rates with each Control Valve circuit.
13. Sprinkler heads shall be attached to rigid lateral lines with flexible material (Swing Joints) to reduce potential for breakage.
14. Check Valves are required. Pressure Compensating Valves and sprinklers are required where a significant variation in water pressure occurs within the irrigation system due to elevation differences.
15. Filters and end-flush Valves shall be provided for Drip Irrigation lines.
16. Landscape watering with potable (treated) water is prohibited from 10 a.m. to 8 p.m., from June 1 to September 1 , to maximize irrigation efficiency.
17. Water waste is prohibited. Water waste includes overwatering, irrigating during a precipitation event, water that sprays or flows off the originating property, failure to comply with drought restrictions, and/or a failure to repair irrigation system leaks and/or malfunctions in a timely manner. The city shall notify any person or entity believed to be wasting water pursuant to the provisions of title 8, chapter 1 of this code (which is incorporated by reference herein).
 - A. Water waste shall include overwatering outside of the following schedule:
 - Winter (Nov – Feb) – sprinkler and Drip Irrigation up to 1 day a week. irrigation is typically not needed in December and January

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- Spring (Mar – April) – sprinkler irrigation up to 2 days a week and Drip Irrigation up to 2 days a week
- Summer (May – Aug) – sprinkler irrigation up to 3 days a week and Drip Irrigation up to 3 days a week
- Fall (Sept – Oct) – sprinkler irrigation up to 3 days a week and Drip Irrigation up to 2 days a week

B. Irrigation systems shall be programed for multiple repeat cycles to reduce runoff on Slopes and for soils with slow infiltration rates.

E. Trees:

1. All Street Trees shall be planted and maintained in accordance with title [Z](#), chapter [4](#) of this code.
2. All healthy trees within ten feet (10') of the right-of-way having a trunk Caliper of at least four inches (4") at one foot (1') above the ground shall be preserved during construction unless removal is approved by the shade tree board.
3. Preserved trees shall be credited toward the satisfaction of the tree planting requirements.
4. Trees to be preserved shall be protected and watered during construction with the following:
 - a. A tree-protection barrier (Fence) shall be installed before any demolition, grading or construction begins, and shall not be removed until final completion of the Project.
 - b. The tree-protection barrier shall be erected around the tree with a radius of no less than seven feet (7') unless otherwise directed or approved by the Land Use Authority.
 - c. The tree-protection barrier shall be constructed of any material substantial enough to protect the roots, trunk, and the crown of the tree, such as:
 - (1) Three-foot (3') high orange safety fencing on metal posts.
 - (2) Three-foot (3') high silt fencing staked with flagging.
5. Trees or shrubs that are planted under or near power lines shall not grow above twenty-five feet (25') in height at maturity. Tree trunks and branches shall not encroach within ten feet (10') of power lines when fully grown as required by applicable state and federal regulations.
6. Trees shall not be planted within three feet (3') horizontal distance of electric or gas lines.
7. The city may remove any tree that is interfering with power lines.

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8. Trees ~~in~~ the approved **Landscape Documentation Package** shall not be removed without permission from the city.

9. Tree species shall be selected based on growth characteristics and site conditions, including available space, overhead clearance, soil conditions, exposure, and desired color and appearance. Water-Conserving Trees shall be suited for water-efficient Landscapes. Trees shall be selected and planted in accordance with the following city guidance:

- a. Broad canopy trees shall be selected where shade or screening of tall objects is desired;
- b. Select trees from which lower branches can be trimmed to maintain a healthy growth habit where visual clearance and natural surveillance is a concern;
- c. Narrow or columnar trees shall be selected for small spaces, or where awnings or other Building features limit growth, or where greater visibility is desired between Buildings and the street for natural surveillance;
- d. Tree placement shall provide canopy cover (shade) and avoid conflicts with existing trees, Retaining Walls, foundations, flatwork, above and below ground utilities, lighting, and other obstructions;
- e. One (1) tree with a minimum one-and-one-half-inch (1-1/2") Caliper trunk shall be planted for every four thousand (4,000) square feet of Landscape d area;
- f. Where applicable, must meet title 7, chapter 4 of this code which is incorporated by reference herein; and
- g. Trees shall be irrigated on a separate Hydrozone from all other plant materials to allow for wearing of tress under drought conditions when watering restrictions for other plant material may be in effect.

F. Maintenance:

1. Landscaping of detention/retention basins shall be maintained by the property owner. If the detention/retention basin is in a Common Area, then an owners' association (OA) shall own and maintain the detention/retention basin. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.

2. An owners' association shall own and maintain all Common Areas including Park Strips between the street and any privacy walls. If an owners' association is dissolved, maintenance becomes the joint and several responsibility of the individual property owners.

3. It shall be unlawful for any person owning real property within the city to:

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a. Fail to provide landscaping and irrigation in all areas where it is required to exist. This shall apply to all real property throughout the city regardless of the age of the development, zone, or status.

b. Fail to install, maintain, replace, or repair Landscaping and irrigation systems in all areas where it is required to exist or does exist.

c. Modify an approved Landscape and Irrigation Plan, **Landscape Document Package**, or approved site plan without permission from the city. "Modifying the plan" means changing the type of large plant greater than six feet (6') tall at maturity; or decreasing the plant quantities or the size of the Landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance, not modification.

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10-23-3:

LANDSCAPING COMPLETION AND MAINTENANCE REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL ZONES, RESIDENTIAL ESTATE ZONES, AND SINGLE-FAMILY RESIDENCES:

A. *Applicability:* The requirements of this section ~~to complete the front yard and street-side yard and install landscaping~~ shall apply to all new development, and to the remodeling of existing Dwelling units when a Dwelling unit's footprint increases for single-family residential zones, residential estate zones, and all other single-family residences. Completion and maintenance of landscaping shall apply to all residential properties.

B. Landscaping Requirements:

1. A minimum of thirty percent (30%) of the overall Front Yard area shall be Landscaped. At least one-half (½) of the Landscape d area shall contain live vegetation.
2. The total Lawn area for any residential lot shall not exceed 8% of the total Lot size, regardless of zoning up to a maximum of 1500 square feet for Lots up to 20,000 square feet. Lots which are greater than 20,000 square feet may have a Lawn area of up to 2000 square feet. Lots which are less than 7500 square feet may have a Lawn area of up to 600 square feet even if that amount exceeds 8% of the Lot size. All Lots must comply with subsection B below.
3. Lawn shall be prohibited in Park Strips, all Landscape areas less than eight feet wide, and on any Slope that exceeds 15%.
4. Each single-family Dwelling shall have a minimum of two Water-Conserving Trees with a minimum one-and-one-half-inch (1½") Caliper trunk.

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C. *Completion Requirements*: Landscaping shall be completed within one (1) year of the issuance of a certificate of occupancy, or the final inspection of a remodeled Dwelling unit.

D. A minimum of one (1) **Water-Conserving** Tree with at least a one-and-one-half-inch (1½") Caliper shall be planted in the Front Yard. The tree may be a desert tree variety.

E. The use of native plants and other ~~low-water-use~~ **Water-Conserving Plants** ~~plants (xeriscape)~~ is **required** ~~encouraged~~ to promote water conservation.

F. *Requests for Modification of Landscaping Requirement*: The community development director or designee may approve "landscaping," as defined in this section, that covers less than thirty percent (30%) of the Front Yard area in Landscape where the shape of the Lot imposes a hardship in meeting the thirty percent (30%) requirement. If such a modification is granted, all other Landscaping requirements outlined in this section shall still apply and may not be waived or modified.

G. *Maintenance of Owners' Association Property*: A property owners' association shall own and diligently maintain all Common Areas, including Park Strips between the street and any privacy walls. If a property owners' association is dissolved, maintenance of the Common Area becomes the joint and several responsibility of the individual owners of property that once formed the dissolved property owners' association.

H. It shall be unlawful for any person owning a single-family residence to:

1. Fail to provide landscaping and irrigation in all areas where landscaping is required or exists, regardless of the age of the development, zone, or status.
2. Fail to install, maintain, replace, or repair landscaping and irrigation systems in all areas where it is required to exist or does exist.
3. Modify an approved Landscape and Irrigation Plan, **Landscape Documentation Package**, or approved site plan without prior written permission from the city. "Modifying an approved Landscape and Irrigation Plan or approved site plan" means changing the type of large plant (greater than six feet (6') tall at maturity), decreasing the plant quantities, or decreasing the size of the Landscape area. Minor adjustments required to suit field conditions are permitted. Replacing a plant with the same type of plant is considered maintenance and not modification.

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CHAPTER 25 SUBDIVISION REGULATIONS

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10-25B-1:

CONFORMANCE TO APPLICABLE RULES AND REGULATIONS:

In addition to the requirements established herein, all subdivision plats shall comply with the applicable laws, plans and regulations, including, but not limited to:

A. The zoning ordinance of the city of St. George, standard specifications for design and construction and all other applicable ordinances of the city.

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B. The official city general plan, including all streets, drainage and utility systems and parks shown in the general plan, as adopted.

C. Requirements of the Utah Department of Transportation, Utah Department of Health, and other appropriate state agencies.

D. The standards, regulations and policies adopted by the city, including all boards, commissions, agencies, and officials of the city who may be authorized to adopt the same.

E. The standards and requirements for culinary water service adopted by the District.

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10-25B-4:

COORDINATION OF PLANNED DEVELOPMENT APPLICATIONS:

A. At the time an application for a Planned Development (PD) Project is submitted to the city, the owner or Subdivider shall submit an application to change the proposed development property’s zoning designation to Planned Development (PD). Simultaneous with filing a Planned Development application, the Subdivider or Subdivider’s authorized representative shall:

1A. Apply to change the zoning designation to Planned Development (PD) for the real property on which the proposed development will be located;

2B. Submit all information required by this code for a Planned Development (PD) zone, including, but not limited to, a **general** conceptual plan **if it is anticipated to be built in phases, a preliminary site plan and/or Preliminary Plat for one or more phases, and Construction Drawings** when required; and

3C. Meet with city staff to discuss the proposed development.

B. No change to the zoning designation shall be made without the simultaneous approval of a Preliminary Plat.

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10-25B-8:

PERMITS AND CERTIFICATES:

~~A. *Compliance with Title:* No city officer or employee shall issue any license or permit for the use of any land, or the construction or alteration of any building or structure, in violation of the provisions of Utah State law, or any other provisions of this title. Any license or permit issued in conflict with Utah State law, or any other provisions of this title, is void.~~

~~B. *Building Permits—Conditions for Issuance:* In addition to all other conditions required by law for the issuance of a building permit, no building permit for any development or subdivision shall be issued until the following conditions have been met:~~

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~~1. The city has approved the preliminary plat, or the lot layout if the property is exempt from platting requirements, and all conditions have been met for the preliminary plat, and for recording of the final subdivision plat, as set forth in Utah Code and as determined by the community development department and the city attorney;~~

~~2. The construction drawings are stamped "approved for construction" by the city;~~

~~3. All required improvements under chapter 25 of this title are completed, and the city has conducted a final inspection and issued a final approval of the improvements;~~

~~4. The final subdivision plat is recorded in the county recorder's office.~~

~~C. *Occupancy Permit:* For all subdivisions, occupancy will not be granted, and structures shall not be occupied, until the final subdivision plat is recorded and all required improvements are completed and approved by the city. This includes all required addressing and signs.~~

10-25B-8:

COMPLIANCE WITH TITLE

10-25B-9:

SUBDIVISION CREATED PURSUANT TO PROVISIONS

10-25B-10:

RECORDING WITHOUT APPROVAL VOID

10-25B-11:

METES AND BOUNDS' DESCRIPTION APPLICABLE

10-25B-12:

FINAL SUBDIVISION PLAT RECORDED PRIOR TO APPROVAL UNLAWFUL

10-25B-13:

PENALTY

ARTICLE C. PLATS AND PLANS

10-25C-3:

PRELIMINARY PLAT:

A. Preparation of Preliminary Plat: It is anticipated that as long as the Preliminary Plat complies with all requirements under this title, upon final approval of the Preliminary Plat, the Preliminary Plat shall be the basis for the Construction Drawings and Final Plat. Prior to preparing the Preliminary Plat, the Subdivider shall meet with the planning staff to discuss the subdivision proposal and review the Preliminary Plat and the requirements for the required plans, Construction Drawings, studies, and reports. The general requirements as to the layout of streets, street improvements, traffic impact studies, drainage, sewerage, fire protection,

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availability of existing services, and similar matters shall be discussed. The planning staff may also advise or direct the Subdivider, when appropriate, to discuss the proposed subdivision or portions thereof with those officials who must eventually approve certain aspects of the subdivision plat or portions thereof within their jurisdiction, including, but not limited to, the fire marshal, Joint Utility Commission, Hillside Review Board, and city staff. Where special issues or conditions exist which require resolution by the commission or city council, resolution of such matters shall be obtained prior to consideration of the Preliminary Plat by the planning staff.

B. Preliminary Plat Requirements: The Preliminary Plat shall be clear and legible, be labeled and dimensioned, and be of sufficient scale to adequately describe the conditions of this title. The preliminary subdivision plat and plan shall be accompanied by a Completed Application form provided by the city, and show the following information:

1. Title Block:

- a. The name and type of subdivision, which name the Subdivider must have approved by the county recorder and community development director or designee.
- b. The location and dimensions of the subdivision.
- c. The name of the Subdivider.

2. General Plans:

- a. North arrow and scale.
- b. The boundary and phasing plan of the subdivision.
- c. Existing and proposed contour lines at vertical intervals of not greater than five feet (5') when requested by the city engineer or designee.

3. Existing Conditions:

- a. Location, width and names of all streets and driveways within two hundred feet (200') of the subdivision.
- b. All Public Streets, rights-of-way, easements, parks, other public open spaces, and all section and city boundary lines within or Adjacent to the proposed subdivision.
- c. Sewers, water mains, power lines, storm drains, or other facilities within and Adjacent within one hundred feet (100') of the proposed subdivision.
- d. Ditches, drainage channels, waterways, and major washes.
- e. The location of the Floodplain and Floodway, and elevations as designated by FEMA. Also, the location of the erosion hazard boundary for property Adjacent to the Virgin and Santa Clara Rivers and Ft. Pearce Wash.

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- f. Exceptional topography.
- g. Air traffic approaches when requested by the city engineer or designee.
- h. Information required by the ordinance, if the proposed subdivision is within the hillside overlay area, a Geologic Hazard Area, an adverse construction condition area, or Flood or erosion hazard area.
- i. Vicinity map.

4. *Proposed Plan:*

- a. The layout of streets, driveways, public parks and trails, and utility easements showing identification and dimensions. Where double frontage Lots are proposed, the general design of the privacy wall shall be shown.
- b. The layout, number, and typical dimensions of Lots. The following shall apply to numbering Lots:
 - (i) Lots shall be numbered consecutively under a definite system. Numbering shall continue throughout the subdivision with no omissions or duplications.
 - (ii) Multiple phases within the same subdivision name shall be identified as phase 1, then phase 2 and so forth. Lots within different phases shall also be distinctly numbered as 101, 102, 103 (within phase 1), and 201, 202, 203 (within phase 2), and so forth.
 - (iii) Lettering of Building Lots is not permitted.
 - (iv) Areas not designated as a Building Lot or right-of-way on the plat shall be designated by capital letters and be designated in sequence within a subdivision starting with the letter "A."
 - (v) Plat amendments shall be named and numbered in a form acceptable to the office of the Washington County recorder and Utah State Code as amended.
- c. Parcels of land intended to be dedicated for public use or set aside for use of property owners in the subdivision as common or Limited Common Areas.
- d. A drainage plan by which the Subdivider proposes to handle storm water drainage for the subdivision, including proposed realignment or regrading of existing drainageways upstream, within and downstream of the subdivision. All residential drainage shall be conveyed from each Lot to the street. Shared drainage is not permitted unless it is **located** in common or Limited Common Area, owned and maintained by a property owners' association.
- e. A general plan for primary water, **Secondary Irrigation Water**, sewer, power systems, and related utilities.

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f. A Grading Plan by which the Subdivider proposes to handle elevation changes, Retaining Walls, and other related design issues as requested by the city.

C. Application Procedure and Requirements:

1. The Subdivider shall file the Preliminary Plat along with a Preliminary Plat review application on forms provided by the city.

2. At the time of filing the application, the ~~Subdivider~~ applicant shall schedule an appointment with the city. The city shall review the application for completeness and ~~may~~ shall require ~~request~~ that the ~~Subdivider~~ applicant and owner (if different) provide an acknowledgement that they are responsible for obtaining culinary water service from the District as set forth in chapter 1 of this title. The city may request that the applicant also present additional information to assist in determining the adequacy, quality, and characteristics of the subdivision proposal.

3. Once the application has been considered and determined to be complete, the application shall be reviewed according to the procedure set forth in this section. If the city finds that the application is not complete, the application shall be rejected, returned to the Subdivider, and the Subdivider shall submit a complete application.

4. Approval Procedure:

a. The community development department shall concurrently transmit the Preliminary Plat, and Preliminary Plat review application, along with all accompanying plans, reports, and studies to the appropriate city officials and other official agencies or bodies as deemed necessary or as required by law, to allow such persons to review the Preliminary Plat and Preliminary Plat review application.

b. After the Preliminary Plat review application is found to meet the requirements of this title, and all comments have been received from those to whom a request to review was made, the community development director or designee shall cause the Preliminary Plat to be placed on the next available planning commission agenda, and shall notify the Subdivider of the date, time, and place of the meeting at which the Preliminary Plat shall be reviewed.

c. The planning commission shall only approve a Preliminary Plat which it finds to be in accordance with the standards and criteria set forth by the city in this title and all other ordinances, plans, and policies of the city. The planning commission may conditionally approve a Preliminary Plat, imposing such conditions as it may require in order to bring the Preliminary Plat into compliance with the requirements of the city's ordinances, plans, and policies.

d. After reviewing the Preliminary Plat, the planning commission shall make a recommendation to the city council that the Preliminary Plat be approved, conditionally approved, or disapproved. The Preliminary Plat will then be placed on the next available city council agenda, after all legally required notification requirements

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have been complied with, and the city shall advise the Subdivider of the date, time, and place of the meeting at which the Preliminary Plat shall be reviewed. After review, the city council shall approve, conditionally approve, or disapprove the Preliminary Plat.

e. Upon approval of the Preliminary Plat, and approval of Construction Drawings, a permit may be issued which allows the applicant to begin construction at their own risk, of the Infrastructure Improvements required for the subdivision prior to the Final Plat approval. Issuance of a permit to construct infrastructure prior to Final Plat approval does not constitute a vesting of development rights.

fe. If the final subdivision plat, or phase thereof, is not approved by the city within one (1) year after city council approval of the Preliminary Plat, ~~all approvals shall be deemed expired and void. If eligible, the Subdivider may~~ ~~shall~~ submit for approval a new Preliminary Plat in accordance with this subsection, ~~unless it~~. If it is determined by the community development director or designee that substantial progress toward completion of the final subdivision plat has been done, and the Final Plat cannot be submitted due to reasons beyond the control of the Subdivider, ~~in such case,~~ the community development director or designee may agree to a single reasonable extension of time to complete the final subdivision plat, but no longer than one (1) year.

gf. Approval of the Preliminary Plat does not constitute full approval of the development ~~nor vest any development rights~~ as additional requirements may be imposed that are a result of more detailed and thorough review of all plans, specifications, reports, investigations, etc.

10-25C-4:

FINAL SUBDIVISION PLAT:

A. After the Preliminary Plat has been approved by the city council, and all conditions are complied with, a final subdivision plat shall be prepared and submitted to the community development department. The Land Use Authority shall approve the Final Plat ~~upon a finding that:~~

~~1. The development has received written approval or confirmation from the District indicating that water is available to all Lots within the subdivision; and~~

~~2. The Final Plat conforms to all prior approvals, conditions, and regulations imposed by the city.~~

The Final Plat shall be signed by the community development director or designee, the city attorney or designee, the city engineer or designee, the Land Use Authority, and the county treasurer prior to the Final Plat being recorded. The Final Plat shall be recorded within one (1) year of final approval by the community development department, or the plat is void.

B. All applications to subdivide real property shall comply with the requirements of Utah Code Title [10](#), Chapter [9a](#), of the Utah Land Use and Development Management Act, as amended.

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C. A Final Plat must be recorded with the office of the County Recorder within one (1) year of the date of city approval. A Final Plat which has not been recorded within one year, shall be deemed void and all land use approvals associated with the Final Plat shall be considered void *ab initio*. Prior to expiration, a Subdivider may request a one-time six-month extension of the approval from the Community Development Director. ~~No extension will be granted unless an assurance that culinary water service from the District is still available and shall require a new Will Serve letter from the District. The city shall give written notice to the District of any Final Plat which has been voided prior to recordation under this section.~~

10-25C-5:

EXEMPTION FROM PLAT REQUIREMENT:

~~If the requirements of Utah Code Title 10, Chapter 9a, as amended, this title, and all other applicable laws and regulations are satisfied, and the Subdivider has obtained written approval from the city council, following the planning commission's recommendation, a person may submit to the county recorder's office for recording a document that subdivides property by metes and bounds into less than ten (10) lots, without the necessity of recording a plat.~~

10-25C-5:

VACATING, ALTERING OR AMENDING A SUBDIVISION PLAT

ARTICLE D.IMPROVEMENTS

10-25D-3:

IMPROVEMENTS REQUIRED:

The design, installation, connection, and construction of all improvements required by this section shall comply with the city of St. George standard specifications for design and construction and shall be approved by the city before work begins. The improvements required to be completed before issuance of a building permit under this title shall include, but are not limited to, the following:

A. Utilities and Services:

1. Required utilities and services include, but are not limited to, the following: power, culinary water, **Secondary Irrigation Water**, sewer, fire protection, lighting, telephone, and cable conduits, signing and addressing, all-weather fire and emergency access, and other utilities and services as required by the city or by law.

2. All subdivision Lots shall be served by ~~the public~~ utility systems. ~~Proof of water service in the form of a Will Serve Letter or other written documentation from the District shall be required at the time of Final Plat recordation. of the city unless otherwise approved by the city council.~~

3. All utility improvements, including street lighting, shall comply with all official standards of the city.

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4. All electrical, telephone, and television cable shall be installed underground, except as otherwise directed by the city council.

B. Storm Drainage and Nuisance Water Control: A storm or nuisance water drainage system shall be provided and shall be separate and independent from the sanitary sewer system. Drainage, Flood control, and adequate erosion protection shall be designed in conformance with the city Flood control master plan and drainage guidelines and hydrology manual as detailed in the city of St. George standard specifications for design and construction.

C. Street Improvements:

1. *Required – Exception:* All streets within the city shall be improved with streetlights and pavement bounded by integral concrete curbs, gutters and sidewalks, handicapped ramps, etc. The sole exception shall be in large Lot rural subdivisions where street construction shall conform to large Lot requirements as detailed in the city of St. George standard specifications for design and construction. Property owners of large Lot rural subdivisions shall acknowledge by a recorded certificate that any further subdividing will require full compliance with standard Lot improvement requirements, including streetlights, curb and gutter, sidewalks, and roadway width, etc. Said acknowledgment shall waive the property owners' rights to oppose a special improvement district where necessary to comply with this requirement.

2. *Continuation of Streets:* The arrangement of streets in new subdivisions shall make provision for the continuation of the streets in adjoining areas insofar as such continuation or access shall be deemed necessary by the city engineer or designee. All access roads leading to any subdivision shall be improved as may be determined by the city engineer or designee.

3. *Traffic-Control and Street-Name Signs:* All traffic-control and street-name signs, conforming to the city of St. George standard specifications for design and construction and approved by the city engineer or designee, shall be provided by the Subdivider. When required by the city, mitigation of off-site impacts will be the responsibility of the developer. A traffic impact study may be required to help determine Project impacts.

4. *Frontage:* All subdivision Lots shall have frontage on a dedicated Public Street improved to city standards unless the use of a Private Street has been approved by the council. Private Streets, Alleys, or ways shall not be approved except when the city engineer or designee finds that public dedication is not necessary. Where determined that Public Streets are needed for area circulation, property access, or the overall benefit of the driving public, Private Streets shall not be used. Master-planned roads cannot be private.

5. *Private Streets and Improvements:*

a. In the event Private Streets are used, they shall conform to the city of St. George standard specifications for design and construction as to the quality of construction. Private Streets shall include curb, gutter, sidewalks, or adequate pedestrian facilities,

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etc. Street width may be adjusted based upon traffic needs and information provided in a traffic impact study (TIS) when required.

b. The city may observe the construction of Private Streets. However, in all cases, the developer shall retain the services of a professional engineer and testing firm to provide adequate inspection services and to submit the proper reports and certifications to the city. All private developments shall be required to submit to the city the private development improvements certification, on the approved form prior to certificate of occupancy and acceptance of the development.

c. *Continuation of Principal Streets:* The arrangement of streets shall provide for the continuation of principal streets between Adjacent properties when such continuation is necessary for convenient movement of traffic, effective fire protection, and efficient continuation of utilities and where such continuation is in accordance with the transportation element of the city's general plan. If the Adjacent property is undeveloped and the street must be a dead-end street temporarily, the right-of-way shall be extended to the property line and a temporary turnaround shall be provided.

d. *Intersections:* Intersections shall comply with city specifications and access management requirements.

D. *Access to City Street:* No subdivision shall be approved which does not have access to an improved and dedicated city street. Where a subdivision obtains access from a street which does not meet minimum city standards, the access road shall be improved to a minimum width of twenty-five feet (25'), meeting applicable safety standards, including shoulders, and constructed to final grade. Additional road width may be required to meet safety standards.

E. *Improvements to Full Length of Project:* Where a subdivision abuts a master-planned road, utilities or drainage system, the Subdivider shall complete his portion of such improvements the full length of his Project in conformance with the approved city plans, including the general plan.

F. *Mitigation of Off-Site Impacts:* When required by the city, mitigation of off-site impacts, as well as providing adequate public infrastructure to the development, will be the responsibility of the developer. A traffic impact study (TIS) will be required unless otherwise approved by the city engineer or designee. The TIS may aid in the determination of off-site impact mitigation. (Ord. 2019-10-002, 10-10-2019)

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10-25D-5:

IMPROVEMENT COMPLETION ASSURANCE AND WARRANTY:

A. *Improvement Completion Assurance:*

1. *When Required:* The city, in its discretion, may allow a Subdivider to record the Final Plat if the Subdivider guarantees the installation and construction of the required improvements

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free from defects in material and workmanship and in compliance with all city standards, by providing an **financial Improvement Completion Assurance and agreement which guarantees completion of the improvements within one (1) year of the date of Final Plat recordation.**

2. *Form – Amount:* The Improvement Completion Assurance required under this subsection shall be in the form of cash (**cash escrow**), **disbursement agreement (draw down)** or an irrevocable letter of credit, in a form acceptable to the city, for an amount equal to one hundred percent (100%) of the cost of improvements not previously accepted. The cost of improvements shall be approved by the city. All improvements not completed within one (1) year shall thereafter require an Improvement Completion Assurance.

3. *Release:* The city shall release the Improvement Completion Assurance under this subsection once all improvements are inspected and approved by the city as required by this title and the Subdivider has submitted to the city a warranty in a form acceptable to the city.

B. Warranty of Improvements:

1. *Required:* Each Subdivider shall warrant that all improvements required under sections [10-25D-3](#) and [10-25D-4](#) shall be free from defects in material and workmanship and that the improvements are in compliance with all city standards. The warranty period shall start on the date the city approves all of the improvements pursuant to section [10-25D-2](#), and the Subdivider provides the city with a warranty in a form approved by the city.

2. *Form – Amount:* The warranty required by this chapter shall be in the form of cash, **disbursement agreement** or an irrevocable letter of credit, ~~or a surety bond acceptable to the city for an amount equal to at least ten percent (10%) of the total improvement value for the warranty period. Any proposed surety bond shall be from a company licensed in Utah with a AAA, AA+, AA, or AA- (Aaa, Aa1, Aa2, Aa3) credit rating or equivalent,~~ under terms acceptable to city.

3. *Release:* After the expiration of the warranty period, the city shall release the warranty held by the city under this chapter after the final inspection and acceptance of the improvements pursuant to section [10-25D-2](#).

C. Approval of City Attorney: The form of any Improvement Completion Assurance **agreement**, or warranty submitted under this section shall be reviewed and approved by the city attorney or designee before acceptance by the city.