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 14, 2022 commencing at 4:00 p.m.

The agenda for the meeting is as follows:

1. **Discussion regarding the process for special events and potential tiers for insurance certificates.**

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

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

Public Notice

Public notice is hereby given that the City Council of the City of St. George, Washington County, Utah, will hold a regular meeting in the City Council Chambers at the St. George City Offices located at 175 East 200 North, St. George, Utah, on Thursday, July 14, 2022, commencing at 5:00 p.m.

The agenda for the meeting is as follows:

Call to Order
Invocation
Flag Salute

1. **Comments from the public.**

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

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

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

2. **Consent Calendar.**

a. **Consider approval to purchase anti-virus protection software for City desktop and laptop computers.**

BACKGROUND and RECOMMENDATION: Currently, the City uses a product called "Comodo One" as the solution for anti-virus software on its computers. This product has served its purpose as technology has advanced since Comodo One was deployed. As the City continues to grow and mature, staff is looking to make the next step in security by implementing advanced anti-virus software technology on all of the City's computers. Staff recommends purchases the anti-virus protection software in the amount of $267,334.86.

b. **Consider approval to purchase a cyber security product for the City's computer network from cyber attacks.**

BACKGROUND and RECOMMENDATION: The growing threat of ransomware remains a serious threat to the city. A single successful ransomware attack can bring down the entire city network for days, weeks, or even longer. City devices across the network could be encrypted and rendered useless. Such a catastrophic event would leave us with few choices; regain access by paying a ransom to the criminals behind the ransomware attack or restoring data the from backups. Or maybe worse, start again from scratch. The average ransom demand in the first half of 2021 amounted to $5.3 million - not to include the costs of lost production and restoration efforts. This tool was selected by the security team as the best product to prevent ransomware and cyber-attacks and would like it to be considered by the counsel. The cost represents a three-year subscription. Staff recommends purchasing the cyber security product in the amount of $422,014.

c. **Consider approval to purchase steel poles from McWane Poles for the Pine Valley Hydro Line Project.**

BACKGROUND and RECOMMENDATION: These poles are being purchased to upgrade substandard distribution line to the Pine Valley Hydro facility and Millcreek pumps. This includes replacing old wood poles with steel poles and installing new crossarms. Staff recommends awarding the bid to McWane Poles in the amount of $217,427.07.

d. **Consider approval for the purchase of Okonite 1/0 Primary Wire for Downtown Reliability Improvement (Block 7) and Okonite 750 Primary Wire for Canyon View and Pine View Circuits.**

BACKGROUND and RECOMMENDATION: The Energy Services Department has been upgrading services in the downtown area as part of the revitalization process over several years. For FY23, staff has planned to upgrade block 7. For the Canyon View and Pine View Circuits and are installing new circuits to meet the demand based on the amount of load growth for this area. Staff recommends awarding the bid to Irby in the amount of $162,250.

e. **Consider approval of a concessionaire agreement with Southgate Cafe, LLC at the Sunbrook Golf Club.**

BACKGROUND and RECOMMENDATION: Southgate Cafe, LLC is proposing to operate a food and beverage concession at the Sunbrook Golf Club for five, one-

year terms. The City reserves the right to extend, amend or renegotiate this agreement in order to facilitate any future construction and/or remodel of the clubhouse or other facilities. Per the agreement, concessionaire shall pay the city a monthly fee calculated as a percentage of gross sales as stated in exhibit "b." Staff recommends approval.

f. Consider approval of a Professional Services Agreement with Civil Science Infrastructure, Inc. for design and construction management of the Fields at Little Valley Artificial Fields project.

BACKGROUND and RECOMMENDATION: This is a PSA for the design and construction management of the Little Valley Fields Artificial Fields project. This project will consist of the removal of the turf grass on fields 1,2, and 3. The turf grass will be replaced with artificial turf. Staff recommends approval with Sunrise Engineering.

g. Consider approval of a Professional Services Agreement with Sunrise Engineering for the Little Valley Pickleball Expansion project.

BACKGROUND and RECOMMENDATION: This is a PSA for design services and construction management of the Little Valley Pickleball Expansion project. Staff recommends approval of the agreement with Sunrise Engineering.

h. Consider approval to continue sponsorship of the Downtown Farmers Market event taking place each Saturday at their new location on Tabernacle Street between Main Street and 100 West, for a six (6) month trial period from August 6, 2022-February 6, 2023.

BACKGROUND and RECOMMENDATION: In past years, the Downtown Farmers Market was held on private property at Ancestor Square. Due to the growth of the market, they want to move the weekly event to Tabernacle Street and also make it a year-round market occurring each Saturday, except for dates where the street is already in use by another event (i.e. IRONMAN, 4th of July Celebration, St. George Art Festival, St. George Marathon, etc). The new sponsorship request includes 1) Fee waiver for the Special Event Permit Fee ($150/day), 2) Fee waiver for the Sub-License Fees ($5 each vendor/day), 3) Fee waiver for the Encroachment Permit Fee ($400/day), and 4) City to provide Traffic Control Plan and barricades. Staff recommends City sponsorship of the Farmer's Market and would prefer it be located in an area that does not require road closures such as Ancestor Square, Town Square or Worthen Park.

3. Public hearing and approval of the Program Year 2022 (Fiscal Year 2023) Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program.

BACKGROUND and RECOMMENDATION: The 2022 AAP outlines proposed projects to be funded by the City's CDBG program to address identified needs during PY2022 FY2023. This is the fourth year of the City's 2019-2023 Consolidated Plan.

4. Consider approval of the St. George Arts Commission's RAP Tax art grants distribution list.

BACKGROUND and RECOMMENDATION: Each year since the approval of RAP Tax, the St. George Arts Commission receives, and reviews grant applications from local cultural non-profits. The St. George Arts Commission met on Thursday, June 23rd,

2022 to discuss applications for RAP Tax Grants in the 2022-2023 fiscal year. The Commission received and reviewed 30 applications for funds this year, totaling $547,138 in requests and has recommended allocations totaling $250,000. Staff recommends approval of the recommendations from the Arts Commission.

5. **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.**

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. The recommendations of the Planning Commission and City Council have been included in the final draft ordinances. Staff recommends approval of the amended ordinances as they contain recommendations of Planning Commission and City Council.

6. **Consider approval of a Resolution in support of a funding application and implementation of Advanced Metering Infrastructure (AMI).**

BACKGROUND and RECOMMENDATION: The Water Services Department desires to submit a grant application to the Bureau of Reclamation for their WaterSMART: Water and Energy Efficiency Grant Program. The grant would provide matching funds for up to $2M for the installation and implementation of an Advanced Metering Infrastructure (AMI) project. The AMI project would provide near real-time water use data to our customers and provide leak detection capabilities with the ability to alert the customer of any perceived leaks from their water service. Staff recommends approval of the resolution.

7. **Consider approval of a resolution designating and appointing Government Affairs Director, Shawn Guzman, as the City's representative to the Southwest Mosquito Abatement and Control Board for the calendar year 2022 or until such time that a successor has been designated and appointed.**

BACKGROUND and RECOMMENDATION: This resolution is to appoint Government Affairs Director Shawn Guzman to replace Bette Arial on the Southwest Mosquito Abatement and Control Board. On February 17, 2022, the Council appointed Bette Arial to replace Councilmember Michelle Tanner to represent the City on the Board. Due to other obligations, Ms. Arial is no longer able to attend the Board meetings. It is recommended that Government Affairs Director Shawn Guzman be appointed to replace Ms. Arial on the Southwest Mosquito Abatement and Control Board to represent the City.

8. **Consider approval of a resolution appointing Lynn Cresswell as an administrative hearing officer.**

BACKGROUND and RECOMMENDATION: Several ordinances require an administrative hearing officer to hear appeals from City staff decisions such as land use, animal control and employment issues. Staff recommends appointing Lynn Cresswell as an administrative hearing officer.

9. **Consider approval of an ordinance amending the Atkinville Interchange Area Planned Development Commercial (PD-C) zone to change the designation of a portion of Area 3.1 from Mixed Use to Community Commercial and to allow construction of a new Smith's Marketplace and Fuel Center on approximately 15.96 acres located at the southwest corner of Bluegrass Way and Pioneer Road for a project known as Smith's Marketplace.**

BACKGROUND and RECOMMENDATION: This zone change amendment has two parts: 1) To amend the Atkinville Interchange Area Plan; and 2) To approve the conceptual plan for a new Smith's Marketplace and Fuel Center. To amend the Atkinville Interchange Area Plan, the use will need to be changed for Area 3-1. Right now, it is designated Mixed Use. The applicants are requesting to change this designation to Community Commercial. The Community Commercial designation use list is any use permitted in the C-2 district. At their meeting held on June 14, 2022, the Planning Commission held a public hearing and recommended approval of this zone change amendment.

10. **Consider approval of an ordinance amending the Desert Color Planned Development zone for 44 multi-family units to be known as Water's Edge at Desert Color Shores on approximately 2.16 acres located generally west of the Desert Color lagoon, north of Akoya Pearl Road.**

BACKGROUND and RECOMMENDATION: The Desert Color development was approved in 2018. This phase is in the resort area. The idea of the resort area is to provide an area that will provide more density and where property owners may rent their homes on a short-term basis if desired. In this area, amenities are centered around the central amenities which in this case is the lagoon with its amenities, the club house, swimming pool, pickleball courts, etc. At their meeting held on June 14, 2022, the Planning Commission held a public hearing and recommended approval.

11. **Consider approval of the preliminary plat for Water's Edge at Desert Color, a 14-lot subdivision located in the Desert Color development at approximately Akoya Pearl Road and Alice Blue Lane.**

BACKGROUND and RECOMMENDATION: The general plan land use designation on this project is TC (Town Center), and the zoning is PD-R - TNZ-Resort (Planned Development Residential, Traditional Neighborhood Zone – Resort). The preliminary plat is consistent with the general plan land use designation and the current zoning. At their meeting held on June 14, 2022, the Planning Commission recommended approval.

12. **Consider approval of an ordinance amending the Southern Hills West Masterplan to remove 0.16 acres of Open Space (OS) to add the 0.16 acres to Lots 10 and 11 of the Sage Canyon Phase 1 final plat, and to rezone the 0.16 acres to Single Family Residential, minimum lot size 10,000 sf (R-1-10), located south of White Dome Drive and west of Sunshine Circle for a project to be known as Sage Canyon Phase 1 Lots 10 & 11.**

BACKGROUND and RECOMMENDATION: On March 4, 2021, the Southern Hills Masterplan was adopted. In the Masterplan there were areas that had a small natural hillside that were separated out and zoned OS. The purpose was to protect the undisturbed hillside and to use this OS as a natural buffer between the existing single-family homes and the Medium Density Residential land that makes up the Southern Hills development. This request is for a zone change amendment to remove 0.16 acres of Open Space (OS) from the Southern Hills West Masterplan and add the 0.16 acres

to Lots 10 and 11 of the Sage Canyon Phase 1 Final Plat. This request will also rezone the 0.16 acres to Single Family Residential, minimum lot size 10,000 sf (R-1-10). At their meeting held on June 14, 2022, the Planning Commission recommended approval.

13. **Consider approval of an ordinance amending the Hidden Valley Planned Development Residential zone for 30 townhome units to be known as Villa Highlands at Hidden Valley Ph.5 on approximately 5.20 acres located at London Lane in the Hidden Valley Development.**

BACKGROUND and RECOMMENDATION: Originally approved in 1999, the site was approved as a Master Planned Development with 1,510 units approved of various densities in designated areas. Villa Highlands Ph.5 is a townhome project located on London Lane and is part of the Hidden Valley development on 5.20 acres this is the next phase of the Villa Highlands Townhome development. At their meeting held on June 14, 2022, the Planning Commission held a public hearing and recommended approval.

14. **Consider approval of the preliminary plat for Villa Highlands Phase 5, a 30-lot residential subdivision located within the Hidden Valley development at the west end of London Lane.**

BACKGROUND and RECOMMENDATION: The general plan land use designation on this project is MDR, Medium Density Residential, and the current zoning is PD-R, Planned Development Residential. The preliminary plat meets the current land use designation and meets the requirements of the zone change application. At their meeting held on June 14, 2022, the Planning Commission recommended approval.

15. **Consider approval of the preliminary plat for Berry's Place, a 4-lot residential subdivision located at 443 North 300 West.**

BACKGROUND and RECOMMENDATION: The general plan land use designation on this property is MDR, Medium Density Residential, and the zoning is RCC, Residential Central City. The preliminary plat is consistent with the current general plan land use designation and the current zoning. At their meeting held on June 14, 2022, the Planning Commission recommended approval.

16. **Consider approval of the preliminary plat for Rilassante at Divario, a one lot, two parcel subdivision located at approximately Gap Canyon Parkway and Canyon View Drive.**

BACKGROUND and RECOMMENDATION: This project is part of the Divario development. The general plan land use designations on the property are MDR, Medium Density Residential, and OS (open space). The current zoning on the property is PD-R, Planned Development Residential and R-1-10. The preliminary plat is consistent with the current land use designations and zoning on the property. At their meeting held on June 14, 2022, the Planning Commission recommended approval.

17. **Consider approval of an amended preliminary plat for Desert Canyons Town Center West, a 7-lot commercial subdivision located at the intersection of Desert Center Drive and Desert Canyon Parkway.**

BACKGROUND and RECOMMENDATION: The general plan land use designation on this project is TC, Town Center, and the current zoning is C-2. The proposed preliminary

plat is consistent with the land use designation and the current zoning requirements. At their meeting held on June 14, 2022, the Planning Commission recommended approval.

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

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

20. **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

July 12, 2022
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: 07/14/2022 **Agenda Item Number:** 2a

Subject:

Consider approval to purchase anti-virus protection software for City desktop and laptop computers.

Item at-a-glance:

Staff Contact: Marc Mortensen

Applicant Name: City of St. George

Reference Number: Reference number is granted after the approval process.

Address/Location:

220 North 200 East

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

Currently, the City uses a product called "Comodo One" as the solution for anti-virus software on its computers. This product has served its purpose as technology has advanced since Comodo One was deployed. As the City continues to grow and mature, staff is looking to make the next step in security by implementing advanced anti-virus software technology on all of the Citys computers.

Staff Narrative (need/purpose):

Consider purchasing Crowdstrike, a next generation anti-virus software program to be installed on all city-owned desktop and laptop computers. It is common knowledge that computers need anti-virus software installed on them to protect against viruses and malware. However, anti-virus software technology has advanced from simply matching file signatures to now using machine learning, artificial intelligence, and behavior analytics to evaluate and detect malicious processes before they can materialize into a threat. Using outdated anti-virus software puts the city at risk because attackers have evolved by becoming more advanced in their methods and have developed ways to easily bypass traditional antivirus software algorithms. Therefore, it is important to keep up with advances in technology and deploy a next-generation antivirus software solution. Crowdstrike was selected by the security team as the best product for anti-virus, anti-malware, end point protection and would like it to be considered by the counsel. The cost is for a three-year subscription.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: $267,334.86

Amount approved in current FY budget for item: $750,000.00

If not approved in current FY budget or exceeds the budgeted amount, please explain

funding source:

Funding for this project would derive from money granted to the city through the American Rescue Plan Act (ARPA).

Description of funding source:

American Rescue Plan Act (ARPA)

Recommendation (Include any conditions):

City of St. George, Technology Services Division recommends purchasing

Customer Name: CITY OF ST.GEORGE
Quote No: 22808517
Quote Name: Crowdstrike - 3 years
Quotation Date: 05/16/2022

Sales Support Contact: SABRINA JORDAN
Sales Support Phone: 949-930-7366
Sales Support Email: SABRINA.JORDAN@EPLUS.COM
Account Executive: Brittani Neff
Account Executive Phone: 916-897-4667
Account Executive Email: brneff@eplus.com

Customer PO No:
Order No:
Expiration Date: 06/15/2022

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
			Falcon Complete Workstations			
001	CS.FCSD.SOLN.T3.36M	CROWDSTRIKE	FALCON COMPLETE WITH THREAT GRAPH STANDARD	835	274.37	229,098.95
002	CS.INSIGHTB.SOLN.T5.36M	CROWDSTRIKE	INSIGHT	835	0.00	0.00
003	CS.PREVENTB.SOLN.T5.36M	CROWDSTRIKE	PREVENT	835	0.00	0.00
004	CS.DISCB.SOLN.T5.36M	CROWDSTRIKE	DISCOVER	835	0.00	0.00
005	CS.FALCOMPS.SVC.36M	CROWDSTRIKE	FALCON COMPLETE SUBSCRIPTION	835	0.00	0.00
006	CS.OWB.SVC.T5.36M	CROWDSTRIKE	OVERWATCH	835	0.00	0.00
007	CS.TGB.STD.36M	CROWDSTRIKE	THREAT GRAPH STANDARD	835	0.00	0.00
008	.FALCOMPONBC.SOLN.36M	CROWDSTRIKE	FALCON COMPLETE: CSCOMPLIMENTARY CID	1	0.00	0.00
009	RR.PSO.ENT.NCAP.36M	CROWDSTRIKE	UNIVERSITY LMS SUBSCRIPTION NEW CUSTOMER ACCESS PASS	6	0.00	0.00
					Sub-Total (USD)	229,098.95
			Falcon Complete Servers			
010	CS.FCSD.HPS.SOLN.36M	CROWDSTRIKE	FALCON COMPLETE WITH SERVER THREAT GRAPHSTANDARD	75	308.05	23,103.75
011	CS.INSIGHTB.SOLN.T5.36M	CROWDSTRIKE	INSIGHT	75	0.00	0.00
012	CS.PREVENTB.SOLN.T5.36M	CROWDSTRIKE	PREVENT	75	0.00	0.00
013	CS.DISCB.SOLN.T5.36M	CROWDSTRIKE	DISCOVER	75	0.00	0.00
014	CS.FALCOMPS.SVC.36M	CROWDSTRIKE	FALCON COMPLETE SUBSCRIPTION	75	0.00	0.00
015	CS.OWB.SVC.T5.36M	CROWDSTRIKE	OVERWATCH	75	0.00	0.00
016	CS.TGB.STD.HPS.36M	CROWDSTRIKE	SERVER THREAT GRAPHSTANDARD	75	0.00	0.00
017	RR.HOS.ENT.EXPS.36M	CROWDSTRIKE	EXPRESS SUPPORT	1	15,132.16	15,132.16

Sub-Total (USD)	38,235.91
Totals	267,334.86

Shipping:	**Sub Total (USD):**	**267,334.86**
Packing:	**Est. Tax (USD):**	**TBD if Applicable**
	Shp&Hnd (USD):	**TBD**
	Total (USD):	**267,334.86**

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract; if there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

PLEASE NOTE: Recent supply chain disruption and tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Related manufacturer policy changes may result in orders being non-cancelable and products non-returnable except in accordance with the manufacturer warranty. Please confirm pricing and other restrictions prior to order placement. Unless freight amount is indicated, or is zero, freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Customer Acceptance

Signature: _____

Name: _____

Title: _____

Date: _____

Customer PO #: _____

Bill To

CITY OF ST.GEORGE

175 EAST 200 NORTH ST

ST. GEORGE UT 84770

UNITED STATES

ACCOUNTS PAYABLE

Ship To

CITY OF ST.GEORGE

UNITED STATES

Agenda Date: 07/14/2022 **Agenda Item Number:** 2b

Subject:

Consider approval to purchase a cyber security product to protect the City's computer network from cyber attacks.

Item at-a-glance:

Staff Contact: Marc Mortensen

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

220 North 200 East

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

This product would be a new implementation to the City and therefore has no history.

Staff Narrative (need/purpose):

The growing threat of ransomware remains a serious threat to the city. A single successful ransomware attack can bring down the entire city network for days, weeks, or even longer. City devices across the network could be encrypted and rendered useless. Such a catastrophic event would leave us with few choices; regain access by paying a ransom to the criminals behind the ransomware attack or restoring data the from backups. Or maybe worse, start again from scratch. The average ransom demand in the first half of 2021 amounted to $5.3 million - not to include the costs of lost production and restoration efforts. This tool was selected by the security team as the best product to prevent ransomware and cyber-attacks and would like it to be considered by the counsel. The cost represents a three-year subscription.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: $422,014

Amount approved in current FY budget for item: $750,000

If not approved in current FY budget or exceeds the budgeted amount, please explain

funding source:

Funding for this project would derive from money granted to the city through the American Rescue Plan Act (ARPA).

Description of funding source:

American Rescue Plan Act (ARPA)

Recommendation (Include any conditions):

City of St. George, Technology Services Division recommends purchasing Arctic Wolf: MDR, MR + MA Security Services, 3 Year (Upfront). See attached quote.

City of St George

Arctic Wolf: MDR, MR + MA Security Services, 3 Year (Upfront)

Quote # Q-08726
Version 1

Sanity Solutions, Inc.
www.sanitysolutions.com
Jesse Belnap
jbelnap@sanitysolutions.com

Arctic Wolf: MDR, MR + MA Security Services, 3 Year (Upfront)

Prepared For

City of St George
Tim Johansen
175 North 200 East
St. George, UT 84770
tim.johansen@sgcity.org

Please note, this includes NASPO pricing and exclusive pricing for the City of St. George. Any numbers shown include bundled discounts.

Proposed Contract Dates:
Start Date: 09/01/2022
End Date: 08/31/2025

NASPO Contract #: AR2472
Payment Type: Upfront, NET 30
Multi-year discount built-in.

With bundled services, this quote includes up to $1M in Service Guarantee.

The products and services listed in this quotation are subject to the terms and conditions per the Arctic Wolf EULA and MSA which can be found at: https://arcticwolf.com/terms/msa/

Prepared By

Sanity Solutions, Inc.
Jesse Belnap
jbelnap@sanitysolutions.com

Quote Number: Q-08726
Version: 1
Expires: 7/22/2022

Security Operations Services

Description	QTY	Unit Price	Net Total
Arctic Wolf Managed Detection & Response, 3 Year Includes: • (850) MDR Users Licenses (AW-MDR-USER) • (75) MDR Server Licenses (AW-MDR-SE) • (2) Arctic Wolf 300 Series Sensor (2x 10G SFP + with Fiber LC Connectors) (AW-MDR-3XX-S-10GF) • Arctic Wolf MDR Log Retention - 90 Days (AW-MDR-90DAY) • (850) MDR G-Suite User License (AW-MDR-GSU) • MDR Platform Access (AW-PLATFORM)	1	$276,886.00	$276,886.00
Arctic Wolf Managed Risk, 3 Year Includes: • (850) Managed Risk Users Licenses (AW-MR-USER) • (75) Managed Risk Licenses (AW-MR-SE)	1	$104,062.50	$104,062.50
Arctic Wolf Managed Awareness Services, 3 Year Includes: 850 Users (AW-MSAT-MMA)	1	$31,875.50	$31,875.50
		Security Operations Services Total:	$412,824.00

One-Time On-Boarding

Description	QTY	Unit Price	Net Total
Arctic Wolf MDR Onboarding Services (one-time) (AW-MDR-OB)	1	$4,777.00	$4,777.00
Arctic Wolf Managed Risk Onboarding Services (one-time) (AW-MR-OB)	1	$4,173.00	$4,173.00
(AW-SHP)	2	$120.00	$240.00
		One-Time On-Boarding Total:	$9,190.00

Total:	$422,014.00

Sanity Capital Payment Plan	*Term*	*Monthly Cost*
Estimated monthly pricing dependent on final review and credit approval. See attached payment plan document for details and options.	36 months	$12,347.71

Sanity Capital

Sanity SOLUTIONS INC.

Providing a Better Way to Pay

Technology is often expensive, requires frequent upgrades and can quickly become outdated. Leverage our portfolio of unique financial solutions to help mitigate those risks and turn how you pay into a competitive differentiator for your business.

LEASE

- True leases
- Step leases
- Sale/leasebacks (monetize existing assets)

OWNERSHIP

- $1 buyout loans
- Municipal and State Local Education (SLED) products

CONSUMPTION

- Applicable to any technology
- $ / TB (Storage). $/ CPU Usage (Memory or Compute)
- $ / Virtual Machine, Node, Instance, Device

Cash Flow

Cash flow financing allows you to conserve working capital and keep your bank line of credit available for other business needs.

Customized Solutions

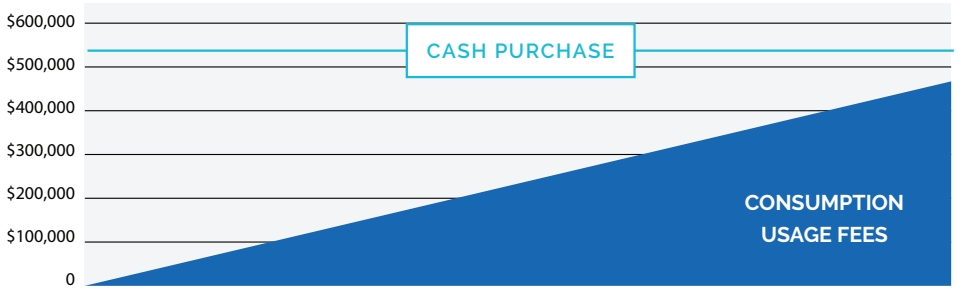
We design financing options that match your requirements, budget, and financial objectives.

Agility

Financing allows you to add or switch equipment more nimbly as the industry or your needs change.

Accelerate ROI

Rather than paying one lump sum for your equipment, make smaller payments while your equipment generates revenue for your business.



For more information, request a meeting with your Sanity Solutions and Sanity Capital team or contact **info@sanitysolutions.com**.

Why TCF?

Unique Solutions
Get a solution catered to your needs.

Lower Risk & Better Economics
Over 30 years of expertise in our markets and asset classes.

Independence
Operate together in complete alignment. without manufacturer biases or agendas.

Reduce Operational Stress
Let your dedicated client specialist become an extension of your team to help streamline vendor interaction and invoke payments.

More Flexibility
Restructure or upgrade solutions at any time to fit the need of your business.

Minority Business
Exclusive minority-owned business enterprise (MBE) program can allow for diversity spend credits.

CONTACT ME TO LEARN MORE
Sheila Gentile
ph: 720-307-4484
sgentile@sanitysolutions.com
www.SanitySolutions.com

**Sanity Capital is delivered in partnership with TCF Bank.*

Terms & Conditions

Thank you for allowing Sanity Solutions, Inc. the opportunity to earn your business. By approving this document customer acknowledges configuration and agrees to Sanity Solutions, Inc. Terms and Conditions https://www.sanitysolutions.com/terms-and-conditions/. Shipping and Sales Tax not included, unless indicated above. Sanity Solutions, Inc. reserves the right to cancel orders arising from pricing or product discrepancies. Sanity Capital Financing displayed pricing should be used for estimate purposes only. Actual monthly payments may very based on final costs and credit approval.

Please sign and email to Jesse Belnap at jbelnap@sanitysolutions.com

Signature: _____ Effective Date: _____/_____/_____

Name (Print): _____ Title: _____

THANK YOU FOR YOUR BUSINESS!

A convenience fee of 3% will be charged to customers granted open terms but choosing to pay via credit card.

Agenda Date: 07/14/2022 **Agenda Item Number:** 2c

Subject:

Consider approval to purchase steel poles from McWane for the Pine Valley Hydro Line Project.

Item at-a-glance:

Staff Contact: Laurie Mangum

Applicant Name: Laurie Mangum

Reference Number: N/A

Address/Location:

Pine Valley Hydro Line

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

These poles are being purchased to upgrade substandard distribution line to the Pine Valley Hydro facility and Millcreek pumps. This includes replacing old wood poles with steel poles and installing new crossarms.

Staff Narrative (need/purpose):

This project is included in the FY23 budget. McWane is the manufacturer and supplies of this item and are the only company in the area that supplies ductile iron poles.

Name of Legal Dept approver: Alicia Galvany-Carlton

Budget Impact:

Cost for the agenda item: $217,427.07

Amount approved in current FY budget for item: $200,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

Charges for services.

Description of funding source:

Charges for services.

Recommendation (Include any conditions):

Staff recommends approval.

McWane Poles
A Division of McWane, Inc.
2266 South Sixth St.
Coshocton, Ohio 43812
P: 740-622-6651
F: 740-662-8551

Quotation

Customer:	**Saint George City Energy Services Dept (UT) [SGESD]** **c/o Rody Meacham**	Quote Number:	**155213**
Ship To:	**ST GEORGE, Utah**	Date:	**May 25, 2022**
		Quote Expires:	**Jul 15, 2022**

Part No.	Description	Standard Weight	Max Tip Load	Qty	Unit Price	Total
H2080W	**80' H2 - Weathered Finish** Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- 2 Piece Pole - Over 70' 1 -- HDPE Raptor Cap	5316	4.16	1	$ 5,604.76	$ 5,604.76
H1070W	**70' H1 - Weathered Finish** Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- 2 Piece Pole 1 -- HDPE Raptor Cap	3859	3.51	9	$ 4,496.59	$ 40,469.31
C2040W	**40' Class 2 - Weathered Finish** Includes 40 holes or 20 through holes, 2 rivet nuts or threaded holes, and embed coating to 1' above ground line. OPTIONS 1 -- HDPE Raptor Cap	1293	2.405	100	$ 1,713.53	$ 171,353.00
				Total Pole Quantity: 110	Total:	**$ 217,427.07**

Delivery Lead Time:	**20-24 weeks after drawing approval**	Quotation From:
Freight Expense:	**Prepaid Allowed**	Shelby Longaberger
Freight Arrangements:	**Delivery at Place (DAP)**	Sales Associate
Payment Terms:	**Net 30 Days**	
Plant of Origin:	**Provo, UT**	(740) 202-7482

Notes:

Poles are quoted per "Specifications for Ductile Iron Poles" updated 5/7/2019. Poles are designed and manufactured to wood pole equivalency, "Grade B" construction. Prices are subject to change without notice.

The MCWANE, INC. Terms and Conditions of Sale, found at www.mcwane.com under the Terms and Conditions tab ("Online Terms and Conditions"), including but not limited to all warranties, disclaimers of implied warranties and limitations on liability, are incorporated herein by this reference. Each party agrees that all sales of Goods by McWane, Inc., including its divisions, ("Seller") to Buyer are governed by the Online Terms and Conditions which supersede any other or inconsistent terms of Buyer or Seller. Each party agrees that the Online Terms and Conditions will also govern all sales of Goods to Buyer by any McWane, Inc., subsidiary, affiliate or division, in which case such subsidiary, affiliate or division will be the "Seller" under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate or division). Buyer acknowledges that the Online Terms and Conditions are subject to change from time to time and the parties agree that each sale of Goods will be governed by the version of the Online Terms and Conditions available at the time of Seller's acceptance of an order for such Goods.

The prices offered are DAP (Incoterms® 2020). This quotation is firm for 30 days from the date of this quotation, except as otherwise provided in this quotation. The price quoted in this quotation for poles is based on material prices at the time of this quotation. Price quoted in this quotation for poles will be honored for poles released for shipment within 180 days from the date of this quotation. McWane Poles reserves the right to increase pricing for poles released for shipment more than 180 days from the date of this quotation if material prices increase. Freight quoted, if any, is an estimate only based on freight prices at the time of quotation. Freight charged will be actual freight at the time of shipping.

Agenda Date: 07/14/2022 **Agenda Item Number:** 2d

Subject:

Consider approval for the purchase of Okonite 1/0 Primary Wire for Downtown Reliability Improvement (Block 7) and Okonite 750 Primary Wire for Canyon View and Pine View Circuits.

Item at-a-glance:

Staff Contact: Laurie Mangum

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Downtown Block 7; Canyon View and Pine View Circuits

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

The Energy Services Department has been upgrading services in the downtown area as part of the revitalization process over several years. For FY23, staff has planned to upgrade block 7. For the Canyon View and Pine View Circuits, and are installing new circuits to meet the demand based on the amount of load growth for this area.

Staff Narrative (need/purpose):

Irby is the only vendor that has the rights to see Okonite Primary Wire in Utah. This wire is in our St. George City Specification.

Name of Legal Dept approver: Alicia Carlton

Budget Impact:

Cost for the agenda item: $162,250

Amount approved in current FY budget for item: $175,000

If not approved in current FY budget or exceeds the budgeted amount, please explain funding source:

N/A

Description of funding source:

Impact fees.

Recommendation (Include any conditions):

Staff recommends approval of the sole source purchase.

Quotation

irby
A Sonepar Company

STUART C IRBY BR 1093 SALT LAKE CTY
6312 WEST BEAGLEY ROAD
WEST VALLEY CITY UT 84128

QUOTE DATE	ORDER NUMBER
03/24/22	S012922159

REMIT TO:
STUART C. IRBY CO.
POST OFFICE BOX 843959
DALLAS TX 75284

PAGE NO. 1

SOLD TO:
CITY OF ST GEORGE
175 E 200 N
ST GEORGE, UT 84770-0000

SHIP TO:
CITY OF ST GEORGE
695 E WATERWORKS DR
ST GEORGE, UT 84770-0000
435-627-4000

ORDERED BY: RICK

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB/RELEASE NUMBER	OUTSIDE SALESPERSON
240625	OKONITE		Reed W Dalton

INSIDE SALESPERSON		REQD DATE	FRGHT ALLWD	SHIP VIA
Rhett Peters		03/24/22	Yes	

ORDER QTY	SHIP QTY	LINE	DESCRIPTION	Prc/Uom	Ext.Amt
5000EA		1	*OKON 163-23-3072 1/0 15KV AL 19 STR EPR 220MIL F/S 16X#14 FULL NEUTRAL 2500FT RL ********** SEPTEMBER LEAD TIME **********	4100.000M	20500.00
15000FT		2	*OKON 162-23-3096 750MCM 15KV 220M ALUM EPR ********** SEPTEMBER LEAD TIME **********	9450.000M	141750.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

Subtotal	**162250.00**
S&H CHGS	**0.00**
Sales Tax	**0.00**
TOTAL	**162250.00**

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

** Reprint ** Reprint ** Reprint **

Agenda Date: 07/14/2022 **Agenda Item Number:** 2e

Subject:

Consider approval of a concessionaire agreement with Southgate Cafe, LLC at the Sunbrook Golf Club.

Item at-a-glance:

Staff Contact: Marc Mortensen

Applicant Name: Jereme Johnson

Reference Number: N/A

Address/Location:

2366 West Sunbrook Drive

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

Southgate Cafe, LLC is proposing to operate a food and beverage concession at the Sunbrook Golf Club for five, one-year terms. The City reserves the right to extend, amend or renegotiate this agreement in order to facilitate any future construction and/or remodel of the clubhouse or other facilities. Per the agreement, concessionaire shall pay the city a monthly fee calculated as a percentage of gross sales as stated in exhibit "b." Staff recommends approval.

Staff Narrative (need/purpose):

Southgate Cafe, LLC has been operating the concession/restaurant at Southgate Golf Course for over a year offering great food and service to golf course patrons. They have also done an excellent job catering tournaments and the JAG program. Staff would like to continue this same service at Sunbrook Golf Club for it's patrons and tournaments.

Name of Legal Dept approver: Ryan Dooley

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval

CONCESSIONAIRE AGREEMENT

FOOD & BEVERAGE CONCESSIONS AT SUNBROOK GOLF CLUB, WITH OPTIONS FOR ADDITIONAL LOCATIONS

FOR THE CITY OF ST GEORGE GOLF DIVISION

THIS AGREEMENT is between CITY OF ST GEORGE, a Utah municipal corporation ("City"), and Southgate Café LLC, a Utah Limited Liability Company ("Concessionaire"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. City is the owner and operator of the golf courses specified in this Agreement.

2. Concessionaire desires to operate food and beverage concessions in the restaurant areas located at the clubhouses at the specified golf courses for City's Golf Division.

3. City desires to engage Concessionaire for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Concessionaire shall operate a food and beverage concession in each restaurant area located at the Sunbrook Golf Club specified for City's Golf Division as described in Exhibit "A" for an initial term of 5 years commencing as of July 1, 2022, or the date of this Agreement if later than the aforementioned date. Concessionaire may extend this Agreement for five (5) additional one-year terms, renewable on an annual basis, subject to prior written approval by the City and completion of a mutually agreed to amendment setting forth the monthly fees to be paid by Concessionaire to City during each extended 1-year term. Unless otherwise agreed to by City, Concessionaire shall provide written notice of term extensions to City by regular mail at least thirty (30) days before the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective.

A. All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

B. City reserves the right to extend, amend or renegotiate this Agreement in order to facilitate any future construction and/or remodeling of the clubhouse or other facilities.

C. Notwithstanding, any other terms hereof either party may terminate this agreement after the first year of the term by providing the other party written notice of the election to terminate no later than 30 days after the expiration of the first year of the term.

City shall provide Concessionaire with six (6) month written notice of its intent to extend, amend or renegotiate this Agreement to facilitate any construction or remodeling of any capital improvement projects.

2. Concessionaire shall have exclusive right to sell food and beverages on grounds, buildings and facilities (the "Premises") specified by City at the specified golf courses during the term of this Agreement. Said food and beverage concession shall consist of the services and requirements listed in Exhibit "A", Scope of Work, attached and incorporated by reference.

3. City may, at its sole discretion, offer additional food and beverage concessions at other golf courses to Concessionaire during the term of this Agreement, subject to mutual written agreement to the concession fees and other terms for each new concession added to this Agreement. The parties may amend the term of this Agreement as necessary to accommodate the addition of any such new concessions without altering the contract term for the original concessions.

4. For such concession rights, Concessionaire shall pay City certain fees for services at the specified courses as stated on Exhibit "B", Schedule of Fees.

5. For such consideration, Concessionaire shall furnish all manpower, equipment and furnishings to complete the requirements and conditions of this Agreement, except as otherwise identified in this Agreement.

6. The following indemnification requirements apply to this Agreement:

A. Contractor shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Contractor's intentional, reckless, or negligent performance hereunder. Contractor's duty to defend City shall exist regardless of whether City or Contractor may ultimately be found to be liable for anyone's negligence or other conduct. If City's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Contractor shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Contractor to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section 6 shall survive the termination of this Agreement.

B. City assumes no responsibility for any damage or loss that may occur to Contractor's property, except the obligation City assumes that it will not willfully or intentionally damage the property of Contractor. City has no responsibility for Contractor's employees.

Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

7. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) Any insurance coverage required herein that is written on an "occurrence" form rather than on a "claims made" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department's current *Listing of Approved Sureties (Department Circular 570), as amended.*

(3) Concessionaire shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Concessionaire shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Concessionaire hereunder.

(5) All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days' prior written notice to City or 10 days' prior written notice for cancellation due to non-payment of premiums.

B. REQUIRED INSURANCE POLICIES. Concessionaire, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

(1) Workers' compensation and employer's liability insurance sufficient to cover all of Concessionaire's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Concessionaire shall require its subcontractor(s) similarly to provide workers' compensation insurance for all the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with a policy endorsement naming City of St. George as an additional insured on a primary and non-contributory basis in comparison to all other insurance including City's own policy or policies of insurance, in the minimum amount of $1,000,000 per occurrence with a $3,000,000 general aggregate and $3,000,000 products completed operations aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Concessionaire, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Concessionaire's operations under this Agreement, whether performed by the Concessionaire itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for Premises operations, acts of independent contractors, and completed operations.

(3) Concessionaire shall procure and keep in force fire and extended coverage insurance upon its betterment and improvements to the property, furniture, furnishings, fixtures, and equipment owned by Concessionaire to the full insurable value of same and shall furnish City with evidence that such coverage has been procured and is maintained in full force and effect during the term of this Agreement.

(4) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with City as an additional insured, in the minimum amount of a combined single limit of $3,000,000 per occurrence OR $1,000,000 Liability per person, $3,000,000 Liability per occurrence, and $250,000 Property Damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

(5) Dram Shop Liability insurance providing coverage for any and all liability pursuant to the distribution and use of alcohol on the subject property, in the minimum amount of $3,000,000 general aggregate and $1,000,000 per occurrence with City as an additional insured.

8. Concessionaire shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Immigration Accountability and Enforcement Act. Any violation of applicable law shall constitute a breach of this Agreement and Concessionaire shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

9. Concessionaire shall pay on or before the date due all taxes, assessments or charges which during the term hereof may become a lien upon or be levied by the State, County,

City or other tax levying body on all personal property of Concessionaire located upon and all improvements made to the Premises by Concessionaire in connection with Concessionaire's use and occupancy thereof, and upon the possessory interest of Concessionaire in the Premises, which shall specifically include, but not by way of limitation, taxes levied under Section 59-4-101, Utah Code, as amended, if applicable.

10. City may, without prejudice to any right or remedy, terminate this Agreement for cause in the event Concessionaire fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after thirty (30) days written notice from City of such default or breach. If Concessionaire is declared to be bankrupt or insolvent according to law, or if any assignment of its property is made for the benefit of creditors, then in either of said cases or events this Agreement may be terminated and City may, at its option, immediately or at any time thereafter, without demand or notice, enter into, and upon, the Premises or any part thereof, and repossess the same, and expel said Concessionaire and those claiming by, through, or under it, and remove its effects, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of concession fees or preceding breach of covenant.

11. This Agreement shall be subject to termination, in whole or in part, by Concessionaire under the following conditions:

A. City's cessation of use or abandonment of any golf course covered by this Agreement.

B. The default of City in the performance of any material covenant contained in this Agreement to be performed by City and the failure of City to remedy its default, for a period of (60) days after receipt from Concessionaire of written notice to remedy the default.

C. Concessionaire may cancel this Agreement with sixty (60) days prior written notice to City for reasons of Concessionaire's financial duress which City may verify by an examination of Concessionaire's records in accordance with generally accepted auditing standards (GAAS). City may require that Concessionaire show a net loss during the past four (4) months of operation to establish financial distress.

12. If the Agreement is canceled or terminated as provided herein, Concessionaire shall pay City the amount due on a pro rata basis as calculated by City.

13. Concessionaire, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

14. **REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.** Concessionaire represents that it has not: (1) provided an illegal gift or payoff to a City officer or

employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance.

15. **GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT**. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Concessionaire pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Concessionaire. Any materials for which Concessionaire claims a privilege from disclosure shall be submitted marked as "Business Confidential" and accompanied by a concise statement of reasons supporting Concessionaire's claim of business confidentiality. City will make reasonable efforts to notify Concessionaire of any requests made for disclosure of documents submitted under a claim of business confidentiality. Concessionaire may, at Concessionaire's sole expense, take any appropriate actions to prevent disclosure of such material. Concessionaire specifically waives any claims against City related to disclosure of any materials required by GRAMA.

16. Concessionaire shall at all times comply with all federal, state, and local environmental laws and regulations as the same may apply to the Concessionaire's acts and responsibilities in connection with this Agreement and use due care with respect to such acts or responsibilities. Concessionaire acknowledges and agrees that the indemnity obligations contained in this Agreement include, but are not limited to, the obligation to indemnify, save harmless, and defend City as set forth herein with respect to environmental matters, which may include, among other things, all fines, judgments, actions, penalties, administrative proceedings, demands, damages, mitigation, remediation, and any decreases in the value of City's property as a result of Concessionaire's acts or omissions pursuant to this Agreement. Upon the occurrence or discovery of any matter having adverse environmental impacts, which matter is the act or within the responsibility of Concessionaire, Concessionaire shall immediately notify City's Director of Golf and promptly take, at its sole expense, all necessary actions to comply with all relevant environmental laws.

17. Concessionaire is not an employee of City for any purpose whatsoever. Concessionaire is an independent contractor at all times during the performance of the services specified herein.

18. All notices shall be directed to the following addresses:

City: City of St. George
Attn.: Director of Golf Operations

(For U.S. Postal Service delivery)
175 East 200 North
St. George, Utah 84770
-OR-
(For hand delivery to same address)

With a copy to:

City: City of St. George
Golf Division
Attn.: Director of Golf Operations
1975 S. Tonaquint Drive
St. George, Utah 84770

Concessionaire: Southgate Café, LLC
1742 W. 1275 N.
Farr West, Utah 84404
Attention: Shawn & Rhonda Moss

19. This Agreement may be assigned by either party but only with the prior written consent of the other party.

20. Concessionaire's obligations are solely to City and City's obligations are solely to Concessionaire. This Agreement shall confer no third-party rights whatsoever.

21. Concessionaire certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Concessionaire must notify City's Contracts Administrator within thirty (30) days if Concessionaire has been debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

22. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Concessionaire and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Concessionaire's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Concessionaire that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

23. This Agreement shall be enforced in and governed by the laws of the state of Utah.

The parties are signing this Agreement as of the date stated in the introductory clause.

CITY OF ST. GEORGE

By _____

Title _____

ATTEST AND COUNTERSIGN:

_____
City Recorder

APPROVED AS TO FORM
City of St. George Attorney's Office
Date _____

Sign _____

Print name: _____

Southgate Café, LLC

By _____

Title Registered Agent

ACKNOWLEDGMENT

State of UTAH)
:ss
County of DAVIS)

The foregoing Agreement was acknowledged before me this 22nd day of JUNE, 2022, by SHAWN MOSS, the
(Name of person signing Agreement)
REGISTERED AGENT of Southgate Café, LLC, a Utah Limited Liability Company

NOTARY PUBLIC CAROL A KIBBIE COMM. # 720221 MY COMMISSION EXPIRES SEPTEMBER 3, 2025 STATE OF UTAH

_____
NOTARY PUBLIC, residing in
DAVIS County

EXHIBIT "A"

Scope of Work

FOOD & BEVERAGE CONCESSIONS AT SUNBROOK GOLF CLUB, WITH OPTIONS ON ADDITIONAL FACILITIES

GENERAL CONDITIONS

A. Concessionaire, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the State Division of Corporations and Commercial Code.

B. Concessionaire shall have full time and/or part-time employees who are properly trained to operate all equipment to be used in performance of this Agreement and to perform the services outlined in accordance with City requirements.

C. Concessionaire shall assume full responsibility for damage to City property caused by negligence or abuse by Concessionaire's employees or equipment, as determined by designated City personnel.

D. Concessionaire shall possess and keep in full force all licenses and permits required to perform the services of this agreement.

E. City reserves the right to inspect Concessionaire's financial records for concession operations at the specified locations.

RESPONSIBILITIES OF CONCESSIONAIRE

Concessionaire shall provide the services listed below and conform with the conditions of this Agreement which shall include, but may not be limited to, the following.

A. **Description of Concession**

1. During the term of this Agreement Concessionaire shall be granted exclusive right, at the following Golf Course(s): Sunbrook Golf Club. Others to be determined.

Concessionaire shall operate a restaurant concession and sell food and beverages (including alcoholic beverages) to all patrons of said golf course(s) as well as the general public. Concessionaire may serve beer and other alcoholic beverages at the concession provided that, Concessionaire secures required licensing and complies with all applicable laws, ordinances and regulations. Any significant change in the liquor laws of the State of Utah shall result in a renegotiation of any part of this Agreement dealing with the sale of alcohol.

2. Concessionaire accepts the concession Premises in its present physical condition, upon occupancy. Concessionaire, at its own expense and liability, shall make all improvements necessary and acquire all personal property to perform this contract. Concessionaire shall be responsible for the maintenance and repairs of its own property, for the repairs of any City equipment used in the operation of Concession, and the repairs to any City property damaged as a result of the negligence of a Concessionaire employee or customers. Concessionaire shall maintain all of its property in a quality manner throughout the term of this contract. The term "quality" shall be defined as clean, in a safe condition, free from any defects, in compliance with Southwest Health Department code, and otherwise maintained to the satisfaction of the City. Concessionaire shall operate the concession in a manner not to interfere with public use of the premises.

3. In the event of conflict between the Concessionaire herein and any other Concessionaire at said golf course as to the items and merchandise to be sold by the respective Concessionaires, Concessionaire agrees that City shall make the final decision as to which items or merchandise may be sold. Concessionaire agrees to be bound by the decision of City.

B. **Investment by Concessionaire**

1. Concessionaire's investment into equipment and furnishings shall commence immediately upon execution of this Agreement and shall be completed no later than sixty (60) days following execution of this Agreement. The City shall provide the basic equipment and furnishings which shall be necessary to conduct business in a proper manner, and all other items necessary to the concession. Concessionaire may add additional equipment at the Concessionaire's own expense. Concessionaire shall maintain and provide City with a list of all its equipment at the concession. Said inventory list shall identify each piece of equipment by brand name, model number and serial number. Concessionaire shall provide City with written notification of changes to the equipment inventory and explanation of equipment change. Concessionaire shall provide City with a current copy of its equipment inventory upon request of the City.

2. All of the above items to be furnished by Concessionaire shall be subject to approval of the Southwest Health Department and the Director of Golf for the City of St. George Golf Division. Concessionaire shall make no alterations, additions or replacements without obtaining City's written approval prior to making such changes.

C. **Hours of Operation**

Concessionaire shall communicate with the Golf Course Head Golf Professional or his designee daily to determine appropriate hours of operation to ensure consistency and quality service to golfers and the public. Concessionaire shall have the concession open for business to the public during normal golf operating hours or at the times designated by the Golf Course Head Golf Professional or his designee. As a general rule, City anticipates that these hours of operation

will be from dawn to dusk. Exceptions to hours of operations must be approved by Golf Course Head Professional or his designee. However, Concessionaire shall not be required to remove paying customers from the premises in the event customers are still patrons of Concessionaire at the time of closing, unless Concessionaire so desires.

D. Type of Operation

The food and beverage concession shall be operated as a convenience to the golfing public and the public in general; therefore, all food, beverages, confections and other items sold or kept for sale under the concession shall be of high quality and must conform in all respects to applicable federal, state, Washington County, Southwest Health Department, City of St. George food laws, ordinances and regulations. All food and other merchandise kept for sale shall be subject to inspection by City. Concessionaire shall maintain continuously all required food and beverage concession licenses, shall maintain said food and beverage concession to first-class standards, and shall continuously maintain all required beer and other alcohol licenses. Concessionaire shall ensure that all employees are properly licensed with food handler permits, as required by the State of Utah and the Southwest Health Department. Concessionaire shall, at its own expense, maintain and operate the concession in a first class manner in the areas of the clubhouse for which Concessionaire is contractually responsible and shall keep the portions of the Premises that it occupies or controls in a safe, clean and inviting condition at all times satisfactory to City.

Concessionaire shall offer the following services:

1. Concessionaire shall furnish at a minimum a variety of food and beverage menu items, including hot and cold fast foods (i.e. sandwiches, hamburgers, hot dogs, french fries, fruits, vegetables and other similar light meal items) snack foods (i.e. chips, candy bars, energy bars, and other pre-packaged goods) and fountain soft drinks and related beverages. Concessionaire also shall offer healthy, fresh and appealing food and beverage choices that may not normally be available at a golf course facility.

2. Concessionaire shall provide banquet services for special events, such as tournaments, banquets, corporate events, private parties, business luncheons, breakfasts and other social gatherings. Such services shall include offering a variety of high quality, full course and light course meals that include preparation, service, clean up, etc. Tournament food services shall be coordinated with the Golf Course Head Golf Professional.

3. Concessionaire shall not prohibit individual golfers or other individuals from bringing their own food and/or non-alcoholic beverages onto the Premises. No action will be taken against individual golfers or the general public. Concessionaire may prohibit private food and beverage in the dining room, banquet/meeting areas and patio seating areas, and may prohibit group events from providing their own food and beverage on the Premises. Any exception to this policy prohibiting group events from bringing their own food and beverage must be approved in advance by Concessionaire.

4. Concessionaire may provide or sell beer and other alcoholic beverages at the Premises, provided that Concessionaire obtains all required licenses and permits and complies with all applicable laws, ordinances and regulations. While the City's golf staff may, but is not required to, assist in communicating to the public information about Concessionaire's beer, alcohol and other licenses or permits, Concessionaire shall be solely responsible for monitoring compliance by itself and the public with such licenses, permits, laws ordinances, and regulations.

5. Concessionaire shall operate an on-course food and beverage snack cart at Concessionaire's sole discretion and sole expense of acquiring cart and all food and beverage to be sold from snack cart. Concessionaire shall also be responsible for all maintenance and repair costs of beverage cart. Concessionaire shall coordinate snack and beverage cart services with Golf Course Head Professional daily to determine if services are needed to ensure consistency and quality service to golfers and the public. **FOOD & BEVERAGE CART IS OPTIONAL AND IS NOT PART OF THIS RFP.**

6. Concessionaire shall decorate the food and beverage concession bar and seating area with appropriate décor as it relates to golf and general relaxed feel.

7. Concessionaire shall implement a process to obtain customer satisfaction information including customer comment cards.

8. (OPTIONAL) If Concessionaire has or develops a website showcasing its food and beverage products and services Concessionaire shall coordinate with the Golf Division Director of Golf. Included on the website will be group banquet menus and pricing that City's golf staff may reference when setting up group golf outings. City shall provide a link on its golf website to the Concessionaire's website.

E. **Concessionaire's Employees**

1. Concessionaire shall retain a qualified, competent and experienced manager at the golf course to supervise the concession operations. The manager shall be authorized to represent and act in behalf of the Concessionaire.

2. Concessionaire's employees shall be courteous, efficient, clean and neat in appearance. Concessionaire shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise inappropriate manner. Concessionaire shall replace any employee working at the golf course concession whose conduct is deemed by the City to be detrimental to the best interest of the City.

F. **Disposal of Garbage and Recyclable Material.**

Concessionaire shall use City-provided dumpster(s) for the disposal of waste. If available, Concessionaire shall use City-provided recycling containers to dispose of recyclable materials, which include recycling cardboard, tin, aluminum, plastic and newspaper. The waster dumpsters are used for City's golf course operation but are shared with Concessionaire.

1. If City begins providing yard and green waste containers that accept food waste, Concessionaire shall, to the extent practicable, separate and dispose of its food waste in such containers.

2. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Premises is not permitted.

G. **Quality, Price and Product Control**

Concessionaire shall serve and dispense high quality foods and products in adequate portions and at prices comparable to other restaurants and golf courses in the Washington County area. All prices charged by Concessionaire shall be approved by City. Failure to promptly correct, rectify, or modify its p rice, quality or quantity schedules upon written notice by City may be cause for cancellation of this Agreement by City.

Concessionaire shall meet with City at the beginning of each year to discuss any concerns, priorities and goals for the upcoming year.

H. **Inspection**

Concessionaire shall allow City's authorized representatives access to the Premises at all reasonable hours, for the purpose of examining and inspecting the Premises for purposes necessary, incidental to, or connected with, the performance of City's obligations hereunder or in the exercise of its governmental functions. Provided, however, that City shall notify Concessionaire 24 hours in advance of such inspection to not disrupt Concessionaire's business operations.

I. **Ingress and Egress**

Subject to regulations governing the use of the designated golf course, Concessionaire, its agents, employees, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of ingress and egress from the Premises.

J. **Redelivery**

Concessionaire shall make no unlawful or offensive use of the Premises and shall, at the expiration of the term of this agreement, or upon any earlier termination, without notice, quit and deliver up the Premises to City and those having its estate in the Premises, peaceably, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter exist.

K. **Default**

Any of the following shall constitute an event of default under this agreement:

1. Concessionaire fails to pay concession fees, and such failure continues for ten days after City has notified Concessionaire in writing of such failure;

2. Concessionaire fails to perform or observe any other term or condition of this Agreement, and such failure continues for 30 days after City has notified Concessionaire in writing of such failure;

3. Concessionaire is declared to be bankrupt or insolvent according to law, or any assignment of Concessionaire's property is made for the benefit of creditors; or

4. Concessionaire erroneously reports gross sales, which causes the concession fees to be understated and underpaid to the City.

If an event of default occurs, City may take any of the actions stated below and any such action by City shall not be considered a trespass and shall not adversely affect any other remedy that City otherwise might have against Concessionaire:

1. Terminate this Agreement;

2. Without demand or notice to Concessionaire, enter and repossess the Premises and expel from the Premises Concessionaire and anyone claiming rights in the Premises through Concessionaire; and

3. Remove Concessionaire's property or effects from the Premises, forcibly if necessary.

L. **Signs**

Concessionaire shall not erect, install, operate or permit to be erected, installed or operated in or upon the Premises any sign or other similar advertising device without having obtained prior written approval of the City, which approval shall not be unreasonably withheld. All signage shall comply with all applicable ordinances. The cost of such installation and operation shall be borne by Concessionaire.

M. **Cost of Operation**

Concessionaire shall bear, at its own expense, all costs of operating the concession and shall pay, in addition to the concession fees, all other costs connected with the use of portions of the

Premises that it occupies or controls, including interior maintenance, painting, security lighting and security surveillance services specific to those areas for which Concessionaire is contractually responsible, light bulb replacement, insurance, any and all taxes (including any privilege taxes), janitor service and supplies, and all permits and licenses required by law. Concessionaire is responsible for any food spoilage losses as a result of equipment outages and is encouraged to carry insurance to protect against such loss.

N. **Maintenance Repairs**

Concessionaire shall, at its own expense, maintain and operate the concession in a first-class manner. Concessionaire shall bear, at its own cost and expense, all costs to maintain and repair all fixtures and equipment (including maintenance/repairs and accompanying costs on all kitchen, banquet/meeting areas, dining room, snack bar, patio, storage room, and other concession related equipment, whether provided by City or Concessionaire) with the exception of the physical structure of the clubhouse, air management systems and utility connections. Notwithstanding the forgoing if damage is a result of Concessionaire's use, misuse or abuse. Concessionaire shall keep and maintain all buildings, improvements and equipment in a good state of repair and maintenance, reasonable wear and tear excepted, and shall not commit or allow waste with respect to any portion of the Premises that it occupies or controls. Concessionaire shall at its own cost replace any and all equipment as needed.

O. **Customer Feedback**

City reserves the right to either on its own or in coordination with Concessionaire evaluate the public's satisfaction with the quality, quantity, price, overall value, facility cleanliness, and other factors relating to the product and service provided by Concessionaire. Methods of evaluation include word of mouth comments to City's golf staff, questionnaires to the public and secret shopper programs. If an evaluation results in concerns with any of these categories of product or service, upon written notification from City, Concessionaire shall have 60 days to resolve the problem(s) to the satisfaction of the City. If necessary, improvements are not completed within 60 days, this Agreement may be terminated by City.

P. **Damage to Premises**

1. If the portion of the Premises occupied or controlled by Concessionaire is partially damaged by fire, explosion, the elements, the public, or other casualty that is not the result of any acts by Concessionaire, but not rendered untenable, the same shall be repaired with due diligence by City. If the damage is so extensive that, in the opinion of the City, it renders such portion of the Premises untenable, but capable of being repaired in thirty (30) days, the damage shall be repaired with due diligence by City, and the concession fees payable shall be proportionately paid up to the time of such damage and thereafter cease until such time as such portion of the Premises is the result of any act by Concessionaire, all costs of the repair shall be borne by Concessionaire.

2. In the event the portion of the Premises occupied or controlled by the Concessionaire, in the opinion of the City, is destroyed by fire, explosion, the elements, the public enemy, or other casualty that is not the result of any act by Concessionaire, or so damaged that they shall remain untenable for more than thirty (30) days, City shall be under no obligation to repair and reconstruct such portion of the Premises, and concession fees payable under this Agreement shall be proportionately paid up to the time of such damage or destruction, and shall thenceforth cease until such time as such portion of the Premises may be fully restored. If within twelve (12) months after the time of such damage or destruction such portion of the Premises has not repaired or reconstructed, Concessionaire shall give City written notice of its intention to cancel this Agreement in its entirety as of the date of such damage or destruction. If the damage or destruction to such portion of the Premises is the result of any act by Concessionaire, Concessionaire shall be liable to City for the replacement cost (if destroyed) or for the cost of any repair or restoration (if such portion of the Premises is repaired or restored). In the event that Concessionaire's equipment and/or furnishings are destroyed due to negligence or willful misconduct by City, and the cost of such loss is not covered by Concessionaire's insurance, City shall reimburse Concessionaire for the fair market replacement value of such equipment and/or furnishings, and, at its discretion, may take ownership and possession of the damaged equipment and/or furnishings that were replace.

Q. Rules and Regulations

City shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the designated golf course and related facilities which Concessionaire shall observe and obey. City's Director of Golf has the authority to enforce this agreement on behalf of City and may authorize other City employees to help administer this agreement.

R. Non-Appropriation of Funds

All financial commitments by City shall be subject to the appropriation of funds approved by the City Council and the limitations on future budget commitments provide under applicable Utah law, including the Utah Constitution. This agreement shall be enforceable against City only if the City Council provides the necessary funding therefore. If the funds are not appropriated or are otherwise unavailable, City may terminate this agreement, without penalty, by giving thirty (30) days written notice to Concessionaire.

S. Termination

Upon termination of the Agreement through passage of time or otherwise, all right, title of interest of Concessionaire in or to any of the improvements and fixtures, including carpets, that have been affixed to the real property constituting the portion of the Premises occupied or controlled by Concessionaire shall immediately be vested in the City. All other personal

property of Concessionaire such as furniture, fixtures, and equipment installed during the term of this Agreement that has not been attached or affixed to the Premises shall remain the property of Concessionaire upon such termination of the Agreement subject, however, to the right of City or the next concessionaire to acquire, within thirty (30) days after such termination, all of Concessionaire's right, title and interest in and to all or any part of such personal property upon payment to Concessionaire of an amount equal to the fair market value of said personal property, as determined by a third-party appraisal. To augment the third-party appraisal, the original purchase value of said personal property shall be established by verified invoices showing date of purchase, amount paid, whether equipment was new or used, and date of initial use on the Premises hereunder. Provided however, and notwithstanding anything to the contrary herein, in the event that City voluntarily terminates this Agreement for reasons other than negligence or willful misconduct by Concessionaire, then Concessionaire shall be under no obligation to sell any part of its personal property to City or next concessionaire hereunder. If neither City nor the next concessionaire desires to purchases any or all of Concessionaire's personal property upon termination of this Agreement, Concessionaire shall remove such personal property from City's property within one week from when it is first notified of the election not to purchase by City and the next concessionaire.

T. Holding Over

In the event the Concessionaire shall hold over and remain in possession of the Premises under this Agreement after the expiration date without written renewal or extension of the Agreement, it shall only create a tenancy from month to month, which may be terminated any time by City.

U. **Attorney's Fees**

In the event any action or proceeding is brought to collect fees and other charges due, or any portion thereof, to take possession of the Premises, to enforce compliance with this Agreement or to remedy Concessionaire's failure to observe any of the covenants of this Agreement, Concessionaire shall pay City such sum as the court may adjudge reasonable as attorney's fees and costs to be allowed in the suit, action or proceedings.

V. **Safety**

Concessionaire shall be responsible for maintaining a safe environment in the portion of the Premises occupied or controlled by Concessionaire. Concessionaire shall immediately notify City of any unsafe conditions of the Premises, as well as any unsafe practices occurring thereon, and work with City to correct that practice or condition. Concessionaire shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring on or from the portion of the Premises occupied or controlled by Concessionaire. Concessionaire shall cooperate fully with City and law enforcement in the investigation of any accidental injury or death occurring on or from such portion of the Premises, including providing a prompt report to City.

W. **Non-Waiver**

Any waiver of or breach of any covenant to be performed by Concessionaire shall not be deemed a continuing waiver and shall not bar or prevent City from declaring a forfeiture for any succeeding breach of the same condition or covenant.

X. **Security**

Concessionaire shall be responsible for providing, at its own cost, security surveillance services and security lighting in the portion of the Premises that it occupies or controls.

Y. **Accounting Records**

Concessionaire shall maintain all records necessary to properly account for all monies received by Concessionaire through the operation of the concession. Concessionaire shall maintain records for at least four (4) years after this Agreement terminates or until all audits initiated within that four (4) year period have been completed, whichever is later. Concessionaire shall allow City auditors and Golf Division staff access to all records relating to this Agreement, for audit and inspection, and for monitoring of payments so that the accuracy of the records can be confirmed.

Concessionaire shall maintain a method of accounting in accordance with generally accepted accounting principles and procedures, satisfactory to City and shall correctly report and accurately reflect the gross receipts and disbursements of Concessionaire. The method of accounting, including bank accounts established for the concession, shall be separate from the accounting system used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs. Such method shall include the following documents:

1. Regular books of accounting such as general ledgers or City approved computer accounting programs.
2. Journals, including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and federal income tax returns, and sales tax returns.
4. Cash register tapes (daily tapes may be separated but shall be retained so day-to-day sales can be identified).
5. Any other reporting records City deems necessary for proper reporting of receipts.

Catering Service for City Events ***(OPTIONAL SERVICE)***

A. Concessionaire may provide catering services for City events as described in paragraph B below. Catering service for City events shall not be considered a golf concession service and shall not be subject to concession fee requirements. Concessionaire are permitted to use golf course facilities to prepare food or beverages for City catering events.

B. Concessionaire shall have the option to provide catering services to City departments, divisions and City related councils and commissions ("City Catering Service") on an as requested basis at locations specified by the requesting City agency. Concessionaire shall negotiate food and beverage items and prices with the requesting City agency. If prices and service cannot be agreed upon by the parties, Concessionaire shall not be required to provide catering service. If a City Catering Service is agreed upon, the price, food service and other details shall be described in writing. Invoices for catering service shall be submitted to City agency requesting the catering service. Catering service shall be non-exclusive, and City reserves the right to use other catering providers.

C. When providing food and beverage services for City-funded events, durable and non-disposable plates, cups and utensils shall be used whenever practicable.

EXHIBIT "B"

Schedule of Fees

FOOD & BEVERAGE CONCESSIONS AT SUNBROOK GOLF CLUB, WITH OPTIONS ON ADDITIONAL FACILITIES

I. **Fees**

A. For the first five (5) years of this Agreement Concessionaire shall pay City a monthly fee that is calculated as a percent of gross sales ("Percent of Gross Sales") stated in the table below. The term "Gross Sales" means total sales exclusive of sales tax.

This table shall be added to the resulting agreement(s) for each course

YEAR	Percentage of GROSS SALES LESS TAX
2022	**5%**
2023	**5%**
2024	**5% minimum. To be renegotiated after 2023**
2025	**5% minimum. To be renegotiated after 2023**
2026	**5% minimum. To be renegotiated after 2023**

B. If Concessionaire elects to extend the term of this Agreement as provided in Paragraph I of this Agreement, City and Concessionaire must mutually agree in writing to the percentage of gross sales and any other fees for the second five (5) years of this Agreement as part of the term extension process.

C. Maintenance and Repairs. Concessionaire shall pay all costs and expenses associated with maintenance and repairs of fixtures and equipment as described in Exhibit "A". City shall pay all costs and expenses associated with maintenance and repairs of the physical and exterior surfaces of the clubhouse. However, if any damage to such buildings, including their exterior surfaces, is a result of Concessionaire's use, misuse or abuse, Concessionaire shall be responsible for all costs.

II. PAYMENTS TO CITY

A. Monthly fee shall be due and payable to City on or before the 15th day of each month. A late fee of ten percent (10%) shall be assessed on any payment not received by City by the due date. Failure to pay the fees and charges, and late fees, within thirty (30) days of the due date shall constitute a breach of the terms of this Agreement and constitute just cause for termination hereof before the expiration of the term, and such unpaid amount shall bear interest until paid at the rate of an additional 1.5% per month.

B. Concessionaire shall provide a recap of each day's sales for each month. Recaps shall be due by the 15th of each month and is to be submitted with monthly fee. Concessionaire shall submit an annual recap of sales by the month at the end of each fiscal year.

Agenda Date: 07/14/2022 **Agenda Item Number:** 2f

Subject:

Consider approval of a Professional Services Agreement with Civil Science Infrastructure, Inc. for design and construction management of the Fields at Little Valley Artificial Fields project.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

175 E 200 N

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

This is a PSA for the design and construction management of the Little Valley Fields Artificial Fields project. This project will consist of the removal of the turf grass on fields 1,2, and 3. The turf grass will be replaced with artificial turf.

Staff Narrative (need/purpose):

This project will be removing over 6 acres of turf grass result in saving 15 to 18 million gallons of water annually. This project will allow for field usage during winter months when turf grass is not actively growing and play is restricted. Having artificial fields will benefit the community by providing practice and tournament space. All three of the fields being replaced have lights that allow for longer use during the darker times of the year.

Name of Legal Dept approver: Tani Pack

Budget Impact:

Cost for the agenda item: 235,200

Amount approved in current FY budget for item: 3,030,000

If not approved in current FY budget or exceeds the budgeted amount, please explain

funding source:

funded

Description of funding source:

This project is funded by the City of St George Water department (200,000), Washington County (1,500,000), Washington County Water Conservancy District (1,000,000), and the City of St George general fund (330,000),

Recommendation (Include any conditions):

Staff recommends approval

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CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR THE FIELDS AT LITTLE VALLEY - ARTIFICIAL TURF FIELDS **WITH** CIVIL SCIENCE INFRASTRUCTURE, INC.

This Agreement is made and entered into this 6/27/2022, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Civil Science Infrastructure, Inc., with offices at 1453 S. Dixie Drive, Suite 150, St. George, Utah 84770 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services including design survey, schematic design and planning, final design and construction documents, bid phase services, construction phase services, and construction staking for the Fields at Little Valley - Artificial Turf Fields Project (hereinafter called the PROJECT); and

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

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

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

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT 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 CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract

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between CONSULTANT and CITY. In addition, CONSULTANT 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 CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT 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 CONSULTANT 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. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

d. CONSULTANT 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. CONSULTANT 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. CONSULTANT, 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, disability or marital status in its employment practices.
g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT 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. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 40% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'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. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit 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. CONSULTANT 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 Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of

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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. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
   c. CONSULTANT 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 CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT 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 CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**
   a. CONSULTANT 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, CONSULTANT shall attest those subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT 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.

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d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT 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 CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'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, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 Exhibit "A". However, CONSULTANT 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 CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT 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 CONSULTANT 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 CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT 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.

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9. **ACCURACY AND COMPLETENESS.**
   a. CONSULTANT 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 CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**
   a. CITY retains and employs CONSULTANT, 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 CONSULTANT will provide the services without supervision from CITY. CONSULTANT 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 CONSULTANT and CITY.
   d. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT 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 CONSULTANT.
   g. Neither party has the right to bind or obligate the other in any way. CONSULTANT 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: CONSULTANT 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

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agreement or as changed as provided herein. CONSULTANT'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 CONSULTANT, his 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.
   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: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code 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. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
   iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT 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. CONSULTANT 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 CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

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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. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

ii. CONSULTANT 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 CONSULTANT, his 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 CONSULTANT 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. CONSULTANT shall carry and maintain business automobile insurance coverage on each

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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 CONSULTANT 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. CONSULTANT 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 CONSULTANT, 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. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
   iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'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 CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT 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 CONSULTANT or CONSULTANT'S insurer, and CONSULTANT 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, CONSULTANT 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 CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT 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 CONSULTANT of any obligations under this agreement.

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13. **DOCUMENTS.**

a. All data used in compiling CONSULTANT'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, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, 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. CONSULTANT 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 CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT 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 CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

e. CITY will hold harmless CONSULTANT 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 CONSULTANT.

14. **RECORDS.**

a. CONSULTANT 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. CONSULTANT 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 CONSULTANT.

b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

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c. CONSULTANT 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 CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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	CONSULTANT:	Civil Science Infrastructure, Inc. 1453 S. Dixie Drive, Suite 150 St. George, Utah 84770
Attention:	Shane Moore	Attention:	Cody Howick

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

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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. 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.** CONSULTANT 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 CONSULTANT and supersedes and replaces all terms and conditions

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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 CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

DocuSigned by:
Michele Randall
45F03D8BD52747F...
Michele Randall, Mayor

Attested:

DocuSigned by:
13455BEE25724B4...
Christina Fernandez, City Recorder

OWNER: CIVIL SCIENCE INFRASTRUCTURE, INC.

DocuSigned by:
910EF18554E8437...
Cody Howick, Office Manager

Approved as to form:

DocuSigned by:
Tani Downing
EE4160865D91402...
Tani Pack Downing, City Attorney

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EXHIBIT A

June 7, 2022

St. George City
Park Planning Division
Attn: Mark Goble, PLA
390 North 3050 East
St. George, UT 84790

RE: Little Valley Fields Artificial Turf Renovation
Professional Services Proposal

Dear Mr. Goble,

Civil Science (CS) is pleased to submit this proposal for professional services for the Project referenced above. We appreciate the opportunity to provide these services to St. George City (City) and are focused to provide the highest quality work, in a timely manner, and are committed to developing a successful project and continued relationship.

PROJECT UNDERSTANDING

The Fields at Little Valley are the City's largest multi-use sports fields used for numerous city-wide sports leagues and weekend tournaments. In 2016 & 2018, four of the five fields were upgraded to sand-based root zone fields and planted with a Tifway 419 Bermuda natural turf for higher performance play. During winter months, these fields are overseeded with a rye grass similar to how local golf courses manage their fairways. This requires a grow-in period every year for the rye grass that demands water from our local resources. Based on the current climate for water use in our region, the City has sought approximately $3M in funding to renovate the three lighted sports fields with artificial turf as shown below.



CivilScience
3160 W. Clubhouse Drive, Ste. A
Lehi, UT 84043
P| (801) 768-7200 | F| (801) 768-7201
1453 S. Dixie Drive, Ste. 150
St. George, UT 84770
P| (435) 986-0100
405 Main Street, Ste. 975
Salt Lake City, UT 84111
P| (801) 768-7200
www.civilscience.com

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405 Main Street, Ste. 975
Salt Lake City, UT 84111
P| (801) 768-7200

With the necessity to reduce water usage in our region, the City is seeking assistance from CS to complete the engineering, construction documents and provide construction oversight for the Project. While artificial turf fields are not unusual in Washington County, these will be the first artificial turf fields owned by any municipality in Southern Utah and therefore experience with planning, design and construction of these fields will be essential to the success of the Project. Accordingly, CS has teamed with Lloyd Sports Engineering, a national leader in the planning, design and management of artificial turf fields. They are on the leading edge of the latest in artificial turf design, where many of their projects involve renovation and modernization of facilities and sites, especially in arid regions of the US. Their experience, coupled with CS's local knowledge and engineering of the site will prove dividends to the City in the maintenance and long-term care of the facility and its lifespan.

SCOPE OF WORK

Based on the Project Understanding outlined above, CS will provide the following services where tasks will include:

Design Survey

1. Review and collect data pertinent to the design, obtain information from utility owners and previously completed work and incorporate into the base map.
2. Coordinate with the City for as-builts and/or record drawings for the Project area.
3. Provide design survey for the project, set control, perform topographical GPS survey, and provide updated aerials via UAV.
4. Complete mapping of utilities based upon St. George City's mobile app supplemented with apparent points collected in the field with GPS equipment.
5. Collect of flowlines and inverts for gravity utility systems (sewer, storm drain, etc.)
6. Process GPS field collection data and extract surface data from drone imagery.
7. Prepare a base map for the Project including basic linework, symbols, spot elevations, and contours.
8. Install control points for future use during the design and construction phases of the Project.

Assumptions:

- *All work is assumed to be within the City property, therefore no boundary survey or property platting is required.*

Schematic Design & Planning (30%)

1. Coordinate and meet with the City and/or stakeholders as required to review goals, objectives, scope and schedule for the Project.
2. Perform 30% planning and schematic design; accomplish initial layouts, alignments, profiles, for the Project based upon the design survey, base map, and other documents outlined in the Project Understanding.
3. Prepare evaluations of the Project including up to two (2) options for field renovation, turf extents, field profiles, materials, turf system, etc. These evaluations will include a typical renovation (Field 1) and a sand-based renovation (Fields 2 & 3) based on conversations and meeting with the City.
4. Prepare a preliminary construction schedule, construction estimate, cost model, and other requirements for construction.

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5. Identify initial approach to grading and drainage of each field based on the existing conditions of the site.
6. Prepare a preliminary site plan and colored plan renderings to illustrate the intent of the project for public presentation.
7. Prepare precedent images, materials palette, landscape standards, treatments, transitions, etc. required for the Project.
8. Consider xeriscape and stormwater management techniques for sustainability to be used in the final design.
9. Complete and present a document or memorandum for the Project that includes all design concepts, model results, sizing, material, capacities and analyses that will be included in the final design. This document will be in outline form and may include a request to the City for concurrence with its contents.
10. Prepare and provide an opinion of probable cost for the entire project for 30% Schematic Design and Planning Phase.
11. Submit 30% Schematic Design and Planning to the City for review.

Final Design & Construction Documents

1. Coordinate and meet with the City and/or stakeholders as required to review goals, objectives, scope and schedule for the Project.
2. Incorporate comments from 30% Schematic Design review, up to one comment response.
3. Perform final design; accomplish detail design; including final layouts, elevations, and details; finalize incorporation into the contract documents, construction drawings, and specifications to show the character and scope of work to be performed by contractors on the Project.
4. Prepare and provide construction drawings which are anticipated to include: cover sheet, general sheets, survey control sheets, demolition/existing conditions plan sheets, site plans, grading and drainage plans, cross sections, landscape plans, irrigation plans, and detail sheets.
5. Prepare and provide special provision specifications for the Project which may include general requirements, measurement and payment, artificial turf, irrigation specifications. Typical bid items are anticipated to be covered by the City standard specifications.
6. Prepare and provide bidding documents that will include a bid schedule, quantity takeoffs, and specification references for each bid item.
7. Prepare and provide contract documents as required by the City.
8. Prepare and provide an opinion of probable cost for the entire project for the Final Design and Construction Documents.
9. Submit final documents to the City for review, assist and support the City in obtaining approvals of the final design by other departments and JUC.
10. Incorporate comments from final review, up to one comment response and prepare final documents for signature and reproduction.

Assumptions:

- *The City will provide a geotechnical report for the Project, if required. CS will coordinate with Landmark Testing for necessary recommendations.*
- *CS may use sub-consultants and others as may be required to complete a portion of the Scope of Work outlined above upon approval from the City.*

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- *The contractor will be required to provide a SWPPP as part of the construction contract and therefore is not included in the design.*
- *It is assumed no drainage study or detention facilities are required based on the fact the park is completed and all drainage facilities were built in 2016 & 2017.*

Bid Phase Services – Provide bid phase services (approximately 50-man hours) as requested by the City and as allowed by the available budget, specific tasks may include:

1. Assist in advertising the Project for public bid.
2. Participate a pre-bid meeting, answer questions, clarify expectations of the contractor, and explain design rationale.
3. Answer bid phase questions related to the construction documents.
4. Issue addenda to clarify requirements, scope, quality and quantity of the improvements to be completed.
5. Review bids with project requirements, issue a bid tabulation and letter of recommendation of award to the City.
6. Assist the City in securing contract documents, bonds, and insurance from the contractor.
7. Provide other bid phase services requested by the City and as allowed by available budget.

Assumptions:

- *The bid phase will last approximately 30 days.*
- *The City will take a lead role during the bid phase of the Project and CS will assist the City in a supportive, as needed role, within the pre-authorized fees shown.*

Construction Phase Services – Provide construction phase services (approximately 390-man hours) as requested by the City and as allowed by the available budget, specific tasks may include:

1. Participate in a pre-construction meeting, answer questions relative to expectations of the contractor, clarify drawings and specifications, etc.
2. Attend weekly progress meetings conducted by the City.
3. Review and consider submittals from the contractor.
4. Issue clarifications to the drawings and specifications.
5. Provide site visits after the weekly progress meetings and one additional inspection per week to review site conditions and status of the work, and review compliance of work completed with the requirements of the drawings and specifications.
6. Provide other construction phase services requested by the City and as allowed by available budget.

Assumptions:

- *The construction period will comprise of 180 days.*
- *The City will take a lead role during the construction phases of the Project and CS will assist the City in a supportive, as needed role, within the pre-authorized fees shown.*

Construction Staking – Provide construction staking for the Project (approximately 50-man hours) as requested by the contractor and in accordance with the Project Specifications, specific tasks may include:

1. Verify horizontal and vertical control from design surveys, set benchmarks for Contractor.

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2. Provide preliminary grading stakes and/or construction surveying.
3. Provide final grading stakes and/or construction surveying.
4. Provide utility stakes and/or construction surveying.
5. Provide retaining wall stakes and/or construction surveying.
6. Provide building and other structure stakes and/or construction surveying.

Assumptions:

- *CS will provide a construction staking specification detailing the exact staking efforts that are necessary for the project.*
- *Any effort above and beyond this shall be paid for by the Contractor as part of the construction contract.*

FEE PROPOSAL

CS proposes to complete the Scope of Work outlined above as follows:

Phase	Task Description	Fee			Fee Type
		CS	Lloyd	Total	
Planning & Design	Design Survey	$9,300	-	$9,300	Lump Sum
	Schematic Design & Planning (30%)	$17,900	$41,400	$59,300	Lump Sum
	Final Design & Construction Documents	$59,700	$36,800	$96,500	Lump Sum
			Subtotal	**$165,100**	**Lump Sum**
Bid & Construction	Bid Phase Services	$6,200	-	$6,200*	Hourly
	Construction Phase Services	$51,800	$5,800	$57,600*	Hourly
	Construction Staking	$6,300	-	$6,300*	Hourly
			Subtotal	**$70,100***	**Hourly**

*CS may alter the distribution of compensation between individual tasks of the Scope of Work to be consistent with services rendered but shall not exceed the total hourly compensation amount.

Professional fees shown are not to exceed unless upon written authorization from the City. Professional services rendered for the Hourly Fee Type will be completed by CS at the rates and fees given in the attached Exhibit A.

ADDITIONAL SERVICES

The City may authorize the CS to furnish or obtain from others additional services of the types listed below, which are not included in the basic Scope of Work. If such additional services are authorized by the City, then CS shall be entitled to an equitable increase in compensation for such additional services.

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1. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Laboratory tests, well tests, borings, hydraulic investigations, soils investigations, water quality studies, or other studies or tests recommended by the Engineer and completed by the Engineer, the Engineer's consultants, or specialists in the discipline, subject to the provisions outlined in this agreement, regardless of which phase of the project the studies or tests are requested or occur in.
4. Searching out property owners and negotiating for easements, land, or rights-of-way, etc.
5. Completing property surveys, property plats, property descriptions, and abstracting.
6. Services attributable to more than one prime construction contract unless provided for otherwise in the Scope of Work.
7. Providing a Storm Water Pollution Prevention Plan for construction as it is intended to be part of construction contract.
8. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Scope of Work.
9. Providing construction phase services beyond the contract times established in the Scope of Work.
10. Preparing to serve or serving as a consultant or witness for City in any litigation, arbitration, or other dispute resolution process related to the project.
11. Services in connection with work change directives and change orders to reflect changes requested by the City so as to make compensation commensurate with the extent of the additional services rendered.
12. Evaluating an unreasonable claim or an excessive number of claims submitted by the contractor or others in connection with the work.

If the City chooses to move forward with the Project, we would recommend execution of a contract based on this Proposal in a format agreeable to both parties. We appreciate the opportunity to work with the City on this and other projects. Please call me at (435) 773-3120 with any questions or concerns.

Respectfully,

Cody Howick, PE
Office Manager, Associate

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Exhibit A – CS Standard Hourly Rates and Fee Schedule (UT1/2022)

LABOR RATES – Services provided by CS personnel will be invoiced at the hourly rates identified below:

Labor Category	Hourly Labor Rate[1]
Engineer I	$101.00
Engineer II	$118.00
Engineer III	$136.00
Engineer IV	$149.00
Engineer V	$159.00
Engineer VI	$179.00
Sr. Engineer	$199.00
Technician I	$85.00
Technician II	$99.00
Technician III	$115.00
Technician IV	$129.00
Technician V	$139.00
Technician VI	$159.00
Landscape Architect	$120.00
Sr. Landscape Architect	$152.00
Visual Designer	$127.00

Labor Category	Hourly Labor Rate[1]
Survey I	$78.00
Survey II	$105.00
Survey III	$122.00
Survey IV	$136.00
Survey V	$152.00
Survey VI	$175.00
Survey Crew – 1-Man	$125.00
Survey Crew – 2-Man	$190.00
Project Manager I	$152.00
Project Manager II	$166.00
Admin I	$65.00
Admin II	$81.00
Admin III	$99.00
Admin IV	$125.00
Admin V	$145.00

DIRECT REIMBURSABLE RATES:

Mileage	$ 0.585 / mile
Full Day Per-Diem (as necessary and agreed upon)	$ 59 / person / day
Partial Day Per-Diem (as necessary and agreed upon)	$ 44.25 / person / day
Lodging (as necessary and agreed upon)	$ Cost / Night + 15% Mark Up
Outside Consultants / Subconsultants	$ Cost + 15% Mark Up
Other Expenses or Direct Costs Occurred	$ Cost + 15% Mark Up

TIME CHARGES: Time reporting for all office personnel is based upon actual time in office. Time reporting for all field work is based upon actual field work plus travel time to and from assigned office location. Time billed in 15 minutes increments.

AUDIT PRIVILEGES: All job audit privileges of CLIENT will extend only to review, and approval of monthly invoices submitted by CS to CLIENT. Invoices prepared and submitted by CS will include copies of source documents of all expenditures including: time, travel, subcontracts, supplies, equipment, materials, or premiums. The CLIENT may review, debate, or qualify items for payment at the time of invoice review and approval and payment of invoice. CLIENT waves post job audit privileges beyond invoice approval. CS will not retain job related support documents or any other billing documents beyond the periodic period, review period, and collection by CS of invoices submitted.

ESTIMATES: Estimates are provided to the CLIENT for budgeting purposes only and are not an agreement by CS to perform the services for a lump-sum, fixed fee, or not to exceed price unless otherwise provided for in the contract. CS reserves the right to change rates used on rate-based reimbursable contracts.

[1] Rates change annually at beginning of year and may change on other occasions

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CIVIENG-01 AGALLAHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/22/2022

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

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

PRODUCER	CONTACT NAME: Ashley Gallaher
American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	PHONE (A/C, No, Ext): (801) 364-3434 625 FAX (A/C, No): (801) 355-5234 E-MAIL ADDRESS: Ashley.Gallaher@american-ins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Prop Cas Co of America	25674
INSURER B : Travelers Ind Co of America	25666
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Civil Science Infrastructure, Inc.
3160 West Clubhouse Drive
Lehi, UT 84043

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6806T188170	5/1/2022	5/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BA7R512763	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	CUP6396Y124	5/1/2022	5/1/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB8K599270	5/1/2022	5/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Prof Liability			DPR9992942	5/1/2022	5/1/2023	Each Claim	5,000,000
C	RetroDate: 5/1/2002			DPR9992942	5/1/2022	5/1/2023	Aggregate	5,000,000

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

Re: St. George - Little Valley Artificial Turf Fields Project

The City of St. George is named as additional insured, per written contract, with regards to the General Liability, Auto Liability, and umbrella liability. The General Liability is primary and non-contributory, including on-going and completed operations, Waiver of subrogation applies to the General Liability, Auto Liability, Umbrella Liability and Workers Compensation. The umbrella follows form with the General Liability, Auto Liability, and Employers Liability policies. 30 days' notice of cancellation provided; 10 for non-payment of premium.

CERTIFICATE HOLDER

City of St. George

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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GENERAL PURPOSE ENDORSEMENT POLICY NUMBER: 680-9H706597-20-47

OFFICE PAC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CGD361 (03-05) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATIONTHIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION OF COVERED OPERATIONS:Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONALINSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE", PERSONAL INJURY OR "ADVERTISING INJURY" CAUSED, IN WHOLE OR IN PART, BY:
1. YOUR ACTS OR OMISSIONS; OR
2. THE ACTS OR OMISSIONS OF THOSE ACTING ON YOUR BEHALF; IN THE PERFORMANCE OF YOUR ONGOING OPERATIONS FOR THE ADDITIONAL INSURED(S) AT THE LOCATION(S) DESIGNATED ABOVE.B. WITH RESPECT TO THE INSURANCE AFFORDED TO THESE ADDITIONAL INSURED, THE FOLLOWING ADDITIONAL EXCLUSIONS APPLY:THIS INSURED DOES NOT APPLY TO "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURRING, OR "PERSONAL INJURY" OR "ADVERTISING INJURY" ARISING OUT OF AN OFFENSE COMMITTED, AFTER:
1. ALL WORK, INCLUDING MATERIALS, PARTS OR EQUIPMENT FURNISHED IN CONNECTION WITH SUCH WORK, ON THE PROJECT (OTHER THAN SERVICE, MAINTENANCE OR REPAIRS) TO BE PERFORMED BY OR ON BEHALF OF THE ADDITIONAL INSURED(S) AT THE LOCATION OF THE COVERED OPERATIONS HAS BEEN COMPLETED; OR

2. THAT PORTION OF "YOUR WORK" OUT OF WHICH THE INJURY OR DAMAGE ARISES HAS BEEN PUT TO ITS INTENDED USE BY ANY PERSON OR ORGANIZATION OTHER THAN ANOTHER CONTRACTOR OR SUBCONTRACTOR ENGAGED IN PERFORMING OPERATIONS FOR A PRINCIPAL AS A PART OF THE SAME PROJECT.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTIO N II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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GENERAL PURPOSE ENDORSEMENT POLICY NUMBER: 680-9H706597-20-47

OFFICE PAC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG2037 (07-04) - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -COMPLETED OPERATIONSTHIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE

NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S):Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.)

A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-8K599270-20-47-E

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Agenda Date: 07/14/2022 **Agenda Item Number:** 2g

Subject:

Consider approval of a Professional Services Agreement with Sunrise Engineering for the Little Valley Pickleball Expansion project.

Item at-a-glance:

Staff Contact: Shane Moore

Applicant Name: City of St George

Reference Number: N/A

Address/Location:

175 E 200 N

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

This is a PSA for design services and construction management of the Little Valley Pickleball Expansion project.

Staff Narrative (need/purpose):

This project will expand the Little Valley Pickleball complex. There will be an additional 9 courts making this the largest pickleball facility in the state. This project will allow the City to accommodate new tournaments and expand drop in play. There is a need for more courts as Pickleball is the fastest growing sport in the country. During peak hours all City courts are being used. This project will help with overcrowding at other City facilities.

Name of Legal Dept approver: Tani Pack

Budget Impact:

Cost for the agenda item: 96,500

Amount approved in current FY budget for item: 2,095,000

If not approved in current FY budget or exceeds the budgeted amount, please explain

funding source:

funded

Description of funding source:

This project will be funded by a $1,000,000 dollar grant from Washington County and the remainder from the Park Impact fund.

Recommendation (Include any conditions):

Staff recommends approval

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CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT
FOR LITTLE VALLEY PICKLEBALL EXPANSION **WITH** SUNRISE ENGINEERING, INC.

This Agreement is made and entered into this 6/27/2022, by and between the City of St. George, a municipal corporation, with offices at 175 East 200 North, St. George, Utah 84770 (hereinafter called the "CITY"), and Sunrise Engineering, Inc., with offices at 11 North 300 West, Washington, Utah 84780 (hereinafter called "CONSULTANT").

WITNESSETH THAT:

WHEREAS, CITY desires professional services to be performed and has solicited CONSULTANT to provide engineering services including preliminary engineering design, final engineering design, permitting, bidding/negotiating, and construction administration for the Little Valley Pickleball Expansion Project (hereinafter called the PROJECT); and

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

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

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

1. **EMPLOYMENT OF CONSULTANT.**
   a. CONSULTANT is a professional Engineer licensed by the State of Utah and the City of St. George. CONSULTANT has all licenses, permits, and approvals that are legally required for CONSULTANT to practice its profession and shall keep them in effect at all times during the term of this Agreement.
   b. CONSULTANT 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 CONSULTANT and its subcontractors or agents are engaged.
   c. CONSULTANT 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. CONSULTANT 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. CONSULTANT agrees to produce, at CITY'S request, documents to verify compliance with applicable State and Federal laws. If CONSULTANT knowingly employs workers or subcontractors in violation of 8 USC § 1324a, such violation shall be cause for unilateral cancellation of the contract between CONSULTANT and CITY. In addition, CONSULTANT may be suspended from

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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 CONSULTANT or a subcontractor of CONSULTANT, CONSULTANT 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 CONSULTANT 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. CONSULTANT and subcontractors must maintain authorized documentation of the verification.

d. CONSULTANT 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. CONSULTANT 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. CONSULTANT, 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, disability or marital status in its employment practices.
g. CONSULTANT expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve CONSULTANT 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. CONSULTANT shall comply with all applicable federal, state, and local laws, regulations, and ordinances that affect those employees or those engaged by CONSULTANT on the PROJECT, and will procure all necessary licenses, permits and insurance required.
i. CITY acknowledges that CONSULTANT may employ various specialized subcontractors for up to 15% of the services provide herein. CONSULTANT shall give written notice to CITY at least seven (7) days prior to CONSULTANT's employment of the subcontractors to perform portions of the work provided for in this Agreement. It shall be solely CONSULTANT's responsibility to ensure that any of CONSULTANT'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. CONSULTANT will provide the services covered by this Agreement as described in the attached Scope of Work (Exhibit 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. CONSULTANT 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 Exhibit A.
c. CONSULTANT shall provide services in compliance with all applicable requirements of federal, state, and local laws, codes, rules, regulations, ordinances, and standards.

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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. CONSULTANT agrees to perform services as expeditiously as is consistent with professional skill and care and the orderly progress of the PROJECT. CONSULTANT shall perform the services in a timely manner according to the schedule approved by CITY.
   c. CONSULTANT 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 CONSULTANT, and without the fault or negligence of CONSULTANT, the time for the performance of the services shall be equitably adjusted by written amendment to reflect the extent of such delay. CONSULTANT shall provide CITY with written notice of delay, including a description of the delay and the steps contemplated or actually taken by CONSULTANT 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 CONSULTANT as set out in the Contract Documents, not to exceed the amounts listed in Exhibit "A".

5. **INVOICING, PAYMENT, NOTICES.**
   a. CONSULTANT 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, CONSULTANT shall attest those subcontractors involved with prior requests for payment have been paid, unless CONSULTANT provides a detailed explanation why such payments have not occurred. CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT provides a detailed explanation why such payments have not occurred or will not occur. CONSULTANT 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.

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d. If such liens, claims, security interests or encumbrances remain unsatisfied after payments are made, CONSULTANT 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 CONSULTANT, and CONSULTANT shall maintain copies of payroll distribution, receipted bills and other documents. CITY shall have the right to review all books and records kept by CONSULTANT and any subcontractors concerning the operation and services performed under this Agreement.
f. CITY shall withhold payment for any expenditure not substantiated by CONSULTANT'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, CONSULTANT shall reimburse CITY for the amount of the un-allowed expenditures. If additional money is owed to CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 Exhibit "A". However, CONSULTANT 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 CONSULTANT to perform extra services not covered by Exhibit "A", and CONSULTANT 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 CONSULTANT 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 CONSULTANT, at no cost to CONSULTANT, consist of CITY staff assistance for oversight and meetings to help perform the services. CONSULTANT 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.

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9. **ACCURACY AND COMPLETENESS.**
   a. CONSULTANT 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 CONSULTANT and shall be performed consistent with the standard of care.

10. **INDEPENDENT CONTRACTOR.**
   a. CITY retains and employs CONSULTANT, 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 CONSULTANT will provide the services without supervision from CITY. CONSULTANT 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 CONSULTANT and CITY.
   d. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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. CONSULTANT shall secure, at its own expense all personnel required in performing the services under this Agreement. The employees of CONSULTANT shall not be considered to be the employees of CITY nor have any contractual relationship with CITY. CONSULTANT 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 CONSULTANT.
   g. Neither party has the right to bind or obligate the other in any way. CONSULTANT 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: CONSULTANT 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

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agreement or as changed as provided herein. CONSULTANT'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 CONSULTANT, his 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.
   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: CONSULTANT shall take out and maintain Worker's Compensation Insurance as required by the Labor Code 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. CONSULTANT shall require each subcontractor to provide Workers Compensation Insurance for its employees unless such employees are covered by CONSULTANT.
   iii. In the event any class of employees engaged in hazardous work under this contract is not protected by the Worker's Compensation Statute, CONSULTANT 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. CONSULTANT 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 CONSULTANT, his agents, representatives, employees or subcontractors. The insurance shall remain in effect during the term of this agreement and such that claims reported beyond the date of substantial completion of this agreement are

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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. CONSULTANT shall carry and maintain Professional Liability Errors and Omissions Insurance in an amount not less than $3,000,000.00 Dollars for all work performed under this Agreement.

ii. CONSULTANT 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 CONSULTANT, his 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 CONSULTANT 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. CONSULTANT shall carry and maintain business automobile insurance coverage on each

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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 CONSULTANT 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. CONSULTANT 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 CONSULTANT, 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. CONSULTANT's failure or refusal, whatever the reason, to pay subcontractors or suppliers for Work performed under the Agreement;
   iii. claims by any employee of the CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, CONSULTANT'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 CONSULTANT or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

b. CITY shall give CONSULTANT prompt written notice of any such claims or suits filed against CITY arising out of the services provided under this Agreement. CONSULTANT 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 CONSULTANT or CONSULTANT'S insurer, and CONSULTANT 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, CONSULTANT 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 CONSULTANT'S liability. Irrespective of the requirements for CONSULTANT 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 CONSULTANT of any obligations under this agreement.

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13. **DOCUMENTS.**

a. All data used in compiling CONSULTANT'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, CONSULTANT's work, data processing output, computations, studies, audits, research, reports, models and other items of like kind prepared by CONSULTANT, 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. CONSULTANT 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 CONSULTANT with this paragraph shall be a condition precedent to CITY's obligation to make final payment to CONSULTANT. If CITY has specific requirements on the information and manner the documentation is collected, CITY shall provide those specifics to CONSULTANT 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 CONSULTANT or without restriction or limitation on its use even if documents are considered copyrighted material.

e. CITY will hold harmless CONSULTANT 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 CONSULTANT.

14. **RECORDS.**

a. CONSULTANT 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. CONSULTANT 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 CONSULTANT.

b. In the event of such termination, CITY shall pay CONSULTANT for all services actually rendered up to and including the date of termination.

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c. CONSULTANT 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 CONSULTANT, this Agreement shall govern.

17. **CONFLICT OF INTEREST.**

a. CONSULTANT 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. CONSULTANT 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. CONSULTANT 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	CONSULTANT:	Sunrise Engineering, Inc. 11 North 300 West Washington, Utah 84780
Attention:	Shane Moore	Attention:	Joseph Phillips

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

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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. 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.** CONSULTANT 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 CONSULTANT and supersedes and replaces all terms and conditions

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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 CONSULTANT effective from the day and year first written above.

CITY: CITY OF ST. GEORGE

DocuSigned by:
Michele Randall
45F03D8BD52747F...
Michele Randall, Mayor

OWNER: SUNRISE ENGINEERING, INC.

DocuSigned by:
Joseph K. Phillips
21DFC44CD832426...
Joseph Phillips, Vice President

Attested:

DocuSigned by:
13455BEE25724B4...
Christina Fernandez, City Recorder

Approved as to form:

DocuSigned by:
Tani Downing
EE4160865D91402...
Tani Pack Downing, City Attorney

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EXHIBIT A

SUNRISE ENGINEERING
11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | FAX 435.652.8416

May 31, 2022

Mr. Mark Goble, PLA
Park Planning Division
City of St. George
390 North 3050 East
St. George, UT 84790

RE: Proposal for Engineering Services
Little Valley Pickleball Expansion

Dear Mr. Goble,

Sunrise Engineering (Sunrise) is pleased to submit this professional services fee proposal for the project referenced above. We are appreciative of our ongoing work with St. George City (the City) and look forward to this opportunity together.

PROJECT BACKGROUND

The City's Little Valley Pickleball Complex is widely recognized as one of the premier pickleball facilities in the United States and continues to be in high demand for both leisure and tournament play. The City Council has directed the Leisure Services Department, Parks Planning Division to design and implement an expansion to the complex to add eight standard courts and a championship court to the site. The Parks Planning Division has prepared a *Conceptual Expansion Plan* (attached) which illustrates in concept where the new improvements are to be located. The City has now requested Sunrise's services to prepare construction documents for the improvements and to assist the City with the design, permitting, bidding or negotiating, and construction administration phases of the project.

SCOPE OF SERVICES

Based on the Project Background summarized above, Sunrise proposes to perform the following Scope of Services:

1. Preliminary Engineering Design
    a. Coordinate with the City to develop a final site layout for the improvements in CAD format based on the attached *Conceptual Expansion Plan*.
    b. Finalize the hardscape boundaries and locations of key site features prior to commencing the Final Engineering Design phase.
2. Final Engineering Design
    a. Provide miscellaneous project administration services during the Final Engineering Design phase.
    b. Conduct review meetings with the City at regular intervals during the Final Engineering Design phase to coordinate development of the work.
    c. Collect surface topographic mapping of the site for design purposes and establish five survey control points for future mapping and construction layout control.
    d. Perform site and civil engineering design of the improvements to identify the quality and quantity of improvements to be installed by the contractor.
        i. Coordinate and plan for tie-ins to existing and planned hardscape, utilities, infrastructure, etc.

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ii. Coordinate with the City on the selection of and specifying site features including shade structures, bleachers, benches, trash receptacles, etc.
iii. Prepare construction drawings for the improvements; it is anticipated that the drawings will include general sheets, survey control sheet, demolition plan, site plan, control joint and reinforcement plan, grading plan, utility plan, court improvements plan, and site details.
iv. Prepare special provisions to clarify materials and workmanship required of the contractor for project elements not included in the City's *Standard Specifications and Drawings*.

e. Perform electrical engineering design of the improvements.
i. Perform power utility source coordination at the site.
ii. Coordinate with MUSCO to identify required modifications to existing court lighting improvements, requirements for new court lighting improvements, required power panel adjustments, mounting brackets for the Public Announcement (PA) system on the court light poles, etc.
iii. Provide a plan for expanding the existing PA system at the site to include the proposed court improvements, including the championship court area.
iv. Prepare construction drawings for the improvements; it is anticipated that the drawings will include provisions for court lighting, area and parking lot lighting, safety lighting under the shade structures, power receptacles, irrigation controls, expansion of the PA system, conduit plans, etc.
v. Provide project specifications for the electrical improvements; it is anticipated that the specifications will be provided in plan format.

f. Prepare a bid schedule with quantities for site, civil and electrical improvements for the City's use in preparing the bid packet.
g. Prepare an engineer's opinion of probable construction cost for the improvements, including the cost of electrical, irrigation and landscaping improvements, for the City's use in budget planning and management.
h. Assemble the construction drawing set including drawings from participating entities and provide special provisions and the site, civil and electrical bid schedule to the City for the City's use in preparing the final bid packet.

3. Permitting
a. Administer the permitting process, including scheduling with the City's Joint Utilities Commission (JUC) for review of the construction drawings, meeting with the JUC, responding to comments and requirements of the JUC, etc., to the point of obtaining approvals of the final design for construction.

4. Bidding or Negotiating
a. Provide engineering services in a supporting role to the City during the bidding phase of the project. Services may include:
i. Post project documents, construction drawings, project specifications, addenda, bid tabulations, etc. to Sunrise's plan room website for access by bidders.
ii. Participate in a pre-bid meeting, answer questions, clarify expectations of the contractor, explain design rationale, etc.
iii. Answer bid-phase questions related to the site, civil and electrical construction drawings, specifications, or special provisions.
iv. Prepare addenda to clarify the requirements, scope, quality or quantity of improvements to be made by the contractor.
v. Prepare a bid tabulation, review bids against bidding and project requirements, and issue a letter of recommendation of award to the City.
vi. Provide other bid-phase services requested by the City and as allowed by available budget.

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5. Construction Administration
    a. Provide engineering services in a supporting role to the City during the construction phase of the project. Services may include:
        i. Participate at the pre-construction meeting, answer questions relative to expectations of the contractor, clarify drawings and specifications, etc.
        ii. Attend weekly progress meetings conducted by the City.
        iii. Review and consider submittals from the contractor.
        iv. Issue clarifications to the drawings and specifications as required.
        v. Provide periodic site visits as requested to answer questions, review site conditions and status of the work, review compliance of work completed with the requirements of the documents and specifications, etc.
        vi. Provide other construction phase services requested by the City and as allowed by available budget.

ASSUMPTIONS

The following assumptions apply to the terms and conditions of this proposal:

1. The total project budget authorized by City Council is $2.0 million.
2. The City anticipates issuing the project for public bid and construction following the annual Huntsman Senior Games in October, 2022.
3. The construction work will be completed in a single contract and the construction period will comprise no more than 120 calendar days.
4. The City's *Standard Specifications and Drawings* will govern design and construction.
5. The recommendations given in the *Geotechnical Investigation Report for Pickle Ball Courts and Associated Facilities at Little Valley Park*, prepared by Landmark Testing & Engineering in May 2012, remain valid and will be used as a design basis for the proposed improvements.
6. The City is preparing construction drawings for the roadway and intersection improvements on Horseman Park Drive through a different engineering consultant and will provide a CAD design file in a designated coordinate system to include at minimum the planned alignment and profile of TBC (top back of curb) to be included in Sunrise's construction documents as a design basis.
7. Building architectural services, including structural, mechanical, electrical and plumbing engineering or design will not be required on the project.
8. The City will provide all landscaping and irrigation design services, including the provision of construction drawings, specifications, bid item tabulations, preliminary costing, etc.
9. Storm water detention will not be required as part of the improvements.
10. The contractor will be required to provide and maintain a SWPPP as part of the construction contract.
11. The City will direct-purchase large site fixture items including any pavilions, shade structures, bleachers, benches, trash receptacles, MUSCO court lighting elements, etc. and will have the features shipped to the project site. Offloading, storing, and installing the fixtures will be in the contractor's scope of work.
12. The City will prepare the final bid packet to be issued for public bid.
13. The City will take the lead role during the bidding or negotiating and construction phases; Sunrise will assist the City in a supportive, as-needed role, within the pre-authorized budget.
14. The standard of care for services performed by Sunrise under this proposal will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality.
15. The City understands that Sunrise has no control over construction costs including the price of labor, equipment or materials, or over a contractor's method of pricing the project, and that the opinion of probable cost provided will be made on the basis of the engineer's qualifications and experience. Sunrise makes no warranty, expressed or implied, as to the accuracy of such opinions compared to future bid or actual costs.

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16. Sunrise reserves the right to utilize sub-consultants and others as may be required to complete the Scope of Services outlined above.

PROFESSIONAL SERVICES FEES

Sunrise proposes to complete the work outlined in the Scope of Services as follows:

Phase	Fee	Fee Type	Comments
Preliminary Engineering Design	$9,500	Cost Plus (Hourly)	Budget at Hourly Rates
Final Engineering Design	$53,300	Fixed Fee (Lump Sum)	-
Permitting	$2,400	Cost Plus (Hourly)	Budget at Hourly Rates
Bidding or Negotiating	$4,600	Cost Plus (Hourly)	Budget at Hourly Rates
Construction Administration	$26,700	Cost Plus (Hourly)	Budget at Hourly Rates
Total	$96,500	-	-

Professional services at hourly rates or beyond those included in the Scope of Services outlined above will be completed by Sunrise at the rates and fees given in the attached Exhibit A.

ADDITIONAL SERVICES

The City may authorize Sunrise to furnish or obtain from others additional services of the types listed below, which are not included in the basic Scope of Services and Professional Services Fees given above. If such services are authorized, commensurate additional fees shall be negotiated.

1. Services resulting from significant changes in the scope, extent, or character of the project and its design requirements.
2. Revising previously accepted studies, reports, drawings, specifications, or contract documents.
3. Services caused by excessive reviews, indecisiveness, delays, significant obstacles to completion of the work in a timely manner, etc. beyond the control of Sunrise.
4. Survey or mapping services, including property surveys, property plats, property descriptions, and abstracting, other than those included in the Scope of Services.
5. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
6. Preparing to serve or serving as a consultant or witness in any litigation, arbitration, or other dispute resolution process related to the project.
7. Other services performed or furnished by Sunrise not otherwise provided for in the Scope of Services.

If the City chooses to move forward with the project, we recommend execution of a Professional Services Agreement in the City's standard format. We appreciate the opportunity to work with the City on this and other projects. Please call me at (435) 652-8450 with any questions or concerns.

Sincerely,

Joseph K. Phillips, P.E.
Vice President

Attachments:

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SUNRISE ENGINEERING

FEE SCHEDULE

EXHIBIT A

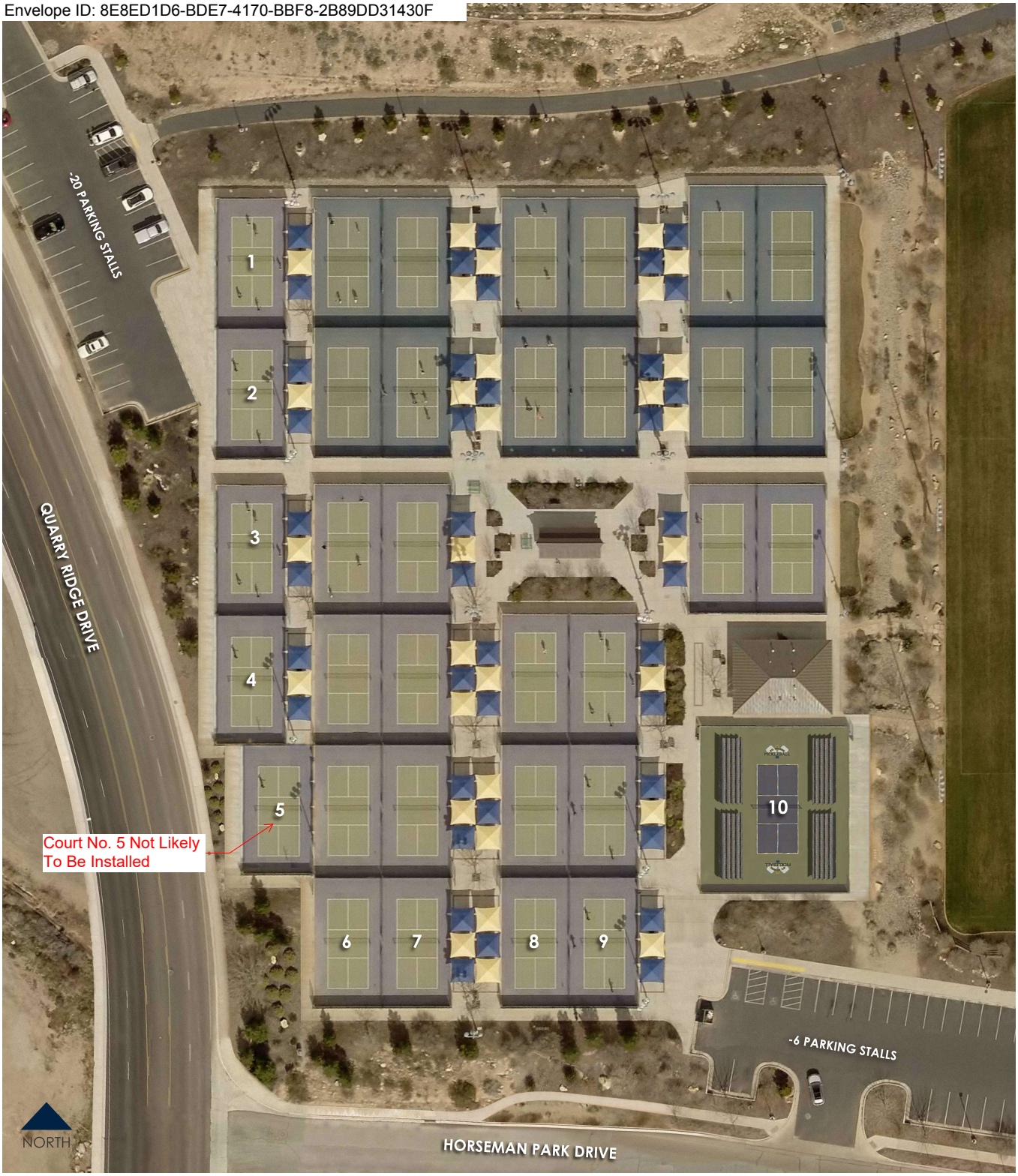
Work Code	Work Classification	Hourly Rate	Work Code	Work Classification	Hourly Rate
101	Engineer Intern (E.I.T.) I	$115	500	Funding Specialist	$145
102	Engineer Intern (E.I.T.) II	$128	510	Plan Reviewer	$129
103	Engineer III	$146	511	Building Inspector I	$75
104	Engineer IV	$165	512	Building Inspector II	$100
105	Engineer V	$189	513	Building Inspector III	$125
110	Principal Engineer	$205	525	Building Official	$145
121	Electrical Engineer Intern (E.I.T.) I	$129	601	GIS Tech	$79
122	Electrical Engineer Intern (E.I.T.) II	$145	602	GIS Tech II	$90
123	Electrical Engineer III	$165	611	GIS Specialist I	$115
124	Electrical Engineer IV	$189	613	GIS Analyst	$135
125	Electrical Engineer V	$215	614	GIS Programmer	$129
126	Principal Electrical Engineer	$230	615	GIS Team Leader	$149
301	Engineering Tech I	$81	51	Administrative I	$46
302	Engineering Tech II	$98	52	Administrative II	$61
303	Engineering Tech III	$112	53	Administrative III	$76
304	Engineering Tech IV	$139	96	Public Information Manager	$130
311	Electrical Tech I	$100	701	Planner I	$95
312	Electrical Tech II	$115	702	Planner II	$110
313	Electrical Tech III	$135	703	Planner III	$125
314	Electrical Tech IV	$149	704	Planner IV	$140
315	Electrical Tech V	$165	705	Planner V	$155
351	Construction Observer I	$71	723	Water Rights Specialist III	$145
352	Construction Observer II	$88	921	Survey Tech	$89
353	Construction Observer III	$102	930	Survey CAD Tech	$139
354	Construction Observer IV	$118	935	One Man Survey Crew	$165
401	CAD Drafter I	$82	940	Survey Manager	$175
402	CAD Drafter II	$93	945	Registered Surveyor	$189
403	CAD Drafter/Designer III	$104	950	Principal Surveyor	$209
404	CAD Drafter/Designer IV	$118			

REIMBURSABLE EXPENSE SCHEDULE

Expense	Rate	Mark-Up
Mileage	$0.59 per mile	N/A
Field Vehicle (on site)	$60 per day	N/A
Per Diem Meals	$57 per day	N/A
Troxler Nuclear Density Gauge	$50 per day	N/A
High Density Scanner	$175 per hour	N/A
Material Testing Lab Work	Actual Cost	15%
Outside Consultants, Aerial Photography, etc.	Actual Cost	15%
Lodging	Actual Cost	10%
Other Expenses incurred	Actual Cost	10%

Fees automatically change after the beginning of the year and are subject to change on other occasions. STG 01-2022.2

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COURT #10

- CHAMPIONSHIP COURT FOR TOURNAMENTS
- BENCH SEATING FOR SPECTATORS
- EASY ACCESS TO PARKING AREA & REST ROOM FACILITIES



LITTLE VALLEY PICKLEBALL COMPLEX

conceptual expansion plan

St.George
THE BRIGHTER SIDE
3/23/22

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Client#: 1515 SUNRISEENG

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/23/2022

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

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

PRODUCER
Moreton & Company
P.O. Box 58139
Salt Lake City, UT 84158-0139
801 531-1234

CONTACT NAME: Anne Marie Evans
PHONE (A/C, No, Ext): 801 531-1234 **FAX (A/C, No):** 801-531-6117
E-MAIL ADDRESS: aevans@moreton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Travelers Property Casualty Co. of Am	25674
INSURER C : Pacific Insurance Company	10046
INSURER D : Hanover Insurance Company	22292
INSURER E :	
INSURER F :	

INSURED
Sunrise Engineering, Inc.
25 East 500 North
Fillmore, UT 84631

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZAGLB9236404	10/01/2021	10/01/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZACAT9249104	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CUP6S46464521	10/01/2021	10/01/2022	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			ZAWCI9423204	10/01/2021	10/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		Stop Gap: WA, WY			E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab			13OH040659621	10/01/2021	10/01/2022	$5,000,000 Ea Clm/Aggr $75,000 Ded.	
D	Valuable Papers			RH4H38783001	10/01/2021	10/01/2022	$100,000	

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

Re: Little Valley Pickleball Expansion. The City of St. George is listed as an additional primary insured with respect to Sunrise Engineering, Inc. participation in "Little Valley Pickleball Expansion". The City of St. George is Primary and Non Contributory for ongoing & completed operations. Waiver of Subrogation on all lines in favor of the certificate holder except Professional Liability. A 30 day Notice of Cancellation will be provided should any of the above described policies be cancelled before the expiration date. Umbrella coverage follows form.

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

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

AUTHORIZED REPRESENTATIVE
Zachariah Blotzknew

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POLICY NUMBER: ZAGLB9236404

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS AGREED PER WRITTEN CONTACT OR WRITTEN AGREEMENT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT	ALL PROJECTS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
AS AGREED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/01/2021 Policy No. ZAWCI9423204 Endorsement No.

Insured SUNRISE ENGINEERING,INC. Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By _____

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Agenda Date: 07/14/2022 **Agenda Item Number:** 2h

Subject:

Consider approval to continue sponsorship of the Downtown Farmers Market event taking place each Saturday at their new location on Tabernacle Street between Main Street and 100 West, for a six (6) month trial period from August 6, 2022-February 6, 2023.

Item at-a-glance:

Staff Contact: Sarah Reber

Applicant Name: Kat Puzey

Reference Number: N/A

Address/Location:

On Tabernacle Street between Main and 100 West

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

In past years, the Downtown Farmers Market was held on private property at Ancestor Square. Due to the growth of the market, they want to move the weekly event to Tabernacle Street and also make it a year-round market occurring each Saturday, except for dates where the street is already in use by another event (i.e. IRONMAN, 4th of July Celebration, St. George Art Festival, St. George Marathon, etc). The new sponsorship request includes 1) Fee waiver for the Special Event Permit Fee ($150/day), 2) Fee waiver for the Sub-License Fees ($5 each vendor/day), 3) Fee waiver for the Encroachment Permit Fee ($400 day), and 4) City to provide Traffic Control Plan and barricades.

Staff Narrative (need/purpose):

The new sponsorship request includes 1) Fee waiver for the Special Event Permit Fee ($150/day), 2) Fee waiver for the Sub-License Fees ($5 each vendor/day), 3) Fee waiver for the Encroachment Permit Fee ($400 day), and 4) City to provide Traffic Control Plan and barricades.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends City sponsorship of the Farmer's Market and would prefer it be located in an area that does not require road closures such as Ancestor Square, Town Square or Worthen Park.

Agenda Date: 07/14/2022 **Agenda Item Number:** 03

Subject:

Public hearing and approval of the Program Year 2022 (Fiscal Year 2023) Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) program.

Item at-a-glance:

Staff Contact: Genna Goodwin

Applicant Name: Genna Goodwin

Reference Number: N/A

Address/Location:

N/A

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

The 2022 AAP outlines proposed projects to be funded by the City's CDBG program to address identified needs during PY2022 FY2023. This is the fourth year of the City's 2019-2023 Consolidated Plan.

Staff Narrative (need/purpose):

The AAP must go through a 30-day public comment period and a public hearing prior to expending funds. Projects outlined in the plan must meet a national objective and eligibility requirements established by the United States Department of Housing and Urban Development (HUD) as well as the City's Consolidated Plan.

Name of Legal Dept approver: N/A

Budget Impact:

Cost for the agenda item: 0.00

Amount approved in current FY budget for item: 826,190

If not approved in current FY budget or exceeds the budgeted amount, please explain

funding source:

Note that the anticipated allocation was higher than the actual HUD award. Overall federal budget cuts of 4% resulted in an 8% decrease in funding for this year.

Description of funding source:

Federal Award - CDBG via HUD

Recommendation (Include any conditions):

Staff recommends approval.

PUBLIC NOTICE FOR
PY 2022 CDBG ANNUAL ACTION PLAN
PUBLIC COMMENT PERIOD & PUBLIC HEARING
FOR THE CITY OF ST. GEORGE, UTAH

Notice is hereby given that a draft version of the 2022 Annual Action Plan (AAP) is now available for review and comment for a period of 30 days. Notice is also given that at the end of the comment period a Public Hearing will be held.

The AAP outlines proposed projects by the City's Community Development Block Grant (CDBG) program to address identified needs during PY2022, the fourth year of the City's 2019-2023 Five-year Consolidated Plan. The City has received $646,267 in CDBG funding from the U.S. Department of Housing and Urban Development (HUD) for PY2022, which will begin July 1, 2022. The City does not anticipate program income from PY2021 or prior year resources. The following depicts projects to be undertaken with said funding.

Project Title	**Funding Source & Amount**
Program Admin	$126,100
Public Services	$96,000
Public Facilities & Infrastructure	$424,167
Total CDBG funding for PY 2022	**$646,267**

The comment period for the PY2022 AAP runs from May 19, 2022 through June 24, 2022. Further public comment is encouraged at a public hearing scheduled for 5:00 p.m. on July 7, 2022 held in the City Council Chambers at City Hall, located at 175 E 200 N. Approval of the proposed AAP by the City Council may take place at the meeting following the Public Hearing.

30 Day Comment Period: The AAP is available online at www.sgcity.org, or at the City's Economic Vitality & Housing Department, located at City Hall, or at the St. George Branch of the Washington County Library. Written comments may be submitted to the City's CDBG Administrator, at genna.davenport@sgcity.org, or delivered to the Economic Vitality & Housing Department, City of St. George, 175 E 200 N, St. George, Utah, 84770. For more information, phone 435-627-4450.

Public Hearing: The public hearing will be a meeting to discuss housing and community development needs in the City. There will be discussion of federal CDBG money the city will receive for PY2022 activities as well as discussion of comments from the public comment period. The results of this meeting will be the basis for receiving input and developing the AAP. The meeting will be held at 5:00 p.m. on July 7, 2022 and will be in the St. George City Council Chambers located at 175 E 200 N, St. George, Utah. For more information call 435-627-4450.

Communications Assistance: If you use a special device in order to communicate with someone who uses a standard telephone, you may call a communications assistant at Relay Utah who will assist you with your call to the Human Resources Office. The toll-free number for assistance in English is 7-1-1, for Spanish 1-888-346-3162.

Disability Assistance: The City of St. George will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs. The location of the meeting is accessible to persons with disabilities. Please contact the City Human Resources Office at (435) 627-4674 at least 24 hours in advance if you have special needs.

Translation Assistance: The City of St. George will make efforts to provide language translation assistance for public meetings and program information. Please contact the City Human Resources Office at (435) 627-4674 at least 24 hours in advance if language translation assistance is needed for a public meeting.

AVISO PÚBLICO PARA
PLAN DE ACCIÓN ANUAL DE CDBG PY 2022
PERÍODO DE COMENTARIOS PÚBLICOS Y AUDIENCIA PÚBLICA
PARA LA CIUDAD DE ST. JORGE, UTAH

Por la presente se notifica que una versión preliminar del Plan de Acción Anual (AAP) 2022 ya está disponible para revisión y comentarios por un período de 30 días. También se notifica que al final del período de comentarios se llevará a cabo una audiencia pública.

La AAP describe los proyectos propuestos por el programa de Subsidios en Bloque para el Desarrollo Comunitario (CDBG) de la Ciudad para abordar las necesidades identificadas durante el PY2022, el cuarto año del Plan Consolidado de Cinco Años 2019-2023 de la Ciudad. La Ciudad ha recibido $646,267 en fondos CDBG del Departamento de Vivienda y Desarrollo Urbano de los EE. UU. (HUD) para el año fiscal PY2022, que comenzará el 1 de julio de 2022. La Ciudad no prevé ingresos del programa del año fiscal PY2021 o recursos del año anterior. A continuación se describen los proyectos que se llevarán a cabo con dicho financiamiento.

Título del Proyecto	Fuente de financiamiento y monto
Administración del programa	$126,100
Servicios públicos	$96,000
Instalaciones públicas e infraestructura	$424,167
Financiamiento total de CDBG para PY 2022	**$646,267**

El período de comentarios para el AAP PY2022 se extiende desde el 19 de mayo de 2022 hasta el 20 de junio de 2022. Se recomiendan comentarios públicos adicionales en una audiencia pública programada para las 5:00 p.m. el 7 de julio de 2022 en las Cámaras del Concejo Municipal en el Ayuntamiento, ubicado en 175 E 200 N. La aprobación del AAP propuesto por el Concejo Municipal puede tener lugar en la reunión posterior a la Audiencia Pública.

Período de comentarios de 30 días: El AAP está disponible en línea en www.sgcity.org, o en el Departamento de Vivienda y Vitalidad Económica de la Ciudad, ubicado en el Ayuntamiento, o en la Sucursal de St. George de la Biblioteca del Condado de Washington. Los comentarios por escrito pueden enviarse al Administrador de CDBG de la Ciudad, a genna.davenport@sgcity.org, o entregarse al Departamento de Vivienda y Vitalidad Económica, Ciudad de St. George, 175 E 200 N, St. George, Utah, 84770. Para más información, teléfono 435-627-4450.

Audiencia Pública: La audiencia pública será una reunión para discutir las necesidades de vivienda y desarrollo comunitario en la Ciudad. Habrá una discusión sobre el dinero federal de CDBG que la ciudad recibirá para las actividades del año fiscal 2022, así como una discusión sobre los comentarios del período de comentarios públicos. Los resultados de esta reunión serán la base para recibir aportes y desarrollar el AAP. La reunión se llevará a cabo a las 17:00 horas. el 7 de julio de 2022 y estará en las Cámaras del Consejo de la Ciudad de St. George ubicadas en 175 E 200 N, St. George, Utah. Para más información llame al 435-627-4450.

Asistencia de comunicaciones: si usa un dispositivo especial para comunicarse con alguien que usa un teléfono estándar, puede llamar a un asistente de comunicaciones de Relay Utah, quien lo ayudará con su llamada a la Oficina de Recursos Humanos. El número gratuito para asistencia en inglés es 7-1-1, para español 1-888-346-3162.

Asistencia para discapacitados: La ciudad de St. George hará todo lo posible para proporcionar adaptaciones razonables a los miembros discapacitados del público para que accedan a los programas de la ciudad. El lugar de la reunión es accesible para personas con discapacidad. Comuníquese con la Oficina de Recursos Humanos de la Ciudad al (435) 627-4674 con al menos 24 horas de anticipación si tiene necesidades especiales.

Asistencia de traducción: La ciudad de St. George hará todo lo posible para proporcionar asistencia de traducción de idiomas para reuniones públicas e información del programa. Comuníquese con la Oficina de Recursos Humanos de la ciudad al (435) 627-4674 con al menos 24 horas de anticipación si necesita ayuda con la traducción de idiomas para una reunión pública.



Community Development Block Grant
2022 Annual Action Plan
Year 4 of the
2019-2023 Consolidated Plan

City of St. George
Economic Vitality & Housing
175 East 200 North
St. George, Utah 84770

OMB Control No: 2506-0117 (exp. 09/30/2021)

Table of Contents

Executive Summary 3
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 3
PR-05 Lead & Responsible Agencies – 91.200(b) 6
AP-10 Consultation – 91.100, 91.200(b), 91.215(l) 7
AP-12 Participation – 91.105, 91.200(c) 12
Expected Resources 16
AP-15 Expected Resources – 91.220(c)(1,2) 16
Annual Goals and Objectives 20
Projects 24
AP-35 Projects – 91.220(d) 24
AP-38 Project Summary 25
AP-50 Geographic Distribution – 91.220(f) 29
Affordable Housing 30
AP-55 Affordable Housing – 91.220(g) 30
AP-60 Public Housing – 91.220(h) 31
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 32
AP-75 Barriers to affordable housing – 91.220(j) 34
AP-85 Other Actions – 91.220(k) 35
Program Specific Requirements 37

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This Annual Action Plan is intended to satisfy the requirements for CDBG Entitlement Communities by describing the use of Community Development Block Grant (CDBG) funds by the City of St. George, Utah, for its 2022 CDBG Program Year, the fourth program year of the City's 2019-2023 Five-year Consolidated Plan. The Plan was prepared by the City of St. George's Economic Vitality & Housing Department, which administers the City's CDBG Program through its Economic Vitality & Housing Coordinator personnel.
The City of St. George encourages agency collaboration and cooperation to improve program outcomes. Various non-profit agencies, such as Big Brothers Big Sisters, DOVE Center, Family Support Center of Washington County, Memory Matters, and Friends of Switchpoint all partner together to meet the objectives of the Consolidated Plan. Participation in the Washington Local Homeless Coordinating Committee, a vital group in the State of Utah's plan to make homelessness rare, brief, and non-recurring as well as the Housing Action Coalition (HAC), an organization comprised of municipal and community stakeholders and concerned citizens working collaboratively to create more attainable housing, also help further these initiatives.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City of St. George has developed its strategic plan based on an analysis of the data presented in the *2019-2023 Consolidated Plan and the community participation and stake holder consultation process. Through these efforts, the City has identified two priority needs and associated goals to address those needs. The priority needs are: 1) Quality of life Improvements, and 2) Non-Housing Community Development. To provide for those needs, the goals during the 2022 program year are as follows:

- Increase and Expand Public Services LMI
- Increase and Expand Public Service Special Needs
- Promotion of Fair Housing
- Increase and Improve Access to Public Facilities
- Increase and Expand Capacity Public Infrastructure

**Due to the COVID-19 pandemic, the 2019-2023 Consolidated Plan was substantially amended in order to prevent, prepare for, and respond to coronavirus. The goals associated with the 2022 AAP will remain the same as provisions from the CARES Act were for PY19 and PY20 allocations. If new provisions arise surrounding the pandemic, the PY22 AAP will be*

substantially amended in order to prevent, prepare for, and respond to coronavirus in accordance with potential new legislation.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City has made significant contributions to provide safe, decent and affordable housing, a suitable living environment, and economic opportunities – especially for low- to moderate-income individuals in the community, through collaborative efforts with public, private, and non-profit community housing providers and service agencies. However, improving the quality of life for City citizens and non-housing community development remain some of the most prolific needs of St. George, as documented by the 2014-2018 Consolidated Plan and the 2017 Consolidated Annual Performance and Evaluation Report (CAPER).
The Consolidated Plan is a comprehensive document that describes the City's housing market conditions, identifies the need for affordable housing and community development, and provides strategies to address the needs over a five-year period. The CAPER provides an assessment of progress towards the five-year goals and the one-year goals of HUD entitlement grants CDBG. The City and its network of service providers are able to meet its goals in providing vital public services to its citizens, however there is ongoing need to continue support for low- and moderate-income households and the special needs population such as the elderly and homeless. Public infrastructure improvements and expansion and increased access to public facilities is needed due to rapidly growing population. As reported in the prior plan's CAPERs, the City has so far been able to accomplish the goals set forth by these needs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Citizen participation and consultation in the City's CDBG program are vital to its success. The City of St. George continues to work with key nonprofit organizations for consultation of the plan, and to encourage the participation of the citizens they serve, including low- and moderate-income residents who are the primary targets of their various HUD funded programs.
At a minimum, the City adheres to its adopted Citizen Participation Plan. In accordance with that plan, the City of St. George hosts training sessions, attends meetings, holds public meetings and hearings, places copies of various CDBG plans and reports on the City's website, makes copies of the plans available for review in both draft and final forms, and accepts and incorporates citizen input and feedback. Along with the annual processes, the public is advised of all program planning activities, actions, and plan amendments, by published notices on the City's website and local newspaper. To improve program outcomes, the City of St. George also collaborates and cooperates with other governmental agencies as well as a number of profit and non-profit organizations to develop viable program activities. For all CDBG activities, the City

of St. George works to provide full accessibility for the disabled and provides translation and hearing-impaired services for those who request them.
Citizen participation and involvement in the development of this Annual Action Plan has not only included the input taken at specifically noticed activities, but in many cases from either direct or indirect interactions with citizens and agencies otherwise involved with any activity associated with an objective of the City's CDBG program. Below is a list of efforts made by the City:
Citizen comments and questions are encouraged at all public meetings. For nonprofit organizations seeking CDBG funding, a funding workshop is hosted to explain the application process.

02/18/2022: PY2022 Funding Workshop - overview of PY2022 CDBG program funding and potential CDBG-CV funding.

05/18/2022: Public Notice for the 30-day public comment period to be held from 05/19/2022 to 06/24/2022 for the 2022 Annual Action Plan and Citizen Participation Plan.

07/07/2022: Public Hearing to address comments by City residents on the 2022 Annual Action Plan and Citizen Participation Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were received.

7. Summary

The 2019-2023 Consolidated Plan was substantially amended in 2020 in order to prevent, prepare for, and respond to coronavirus. Said plan was substantially amended again in 2021 to identify the specific activities that were to be carried out to address Covid-19. The following 2022 Annual Action Plan is the fourth year of overall Consolidated Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	ST. GEORGE	Economic Vitality & Housing

Table 1 – Responsible Agencies

Narrative (optional)
No narrative necessary.

Consolidated Plan Public Contact Information
Genna Davenport, Economic Vitality & Housing Coordinator
Economic Vitality & Housing Department
City of St. George
175 East 200 North
St. George, Utah 84770
(435) 627-4450

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

St. George is engaged in ongoing efforts to increase coordination among its local network of public, private, and non-profit organizations that deliver housing and social services to the community. Some activities to increase coordination to further the goals in this plan include consulting with the St. George Housing Authority on public housing development needs, coordinate strategy with the Five County Association of Governments and the Utah Balance of State Continuum of Care to help end homelessness in the City, lead a local consortium of local organizations to help address homelessness in the City, and support mental health agencies in the City to help address the causes of homelessness. The principal organizations are: DOVE Center, St. George Housing Authority, Southwest Center Mental Health, Utah Department of Workforce Service, and the Five County Association of Governments.

As the administrator of HUD's CDBG program, the City's Economic Vitality & Housing Department acts as a hub for community and economic development in the area. Open lines of communication are maintained between the City and the area's many non-profit and social service agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Aside from keeping an open-door policy and maintaining ongoing communication with the area's many agencies and service providers, the City's Economic Vitality & Housing Department is engaged in several efforts and initiatives to enhance coordination among the community's governmental and service frameworks.

As active members of the Washington Local Homeless Council, the City oversaw the Service Gap Analysis for mental health and substance use providers. This inventory has been submitted to the State and will be posted on the City's LHC webpage.

The City also holds an annual CDBG workshop to give an overview of the CDBG program's purpose and goals. During this workshop, organizations can give feedback on the community's needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

St. George partners with many groups in the area to implement housing services for the homeless. These groups include non-profit associations, local government entities, the school district, housing authorities, law enforcement, the faith community, financial supporters, and more.

These partnerships have been created to maximize the resources available to homeless persons through the development and coordination of an effective and comprehensive continuum of care system addressing services from homelessness prevention services, outreach services, emergency shelter, transitional housing, permanent supportive housing, and permanent affordable housing. Monthly, the City's CDBG Administrator attends the Local Homeless Council (LHC). This meeting is conducted by a member of the St. George City Council. The meetings are held to coordinate the varying services between government, non-profit and private partners in our

community responsible for providing service options for individuals who may struggle with unemployment, housing, health and mental challenges. As a committee of approximately 30 partners, we collaborate and try to maximize the limited resources we each have to serve our low to moderate income individuals and families. We utilize a statewide database system to keep track of those individuals and families that are most vulnerable and prioritize services according to the greatest need. For the past several years this has been a solid working model and has been successful.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of St. George does not receive ESG funding. However, the City of St. George plays an integral part in the monthly Local Homeless Council (LHC). The LHC coordinates with service agencies, mental health providers and assisted housing providers to increase the availability of affordable, safe and decent housing. The City of St. George's representatives act as Chair for this council and give direction to service agencies and developers of attainable housing based upon the needs of the LHC. Coordination among service providers has been enhanced as the City has taken lead and encouraged collaboration among the service agencies.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	CITY OF ST. GEORGE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of St. George is the lead agency in administering the CDBG program in the City.
2	**Agency/Group/Organization**	WASHINGTON COUNTY
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of St. George is located in and is the primary metro area of Washington County. The City and the County work closely together to address the needs of its citizens.

3	**Agency/Group/Organization**	FIVE COUNTY ASSOCIATION OF GOVERNMENTS
	Agency/Group/Organization Type	Other government - Local Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Five County Association of Governments (FCAOG) is an association of local governments from the five southwestern counties of the State of Utah. Its mission it to plan, prepare and partner with federal, state and local governments to strengthen the role of southwestern Utah local officials in the execution of state and federal programs at the local level.
4	**Agency/Group/Organization**	ST. GEORGE HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The St. George Housing Authority (SGHA) is the local public housing authority in St. George. It provides the City with consultation on public housing needs.
5	**Agency/Group/Organization**	PUBLIC WORKS (CITY OF ST. GEORGE)
	Agency/Group/Organization Type	Other government - Local Stormwater Maintenance
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	St. George Public Works Department works to minimize the effects of storm water and flood-hazards through maintenance and the use of policy and ordinances.
6	**Agency/Group/Organization**	DEPARTMENT OF WORKFORCE SERVICES
	Agency/Group/Organization Type	Services-Employment Public Internet Access
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Department of Workforce Services has an Employment Center with a computer lab and staff available to help in job seeking and training.
7	**Agency/Group/Organization**	INTERMOUNTAIN HEALTH CARE
	Agency/Group/Organization Type	Health Agency Public Internet Access
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Intermountain Health Care is a leading medical health provider in the area. Intermountain Health Care has free public wi-fi on all campuses.
8	**Agency/Group/Organization**	SOUTHWEST BEHAVIORAL HEALTH
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Homeless and other special needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Southwest Behavioral Health is a leading mental health provider in the area.
9	**Agency/Group/Organization**	Washington Local Homeless Council (LHC)
	Agency/Group/Organization Type	Homelessness Services
	What section of the Plan was addressed by Consultation?	Homeless and other special needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	LHCC is a collaborative effort of various homeless providers, government agencies, public, and private partners committed to working together to make homelessness rare, brief, and non-recurring.
10	**Agency/Group/Organization**	Housing Action Coalition (HAC)
	Agency/Group/Organization Type	Homelessness Services
	What section of the Plan was addressed by Consultation?	Homeless and other special needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Housing Action Coalition (HAC) is a group of municipal and community stakeholders and concerned citizens working collaboratively to create more attainable housing for Washington County residents.

Identify any Agency Types not consulted and provide rationale for not consulting
No agencies were specifically avoided during the consultation process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Utah Balance of State	The City of St. George places a high priority on providing shelter, housing and services for persons experiencing homelessness. The City's goals reflect the State's CoC goals for making homelessness rare, brief, and non-recurring.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City adheres to its HUD approved Citizen Participation Plan. In accordance with that plan, and in many cases in addition to that plan, the City of St. George hosts training sessions, attends meetings, holds public meetings and hearings, places copies of various CDBG plans and reports on the City's website (including draft versions prior to final approval), makes copies of the plans available for review in both draft and final forms, and accepts and incorporates citizen input and feedback. Along with the annual processes, the public is advised of all program planning activities, actions, and plan amendments, by published notices on the City's website, and personal mailings as appropriate. In order to improve program outcomes, the City of St. George also collaborates and cooperates with other governmental agencies as well as a number of for-profit and non-profit organizations to develop viable program activities. For all CDBG activities, the City of St. George works to provide full accessibility for the disabled and provides translation and hearing-impaired services for those who request them.
Citizen participation and involvement in the development of this Annual Action Plan has not only included the input taken at specifically noticed activities, but in many cases from either direct or indirect interactions with citizens and agencies otherwise involved with any activity associated with an objective of the City's CDBG program. The following summarizes the noticed activities made available for general public participation, involvement and input into the 2022 Action Plan:

02/18/2022: PY2022 Funding Workshop - overview of PY2022 CDBG program funding and potential CDBG-CV funding.

05/18/2022: Public Notice for the 30-day public comment period to be held from 05/19/2022 to 06/24/2022 for the 2022 Annual Action Plan and Citizen Participation Plan.

07/07/2022: Public Hearing to address comments by City residents on the 2022 Annual Action Plan and Citizen Participation Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Funding Workshop	Non-targeted/broad community	A funding workshop for the 2022 Action Plan funding cycle was held on February 18, 2022. This virtual event was attended by potential applicants of CDBG funding. Applications for funding were made available and applications were due March 11, 2022.	Representatives from participating organizations asked questions about the upcoming funding cycle including questions about the funding application. Staff provided details about eligible activities, eligible expenditures, reporting and record keeping requirements etc.	All comments accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Notice	Non-targeted/broad community	A no less than 30-day Public Comment Notice was made on May 18, 2022 that the Public Comment Period was to begin on May 19 and run through June 24, 2022. This announcement also included the announcement of the Public Hearing on July 07, 2022.	There were no comments received during any of the public comment periods or public hearings.	All comments accepted.	
3	Public Hearing	Non-targeted/broad community	A Public Hearing was held on July 07, 2022 at City Council Chambers at City Hall, 175 E 200 N to address the comments from the City residents on the Annual Action Plan.	There were no comments received.	All comments accepted.	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of St. George plans to utilize the following funds during the 2022 program year. They are $646,267 in PY2022 entitlement funding from HUD as well as $0 in program income that was received during previous program years and $0 in prior year funding that has not yet been expended.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Administration Public Services Public Facilities & Infrastructure	646,267	0	0	646,267	0	N/A
Other	public - federal	Other	0	0	0	0	0	N/A

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There is not a match requirement for CDBG funding allocations. When contracting out to subrecipients, much of their funding is provided through private donations.

Federal Resources

Federal Emergency Management Agency (FEMA) Funds

FEMA awards an annual grant to the Five County Association of Governments, enabling the agency to issue payments to landlords to prevent eviction of low-income persons and issue payments to utility companies to prevent shutoffs which would place a St. George resident at risk.

Low-Income Housing Tax Credits

The Low-Income Housing Tax Credit Program (LIHTC) provides financial support for the acquisition and rehabilitation or development of eligible rental projects for low and moderate-income households.

McKinney–Vento Supported Housing Program

This program is a federally funded competitive grant program annually re-authorized by Congress and administered by HUD which contributes money each year to fund a range of homeless programs, including permanent supported housing for persons with disabilities, transitional housing, and supportive services.

Section 8 Certificates and Vouchers

The Section 8 Program, under the direction of the St. George Housing Authority (SGHA), places residents in units; however, the waiting list is long.

State Resources

Critical Needs Housing

Is an appropriation from the Utah State Legislature for special housing purposes within the state.

- Emergency Home Repair
- Grants to Leverage Housing Monies (including HUD SHP grants)
- Accessibility Design for Disabled Individuals
- Technical Assistance to help write housing grants for rural agencies
- Down Payment Assistance for Special Needs Rental Projects
- All funds must be used to serve those whose income is at or below 125% of the Federal Poverty Guidelines
- All funds must be used to serve those whose income is at or below 125% of the Federal Poverty Guidelines

Emergency Shelter Grant

The State Homeless Coordinating Committee allocates funds as part of a competitive application process.

Olene Walker Housing Loan Fund

The fund is comprised of state and federal funds for assistance in the construction, rehabilitation, and purchase of multi-family and single-family housing units throughout the state.

Pamela Atkinson Homeless Trust Fund

Formerly known as the Homeless Trust Fund, this fund has been administered by the Department of Community and Culture since 1983. Funded by the Utah State Legislature and by contributions made by individuals on their Utah Individual Income Tax Form TC-40, this money goes to fund various agencies statewide in moving people from homelessness to self-sufficiency.

State HOME Allocations

The Utah Department of Housing and Community Development (DHCD) allocates its HOME appropriation through competitive funding rounds.

Local Resources

City of St. George

The main city offices are located at 175 East and 200 North. The city provides full municipal services for city residents.

Private Donations

Many of the non-profits in the area solicit private donations for them to meet their needs.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The City of St. George purchased a building for the purpose of providing services to the homeless community. This building remains in City ownership and is host to the Switchpoint Community Resource Center. Switchpoint differs from a homeless shelter in that it provides a variety of services under one roof. Persons staying in the shelter are offered a custom daily plan of action that will personally assist them in developing goals for their future. Providing resources and skills helps the homeless to better transition into permanent housing.

Previous acquisition projects that are not under City control were for affordable senior housing, DOVE Center (a domestic violence non-profit organization), and Family Support Center (a respite childcare center for low to moderate income families).

CDBG-CV funding assisted in the acquisition of a motel that is in the process of being converted into affordable housing for those making less than 55% of the area median income (AMI).

Discussion

No further discussion required.

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	1A Increase & Expand Public Services LMI	2019	2023	Non-Homeless Special Needs Non-Housing Community Development		Quality of Life Improvements	CDBG: $35,000	Public service activities other than Low/Moderate Income Housing Benefit: 314 Persons Assisted
2	1B Increase & Expand Public Services Special Needs	2019	2023	Homeless Non-Homeless Special Needs Non-Housing Community Development		Quality of Life Improvements	CDBG: $61,000	Public service activities other than Low/Moderate Income Housing Benefit: 1157 Persons Assisted
3	1C Promotion of Fair Housing	2019	2023	Non-Homeless Special Needs Non-Housing Community Development		Quality of Life Improvements	CDBG: $0	N/A
4	2A Increase & Improve Access to Public Facilities	2019	2023	Non-Housing Community Development		Non-Housing Community Development	CDBG: $424,167	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2002 Households Assisted

5	2B Increase &Expand Capacity Public Infrastructure	2019	2023	Non-Housing Community Development		Non-Housing Community Development	CDBG: $0	N/A

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	1A Increase & Expand Public Services LMI
	Goal Description	The City will continue to provide support for local service providers with a focus on services for low- and moderate-income (LMI) populations.
2	**Goal Name**	1B Increase & Expand Public Services Special Needs
	Goal Description	The City will continue to provide support for local service providers with a focus on services for special needs populations including homeless services and services for persons with disabilities.
3	**Goal Name**	1C Promotion of Fair Housing
	Goal Description	The City of St. George will promote fair housing throughout the City.
4	**Goal Name**	2A Increase & Improve Access to Public Facilities
	Goal Description	The City will provide funding for the expansion and improvement of public facilities in LMI neighborhoods throughout the community. Projects to be completed during PY22 will be located in downtown core locations of the Recreation Center and Sandtown Park.
5	**Goal Name**	2B Increase &Expand Capacity Public Infrastructure
	Goal Description	Provide a suitable living environment for the community by increasing and expanding infrastructure projects which: 1) primarily benefit low-income citizens, and 2) improve the availability of facilities and services. No projects have been identified for PY22.

Projects

AP-35 Projects – 91.220(d)

Introduction

The following projects have been identified for funding during the 2022 program year which runs from July 1, 2022 through June 30, 2023.

Projects

#	Project Name
1	CDGB: Program Administration (2022)
2	CDBG: Public Services (2022)
3	CDBG: Public Facilities & Infrastructure Improvements (2022)

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of St. George allocates the maximum amount to local non-profit partners for public services (approximately 15% of the annual allocation) and the necessary amount of funding to administer the program (not to exceed 20% of the annual allocation) The remaining funding is focused on activities that support the established goals.

Project 1 – Program Administration
Program Administration is associated with staff costs in administering the CDBG program.

Project 2 – Public Services
Public Services will address the needs of low and moderate incomes households and the special needs population. Activities in this project will address the priority need of Quality of Life Improvements.

Project 3 – Public Facilities & Infrastructure Improvements
Public Facilities & Infrastructure Improvements will address the needs of low and moderate income households and the special needs population. Activities in this project will address the priority needs of Quality of Life Improvements and Non-Housing Community Need.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG: Program Administration (2022)
	Target Area	
	Goals Supported	1A Increase & Expand Public Services LMI 1B Increase & Expand Public Services Special Needs 1C Promotion of Fair Housing 2A Increase & Improve Access to Public Facilities 2B Increase &Expand Capacity Public Infrastructure
	Needs Addressed	Quality of Life Improvements Non-Housing Community Development
	Funding	CDBG: $126,100
	Description	Administration of the CDBG program
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Citywide
	Planned Activities	Administration of the CDBG program. The proposed activity falls under IDIS Matrix code 21A.
2	**Project Name**	CDBG: Public Facilities & Infrastructure Improvements (2022)
	Target Area	LMI Neighborhoods
	Goals Supported	2A Increase & Improve Access to Public Facilities 2B Increase &Expand Capacity Public Infrastructure
	Needs Addressed	Quality of Life Improvements Non-Housing Community Development
	Funding	CDBG: $424,167
	Description	A mix of prior year resources, program income and current program year allocation will be utilized for Public Facility and Infrastructure projects. Activities identified in this category are the St. George Recreation Center and Sandtown Park. Both projects are in primarily low to moderate income neighborhoods. IDIS Matrix codes may include but are not limited to 03F.

	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	2002 households
	Location Description	Public Facility and Infrastructure Improvements will be focused in the City's downtown as an area benefit where many of the block groups/tracts in said area are low to moderate income areas.
	Planned Activities	Public Facility and Infrastructure projects to be undertaken by the City of St. George are: Rec Center Bathroom - $40,000 Sandtown Bathroom - $384,167
3	**Project Name**	CDBG: Public Services (2022)
	Target Area	Citywide
	Goals Supported	1A Increase & Expand Public Services LMI 1B Increase & Expand Public Services Special Needs 1C Promotion of Fair Housing
	Needs Addressed	Quality of Life Improvements
	Funding	CDBG: $96,000
	Description	Public services are typically offered by non-profit partners of the City of St. George. Non-profit partners for the current Program Year are listed in the planned activities section below. Typical activities may include after school tutoring for at-risk youth, respite care, senior services and services for persons with special needs, services for victims of domestic violence, and homelessness services. These activities are offered based on individual eligibility and typically meet the "LMI Limited Clientele" National Objective. IDIS Matrix codes may include but are not limited to 03T, 05B, 05G, 05L.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 1471 individuals will benefit from the proposed activities. Clientele for the proposed activities include those who are homeless or approaching homelessness, domestic abuse survivors, youth in need of respite care, youth seeking mentorship, those with dementia/Alzheimer's, and more. The focus of each of the proposed activities is to help our low to moderate income population receive the services they need.
	Location Description	Citywide

	Planned Activities	Public service to be undertaken by the City of St. George are: Big Brothers Big Sisters: One-to-One Youth Mentoring - $15,000 Dove Center: Client Services LMI Limited Clientele - $10,000 Family Support Center: Crisis and Respite Care Services - $10,000 Memory Matters: Client Services LMI Limited Clientele - $36,000 Switchpoint: Client Services LMI Limited Clientele - $25,000

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of St. George is located in the southern tip of Utah, a naturally rich area for tourism with access to nature and national parks. However, it is also isolated from other metro areas, with I-15 as the only main road in and out of the City. There are low-income households scattered throughout the City, but the downtown area does have a concentration of low-income households. Based on the 2011-2015 CHAS, this area consists of Census Tracts 271300 and 271400, however not all block groups may qualify. Other concentrated areas include census tracts 270700, 270600, and 271100. Infrastructure and public facility improvements will be targeted to these low- and moderate-income areas as determined through the HUD mapping tools. Assistance to minority populations will be directed throughout the City.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City does not allocate funding based on geographical terms other than for activities that must be located within low to moderate income areas as described above.

Discussion

No further discussion necessary.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City St. George does not provide funding directly for the development of new housing, however through a variety of programs and projects the City will provide support for the development of affordable housing within St. George, UT.

During Program Year 2021, through CDBG-CV funding, the City was able to work with Friends of Switchpoint to acquire a 50 unit motel. This motel is currently being converted to affordable housing for those making less than 55% of the area median income (AMI). Friends of Switchpoint plans to operate this facility and add onto to the property to increase affordable housing options.

One Year Goals for the Number of Households to be Supported	
Homeless	1150
Non-Homeless	350
Special-Needs	100
Total	1600

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

While the City will not provide funding directly for the development of new housing through the CDBG program, improvements to public infrastructure and public facilities will help encourage and support development of affordable housing throughout the community.

AP-60 Public Housing – 91.220(h)

Introduction

Public Housing needs within the City of St. George have been identified through various studies and reports. However, the St. George Housing Authority (a separate entity from the city) is the principal agency utilized to address those needs. The City will continue to cooperate with the Housing Authority in the development of public housing. The City's Economic Vitality & Housing Department will be the lead and continue to consult and coordinate efforts with the St. George Housing Authority.

Actions planned during the next year to address the needs to public housing
At this time, the City will not utilize any of the CDBG funds for public housing investments.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of St. George does not currently own or manage any public housing units. Therefore, the City has not developed a plan to encourage public housing residents to become more involved in the management of public housing or to encourage them to become owners of their public housing units.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable.

Discussion
No additional discussion required.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The goal of the State of Utah's Plan to End Homelessness is that "every person within Utah will have access to safe, decent, affordable housing with the needed resources and support for self-sufficiency and well being." The key to obtaining this goal and ending chronic homelessness is the "Housing First" strategy, supported by the state.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's goal is to increase housing alternatives for homeless persons and families, and for other persons with special needs.

The City of St. George, other local government officials, nonprofit organizations and the private sector have been addressing the problems of homelessness for several years. Homelessness and other public/human service needs have been a high priority in allocating federal and local resources. The City of St. George, Washington County, the local homeless service providers as well as Five County Association of Governments and other community organizations will continue in the implementation of the Continuum of Care strategy for addressing and reducing homelessness within St. George and the surrounding area. The City will continue its support of public services to the homeless and to those who are at risk of becoming homeless.

The City of St. George will continue supporting entities which provide services to homeless families and individuals. The City will also continue to support nonprofit housing development entities in the development, management and operations of affordable housing for homeless persons and families and those at risk of homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

A consortium of local homeless services and housing providers are involved in planning and coordinating programs in the St. George area. The principal organizations are: Switchpoint Community Resource Center, DOVE Center, Youth Futures, St. George Housing Authority, Southwest Center Mental Health, Utah Department of Workforce Service, and Five County Association of Governments. The City continues to support the local Continuum of Care and the Washington Local Homeless Coordinating Committee's active roles in providing cooperation, innovation and local control in the provision of services to address homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of St. George purchased a building for the purpose of providing services to the homeless community. This building houses Switchpoint Community Resource Center.

Switchpoint Community Resource Center differs from a typical homeless shelter in that it provides a variety of services under one roof. Persons staying in the shelter are offered a custom daily plan of action that personally assists them in developing goals for their future. Providing resources and skills helps the homeless to better transition into permanent housing. Services to be offered include: emergency shelter; emergency food pantry; general assistance with ID's and birth certificates; food stamps; Medicare; Medicaid; domestic violence; employment; resumé building; alcohol and addiction; work to success; parenting; budgeting; clothing vouchers; food vouchers; adult mentoring; and volunteer opportunities for the community.
In previous years through the CDBG program, Switchpoint Community Resource Center, DOVE Center, and Youth Futures have all been allocated funding for the betterment of their public service programs targeted to those at risk of or experiencing homelessness.
For program year 2021, Switchpoint Community Resource Center and DOVE Center will both receive funding.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

St. George City's non-homeless greatest needs are: 1) persons with severe mental illness; and, 2) persons with alcohol and other drug addictions. To meet these needs, several agencies within the community are in place to provide much these valuable and supportive services. Listed below are the agencies and more specific information about the support services. A mental health and substance use provider list is also made available on the City's LHCC website as part of the service gap inventory required by the State of Utah.

Southwest Utah Mental Health
(SWUMH) serves people with diagnoses of severely and persistently mentally illness as well as substance abuse problems. They also work with youth and families. SWUMH currently has a 6 bed facility in St. George that serves about 12 persons. They also operate the Horizon House for substance abuse treatment in St. George that serves about 45 adults per year. This is a residential treatment facility. The stay at Horizon House is limited to ninety days.

The Southwest Utah Behavioral Health Center
(SWBHC) provides housing for persons who meet the criteria for "chronically mentally ill" (including substance abuse disorders). Three duplexes known as "Dixie View" provide a total of 16 beds for a combination of single residents or single adults with children. Although treatment is received on an outpatient basis, each resident receives case management and an individual treatment plan outlining and addressing needs such as psychiatric needs including medication monitoring, medical needs, counseling, employment and vocational needs, recreational, and any other specialized need the resident might have.

Discussion
No further discussion required.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The mission of the U.S. Department of Housing and Urban Development (HUD) is to increase homeownership, promote community development, and expand access to decent affordable housing without discrimination. One of the greatest problems in meeting this mission occurs through overly restrictive regulations and/or unwarranted costs added to the price of housing. Although these restrictions and costs may apply to all housing, low- and moderate-income (LMI) families continue to be the most affected income group, because even under the most favorable conditions, they have the fewest options available to buy a dwelling, or to even rent a house or apartment.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of St. George has worked to eliminate or amend many of its regulations that overly restricted or totally excluded community housing options. The City has enacted zoning regulations that allow for smaller lots and multi-family developments, allows manufactured houses in all zoning districts, participates in the development of LMI and special needs housing, and supports programs and other agencies as they address particular community housing needs. During the 2021 program year, the City will continue to base its actions to overcome barriers to affordable housing on the goals espoused in the City's 2019 Analysis of Impediments to Fair Housing Choices. Although the Analysis of Impediments is directed toward Fair Housing Impediments, recommendations from the document also easily apply to the broader picture of barriers or impediments to affordable housing.

Discussion:

No further discussion needed.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of St. George encourages agency collaboration and cooperation to improve program outcomes. Various non-profit agencies have been consulted on this plan and are regularly interacted with through the Washington LHCC, HAC, and other collaborative efforts. The City's priority is preventing homelessness and providing attainable housing.

Actions planned to address obstacles to meeting underserved needs

The City will continue to work closely with varying agencies to target and address the specific needs of underserved groups in the city. These community agencies include Washington County, St. George Housing Authority, Five County Association of Governments, Utah Balance of State Continuum of Care, Washington Local Homeless Coordinating Council, and Switchpoint Community Resource Center among many others. The City coordinates its partners and local nonprofits and administers the CDBG program to help deliver services and programs to its underserved citizens.

Actions planned to foster and maintain affordable housing

While the City will not provide funding directly for the development of new housing, improvements to public infrastructure and public facilities will help encourage and support development of attainable housing throughout the community.

The City will also work towards goals established in the Moderate Income Housing element of the City's General Plan.

Actions planned to reduce lead-based paint hazards

While there are no activities proposed directly involving a housing related activity, associated housing units and areas acquired for public facilities will be examined for the presence of lead-based paint and lead-based paint hazards. The City follows all lead-based paint regulations and requirements as required by HUD and will continue to evaluate and reduce lead-based paint and lead-based paint hazards where programs are affected.

Actions planned to reduce the number of poverty-level families

To address the need of reducing poverty in the City of St. George, the use of multiple funding resources is required. The City will continue to work with agencies that provide services directly to poverty level families, including the use of Low-income Housing Tax Credits, Section 8 Certificates and Vouchers, and CDBG funds. The City will work towards improving the quality of life for its LMI citizens by providing vital public services through the CDBG program. Services offered are telephone helplines, community engagement and outreach programs, youth mentorship programs, family support in case of crisis, and work with homeless persons. These services work to directly and indirectly help fight poverty.

Actions planned to develop institutional structure

The City of St. George will emphasize a team approach to problem solving and place a high priority on developing strategic partnerships and strong communication networks with its community partners identified in SP-40 Institutional Delivery Structure.

The City will expand the cooperative efforts that are now in place and will continue its active role in providing cooperation and control in the provision of opportunities which address the needs of City citizens. As the City funds activities and implements strategies that enable achievement of the HUD statutory goals, increased vigilance on the part of City staff will be sought to ensure that intended goals are achieved. This will be accomplished through the monitoring process as outlined in the City's CDBG Program Policies and Procedures manual. Furthermore, as it relates with assisting homeless individuals and families, the City will continue

to support the local Continuum of Care and the Washington Local Homeless Coordinating Committee's (LHCC) active roles in providing coordination to homeless providers in the City.

Actions planned to enhance coordination between public and private housing and social service agencies

A consortium of local homeless services and housing providers are involved in planning and coordinating programs in the St. George area. The principal organizations are: Switchpoint Community Resource Center, DOVE Center, Youth Futures, St. George City Housing Authority, Southwest Center Mental Health, Utah Department of Workforce Service, and Five County Association of Governments.

The City will continue to support the local Continuum of Care and the Washington Local Homeless Coordinating Committee's active roles in providing cooperation, innovation and local control in the provision of services to the community.

Discussion:

No further discussion needed.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City receives program income from the sale or transfer of property from the Down Payment Assistance Program (DPAP). However, the City elected not to continue that program for the 2017 program year has not reimplemented it since that time.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80

The City estimates the percentage of CDBG funds that will be used for activities that benefit LMI persons will be 80%. This is based upon the projects funded for a one-year period of time to be utilized during the 2022 program year - July 1, 2022 through June 30, 2023.

City of St. George 2022 Funding (PY22 FY23)

	CDBG		
2022 Allocation	**$646,267**	TOTAL available for year	**$646,267**
PROGRAM INCOME (previous program year)	**$0**	obligated	**$646,267**
Prior Year Resources	**$0**	unobligated	**$0**

	Allocation	% of allocation	Notes
CDBG Projects			
CDBG: Program Admin	$126,100	19.5121%	20% max
CDBG: Public Services	$96,000	14.8545%	15% max
CDBG: Public Facilities & Infrastructure	$424,167	65.6334%	no cap
Totals	***$646,267***	***100.00%***	

Public Facilities Identified	**Allocation**
Rec Center (restroom)	$40,000
Park Sandtown	$384,167
Total Requests	***$424,167***

Program Admin	***Allocation***
Staff Salaries	$60,000
Spectrum	$1,000
Office Supplies	$100
3rd party (ERR, HEROS, etc)	*$65,000*
	$126,100

Public Services Identified	***Allocation***
Big Brothers Big Sisters	$15,000
DOVE Center	$10,000
Family Support	$10,000
Memory Matters	$36,000
Switchpoint	$25,000
Total Requests	***$96,000***

Agenda Date: 07/14/2022 **Agenda Item Number:** 04

Subject:

Consider approval of the St. George Arts Commission's RAP Tax art grants distribution list

Item at-a-glance:

Staff Contact: Emily Reed

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

Each year since the approval of RAP Tax, the St. George Arts Commission receives and reviews grant applications from local cultural non-profits. The St. George Arts Commission met on Thursday, June 23rd, 2022 to discuss applications for RAP Tax Grants in the 2022-2023 fiscal year. The Commission received and reviewed 30 applications for funds this year, totaling $547,138 in requests and has recommended allocations totaling $250,000.

Staff Narrative (need/purpose):

The organizations who applied serve all the artistic and cultural forms that make St. George such a vibrant city. There are dance organizations, theater, history, music, film, fine arts, and more. Through the work of these entities and the grants provided by RAP Tax, tens of thousands of St. George residents have the opportunity to engage in and be impacted by the arts.

Name of Legal Dept approver: Tani Pack

Budget Impact:

Cost for the agenda item: $250,000

Amount approved in current FY budget for item: $250,000

If not approved in current FY budget or exceeds the budgeted amount, please explain
funding source:

The budget line is actually $275,000, but $25,000 is awarded to Tuacahn on a contractual basis.

Description of funding source:

RAP Tax allocation for arts grants

Recommendation (Include any conditions):

General Operating Support GrantsArt Around the Corner, $5,000.00Cox PAC Presents the Celebrity Concert Series, $16,000.00Dinosaur Ah!torium, $5,000.00Encore Performing Arts, $5,000.00Film and Media Alliance of Southern Utah, $12,000.00Harry Bertoia Foundation, $1,000.00Lieto, $4,500.00Saint George Chamber Singers/St. George Children's Choir, $5,000.00Sears Art Museum, $16,000.00So U Comedy Theater, $4,500.00Southern Utah Art Guild, $7,000.00Southern Utah Heritage Choir, $16,300.00Southwest Symphony Orchestra, $20,000.00St George Jazz, $10,000.00St. George Children's Museum, $14,000.00St. George Dance Company, $15,000.00St. George Musical Theater, $15,000.00Te Fano O Te Ra INC, $3,000.00The Stage Door, $15,000.00Washington County Historical Society, $2,200.00Western Sky Aviation Warbird Museum, Inc., $8,000.00Zion Youth Symphony Orchestra,

$3,000.00Project Specific Grants (funds must be spent on project costs proposed in application or returned to the City)Arts to Zion L3c, $2,500.00Castle Rock Music Camp, $6,500.00Dixie Watercolor Society, $3,500.00Encore Performing Arts, $7,000.00Exchange Club of St. George Foundation, $7,500.00Film and Media Alliance of Southern Utah, $2,500.00St George Jazz (Festival), $10,500.00St. George Dance Company, $7,500.00TOTAL, $250,000.00

ST. GEORGE
ARTS
COMMISSION

Mayor Randall and City Council Members,

The St. George Arts Commission met on Thursday, June 23rd, 2022 to discuss applications for RAP Tax Grants in the 2022-2023 fiscal year.

The Commission received and reviewed 30 applications for funds this year, totaling $547,138 in requests. The organizations who applied serve all the artistic and cultural forms that make St. George such a vibrant city. There are dance organizations, theater, history, music, film, fine arts, and more. Through the work of these entities and the grants provided by RAP Tax, tens of thousands of St. George residents have the opportunity to engage in and be impacted by the arts.

I am so grateful to live in a community that has a sculpture around every corner, a dancer on every street, and a gallery in every building. St. George is a gateway to parks and a destination for the arts. Thank you for your continued support of these programs and organizations.

The St. George Arts Commission is pleased to recommend the distribution of RAP Tax Grant monies, totaling $250,000, as listed on the following page.

Thankful,

Emily Reed

Community Arts & Exhibits Manager

435-627-4580 EMILY.REED@SGCITY.ORG

ST. GEORGE ARTS COMMISSION

Name	Requested	Recommendation
General Operating Support Grants		
Art Around the Corner	$15,000.00	$5,000.00
Cox PAC Presents the Celebrity Concert Series	$71,100.00	$16,000.00
Dinosaur Ah!torium	$8,000.00	$5,000.00
Encore Performing Arts	$27,500.00	$5,000.00
Film and Media Alliance of Southern Utah	$19,000.00	$12,000.00
Harry Bertoia Foundation	$5,000.00	$1,000.00
Lieto	$5,000.00	$4,500.00
Saint George Chamber Singers/St. George Children's Choir	$8,000.00	$5,000.00
Sears Art Museum	$40,000.00	$16,000.00
So U Comedy Theater	$13,710.00	$4,500.00
Southern Utah Art Guild	$30,000.00	$7,000.00
Southern Utah Heritage Choir	$25,000.00	$16,300.00
Southwest Symphony Orchestra	$40,000.00	$20,000.00
St George Jazz	$20,000.00	$10,000.00
St. George Children's Museum	$29,999.00	$14,000.00
St. George Dance Company	$25,000.00	$15,000.00
St. George Musical Theater	$25,000.00	$15,000.00
Te Fano O Te Ra INC	$10,000.00	$3,000.00
The Stage Door	$25,000.00	$15,000.00
Washington County Historical Society	$5,000.00	$2,200.00
Western Sky Aviation Warbird Museum, Inc.	$20,000.00	$8,000.00
Zion Youth Symphony Orchestra	$3,000.00	$3,000.00
Project Specific Grants		
Arts to Zion L3c	$5,000.00	$2,500.00
Castle Rock Music Camp	$10,000.00	$6,500.00
Dixie Watercolor Society	$8,330.00	$3,500.00
Encore Performing Arts	$17,500.00	$7,000.00
Exchange Club of St. George Foundation	$8,000.00	$7,500.00
Film and Media Alliance of Southern Utah	$5,000.00	$2,500.00
St George Jazz (Festival)	$13,000.00	$10,500.00
St. George Dance Company	$9,999.00	$7,500.00
TOTALS	**$547,138.00**	**$250,000.00**

Agenda Date: 07/14/2022 **Agenda Item Number:** 05

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.

Proposed Ordinance Amendments- Construction Standards

- Energy Star Appliances- All new construction
- WaterSense Labelled Plumbing Fixtures- All new construction
- Hot Water Recirculation to provide hot water within 0.6 gallons displacement
- Each Unit Individually Metered if ground-level access



Proposed Ordinance Amendments - Landscape Standards

- Lawn in SF Residential zones limited to 8% of total lot area, with 1,500 SF Max. cap up to ½ acre lot.
  - Lots > ½ acre 2,000 SF lawn allowed;
  - 600 SF lawn allowed in any lot, regardless of size.
- Swimming pools NOT count as landscaped areas.
- Turfgrass not allowed in park strips, landscape areas less that 8’ in width, or landscaped areas that are on slopes greater than 15%.



Proposed Ordinance Amendments

- Turfgrass not allowed in non-residential zones unless for active recreation areas.
- Car Washes- limited to 35 gallons per vehicle of fresh water.
- Car Washes- Facility sized and plumbed for recycling equipment such that a recycling system can be easily installed at a future date as technology improves.
- Golf Courses allowed with own source of water.
- Amusement Centers with Water Activities allowed with own source of water.



Vesting

Issuance of Permit

1. Development located on lawfully created lot or parcel
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 and/or has provided a Will Serve Letter issued by the District.



CHAPTER 1
WATER USE AND SERVICE

8-1-1: Definitions
8-1-2: Waterworks System
8-1-3: Rules And Regulations; Authority Of City Council
8-1-4: Rates; Delinquency
~~8-1-4: Water Record~~
~~8-1-5: Assessments~~
8-1-5: No Development Without Water
8-1-6: Private Water Companies
8-1-7: Right Of Entry On Premises of Water User
8-1-8: Scarcity Of Water
8-1-9: Water Flowing In Streets
8-1-10: Injuring Fixtures Or Befouling Water
8-1-11: Nonliability Of City
8-1-12: Water Waste Prohibited

8-1-1:
DEFINITIONS:

A. Distribution means the delivery of water to three (3) or more customers for a charge in excess of the cost of the water.

B. Domestic Purposes means the residential indoor use of culinary water. It does not include any outdoor use.

C. City means the City of St. George, Utah.

D. Water Services Director means the named department head over the water department for the City of St. George.

E. Water Waste means the use of culinary water whether intentional or unintentional, which exceeds the equivalent residential unit standards established by the City.

F. Waterworks means the sourcing, pumping, piping, treatment, distribution, tanks, and other infrastructure necessary to supply and distribute culinary and secondary water within the City.

8-1-2
WATERWORKS SYSTEM:
The Waterworks ~~constructed under the direction of the City council to supply the City with water shall be designated and known as the "St. George City waterworks." It~~ shall be the

property of the City and shall be under the sole and exclusive control of the City Council, who may, from time to time, direct the construction of such reservoirs, water tanks, water mains, service pipes and fire hydrants, as the necessities of the inhabitants of the City may require.

8-1-3:
RULES AND REGULATIONS; AUTHORITY OF CITY COUNCIL:
The City Council may enact ordinances, rules and regulations for the management and conduct of the City Waterworks ~~system~~.

8-1-4:
RATES; DELINQUENCY:
A. *Water Rates; Owner Of Premises Liable:* The City shall not be required to furnish water for use in any house, tenement, apartment, building, place, premises or lot, whether such water is for the use of the owner or tenant, unless the application for water shall be made in writing, signed by the owner or a duly authorized agent, in which application the owner shall agree to pay for all water furnished such house, tenement, apartment, building, place, premises or lot according to the ordinances, rules and regulations enacted or adopted by the City. In case an application for furnishing water shall be made by a tenant of the owner, the City may require as a condition of granting the application for furnishing water that the application contain an agreement signed by the owner or duly authorized agent, to the effect that in consideration of granting the application, the owner will pay for all water furnished the tenant, or any other occupant of the place named in the application, in case the tenant or the occupant fails to pay for the water according to the ordinances, rules and regulations enacted or adopted by the City.

B. *Failure To Pay Service; Termination:* In case the owner, tenant or occupant of any premises, house, tenement, apartment, building, place, or lot fails to pay for water furnished such owner, tenant, or occupant, according to such ordinances, rules or regulations enacted or adopted, the City may cause the water service to be shut off from such premises, house, tenement, apartment, building, place, or lot. The City shall not be required to turn the service ~~same~~ on again until all arrears for water furnished shall be paid in full.

~~**8-1-4:**~~
~~**WATER RECORD:**~~
~~The city recorder shall make in a book to be kept for that purpose a water record, showing the number of water shares to the use of which the several owners are entitled, and shall distinguish clearly between water shares which entitle the owner to the use of water from the east springs.~~

~~**8-1-5:**~~
~~**ASSESSMENTS:**~~
~~A. *Water Assessment Roll:*~~
~~1. The City recorder shall by examination of the east City springs water abstract, present to the City council on or before the first Saturday in March of each year a water assessment roll.~~

~~2. Upon receipt of the east City springs assessment roll, the City council, for the purpose of regulating and controlling the east City springs irrigation water, shall during the month of March, by resolution, levy a water assessment upon each and every share. Within two (2) weeks after the adjournment of the City council at which the assessment was made, the City recorder shall compute the assessment against each share. Upon receipt of the water assessment roll, the City treasurer shall proceed to collect the water assessment, and on or before July 1 of each year furnish to the holder of each of the shares or fraction thereof, by mail, postage prepaid, the number of shares of water assessed with the amount of assessment levied and when it becomes due.~~

~~3. All assessments provided for under the provisions of this section shall be due at twelve o'clock (12:00) noon on July 15 in each year, and on August 4 following at twelve o'clock (12:00) noon, all unpaid assessments shall be delinquent.~~

~~B. *Treasurer To Receive Assessments:* The City treasurer shall keep a water assessment account. The City treasurer shall receipt monthly for all water assessments collected, specifying the amount and kinds paid.~~

8-1-5:

NO DEVELOPMENT WITHOUT WATER:

A. Pursuant to the provisions of Utah Code §10-9a-508, any person or property owner wishing ~~it shall be unlawful for persons~~ to develop property within the City ~~in excess of one acre~~ for residential, commercial, or industrial purposes shall notify the City with the application, of ~~unless~~ any and all water rights which may be appurtenant to or used upon and in connection with the property proposed to be developed. All water rights sufficient to meet the needs of the proposed development which are existing and appurtenant to or used upon and in connection with said property, or produced and developed on said property, ~~are~~ shall be transferred to the City to support the project or development. If after sufficient rights have been transferred to support the project, there are excess water rights, the developer may first offer~~ed~~ to the City the ~~for~~ purchase of said excess water rights ~~by the City~~ at the fair market value. Any person seeking to develop property within the City as provided above shall furnish satisfactory evidence to the City that no transfer, sale, lease, or disposal of water rights was consummated after June 1, 1987, contrary to the provisions hereof. No person shall sell, transfer, lease or assign water or water rights that are produced or developed on property within the City where such water will be used for the benefit of property that has not previously benefited therefrom, unless it is determined that future development of the property which has historically benefited from such water would not be feasible under any conditions. Any determination of the transferability of water shall be made by the Water Services Director in writing after a consideration of 1) the impact development of any such property will have upon the City's ability to reasonably supply water to future occupants of the property; 2) the use to be made of water proposed to be transferred; 3) the most efficient utilization of water within the City; 4) the furtherance of conservation practices; and 5) all other relevant circumstances.

B. Any person not in agreement with the Water Services Director's decision affecting property in which that person has an interest may appeal the decision to the City Council ~~to the water and energy services board~~ within ~~fifteen (~~ten (15) calendar days ~~after receipt~~ of the date of any

written ~~such~~ determination. Any appeal must be in writing and submitted in person or by email to the City Recorder. The procedure thereafter shall be governed by City Code §1-15-1 *et. seq.* ~~by requesting a hearing and setting forth the basis for appeal. Within thirty (30) days after receipt of an appeal, the water and energy services board shall afford the property owner a public hearing, at which time said person may present evidence in opposition to that determination, and the water and energy services board may thereafter affirm, modify or reverse the decision of the water services director.~~

C. No plat shall be approved nor building permit issued in furtherance of the development of any property from which water rights have been transferred in violation hereof. Violation shall constitute an infraction, and upon conviction, subject to penalty as provided in section 1-4-1 of this code, and each day during which a violation exists may be considered a separate offense.

8-1-6:
PRIVATE WATER COMPANIES:

A. Any person or entity engaged in the Distribution of water for culinary or irrigation purposes within the City shall obtain a permit therefor from the water services director. ~~"Distribution" is defined to mean the delivery of water to three (3) or more customers for a charge in excess of the cost of the water.~~ No permit shall be issued except to persons or entities engaged in the Distribution of water prior to the adoption of the ordinance codified herein, or for proposed Distribution that is determined by the director to not interfere with or impact the conservation and effective utilization of water resources through the City water system. Reasonable standards for making such determination shall be formulated by the Water Services Director and adopted by the ~~water and energy services board~~ City Council. Permits shall be issued after a submission of such information and data reasonably requested by the Water Services Director and upon determination by the ~~water and energy services board~~ City Council that the requested Distribution is consistent with the standards adopted, the economy, and best interests of the City, and the need to regulate water resources within the City. Issuance or denial of a permit shall be made by the ~~board~~ City Council within thirty (30) days after the receipt by it of all requested information. ~~Denial of a permit may be appealed in writing to the~~ City ~~council within fifteen (15) days after receipt of denial from the water and energy services board, and the~~ City. ~~council shall afford the appellant a hearing and render a decision approving or reversing the decision of the board within thirty (30) days after receipt of such appeal~~.

B. Any permit issued by the City for private water distribution hereunder shall:

1. Agree to hold the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim, or demand whatsoever, resulting from negligence on the part of the private water distribution company in the construction, operations or maintenance of its infrastructure and water system. The City shall notify a franchised private water distributor within ten (10) business days after receipt of any notice of claim or demand, either by suit, or otherwise, is made against the City alleging any negligence of the franchised private water distributer.

2. Agree that any franchise rights granted shall take effect and be in force from and after the passage of a resolution by the City Council granting such franchise and upon filing of acceptance by the private water distributor of the franchise with the City Recorder. A franchise so granted shall continue in force and effect for a term of three (3) years thereafter. In the event acceptance by the private water distributor is not filed with the City Recorder within thirty (30) calendar days after passage of the resolution, and/or service has not commenced within sixty (60) calendar days after the acceptance has been filed, any franchise granted shall be deemed null and void.

3. Any private water distributor granted a franchise shall pay to the City an initial franchise fee of one thousand five hundred dollars ($1,500.00) together with an amount which represents the equivalent of two percent (2%) of the gross annual operating revenues taken in and received by the private water distributor on all retail sales of water within the City.

~~be upon those conditions set forth in sections 8-3A-4 through 8-3A-10 of this title, substituting "water" for "electric." The fees payable for such a permit shall correspond to those fees set forth in section 8-3A-12 of this title.~~

4. Failure of a person or entity to comply with the provisions hereof may result in the revocation of a franchise or, permit and all rights thereunder upon written notice from the City and after the expiration of opportunity as provided in such notice for a hearing before the City Council with regard to such violation, failure, or default.

8-1-7:
RIGHT OF ENTRY ON PREMISES OF WATER USER:
All authorized persons connected with the City waterworks shall have the right to enter upon any premises furnished with water by the City to examine the apparatus, the amount of water used and the manner of use, and to make all necessary shutoffs for vacancy, delinquency or violation of the ordinances, rules or regulations concerning utilities enacted or adopted by the City.

8-1-8:
SCARCITY OF WATER:
In the event of a scarcity of water, the mayor may, by proclamation, limit the use of water for any purpose other than domestic purposes to such extent as may be required for the public good in the judgment of the City Council.

8-1-9:
WATER FLOWING IN STREETS:
Any person who willfully or carelessly obstructs, or injures any street, alley, public place, or sidewalk within the City, by permitting flow or seepage of water or who willfully or carelessly permits water under his control to escape in any manner, so as to injure any street, alley, public place or sidewalk shall be deemed guilty of an infraction and, upon conviction, subject to penalty as provided in section 1-4-1 of this code.

8-1-10:
INJURING FIXTURES OR BEFOULING WATER:

A. Any person who shall use the water coming through the ~~water mains~~ Waterworks without first paying all necessary fees or hookup costs, or who shall without authority open any stopcock, valve or other fixtures attached to the system of water supply, or shall in any way injure, deface or impair any part or any appurtenance of the Waterworks; or shall bathe in, or cast anything into any reservoir or tank, shall be deemed guilty of a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1-4-1 of this code.

B. It shall be unlawful for any person to connect to any known water line feeding water from any spring, well or stream to any system which is fed from the City ~~culinary~~ water system.

C. It shall be unlawful for any plumber authorized to make connections in the City under this chapter to connect any private water system to any other system, which is directly connected with any pipes leading directly or indirectly from the City ~~culinary~~ water system.

8-1-11:
NONLIABILITY OF CITY:

The City shall not be held liable for damages to any water taker by reason of a stoppage or interruption of the water supply, caused by scarcity of water, force majeure, accidents to canals, Waterworks or mains, alterations, additions, repairs, or other unavoidable causes.

8-1-12:
WATER WASTE PROHIBITED.

A. It shall be unlawful for any water user to waste water including, but not limited to:

1. Allowing it to be wasted by stops, taps, valves, or leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow;

2. Wastefully running water from hydrants, faucets, or stops or through basins, water closets, urinals, sinks, or other apparatus; or

3. Outdoor watering so that a majority or significant portion of water falls directly onto impervious surfaces rather than onto any plantings and accumulates on the impervious surface to the extent that running water leaves the property and enters gutters, storm drains, ditches, and other conveyances.

B. Notice of Water Waste. The Water Services Director or designee shall be responsible for identifying persons who waste or may be wasting water by reviewing complaints or by reviewing metering information.

1. Whenever any person or entity wastes or may be wasting water, the Water Services Director or designee may give such person or entity verbal or written notice of that fact,

with recommendations as to how the wasting of water can be eliminated. Such recommendations might include, but are not limited to, repairing leaky pipes, valves, or stops, redirection of sprinkler heads, resetting of system timers, addition of devices to prevent water pressure fluctuations, or changes in location of sprinkler systems.

2. Whenever the Water Services Director or designee finds that any person repeatedly or flagrantly wastes water, he or she may serve upon such person a written notice of violation. Such notice shall be served by personal delivery, by mail , or by email, and shall identify the location at which water is being wasted, the manner in which the water is being wasted, and shall specify a time within which the wasting of water shall cease. The notice shall also warn that more severe measures, such as restriction or termination of water service, may be assessed or brought against the person unless the wasting of water ceases within the time provided.

3. The time given to cease wasting water may range from a requirement for immediate compliance up to thirty (30) days, depending upon the facts and circumstances of each case. For instance, if a remedy involves moving a portable hose or sprinkler, immediate compliance may be appropriate; if a remedy involves repairing or replacing a sprinkler head, several days may be required; if the remedy involves more extensive or expensive work, up to thirty (30) days may be necessary.

4. If after receipt of a notice, the user of the City water continues to waste water after the period of time specified in the notice for ceasing such activity, the City may terminate the right of the individual to use City water. Notice of the intention to terminate a water connection shall be given at least fifteen (15) calendar days prior the termination of service. A decision to terminate a water connection may be appealed in writing to the City Manager within 10 calendar days of the date of the notice Appeals must be in writing and served upon the City Recorder in person or by email. Appeals which are not timely filed will not be heard.

CHAPTER 1
WATER USE AND SERVICE

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C. City means the City of St. George, Utah.

D. Water Services Director means the named department head over the water department for the City of St. George.

E. Water Waste means the use of culinary water whether intentional or unintentional, which exceeds the equivalent residential unit standards established by the City.

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WATERWORKS SYSTEM:

The Waterworks shall be the property of the City and shall be under the sole and exclusive control of the City Council, who may, from time to time, direct the construction of such reservoirs, water tanks, water mains, service pipes and fire hydrants, as the necessities of the inhabitants of the City may require.

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RULES AND REGULATIONS; AUTHORITY OF CITY COUNCIL:
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B. *Failure To Pay Service; Termination:* In case the owner, tenant or occupant of any premises, house, tenement, apartment, building, place, or lot fails to pay for water furnished such owner, tenant, or occupant, according to such ordinances, rules or regulations enacted or adopted, the City may cause the water service to be shut off from such premises, house, tenement, apartment, building, place, or lot. The City shall not be required to turn the service ~~same~~ on again until all arrears for water furnished shall be paid in full.

8-1-5:
NO DEVELOPMENT WITHOUT WATER:
A. Pursuant to the provisions of Utah Code §10-9a-508, any person or property owner wishing to develop property within the City for residential, commercial, or industrial purposes shall notify the City with the application, of any and all water rights which may be appurtenant to or used upon and in connection with the property proposed to be developed. All water rights sufficient to meet the needs of the proposed development which are existing and appurtenant to or used upon and in connection with said property, or produced and developed on said property, shall be transferred to the City to support the project or development. If after sufficient rights have been transferred to support the project, there are excess water rights, the developer may first offer to the City the purchase of said excess water rights at the fair market value. Any person seeking to develop property within the City as provided above shall furnish satisfactory evidence to the City that no transfer, sale, lease, or disposal of water rights was consummated after June 1, 1987, contrary to the provisions hereof. No person shall sell, transfer, lease or assign water or water rights that are produced or developed on property within the City where such water will be used for the benefit of property that has not previously

benefited therefrom, unless it is determined that future development of the property which has historically benefited from such water would not be feasible under any conditions. Any determination of the transferability of water shall be made by the Water Services Director in writing after a consideration of 1) the impact development of any such property will have upon the City's ability to reasonably supply water to future occupants of the property; 2) the use to be made of water proposed to be transferred; 3) the most efficient utilization of water within the City; 4) the furtherance of conservation practices; and 5) all other relevant circumstances.

B. Any person not in agreement with the Water Services Director's decision affecting property in which that person has an interest may appeal the decision to the City Council within ten (10) calendar days of the date of any written determination. Any appeal must be in writing and submitted in person or by email to the City Recorder. The procedure thereafter shall be governed by City Code §1-15-1 *et. seq.*

C. No plat shall be approved nor building permit issued in furtherance of the development of any property from which water rights have been transferred in violation hereof. Violation shall constitute an infraction, and upon conviction, subject to penalty as provided in section 1-4-1 of this code, and each day during which a violation exists may be considered a separate offense.

8-1-6:
PRIVATE WATER COMPANIES:

A. Any person or entity engaged in the Distribution of water for culinary or irrigation purposes within the City shall obtain a permit therefor from the water services director. No permit shall be issued except to persons or entities engaged in the Distribution of water prior to the adoption of the ordinance codified herein, or for proposed Distribution that is determined by the director to not interfere with or impact the conservation and effective utilization of water resources through the City water system. Reasonable standards for making such determination shall be formulated by the Water Services Director and adopted by the City Council. Permits shall be issued after a submission of such information and data reasonably requested by the Water Services Director and upon determination by the City Council that the requested Distribution is consistent with the standards adopted, the economy, and best interests of the City, and the need to regulate water resources within the City. Issuance or denial of a permit shall be made by the City Council within thirty (30) days after the receipt by it of all requested information.

B. Any permit issued by the City for private water distribution hereunder shall:

1. Agree to hold the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim, or demand whatsoever, resulting from negligence on the part of the private water distribution company in the construction, operations or maintenance of its infrastructure and water system. The City shall notify a franchised private water distributor within ten (10) business days after receipt of any notice of claim or demand, either by suit, or otherwise, is made against the City alleging any negligence of the franchised private water distributer.

2. Agree that any franchise rights granted shall take effect and be in force from and after the passage of a resolution by the City Council granting such franchise and upon filing of acceptance by the private water distributor of the franchise with the City Recorder. A franchise so granted shall continue in force and effect for a term of three (3) years thereafter. In the event acceptance by the private water distributor is not filed with the City Recorder within thirty (30) calendar days after passage of the resolution, and/or service has not commenced within sixty (60) calendar days after the acceptance has been filed, any franchise granted shall be deemed null and void.

3. Any private water distributor granted a franchise shall pay to the City an initial franchise fee of one thousand five hundred dollars ($1,500.00) together with an amount which represents the equivalent of two percent (2%) of the gross annual operating revenues taken in and received by the private water distributor on all retail sales of water within the City.

4. Failure of a person or entity to comply with the provisions hereof may result in the revocation of a franchise or, permit and all rights thereunder upon written notice from the City and after the expiration of opportunity as provided in such notice for a hearing before the City Council with regard to such violation, failure, or default.

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SCARCITY OF WATER:
In the event of a scarcity of water, the mayor may, by proclamation, limit the use of water for any purpose other than domestic purposes to such extent as may be required for the public good in the judgment of the City Council.

8-1-9:
WATER FLOWING IN STREETS:
Any person who willfully or carelessly obstructs, or injures any street, alley, public place, or sidewalk within the City, by permitting flow or seepage of water or who willfully or carelessly permits water under his control to escape in any manner, so as to injure any street, alley, public place or sidewalk shall be deemed guilty of an infraction and, upon conviction, subject to penalty as provided in section 1-4-1 of this code.

8-1-10:
INJURING FIXTURES OR BEFOULING WATER:

A. Any person who shall use the water coming through the Waterworks without first paying all necessary fees or hookup costs, or who shall without authority open any stopcock, valve or other fixtures attached to the system of water supply, or shall in any way injure, deface or impair any part or any appurtenance of the Waterworks; or shall bathe in, or cast anything into any reservoir or tank, shall be deemed guilty of a class B misdemeanor and, upon conviction, subject to penalty as provided in section 1-4-1 of this code.

B. It shall be unlawful for any person to connect to any known water line feeding water from any spring, well or stream to any system which is fed from the City water system.

C. It shall be unlawful for any plumber authorized to make connections in the City under this chapter to connect any private water system to any other system, which is directly connected with any pipes leading directly or indirectly from the City water system.

8-1-11:
NONLIABILITY OF CITY:

The City shall not be held liable for damages to any water taker by reason of a stoppage or interruption of the water supply, caused by scarcity of water, force majeure, accidents to canals, Waterworks or mains, alterations, additions, repairs, or other unavoidable causes.

8-1-12:
WATER WASTE PROHIBITED.

A. It shall be unlawful for any water user to waste water including, but not limited to:

1. Allowing it to be wasted by stops, taps, valves, or leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow;

2. Wastefully running water from hydrants, faucets, or stops or through basins, water closets, urinals, sinks, or other apparatus; or

3. Outdoor watering so that a majority or significant portion of water falls directly onto impervious surfaces rather than onto any plantings and accumulates on the impervious surface to the extent that running water leaves the property and enters gutters, storm drains, ditches, and other conveyances.

B. Notice of Water Waste. The Water Services Director or designee shall be responsible for identifying persons who waste or may be wasting water by reviewing complaints or by reviewing metering information.

1. Whenever any person or entity wastes or may be wasting water, the Water Services Director or designee may give such person or entity verbal or written notice of that fact,

with recommendations as to how the wasting of water can be eliminated. Such recommendations might include, but are not limited to, repairing leaky pipes, valves, or stops, redirection of sprinkler heads, resetting of system timers, addition of devices to prevent water pressure fluctuations, or changes in location of sprinkler systems.

2. Whenever the Water Services Director or designee finds that any person repeatedly or flagrantly wastes water, he or she may serve upon such person a written notice of violation. Such notice shall be served by personal delivery, by mail , or by email, and shall identify the location at which water is being wasted, the manner in which the water is being wasted, and shall specify a time within which the wasting of water shall cease. The notice shall also warn that more severe measures, such as restriction or termination of water service, may be assessed or brought against the person unless the wasting of water ceases within the time provided.

3. The time given to cease wasting water may range from a requirement for immediate compliance up to thirty (30) days, depending upon the facts and circumstances of each case. For instance, if a remedy involves moving a portable hose or sprinkler, immediate compliance may be appropriate; if a remedy involves repairing or replacing a sprinkler head, several days may be required; if the remedy involves more extensive or expensive work, up to thirty (30) days may be necessary.

4. If after receipt of a notice, the user of the City water continues to waste water after the period of time specified in the notice for ceasing such activity, the City may terminate the right of the individual to use City water. Notice of the intention to terminate a water connection shall be given at least fifteen (15) calendar days prior the termination of service. A decision to terminate a water connection may be appealed in writing to the City Manager within 10 calendar days of the date of the notice Appeals must be in writing and served upon the City Recorder in person or by email. Appeals which are not timely filed will not be heard.

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

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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

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.

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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 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.

F~~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.~~

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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.

D. An Improvement Completion Assurance is required. The two (2) acceptable forms of completion assurance are cash, 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. (

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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:

ACCESSORY STRUCTURE: A structure that is incidental and subordinate to a main Building located on the same Lot or Parcel, contains no living space, and is not attached to a main Building.

ACCESSORY USE: An allowed land use that is subordinate and incidental to the main use on the Lot or Parcel.

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.

ADJACENT: Property that is joined, touches, or is directly across a Public Street, Private Street, access easement, or Alley from the subject property, except a freeway, or a constructed or transportation master planned arterial (eighty-foot (80') right-of-way) street or greater.

ADJOINING PROPERTY OWNERS: All owners within one hundred fifty feet (150') in each direction from the Lot or Parcel, as determined from the tax records of the county.

AGRICULTURE: Tilling soil or raising and harvesting crops.

ALLEY: A private paved secondary access constructed to city standards.

ALLOWED USE: A use of land that:

A. Is specifically permitted, or permitted with standards, in the zone;

B. Has received a Conditional Use permit; or

C. Is a valid Nonconforming Use.

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.

APIARY: A property where one (1) or more Bee colonies is kept.

APPEAL AUTHORITY: The administrative hearing officer is the Appeal Authority unless otherwise specified herein.

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

ARTS DISTRICT: A defined neighborhood or part of the city which the city council has determined to be appropriate for Arts District distinction. Such areas or sites do not have to be contiguous in order to constitute a district.

ATTACHED (STRUCTURE): Sharing a minimum of one (1) common wall and integrated roof, or having portions of a structure, connected with a minimum roof width of twelve feet (12') with the design and materials being consistent.

BACKFLOW PREVENTION ASSEMBLY: A required assembly that prevents the flow of water from the water distribution system back to the culinary water source.

BASEMENT: That portion of a Building that is below the first floor.

BED AND BREAKFAST: A Building in which a full-time, live-in caretaker resides and serves one (1) or more meals per day, and provides overnight accommodations for Short-Term Guests.

BEE: The common honey bee (Apis millifera), or the mason bee (Osmia lignaria). "Bee" does not include the African honey bee (Apis mellifera scutellate), or any hybrid thereof.

BEE COLONY: All bees in a Hive, including queens, workers, or drones.

BEEKEEPER: A person who owns or maintains one (1) or more colonies of bees on their own private property.

BODY PIERCING: Creating a new body opening for jewelry or decoration. This term specifically excludes ear piercing.

BUILDING: Any structure having a roof supported by columns or walls, for the occupancy or enclosure of persons, animals, or chattel.

BUILDING HEIGHT: The vertical distance measured from the average of the midpoint of the two (2) tallest elevations, measured from the Adjacent Grade to the highest point of the Coping of a flat roof, the deck line of a mansard roof, or the midpoint between ridge and eaves of a Sloped roof, as depicted below:

Flat Roof (One (1) Story) *[illustration not included in this draft]*

Flat Roof (Two (2) Story) *[illustration not included in this draft]*

Sloped Roof (One (1) Story) *[illustration not included in this draft]*

Sloped Roof (Two (2) Story) *[illustration not included in this draft]*

(H1 + H2) / 2 = Building Height

BULK PLANT: Wholesale for Class 1 and 2 flammable or combustible liquids or gases.

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

CARGO CONTAINER: Any portable, reusable container generally referred to as a sea cargo container, cargo container or shipping container made as a prefabricated metal structure and primarily designed or used for transporting freight by commercial transportation on ships, by rail or mounted on a chassis for movement by a tractor trailer and built in accordance with the U.S. Department of Transportation Standards. "Cargo container" does not include semi-trailers as defined in Section 41-6a-102 Utah Code Annotated and must be free from damage, rust, and exposed metal, painted in one (1) solid muted earth tone color or similar color as a main structure, with no writing, signs, numbers, or logos.

CARPORT: A private garage not completely enclosed by walls and a door.

CASITA: See "Guesthouse."

CENTRAL BUSINESS DISTRICT: The central business district is defined as that area of St. George City described as follows:
Commencing at a brass cap on a granite stone located at the intersection of Tabernacle St. and Main St. (in the round-a-bout), also known as HCN #247, and running 10.01 feet S 01 °32'16" W, and 1382.44 feet S 88°27'44" E to a point in the middle of Tabernacle Street, said point also being the POINT OF BEGINNING; thence S 01 °34'55" W 175.83 feet; thence N 88°25'25" W 160.66 feet, to the middle of 200 East St.; thence S 01 °33'42" W 442.09 feet, to the middle of 100 South St.; thence N 88°28' 17" W 1,857.10 feet, to the middle of 100 West St.; thence N 01 °36'22" E 176.47 feet; thence N 88°26'00" W 1,240.72 feet, to the middle of 300 West St.; thence N 01 °39'41" E 132.09 feet; thence N 88°23'08" W 213.59 feet; thence N 01 °31 '29" E 308.63 feet, to the middle of Tabernacle St.; thence N 88°27'44" W 97.16 feet; thence N 01 °30'55" E 621.55 feet, to the middle of St. George Blvd.; thence N 88°24'47" W 309.44 feet, to the middle of 400 West St.; thence N 01 °24'43" E 619.73 feet, to the middle of 200 North St.; thence S 88°23'16" E 5,484.17 feet; thence S 01 °32'47" W 398.03 feet; thence S 88°55'11" E 90.24 feet, to the middle of 500 East St.; thence S 01 °34'55" W 837.11 feet, to the middle of Tabernacle St.; thence N 88°27'44" W 1,693.53 feet to the POINT OF BEGINNING.

Containing 8,459,970.70 square feet or 194.2142 acres, more or less.
Basis of Bearings = Between said HCN #247 and HCN #251 (ring and lid at Tabernacle St. and 1000 East St.) South 88°24'58" East, a distance of 6180.73.

CERTIFIED WATER AUDITOR: A person who has been certified by the city of St. George, the Washington County Water Conservancy District, the Irrigation Association, or other city-approved certification program.

CHILD CARE: The provision, day or night, of supplemental parental care, instruction and supervision for a nonrelated child or children, on a regular basis, and for less than twenty-four (24) hours a day. The term does not include babysitting services on a casual, nonrecurring nature or in the child's home, nor cooperative, reciprocate childcare by a group of parents in their respective domiciles.

A. Child Care, In-Home Babysitting: The provision of childcare for four (4) or fewer children within a Dwelling;

B. Child Care, Family: The provision of childcare for up to ten (10) children, including the provider's children who are under the age of eighteen (18), within the provider's primary residence.

CHILD CARE CENTER: A structure or Building, including outside play areas, used for the provision of childcare for less than twenty-four (24) hours per day.

CHURCH: See "Religious Facility."

CITY FACILITY: Land, right-of-way, easement, structure, or appurtenances owned by the city or by an agency or corporation wholly controlled by the city.

COMMERCIAL CENTER: A commonly owned or developed Project that shares parking, internal pedestrian circulation and Public Street access with a variety of commercial uses.

COMMON AREA: Land within a development not individually owned or dedicated for public use, which is designed and intended for the common use or enjoyment of the residents of the development. May include recreation structures, Landscaping, and improvements.

COMMON AREA, LIMITED: Land within a development not individually owned or dedicated for public use, which is designed and intended for the use or enjoyment of a specified residence of the development. May include driveways, Landscaping, and improvements.

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.

CONDITIONAL USE: A land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or Adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate detrimental impacts.

CONDOMINIUM OR TOWNHOUSE PROJECT: A development designed and approved for separate ownership of a single unit in a multiple-family development, together with an undivided interest in the Common Area and facilities.

CONSTRUCTION DRAWINGS: All plans, specifications, reports, and studies necessary to meet the requirements of this title and other ordinances of the city of St. George in the approval process of a subdivision, and to obtain a building permit. They include, but are not limited to, floor plans, elevations, site plans, utilities and utility design, roadways, drainage, and other infrastructure and improvements.

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.

COPING: A protective cap, top, or cover of a wall, parapet, or pilaster; often of stone, terra cotta, concrete, metal, or wood.
CREMATORIUM: A business, properly licensed by the state, that is devoted to cremation and/or embalming of the dead, but does not include facilities for burial, internment, body viewing, or funeral services.

CUESTA: A landform that has a steep ascent in one direction and a gentle descent in the opposite direction as designated on the Ridgeline map. The steep Slope is the cuesta face, an erosion escarpment, and the gentle one is the back Slope of the cuesta.

CUESTA CREST: The Ridgeline formed by the highest elevations of a cuesta.

CUT: Land surface that is reshaped by man through the removal of soil, rock, or other materials.

DAIRY: The processing of milk or milk products (excludes on-site Livestock).

DARK SKY: A nighttime sky that is substantially free of interference from artificial light.

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.

DEVELOPMENT ACTIVITY:

A. Any construction or expansion of a Building or structure;

B. Any change in use of a Building or structure that creates additional demand and need for public facilities;

C. Any change in the use of land that creates additional demand and need for public facilities; or

D. Grading, Filling, or clearing of land.

DIRECTOR: The St. George City Community Development Director

DISTRIBUTION UNIFORMITY: The measure of the uniformity of irrigation water over an area.

DISTRICT: The Washington County Water Conservancy District.

DRIP EMITTER: A Drip Irrigation fitting that delivers water slowly at the root zone of the plant, usually measured in gallons per hour.

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"

DWELLING: Any structure, manufactured home, mobile home, or portion thereof that is used for residential purposes, excluding Short-Term Residential Rental use.

DWELLING, MULTIPLE-FAMILY: A Building arranged or designed to be separately occupied by more than two (2) dwelling units.

DWELLING, SINGLE-FAMILY: A Building designed as a single dwelling unit.

DWELLING, TWO (2) FAMILY : A Building designed as two (2) dwelling units.

DWELLING UNIT: A Building, or separate portion thereof, with sleeping and kitchen facilities for the exclusive use of one (1) Family.

DWELLING UNIT, ACCESSORY : A subordinate residential living area created within a single-family dwelling or a detached Building on the same residential Lot as a single-family dwelling which meets the requirements of chapter 17A of this title.

ELEVATED OPEN FRONT PORCH: An open porch that is at least eight feet (8') wide, four feet (4') deep and extends to at least fifty percent (50%) of the front façade facing any street, is covered by a roof that is integrated into and part of the roof or roof extension and is of the same design and material as the roof, and the floor of which is elevated at least eighteen inches (18") above the sidewalk grade.

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.

EROSION HAZARD: The hazard associated with the natural process, either sudden or gradual, which moves a river channel.

EROSION HAZARD AREA: An area designated by the erosion hazard boundary maps.

EROSION HAZARD BOUNDARY MAPS: Maps designating the boundary of the erosion hazard area.

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.

FAMILY:

A. An individual; or

B. The immediate family members and up to one (1) additional unrelated person living with them as a single housekeeping unit in a Dwelling unit; or

C. A group of not more than four (4) persons, who need not be immediate family members, living together as a single housekeeping unit in a Dwelling unit; or

D. Two (2) unrelated persons and any children related to either of them living together as a single housekeeping unit.

FENCE: A barrier to limit visibility, provide privacy, define a property line, or prevent ingress or egress, made out of materials such as concrete or masonry block, wood, metal, stone, chain link or vegetation. A Retaining Wall is not a fence.

FENCE HEIGHT: Fence height is measured vertically, from finished grade to the shortest side of the fence.

FILL: The deposit of soil, rock or other materials placed by man.

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.

FINANCIAL, MEDICAL AND PROFESSIONAL OFFICE: Financial institutions, medical and professional offices/services, limited to daytime hours of operation, and excludes a hospital, payday loan and sexually oriented business.

FIRST FLOOR: The lowest above-grade Story in a structure; provided, the floor level is not more than four feet (4') below final grade for more than fifty percent (50%) of the perimeter. It can include habitable or uninhabitable Floor Area, as depicted below:

FIXED SPRAY: The pattern of spray from an irrigation head Nozzle, which is fixed and nonchanging.

FLOOD, BASE: The Flood event with a one percent (1%) chance of being equaled or exceeded in any given year.

FLOOD INSURANCE RATE MAP (FIRM): The official map on which the Federal Emergency Management Agency has delineated both the areas of special Flood hazard and the risk premium zones.

FLOOD INSURANCE STUDY: The official report provided by the Federal Emergency Management Agency that includes Flood profiles, the Flood boundary Floodway map, and the water surface elevation of the Base Flood.

FLOOD OR FLOODING: A general and temporary condition of partial or complete inundation of normally dry land areas from:

A. The overflow of inland waters; and/or

B. The unusual and rapid accumulation of runoff of surface waters from any source.

FLOOD, SPECIAL FLOOD HAZARD: Land subject to a one percent (1%) or greater chance of Flooding in any given year.

FLOODLIGHT: A fixture or lamp designed to "flood" an area with light. A specific form of lamp or fixture designed to direct its output in a specific direction. Such lamps are often designated by the manufacturer and are commonly used for Outdoor Lighting.

FLOODPLAIN: Land that:

A. Is within the one hundred (100) year Floodplain designated by FEMA; or

B. Has not been studied or designated by FEMA but presents a likelihood of experiencing chronic Flooding or a catastrophic Flood event, because the land has characteristics that are similar to those of a one hundred (100) year Floodplain designated by FEMA.

FLOODWAY: The channel of a river or other watercourse and the Adjacent land areas that must be reserved in order to discharge the Base Flood without cumulatively increasing the water surface elevation more than one foot (1').

FLOOR AREA: The sum of the gross horizontal areas of each Story of a Building measured from the exterior faces of the exterior walls or from the centerline of party walls. Basement floors, interior balconies and mezzanines, elevator shafts, stairwells and enclosed porches are included. Garage area is not included.

FLOW RATE: The rate at which water flows through pipes and Valves (gallons per minute or cubic feet per second).

FOOT-CANDLE: A unit of measure of the intensity of light falling on a surface, equal to one (1) Lumen per square foot.

FRUIT STAND: A structure that is no more than one thousand (1,000) square feet and is used exclusively for sale during the harvest season of seasonal crops, seedling plants, or garden, farm, or other agricultural produce if the seasonal crops are, seedling plants are, or garden, farm, or other agricultural produce is sold by:

A. The producer of the seasonal crops, seedling plants, or garden, farm, or other agricultural produce;

B. An employee of the producer; or

C. A member of the immediate family of the producer.

FULLY SHIELDED: An outdoor light fixture constructed so in its installed position, all of the light emitted by the fixture is projected below the horizontal plane passing through the lowest light-emitting part of the fixture.

GARAGE, PUBLIC: A Building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling, or storing motor driven Vehicles.

GEOLOGIC OR FLOOD HAZARD AREAS: Any manmade change to improved or unimproved real estate, including, but not limited to, Buildings or other structures, mining, dredging, Filling, grading, paving, excavation, or drilling operations located within the area of special Flood or geologic hazard.

GEOTECHNICAL ENGINEER: A person with a four (4) year degree in civil engineering or engineering geology from an accredited university who, through training and experience, is able to assure that geological factors affecting engineering works are recognized, adequately interpreted, and presented for use in engineering practice and for the protection of the public.

GLARE: Light, originating from a Direct Artificial Light Source, or any light reflected off a reflective surface, that causes visual discomfort or reduced visibility.

GRADE:

A. For Buildings adjoining one (1) street only, the elevation of the sidewalk at the center of that wall adjoining the street;

B. For Buildings adjoining more than one (1) street, the average of the elevations of the sidewalks at the centers of all walls adjoining the street;

C. For Buildings having no wall adjoining the street, the average level of the ground (finished surface) Adjacent to the exterior walls of the Building. All walls approximately parallel to and not more than five feet (5') from a street line are to be considered as adjoining a street.

GRADE, ADJACENT: A reference plane representing the average of finished ground level adjoining the Building at exterior walls. Where the finished ground level Slopes away from the exterior walls, the reference grade shall be established by the lowest points within the area between the Building and the Lot line or, where the Lot line is more than six feet (6') from the Building, between the Building and a point six feet (6') from the Building.

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").

GUESTHOUSE (CASITA): A detached living quarters located within a Building that is subordinate to and located on the same Lot or Parcel as the primary Dwelling. A Guesthouse may also be referred to as a "Casita".

HARDSCAPE: Elements of the Landscape constructed from nonliving materials such as concrete, boulders, brick, blacktop, and lumber. Includes patios, decks and paths but does not include driveways and sidewalks.

HILLSIDE REVIEW BOARD: The city of St. George hillside review board created under this title.

HIVE: An artificial or natural receptacle used to house Bees.

HOLIDAY OR FESTIVE LIGHTING: Any low wattage, seasonal decorative Outdoor Lighting.

HOME OCCUPATION: A business, transaction or activity conducted entirely within a Dwelling, and exclusively by persons residing within the Dwelling in a manner that is indiscernible from, and clearly incidental and secondary to, the residential use, without altering the Dwelling site or structure, the character of the neighborhood, the demand for public facilities or services, or creating an unsafe condition or short term residential rental.

HOUSEHOLD PETS: Animals ordinarily permitted in the house and kept for personal use and not for commercial purposes, not including goats or pigs.

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~~.

IMMEDIATE FAMILY: Consists of spouse, parent, children, grandparent or grandchildren and the spouse's parent, children, grandparent, or grandchildren.

IMPROVEMENT COMPLETION ASSURANCE: Means cash, or an irrevocable letter of credit under terms acceptable to the city, to guarantee the proper completion of Landscaping or an Infrastructure Improvement required as a condition precedent to:

A. Recording a subdivision plat; or

B. Development of any property or Project.

IMPROVEMENT WARRANTY: An applicant's unconditional warranty that the applicant's installed and accepted Landscaping or Infrastructure Improvement:

A. Complies with the municipality's written standards for design, materials, and workmanship; and

B. Will not fail in any material respect, as a result of poor workmanship or materials, within the Improvement Warranty period.

IMPROVEMENT WARRANTY PERIOD: A period:

A. No later than one (1) year after acceptance of required Landscaping; or

B. No later than one (1) year after acceptance of required infrastructure, unless the city:

1. Determines for good cause that a one (1) year period would be inadequate to protect the public health, safety, and welfare; and

2. Has substantial evidence, on record:

(a) Of prior poor performance by the applicant; or

(b) That the area upon which the infrastructure will be constructed contains suspect soil, and the municipality has not otherwise required the applicant to mitigate the suspect soil.

INFILTRATION RATE: The rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).

INFRASTRUCTURE IMPROVEMENT: Permanent infrastructure that an applicant must install:

A. Pursuant to published installation and inspection specifications for public improvements; and

B. As a condition of:

1. Recording a subdivision plat; or

2. Development of any property or Project.

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.

IRRIGATION PLAN: A plan that shows the components of the irrigation system with Water Meter size, backflow prevention, Precipitation Rates, Flow Rate and operating pressure for each irrigation circuit, together with identification of all irrigation equipment.

IRRIGATION RUNOFF: Irrigation water that is not absorbed by the soil or Landscape area to which it is applied, and which flows onto other areas.

JOINT UTILITY COMMITTEE (JUC): A committee comprised of city staff and representatives from local utility service providers which meets regularly to discuss the engineering, design, placement, and other issues related to utility improvements within the city.

LAND USE APPLICANT: The property owner, or the property owner's designee, who submits Land Use Application regarding the property owner's land.

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.

LAND USE AUTHORITY: Unless otherwise provided herein, the community development director or designee is the land use authority for Land Use Decisions required in this title.

LAND USE DECISION: The final action of a Land Use Authority or Appeal Authority regarding:

A. A Land Use Permit;

B. A Land Use Application; or

C. The enforcement of a Land Use Regulation, Land Use Permit, or development agreement.

LAND USE PERMIT: A permit issued by a Land Use Authority.

LAND USE REGULATION:

A. An ordinance, law, code, map, resolution, specification, fee, or rule that governs the use or development of land; and

B. Does not include:

1. The general plan;

2. A Land Use Decision of the city council, even if the decision is expressed in a resolution or ordinance; or

3. A temporary revision to an engineering specification that does not materially:

(a) Increase a Land Use Applicant's cost of development compared to the existing specification; or

(b) Impact a Land Use Applicant's use of land.

LANDMARK BUILDING OR SITE: Any site (including significant trees or other plant life located thereon) or structure of particular historic or aesthetic significance to the city or state. Such significance shall exist where cultural, political, spiritual, economic, social, or artistic history of the community is reflected or exemplified by the site or structure, or if it is identified with historic personages or with important events, or if the structure or site embodies distinguishing characteristics of an architectural specimen, inherently valuable for a representation of a period, style or method of construction.

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.

LANDSCAPE OR LANDSCAPING MAINTENANCE: Maintaining or keeping any Landscaping or any area required to be Landscaped:

A. In a live and thriving condition, with consideration for normal growth and water needs; and

B. Fertilized, mowed, trimmed, edged, Mulched and free from weeds, dead plants, litter, refuse, or debris in compliance with regionally accepted horticultural practice.

LANDSCAPE PLAN: A plan that clearly and accurately identifies the location and species of new and existing trees, shrubs, Ground Covers, and other plants on a site, and any other Landscape element, and includes an Irrigation 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.

LIGHT, DIRECT ARTIFICIAL: "Direct Artificial Light" means any light cast directly to an illuminated area from an Artificial Light Source, as defined by this section, or from any surface on or within the Artificial Light Source's luminaire that is intended to reflect, refract, or diffuse light from the Artificial Light Source. This does not include light reflected, refracted, or diffused from other surfaces such as nonreflective surfaces on or within the luminaire, or the ground or Adjacent walls; provided, those surfaces are not primarily intended for the reflection, refraction, or diffusion of the Artificial Light Source.

LIGHT POLLUTION: Any artificial light that is emitted either directly or indirectly by reflection that alters the appearance of the nighttime sky; interferes with astronomical observations; or interferes with the natural functioning of native wildlife.

LIGHT SOURCE, ARTIFICIAL: "Artificial Light Source" means the part of a lighting device that produces light.

LIGHT TRESPASS: The projection of any light from a Direct Artificial Light outside the Lot or Parcel boundary or street right-of-way where the Artificial Light Source is located, unless the projection outside the Lot or Parcel boundary or street right-of-way is lawfully permitted.

LIGHTING, OUTDOOR: "Outdoor Lighting" means the illumination of an outdoor area or object by any indoor or outdoor Artificial Light Source.

LIVESTOCK: Large domesticated animals, which are not ordinarily permitted in the house, such as horses, cattle, goats, sheep, llamas, or ostriches, but not hogs or pigs.

LIVESTOCK FEED YARD: A commercial operation to fatten or maintain Livestock prior to their shipment to a stockyard for sale or rendering.

LOT: A tract of land, regardless of any label, that is created by and shown on a subdivision plat that has been recorded in the office of the county recorder. The terms "Lot" and "Parcel" are used throughout this title interchangeably.

LOT, CORNER: A Lot having frontage on two (2) or more improved public or Private Streets. If Common Area or Limited Common Area is located between the Lot line and right-of-way, it is considered a Corner Lot.

LOT DEPTH: The minimum distance measured from the front property line to the rear property line of the same Lot.

LOT LINE: Any line defining the boundaries of a Lot.

LOT WIDTH: The distance between the side Lot lines measured at the Front Yard Setback.

LOW FUEL VOLUME AND HIGH-WATER CONTENT PLANTS: Plants that do not produce excessive amounts of leaves and branches that will fuel fires.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including Basement). An unfinished or Flood resistant enclosure, usable solely for parking of Vehicles, Building access or storage, in an area other than a Basement area, is not considered a Building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this title.

LUMEN: Unit of luminous flux; used to measure the amount of light emitted by lamps.

MANUFACTURING, CUSTOM: An establishment primarily engaged in the on-site production of goods by hand manufacturing which involves only the use of hand tools or domestic mechanical equipment not exceeding two (2) horsepower or a single kiln not exceeding eight (8) kilowatts, and the incidental direct sale to customers of only those goods produced on site. Typical uses include ceramic studios, candle making shops or custom jewelry manufacturing.

MANUFACTURING, HEAVY: The converting of raw or partially processed materials into a product used for further processing or distribution. Examples of Heavy Manufacturing include lumber and paper mills, sewage treatment plants, stone, clay, glass product manufacturing, asphalt and concrete batch plants, and similar operations. These uses may be conducted partially or wholly outdoors and usually create noxious byproducts such as dust, fumes, hazardous waste products, noise, vibration, and glare.

MANUFACTURING, LIGHT: An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, but excluding basic industrial processing.

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.

MULCH: Any organic material such as leaves, bark, wood chips, straw, or inorganic material such as crushed stone or gravel, or other materials left loose and applied to the soil surface for the beneficial purpose of controlling weeds and conserving soil moisture.

NATURAL WATERWAYS: The natural drainage channel along rivers, streams, creeks, springs, gullies, or washes.

NONCOMPLYING BUILDING OR STRUCTURE: A structure that:

A. Legally existed before its current land use designation; and

B. Because of one (1) or more subsequent land use ordinance changes, does not conform to the Setback, height restrictions, or other regulations, excluding those regulations which govern the use of land.

NONCONFORMING USE: A use of land that:

A. Legally existed before its current land use designation;

B. Has been maintained continuously since the land use ordinance that created the nonconformity was enacted; and

C. Because of one (1) or more land use ordinance changes, does not conform to the regulations that currently govern the use of the land.

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

NURSING HOME: An institution providing long-term residence and care for the aged or infirm.

PARCEL: Any real property with a separate tax identification number that is not a Lot created by and shown on a subdivision plat recorded in the office of the county recorder. The terms "Lot" and "Parcel" are used throughout this title interchangeably.

PARCEL, CORNER: A Parcel having frontage on two (2) or more improved public or Private Streets.

PARCEL DEPTH: The minimum distance measured from the front property line to the rear property line of the same Parcel.

PARCEL LINE: Any line defining the boundaries of a Parcel.

PARCEL WIDTH: The distance between the side Parcel lines measured at the Front Yard Setback.

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

PARKING LOT: An area, other than a street, used for parking, whether or not required by ordinance.

PARKING SPACE: Space within a Building, Lot or Parking Lot designated for parking or storing one (1) automobile.

PERMANENT COSMETICS: A mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking discolorations or cosmetically enhancing facial features which shall follow the natural line of the feature and shall be limited to eyeliner, eyebrows, lip coloring, and medical reconstruction procedures only.

PERMANENT COSMETICS ESTABLISHMENT: An establishment engaging in permanent cosmetics as a secondary use to an establishment employing cosmetologist/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under UCA Chapter 58-11a, excluding tattoo establishments and Home Occupations.

PERSONAL CARE SERVICE: An establishment primarily engaged in the provision of frequently recurring needed services of a personal nature. Typical uses include but are not limited to beauty and barber shops, massage therapy, custom tailoring and seamstress shops, esthetician, portrait studios, shoe repair shops, and tanning and nail salons.

PERSONAL INSTRUCTION SERVICE: An establishment primarily engaged in the provision of informational, instructional, personal improvement and similar services of a nonprofessional nature. Typical uses include but are not limited to art and music schools, driving and computer instruction, handicraft or hobby instruction, health, and fitness studios.

PLANNED DEVELOPMENT: A development that is the subject of a zone-change application, submitted to the planning commission and city council, and, when required, presented with a conceptual plan showing the form, manner, layout, and other parameters of the planned development prior to the preparation of a Preliminary Plat.

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 R~~r~~ecorder.

PLAT, PRELIMINARY: A plat prepared in accordance with the provisions of this title which plat, and accompanying plans, reports, diagrams, and text, is made for the purpose of showing the design of a proposed subdivision and the existing conditions in and around it. The Preliminary Plat is essentially a study plan which, when approved, will serve as a basis for the preparation of the Construction Drawings and Final Plat.

PLATEAU: A flat or predominantly flat area of land, which is raised sharply above Adjacent land on at least one (1) side as designated on the Ridgeline map.

PLATEAU EDGE: The junction of the Plateau and the sharp vertical rise that separates the Plateau from lower Adjacent land.

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

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.

PRIVATE SITE DEVELOPMENT IMPROVEMENT: A required site feature that an applicant must install:

A. As a condition of development of a commercial, industrial, mixed-use, condominium, or multifamily Project; and

B. That is not an Infrastructure Improvement.

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

QUALIFYING STUDENT: A student enrolled in spring or fall classes at Dixie State University in classes awarded eight (8) credits or more for each semester.

RECEIVING AREA: An area within a proposed development that is designated to accept density transferred from a designated Sending Area within the proposed development.

RECREATIONAL VEHICLE: A Vehicle that is:

A. Built on a single chassis;

B. Four hundred (400) square feet or less when measured at the largest horizontal projections;

C. Designed to be self-propelled or permanently towable by a light duty truck; and

D. Designed primarily not for use as a permanent Dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use.

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.

RELIGIOUS FACILITY: A meetinghouse, Church, temple, mosque, synagogue, or other permanent structure, used primarily for regular religious worship.

RESIDENTIAL CENTRAL CITY AREA (RCC): The area located between 100 South to 700 South, and between 700 East to Bluff Street or bounded by Bluff Street on the west, Diagonal Street to Main Street and then to St. George Boulevard on the north, and by Interstate 15 on the south and east.

RESIDENTIAL TREATMENT FACILITY: A residence where more than one (1) person with a disability resides and the residence is licensed with the State Department of Human Services or the Department of Health as a residential facility to care for the disabled.

RESTAURANT/CAFÉ: Preparation and sale of food and drink for on-premises public consumption.

RETAINING WALL: Includes any structure designed to resist the lateral displacement of soil or other materials, not including Rockery Walls. An example includes block walls, concrete walls, or a segmented wall designed and approved as a retaining wall.

RETAINING WALL HEIGHT: Retaining Walls shall be measured from the top of the exposed face to finish grade.

RIDGELINE: The junction of a rising Slope and a descending Slope, including a Cuesta Crest and a Plateau edge.

ROCK: A natural solid mineral matter occurring in large masses or fragments.

ROCKERY WALL: A system of stacked rocks constructed to retain soil or rock and include rock-faced Slopes.

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.

SENDING AREA: An area within a proposed development that is designated to transfer density to a designated Receiving Area within the proposed development.

SETBACK: The minimum distance to a structure from the property lines.

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

SHORT-TERM GUEST: Guests whose duration of visit is twenty-nine (29) consecutive calendar days or less.

SHORT-TERM RESIDENTIAL RENTAL: Property that is occupied, possessed, or used by any person or entity for transient lodging where the term of occupancy, possession, or use of the property by the person or entity is offered for twenty-nine (29) consecutive calendar days or less, for direct or indirect compensation or other consideration.

SIGNIFICANT HISTORIC BUILDING: A Building or structure that is either:

A. A designated landmark site as approved by the city council; or

B. A residential or commercial Building that meets the requirements of section 10-13E-4A2; or

C. Any Building which meets the criteria for the National Register of Historic Places.

SITE DEVELOPMENT STANDARDS: Minimum Lot areas, yard Setbacks, exceptions, Building Height, Lot coverage, Landscaping, and open space for each zone.

SLOPE: A vertical rise in feet measured over a horizontal distance, expressed as a percentage, measured generally at right angles to contour lines.

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.~~

STABLE, PRIVATE: A detached Building designed and used to care for Livestock owned by the residents and not kept for commercial purposes.

STABLE, PUBLIC: A public Building designed and used to care for Livestock.

STATE AND LOCAL CONSTRUCTION CODES: Regulations adopted in or pursuant to the State Construction and Fire Codes Act, UCA Title 15A.

STORAGE RENTAL UNITS: (Also known as MINISTORAGE or SELF-STORAGE): A Building separated into individual spaces for customer storage and retrieval of personal effects, household goods, furniture, or archived materials.

STORY: That portion of a Building between the upper surface of a floor and the upper surface of the next floor or roof above.

STREET, PRIVATE: A private thoroughfare that affords access to property consistent with city standards.

STREET, PUBLIC: A public thoroughfare that affords principal means of access to abutting property.

STREET SIDE: An area located between the side of a structure and a public or Private Street, extending from the Front Yard Setback to the Rear Yard Setback. See also LOT, CORNER, and PARCEL.

STREET TREE: Includes all trees located within the public right-of-way of all streets within the city.

STRUCTURAL ALTERATION: Any change to the support of a structure, such as a bearing wall, column, beam truss or girder.

STRUCTURE: Anything constructed or erected that is attached, on, or below the ground in any manner.

SUBDIVIDER: Any individual, firm, association, syndicate, partnership, corporation, trust, or other legal entity, having legal title to real property for which a subdivision is proposed. A "subdivider" includes an authorized representative of the subdivider who is authorized to represent the subdivider for the purpose of effecting the subdivision of real property, having legal title to real property for which a subdivision is proposed.

SUBDIVIDER'S ENGINEER: A civil engineer licensed in the state of Utah engaged by the Subdivider to prepare a conceptual Planned Development, a Preliminary Plat, Construction Drawings, a Final Plat, or to compile such data as may be required in connection therewith or in accordance with the provisions of this title.

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

TABLELAND: Land where the Slope in any direction is less than fifteen percent (15%).

TATTOO ESTABLISHMENT: Any location, place, area, structure, or business used for the practice of tattooing or the instruction of tattooing, excluding Permanent Cosmetics establishments.

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

UNDISTURBED: An area that remains in a natural, pristine condition and not subject to grading, excavation, or other similar disturbance.

UNPAVED SURFACE: A Parcel of land or portion thereof that is not paved with an approved surfacing material such as asphalt or concrete.

URBAN HENS AND RABBITS: Keeping of chickens (hens only) and rabbits, as an Accessory Use to a single-family Dwelling, to produce food for the Family residing on the subject property.

VALVE: A device used to control the flow of water in an irrigation system.

VEHICLE: Any form of motorized transport or any trailer.

VESSEL: Every type of watercraft, other than a seaplane on the water, used or capable of being used as a means of transportation on water.

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.

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.

WATER PERFORMANCE AUDIT: A water performance audit is an on-site survey and measurement of irrigation equipment and management efficiency performed by a Certified Water Auditor.

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.

YARD, FRONT: On a Lot or Parcel with a Building, the area that includes the full width of the Lot or Parcel from the main Building to any Lot line abutting a street, or private right of access. On a vacant Lot or Parcel, the area that includes the full width of the Lot from the depth of the minimum Setback to any Lot line abutting any street. A Corner Lot or Parcel has two (2) Front Yards.

YARD, REAR: On a Lot with a Building, the area that includes the full width of the Lot from the rear façade of the Building to the rear Lot line. On a vacant Lot, the area that includes the full width of the Lot from the rear Setback to the rear Lot line.

YARD, SIDE: On a Lot with a Building, the areas between the side lines of the Building and the sideline of the Lot and extending from the Front Yard line to the Rear Yard line. On a vacant Lot, the areas between the front and rear Setback lines, from each Side Yard Setback line to its closest side Lot line.

CHAPTER 4
ZONES

10-4-1: Citywide Zoning
10-4-2: Zone Changes – Water and Utility Sources, Access Required

10-4-1:
CITYWIDE ZONING:
All property within the city is subject to the city's zoning districts. If such zoning is invalidated for any reason, no building permit, subdivision, or approval for any Development Activity may be applied for until the city establishes valid zoning for the property.

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.

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. ~~.50 acres. and in no case shall Lawn exceed 1,500 square feet on any given Lot or Parcel.~~ Lots which are greater than 20,000 square feet ~~.50 acres~~ 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 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 Water-Conserving Trees with a minimum of one-and-one-half inch (1½") Caliper trunk.

~~D. The square footage of the surface area of any swimming pool will be included in the allowed amount of Lawn. A twenty five percent (25%) reduction in the pool surface area square footage may be taken if a cover has been installed and utilized on the pool~~

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

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

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

. . .

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.

. . .

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.

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:* 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.~~ *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.

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 ~~i~~nformation 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 ~~shall not exceed 8% of the total Lot size~~, 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 ~~.50 acres~~. ~~and in no case shall Lawn exceed 1,500 square feet on any given Lot or attached unit Project.~~ Lots which are greater than 20,000 square feet ~~.50 acres~~ 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 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. The square footage of the surface area of any swimming pool will be included in the allowed amount of Lawn. A twenty five percent (25%) reduction in the pool surface area square footage may be taken if a cover has been installed and utilized on the pool.~~

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:

. . .

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

10-7C-1:
ALLOWED USES:

[the change removing private golf courses from the allowed uses was removed and no changes are being made to this section]

. . .

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.	

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:

. . .

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).

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 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 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:

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 ~~i~~nformation 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~~.50 acres. and in no case shall Lawn exceed 1,500 square feet on any given Lot or Parcel.~~ Lots which are greater than 20,000 square feet~~.50 acres~~ 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 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 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. The square footage of the surface area of any swimming pool will be included in the allowed amount of Lawn. A twenty five percent (25%) reduction in the pool surface area square footage may be taken if a cover has been installed and utilized on the pool.~~

E. 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-1: Allowed Uses
10-7G-2: General Requirements
10-7G-3: Preliminary Plat
10-7G-4: PD-SH Student Housing Development Standards

10-7G-1:
ALLOWED USES:

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.

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 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 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.~~

. . .

10-7G-4:
PD-SH STUDENT HOUSING DEVELOPMENT STANDARDS:

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

[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 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

	C-1	C-2	C-3	C-4
Alcohol establishments, including the following:				

Bar establishment		C	C	C
Off-premise beer retailer		P	P	P
Microbrewery or micro-winery (with restaurant or bar establishment)		P	P	P
Nightclub, dance hall (with alcohol)		C	C	C
Ambulance service		P	P	
Amusement Centers (with no Water Activity)				
Indoor		P	P	
Outdoor		C	C	
Amusement Centers (with Water Activity)		PS	PS	
Animal services, including the following:				
Animal boarding/care for Small Animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed Building		P	P	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)		PS	PS	
Automobile and Vehicle services, limited to the following uses:				
Automobiles and other similar Vehicle sales Lots		PS	PS	
Automobile parts sales (new parts only); provided, conducted within completely enclosed Building		P	P	P
Automobile rental (Vehicles up to 26' in length)		P	P	
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed Building (GVW 14,000 lbs or less)		P	P	P
Tire sales and service; provided, conducted within completely enclosed Building		P	P	P
Financial, medical and professional services	P	P	P	P
Food service establishments, including the following and similar uses:				
Catering establishment		P	P	P
Restaurant	P	P	P	P
Lodging, temporary, limited to the following uses:				
Bed and Breakfast		P	P	P
Hotel/motel		P	P	P
RV parks, long and short term		PS		
Timeshare units		P	P	P
Hospitals			P	P
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)		P	P	P
Mental health treatment center, with overnight stay		C	C	C
Nursing Home		P	P	

Office	P	P	P	P
Religious Facility	P	P	P	P
Residential, limited to the following use:				
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people		PS	PS	PS
Large Floor Area Building or site (20,000 sf or more ground floor aggregate)		C	C	C
Retail shops:				
Antique store		P	P	P
Athletic and sporting goods store		P	P	P
Department store		P	P	P
Drive-through sales (pharmacy, dairy products, etc.)		P	P	P
Furniture and large appliances sales (used)		P	P	
Furniture sales (new) and repair		P	P	P
Household appliance sales and service		P	P	P
Office supply, office machines sales and service		P	P	P
Paint or wallpaper store		P	P	P
Pawnshop		P	P	
Seed and feed store, retail		P	P	
Supermarket/grocery store		P	P	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)		P	P	P
Vegetable stand		P	P	P
Payday lending/title loans		P	P	
Retail sale of goods with some operations outdoors, limited to the following uses:				
Building materials sales			P	
Convenience markets with gas pumps/gas station		P	P	
Convenience markets with gas pumps located in the rear of the Building				P
Farm implement sales (outdoor display)		P	P	
Fence, sales and service		P	P	
Garden supplies and plant material sales		P	P	
Greenhouse and nursery; soil and lawn service			P	
Landscape rock sales, ancillary to a permitted use			P	
Service businesses, limited to the following uses:				
Body Piercing, ancillary to a permitted use		P	P	P
Carpet and rug cleaning		P	P	P

Child Care center	P	P	P	P
Communication transmission facilities, including wireless, primary		PS	PS	PS
Communication transmission facilities, including wireless, primary, height over 50'	C	C	C	C
Construction trade services, plumbing shop, electrical shop, etc.			P	
Crematorium, independent human		P	P	
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)		P	P	P
Gunsmith		P	P	P
Janitor service and supply		P	P	P
Locksmith		P	P	P
Mortuary		P	P	P
Permanent Cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and Home Occupations	P	P	P	P
Personal Care Service	P	P	P	P
Personal Instruction Service	P	P	P	P
Pest control and extermination		P	P	P
Pet grooming		P	P	P
Printing, lithographing, publishing or reproduction sales and service			P	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist		P	P	P
RV storage		PS	PS	
Sign sales		P	P	P
Storage Rental Units		PS	PS	
Tattoo establishment		P	P	P
Taxidermist		PS	PS	
Transportation, limited to the following uses:				
Bus terminal		P	P	P
Taxi/shuttle		P	P	P
Government, public services, and facilities, limited to the following uses:				
City, all facilities	P	P	P	P
Public utility facilities, primary		PS	PS	PS

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 ~~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:

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:

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

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

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

. . .

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.

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. ~~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. ~~Effective July 1, 2027, no car wash shall be permitted unless it can demonstrate that the system shall not use more than 25 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.

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 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:*

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.

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-Lawn~~grass~~ 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

- 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 7, 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.

8. Trees in ~~on~~ 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:

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 ~~.50 acres~~. ~~and in no case shall Lawn exceed 1,500 square feet on any given Lot or Parcel.~~ Lots which are greater than 20,000 square feet ~~.50 acres~~ 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. ~~The square footage of the surface area of any swimming pool will be included in the allowed amount of Lawn. A twenty-five percent (25%) reduction in the pool surface area square footage may be taken if a cover has been installed and utilized on the pool.~~

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.

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.

CHAPTER 25
SUBDIVISION REGULATIONS

25A General Provisions
- 10-25A-1: Purpose
- 10-25A-2: Applicability
- 10-25A-3: Procedure

25B Administration and Enforcement
- 10-25B-1: Conformance to Applicable Rules and Regulations
- 10-25B-2: Self-Imposed Restrictions
- 10-25B-3: Special Conditions
- 10-25B-4: Coordination of Planned Development Applications
- 10-25B-5: Building on Single Lots – Merging Lots
- 10-25B-6: Fees
- 10-25B-7: Enforcement
- ~~10-25B-8: Permits and Certificates~~
- 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

25C Plats and Plans
- 10-25C-1: General Procedures
- 10-25C-2: Planning Discussion
- 10-25C-3: Preliminary Plat
- 10-25C-4: Final Subdivision Plat
- ~~10-25C-5: Exemption from Plat Requirement~~
- 10-25C-5: Vacating, Altering or Amending a Subdivision Plat

25D Improvements
- 10-25D-1: Drawings
- 10-25D-2: Completion or Improvement Completion Assurance Prior to Recording Final Subdivision Plat or Developing Real Property – Acceptance Process
- 10-25D-3: Improvements Required
- 10-25D-4: Layout of Lots
- 10-25D-5: Improvement Completion Assurance and Warranty

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.

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:

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

2~~B~~. 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

3~~C~~. 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:~~

~~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,

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.

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.

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

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.

f~~e~~. 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.

g~~f~~. 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.

C. A Final Plat must be recorded with the office of the County Recorder within one 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-1: Drawings
10-25D-2: Completion or Improvement Completion Assurance Prior to Recording Final Subdivision Plat or Developing Real Property – Acceptance Process
10-25D-3: Improvements Required
10-25D-4: Layout of Lots
10-25D-5: Improvement Completion Assurance and Warranty

10-25D-1:
DRAWINGS:

10-25D-2:
COMPLETION OR IMPROVEMENT COMPLETION ASSURANCE PRIOR TO RECORDING FINAL SUBDIVISION PLAT OR DEVELOPING REAL PROPERTY – ACCEPTANCE PROCESS:

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.

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, 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 free from defects in material and workmanship and in compliance with all city standards, by providing a~~n~~ financial Improvement Completion Assurance and agreement which guarantees completion of the improvements within 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.

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

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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

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.

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10-1-6:
PERMITS, LICENSES TO COMPLY:

A. *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.

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

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 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 has been recorded or been approved for recording 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.

F. *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.

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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, unless the applicant has provided an 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.

D. An Improvement Completion Assurance is required. The two (2) acceptable forms of completion assurance are cash, 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. (

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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:

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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.

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AMUSEMENT CENTER: a use in which two (2) or more entertainment stations, activities, or games, are located within a 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.

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

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

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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.

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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.

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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.

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DIRECTOR: The St. George City Community Development Director.

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DISTRICT: The Washington County Water Conservancy District.

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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".

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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.

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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").

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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.

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IRRIGATION CONTRACTOR (IC): A person who has been certified 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), 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.

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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.

LANDSCAPE OR LANDSCAPING: Any combination of living plants, trees, shrubs, vines, Ground Covers, annuals, perennials, 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, 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.

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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.

LAWN*:* Non-agricultural land planted in closely mowed, managed grasses.

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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.

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

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

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PARKING LOT: An area, other than a street, used for parking, whether or not required by ordinance.

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 recorded in the office of the Washington County Recorder.

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

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.

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

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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.

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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.

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

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

~~TURF: A surface layer of mowed grass~~.

. . .

UNDISTURBED: An area that remains in a natural, pristine condition and not subject to grading, excavation, or other similar disturbance.

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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.

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.

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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.

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CHAPTER 4
ZONES

10-4-1: Citywide Zoning
10-4-2: Zone Changes – Water and Utility Sources, Access Required

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. 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.

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 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 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

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: 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
  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. All utilities shall be located underground, unless specifically approved by the city engineer or designee. All construction shall comply with the 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.

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.

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 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 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:

. . .

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

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.

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.	

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:
MISCELLANEOUS:

. . .

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).

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 one 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 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.

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

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 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 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 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.

E. 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-1: Allowed Uses
10-7G-2: General Requirements
10-7G-3: Preliminary Plat
10-7G-4: PD-SH Student Housing Development Standards

10-7G-1:
ALLOWED USES:

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.

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: 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 one year of the effective date of a zone change to Planned Development. For all other student housing Projects the Final Plat must be recorded within one 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.

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10-7G-4:
PD-SH STUDENT HOUSING DEVELOPMENT STANDARDS:

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

[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 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. All utilities shall be located underground, unless specifically approved by the city engineer or designee. All construction shall comply with state and local Construction Codes 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

	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:

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:

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:

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 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

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

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 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 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.

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 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 shall have all required state and local licenses, insurance, 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.

3. A Landscape Document Package prepared by a Utah-licensed 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 and Drip Emitters shall not be connected to the same irrigation Valve.

6. 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.

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 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 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:*

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 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 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.

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-Lawn 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
- 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 7, 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.

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:

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 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.

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 Water-Conserving Plants-is required 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.

CHAPTER 25
SUBDIVISION REGULATIONS

25A General Provisions
- 10-25A-1: Purpose
- 10-25A-2: Applicability
- 10-25A-3: Procedure

25B Administration and Enforcement
- 10-25B-1: Conformance to Applicable Rules and Regulations
- 10-25B-2: Self-Imposed Restrictions
- 10-25B-3: Special Conditions
- 10-25B-4: Coordination of Planned Development Applications
- 10-25B-5: Building on Single Lots – Merging Lots
- 10-25B-6: Fees
- 10-25B-7: Enforcement
- 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

25C Plats and Plans
- 10-25C-1: General Procedures
- 10-25C-2: Planning Discussion
- 10-25C-3: Preliminary Plat
- 10-25C-4: Final Subdivision Plat
- 10-25C-5: Vacating, Altering or Amending a Subdivision Plat

25D Improvements
- 10-25D-1: Drawings
- 10-25D-2: Completion or Improvement Completion Assurance Prior to Recording Final Subdivision Plat or Developing Real Property – Acceptance Process
- 10-25D-3: Improvements Required
- 10-25D-4: Layout of Lots
- 10-25D-5: Improvement Completion Assurance and Warranty

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.

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:

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

2. 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

3. 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:
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, 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.

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.

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 applicant shall schedule an appointment with the city. The city shall review the application for completeness and shall require that the 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 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.

f. 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 submit for approval a new Preliminary Plat in accordance with this subsection, 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, 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.

g. 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.

C. A Final Plat must be recorded with the office of the County Recorder within one 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:
VACATING, ALTERING OR AMENDING A SUBDIVISION PLAT

ARTICLE D. IMPROVEMENTS

10-25D-1: Drawings
10-25D-2: Completion or Improvement Completion Assurance Prior to Recording Final Subdivision Plat or Developing Real Property – Acceptance Process
10-25D-3: Improvements Required
10-25D-4: Layout of Lots
10-25D-5: Improvement Completion Assurance and Warranty

10-25D-1:
DRAWINGS:

10-25D-2:
COMPLETION OR IMPROVEMENT COMPLETION ASSURANCE PRIOR TO RECORDING FINAL SUBDIVISION PLAT OR DEVELOPING REAL PROPERTY – ACCEPTANCE PROCESS:

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 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

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

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, 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)

. . .

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 free from defects in material and workmanship and in compliance with all city standards, by providing a financial Improvement Completion Assurance and agreement which guarantees completion of the improvements within 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, 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.

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:

_____
Christina Fernandez
St. George City Recorder

ST. GEORGE CITY

_____
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	_____

Agenda Date: 07/14/2022 **Agenda Item Number:** 06

Subject:

Consider approval of a Resolution in support of a funding application and implementation of Advanced Metering Infrastructure (AMI).

Item at-a-glance:

Staff Contact: Scott Taylor

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

Citywide

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

The Water Services Department desires to submit a grant application to the Bureau of Reclamation for their WaterSMART: Water and Energy Efficiency Grant Program. The grant would provide matching funds for up to $2M for the installation and implementation of an Advanced Metering Infrastructure (AMI) project. The AMI project would provide near real-time water use data to our customers and provide leak detection capabilities with the ability to alert the customer of any perceived leaks from their water service.

Staff Narrative (need/purpose):

The implementation of the AMI system will promote water conservation as the system will provide near real-time water use data to the City's customers. The water use app can be set up to alert the customer of any perceived water leaks or excess water use through the water meter. In addition to the water savings that can be realized with the AMI system, the system will also provide a very efficient method of collecting data for billing purposes. Billing data will be collected over a network system rather than through the conventional drive-by data collection method currently used.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends approval of the resolution

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, IN SUPPORT OF THE FUNDING AND IMPELMENTION OF ADVANCED METERING INFRASTRUCUTRE (AMI) THROUGHOUT THE CITY AS OUTLINED IN THE WATER SERVICES DEPARTMENT'S WATERSMART APPLICATION

WHEREAS the City of St. George owns, operates, and maintains a Water Utility (Utility) that provides drinking water for over 100,000 residents; and

WHEREAS the utility meter reading data collection and billing procedures for water distributed to residents uses outdated practices and inefficient methods; and

WHEREAS the City of St. George recognizes that Advanced Metering Infrastructure (AMI) promotes water conservation by identifying customer service leaks in a timely manner and by providing real-time water use data to it's customers; and

WHEREAS the City of St. George City Council has reviewed the application for funding under the Bureau of Reclamations' WaterSMART grant program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ST. GEORGE, UTAH, as follows:

1. The St. George City Council hereby supports the application submitted to the Bureau of Reclamation for funding under the WaterSMART Grant Program.
2. If awarded the funds, the City of St. George will work with the Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement.
3. The City of St. George commits to contribute the funding specified in the funding plan of the WaterSMART application.
4. The resolution shall take effect immediately upon passage.

PASSED and APPROVED this 14th day of July 2022.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Agenda Date: 07/14/2022 **Agenda Item Number:** 07

Subject:

Consider approval of a resolution designating and appointing Government Affairs Director, Shawn Guzman, as the City's representative to the Southwest Mosquito Abatement and Control Board for the calendar year 2022 or until such time that a successor has been designated and appointed.

Item at-a-glance:

Staff Contact: City of St. George

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

175 East 200 North

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

This resolution is to appoint Government Affairs Director Shawn Guzman to replace Bette Arial on the Southwest Mosquito Abatement and Control Board. On February 17, 2022, the Council appointed Bette Arial to replace Councilmember Michelle Tanner to represent the City on the Board.

Staff Narrative (need/purpose):

The Southwest Mosquito Abatement and Control Board meets on Thursdays at the same time as City Council meetings; therefore, a member of the City Council is unable to attend. Due to other obligations, Ms. Arial is no longer able to attend the Board meetings. It is recommended that Government Affairs Director Shawn Guzman be appointed to replace Ms. Arial on the Southwest Mosquito Abatement and Control Board to represent the City.

Name of Legal Dept approver: Tani Pack Downing

Budget Impact: No Impact

Recommendation (Include any conditions):

It is recommended that Government Affairs Director Shawn Guzman be appointed to replace Ms. Arial on the Southwest Mosquito Abatement and Control Board to represent the City.

Resolution No._____

A RESOLUTION OF THE CITY COUNCIL OF ST. GEORGE, UTAH, APPROVING THE DESIGNATION AND APPOINTMENT OF A REPRESENTATIVE TO SERVE ON THE SOUTHWEST MOSQUITO ABATEMENT AND CONTROL BOARD FOR THE CALENDAR YEAR 2022 OR UNTIL SUCH TIME AS A SUCCESSOR OR SUCCESSORS HAVE HAS BEEN APPOINTED .

WHEREAS the Southwest Mosquito Abatement and Control Board is made up of members appointed by the various cities and towns within the boundaries of the district; and

WHEREAS the City of St. George desires to designate a person to serve on said Southwest Mosquito Abatement and Control Board as representative for the City of St. George during the calendar year 2022 or until such time that a successor has been designated and appointed; and

WHEREAS all legal requirements pertaining to the designation of said representatives have been met; and

WHEREAS said City Council deems it necessary and desirable for the preservation of the public health, safety, and welfare,

BE IT HEREBY RESOLVED by the City Council of St. George, Utah that Government Affairs Director, Shawn Guzman, shall be, and is hereby, designated and appointed to serve as representative on the Southwest Mosquito Abatement and Control Board for the calendar year 2022 or until such time that a successor has been designated and appointed.

DATED this _____ day of _____, 2022.

_____
Michele Randall, Mayor

Attest:

_____
Christina Fernandez, City Recorder

Approved as to form:
Tani Pack Downing, City Attorney 6/24/2022

Agenda Date: 07/14/2022 **Agenda Item Number:** 08

Subject:

Consider approval of a resolution appointing Lynn Cresswell as an administrative hearing officer.

Item at-a-glance:

Staff Contact: Jami Brackin

Applicant Name: City of St. George

Reference Number: N/A

Address/Location:

N/A

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

Several ordinances require an administrative hearing officer to hear appeals from City staff decisions such as land use, animal control and employment issues.

Staff Narrative (need/purpose):

N/A

Name of Legal Dept approver: Tani Pack Downing

Budget Impact: No Impact

Recommendation (Include any conditions):

Staff recommends appointing Lynn Cresswell as an administrative hearing officer.

Lyn Loyd Creswell

Education:

- BYU 1972
- University of Utah College of Law 1979 (Law Review editor)
- The George Washington University National Law Center
    - LLM Land Use Law 1986[1]
    - SJD 1990[2]
- Naval War College 1994[3]

Professional credentials

- FAA VFR pilot 1972
- FAA GCA air traffic control officer 1974
- Utah State Bar 1979
- Idaho State Bar 2000

Career highlights

- United States Marine Corps
    - Air traffic control officer 1973 – 1976
    - Law school 1976 – 1979
    - JAG duties 1979 – 1982[4]
    - Land use counsel 1982 – 1985
    - Law school 1985 – 1986
    - Marine Corps real estate director 1986 - 1990[5]
    - Congressional Fellow, United States House of Representative 1990 – 1991[6]
    - Land use counsel, Okinawa, Japan 1991 – 1992[7]
    - Land use counsel, Western Area Counsel Office 1992 – 1994

[1] Thesis topic addressed shared land use obligations of local governments and federal agencies in the same geographic area.

[2] Dissertation addressed federal land use authority at commercial airports, and on property adjacent to commercial airports.

[3] Thesis topic tackled the statutory authority of the Fish and Wildlife Service and federal land management agencies for habitat supporting endangered species.

[4] Included an assignment during 1982 with the Australian Navy in Perth, Australia.

[5] Pentagon assignment with control over 1.8 million acres of federal property managed by the United States Marine Corps. Assignment also included duties with Secretary of Defense Dick Cheney on the 1988 Base Realignment and Closure Commission.

[66] Served as legislative assistant for the House Aviation Subcommittee of the House Transportation Committee.

[7] This was a specific assignment directed by Congress to assist the Marine Corps to come into compliance with Japanese and United States environmental laws.

    - Naval War College 1994 – 1995
    - Land use counsel and government affairs officer 1995 – 1998

- Salt Lake City
    - Senior attorney in the Office of the City Attorney 1998 - 2006[8]
    - Chief Administrative Officer/Deputy Mayor 2006 - 2009[9]

- City of South Salt Lake
    - City Attorney 2010 – 2018[10]

- San Juan County
    - Administrative Law Judge 2016 – 2018, 2020 to present

- Millard County
    - Administrative Law Judge 2022

Professional affiliations (Utah)

- Utah Municipal Attorneys Associations[11]: twice served as president

- Utah City Managers Association

- Utah Prosecution Council

[8] Focus of practice was employment and labor law. Represented Salt Lake City in collective bargaining with three labor unions. Screened all employee discipline cases. Represented SLC before Employee Appeals Board and before the Civil Service Commission. Assisted with updating City's personnel policies.

[9] Principle accomplishments included revamping SLC's real estate management practices and instituting focused employee training.

[11] For several years, gave employment law updates and training at annual UMAA conferences.

sample decision

San Juan County, Utah Administrative Law Judge

Sue Halliday	)	Background, Legal Framework,
v.	)	Findings, Decision and Order
San Juan County	)	
and	)	Lyn Loyd Creswell, ALJ
Copa Consulting	)	Date: 18 April 2022

On 23 January 2022 Sue Halliday filed an administrative appeal to a 13 January 2022 San Juan County Planning Commission action approving a Conditional Use Permit for the George Eco – Luxury Resort. Ms. Halliday's petition was referred to San Juan County Administrative Law Judge (ALJ) Lyn Loyd Creswell on 11 February 2022. On 8 March 2022 ALJ Creswell hosted a pre-hearing conference with attorneys representing the petitioner, San Juan County, and Copa Consulting (project applicant for the George Eco – Luxury Resort). On 10 March 2022 ALJ Creswell published a Memorandum and Order following the 8 March pre-hearing conference.

On 16 February 2022 (prior to the 8 March 2022 prehearing conference) Deputy County Attorney Alex Goble filed a Motion to Dismiss for Lack of Standing. ALJ Creswell receive additional briefs which addressed the standing issue from: attorney Daniel Boyer representing petitioner Sue Halliday (18 March 2022); Deputy County Attorney Alex Goble (25 March 2022); and attorney Chris McAnany representing Copa Consulting (25 March 2022)[1].

Background

On 2 September 2020, the San Juan County Board of Supervisors adopted Ordinance 2020-11 which established an administrative hearing program within San Juan County. Included in that Ordinance were requirements associated with filing an administrative appeal of a San Juan County land use decision.

[1] Additionally, an early draft of ALJ Creswell's decision was provided to the parties for review and comment. Petitioner and San Juan County provided comments to ALJ Creswell.

On 21 December 2021 Copa Consulting applied for a Conditional Use Permit with San Juan County. The application sought approval for development on 133.21 acres along Utah State Highway 211, near the junction of 211 and U.S. Highway 191. The proposed development included: 82 guest domes; a spa dome; a movie dome; a pool; a laundry dome; 3 employee housing domes; a wedding dome; a reception/restaurant dome; and fencing around the subject property south of Highway 211.

The proposed development was named the "George Eco – Luxury Resort."

The development lies 14.3 miles north of Monticello, Utah near Church Rock and near the intersection of U.S. Highway 191 (Hwy 191) and Utah State Highway 211 (Hwy 211). Both Hwy 191 and Hwy 211 support significant vehicle traffic for persons traveling to the Needles District of the Canyonlands National Park and for those crossing the Colorado River. Both highways have vehicle traffic night and day, with associated noise and glare. Hwy 191 supports significant truck or large vehicle traffic.

On 13 January 2022, the San Juan County Planning Commission considered the George Eco – Luxury Resort Conditional Use Permit (CUP) application. During consideration of the proposed CUP, the Commission received the following information:

- The purpose of the project is to provide lower cost over-night stay alternatives for visitors to the National Parks – less expensive than the Moab hotels.

- The developer wants to promote star gazing as part of the experience for those who stay.

- The developer has water rights but is still working with its engineer to determine whether there is sufficient water to meet the need - and the developer intends to work with the State Division of Water Rights to perfect (prove up) the water rights.

- The developer is committed to have a water tank for fire suppression on site.

- The developer will work with UDOT to assure access; and will comply with the American with Disabilities Act.

- The property will be available for use about nine and one-half months per year but will have someone on the property year-round.

- The domes are sturdy and will be spread throughout the property.

- At the time of the Planning Commission meeting there was cattle fencing on the property, which fencing the developer intends to upgrade.

- A neighbor owns property (22 acres) across Hwy 211. That property (Glamping Canyonland campground) has a residence and four rental units. The property owners intend to add 10 to 12 more rentals at some point. The neighbors have concerns about dust and blowing sand, about noise, and maintaining dark skies. They are also concerned about the impact of the resort on local hotels. The neighbors suggested that if infrastructure had to be brought in for power, the lines might become an eyesore.

- The daughter of petitioner Sue Halliday raised concerns about trespass on her mother's property. The daughter was also concerned about how the demand for water would affect the available water resources.

- Regarding the concern with dark skies, the developer mentioned that dark skies was an important feature of the project. The developer intends to address reducing the project's light emissions.

During its 13 January 2022 meeting, the Planning Commission approved the George Eco – Luxury Resort with the following conditions:

- Developer must return with engineered plans for solar system if developer decides to use solar generation to provide power for the site.

- Developer must comply with public water system requirements for water storage and pressure for fire suppression standards. (3,000 gallons of onsite water storage for fire suppression according to San Juan County Fire Chief.)

- Developer must comply with any state or federal fire restrictions; comply with all building permit requirements; comply with San Juan County Health Department requirements and Utah State water system requirements; comply with San Juan County business licensing requirements; and comply with wastewater system requirements.

- Developer must continue conversations with State Division of Water Rights on water rights.

- Developer must provide dust suppression on-site during operation.

On 23 January 2022, Sue Halliday appealed the Planning Commission's action approving the George Eco- Luxury Resort CUP to the San Juan County Administrative Law Judge. Petitioner Halliday owns approximately 160 acres along Hwy 211 a distance of 1.5 miles from the proposed George Eco – Luxury Resort. On petitioner's property are: five structures (one occupied by a tenant resident; one used for storage; and three dilapidated buildings): fencing around the five structures (but not around the entire property); 20 cattle (allowed to roam in open grazing); and 2 or 3 horses.

In petitioner's complaint, and later in a brief submitted by petitioner's attorney, the following impacts (arising from the approved development) were alleged:

- Increased traffic along Utah State Highway 211;

- Light pollution in the night sky shared by the petitioner's property and by George Eco – Luxury Resort;

- Noise pollution from increased traffic along Highway 211;

- Potential for increased cattle fatalities/injuries from vehicle traveling on Highway 211[2];

- Potential for increased injury to wildlife caused by vehicles traveling on Highway 211;

[2] In her statement (18 March 2022), petitioner said that she has had two cattle stuck by vehicles over the years.

- Diminished quiet use and enjoyment of petitioner's property;

- Increased likelihood of trespass on petitioner's property[3] – which trespass might cause personal injury to tenants and guests, or cause harm to the property and its historic character; and

- Potential of future development which might erode the "green belt" space in the area.

Legal Framework

In the subject administrative appeal, the standing of petitioner Sue Halliday is a threshold or jurisdictional requirement. The appeal should not proceed unless petitioner meets the standing requirement.

On 2 September 2020, the San Juan County Board of Commissioners adopted Ordinance 2020-11 which established an administrative hearing program. Section 1.22.130 of that Ordinance addresses appeals of administrative land use decisions. Subsection A of 1.22.130 states: "A land use decision may be appealed by neighboring property owners and other affected persons." However, Ordinance 2020-11 did not define "neighboring property owners" or "affected persons." Additionally, there is no mention of these terms in the legislative record relating to Ordinance 2020-11.

The effort to create an appropriate standing test for a land use administrative appeal in San Juan County must consider the Utah Code. The County's creation of a land use administrative appeal process is governed by Utah Code Title 17, Chapter 27a (County Land Use, Development, and Management Act). § 701 of Chapter 27a requires that any county which adopts land use ordinances establish a local administrative appeal process. Any "adversely affected party" may not file an appeal in a Utah court until that party has timely and specifically challenged the county's land use decision "in accordance with local ordinance." See Utah Code § 17-27a-701(2). § 703(1) identifies those persons who may file an administrative appeal of a

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[3] Petitioner states (18 March 2022 statement) that her property "has the look of a ghost town" and she believes it would attract Resort guests who would wander around her property – most out of curiosity, but sometimes with vandalistic or criminal intent.

For vandalism or criminal trespass to occur, violators would have to scale a fence which surrounds the five structures on petitioner's property.

county land use decision. A person (other than the land use applicant, or a county board, or county officer) who may file an administrative appeal is "an adversely affected party."

§ 103(2) of Chapter 27a defines an "adversely affected party"[4] as "a person other than a land use applicant who: (a) owns real property adjoining the property that is the subject of a land use application or land use decision; or (b) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision."

In creating a standing test for land use appeals in San Juan County, we consider the terms "neighboring property owners" (San Juan County) and owners of "real property adjoining the property that is the subject to the land use . . . decision" (Utah Code); and the terms "affected persons" (San Juan County) and "adversely affected party" (Utah Code)[5].

Title 17 Chapter 27a of the Utah County Land Use Development Act (CLUDMA) grants to San Juan County the authority to regulate zoning and land use within the parameters set by the State. The statute specifically states, "a county may not impose a requirement, regulation, condition, or standard that conflicts with the provision of this chapter, other state law, or federal law." § 17-27a-104 (2). The State has established statutory standing for CLUDMA actions under §§ 703 (1) and 701 (2) for both county administrative appeals and for district court.

Under CLUDMA counties have discretion in determining the timeliness of a land use administrative appeal. § 17-27a-704 (1). But there is no such discretion given counties under § 17-27a-703 (1) regarding who may appeal.

Because San Juan County does not have discretion to deviate from CLUDMA regarding who may file an administrative appeal, the County's Ordinance 2020-11 must be read to be consistent with Utah Code. In this matter, State law has preempted county ordinance.

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[4] The § 103 (2) definition of an "adversely affected party" applies to two Utah Code sections: first, those persons who may file a judicial appeal after a county's administrative appeal decision; and second, to the class of persons who may file an administrative appeal in a county with a land use ordinance.

[5] Because we find that defining standing in this matter is preempted by the Utah Code, we do not conduct a "plain language" analysis of the terms relating to standing in San Juan County Ordinance 2020-11.

Based on review of the County Land Use, Development, and Management Act (CLUDMA) statutory definition, along with interpretations of the same or similar standing requirements by the Utah courts, the following threshold requirements are relevant.

1. The owner of adjoining property has standing to administratively appeal a San Juan County land use decision.

2. Alternatively, a party – who is not an adjoining property owner – may meet the San Juan County land use standing requirement if:

    a. The asserted impact/injury differs from or is distinct from that of the general community because of the land use decision[6]; *and*

    b. The asserted impact/injury "will" occur because of the land use decision.

To the extent that San Juan County Ordinance 2020-11's land use appeal threshold definition may conflict with CLUDMA, CLUDMA preempts and controls the standing jurisdictional question[7].

Here petitioner Halliday may not take advantage of "alternative" or "traditional" (non-statutory) standing after the Utah Supreme Court's decision in McKitrick v. Gibson, 2021 UT 48.

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[6] In other words, the petitioner must be uniquely prejudiced by the land use decision (Springville Citizens v. City of Springville, 1999 UT 25, 31) and the petitioner must establish special damages to himself, which special damages must be over and above the public injury (Specht v. Big Water Town, 397 P. 3d 802, 2017 UT App. 75).

[7] During the 2020 Utah legislative session the Utah legislature addressed the matter of standing in County land use matters. The legislative intent is relevant in this matter.

If a petitioner in a San Juan County land use case is not able to meet the standing requirement for an administrative appeal, and such appeal is dismissed for lack of standing, the petitioner will continue to retain all remedies available to County residents and property owners through government regulatory, administrative, and legislative processes[8].

Findings

1. Petitioner Sue Halliday is not an adjoining property owner of the proposed George Eco – Luxury Resort property.

2. The following injuries relating to the proposed George Eco – Luxury Resort and asserted by Sue Halliday are not distinct from the general public: increased traffic along Utah State Highway 211; light pollution in the night sky shared by petitioner Sue Halliday's property and by the George Eco – Luxury Resort; noise pollution from increased traffic along Highway 211; potential for increased cattle fatalities or injuries from vehicle impacts on Highway 211; potential for increased injury to wildlife caused by vehicles traveling on Highway 211; diminished quiet use and enjoyment of petitioner's property[9]; and potential of future development which might erode the "green belt" space in the area.

3. The following injury asserted by petitioner Sue Halliday is speculative, may not occur, and fails to meet the requirement that the injury "will" occur as a result of the development of the George Eco – Luxury Resort: increased likelihood of trespass on petitioner's property[10] – which trespass might cause personal injury to tenants and guests, or cause harm to the property and its historic character.

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[8] See Utah Property Ombudsman Advisory Opinion #214 issued 6 August 2019.

[9] Petitioner's claim is not unique. Another property owner lives on Hwy 211 and may experience the same or similar impacts.

[10] Petitioner states (18 March 2022 statement) that her property "has the look of a ghost town" and she believes it would attract Resort guests who would wander around her property – most out of curiosity, but sometime with vandalistic or criminal intent.

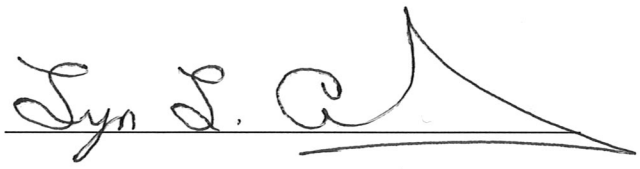
4. Petitioner Sue Halliday does not have standing to administratively appeal the 13 January 2022 San Juan County Planning Commission decision to approve a Conditional Use Permit for the George Eco – Luxury Resort.

5. As a property owner of San Juan County and resident of the State of Utah, petitioner Halliday may seek appropriate consideration of issues of concern to her: through the San Juan County Conditional Use enforcement process; through the San Juan County business licensing process; through the San Juan County building permit process; through San Juan County and Utah State water system requirements; through the Utah State water rights regulation process; and through other regulatory and legislative actions.

Decision and Order

1. The subject appeal is dismissed due to petitioner Sue Halliday's lack of standing to appeal the 13 January 2022 San Juan Planning Commission decision approving a Conditional Use Permit for the George Eco – Luxury Resort.

2. Administrative Law Judge Lyn Loyd Creswell shall retain and continue jurisdiction in this matter for the sole purpose of taking any action directed or required by a Utah court in the subject appeal.



18 April 2022

Lyn Loyd Creswell
San Juan County Administrative Law Judge

Date

sample decision

San Juan County, Utah Administrative Law Judge

Lynda Smirz	)	
v.	)	ALJ Creswell Findings,
San Juan County	)	Conclusions, Decision, and Order
and	)	Date: 19 November 2021
Area BFE	)	

Background

On 5 June 1978 the San Juan County Board of Commissioners (San Juan County's legislative body) adopted a County-wide zoning ordinance. Chapter 10 of the 1978 Zoning Ordinance established five zoning districts, including Zoning District A-10 (Agricultural). Chapter 11 of the 1978 Zoning Ordinance further identified permitted and conditional uses within three of the five County zoning districts (including A-10, the Agricultural District).

In May 2004 Jeremy Parriott (Parriott) and a group of investors purchased 320 acres in San Juan County to provide a place where extreme off-road users, dirt bike enthusiasts, and others could operate. Parriott named the property Area BFE. The purchased property was within the A-10 Agricultural District of San Juan County.

After the May 2004 purchase, Parriott planned and promoted two extreme "rock crawling" events to be held in March 2005. When Area BFE's neighbors learned of the planned March 2005 events, they contacted San Juan County officials claiming that the events were not authorized under County land use ordinances.

Apparently after discussions with County officials, in March 2005 Parriott submitted a request for an amendment to the 1978 San Juan County Zoning Ordinance. That request included: a) proposed amendment language, and b) details regarding Area BFE's land use under the proposed amendment.

On 11 April 2005 the County Board of Commissioners acknowledged receipt of Area BFE's requested zoning code amendment.

On 26 July 2005 a public hearing was held for the Area BFE-proposed amendment to the 1978 Zoning Ordinance. No public comments were received. On 26 July 2005 the County Commission approved the Area BFE-requested amendment.

By San Juan County Ordinance 2005-02, Chapter 11 of the County's Zoning Ordinance was amended to change certain "conditional" uses to "permitted" uses within the three zoning districts (to include the Agricultural District) *and* to further define the permitted uses within one of the previously-authorized land use categories.

On 12 September 2011 the Board of Commissioners adopted an amended County Zoning Ordinance.[1] With the 2011 adoption of a new Zoning Code, the previous Area BFE-requested amendments were repealed. Specifically, the Area BFE-requested and adopted "permitted" uses were changed to "conditional" uses in the 2011 Zoning Code.[2]

After 12 September 2011 Area BFE could continue its prior authorized and approved use on its 320-acres if that use qualified as a legal nonconforming use.

During 2015 Parriott and other owners sold their interests in Area BFE to Robert Lucero (Lucero).

On 2 September 2020 the San Juan County Board of Commissioners approved Ordinance No. 2020-11. That Ordinance established a County Administrative Hearing Program and authorized the County Administrator to appoint an Administrative Law Judge.

In September and December 2020, VCH III (with managing partner Lucero) purchased additional property adjacent to Area BFE's 320-acres (purchased in 2004).

In late 2020 and early in 2021, Area BFE hosted recreational events which the adjacent property owners and neighbors believed significantly increased the off-property (Area BFE) impacts. In response to these perceived increased impacts, select Area BFE neighbors contacted San Juan County challenging Area BFE's continued land use as a nonconforming land use.

At the time this matter was raised, the County did not have a zoning administrator – which would have been the individual to research, review, and decide the matter. Without a zoning administrator, the neighbors' question was referred to the County Planning Commission.

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[1] County records indicate that two-years' work preceded the amendment of the Zoning Code. The County records state that the last time the 1978 Zoning Code was amended was in 2005, with the amendment proposed by Area BFE.

[2] The 2005 amended Zoning Code characterized the following uses as "permitted" within the Agricultural Zone: (8) Dude Ranch; family vacation ranch; and (15) Private park or recreational grounds or private camp or resort . . ." The 2011 amended Zoning Code characterized these two uses as "conditional" uses and removed from the Code the previous defining language.

The 2011 amended Zoning Code changed the designation of the Agricultural District from A-10 to A-1.

On 15 April 2021 the San Juan County Planning Commission met to hear the issue of whether Area BFE qualified as a legal nonconforming use.[3] After receipt of testimony from citizens and Area BFE representatives, the Planning Commission voted unanimously on 15 April 2021 to recognize Area BFE's use as a legal nonconforming use.

On 23 April 2021 Area BFE neighbor Lynda Smirz (Petitioner) appealed (under San Juan County Ordinance 2020-11) the 15 April 2021 Planning Commission decision to San Juan County Administrative Law Judge Lyn Loyd Creswell (ALJ Creswell).

Subsequent to Petitioner's appeal, ALJ Creswell: reviewed the 15 April 2021 Planning Commission decision, developed a legal framework for [4] determining whether Area BFE's use is a nonconforming use; and conducted discovery to obtain additional information relating to the matter.

Findings

1. Petitioner Lynda Smirz has standing to file the subject appeal under San Juan County Ordinance 2020-11.[5]

2. Petitioner Lynda Smirz' filing of an administrative appeal in the subject matter was timely.[6]

[3] The day of the meeting, the Planning Commission received a staff report authored by Scott Burton, San Juan County Subdivision Administrator, stating staff's recommendation that the Planning Commission require Area BFE to obtain a conditional use permit unless Area BFE provided "specific information" in answer to questions about Area BFE's history of use.

[4] Initially, the parties were Petitioner and San Juan County. Later, Area BFE was joined as a party.

[5] At the request of ALJ Creswell, on 21 May 2021 Petitioner's attorney submitted a statement setting forth Petitioners' standing in this matter. Neither San Juan County nor Area BFE have challenged Petitioner's standing.

[6] See Declaration of San Juan County Administrator Mack McDonald dated 24 May 2021.

3. The legal principles[7] relevant to a finding that a land use qualifies as a legal nonconforming use include the following:

    a. The scope of use allowed under a legal nonconforming use is determined by what activities or uses were authorized prior to the adoption of the zoning ordinance which prohibits or restricts the land use[8];

    b. Legal nonconforming uses cannot expand beyond the historical (previously authorized) physical boundaries – in other words, the use must remain within the property boundaries existing when the use became nonconforming[9];

    c. Constructing new structures or buildings on nonconforming use property is generally not authorized[10].

    d. Changes in the nonconforming uses may not deviate from the essential character, nature, or kind of the prior authorized use[11]; and

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[7] One principle which does not appear to apply here relates to the abandonment of the subject property. Generally, a legal nonconforming use is terminated if the property is abandoned over a period of time. The test for abandonment includes evidence of both the intent to abandon and actual abandonment. Area BFE's website posted that the property would be temporarily closed on 5 June 2018. There was no evidence presented which suggests that the 5 June 2018 closure was an abandonment, as defined by nonconforming use legal precedent.

Additionally, the fact that ownership of Area BFE changes does not extinguish a legal nonconforming use. Nonconforming uses have been found to run with the land. Utah Code § 17-27a-510 (1) (a).

[8] See New London Land Use Assoc. v. New London Zoning Bd., 130 N. H. 510 (1988); Residents Defending Their Homes v. Lone Pine Hunters' Club, Inc., 155 N.H. 486 (2007); State *ex. rel* Brill v. Mortenson, 6 Wis. 2d 325 (1959).

[9] See Utah Property Rights Ombudsman Opinion 186 (24 May 2017), which referenced Gibbons & Reed Co. v. North Salt Lake City, 19 Utah 2d 329, 431 P. 2d 559 (1967). See also Buffalo Crushed Stone, Inc. v. Town of Cheektowaga, 13 N.Y. 3d 88 (2009); Rudolf Steiner Fellowship Foundation v. De Luccia, 90 N.Y.2d 453 (1997); Town of Hampton v. Brust, 122 N. H. 463 (1982); County of San Diego v. McClurken, 37 Cal.2d 683 (1951); Lessard v. Burnett County Bd. of Adjustment, 2002 WI App 186. An exception to this rule is made when the nonconforming property is used for mining or mineral extraction. In such cases, the courts apply the Doctrine of Diminishing Assets.

[10] Lake Bluff Housing Partners v. City of South Milwaukee, 197 Wis. 2d 157 (1995) (where developer failed to obtain a valid building permit prior to rezone, the developer had no legal right to build the desired project); Chizum v. Elkhart County Plan Commission, 17 Ind. App. 691, 263 N.E.2d 654 (1970).

Expanding existing structures on nonconforming use property is prohibited. Stan Moore Motors, Inc. v. Polk County Bd. of Adjust., 209 N. W. 2d 50, Iowa (1973).

[11] The intensification or enlargement of nonconforming uses (within the confines of the property) is not necessarily proscribed. Peirce Appeal, 119 A.2d 506, 509 (Pa. 1956); Lucile Bartz v. Bd. of Adjustment, 80 Wn.2d 209 (1972); Robert H. Keller v. City of Bellingham, 92 Wn.2d 726 (1979). However, changes in nonconforming uses may not deviate from the essential nature of the previously lawful use. Dearden v. City of Detroit, 70 Mich App 163 (1976); Norton Shores v. Carr, 81 Mich App 715 (1978); New London Land Use Assoc. v. New London Zoning Bd., 130 N.

e. Changes in the nonconforming uses may not significantly change the impacts on abutting property or the neighborhood[12].

4. The essential character, nature, or kind of Area BFE's land use was not effectively defined in 2005 when the County Commission amended the changes to the 1978 Zoning Code. The Code amendment included the following named permitted uses: "Dude ranch," "family vacation ranch," "private park," "recreational grounds," "private recreational camp," "resort," "accessory or sporting dwellings complexes," "commercial services uses which are owned by or managed by the recreational facility to which it is accessory," "recreational gatherings," "special events," "recreational activities including sportman [sp] activities, arts, filming, and photography," and "monetary fees collected to insure environmental protection, reclamation, and retain public access." Unfortunately, the Commission in 2005 did not adopt definitions for these uses.[13]

   Of interest, the 2005 language used to amend the 1978 Zoning Code does not appear to apply narrowly or specifically to Area BFE's intended and later use of its 320-acres.

H. 510 (1988). To determine the essential nature of the previous legal use, a court may look at the prior legal conforming use as a whole to see if the proposed or current use differs from the from the prior use in "character, nature, and kind" or whether the proposed use under the new zoning code will have a substantially different impact on abutting property or the neighborhood? See Joseph P. Hurley v. Town of Hollis, 143 N. H. 567 (1999) ["We are mindful that nonconforming uses cannot be substantially enlarged or expanded, but may only be altered 'where the expansion is a natural activity, closely related to the manner in which the piece of property is used at the time of the enactment of the ordinance creating the nonconforming use.' New London Land Use Assoc. v. New London Zoning Bd., 130 N.H. 510; 543 A.2d 1385 (1988)"]; Town of Salem v. Wickson, 146 N. H. 328 (2001). See also Town of Bridgewater v. Chuckran, 351 Mass. 20 (1966) [court adopted a three-part test: Does the use reflect the nature and purpose of the use prevailing when the zoning law took effect? Is there a difference in the quality of the character as well as the degree of use? Is the current use different in its effect on the neighborhood?].

[12] However, the modification of a prior legal nonconforming use will not be barred by a claim that the use harms the neighborhood if the alleged harm is minimal or insignificant. L. Grossman & Sons, Inc. v. Town of Gilford, 118 N. H. 480 (1978) [court found that changing an advertising sign in a commercial area among several other signs of similar size and nature had no appreciable effect on the neighborhood. The sign's existence "in no way diminishes the value of other property. It is not a health or safety hazard. No fumes, smoke, or noise is generated by the sign to the detriment of the neighborhood."].

[13] There was considerable detail (including definitions) relating to these uses in Parriott's March 2005 application submitted to San Juan County. However, the details and definitions set forth by Parriott were not included in the Commission's Code amendment.

5. On 15 April 2021 the San Juan County Planning Commission received the following facts or information[14] relating to a determination of whether Area BFE qualified as a legal nonconforming use[15].

    a. In 2018 Area BFE began looking at changes through a master planning process – changes which would include construction of buildings and facilities.

    b. In 2018 Area BFE sought the advice of legal counsel and began requiring users to sign a waiver form.

    c. Area BFE acknowledged that it had problems with people wandering off the property.

    d. Area BFE has supported filming of commercials on the property.

    e. Area BFE's main focus and main goal (in April 2021) was to develop a resort.[16]

    f. An entity managed by Lucero, VCH III, LLC, has purchased additional property ("a couple hundred plus acres") that borders the Area BFE property (320-acres purchased in 2004).

    g. Recent events have taken place on the original Area BFE property (320-acres purchased in 2004) and used the VCH III, LLC property.

    h. Area BFE property is open to the public year-round. Users are required to sign a waiver and pay a fee. Area BFE also seeks to limit the hours of use.[17]

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[14] During the meeting, Deputy County Attorney Goble asked an Area BFE representative to provide additional documentation, to include pictures. Area BFE agreed to provide that information. When the meeting ended, the Planning Commission acted without receiving the additional information. ALJ Creswell was informed by Deputy County Attorney Goble that subsequent to the meeting, Area BFE provided no additional documentation to the County. However, during the administrative appeal of the Planning Commission's decision Area BFE has submitted information, upon request by ALJ Creswell.

[15] Petitioner's attorney prepared an unofficial verbatim transcript of the hearing. The facts and information here are taken from that transcript.

[16] There was discussion in the meeting about whether the construction of a resort would require a conditional use permit (beyond Area BFE's legal nonconforming use).

[17] At the meeting, statements were conflicting whether the public is charged a fee or whether public access is free. Area BFE representatives seemed to say that the only restrictions to public access are: payment of a fee during large events; all users must sign a waiver; and hours of use are changed (no more late-night use). During public comment, Petitioner said she thought that fees were now required.

In a 4 October 2021 Declaration by Lucero, Area BFE stated, "Area BFE began charging the public for access to the property and events in approximately June 2018 after the Easter Jeep Safari due to insurance requirements and vandalism. The average number of visitors to Area BFE property significantly dropped after 2018."

i. During large events, Area BFE took steps to control the use and limit the impacts of events: such actions as hiring EMTs and sheriff personnel, regulating and controlling vehicle parking and road usage, using water trucks to control dust, and monitoring activities.

j. Over the years, Area BFE has learned to manage events better; including where to locate vehicle parking areas.

k. Citizen complaints and concerns increased with Area BFE events in September 2020 and April 2021.

l. Neighbors feel there has been an increase in noise and dust from recent events at Area BFE.[18]

m. Area BFE repeated its intent to operate as a nonconforming use or "business as usual."

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[18] ALJ Creswell received the following information relating to increased off-property impacts beginning in September 2020 (information provided by neighbors who live six hundred yards and one-mile from Area BFE):

- Dramatic increase in vehicle traffic – both on-road and off-road (outside of Area BFE's 320 acres);
- Off-road vehicle traffic caused increased damage to desert soil and native plants.
- Loud noise late into the night, which noise prevented sleeping; and
- Large plumes of dust over a wide area outside of Area BFE.

These impacts were associated with large events held at Area BFE. Area BFE presented information suggesting that the overall use of the 32- acres has declined over the last few years. Area BFE asserts that the cumulative off-property impacts have been reduced. Area BFE admits that the impacts associated with large events are challenging.

6. In the staff report provided to the Planning Commission, as part of their 15 April 2021 meeting, and during the discussion of before the Planning Commission meeting on 15 April 2021, the following questions were suggested: How many events were held in 2011 and how many events have been held each year since 2011? How many people attended or participated in these events? Were there changes in the types of vehicles used at BFE? Were there changes in the size, density, or number of events? Has the use been enlarged or expanded?

   Information relating to these inquiries would *not* be determinative of Area BFE's nonconforming use status, *unless* information relating to such inquiries lead to a finding of the following:

   a. That Area BFE's uses were or are no longer consistent with the essential character, nature, and kind of land use approved by the San Juan County Commission on 26 July 2005;

   b. That Area BFE expanded its uses beyond the property boundaries of its original 320-acres, which it owned and on which it conducted its permitted uses until 12 September 2011;

   c. That Area BFE constructed additional buildings or infrastructure on its 320-acres after 12 September 2011; or

   d. That Area BFE's uses have increased the impacts on adjacent properties or in the nearby neighborhood after 12 September 2011.

7. As part of discovery during the subject appeal, Area BFE provided ALJ Creswell with an October 2020 Preliminary Master Plan to develop an Off-Road Paradise RV/Resort. The Preliminary Master Plan proposes accommodations and amenities to support a full immersion experience for off-road users. Included in the Preliminary Master Plan are numerous structures or buildings: full- service cabins with inside and outside seating; central pool; RV spaces, with hookups, cable, fire pits, and grills; vehicle repair workshop and charging stations for electric powered vehicles; an employee bunk house; corporate offices/visitor center; restaurant; bathhouses; and site for a future hotel.[19]

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[19] The consultant who prepared the Preliminary Master Plan assumed that Area BFE would be required to obtain a Conditional Use Permit from San Juan County. The steps in obtaining a Conditional Use Permit are outlined in the Plan.

Area BFE has stated that it will seek any and all necessary approvals before proceeding with its proposed Master Plan.

8. In the 12 July 2021 Bureau of Land Management (BLM) response to the parties' Federal of Information Act request is a handwritten note from a BLM employee. That note details a discussion which the employee had with Lucero during a March 2021 event at Area BFE. The note suggests that Lucero experienced lack of cooperation from certain individuals or organizations. The lack of cooperation related to the speed of vehicles operating during an event and the control or use of routes or roads associated with the event. In addition to the handwritten note in the BLM FOIA response, there is an email apparently from a BLM employee. This email suggests that during a September 2020 event, Area BFE experienced off-property problems with individuals or users relating to dumpsters, camp trailers, gravel, and cut trees.

9. On 4 November 2021, Petitioner provided ALJ Creswell with Area BFE's published trail maps – along with another map which relates Area BFE's trails to the 320-acres. Comparing these maps shows there are multiple Area BFE trails which extend beyond the 320-acres.

Conclusions

1. If Area BFE fails to effectively restrict or control individuals or event users of its 320-acres from operating outside of its property boundaries Area, BFE's nonconforming use shall terminate.

2. Area BFE cannot at the same time conduct "business as usual" and move forward with its resort master plan – *unless* all improvements made under the resort master plan are exclusively on the additional couple hundred-acres plus property *and* such improvements are approved under existing San Juan County conditional use or other land use controls. If Area BFE constructs buildings or structures associated with the resort master plan on the original 320-acres (purchased in 2004) or constructs any new buildings or structures on the 320-acres, Area BFE's nonconforming use shall terminate.

3. The decision in the subject matter by the San Juan County Planning Commission on 15 April 2021 was both inconsistent with the law relating to nonconforming uses *and* not based on substantial evidence before the Commission.

    a. While the Commission was informed that an expansion of use by Area BFE would disqualify the continued use as a pre-permitted use, the Commission was not informed that: the continued use must conform to the essential character, nature, and kind of land use approved by the San Juan County Commission on 26 July 2005; Area BFE is barred from expanding its permitted uses beyond the physical borders of its 320-acres; Area BFE is barred from constructing additional buildings or infrastructure on its 320-acres after 12 September 2011; and Area

BFE's uses could not increase the impacts on adjacent properties or in the nearby neighborhood after 12 September 2021.

b. The evidence received by the Planning Commission was: at times conflicting; insufficient enough for Deputy County Attorney Alex Goble to request that Area BFE provide additional information to the County relating to the question before the Commission; and included the fact that the additional land purchased adjacent to the original Area BFE 320-acres was "opened up" for use by those operating on the Area BFE 320-acres.[20]

[20] After receiving testimony from Area BFE during the 15 April 2021 hearing. Deputy County Attorney Alex Goble told the Planning Commission that the "most interesting part" of Area BFE's statements was the that "they are obviously bigger, there is more land being used."

Decision and Order

1. The 15 April 2021 decision of the San Juan County Planning Commission approving Area BFE's nonconforming use is vacated, because the Commission's decision was not based on applicable nonconforming use law *and* the evidence received by the Commission did not support a continuation of Area BFE's nonconforming use either under the legal principles the Planning Commission understood or a more complete set of nonconforming use legal principles.

2. Notwithstanding the vacating of the 15 April 2021 Planning Commission decision, the San Juan County Administrative Law Judge finds that Area BFE's use of its 320-acres may qualify as a nonconforming use[21], on the following conditions.

    a. Area BFE's nonconforming use applies only to Area BFE's 320-acres purchased in 2004 and not to other property affiliated with or owned by Area BFE or any of its owners.

    b. Area BFE's nonconforming use of its 320-acres shall terminate if evidence is provided (and confirmed) to San Juan County Administrative Law Judge after this decision and order;

        i. if new structures or buildings were constructed on the 320-acres after 12 September 2011 and Area BFE fails to remove such structures by 31 January 2022[22];

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[21] This "conditioned" approval here is based on one important factor:

Under Utah law, property rights are both favored and protected. In two important cases, the Utah courts have expressed this principle. "Because zoning ordinances are in derogation of property owner's common-law right to unrestricted use of his or her property, provisions therein restricting uses should be strictly construed in favor of the property owner." Hugoe v. Woods Cross City, 1999 UT App 281. "There is a trend increasingly looking with disfavor upon nonconforming uses. Such trend, however, at least theoretically, or constitutionally, cannot, or at least, should not destroy property rights, or continued lawful use of one's property." Rock Manor Trust v. State Road Commission, 550 P. 2d 205 (1976).

There is ample evidence to immediately terminate Area BFE's nonconforming use. Area BFE currently publishes a map with recreational routes extending beyond its 320-acres. In effect, Area BFE is *inviting* off-property recreational activity. Also, at the 15 April 2021 Planning Commission hearing, Area BFE admitted there had been trail usage outside of the 320-acres.

[22] ALJ Creswell was informed that communication antennae, which may or may not have been placed on the 320-acres after September 2011, are essential to communicate with first responders, San Juan County, and BLM. The antennae are also used to access the internet. ALJ Creswell considers these antennae part of the "natural activity, closely related to the manner in which the piece of property was used at the time of the enactment of the ordinance creating the nonconforming use." They do not need to be removed. ALJ Creswell was also informed that there are restrooms on the property. These also need not be removed.

ii. that individuals or organizations operating at Area BFE continue to extend their recreational activities (to include off-road vehicle operation, racing, and related vehicle uses) beyond of the property boundaries of Area BFE's 320-acres[23]; and

iii. that off-property impacts of uses associated with Area BFE have a significant and continuing impacts on adjacent property and the immediate neighborhood.[24]

3. Any land use on the "couple hundred plus" acres owned by VHC III does not qualify as a nonconforming use and is subject to San Juan County land use regulation as determined by the County Attorney. VCH III may seek approvals from San Juan County and nothing in this order shall be construed to the contrary.

4. Administrative Law Judge Lyn Loyd Creswell shall continue jurisdiction over this matter until 30 June 2023.

Lyn. L. Cresl

19 NOVEMBER 2021

Lyn Loyd Creswell, San Juan County Administrative Law Judge Date

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[23] The termination of recreational activities beyond the physical boundaries of the 320-acres must occur immediately after the publication of this order.

ALJ Creswell was not informed about all access and usage facts during the appeal process. If Petitioner raises issues relating to recreational activities extending beyond the 320-acres, the parties are informed that the following are ALJ Creswell's current assumptions.

- The 320-acres include both San Juan County roads and private trails.
- Area BFE is required to comply with all County and State of Utah policies and direction regarding use of County roads.
- Since Area BFE does not and will not allow "free" public access to the private trails in the 320-acres, the use of all private trails are Area BFE's responsibility.
- San Juan County has been informed about trespassers who come onto the 320-acres without permission, and will work with Area BFE, if notified.

The 2005 permitted use language includes a wide range of land uses within the 320-acres. These land use categories were not defined by the County Commission. Some of these land uses appear to support Area BFE's recreational activity (off road vehicle use on designated trails). Recently, Area BFE has located some of its event support activities (such as parking of passenger vehicles and overnight shelter) on property outside of the 320-acres. Area BFE support activities – if carried out on property outside of the 320-acres – may constitute an extension of uses beyond the physical borders of the initial permitted property.

[24] It is believed that if Area BFE operates exclusively within its 320-acres the impacts on the neighbors will be significantly reduced from the impacts experienced in late 2020 and early 2021.

CITY OF ST. GEORGE, UTAH
RESOLUTION NO. _____

A RESOLUTION APPOINTING AN ADMINISTRATIVE HEARING OFFICER

WHEREAS the City has adopted a process for appeals of administrative decisions to be heard by an administrative hearing officer who is to be appointed by the mayor with the advice and consent of the city council; and

WHEREAS the administrative hearing officer should be a person with common sense, analytical abilities, ability to make decisions based on the law as it relates to the facts, ability to write decisions, conduct research, read briefs, make evidentiary rulings, and be trained or experienced in law, mediation or the topic being appealed; and

WHEREAS Lyn Creswell is an attorney licensed to practice law within the State of Utah who has experience as a senior attorney with Salt Lake City and a City Attorney with the City of South Salt Lake, Utah and in his retirement is now acting as an administrative law judge and hearing officer for San Juan County and other jurisdictions within the State of Utah; and

WHEREAS, the City believes Lyn Creswell has the necessary skills and experience to serve as a city administrative hearing officer. Mr. Creswell is an attorney with experience who has extensive experience working with local governments as an administrative law judge and hearing officer, and has experience with general administrative government issues, land use issues, animal control issues, and zoning issues and has the necessary skills and experience; and

WHEREAS the City believes that appointing Mr. Creswell as the general administrative hearing officer is in the best interest of the citizens of the City of St. George.

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

The City hereby appoints Lyn Creswell as an administrative hearing officer for the City of St. George pursuant to SGCC §1-15-1.

The City Attorney is hereby authorized to enter into an engagement letter with Mr. Creswell for the services of Administrative Hearing Officer.

This resolution shall become effective immediately upon publication.

PASSED AND ADOPTED by the City Council of the City of St. George, this _____ day of _____, 2022.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Agenda Date: 07/14/2022 **Agenda Item Number:** 09

Subject:

Consider approval of an ordinance amending the Atkinville Interchange Area Planned Development Commercial (PD-C) zone to change the designation of a portion of Area 3.1 from Mixed Use to Community Commercial and to allow construction of a new Smith's Marketplace and Fuel Center on approximately 15.96 acres located at the southwest corner of Bluegrass Way and Pioneer Road for a project known as Smith's Marketplace. Case No. 2022-ZCA-024

Item at-a-glance:

Staff Contact: Carol Davidson

Applicant Name: AWA Engineering / Sun River Commons, LLC

Reference Number: 2022-ZCA-024

Address/Location:

Southwest corner of Bluegrass Way and Pioneer Road

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

This zone change amendment has two parts: 1)To amend the Atkinville Interchange Area Plan; and 2)To approve the conceptual plan for a new Smiths Marketplace and Fuel Center. To amend the Atkinville Interchange Area Plan, the use will need to be changed for Area 3-1. Right now, it is designated Mixed Use. The applicants are requesting to change this designation to Community Commercial. The Community Commercial designation use list is any use permitted in the C-2 district. This request went to the Planning Commission on June 14, 2022 where a public hearing was held. The Planning Commission recommended approval of this zone change amendment.

Staff Narrative (need/purpose):

The second part of this amendment is the proposal of a new Smiths Marketplace plus fuel center. The marketplace will be 123,722 square feet. It will be similar to the Dinosaur Crossing Smiths with the exception of having only one entrance. The marketplace will provide retail grocery, clothing, pharmacy, and fuel. The primary hours of operation will be 24 hours but will be adjusted to meet the needs of the neighborhood. The fuel center will provide nine fuel dispensers with an accompanying kiosk. The far northeast corner of the site will not be developed at this time.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of this zone change amendment with the following conditions:1.The right-of-way easement agreement with the City is amended to allow golf carts to travel on Arrowhead Canyon Drive to access Smiths.2.The Sun River Master Plan is amended to allow the location change of the 30 pylon sign.3.The applicant works with staff on the alignment of the access on Sand Piper.

PLANNING COMMISSION AGENDA REPORT: 06/14/2022
CITY COUNCIL AGENDA REPORT: 07/14/2022

Smith's Marketplace Zone Change Amendment (Case No. 2022-ZCA-024)		
Request:	The applicant is seeking approval of their design to build a new Smiths Marketplace	
Applicant:	AWA Engineering/ Sun River Commons, LLC	
Representative:	Rick Magness	
Location:	Southwest corner of Bluegrass Way and Pioneer Road	
General Plan:	Mixed Use (MU)	
Existing Zoning:	Planned Development Commercial (PD-C)	
Surrounding Zoning:	North	Planned Development Commercial (PD-C)
	South	Planned Development Commercial (PD-C)
	East	Planned Development Commercial (PD-C)
	West	Planned Development Residential (PD-R)
Land Area:	Approximately 15.96 acres	



BACKGROUND:
This request is for a zone change amendment to build a Smith's Marketplace and fuel center on approximately 15.96 acres located at the southwest corner of Bluegrass Way and Pioneer Road. This location falls in Area 3-1 of the Atkinville Interchange Area Master Plan. However, this has not always been a part of the Atkinville Plan; 9.78 acres were once a part of the Sun River Master Plan but was ultimately transferred to the Atkinville Interchange Area Master Plan on September 22, 2016.

This proposal will have two parts.
1. To amend the Atkinville Interchange Area Plan
2. To approve the concept plan for a new Smith's Marketplace and Fuel Center

To amend the Atkinville Interchange Area Plan, the use will need to be changed for Area 3-1. Right now, it is designated Mixed Use. The applicants are requesting to change this designation to Community Commercial. The Community Commercial designation use list is any use permitted in the C-2 district.

The second part of this amendment is the proposal of a new Smith's Marketplace plus fuel center. The marketplace will be 123,722 square feet. It will be similar to the Dinosaur Crossing Smith's with the exception of having only one entrance. The marketplace will provide retail grocery, clothing, pharmacy, and fuel. The primary hours of operation will be 24 hours but will be adjusted to meet the needs of the neighborhood. The fuel center will provide nine fuel dispensers with an accompanying kiosk.

The far northeast corner of the site will not be developed at this time. This 1.65-acre parcel will be developed in the future and will be required to return to the Planning Commission and City Council for adoption of their plans.

Please see the zoning requirement details below:

Zoning Requirements			
Regulation	**Section Number**	**Proposal**	**Staff Comments**
Setbacks		See attached site plan.	The required setbacks will be: Pioneer Road: 20' Havasu Drive: 20' Bluegrass Way: 20' Arrowhead Canyon Drive: 30' Site plan appears to meet setbacks.
Temporary Buildings, including Cargo Containers	10-8-4	None	N/A

Pedestrian Circulation Plan	10-8-6	The site plan provided shows pedestrian access on Havasu Dr, Pioneer Rd, and Bluegrass Way.	This meets requirements.
Uses	10-8D-2	The applicant has provided a new use list.	The proposed uses are typical uses found in the C-2 district.
Height and Elevation	10-8D-2	The proposed maximum height is 37'8".	The PD-C zone allows for a 50' height. This meets regulations.
Phasing Plan	10-8D-2	No phasing proposed.	N/A
Landscape Plan	10-8D-2	A landscape plan has been provided.	This will require a 15' wide plant strip with the required street trees along all four streets and 5% of the parking lot landscaped.
Utilities	10-8D-2	None shown	All utilities will be determined and designed during the JUC process. We will ensure this is completed during the site plan approval process.
Signs	10-8D-2	The applicant is asking for three free standing signs. They are requesting to amend the Sun River Commons Master Plan to move the location of one of their signs.	The signs meet the approved height and there is not a problem with the movement of the signs.
Lighting	10-8D-2	A photometric plan has been provided.	The lighting will need to be at or below 1.0 foot candles at the property line.
Lot Coverage	10-8D-6	See attached site plan	The PD-C zone allows coverage up to 50%. This meets the zoning regulations.
Solid Waste	10-8D-6	The site plan shows the location for solid waste.	The waste location will be required to have solid wall surrounding it.
Buffer Protection of Residential Property	10-8D-6	The site plan shows a solid wall and landscaping along Arrowhead Canyon Dr	The site plan provided appears to meet regulations.
Overlay Zones	10-13	None	N/A

Parking	10-19-5	Parking provided: 550 vehicle spaces 22 golf cart spaces	They are required to have 495 parking spaces. This meets requirements.
EVCS And Bike Parking	10-19-6	Shown on site plan: 12 bike spaces Conduit for 10 EVCS	Regulations require 2 bike spaces and conduit for 5 EVCS. This meets regulations.

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

1. The right-of-way easement agreement with the City is amended to allow golf carts to travel on Arrowhead Canyon Drive to access Smiths.
2. The Sun River Master Plan is amended to allow the location change of the 30' pylon sign.
3. The applicant works with staff on the alignment of the access on Sand Piper.

ALTERNATIVES:

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

POSSIBLE MOTION:
I move we approve the Smith's Marketplace zone change amendment with the conditions outlined in the staff report.

FINDINGS FOR APPROVAL:

1. The proposed uses are permitted uses found in the PD-C zone.
2. The proposed zone change meets the initial zone-change application requirements found in Section 10-8D-2A.

Exhibit A
Applicant's Narrative

June 7, 2022 (Revised June 7, 2022)

St. George City
Community Development Department
Attn: Carol Davidson
175 East 200 North
St. George, UT 84770

RE: Commercial Secondary Zone Change for a Smith's Marketplace at the NW corner of Pioneer Road and Havasu Drive in Sun River Commons

Ms. Davidson,

Smith's Food & Drug Center is requesting Commercial Secondary Zone Change consideration for a proposed Smith's Marketplace (123,722 sf) and a nine multi-product dispenser fuel center within the proposed parking area located at the NW corner of Pioneer Road and Havasu Drive. The proposed Site Plan also depicts a future development site area of 1.65 acres at the corner of Pioneer Road and Bluegrass Way.

Background

The current site is vacant and part of the Sun River Commons development.

Overall site area: ± 16.0 acres

Perimeter rights-of-way include Bluegrass Way (north), Havasu Drive (south), Pioneer Road (west), Arrowhead Canyon Drive (east)

General Plan Designation: Commercial

Current Zoning: PD-C (Planned Development – (Mixed Use / Commercial)

Atkinville Interchange Plan Area Overlay

Proposed General Uses / Zoning

The Atkinville Interchange Area Zone Plan zoning designation for this site is currently Mixed-Use, with a maximum 40,000 sf grocery store. The applicant is requesting a change to Community Commercial, as well as proposing a 124,000 sf Smith's Marketplace store. This is also a request to amend the Sun River Master Plan to remove the information referencing "mixed-use" for this parcel.

The proposed Smith's Marketplace will provide retail grocery, clothing, pharmacy, fuel and other related sales consistent with similar Smith's Food & Drug Centers within St. George. Primary hours of operation at opening will be 24 hours with adjustments made once business is established to meet neighborhood needs. This store is proposed with new prototype architectural elevations with modern architectural features and construction materials as shown in the proposed elevations. A fuel center will provide nine

fuel dispensers with a kiosk for attendant assistance and some food sales.

The uses for this location will be the C-2 uses according to the Community Commercial designation in the Atkinville Interchange Area Zone Plan.

Per Sun River Commons CC&R's the project shall be devoted to hospitality, retail, food and beverage, entertainment, business, commercial and office uses (Article 10.Use Restrictions).

Site Plan

The store is located adjacent to Arrowhead Canyon Drive, with the front elevation oriented towards Pioneer Road. The parking lot exists between the storefront and Pioneer Road. Employee parking and Neighborhood Electric Vehicle parking are located south of the store; deliveries are located on the west (rear) and grocery pick-up, Electric Vehicle parking and drive through pharmacy are located on the north side of the store. On-site detention areas are located at the northwest corner of the site.

The fuel center will be located at the SW area of the site at Pioneer Road and Havasu Drive, maximizing vehicular accessibility.

The remaining 1.65 acre site will provide additional commercial opportunities.

SMITH"S MARKETPLACE & FUEL CENTER

Site Area: 622,750 sf (14.3 acres)

Landscape Area: 92,060 sf (2.1 acres)

Building Area: 123,886 sf (2.8 acres)

Impervious Area: 406,804 sf (9.4 acres)

FUTURE DEVELOPMENT AREA

Future Site: 72,039 sf (1.65 acres)

OVERALL SITE AREA: ± 16.0 acres

Building / Elevations

Store and fuel center design and elevations feature a combination of materials consistent with Sun River Commons and the surrounding area. Decorative integrally colored split face and smooth CMU's interface with stone veneer, stucco and prefinished metal provide interest and pleasing features. These materials are featured on all four store elevations, as well as the fuel center.

Landscaping

Landscape planning is proposed and will be provided in accordance with current development and city code. A greater landscape area with a 6 ft. screen wall is proposed adjacent to Arrowhead Canyon Drive, providing a larger buffer to existing residential homes.

Transportation / Access

Pioneer Road

A proposed right in/right out mid-property between Havasu Drive and Bluegrass Way

Full accesses at the intersections of Pioneer Road and Havasu Drive as well as Pioneer Road and Bluegrass Way

Havasu Drive

Two full accesses for general parking circulation

Two right in/right out accesses for employee parking and shipping deliveries

One full access for neighborhood electric vehicles

Bluegrass Way

Three full accesses for general parking circulation, drive through pharmacy, electric vehicle parking and grocery pick-up.

A traffic study is provided for city review / approval.

Parking Analysis

	Spaces Required:	Spaces Provided:
Grocery (1/250 s.f.) =	495 spaces	549 spaces
Fuel Center (1:250 s.f.) =	1 space	1 space
Electric Vehicles =	(1%/5 spaces)	10 spaces
Bicycle (2 spaces + 2 per 100 vehicle parking) =	12 spaces	12 spaces
Total Parking:	501 spaces + 12 Bicycle	572 spaces + 12 Bicycle

Note:
Additional Parking Provided:
Grocery Pick up Spaces = 16 spaces
Neighborhood Electric Vehicle (Golf Cart) Spaces = 22 spaces

Signage

The Sun River Commons Master Sign Plan will be incorporated into this development. The Smith's Marketplace development proposes:

- One 30 ft. tall multi-tenant freestanding sign adjacent to Pioneer Road
- One 12ft. tall monument sign with price changers at the NW corner of Pioneer Road and Havasu Drive
- Signage will be located on two off-site pylon signs adjacent to I-15

These signs and locations are part of the master sign plan. Smith's Marketplace reduced the number of allowable signs within the Sun River Commons development, minimizing impacts.

Lighting

Parking lot lighting will be consistent with included information and will provide LED lighting and cut-off optics for both pole and wall pack lighting that will provide sufficient night vision and security

lighting without excessive lighting cast beyond the project boundary.

The proposed development meets or exceeds city codes and Sun River Commons CC&R's.

Smith's looks forward to providing grocery services in the Sun River area.

Thanks in advance for your consideration and approval for this project.

Regards,

Rick Magness

Rick Magness, AICP
Entitlement Manager / Land Planner
rickm@awaeng.com
(702) 370-6962

Exhibit B
Allowed Uses (C-2 Use List)

Allowed Uses

	C-2
Bar establishment	C
Off-premise beer retailer	P
Microbrewery or micro-winery (with restaurant or bar establishment)	P
Nightclub, dance hall (with alcohol)	C
Ambulance service	P
Animal boarding/care for small animals only and boarded for less than 30 days a year; provided, conducted completely within enclosed building	P
Animal hospital and veterinarian clinic, including overnight care of large animals (no boarding)	PS
Automobiles and other similar vehicle sales lots	PS
Automobile parts sales (new parts only); provided, conducted within completely enclosed building	P
Automobile rental (vehicles up to 26' in length)	P
Automobile repair, storage, including paint, body and fender, brake, muffler, upholstery or transmission work; provided, conducted within completely enclosed building (GVW 14,000 lbs or less)	P
Tire sales and service; provided, conducted within completely enclosed building	P
Financial, medical and professional services	P
Catering establishment	P
Restaurant	P
Bed and breakfast	P
Hotel/motel	P
RV parks, long and short term	PS
Timeshare units	P

	C-2
Counseling center, mental health, alcohol, drugs (nonresidential, less than 24 hours)	P
Mental health treatment center, with overnight stay	C
Nursing home	P
Office	P
Religious facility	P
Living quarters for manager or security personnel for business which requires 24-hour assistance or security – Up to 600 sf with occupancy limited to 4 people	PS
Large floor area building or site (20,000 sf or more ground floor aggregate)	C
Antique store	P
Athletic and sporting goods store	P
Department store	P
Drive-through sales (pharmacy, dairy products, etc.)	P
Furniture and large appliances sales (used)	P
Furniture sales (new) and repair	P
Household appliance sales and service	P
Office supply, office machines sales and service	P
Paint or wallpaper store	P
Pawnshop	P
Seed and feed store, retail	P
Supermarket/grocery store	P
Thrift shop/secondhand store/consignment store (no outside storage and no drop-off of items during the hours the business is closed)	P
Vegetable stand	P
Payday lending/title loans	P
Convenience markets with gas pumps/gas station	P
Farm implement sales (outdoor display)	P
Fence, sales and service	P

	C-2
Garden supplies and plant material sales	P
Body piercing, ancillary to a permitted use	P
Carpet and rug cleaning	P
Child care center	P
Communication transmission facilities, including wireless, primary	PS
Communication transmission facilities, including wireless, primary, height over 50'	C
Crematorium, independent human	P
Educational institutions, schools, college, learning centers, trade schools (no residential or 24-hour facilities)	P
Gunsmith	P
Janitor service and supply	P
Locksmith	P
Mortuary	P
Permanent cosmetics, a secondary use to an establishment employing cosmetologist(s)/barber(s), aesthetician(s), electrologist(s), or nail technician(s) licensed by the state under 58-11a-101 et seq., Utah Code Annotated, 1953, as amended, excluding tattoo establishments and home occupations	P
Personal care service	P
Personal instruction service	P
Pest control and extermination	P
Pet grooming	P
Psychic, tarot card reader, fortune teller, occult art practitioners, hypnotist	P
RV storage	PS
Sign sales	P
Storage rental units	PS
Tattoo establishment	P
Taxidermist	PS

	C-2
Bus terminal	P
Taxi/shuttle	P
City, all facilities	P
Public utility facilities, primary	PS

Exhibit C

Public Comment

St.George
THE BRIGHTER SIDE

Brenda Hatch <brenda.hatch@sgcity.org>

Case No. 2022-ZCA-024. (Staff – Carol Davidson)

1 message

Bob Klarich <[redacted]> Mon, Jun 13, 2022 at 2:44 PM
To: brenda.hatch@sgcity.org

Hi, I would like it know that I am in favor of

> The project known as Smith's Marketplace. Case No. 2022-ZCA-024. (Staff – Carol Davidson). The addition of Smith's would make it so we didn't have to travel many miles to get to a good grocery store. The project as explained to our community is well thought out.

Also, many of us in SunRiver are concerned that there is no traffic control at Sunriver Parkway. The intersection is wide (five lane), has a viaduct, is on a curve, and there is an elevation change. At the meeting today, the leader of the meeting suggested you cannot do anything to make it safer. He claimed if you put in a light at that intersection, it will cause there to be too many lights and that drivers would speed up. I had never heard about the concept of speeding up if there are more lights. It may be true of some drivers, but, I don't think it true of most drivers. In any event, this intersection needs help to making it safer.

Thanks for listening,

Bob Klarich
[redacted]

St.George
THE BRIGHTER SIDE

Brenda Hatch <brenda.hatch@sgcity.org>

Smith's grocery in Sun River

1 message

'Jennie Wright' via PlanningCommission <planningcommission@sgcity.org> Mon, Jun 13, 2022 at 5:38 PM
Reply-To: Jennie Wright <[redacted]>
To: planningcommission@sgcity.org

I will not be attend the Planning Commission meeting tomorrow, but want to voice my support for the Smith project to go forward ASAP.
I'm afraid just the "naysayers" will show up for the meeting tomorrow.

My home is only about 3 blocks from the proposed location and it will be a great asset to the folks that live in the Sun. River community and beyond.

We need something closer and right now Walmart is our only other close grocery store.

We need a lot more out this way.

I came from Lincoln CA where I lived in a DelWebb 55+ community and we had a huge Safeway and many other stores in the same vicinity and the convenience of having stores so close was a bonus. I drove my golf cart to Safeway, Starbucks, cleaners, CVS and many more. Those stores were right next to the DelWebb community. You could probably see the area on Google Earth.

Thank you,

Jennie Wright. In Sun River

St.George
THE BRIGHTER SIDE

Brenda Hatch <brenda.hatch@sgcity.org>

Smith's Marketplace

1 message

Adchris <[redacted]> Mon, Jun 13, 2022 at 3:06 PM
To: "planningcommission@sgcity.org" <planningcommission@sgcity.org>

Hi. My name is Allen Christiansen and I am a resident in Sun River St. George. My wife and I are in favor of changing the zoning to allow the Smith's Marketplace store to be built. Our main concern is, and this may be more of a city thing, the speed limit on Sun River Parkway. Coming off I15 there is a speed limit sign of 45. Two blocks later a sign of 35. With the proposed light at Sun River Parkway and Pioneer the sign that says 45 needs to be taken down and replaced with one that says 35, or even better 30.

Thanks,

Allen Christiansen

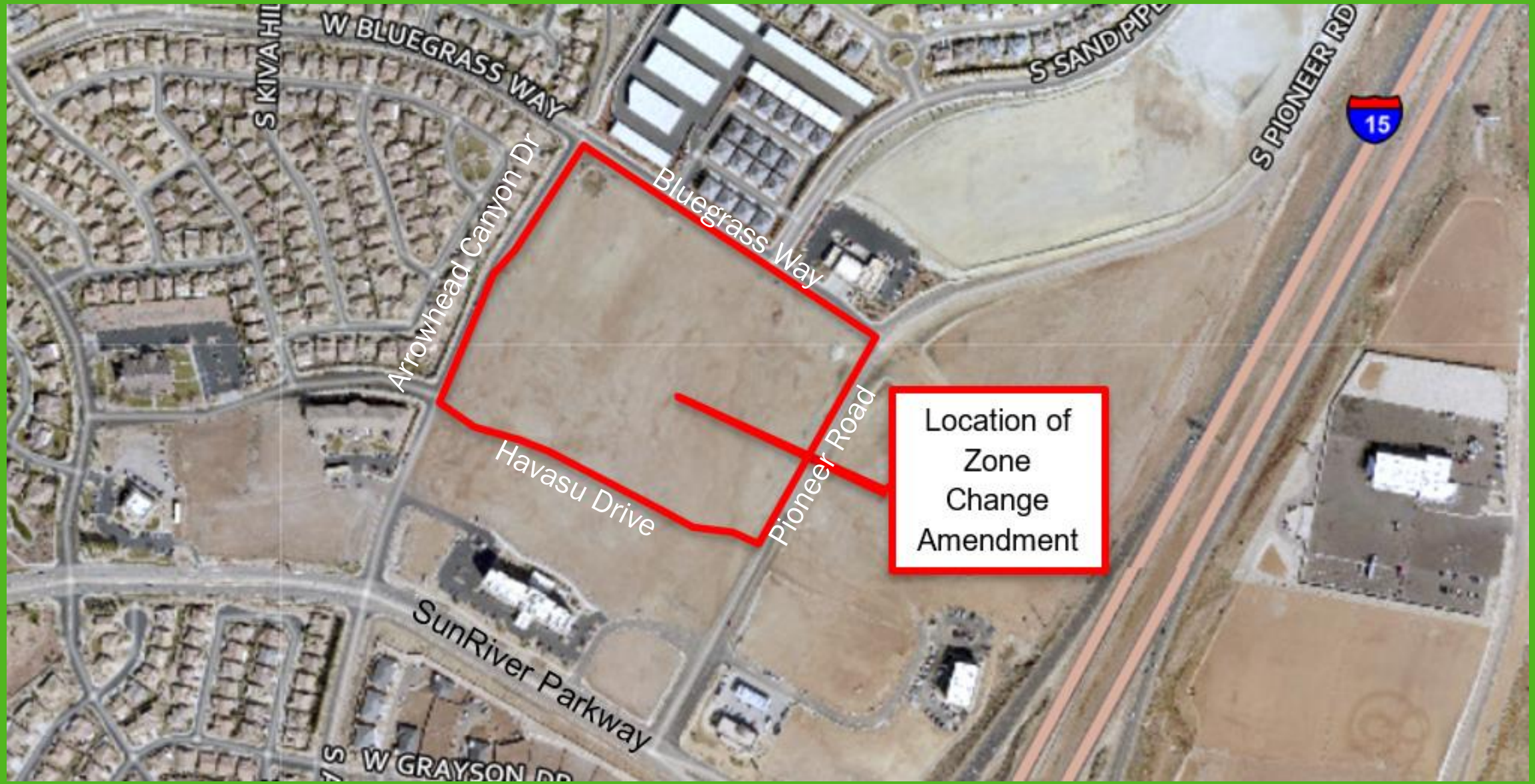
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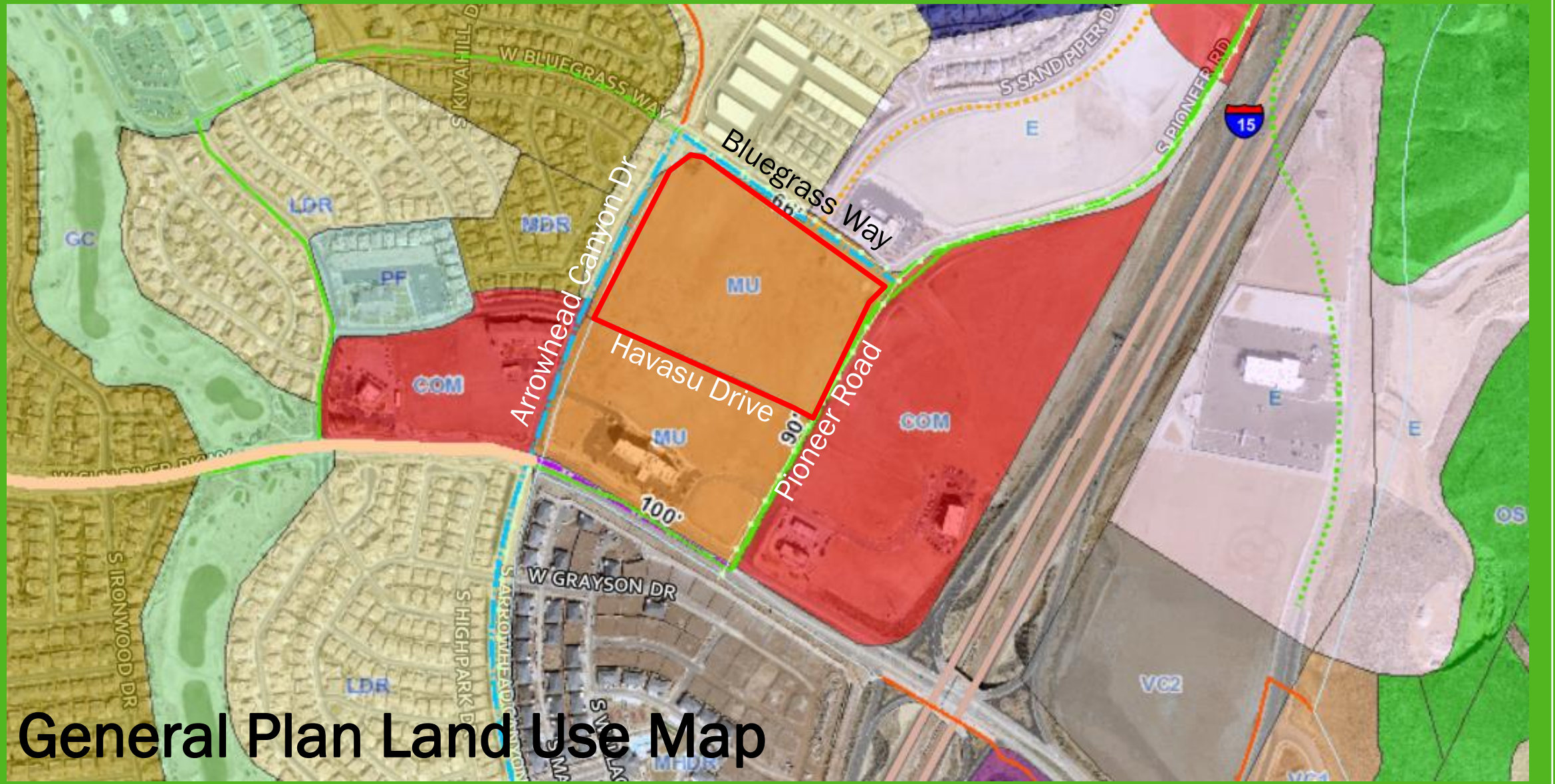
Exhibit D
PowerPoint Presentation



Smith's Marketplace

Zone Change Amendment

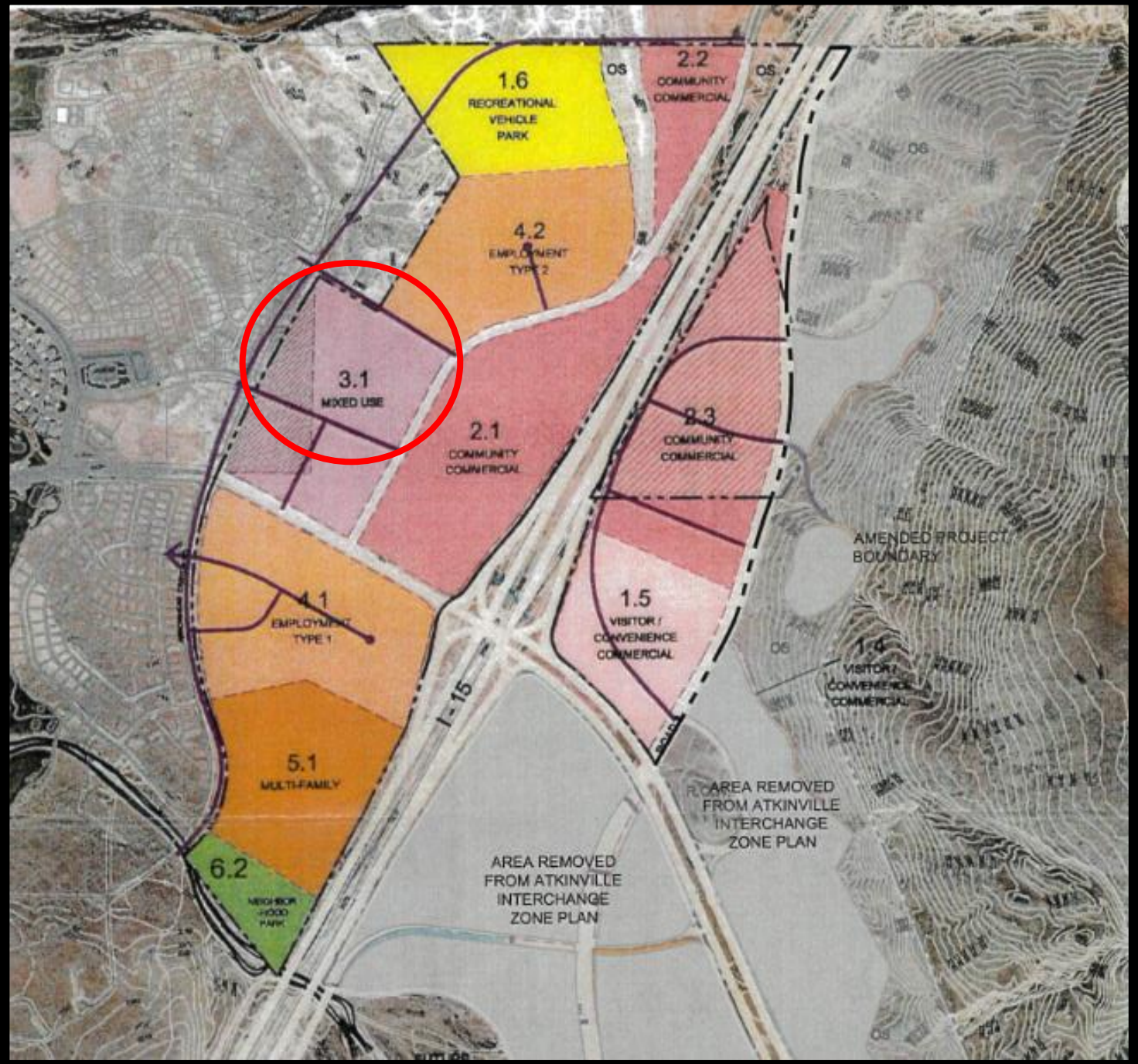

W BLUEGRASS WAY
S KIVA HI
S SAND PIPE
S PIONEER RD
15
Arrowhead Canyon Dr
Bluegrass Way
Havasu Drive
Pioneer Road
Location of Zone Change Amendment
SunRiver Parkway
W GRAYSON DR



General Plan Land Use Map


Arrowhead Canyon Dr
Bluegrass Way
Havasu Drive
Pioneer Road
W BLUEGRASS WAY
S SANDPIPER DR
S PIONEER RD
15
W SUN RIVER PKWY
S IRONWOOD DR
S HIGHPARK DR
S ARROWHEAD CANYON DR
W GRAYSON DR
PD-R
PD-C
Price City Hills 9-19

Zoning Map



VISITOR / CONVENIENCE COMMERCIAL

COMMUNITY COMMERCIAL

EMPLOYMENT

MULTIFAMILY

RECREATIONAL VEHICLE PARK

NEIGHBORHOOD PARK

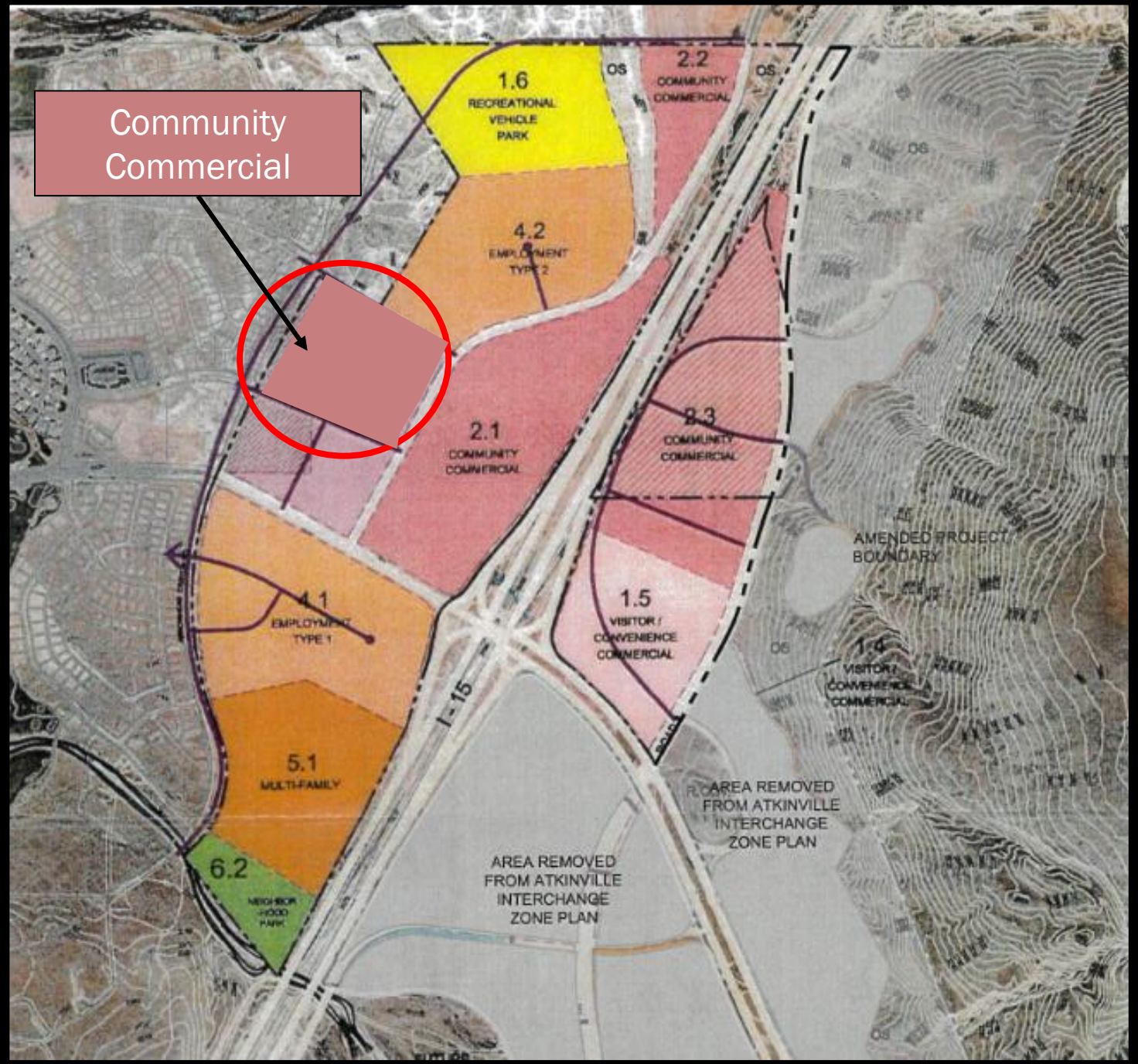
WELCOME CENTER

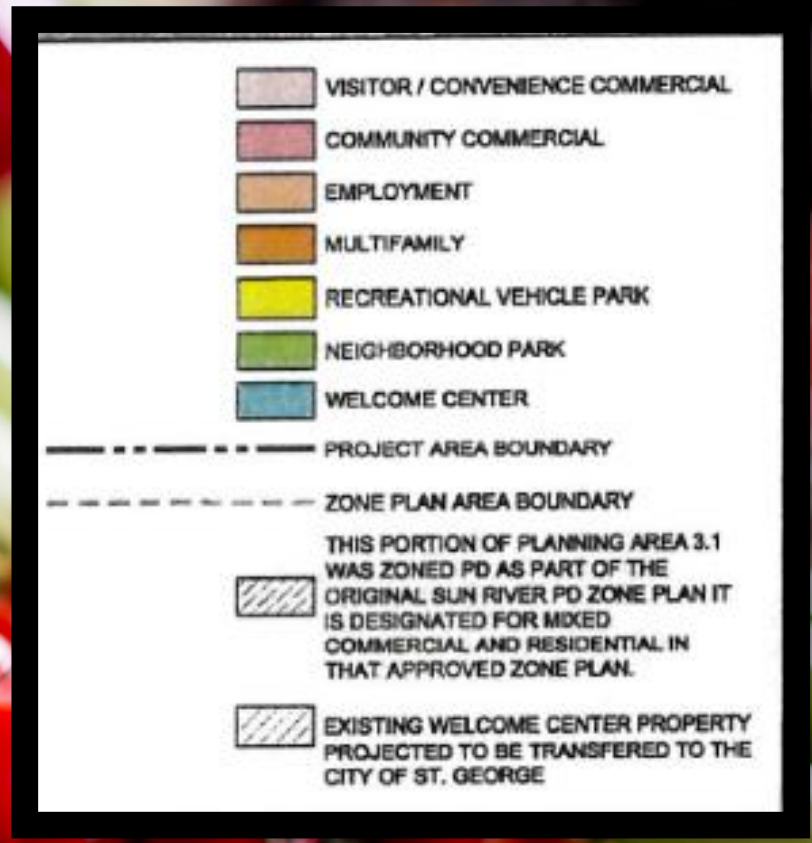
PROJECT AREA BOUNDARY

ZONE PLAN AREA BOUNDARY

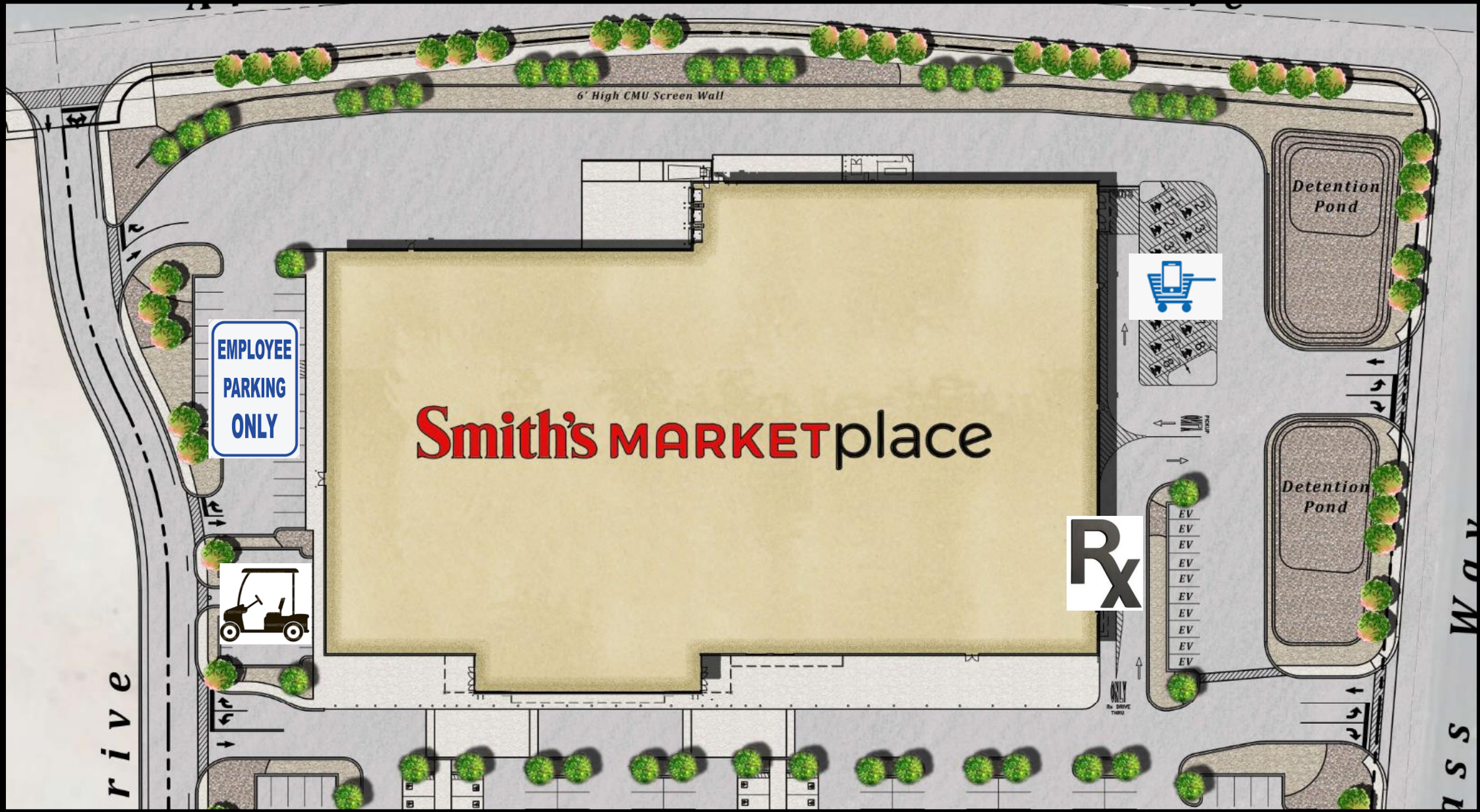
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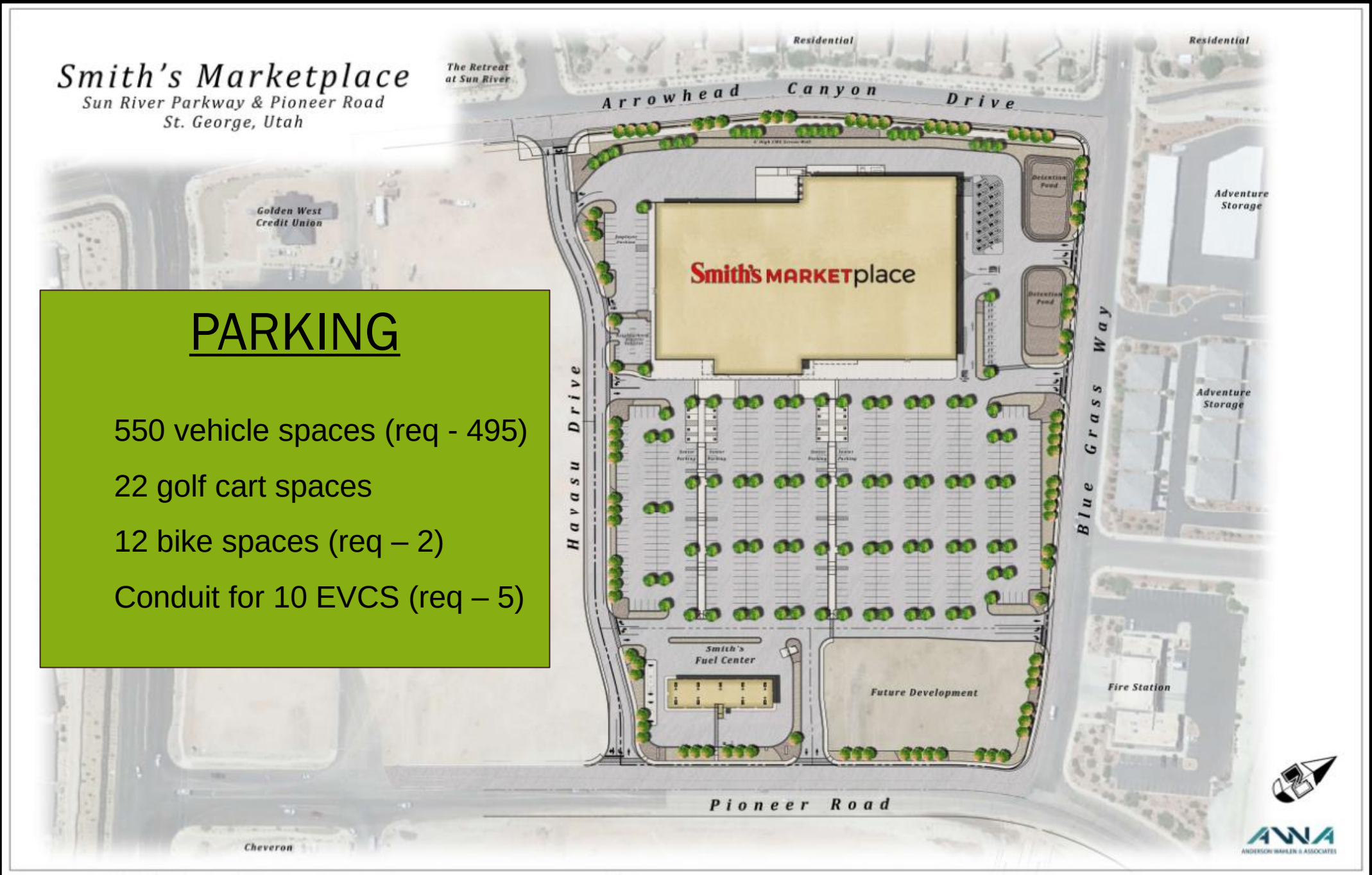
EXISTING WELCOME CENTER PROPERTY PROJECTED TO BE TRANSFERED TO THE CITY OF ST. GEORGE


Community Commercial
1.6
RECREATIONAL VEHICLE PARK
OS
2.2
COMMUNITY COMMERCIAL
OS
4.2
EMPLOYMENT TYPE 2
2.1
COMMUNITY COMMERCIAL
8.3
COMMUNITY COMMERCIAL
4.1
EMPLOYMENT TYPE 1
1.5
VISITOR / CONVENIENCE COMMERCIAL
5.1
MULTI-FAMILY
6.2
NEIGHBORHOOD PARK
I-15
AMENDED PROJECT BOUNDARY
1.4
VISITOR / CONVENIENCE COMMERCIAL
AREA REMOVED FROM ATKINVILLE INTERCHANGE ZONE PLAN
AREA REMOVED FROM ATKINVILLE INTERCHANGE ZONE PLAN

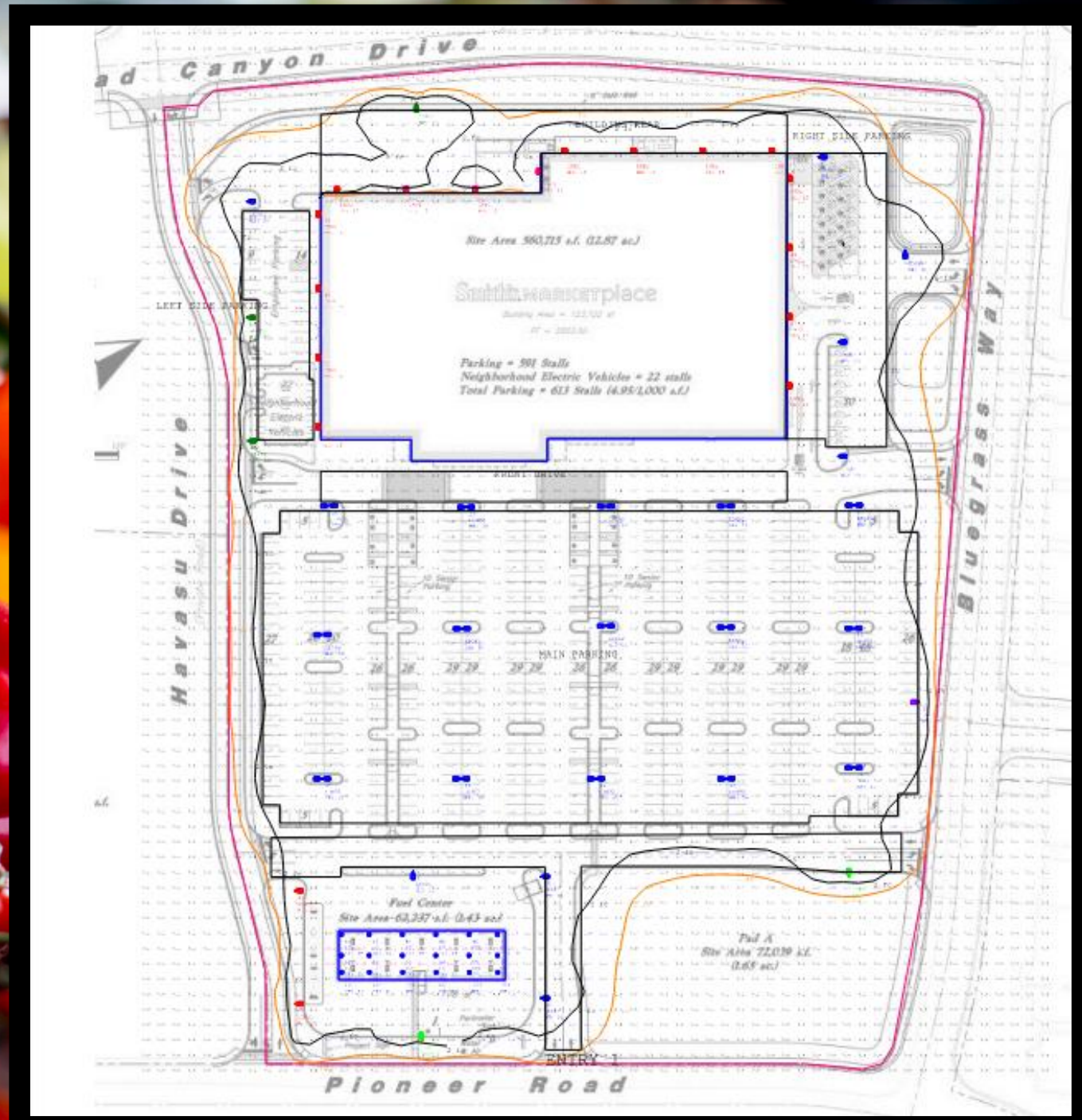

VISITOR / CONVENIENCE COMMERCIAL
COMMUNITY COMMERCIAL
EMPLOYMENT
MULTIFAMILY
RECREATIONAL VEHICLE PARK
NEIGHBORHOOD PARK
WELCOME CENTER
PROJECT AREA BOUNDARY
ZONE PLAN AREA BOUNDARY
THIS PORTION OF PLANNING AREA 3.1 WAS ZONED PD AS PART OF THE ORIGINAL SUN RIVER PD ZONE PLAN IT IS DESIGNATED FOR MIXED COMMERCIAL AND RESIDENTIAL IN THAT APPROVED ZONE PLAN.
EXISTING WELCOME CENTER PROPERTY PROJECTED TO BE TRANSFERED TO THE CITY OF ST. GEORGE


ER PKWY
S HIGH PARK DR
S ARROWHEAD CANYO
W GRAYSON DR
S KIVA HILL DR
W BLUEGRASS WAY
Smith's MARKETplace
Pioneer Road
S SANDPIPER DR
S PIONEER RD
15


6' High CMU Screen Wall
Detention Pond
Detention Pond
EMPLOYEE PARKING ONLY
Smith's MARKETplace
Rx
EV
EV
EV
EV
EV
EV
EV
EV
EV
EV
EV
PICKUP ONLY
ONLY Rx DRIVE THRU
rive
ss Way


Smith's Marketplace
Sun River Parkway & Pioneer Road
St. George, Utah
Residential
Residential
The Retreat at Sun River
Arrowhead Canyon Drive
Golden West Credit Union
Smith's MARKETplace
Detention Pond
Detention Pond
Adventure Storage
Adventure Storage
Havasu Drive
Blue Grass Way
Smith's Fuel Center
Future Development
Fire Station
Pioneer Road
Cheveron
PARKING
550 vehicle spaces (req - 495)
22 golf cart spaces
12 bike spaces (req – 2)
Conduit for 10 EVCS (req – 5)

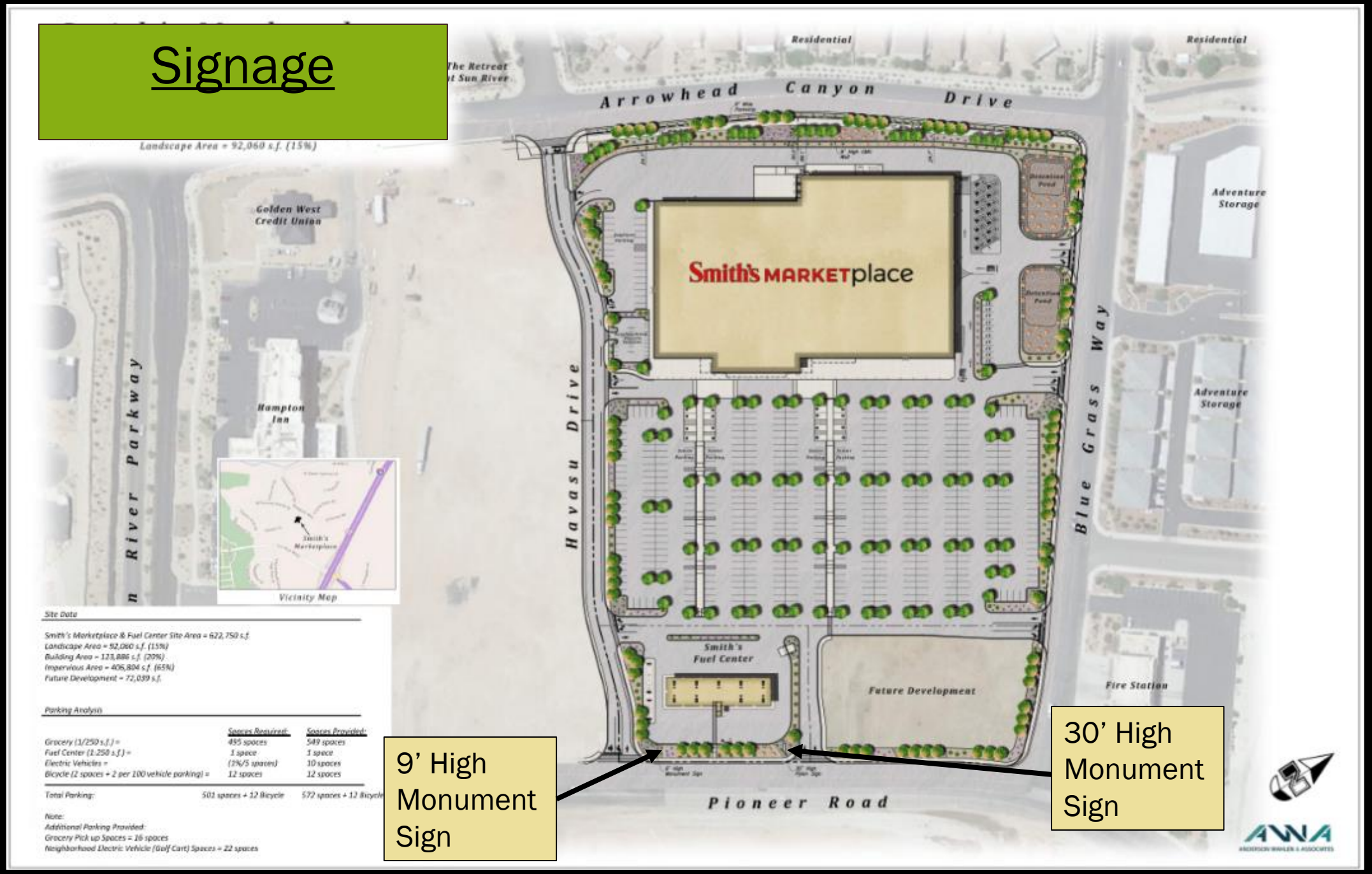
LIGHTING


Canyon Drive
Havasu Drive
Bluegrass Way
Pioneer Road
Site Area 560,715 s.f. (12.87 ac.)
Parking = 591 Stalls
Neighborhood Electric Vehicles = 22 stalls
Total Parking = 613 Stalls (4.95/1,000 s.f.)
MAIN PARKING
Fuel Center
ENTRY 1

Access

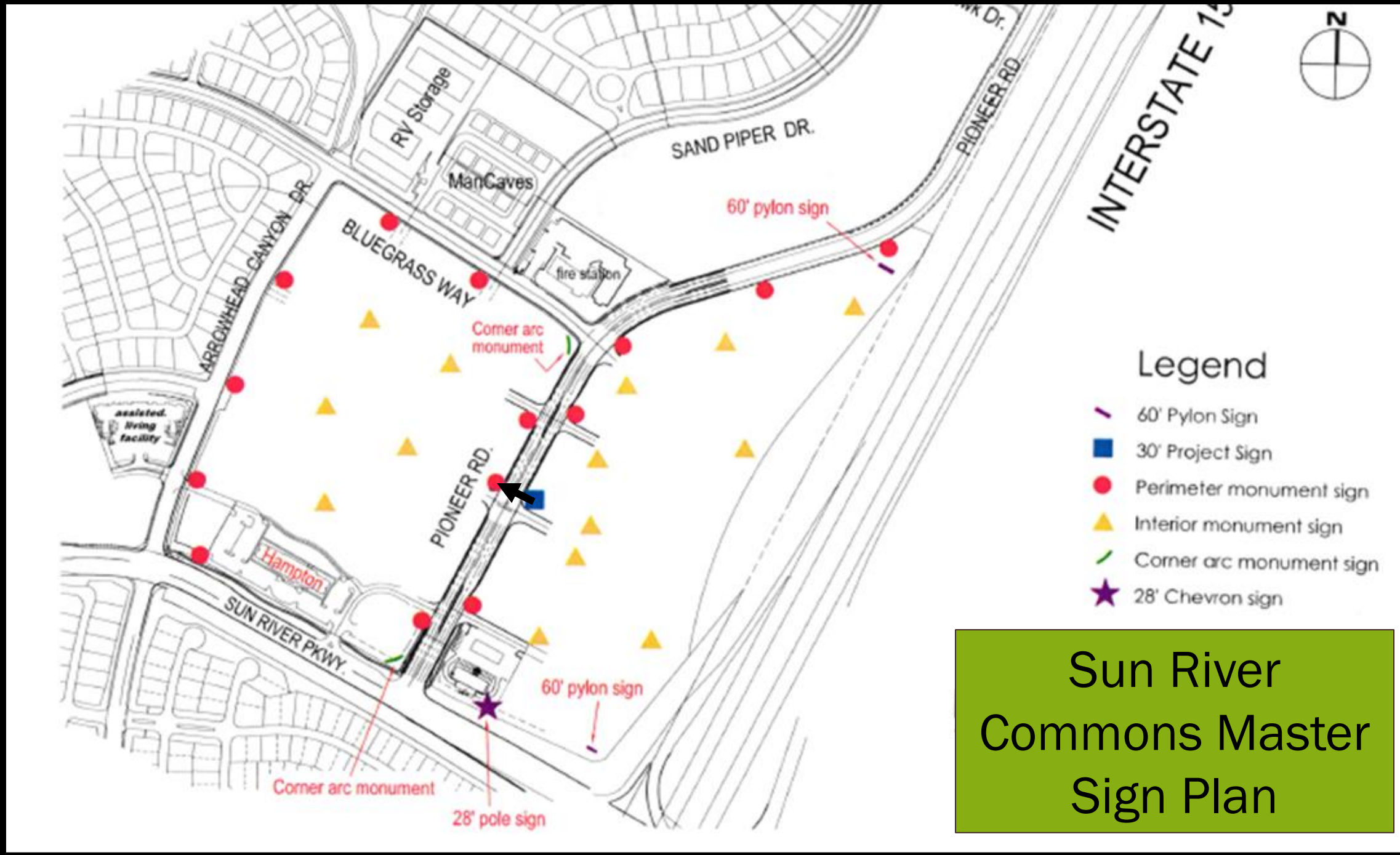

Residential
Residential
The Retreat at Sun River
Arrowhead Canyon Drive
Golden West Credit Union
Hampton Inn
Sun River Parkway
Havasu Drive
Blue Grass Way
Smith's MARKETplace
Detention Pond
Detention Pond
Adventure Storage
Adventure Storage
Smith's Fuel Center
Future Development
Fire Station
Pioneer Road
Cheveron

Signage



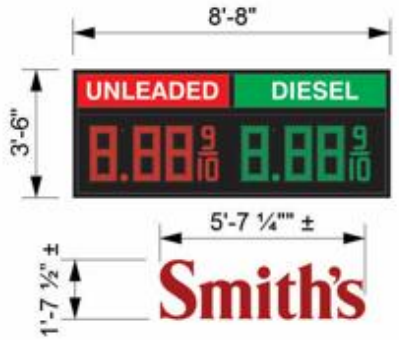
9' High Monument Sign

30' High Monument Sign

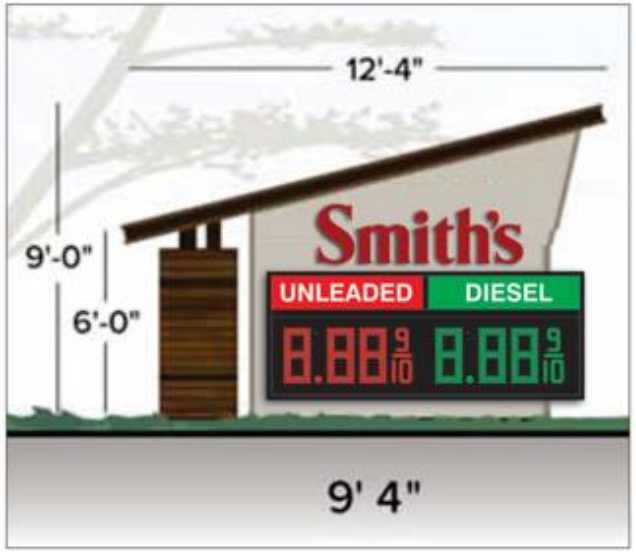

RV Storage
ManCaves
SAND PIPER DR.
PIONEER RD
INTERSTATE 15
60' pylon sign
BLUEGRASS WAY
fire station
ARROWHEAD CANYON DR.
Corner arc monument
assisted living facility
PIONEER RD.
Hampton
SUN RIVER PKWY.
60' pylon sign
Corner arc monument
28' pole sign
N
Legend
60' Pylon Sign
30' Project Sign
Perimeter monument sign
Interior monument sign
Corner arc monument sign
28' Chevron sign
Sun River Commons Master Sign Plan

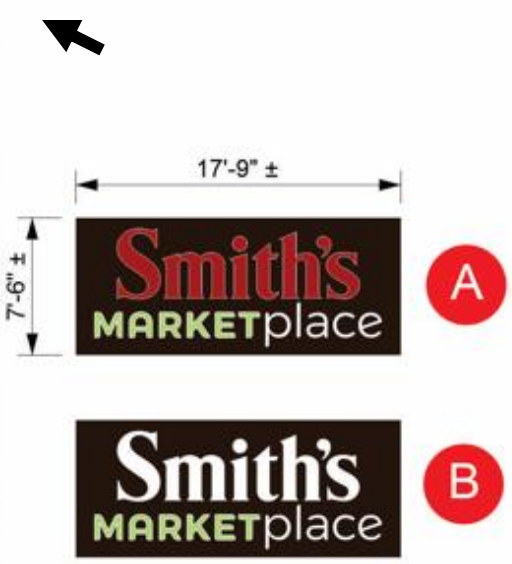


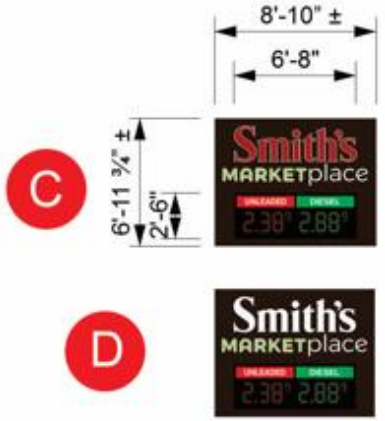
60' TENANT PYLON SCALE: 1/8" = 1'-0"



9'-4" TENANT PYLON SCALE: ¼" = 1'-0"



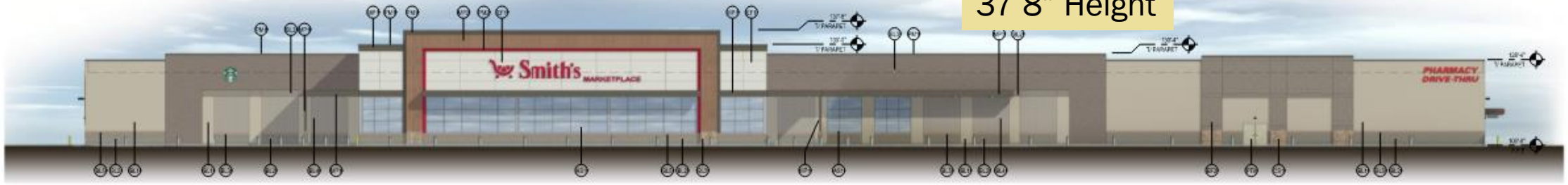






30' TENANT PYLON SCALE: 1/8" = 1'-0"

37’8” Height



EAST ELEVATION

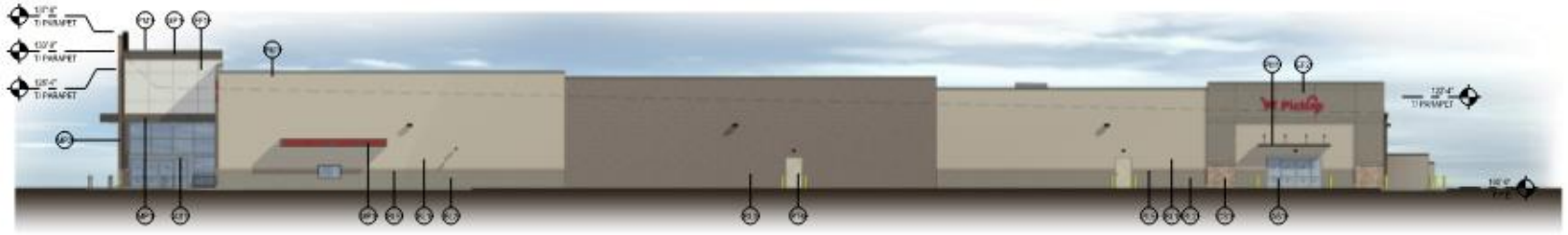


WEST ELEVATION





SOUTH ELEVATION



NORTH ELEVATION

Smith's Marketplace

Sun River Parkway & Pioneer Road
St. George, Utah



Perspective #1



Perspective #2

Smith's Marketplace

Havasu Drive & Pioneer Road
St. George, Utah



Perspective #3



Perspective #4



BL1 – Decorative CMU, Smooth Face
Echelon, Precision - Sunburst



BL2 – Decorative CMU, Split Face
Echelon, Split-face – Cocoa Brown



BL3– Decorative CMU, Shot Blast Face
Echelon, Mesastone - Plum



BL4 – Decorative CMU, Smooth Face
Echelon, Precision - Aspen



BL5 – Decorative CMU, Smooth Face
Echelon, Precision – Umber Brown

EF1 – EIFS or Stucco
Color to match SW7002 "Downy"



CS1 – Applied Simulated Stone
Cultured Stone, Pro-Fit Ledgestone - Mojave



MP2 – Extruded Aluminum Panel
Longboard – Light Cherry



MP1/PM1 – Metal Panel / Prefinished Metal
Burnished Slate



EF2 – EIFS or Stucco
Color to match SW7508 "Tavern Taupe"



Smith's
FOOD & DRUG STORES

EXTERIOR MATERIAL SAMPLES

Smith's Store SM280 – St. George, UT

May 10, 2022

CR
architecture + design

RECOMMENDATION

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

1. The right-of-way easement agreement with the City is amended to allow golf carts to travel on Arrowhead Canyon Drive to access Smiths.

2. The Sun River Master Plan is amended to allow the location change of the 30’ pylon sign.

3. The applicant works with staff on the alignment of the access on Sand Piper.

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Commercial space

1 message

Mary Lynne Sargent <[redacted]> Wed, Jul 13, 2022 at 4:32 PM
To: christina.fernandez@sgcity.org

It is just fine with us. It will be nice to have something so close without having to travel so far.

Sent from my iPad

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Light pollution

1 message

Cynthia Parkinson <[redacted]> Wed, Jul 13, 2022 at 7:36 PM
To: christina.fernandez@sgcity.org

We live at Sunriver on Ambassador Drive. We are very concerned about the amount of light pollution in St. George. From our property we can see electronic billboards flashing all night long above us. It looks like there's an outdoor theater there at night. We are very concerned about the Smith's development. We're concerned about the additional traffic in our neighborhood. We're very concerned about bright lights flashing down into our homes. The Entrada developments have done a beautiful job of protecting the night sky. Please protect our neighborhood. We don't want St. George to look like Las Vegas. Thank you so much.
David and Cynthia Parkinson

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Pending Sun River commercial property development to facilitate construction of Smith's Grocery Store.

1 message

Mark Peters <[redacted]> Thu, Jul 14, 2022 at 11:18 AM
To: "christina.fernandez@sgcity.org" <christina.fernandez@sgcity.org>

Smith's (albeit, a developer), certainly has our vote to proceed, as this will ultimately prove to be a huge benefit to not only the community of Sun River, St. George, Utah, but to all the existing as well as future residential developments in this area.

Thank you,

Mark and Beverly McCarrell-Peters

Happy Sun River residents.

07/13/2022

4:50PM MST

(end)

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Proposed Smith Grocery Store

1 message

Clarence Smith <[redacted]> Wed, Jul 13, 2022 at 4:47 PM
To: christina.fernandez@sgcity.org

It would be a wonderful addition if Smiths Grocery would design a seniors section to the store.
By that I mean stocking smaller sized cans of food, half loaves of bread etc.
Not necessarily to reduce costs but to help eliminate waste.

Sent from my iPhone

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Proposed zone change from Mixed Use to Community Commercial for Smiths

1 message

Philip H Nielson <[redacted]> Wed, Jul 13, 2022 at 5:24 PM
To: "christina.fernandez@sgcity.org" <christina.fernandez@sgcity.org>

I have no problem with the Zoning Change from Mixed Use to Commercial for the Smiths Supermarket on Pioneer Road.

Let's do this !!

Phil Nielson
Sun River Resident near the development
[redacted]

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Re: Smith's SunRiver Zoning Change

1 message

Garry Glidden <[redacted]> Thu, Jul 14, 2022 at 7:13 AM
To: christina.fernandez@sgcity.org

Please zone to Community Commercial to allow Smith's to construct their marketplace in SunRiver.

> On Jul 13, 2022, at 4:28 PM, Garry Glidden <[redacted]> wrote:
>
> Please consider changing zoning to allow Smiths to begin constructing their grocery marketplace in SunRiver.
>
> Thanks!
> Garry Glidden
> SunRiver Resident

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

RE: Zone Change

1 message

Judy Lu <[redacted]> Thu, Jul 14, 2022 at 6:57 AM
To: christina.fernandez@sgcity.org

I live in Neighborhood 1 in SunRiver and I am very pleased to hear about this zone change to bring Smith's Food Market to our area here in St. George. I think this will be a big plus for us here at Saint george and the communities around us.

Judy Lujan
[redacted]

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smith’s near SunRiver, exit 4

1 message

bsklarich [redacted]> Wed, Jul 13, 2022 at 4:29 PM
To: christina.fernandez@sgcity.org

My wife and I live in SunRiver/St. George and have lived there for almost 16 years. We strongly support the addition of a Smiths Grocery store.

Bob and Shari Klarich

Sent from my iPhone

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smith's SunRiver Zoning Change

1 message

Garry Glidden <[redacted]> Wed, Jul 13, 2022 at 4:28 PM
To: christina.fernandez@sgcity.org

Please consider changing zoning to allow Smiths to begin constructing their grocery marketplace in SunRiver.

Thanks!
Garry Glidden
SunRiver Resident

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smiths Grocery

1 message

Michael Corcoran <[redacted]> Wed, Jul 13, 2022 at 6:14 PM
To: "christina.fernandez@sgcity.org" <christina.fernandez@sgcity.org>

Christina,

I am a resident of Sun River and am writing to strongly support the change in zoning needed in order for the proposed Smiths Grocery can be approved and built.

Very much appreciate the good work the City has done to move this project forward as soon as possible.

Regards,

Mike & Katie Corcoran
[redacted]

P.S. Really LOVE the Golf Cart access to the new store. Will certainly help to reduce traffic along Sun River Pkwy into the I-15 access ramp - this proposal is a WINNER!

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smith's In Sun River

1 message

EDWIN NEWBERRY <[redacted]> Thu, Jul 14, 2022 at 12:35 PM
To: christina.fernandez@sgcity.org

Most of us here in Sun River, have been wanting a grocery store, here, for a number of years. PLEASE do everything that you can to expedite this very desirable project.

Best Wishes,
Ed and Judy Newberry

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smiths Market Place

1 message

chester simpson <[redacted]> Thu, Jul 14, 2022 at 8:20 AM
To: christina.fernandez@sgcity.org

Concerning Smiths—Unlicensed ATV's and Golf Carts should not be allowed unless they are registered , licensed, and have insurance. Accidents will happen and they will be on public right of ways.

Chet Simpson
Sun River

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smith's Marketplace / Sunriver

1 message

michael grasso <[redacted]> Wed, Jul 13, 2022 at 4:52 PM
To: christina.fernandez@sgcity.org

To Whom It May Concern,
As residents of Sunriver my wife and I are deeply concerned on how a supermarket would impact our neighborhood. In spite of all the caveats to the contrary, we know what this kind of business can do to a neighborhood. We are very dismayed that the representatives of Sunriver would allow this kind of structure directly across the street from our neighbors homes. We urge the committee, in the strongest terms possible, to NOT ALLOW this construction to proceed.

Respectfully,
Michael Grasso
[redacted]

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smith's Marketplace at Sunriver

1 message

Suzan Bevan <[redacted]> Thu, Jul 14, 2022 at 4:44 AM
Reply-To: Suzan Bevan <[redacted]>
To: "christina.fernandez@sgcity.org" <christina.fernandez@sgcity.org>

To the members of the city council,

I implore you to allow the zone change for the construction of the new Smith's Marketplace out at Sunriver. We are a rapidly growing area and in desperate need of more business's such as a grocery store, restaurants and fast food. I love shopping at Smith's Marketplace and currently have to drive all the way across town adding to the congestion of the streets of St George, not to mention the high cost of gas. A Smith's Marketplace here at Sunriver is a win, win for everyone!! Thank you.

Sincerely,
Suzan Bevan
Sunriver resident

Sent from Yahoo Mail on Android

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smith's MarketPlace

1 message

Steve Lindley <[redacted]> Wed, Jul 13, 2022 at 10:27 AM
To: christina.fernandez@sgcity.org
Cc: michele.randall@sgcity.org, adam.lenhard@sgcity.org, jimmie.hughes@sgcity.org, gregg.mcarthur@sgcity.org, dannielle.larkin@sgcity.org

Christina,

Earlier this year our SunRiver St George Homeowners Association was notified of some future commercial development. We were fortunate to be able to partner with Darcy Stewart's team and the Smith's Architect to share plans with the Sunriver Community. This has proven to be a very positive engagement that has allowed several community meetings in our ballroom, emails to our membership and finally to this point of coming to City Council.

While no project ever meets with 100% support, I would venture to say that a large majority of our community are in favor of the Smith's MarketPlace Community Commercial project. Key items of discussion have been around safety, lighting, traffic, stop lights, vehicle speed, hours of operation, landscape, delivery vehicle pattern, delivery times of day, trash removal time of day, Golf Cart access for convenience, Rear (west side) block wall height, working with the store manager on any concerns after opening, etc.

Many of our homeowners would like this to move forward with great speed. It will allow residents access to food, medicines and other services that will enhance the quality of life/access and services needed in our community.

Thank you for your support of this development.
--
Steve Lindley - Trustee, President SRSG Community Association

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smiths Project

1 message

David Ellison <[redacted]> Wed, Jul 13, 2022 at 9:05 PM
Reply-To: David Ellison <[redacted]>
To: "christina.fernandez@sgcity.org" <christina.fernandez@sgcity.org>

I am in favor of the zoning change being asked for by the developers of the Smith's store. The residents of Sun River have waited way to long for this area to have retail. Dave Ellison

Sent from Yahoo Mail on Android

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Smiths

1 message

sonseeah gil <[redacted]> Wed, Jul 13, 2022 at 8:16 PM
To: christina.fernandez@sgcity.org

Christina
As a resident of Sunriver I am totally in favor of the land Smiths is planning to build on being zoned commercial. Everyone I know in Sunriver is looking forward to commercial stores going in. Especially a grocery store!
Sonseeah Gil
Sent from my iPhone

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Zone Change for Proposed Smiths at Sun River.

1 message

Mike Dance <[redacted]> Wed, Jul 13, 2022 at 4:45 PM
To: christina.fernandez@sgcity.org

Hello City Council,
I would like to comment on the proposed zone change to build a Smiths at SunRiver. I have not seen any traffic studies how the city will control traffic at the off ramp and traffic to get back on the Parkway. The off ramp is already getting backed up and this needs to be addressed before anything is built here.
On another note if the City of St George is so concerned with water has anyone on the council ever tried to figure out how much water this will take to build? I am in the construction industry and know it will take over 5 million gallons of water for construction purposes.
Please consider the impact of the city for building larger off ramps, traffic lights, which aren't Cheap and as you are finding out through accidents in the city doesn't help.
I know there needs to be growth but do it wisely and consciously for city patrons.
If this goes through don't ever ask me to cut down on watering my lawn since water is not a concern from the city council members.

Sincerely,
Mike Dance
Resident of St George.

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

zoning change

1 message

Trish Spevak <[redacted]> Thu, Jul 14, 2022 at 11:18 AM
To: christina.fernandez@sgcity.org

I am writing to inform you that I support the zoning change in the area next to SunRiver that would allow a Smith's Marketplace to be built there.

Patricia Spevak
[redacted]

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Zone change sunriver ‘smiths grocery ‘.

1 message

Dean Lehman <[redacted]> Thu, Jul 14, 2022 at 4:52 PM
To: christina.fernandez@sgcity.org

City will have update traffic control as capacity will have to be increased 10fold. Intersection of. Sunriver PKWY. &. S Pioneer Rd.

D Lehman, Resident of Sunriver Community

St.George
THE BRIGHTER SIDE

Christina Fernandez <christina.fernandez@sgcity.org>

Zoning Change

1 message

Steve Colson <[redacted]> Thu, Jul 14, 2022 at 2:25 PM
To: christina.fernandez@sgcity.org
Cc: Donna Colson <[redacted]>

We are strongly in favor of the zoning change required to allow the new Smith's Marketplace to be added to our community!
It will be a great addition to this region of St George in light of the past and current residential growth in the southern part of the city.

Sent from Steve and Donna Colson
[redacted]
(We live in the SUNRIVER community.)

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ATKINVILLE INTERCHANGE AREA MASTER PLAN PLANNED DEVELOPMENT COMMERCIAL (PD-C) ZONE ON APROXIMATELY 15.96 ACRES, GENERALLY LOCATED AT THE SOUTHWEST CORNER OF BLUEGRASS WAY AND PIONEER ROAD, TO CHANGE THE DESIGNATION FROM MIXED USE TO COMMUNITY COMMERCIAL, AND TO APPROVE THE DESIGN FOR A GROCERY STORE.

(Smith's Marketplace)

WHEREAS, the property owner has requested to amend the Planned Development Commercial (PD-C) zone on approximately 15.96 acres, generally located at the southwest corner of Bluegrass Way and Pioneer Road to build a grocery store; and

WHEREAS, the Planning Commission held a public hearing on this request on June 14, 2022; and

WHEREAS, the City Council held a public meeting on this request on July 14, 2022; and

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment to the Planned Development Commercial (PD-C) zone, on approximately 15.96 acres, generally located at the northwest corner of Mall Drive and Sandia Road. The property affected by this zone change amendment is more specifically described on the legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

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

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

APPROVED AND ADOPTED by the St. George City Council, this 14th day of July 2022.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit “A” – Legal Description

SMC280 Sun River
Adjusted Parcel **March 24, 2022**

A part of the Northeast Quarter of Section 23, Township 43 South, Range 16 West, Salt Lake Base and Meridian, in St. George City, Washington County, Utah:

Beginning at a point on the Easterly line of Sun River St. George, Phase 11 Subdivision, recorded as Entry No. 915427 in Book 1695 at Page 0091 of the Official Records of Washington County, located 3084.67 feet North 1°13’39” East along a line described of record as being the extension of the Section line; and East 3586.25 feet from the Southwest Corner of said Section 23; also being 58.00 feet South 66°26’55” East along the centerline of Havasu Drive from a Brass Cap Monument found marking the intersection thereof with Arrowhead Canyon Drive; and running thence along said Easterly line the following two courses: North 23°33’05” East 33.00 feet to a point on a curve; and Northwesterly along the arc of a 25.00 foot radius curve to the right a distance of 39.27 feet (Center bears North 23°33’05” East, Central Angle equals 90°00’00” and Long Chord bears North 21°26’55” West 35.36 feet) to a point of tangency on the Easterly line of said Arrowhead Drive as it exists at 33.00 foot half-width; thence along said Easterly line the following three courses: North 23°33’05” East 240.44 feet to a point of curvature; Northeasterly along the arc of a 967.00 foot radius curve to the right a distance of 164.54 feet (Central Angle equals 9°44’57” and Long Chord bears North 28°25’33” East 164.34 feet to a point of tangency; and North 33°18’02” East 327.79 feet to and along the Easterly line of Sun River St. George, Phase 12, recorded as Entry No. 915429 in Book 1695 in Page 0099 of Official Records, to a point of curvature; thence Northeasterly along the arc of a 25.00 foot radius curve to the right a distance of 39.27 feet (Central Angle equals 90°00’00” and Long Chord bears North 78°18’02” East 35.36 feet) along said Easterly line to a point of tangency on the Southwesterly line of Bluegrass Way as it exists at 33.00 foot half-width; thence along said Southwesterly line the following three courses: South 56°41’58” East 756.81 feet to a point of curvature; Southeasterly along the arc of a 767.00 foot radius curve to the right a distance of 127.91 feet (Central Angle equals 9°33’19” and Long Chord bears South 51°55’18” East 127.77 feet) to a point of tangency; and South 47°08’39” East 34.98 feet to a point of curvature; thence Southeasterly along the arc of a 30.00 foot radius curve to the right a distance of 44.07 feet (Central Angle equals 84°10’05” and Long Chord bears South 5°03’36” East 40.21 feet) to a point of reverse curvature on the Northwesterly line of Pioneer Road as it exists at 40.00 foot half-width; thence along said Northwesterly line the following two courses: Southwesterly along the arc of a 590.00 foot radius curve to the left a distance of 85.06 feet (Central Angle equals 8°15’38” and Long Chord bears South 32°53’37” West 84.99 feet) to a point of tangency; and South 28°45’48” West 499.76 feet to the centerline of a future road; thence along said future centerline the following eight courses: North 61°14’21” West 57.28 feet to a point of curvature; Northwesterly along the arc of a 275.00 foot radius curve to the left a distance of 72.00 feet (Central Angle equals 15°00’00” and Long Chord bears North 68°44’21” West 71.79 feet) to a point of tangency; North 76°14’21” West 83.09 feet to a point of curvature; Northwesterly along the arc of a 232.50 foot radius curve to the

right a distance of 60.41 feet (Central Angle equals 14°53’15” and Long Chord bears North 68°47’43” West 60.24 feet) to a point of tangency; North 61°21’05” West 387.08 feet to a point of curvature; Northwesterly along the arc of a 243.50 foot radius curve to the left a distance of 116.77 feet (Central Angle equals 27°28’33” and Long Chord bears North 75°05’22” West 115.65 feet) to a point of reverse curvature; Northwesterly along the arc of a 262.50 foot radius curve to the right a distance of 102.53 feet (Central Angle equals 22°22’44” and Long Chord bears North 77°38’17” West 101.88 feet) to a point of tangency; and North 66°26’55” West 65.30 feet to said Easterly line of Sun River St. George, Phase 11 Subdivision, and the point of beginning.

Contains 694,995 sq. ft.
Or 15.955 acres

Exhibit “B” – Parcel Exhibit



Agenda Date: 07/14/2022 **Agenda Item Number:** 10

Subject:

Consider approval of an ordinance amending the Desert Color Planned Development zone for 44 multi-family units to be known as Water's Edge at Desert Color Shores on approximately 2.16 acres located generally west of the Desert Color lagoon, north of Akoya Pearl Road. Case No. 2021-ZCA-022

Item at-a-glance:

Staff Contact: Dan Boles

Applicant Name: Bob Hermandson

Reference Number: 2022-ZCA-022

Address/Location:

West of the Desert Color lagoon, north of Akoya Pearl Road

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

The Desert Color development was approved in 2018. This phase is in the resort area. The idea of the resort area is to provide an area that will provide more density and where property owners may rent their homes on a short-term basis if desired. In this area, amenities are centered around the central amenities which in this case is the lagoon with its amenities, the club house, swimming pool, pickleball courts, etc. At their meeting held on June 14, 2022, the Planning Commission held a public hearing and recommended approval.

Staff Narrative (need/purpose):

The subject property is lot 545 of the Desert Color Resort phase five subdivision, recorded in October of 2021. Lot 545 is 2.16 acres (94,041 sq ft).

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission recommended approval of the application with a 5-1 vote.

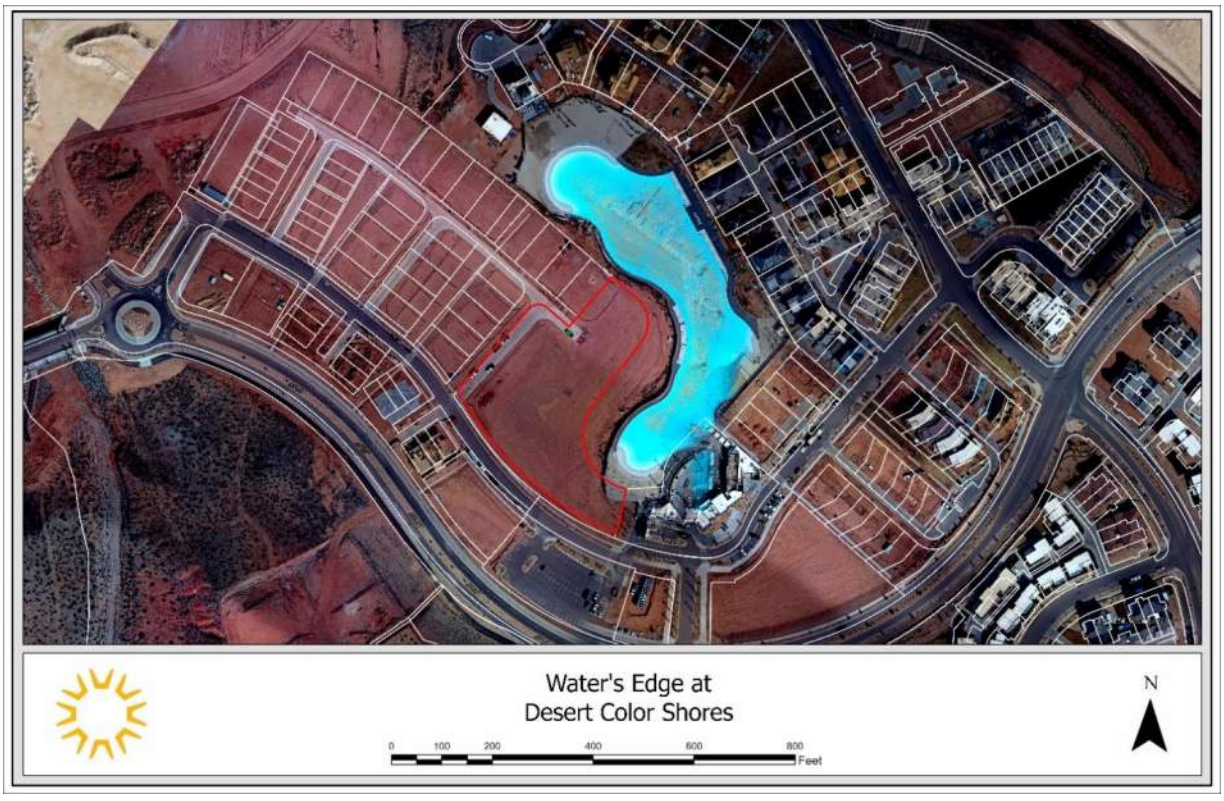
St.George
Community Development

ZONE CHANGE AMENDMENT

PLANNING COMMISSION AGENDA REPORT: 06/14/2022
CITY COUNCIL AGENDA REPORT: 07/14/2022

Zone Change Amendment
Water's Edge at Desert Color Shores
Case No. 2022-ZCA-022

Request:	Consider a Zone Change Amendment to the Desert Color PD-R to develop the subject property.
Applicant:	Desert Color St. George, LC
Representative:	Bob Hermandson
Area:	Approximately 2.16 Acres
Location:	Located generally west of the lagoon, north of Akoya Pearl Road
Current Zone:	PD-R - TNZ-Resort (Planned Development Residential, Traditional Neighborhood Zone – Resort)
General Plan:	TC (Town Center)



Background:
The Desert Color development was approved in 2018 after years of refining by the developer, city staff, Planning Commission and City Council. The idea of the resort area is to provide an area that will provide more density and where property owners may rent their homes on a short-term basis if desired. In this area, amenities are centered around the central amenities which in this case is the lagoon with its amenities, the club house, swimming pool, pickleball courts, etc. To compliment these amenities, trails and civic space provide additional recreation and lounging opportunities. This particular phase is on the western edge of the lagoon directly adjacent to Akoya Pearl Road.

The subject property is lot 545 of the Desert Color Resort phase five subdivision, recorded in October of 2021. Lot 545 is 2.16 acres (94,041 sq ft).

Addressing the TNZ-Resort area of the development, the Desert Color zone plan states that the resort area "*is where a mix of primary residential and secondary residential, vacation rentals, hotels, and other hospitality-oriented uses may be located. The PD TNZ Resort neighborhood pattern of development shall adhere to Chapter 8B Traditional Neighborhood Zone ("TNZ") or as modified herein and shall be designated where short term residential rental properties are permitted as outlined in St. George City Ordinances…".* In the resort area, unlike the NG (Neighborhood General) and NE (Neighborhood Edge) designations which require 50% cumulative single-family designations, the resort only requires 15% single family. The resort designation requires three different building forms in addition to the single-family form.

There are a couple of major differences between the resort area and the NG areas. The resort encourages a greater density by allowing for densities that are greater than 20 dwelling units per acre. Secondly, the resort is anchored by a central prominent recreation amenity, lagoon or civic space. In this case, the completed lagoon, clubhouse and soon to be bocce ball and Pickleball courts are those amenities, and all development feeds off of those amenities.

The development standards for TNZ-Resort zones are as follows:

1. **Pattern of development**. The pattern of development is required to follow the Traditional Neighborhood Zone (TNZ) guidelines found in Chapter 7H of the Zoning Regulations. In Section 7H-1-B of the Zoning Regulations, it suggests the traditional block design to be used for the pattern of development. Typically, the traditional block design uses a grid street pattern. The traditional block design also includes street cross-sections that promote pedestrian activity. Off-street parking is to be placed at the rear of the buildings and is designed for pedestrian activity as opposed to creating a car-oriented environment.

   Though this proposal does not use the grid pattern, at two acres, it is unrealistic to meet that demand. That said, the grid pattern is implemented as much as possible when looked at as a whole. The plan makes use of streets, drive-aisles, and sidewalks for access. The street cross-sections found in the preliminary plat depict pedestrian friendly corridors. Sidewalks will connect each building and unit to the rights-of-way.

2. **Civic Space.** The TNZ-Resort, which this property falls into, requires that 5% be dedicated to civic space. The zone plan also allows the required civic space to be spread out through the overall neighborhood, in this case, Desert Color Resort. The applicant has calculated that approximately 14.6% of the site is dedicated to usable civic space. The civic spaces include open space on the south-west corner of the site and a pool and park area adjacent to the lagoon.

3. **Parking.** The parking requirements for Desert Color vary depending on the number of bedrooms with a maximum requirement of two spaces per unit. The applicant has provided the following table:

PARKING STALL NOTE

44 UNITS TOTAL
16 (2 BED) X 1.5 = 24
28 (3 BED) X 2.0 = 56
80 + 9 GUEST = 89 STALLS (TOTAL)

49 STALLS (INTERIOR TO STRUCTURES) PROVIDED
46 STALLS (EXTERIOR TO STRUCTURES) PROVIDED
95 TOTAL STALLS PROVIDED

ADA BASED ON EXTERIOR PARKING:
1 VAN + 1 STANDARD ACCESSIBLE = 2 TOTAL
2 PROVIDED (1 VAN + 1 STANDARD)

Through garages, driveways and surface parking stalls, the applicant has met the requirement for parking.

4. **Building and Streetscapes.** The applicant is proposing five buildings on the site along with two single-family lots. The smaller buildings directly adjacent to the lagoon will each have three units while the larger building on Alice Blue Lane and Akoya Pearl Road will contain 32 units. The Desert Color Design Review Committee has reviewed the buildings and has given preliminary approval.

   There are several architectural guidelines that these units must follow. These items, found in section 3.5 of the zone plan are:

   a. **Guideline A.** Each building that is greater than one story must have a clear delineation between the levels. The proposed buildings all delineate the floor boundaries. Each building is also required to use high quality materials such as brick, stone, stucco, cement clapboard siding or similar materials. The proposed buildings satisfy this guideline by the use of stucco, board and batten siding, stone, shiplap siding and metal accents and will be a desert modern motif.
   b. **Guideline B.** No building can be twice the permitted height of the building adjacent to it or across the street. The buildings across the street are also in the resort area of Desert Color which allows a maximum height of 50'. The proposed buildings are showing a 50' height for the larger building while the buildings adjacent to the lagoon will be a maximum of 40 feet in height.

c. **Guideline C.** All proposed units are required to have a prominent entryway through the use of a porch, stoop or similar feature. Each unit has been designed with a patio area though that area may need to be increased on the larger building and more clearly defined. Each entryway is prominent and clear.
d. **Guideline D.** The streetscape will be required to adhere to Section 3.2, Local and Collector Street Cross Section standards found in the Desert Color Zoning Plan. Additionally, signage and street lighting is outlined in this section.
e. **Guideline E.** Walls and Fencing. Walls and fencing are not proposed at this time.
f. **Guideline F.** The applicant is not proposing any accessory structures in this phase of the development.
g. **Guideline G.** The landscape standards require a 15' wide landscape strip along the right-of-way of any property facing a public street unless it is occupied by a building, driveway, etc. City code requires that five years after planting, all landscape areas are at least 50% covered with foliage of shrubs, and live-vegetative ground cover. A detailed landscape plan will need to be submitted with the construction drawings.

5. **Lighting.** The lighting for these phases will be required to be night-sky friendly fixtures. Pedestrian level lighting is strongly encouraged. A lighting plan has not been submitted with these plans, but staff will ensure that the lighting meets the standards during the site plan process.

Reviews: The various departments have reviewed the proposal and have the following comments and conditions:

Planning:
1. The ground floor units in the larger buildings need to show the parch or patio areas more clearly.

Engineering:
1. No comments at this time.

Fire:
1. No comments received.

Parks:
1. No comments.

Power:
1. This project is in the Dixie Power service area. No comments.

PC Recommendation: Planning Commission held a public hearing on June 14, 2022 and recommends approval of this Zone Change Amendment.

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

Possible Motion:
"I move that we approve the zone change amendment for the Water's Edge at Desert Color Shores as presented, case no. 2022-ZCA-022, based on the findings and subject to the conditions listed in the staff report."

Findings for Approval:

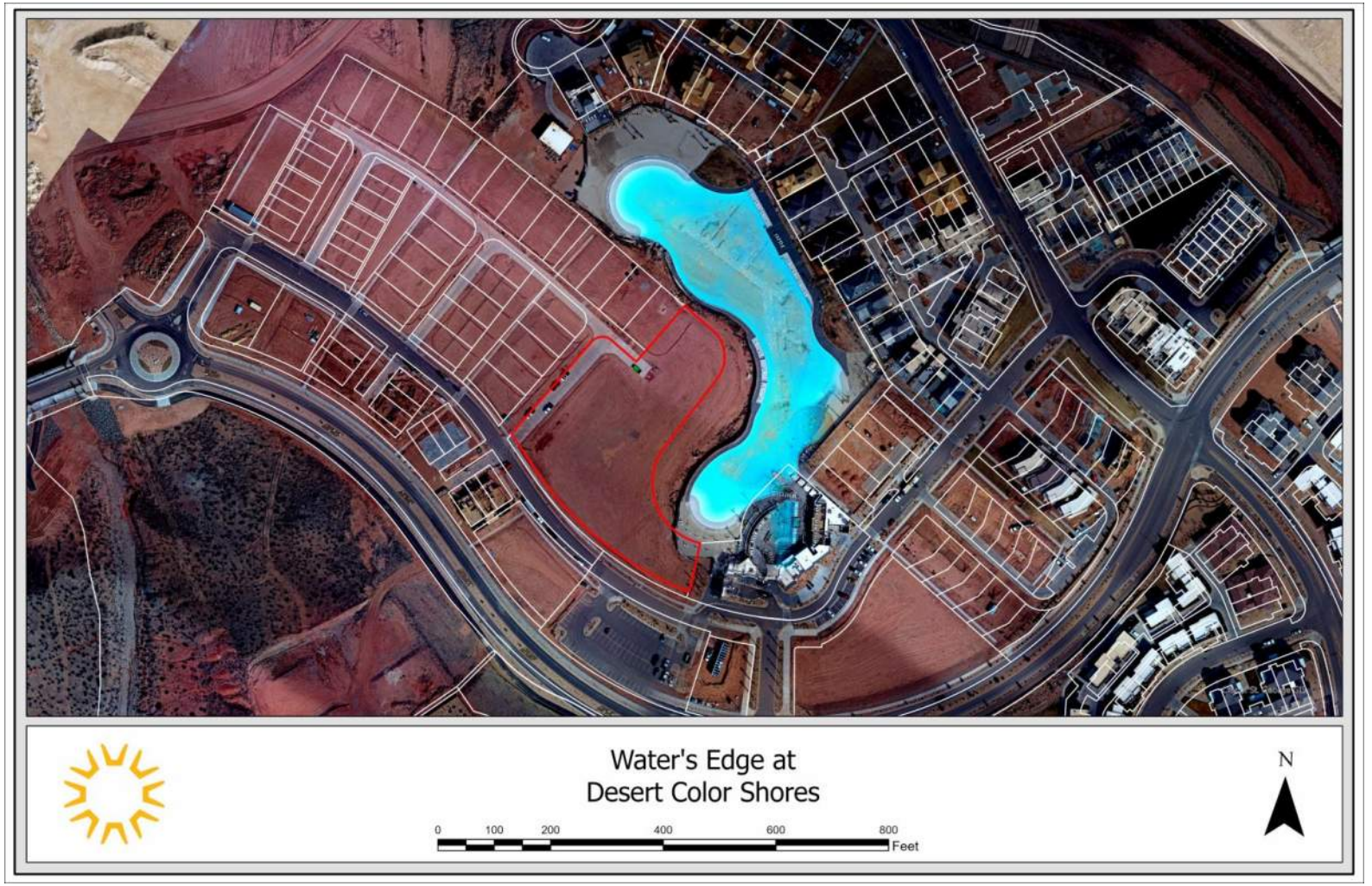
1. The proposed amendment meets the requirements of the Desert Color zoning plan as approved by City Council.
2. There will be adequate parking to facilitate the development.

EXHIBIT A
POWERPOINT PRESENTATION

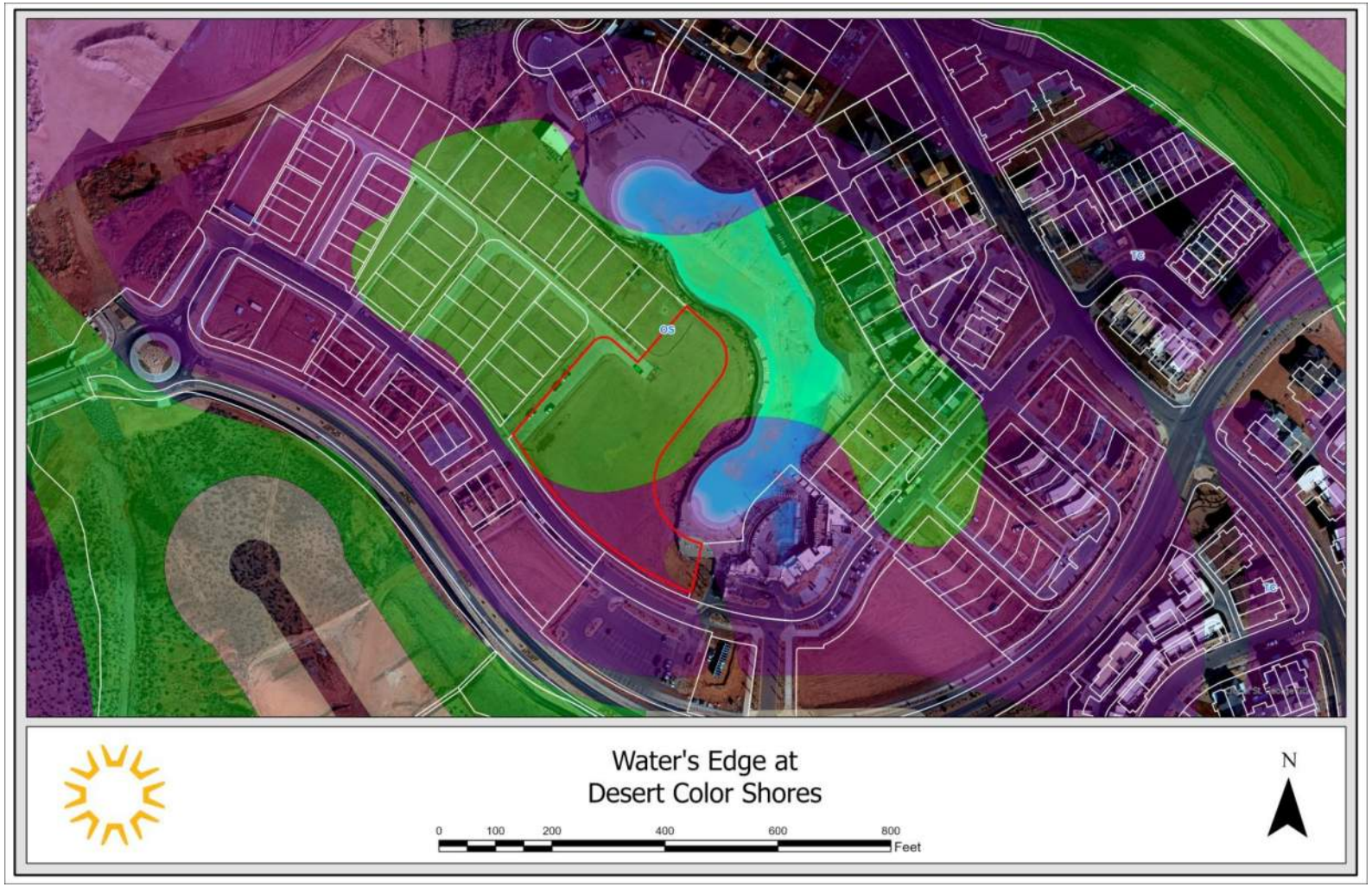
Water's Edge at Desert Color Shores

2022-ZCA-022

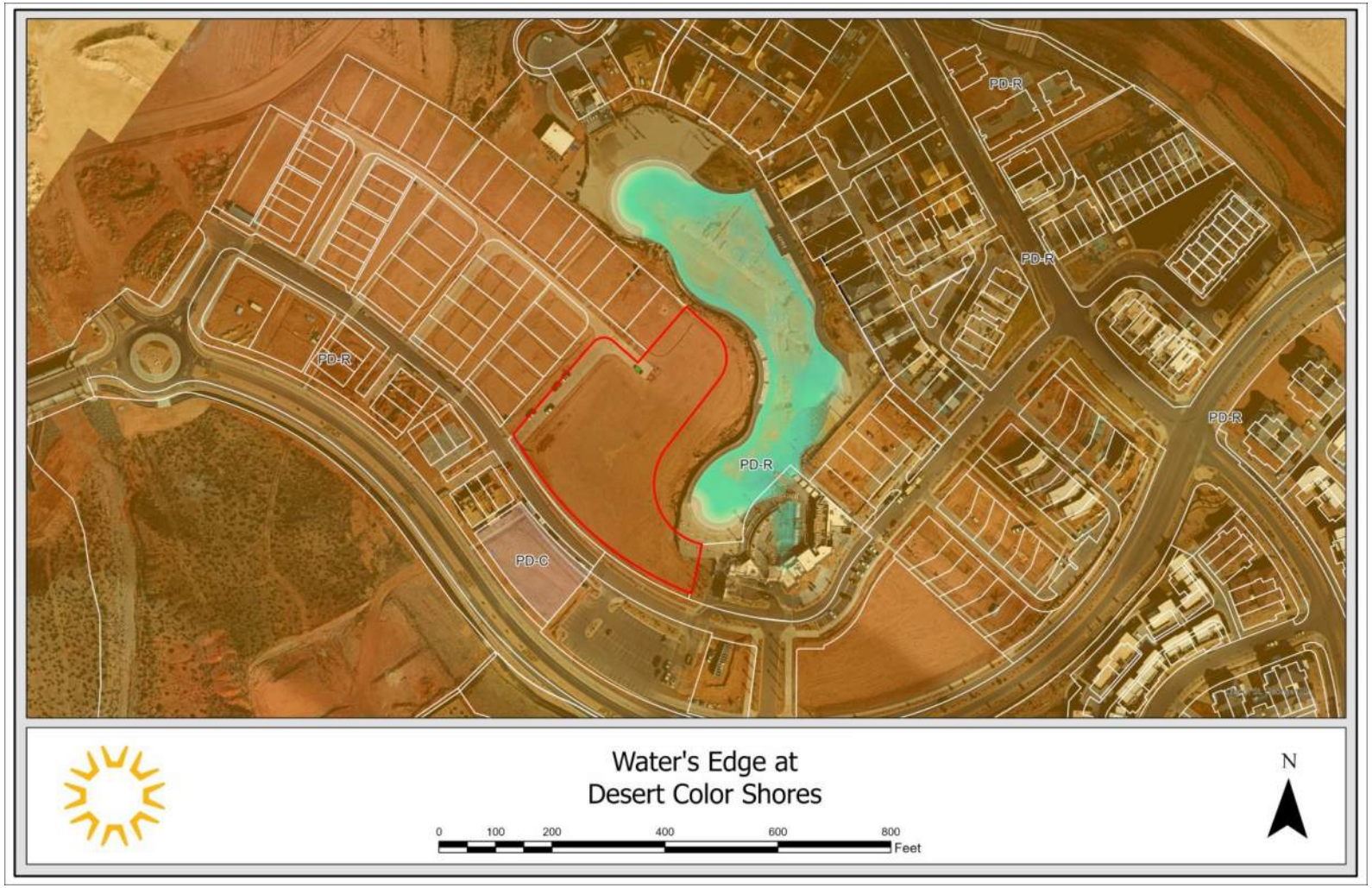
AERIAL MAP


Water's Edge at
Desert Color Shores
0
100
200
400
600
800
Feet
N

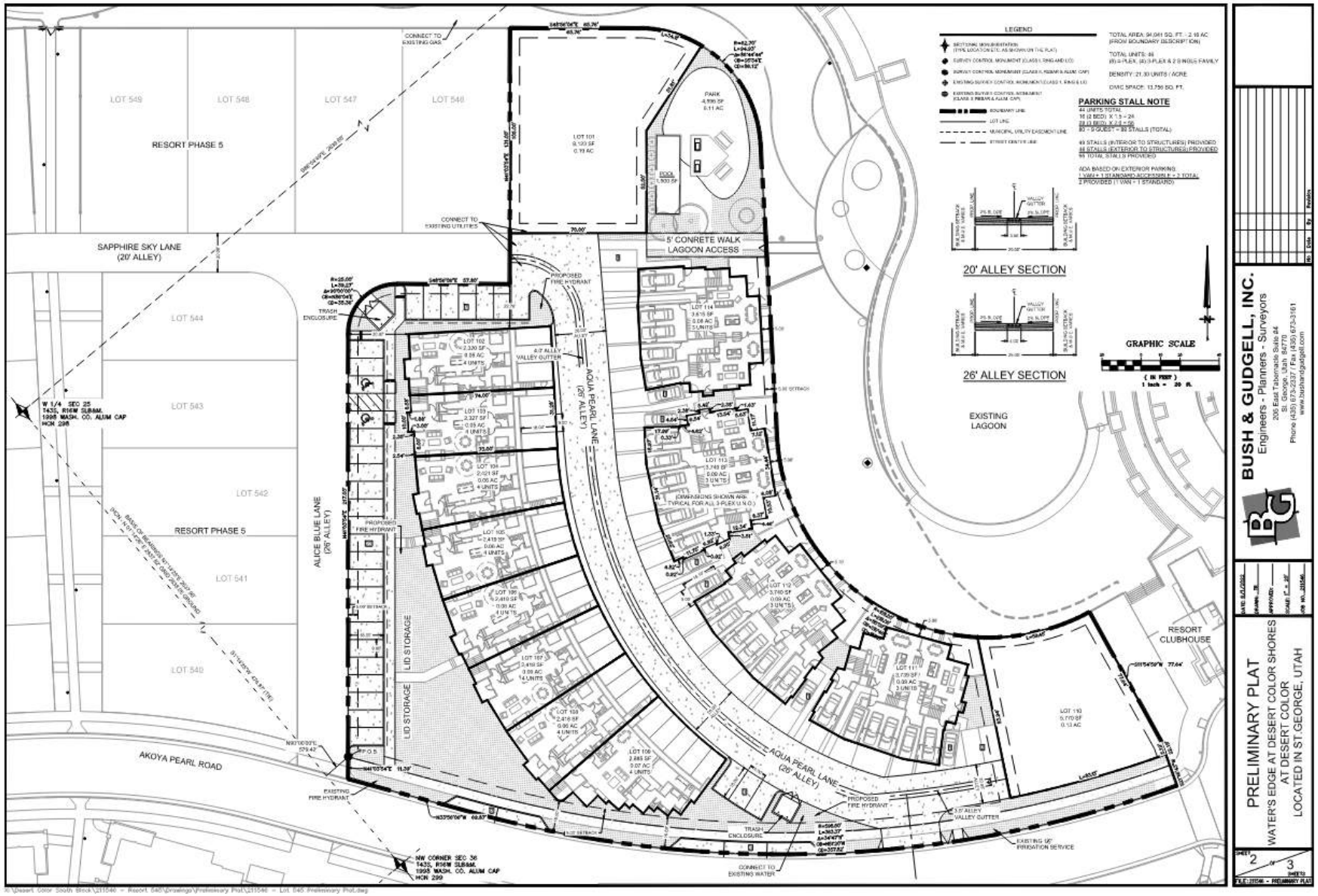
LAND USE MAP


Water's Edge at
Desert Color Shores
0
100
200
400
600
800
Feet
N

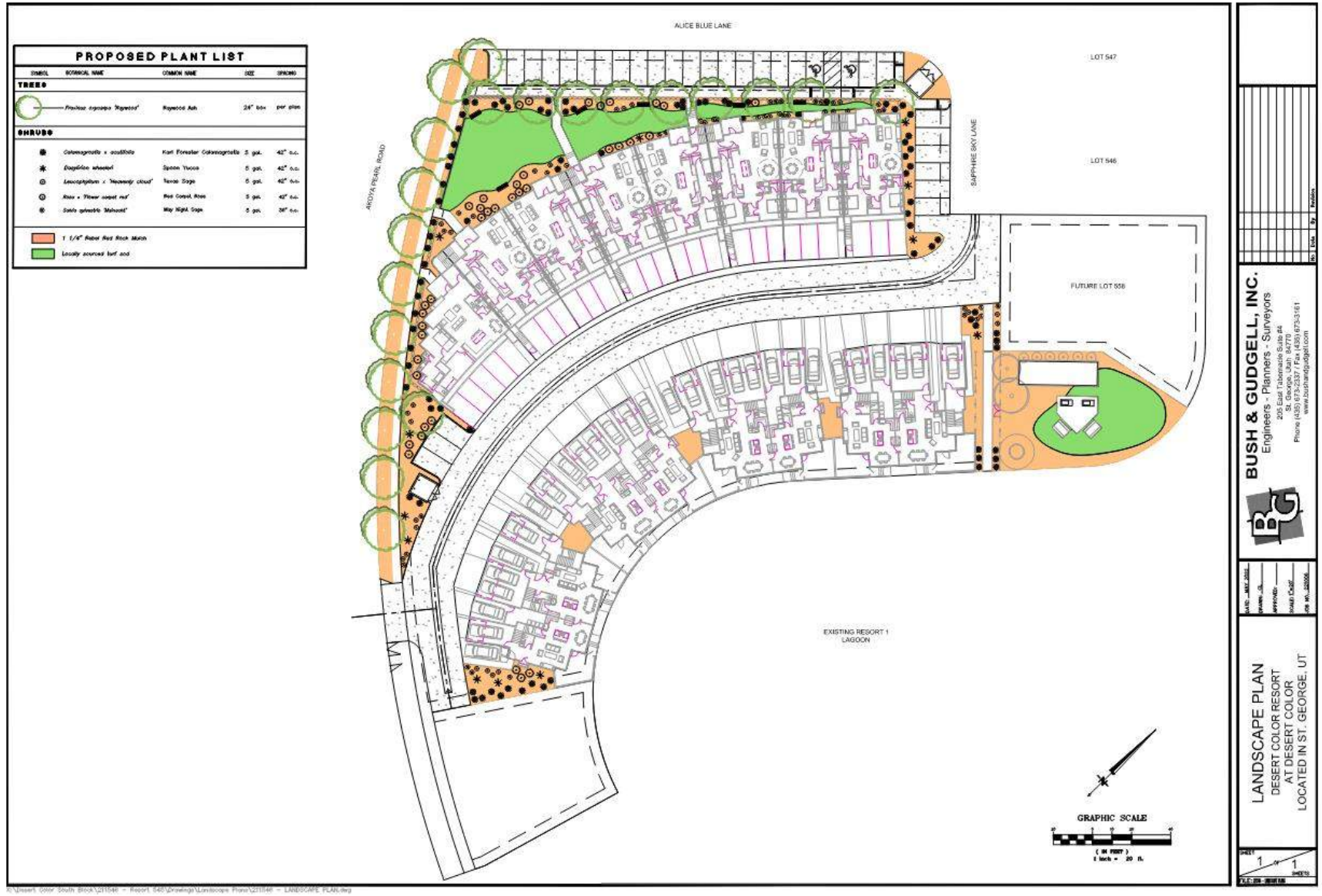
ZONING MAP


PD-R
PD-R
PD-R
PD-R
PD-R
PD-C
Water's Edge at
Desert Color Shores
0
100
200
400
600
800
Feet
N

SITE PLAN


RESORT PHASE 5
SAPPHIRE SKY LANE (20' ALLEY)
ALICE BLUE LANE (26' ALLEY)
AQUA PEARL LANE (26' ALLEY)
AKOYA PEARL ROAD
5' CONRETE WALK LAGOON ACCESS
EXISTING LAGOON
RESORT CLUBHOUSE
LID STORAGE
20' ALLEY SECTION
26' ALLEY SECTION
GRAPHIC SCALE
PARKING STALL NOTE
LEGEND
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
PRELIMINARY PLAT
WATER'S EDGE AT DESERT COLOR SHORES
AT DESERT COLOR
LOCATED IN ST.GEORGE, UTAH

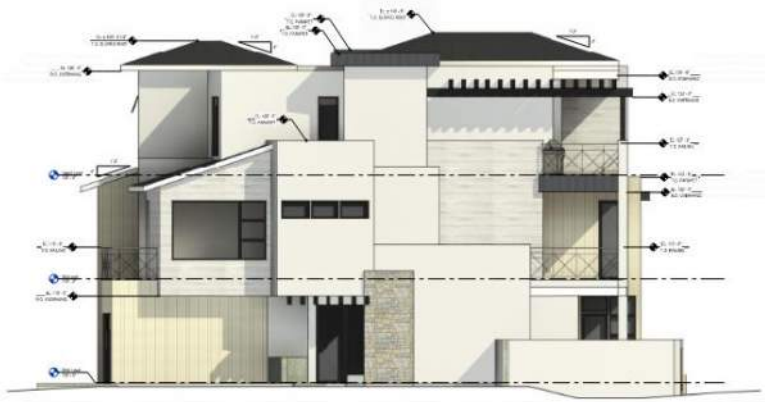
LANDSCAPE PLAN



3 PLEX ELEVATIONS



Elevation Rear



Elevation Left

EXTERIOR MATERIALS

SHIPLAP SIDING
MATERIAL WOOD
COLOR WHITE ASH

STUCCO
FINISH SMOOTH
COLOR WHITE

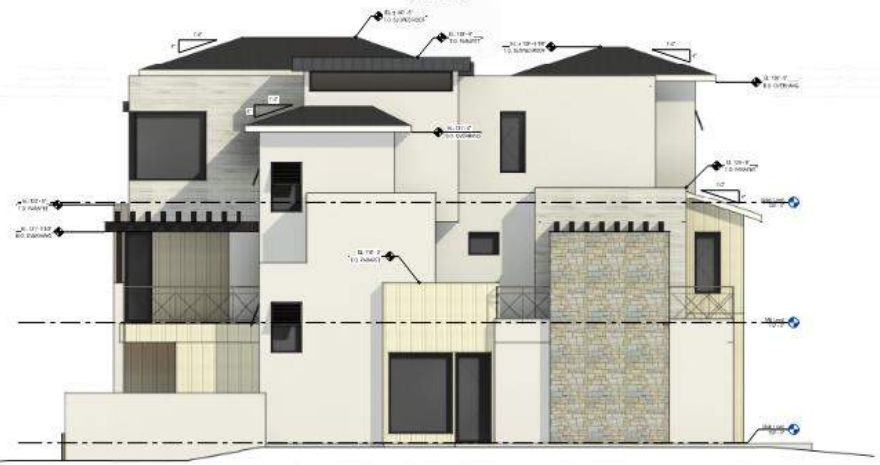
METAL @ PITCHED ROOF
MATERIAL ALUMINUM
COLOR CHARCOAL GRAY

BOARD & BATTEN SIDING
MATERIAL WOOD COMPOSITE
COLOR CREAMCITY WHITE

STONE VENEER
MATERIAL NATURAL STONE
COLOR SANDSTONE



Front Elevation
SCALE: 1/4" = 1'-0"



Right Elevation
SCALE: 1/4" = 1'-0"

McQUAY ARCHITECTS, PLLC

DESERT COLOR 3 PLEX "BUILDING A"
ST. GEORGE, UT
DESERT COLOR
Project # DCMP DESIGN SET 5.2.2022

A-10
Exterior Elevations

3 PLEX ELEVATIONS



Elevation Rear



Elevation Left

EXTERIOR MATERIALS

METAL SIDING

STUCCO

METAL @ PITCHED ROOF

BOARD & BATTEN SIDING

STONE BLOCK



Front Elevation



Right Elevation

McQUAY ARCHITECTS, PLLC

DESERT COLOR 3 PLEX "BUILDING B"

ST. GEORGE, UT

DESERT COLOR

Project # DCMF

DESIGN SET 5.2.2022

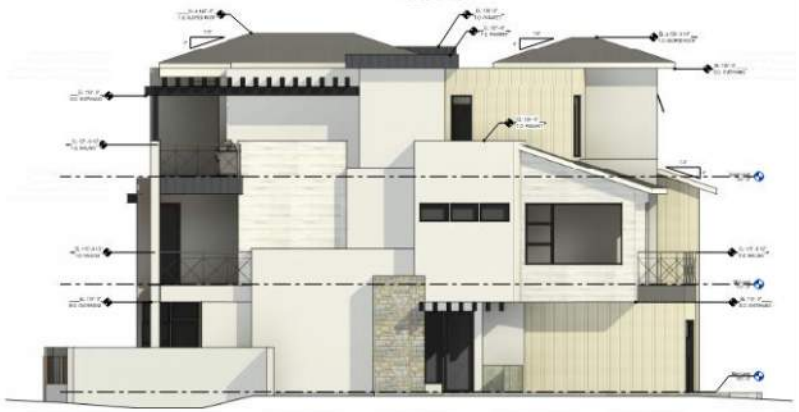
A-10

Exterior Elevations

3 PLEX ELEVATIONS



Elevation Rear



Elevation Left

EXTERIOR MATERIALS

SHIPLAP SIDING
MATERIAL WOOD
COLOR WHITE WASH

STUCCO
FINISH SMOOTH
COLOR WHITE

METAL @ PITCHED ROOF
MATERIAL ALUMINUM
COLOR CHARCOAL GRAY

BOARD & BATTEN SIDING
MATERIAL WOOD COMPOSITE
COLOR CREAMY WHITE

STONE VENEER
MATERIAL NATURAL STONE
COLOR SANDSTONE



Front Elevation
SCALE: 1/4" = 1'-0"



Right Elevation
SCALE: 1/4" = 1'-0"

McQUAY ARCHITECTS, PLLC

DESERT COLOR 3 PLEX "BUILDING C"
ST. GEORGE, UT
DESERT COLOR
Project # DCMF
DESIGN SET 5.2.2022

A-10
Exterior Elevations

3 PLEX ELEVATIONS



Elevation Rear



Elevation Left

EXTERIOR MATERIALS

METAL SIDING
MATERIAL CORRUGATED METAL
COLOR GRAY

STUCCO
FINISH SMOOTH
COLOR WHITE

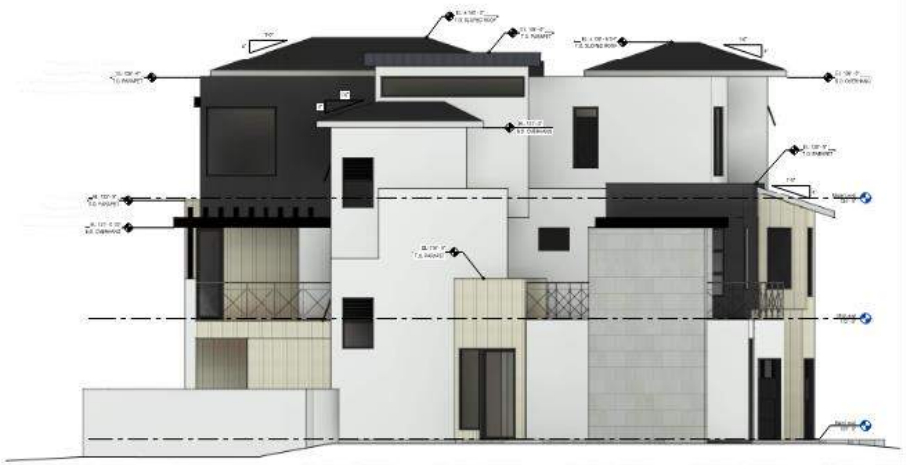
METAL @ PITCHED ROOF
MATERIAL ALUMINUM
COLOR CHARCOAL GRAY

BOARD & BATTEN SIDING
MATERIAL WOOD COMPOSITE
COLOR CREAMCOTT WHITE

STONE BLOCK
MATERIAL MASONARY UNIT
COLOR WHITE



Front Elevation
SCALE: 1/4" = 1'-0"



Right Elevation
SCALE: 1/4" = 1'-0"

McQUAY ARCHITECTS, P.L.C.

DESERT COLOR 3 PLEX "BUILDING D"
DESERT COLOR ST. GEORGE, UT
Project # DCMF PROGRESS SET 9.30.2021

A-10
Exterior Elevations

3 PLEX RENDERING



3D Front Perspective B



3D Front Perspective A



3D Rear Perspective B



3D Rear Perspective A



3D Front Perspective B



3D Front Perspective A



3D Rear Perspective B



3D Rear Perspective A

3 PLEX RENDERING





32 PLEX ELEVATIONS



32 PLEX ELEVATIONS



32 PLEX RENDERING



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE EXISTING DESERT COLOR PLANNED DEVELOPMENT RESIDENTIAL (PD-R) ZONE ON APPROXIMATELY 2.27 ACRES TO APPROVE THE ADDITION OF 44 NEW MULTI-FAMILY UNITS IN THE DESERT COLOR DEVELOPMENT WITH ELEVATIONS AND SITE PLAN.

(WATER'S EDGE AT DESERT COLOR SHORES)

WHEREAS, the property owner has requested a zone change amendment to the existing PD-R zone on approximately 2.27 acres, to approve the addition of 44 multi-family units to the Desert Color Planned Development and approve elevations and site layout. The site is generally located west of the Desert Color Lagoon, north of Akoya Pearl Road; and

WHEREAS, the City Council held a public meeting on this request on July 14, 2022; and

WHEREAS, the Planning Commission held a public hearing on June 14, 2022, and thereafter forwarded a recommendation for approval of the requested zone change amendment to the City Council; and

WHEREAS, the City Council has determined that the requested zone change amendment to the Zoning Map is consistent with the goals and objectives of the General Plan, consistent with the approved master plan, does not create an undue burden or hardship on the city and is in the best interest of the health, safety, and welfare of the citizens of the City of St. George.

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the amendment to the Planned Development Residential (PDR) zone on approximately 2.27 acres. The zone change amendment and location is more specifically described on the attached property legal description, incorporated herein as Exhibit "A." The project must comply with all conditions, requirements, and restrictions as approved by City Council.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 14th day of July 2022.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

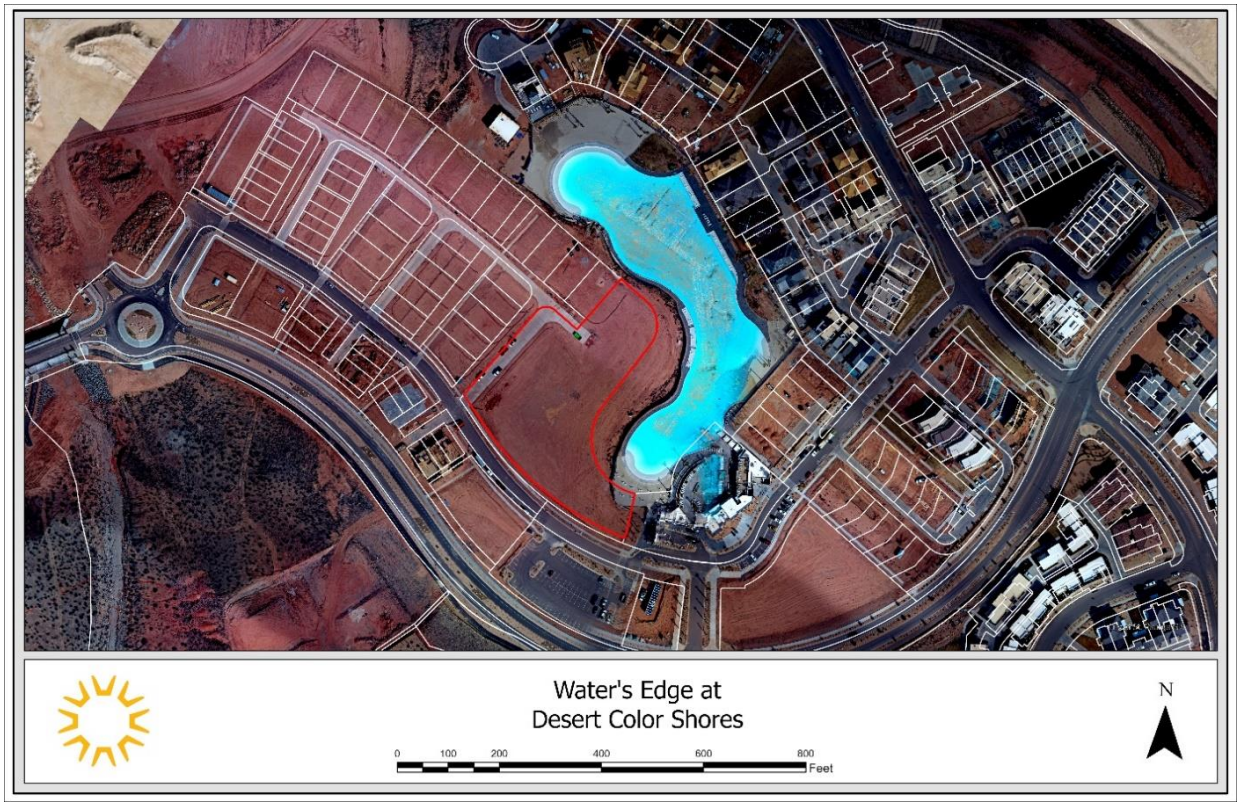
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

EXHIBIT "A"

WATER'S EDGE AT DESERT COLOR SHORES

BEGINNING AT A POINT THAT LIES SOUTH 01°14'25" WEST ALONG THE SECTION LINE 474.87 FEET, AND DUE EAST 579.42 FEET, FROM THE WEST QUARTER CORNER OF SAID SECTION 25, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 545, DESERT COLOR RESORT PHASE 5, DOCUMENT NO. 20210068545, OFFICIAL RECORDS, WASHINGTON COUNTY, UTAH, AND RUNNING THENCE ALONG SAID LOT THE FOLLOWING TEN (10) COURSES: 1) NORTH 41°03'54" EAST 217.03 FEET, 2) EASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 86°03'54" EAST A DISTANCE OF 35.36 FEET), CENTER POINT LIES SOUTH 48°56'06" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET, 3) SOUTH 48°56'06" EAST 57.80 FEET, 4) NORTH 41°03'54" EAST 131.00 FEET, 5) SOUTH 48°56'06" EAST 65.76 FEET, 6) SOUTHERLY ALONG A 62.70 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 05°33'44" EAST A DISTANCE OF 86.12 FEET), CENTER POINT LIES SOUTH 41°03'54" WEST THROUGH A CENTRAL ANGLE OF 86°44'44", A DISTANCE OF 94.93 FEET, 7) SOUTH 37°48'38" WEST 150.70 FEET, 8) SOUTHERLY ALONG A 108.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 19°46'02" EAST A DISTANCE OF 183.17 FEET), CENTER POINT LIES SOUTH 52°11'21" EAST THROUGH A CENTRAL ANGLE OF 115°09'21", A DISTANCE OF 218.06 FEET, 9) SOUTH 11°54'59" WEST 77.64 FEET AND, 10) SOUTH 21°16'43" WEST 22.19 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AKOYA PEARL ROAD; THENCE ALONG SAID LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY ALONG A 598.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 51°19'41" WEST A DISTANCE OF 357.82 FEET), CENTER POINT LIES NORTH 21°16'43" EAST THROUGH A CENTRAL ANGLE OF 34°47'11", A DISTANCE OF 363.37 FEET AND 2) NORTH 33°56'06" WEST 69.87 FEET; THENCE NORTH 41°03'54" EAST 11.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 98,786 SQUARE FEET OR 2.27 ACRES.



Agenda Date: 07/14/2022 **Agenda Item Number:** 11

Subject:

Consider approval of the preliminary plat for Water's Edge at Desert Color, a 14-lot subdivision located in the Desert Color development at approximately Akoya Pearl Road and Alice Blue Lane.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Bob Hermandson, Bush & Gudgell

Reference Number: 2022-PP-028

Address/Location:

Desert Color development at the intersection of Akoya Pearl Road and Alice Blue Lane

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

The general plan land use designation on this project is TC (Town Center), and the zoning is PD-R - TNZ-Resort (Planned Development Residential, Traditional Neighborhood Zone Resort). The preliminary plat is consistent with the general plan land use designation and the current zoning.

Staff Narrative (need/purpose):

The purposed of this preliminary plat is to subdivide the property into 14 lots with common and limited common area, civic space and a private alley.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission recommends approval

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **06/14/2022**
CITY COUNCIL **07/14/2022**

PRELIMINARY PLAT
Water's Edge at Desert Color
Case No. 2022-PP-028

Request: To approve a preliminary plat for a fourteen (14) lot residential subdivision.

Location: The site is located at approximately Akoya Pearl Rd and Alice Blue Lane

Property: 2.27 acres

Number of Lots: 14

Density: 6.17 DU/AC

Zoning: PD-R

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

General Plan: TC (Town Center)

Applicant: Bush & Gudgell

Representative: Bob Hermandson

Comments:



Preliminary Plat – Water's Edge at Desert Color

B&G PROJECT NUMBER 211546

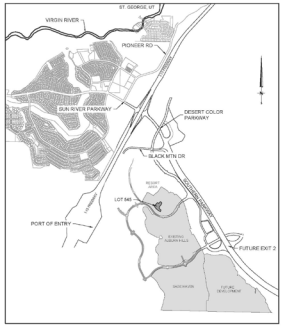
WATER'S EDGE AT DESERT COLOR SHORES

AT DESERT COLOR

PRELIMINARY PLAT

LOCATED IN ST. GEORGE, UTAH

SOUTHWEST 1/4 OF SECTION 25,
TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN

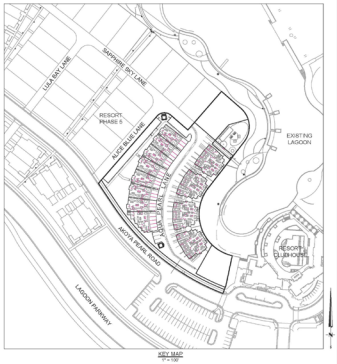


VICINITY MAP
N.T.S.

WATER'S EDGE AT DESERT COLOR SHORES

BEGINNING AT A POINT THAT LIES SOUTH 0°14'25" WEST ALONG THE SECTION LINE 474.67 FEET, AND DUE EAST 570.42 FEET, FROM THE WEST QUARTER CORNER OF SAID SECTION 25, SAID POINT BEING THE SOUTHWEST CORNER OF LOT M5, DESERT COLOR RESORT PHASE 5, DOCUMENT NO. 20210069545, OFFICIAL RECORDS, WASHINGTON COUNTY, UTAH, AND RUNNING THENCE ALONG SAID LOT THE FOLLOWING TEN (10) COURSES: 1) NORTH 41°33'54" EAST 251.03 FEET; 2) EASTERLY ALONG A 25.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 89°03'54" EAST A DISTANCE OF 35.36 FEET), CENTER POINT LIES SOUTH 48°56'06" EAST THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET; 3) SOUTH 48°56'06" EAST 57.83 FEET; 4) NORTH 41°03'54" EAST 131.03 FEET; 5) SOUTH 48°56'06" EAST 66.76 FEET; 6) SOUTHERLY ALONG A 62.70 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 03°39'44" EAST A DISTANCE OF 85.12 FEET), CENTER POINT LIES SOUTH 41°03'54" WEST THROUGH A CENTRAL ANGLE OF 85°44'46", A DISTANCE OF 94.93 FEET; 7) SOUTH 37°48'39" WEST 150.76 FEET; 8) SOUTHERLY ALONG A 109.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS SOUTH 19°48'02" EAST A DISTANCE OF 183.17 FEET), CENTER POINT LIES SOUTH 52°11'21" EAST THROUGH A CENTRAL ANGLE OF 115°39'21", A DISTANCE OF 219.06 FEET; 9) SOUTH 11°54'59" WEST 77.64 FEET AND; 10) SOUTH 21°16'43" WEST 22.19 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF AKOYA PEARL ROAD, THENCE ALONG SAID LINE THE FOLLOWING TWO (2) COURSES: 1) NORTH-WESTERLY ALONG A 598.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 51°16'49" WEST A DISTANCE OF 351.62 FEET), CENTER POINT LIES NORTH 21°16'43" EAST THROUGH A CENTRAL ANGLE OF 34°47'11", A DISTANCE OF 363.37 FEET AND 2) NORTH 33°59'09" WEST 69.87 FEET, THENCE NORTH 41°03'54" EAST 11.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 98,766 SQUARE FEET OR 2.27 ACRES.



KEY MAP
1" = 100'

OWNER / DEVELOPER

DESERT COLOR ST. GEORGE, LLC
PROJECT CONT ACT: DANIEL LIMHOI
(435) 319-1540
205 EAST TABERNACLE #2
ST. GEORGE, UT 84770

BUSH AND GUDGELL, INC.
PROJECT MANAGER: BOB HERMANSON
(435) 673-2337
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770

AGEC APPLIED GEOTECH
GEOTECHNICAL ENGINEER: G. WAYNE ROGERS
(435) 673-8950
1400 SOUTH 270 EAST
ST. GEORGE, UT 84790

May 2022

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle #4
St. George, Utah 84770
Phone (435) 673-2337

AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S COSTLY.
Call before you Dig
1-800-662-4111
BLUE STAKES LOCATION CENTER (Utah)

K:\Desert Color South Block\211546 – Resort 545\Drawings\Preliminary Plat\211546 – Lot 545 Cover.dwg

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-3161
www.bushandgudgell.com

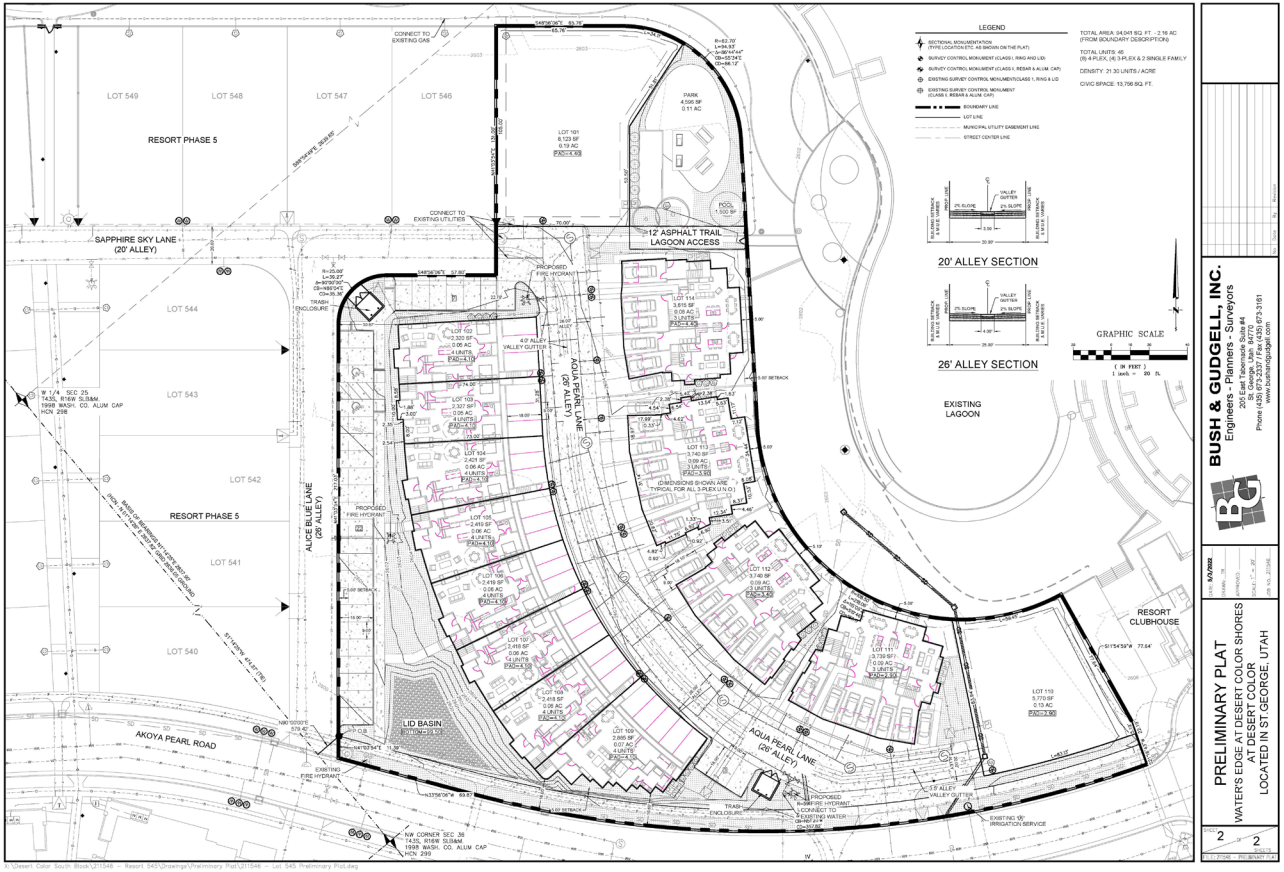
DATE: 5/5/2022
DRAWN: JS
APPROVED:
SCALE: N/S
JOB NO.: 211546

COVER SHEET
WATER'S EDGE AT DESERT COLOR SHORES
AT DESERT COLOR
LOCATED IN ST.GEORGE, UTAH

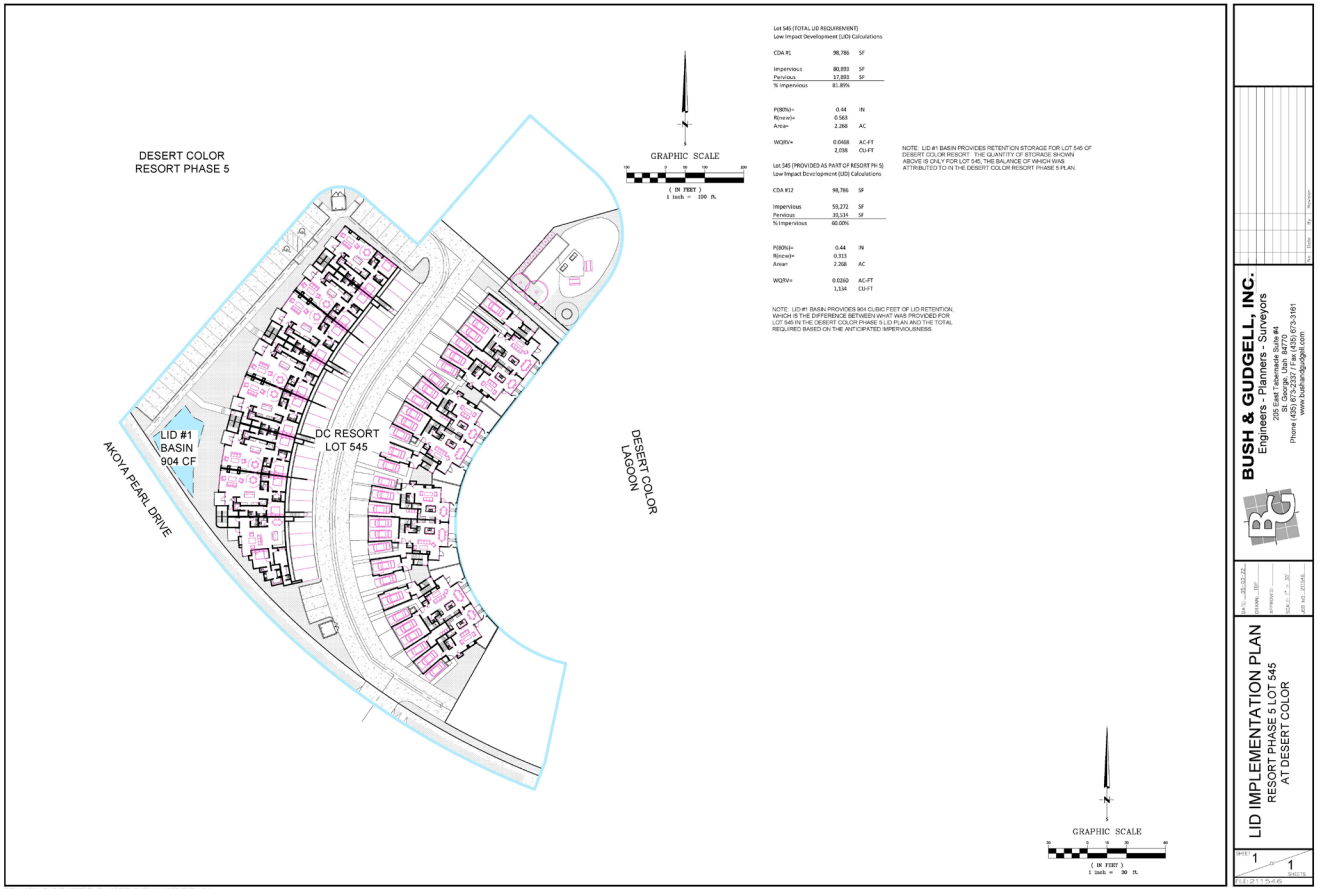
SHEET 1 OF 2

FILE: 211546 - PRELIMINARY PLAT

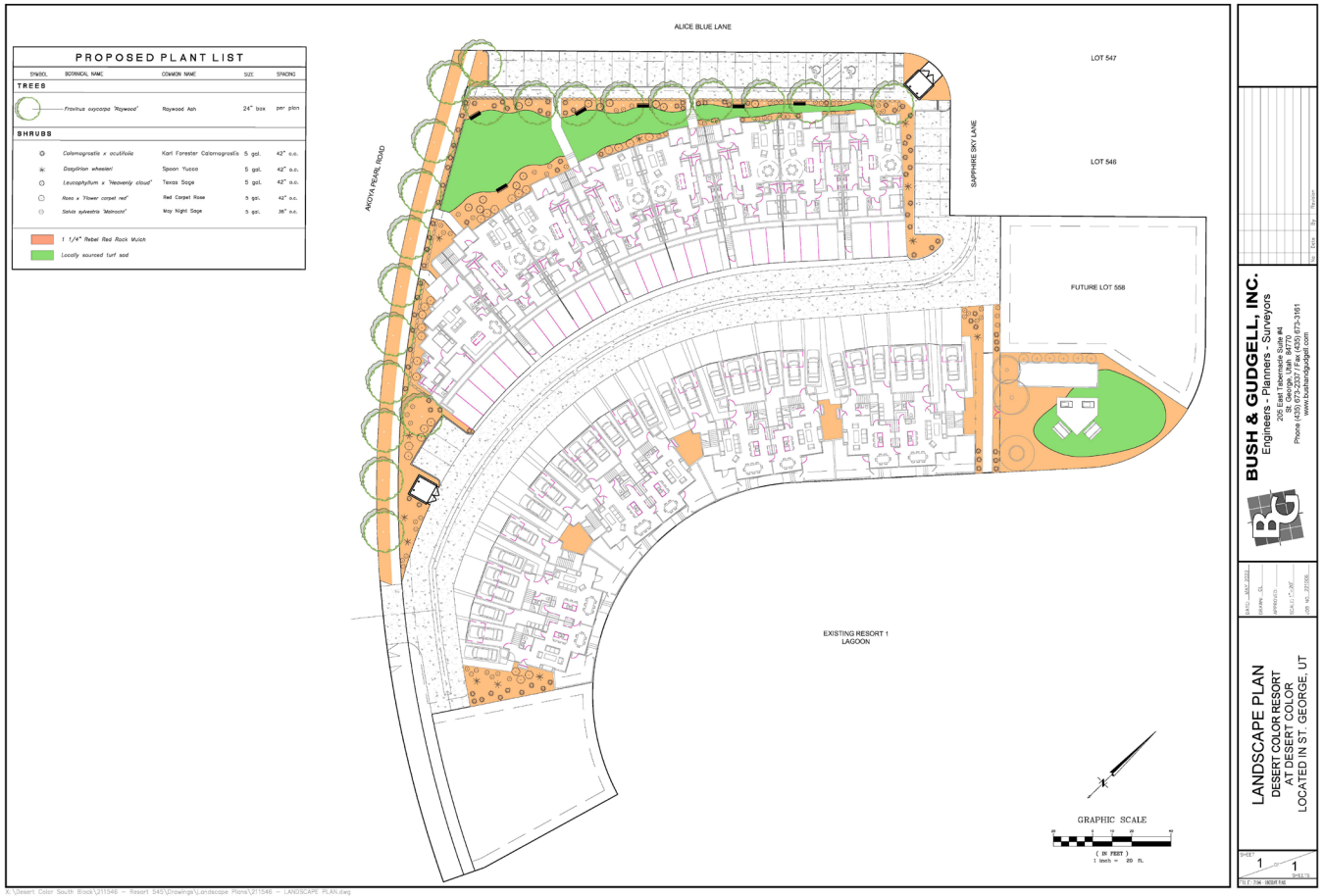
Preliminary Plat – Water's Edge at Desert Color



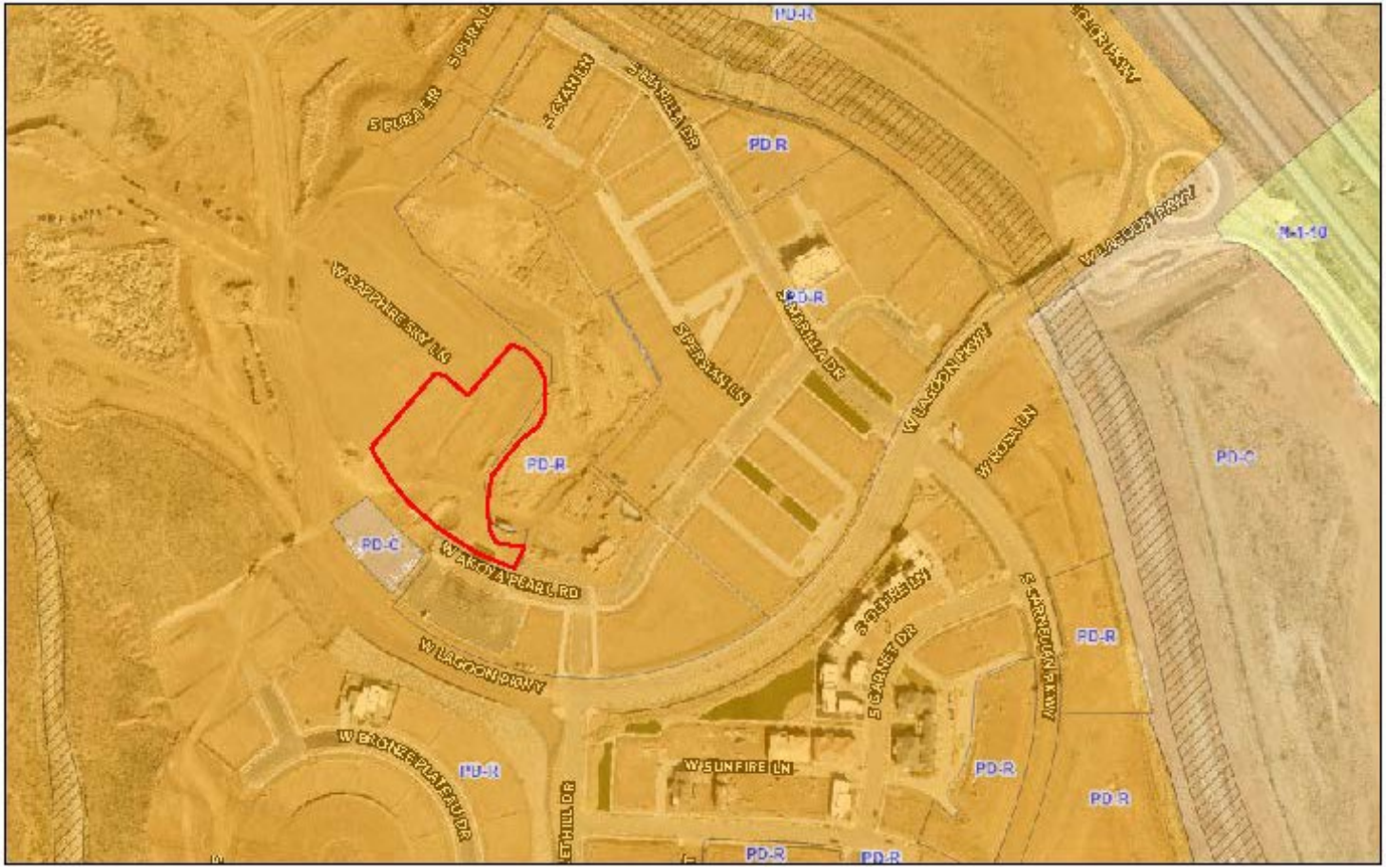
Preliminary Plat – Water's Edge at Desert Color



Preliminary Plat – Water's Edge at Desert Color



Preliminary Plat – Water's Edge at Desert Color



Preliminary Plat – Water's Edge at Desert Color

Agenda Date: 07/14/2022 **Agenda Item Number:** 12

Subject:

Consider approval of an ordinance amending the Southern Hills West Masterplan to remove 0.16 acres of Open Space (OS) to add the 0.16 acres to Lots 10 and 11 of the Sage Canyon Phase 1 final plat, and to rezone the 0.16 acres to Single Family Residential, minimum lot size 10,000 sf (R-1-10), located south of White Dome Drive and west of Sunshine Circle for a project to be known as Sage Canyon Phase 1 Lots 10 & 11. Case No. 2022-ZCA-025

Item at-a-glance:

Staff Contact: Carol Davidson

Applicant Name: Mitchell Henderson and Josh and Kelli Cooper

Reference Number: 2022-ZCA-025

Address/Location:

South of White Dome Drive and west of Sunshine Circle

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

On March 4, 2021, the Southern Hills Masterplan was adopted. In the Masterplan there were areas that had a small natural hillside that were separated out and zoned OS. The purpose was to protect the undisturbed hillside and to use this OS as a natural buffer between the existing single-family homes and the Medium Density Residential land that makes up the Southern Hills development. This request is for a zone change amendment to remove 0.16 acres of Open Space (OS) from the Southern Hills West Masterplan and add the 0.16 acres to Lots 10 and 11 of the Sage Canyon Phase 1 Final Plat. This request will also rezone the 0.16 acres to Single Family Residential, minimum lot size 10,000 sf (R-1-10).

Staff Narrative (need/purpose):

The owners of Lots 10 and 11 are seeking to add this 0.16 acres to their rear yards. This land has already been disturbed and will be a minimal change to the existing OS. The Planning Commission held a public hearing on this item on June 14, 2022. The Planning Commission recommended approval of this zone change amendment.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of this zone change amendment.

PLANNING COMMISSION AGENDA REPORT: 06/14/2022
CITY COUNCIL AGENDA REPORT: 07/14/2022

Sage Canyon Phase 1 Lots 10 & 11 Zone Change Amendment (Case No. 2022-ZCA-025)		
Request:	The applicant is seeking approval to remove 0.16 acres from the Southern Hills West Masterplan and rezone it from OS to R-1-10 for the purpose of adding this land to lots 10 and 11 of Sage Canyon Phase 1.	
Applicant:	Mitchell Henderson and Josh and Kelli Cooper	
Representative:	Brad Petersen	
Location:	South of White Dome Drive and west of Sunshine Circle	
General Plan:	Medium Density Residential (MDR)	
Existing Zoning:	Open Space (OS)	
Surrounding Zoning:	North	Planned Development Residential (PD-R)
	South	Single Family Residential, minimum lot size 10,000 sf (R-1-10)
	East	Single Family Residential, minimum lot size 10,000 sf (R-1-10)
	West	Open Space (OS)
Land Area:	Approximately 0.16 acres	



BACKGROUND:
This request is for a zone change amendment to remove 0.16 acres of Open Space (OS) from the Southern Hills West Masterplan and add the 0.16 acres to Lots 10 and 11 of the Sage Canyon Phase 1 Final Plat. This request will also rezone the 0.16 acres to Single Family Residential, minimum lot size 10,000 sf (R-1-10). The Southern Hills West Masterplan has several washes in their development that have been designated as OS. These designated open spaces have not been used to calculate any required OS for the new development occurring in Southern Hills.

On March 4, 2021, the Southern Hills Masterplan was adopted. In the Masterplan there were areas that had a small natural hillside that were separated out and zoned OS. The purpose was to protect the undisturbed hillside and to use this OS as a natural buffer between the existing single-family homes and the Medium Density Residential land that makes up the Southern Hills development. The owners of Lots 10 and 11 are seeking to add this 0.16 acres to their rear yards. This land has already been disturbed and will be a minimal change to the existing OS. If this is approved the applicant will need to amend Lots 10 & 11 of the Sage Canyon Phase 1 Final Plat.

RECOMMENDATION:
The Planning Commission recommended approval of this zone change amendment.

ALTERNATIVES:
1. Approve as presented.
2. Deny this proposal.
3. Table the proposed zone change amendment to a specific date.

POSSIBLE MOTION:
The Planning Commission recommends approval of the zone change amendment.

FINDINGS FOR APPROVAL:
1. The proposed zone change meets the residential planned development standards found in Section 10-7F-4.
2. The proposed zone change amendment meets the zone-change application requirements found in Section 10-7F-A.

Exhibit A
Applicant's Narrative

Property Location and Purpose of Sage Canyon – Phase 1, Lots 10 & 11 Zone Change

The subject property is a 0.164 acre parcel west of and adjacent to Sage Canyon – Phase 1, Lots 10 and 11. The purpose of this zone change is to re-zone previously disturbed open space land to R-1-10, which will match the zoning of the Sage Canyon development. This will be done in preparation of submittal to amend the Lots 10 & 11 portion of the Sage Canyon – Phase 1 subdivision to incorporate the disturbed area into and increase the size of said lots.

A. Use of Land

The projected use of the property is to incorporate the vacant land in to the adjacent R-1-10 lots. The current land use designation on the General Plan is MDR, R-1-10 falls within the approved uses.

Exhibit B
PowerPoint Presentation

Southern Hills West Master Plan



ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE ZONE FROM OPEN SPACE (OS) TO SINGLE FAMILY RESIDENTIAL, MINIMUM LOT SIZE 10,000 SF (R-1-10) ON APROXIMATELY 0.16 ACRES, GENERALLY LOCATED SOUTH OF WHITE DOME DRIVE AND WEST OF SUNSHINE CIRCLE, AND TO REMOVE THIS ACREAGE FROM THE SOUTHERN HILLS WEST MASTER PLANNED DEVELOPMENT.

(Sage Canyon Phase 1 Lots 10 & 11)

WHEREAS, the property owner has requested a zone change from Open Space (OS) to Single Family Residential, Minimum Lot Size 10,000 sf (R-1-10) on approximately 0.16 acres, generally located south of White Dome Drive and West of Sunshine Circle, and to remove this acreage from the Southern Hills West Master Planned Development; and

WHEREAS, the Planning Commission held a public hearing on this request on June 14, 2022; and

WHEREAS, the City Council held a public meeting on this request on July 14, 2022; and

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment to the Planned Development Commercial (PD-C) zone, on approximately 15.96 acres, generally located at the northwest corner of Mall Drive and Sandia Road. The property affected by this zone change amendment is more specifically described on the legal description, incorporated herein as Exhibit “A”, and parcel exhibit, incorporated herein as Exhibit “B”.

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

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

APPROVED AND ADOPTED by the St. George City Council, this 14th day of July 2022.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

ATTEST:

_____
Christina Fernandez, City Recorder

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

VOTING OF CITY COUNCIL:

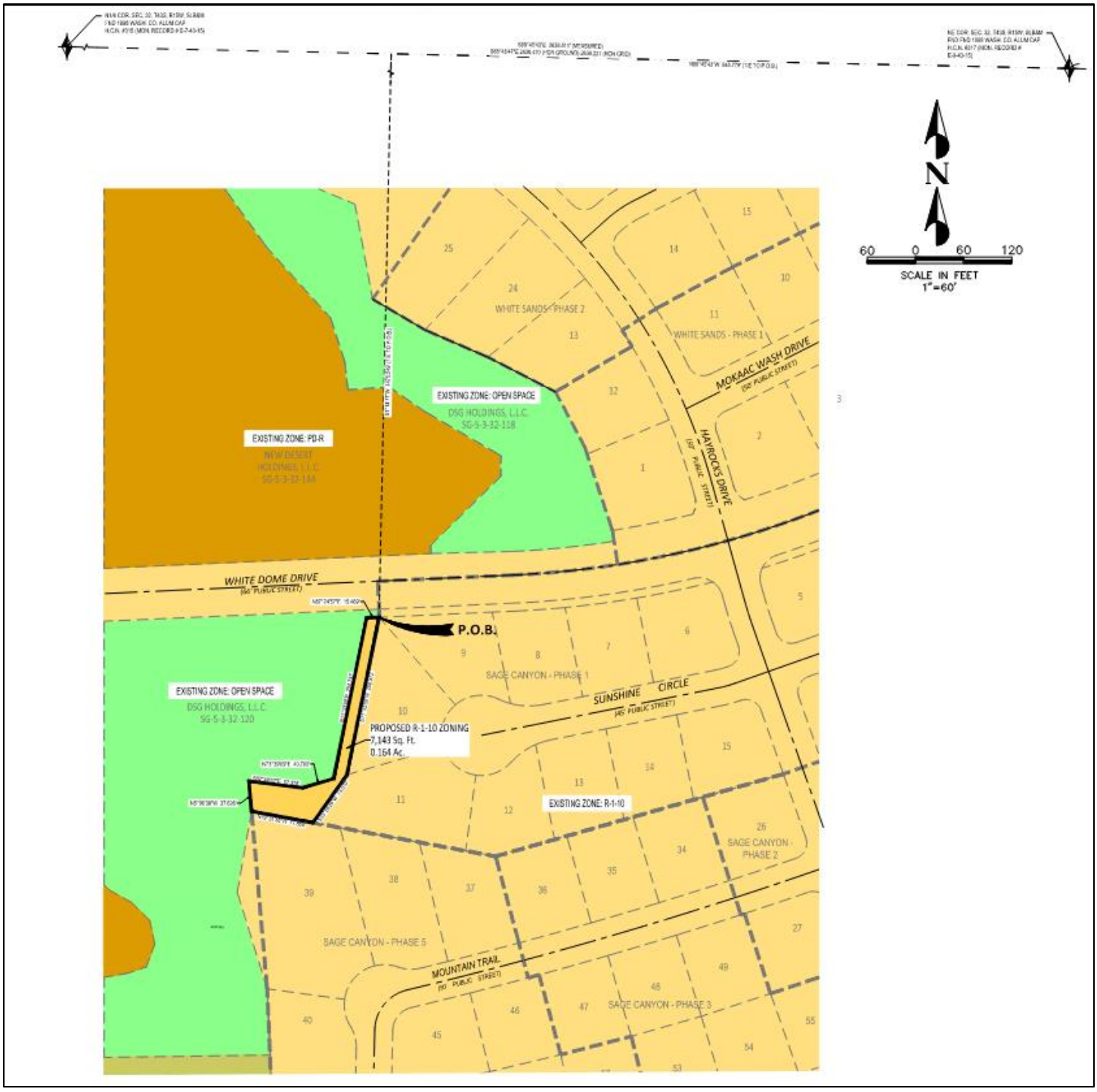
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit “A” – Legal Description

SOUTH BLOCK ADDITIONAL PROPERTY ZONE CHANGE BOUNDARY

BEGINNING AT THE NORTHWESTERLY BOUNDARY CORNER OF LOT 10, SAGE CANYON - PHASE 1 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 88°45'43” WEST ALONG THE SECTION LINE, A DISTANCE OF 845.779 FEET AND SOUTH 01°14'17” WEST 1475.549 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING NORTH 88°45'43” WEST BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 32), AND RUNNING THENCE ALONG THE BOUNDARY OF SAID SAGE CANYON - PHASE 1 SUBDIVISION AND THE BOUNDARY OF THE SAGE CANYON - PHASE 5 SUBDIVISION AS RECORDED AND ON FILE WITH THE WASHINGTON COUNTY RECORDER'S OFFICE THE FOLLOWING (3) THREE COURSES: (1) SOUTH 11°33'58" WEST 200.572 FEET; (2) SOUTH 35°28'29" WEST 73.010 FEET; AND (3) NORTH 79°31'38" WEST 77.866 FEET; THENCE NORTH 05°00'39" WEST 37.626 FEET; THENCE SOUTH 82°48'02" EAST 67.328 FEET; THENCE NORTH 73°39'09" EAST 40.790 FEET; THENCE NORTH 11°33'58" EAST 204.737 FEET; THENCE NORTH 87°24'57" EAST 15.469 FEET TO THE POINT OF BEGINNING.

Exhibit “B” – Parcel Exhibit



Agenda Date: 07/14/2022 **Agenda Item Number:** 13

Subject:

Consider approval of an ordinance amending the Hidden Valley Planned Development Residential zone for 30 townhome units to be known as Villa Highlands at Hidden Valley Ph.5 on approximately 5.20 acres located at London Lane in the Hidden Valley Development. Case No. 2022-ZCA-021

Item at-a-glance:

Staff Contact: Mike Hadley

Applicant Name: Rick Myer/Bush & Gudgell

Reference Number: 2022-ZCA-021

Address/Location:

The property is approximately located at London Lane in the Hidden Valley Development

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

Originally approved in 1999, the site was approved as a Master Planned Development with 1,510 units approved of various densities in designated areas. Villa Highlands Ph.5 is a townhome project located on London Lane and is part of the Hidden Valley development on 5.20 acres this is the next phase of the Villa Highlands Townhome development. At their meeting held on June 14, 2022, the Planning Commission held a public hearing and recommended approval.

Staff Narrative (need/purpose):

This proposed phase is on 5.20 acres and would create 30 townhome units in seven buildings of multi-family housing in the Hidden Valley neighborhood. The location of the proposed pod is along London Lane just west and contiguous to Villa Highlands Phase 2.

Name of Legal Dept approver: Jami Brackin

Budget Impact: No Impact

Recommendation (Include any conditions):

The Planning Commission recommended approval of the Villa Highlands Ph.5 to the City Council with no conditions.

PLANNING COMMISSION AGENDA REPORT: 06/14/2022
CITY COUNCIL AGENDA ITEM: 07/14/2022

Zone Change Amendment
Villa Highlands Ph. 5
Case No. 2022-ZC-021

Request:	Consider a Zone Change amendment to the Villa Highlands at Hidden Valley PD (Planned Development). The application is a request for approval of a zone change amendment to construct the next phase of Villa Highlands at Hidden Valley development. This proposed phase is on 5.20 acres. This phase would create 30 townhome units in seven buildings of multi-family housing in the Hidden Valley neighborhood. The location of the proposed pod is along London Lane just west and contiguous to Villa Highlands Phase 2
Applicant:	Ivory Southern LLC
Representative:	Rick Myer/Bush & Gudgell
Area:	5.20 Acres
Proposed Density:	7.94 Units per acre
Location:	The property is approximately located at London Lane in the Hidden Valley Development.
Current Zone:	Planned Development Residential (PD-R).
General Plan:	MDR (Medium Density Residential).

Background:

The development has a long history. Originally approved in 1999, the site was approved as a Master Planned Development with 1,510 units approved of various densities in designated areas. Villa Highlands Ph.5 is a townhome project located on London Lane and is part of the Hidden Valley development on 5.20 acres. The property is currently zoned PD-R and the applicant is requesting to build 30 townhouse units.

The proposed site plan depicts five four-unit buildings and two five-unit buildings on 5.20 acres for a density of 7.94 units per acre (Medium Density Residential allows up to nine units per acre).

This density is less than the allowed maximum density for the current pod of the PD-R (Planned Development Residential) zone which is 8 units per acre.

Proposed Site Details:
Parking: Under section 10-19-4(A)(4) of the St. George zoning code, each unit is required to provide two parking stalls, one of which must be covered, plus one stall for every three units for guest parking. With 30 units, this yields a total requirement of 60 stalls plus 10 stalls for guest parking. Each unit will have a two-car garage which will satisfy the requirements for each unit. The site has been designed with 12 guest parking stalls. Each unit will have its own two car garage.

Elevations: As previously discussed, the site depicts four, and five-unit buildings. They will all be two stories. The materials to be used are stucco veneer, and stone veneer with flat tile roofing. The applicant is proposing earth tone colors. There are three different color schemes for these townhomes. The proposed units are consistent and in character with the existing townhome development.

Trail Dedication Area: There is a 100' trail corridor to the north of Villa Highlands Ph.5 that will be dedicated to St George City. Within the corridor there will be a 10' trail. The area dedicated is a total of 1.09 acres.

Recommendation:
Staff recommends approval of this Zone Change Amendment.

Planning Commission: The Planning Commission recommended approval of the Villa Highlands Ph.5 to the City Council with no conditions.

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

Possible Motion:
The City Council approves the Zone Change Amendment for the Villa Highlands Townhomes Ph.5 Planned Development

EXHIBIT A
PD-R ZONING NARATIVE

BUSH & GUDGELL, INC.
Engineers • Planners • Surveyors
205 East Tabernacle
St. George, Utah 84770
(435) 673-2337 (ph.)
(435) 673-3161 (fax)

April 18, 2022

RE: PD Secondary Zone Change Application – Villa Highlands, Phase 5

Dear Council / Commission members,

With this Planned Development Secondary Zone Change request, the applicant desires to provide the detailed information regarding the development of 5.20 acres of land (Parcel # SG-5-3-18-433). Currently, the land is owned by Ivory Southern, LLC. The land will be developed as an addition to the Villa Highlands development which lies adjacent to the property. As the site plan shows, Phase 5 will hold a total of 30 townhome units in seven (7) buildings. This will result in a density of 7.94 dwelling units per acre at this location. London Lane will be extended through the center of the phase. We feel that this development will be in great harmony with the adjacent property and the Hidden Valley neighborhood in general. Please see the attached exhibits for reference. The photos on the following pages are of the existing Villa Highlands townhomes, similar to what is planned for these additional phases. Your consideration of this request is greatly appreciated.

Sincerely,

Rick Meyer, PE
Bush and Gudgell

Site


E LONDON LN
E LONDON LN
S ATLANTA LN
S SOCHI LN
S MONTREAL LN
E SYDNEY DR


Villa Highlands Ph.5
2022-ZCA-021

Aerial Map



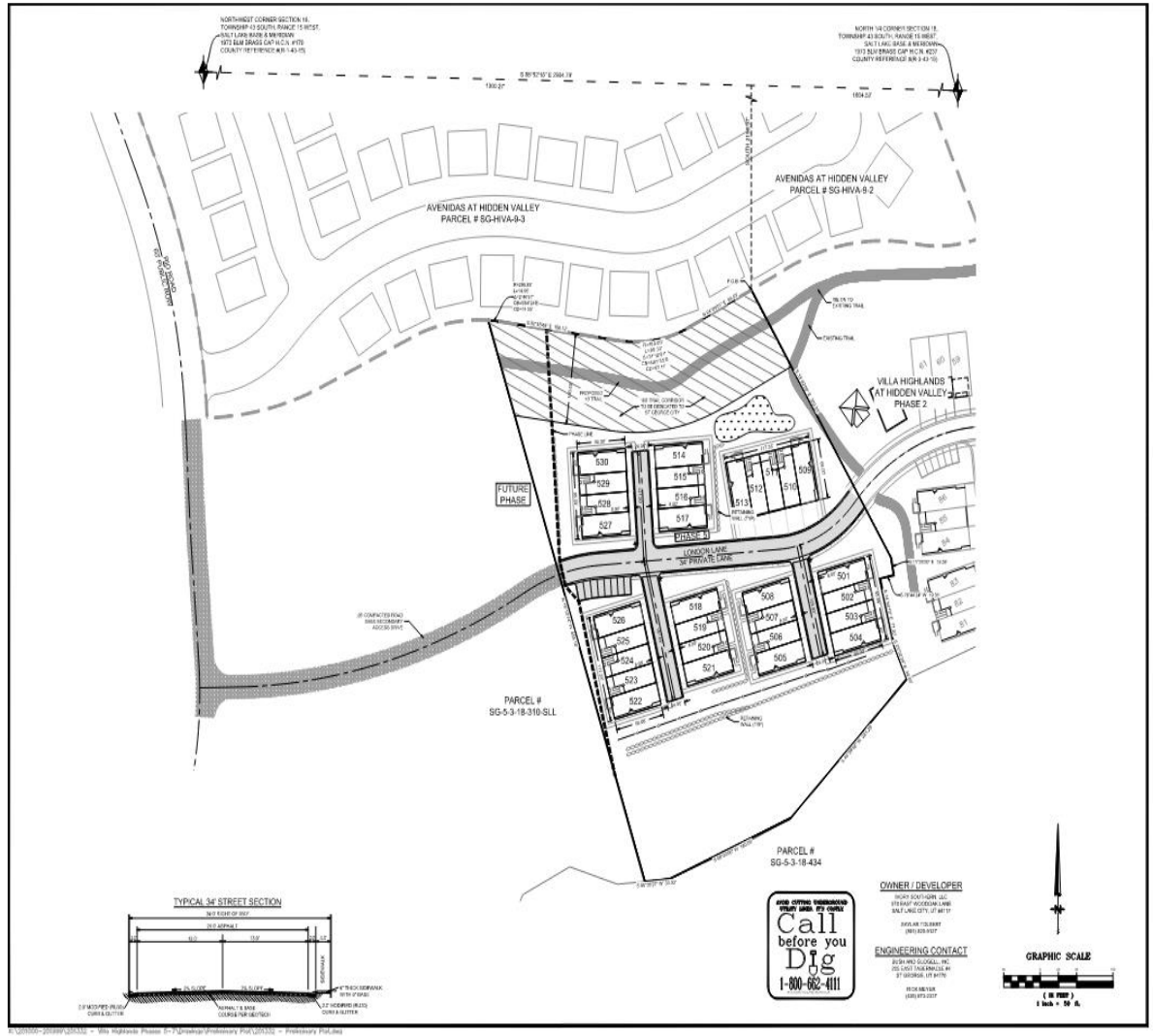
General Plan Map



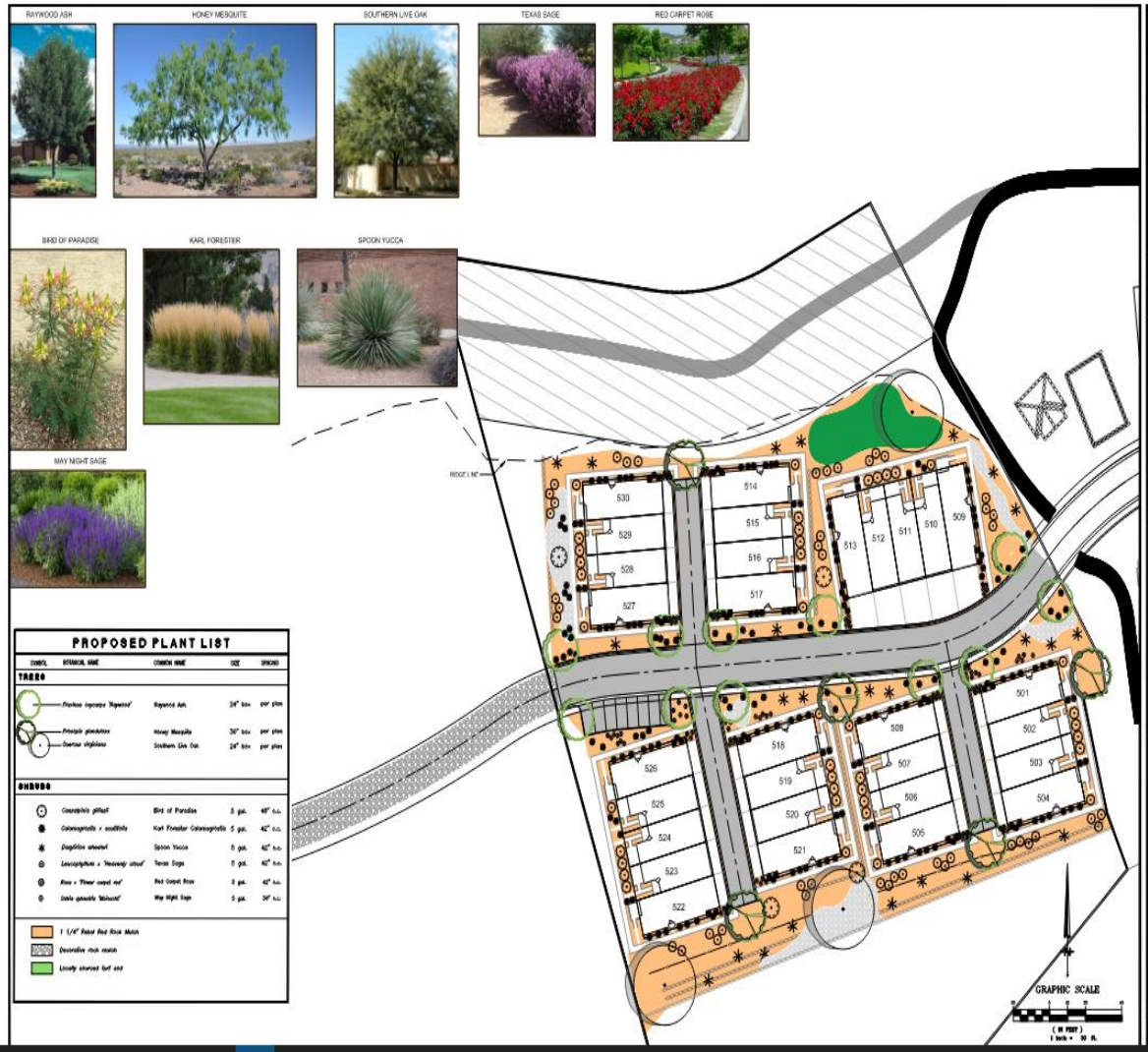
Zoning Map


E DAKAR LN
S TURIN LN
S ATHENS DR
E LONDON LN
S ATLANTA LN
S SOCHI LN
S MONTREAL LN
E SYDNEY DR
PD-R
Price City Hills 9-1992 Amended 7-2[illegible]-2005

Site Plan


AVENIDAS AT HIDDEN VALLEY
PARCEL # SG-HIVA-9-3
AVENIDAS AT HIDDEN VALLEY
PARCEL # SG-HIVA-9-2
VILLA HIGHLANDS
AT HIDDEN VALLEY
PHASE 2
FUTURE
PHASE
PHASE 1
LONDON LANE
50' PRIVATE DRIVE
PARCEL #
SG-5-3-18-310-SLL
PARCEL #
SG-5-3-18-434
TYPICAL 34' STREET SECTION
OWNER / DEVELOPER
ENGINEERING CONTACT
Call
before you
Dig
1-800-662-4111
GRAPHIC SCALE

Landscape Plan



Elevations



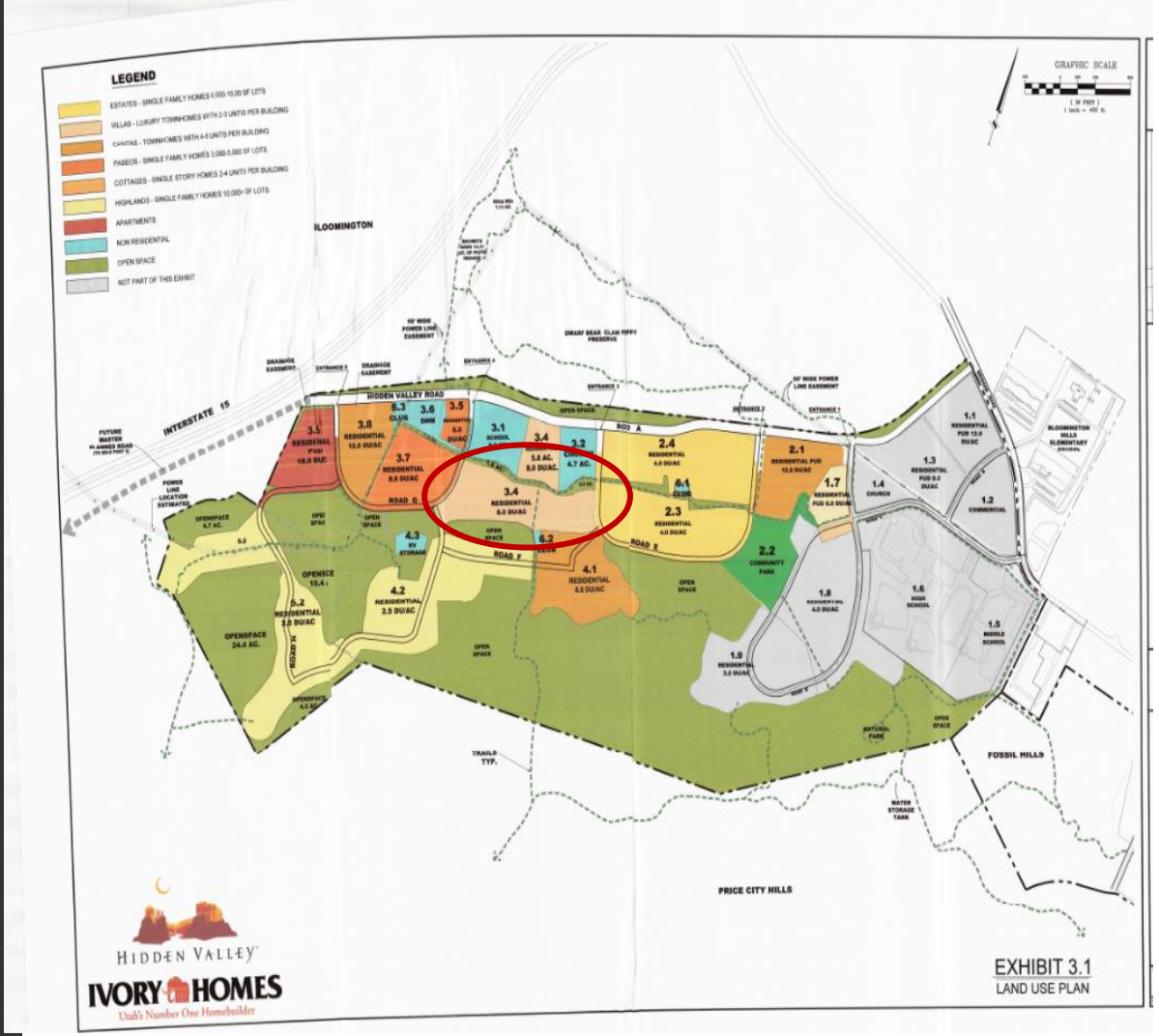


Elevations





Master Plan Area 3.4



Materials


Roof Tiles: 5808
Rain Gutters
Garage Door: Taupe
Front Door: Sea Serpent SW7615
Windows: Taupe
Stucco Main & Trim: Ivory Putty Grey
IVORYHOMES
Utah's Number One Homebuilder*
Villa Highlands
Exterior Colors A

Materials


Roof Tiles: 5808
TERRA BRONCE
Rain Gutters
Front Door:
Raisin SW7630
Windows: Taupe
Stucco Main & Trim:
Ivory Walden
IVORYHOMES
Utah's Number One Homebuilder®
Villa Highlands
Exterior Colors B

Materials


Roof Tiles: 5808
TERRA BRONZE 34
Rain Gutters
Front Door
Iron Ore SW7069
Windows: Taupe
Stucco Main & Trim:
Ivory Stone
IVORYHOMES
Utah's Number One Homebuilder*
Villa Highlands
Exterior Colors C

ORDINANCE NO._____

AN ORDINANCE AMENDING THE CITY ZONING MAP BY AMENDING THE HIDDEN VALLEY PLANNED DEVELOPMENT RESIDENTIAL (PD-R) ZONE ON APROXIMATELY 5.20 ACRES, GENERALLY LOCATED APROXIMATELY AT LONDON LANE IN HIDDEN VALLEY DEVELOPMENT THE PHASE WILL CREATE 30 TOWNHOME UNITS.

(Villa Highlands at Hidden Valley Ph. 5)

WHEREAS, the property owner has requested to amend the Planned Development Residential (PD-R) zone on approximately 5.20 acres, generally located at London Lane in Hidden Valley and

WHEREAS, the Planning Commission held a public hearing on this request on June 14, 2022; and

WHEREAS, the City Council held a public meeting on this request on July 14, 2022; and

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

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

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

Section 2. Enactment. The City Zoning Map is hereby ordered to be changed to reflect the zone change amendment to the Planned Development Residential (PD-D) zone on approximately 5.20 acres, generally located at London Lane in Hidden Valley The property affected by this zone change amendment is more specifically described on the legal description, incorporated herein as Exhibit "A", and parcel exhibit, incorporated herein as Exhibit "B".

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

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

APPROVED AND ADOPTED by the St. George City Council, this 14th day of July 2022.

ST. GEORGE CITY:

_____
Michele Randall, Mayor

APPROVED AS TO FORM:
City Attorney's Office

_____
Jami Brackin, Deputy City Attorney

ATTEST:

_____
Christina Fernandez, City Recorder

VOTING OF CITY COUNCIL:

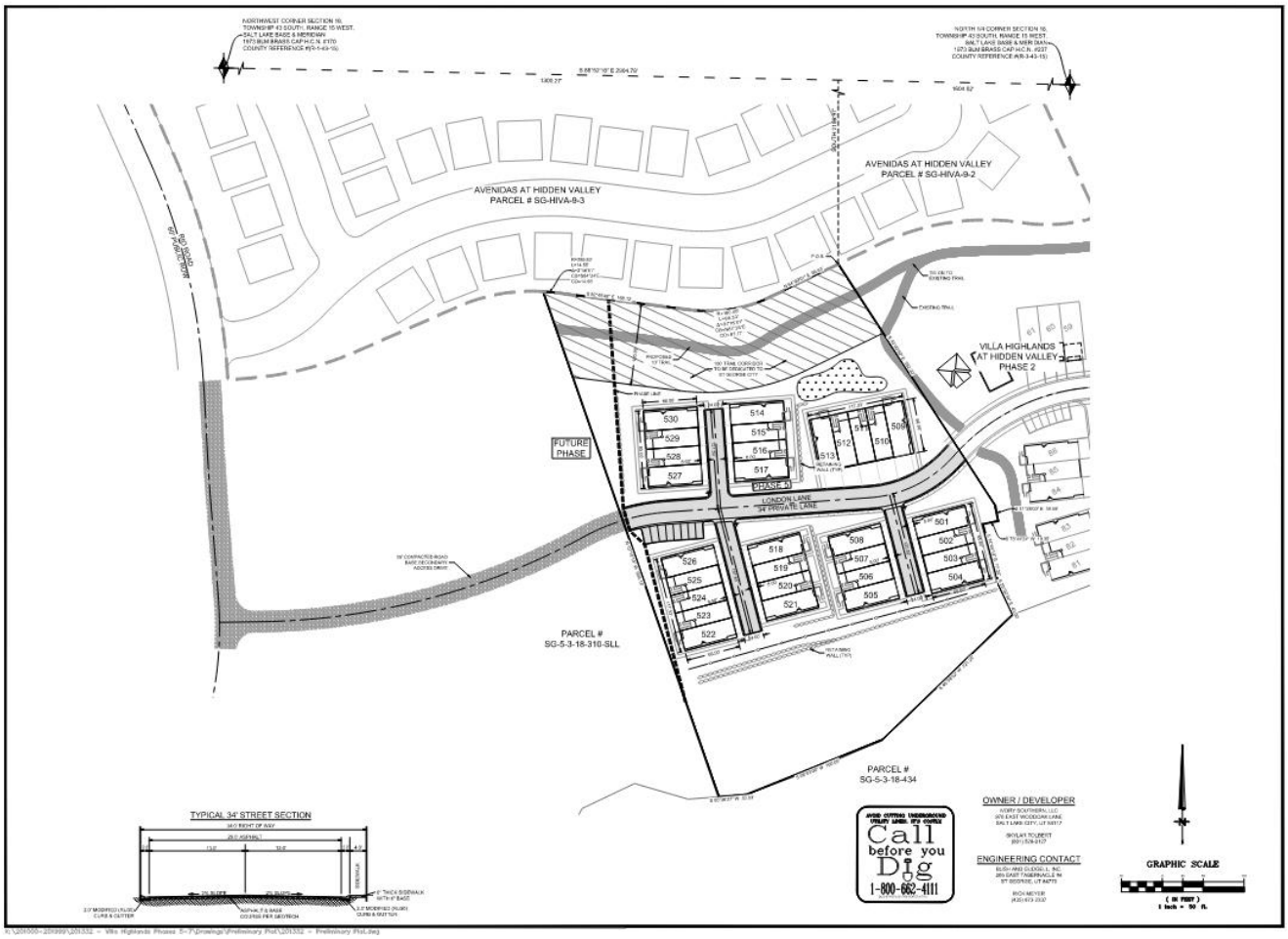
Councilmember Hughes _____
Councilmember McArthur _____
Councilmember Larkin _____
Councilmember Larsen _____
Councilmember Tanner _____

Exhibit “A” – Legal Description

BEGINNING AT A POINT THAT LIES NORTH 88°52'18" WEST 1604.52 FEET AND SOUTH 2156.97 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 33°00'00" EAST 352.20 FEET; THENCE SOUTH 11°28'00" EAST 19.59 FEET; THENCE SOUTH 78°44'24" WEST 19.35 FEET; THENCE SOUTH 14°44'19" EAST 77.20 FEET; THENCE SOUTH 25°02'34" EAST 40.00 FEET; THENCE SOUTH 46°08'52" WEST 221.25 FEET; THENCE SOUTH 68°03'06" WEST 180.05 FEET; THENCE SOUTH 85°36'27" WEST 33.03 FEET; THENCE NORTH 19°10'14" WEST 655.18 FEET; THENCE EASTERLY ALONG A 299.83 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 84°24'01" EAST A DISTANCE OF 14.55 FEET), CENTER POINT LIES SOUTH 03°25'51" WEST THROUGH A CENTRAL ANGLE OF 02°46'51", A DISTANCE OF 14.55 FEET; THENCE SOUTH 82°45'48" EAST 166.12 FEET; THENCE EASTERLY ALONG A 180.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 81°35'11" EAST A DISTANCE OF 97.11 FEET), CENTER POINT LIES NORTH 07°14'12" EAST THROUGH A CENTRAL ANGLE OF 31°18'01", A DISTANCE OF 98.33 FEET; THENCE NORTH 64°09'01" EAST 95.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 226,512 SQUARE FEET OR 5.20 ACRES.

Exhibit “B” – Parcel Exhibit



Agenda Date: 07/14/2022 **Agenda Item Number:** 14

Subject:

Consider approval of the preliminary plat for Villa Highlands Phase 5, a 30-lot residential subdivision located within the Hidden Valley development at the west end of London Lane.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Bob Hermandson, Bush and Gudgell

Reference Number: 2022-PP-022

Address/Location:

London Lane and approximately 100 East

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

The general plan land use designation on this project is MDR, Medium Density Residential, and the current zoning is PD-R, Planned Development Residential. The preliminary plat meets the current land use designation and meets the requirements of the zone change application.

Staff Narrative (need/purpose):

The purpose of this preliminary plat is to subdivide the property into 30 privately owned townhomes located within 7 buildings with common and limited area and a private road and private alleys.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission recommends approval

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **06/14/2022**
CITY COUNCIL **07/14/2022**

PRELIMINARY PLAT
Villa Highlands Phase 5
Case No. 2022-PP-022

Request: To approve a preliminary plat for a thirty (30) lot residential subdivision.

Location: The site is located at the west of London Lane within the Hidden Valley development.

Property: 5.20 acres

Number of Lots: 30

Density: 7.692 DU/AC

Zoning: PD-R

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

General Plan: MDR

Applicant: Bush & Gudgell

Representative: Bob Hermandson

Comments:



Preliminary Plat – Villa Highlands Phase 5

B&G PROJECT NUMBER 201332

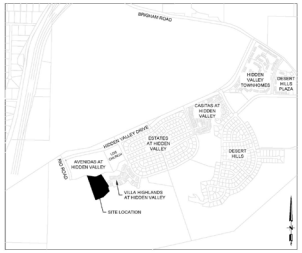
VILLA HIGHLANDS PHASE 5

PRELIMINARY PLAT

LOCATED IN ST GEORGE, UTAH

SECTION 18, T 43 S, R 15 W, SLB&M

PARCEL # SG-5-3-18-310-SLL



VICINITY MAP

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES NORTH 88°52'18" WEST 1604.52 FEET AND SOUTH 2156.97 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 83°03'00" EAST 352.20 FEET; THENCE SOUTH 11°28'00" EAST 19.59 FEET; THENCE SOUTH 78°44'24" WEST 19.35 FEET; THENCE SOUTH 14°44'19" EAST 77.20 FEET; THENCE SOUTH 25°02'34" EAST 40.00 FEET; THENCE SOUTH 48°38'52" WEST 221.25 FEET; THENCE SOUTH 68°03'06" WEST 180.05 FEET; THENCE SOUTH 85°36'27" WEST 33.03 FEET; THENCE NORTH 19°10'14" WEST 655.18 FEET; THENCE EASTERLY ALONG A 299.83 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 84°24'01" EAST A DISTANCE OF 14.55 FEET), CENTER POINT LIES SOUTH 03°28'51" WEST THROUGH A CENTRAL ANGLE OF 02°46'51", A DISTANCE OF 14.55 FEET; THENCE SOUTH 82°45'48" EAST 166.12 FEET; THENCE EASTERLY ALONG A 180.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 81°35'11" EAST A DISTANCE OF 97.11 FEET), CENTER POINT LIES NORTH 07°14'12" EAST THROUGH A CENTRAL ANGLE OF 31°18'01", A DISTANCE OF 98.33 FEET; THENCE NORTH 64°03'01" EAST 95.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 226,512 SQUARE FEET OR 5.20 ACRES.

CONTENTS	
1	COVER SHEET
2	PRELIMINARY PLAT
3	GRADING PLAN
4	UTILITY PLAN
5	LANDSCAPE PLAN

PROJECT MAP



PROJECT INFORMATION	
ZONING	PD-R
TOTAL AREA	5.20 ACRES
PHASE 5 AREA	3.78 ACRES
TRAIL DEDICATION AREA	1.09 ACRES
TOTAL UNITS	30
DENSITY	7.94 D.U./ ACRE

GENERAL NOTES

1) CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK IN ANY ZONE.
2) ALL WORK AND MATERIALS SHALL COMPLY WITH ST. GEORGE CITY STANDARD SPECIFICATIONS.
3) PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION, AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT AND GRADING PERMIT NUMBER.
4) PROJECTS SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
5) A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICE INSPECTORS.
6) FOLLOW APPENDIX J STANDARDS FOUND IN THE IBC.
7) ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.

DUST CONTROL

THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES.

EARTH MOVING ACTIVITIES:

1) APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTH-MOVING ACTIVITIES.
2) PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION.
3) APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
4) OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.

DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:

1) APPLY ACTIVE SURFACE STABILIZERS AS NEEDED TO HAVE DISKED. APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
2) INSTALL FENCE BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.

APRIL 2022

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
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St. George, Utah 84770
Phone (435) 673-2337

AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S CUTTIE

Call before you Dig 1-800-662-4111

OWNER / DEVELOPER

IVORY SOUTHERN, LLC
978 EAST WOODOAK LANE
SALT LAKE CITY, UT 84117

SKYLAR TOLBERT
(970) 320-9127

ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770

RICK HEYER
(435) 673-2337

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 Fax (435) 673-3161
www.bushandgudgell.com

COVER SHEET
VILLA HIGHLANDS PHASE 5
ST GEORGE, UTAH

SHEET 1 OF 5 SHEETS

B&G 201332

A:\201000-201999\201332 - Villa Highlands Phase 5-7\Drawings\Preliminary Plat\201332 - Preliminary Plat.dwg

Preliminary Plat – Villa Highlands Phase 5

NORTHWEST CORNER SECTION 18,
TOWNSHIP 43 SOUTH, RANGE 15 WEST,
SALT LAKE BASE & MERIDIAN
1973 BLM BRASS CAP H.C.N. #170
COUNTY REFERENCE #(R-1-43-15)

S 88°52'18" E 2904.79'
1300.27'

NORTH 1/4 CORNER SECTION 18,
TOWNSHIP 43 SOUTH, RANGE 15 WEST,
SALT LAKE BASE & MERIDIAN
1973 BLM BRASS CAP H.C.N. #237
COUNTY REFERENCE #(R-3-43-15)
1604.52'

SOUTH 2156.97'

AVENIDAS AT HIDDEN VALLEY
PARCEL # SG-HIVA-9-3

AVENIDAS AT HIDDEN VALLEY
PARCEL # SG-HIVA-9-2

RIO ROAD
60' PUBLIC ROW

R=299.83'
L=14.55'
Δ=2°46'51"
CB=S84°24'E
CD=14.55'

S 82°45'48" E 166.12'

P.O.B.

N 64°09'01" E 96.53'

TIE ON TO
EXISTING TRAIL

EXISTING TRAIL

R=180.00'
L=98.33'
Δ=31°18'01"
CB=N81°35'E
CD=97.11'

100.00'

PROPOSED
10' TRAIL

100' TRAIL CORRIDOR
TO BE DEDICATED TO
ST GEORGE CITY

S 53°00'00" E 352.00'

VILLA HIGHLANDS
AT HIDDEN VALLEY
PHASE 2

61 60 59

PHASE LINE

66.00' 24.00' 117.33'

530 529 528 527 514 515 516 517 513 512 511 510 509

95.00' 8.00' 8.00' 66.00'

FUTURE
PHASE

RETAINING
WALL (TYP)

PHASE 5

LONDON LANE
34' PRIVATE LANE

86 85 84 83 82 81

S 11°28'00" E 19.59'

S 78°44'24" W 19.35'

S 14°41'12" E 77.20'

S 28°00'24" E 60.06'

8.00' 501 502 503 504 35.00'

508 507 506 505 8.00' 135.82'

518 519 520 521 8.00'

526 525 524 523 522 8.00' 117.33'

157.69'

24.00' 66.00'

N 19°10'14" W 625.16'

26' COMPACTED ROAD
BASE SECONDARY
ACCESS DRIVE

PARCEL #
SG-5-3-18-310-SLL

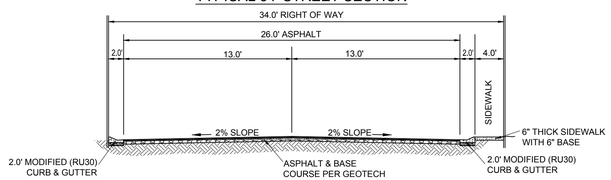
S 46°08'32" W 237.25'

S 68°03'06" W 180.05'

PARCEL #
SG-5-3-18-434

S 85°36'27" W 33.03'

TYPICAL 34' STREET SECTION



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BLUE STAKES LOCATION CENTER (UTAH)

OWNER / DEVELOPER

IVORY SOUTHERN, LLC
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SALT LAKE CITY, UT 84117

SKYLAR TOLBERT
(801) 520-9127

ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST GEORGE, UT 84770

RICK MEYER
(435) 673-2337

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

No.	Date	By	Revision

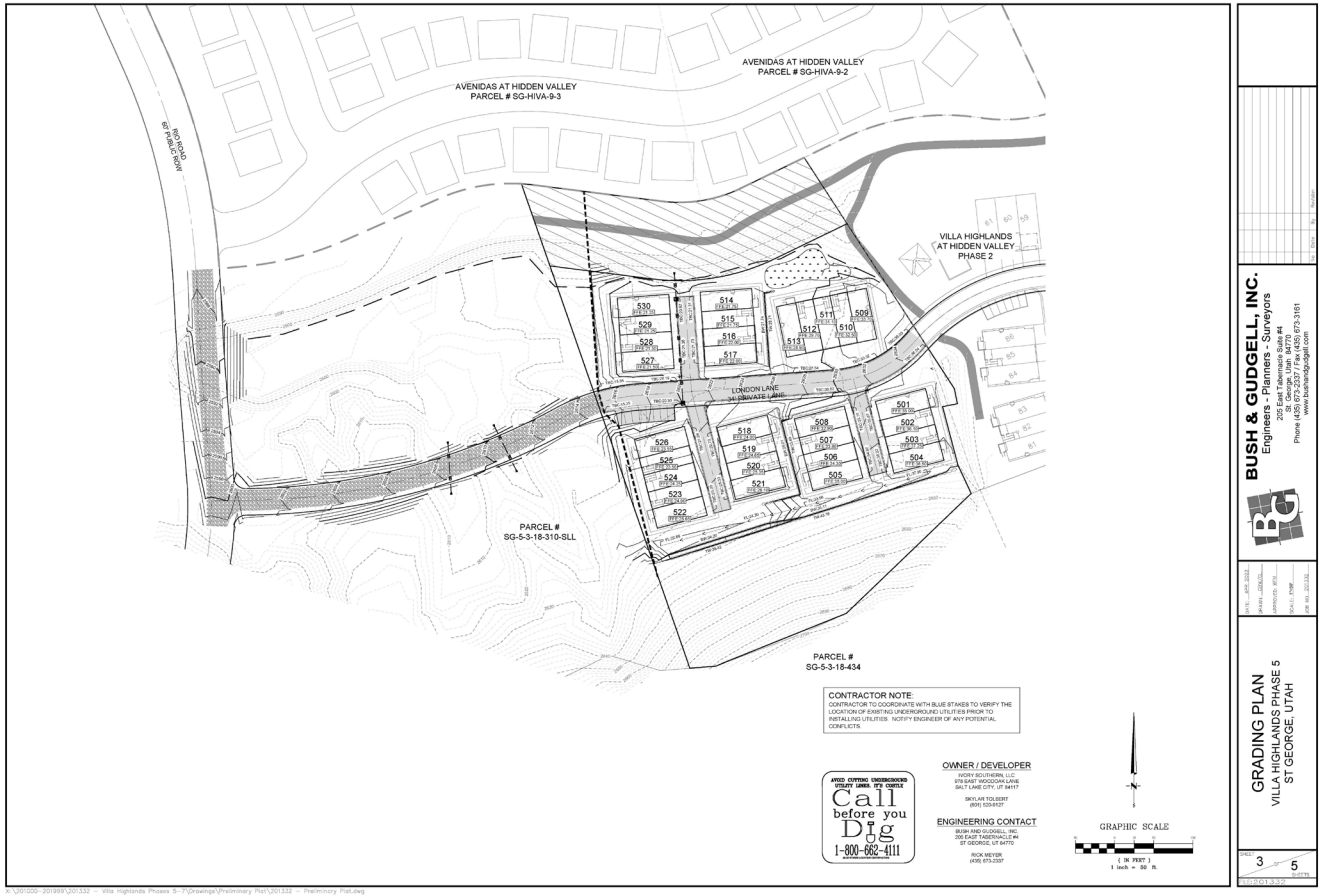
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

DATE: APR. 2022
DRAWN: CBW/CH
APPROVED: WFM
SCALE: 1"=50'
JOB NO.: 201332

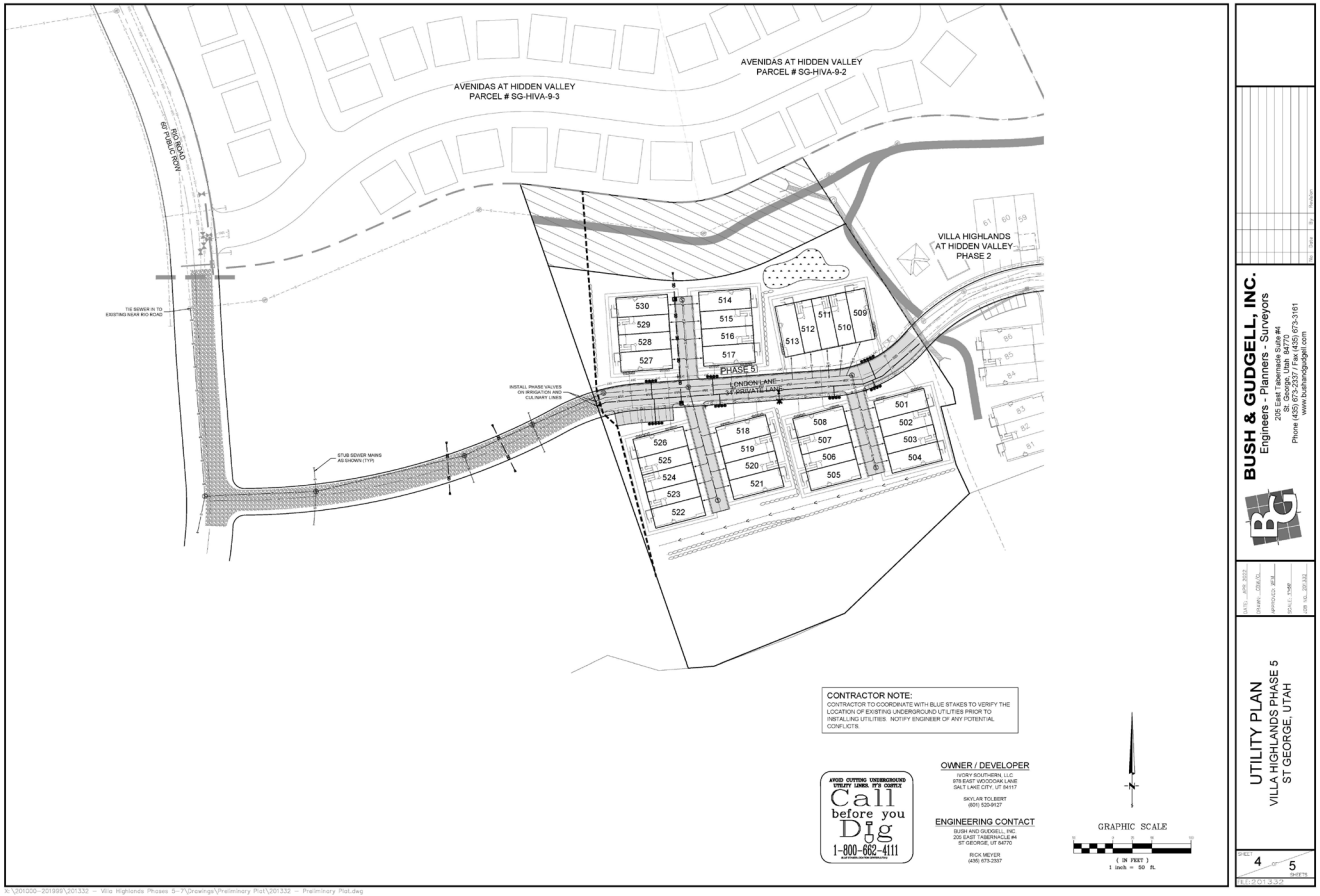
PRELIMINARY PLAT
VILLA HIGHLANDS PHASE 5
ST GEORGE, UTAH

SHEET 2 OF 5 SHEETS
FILE: 201332

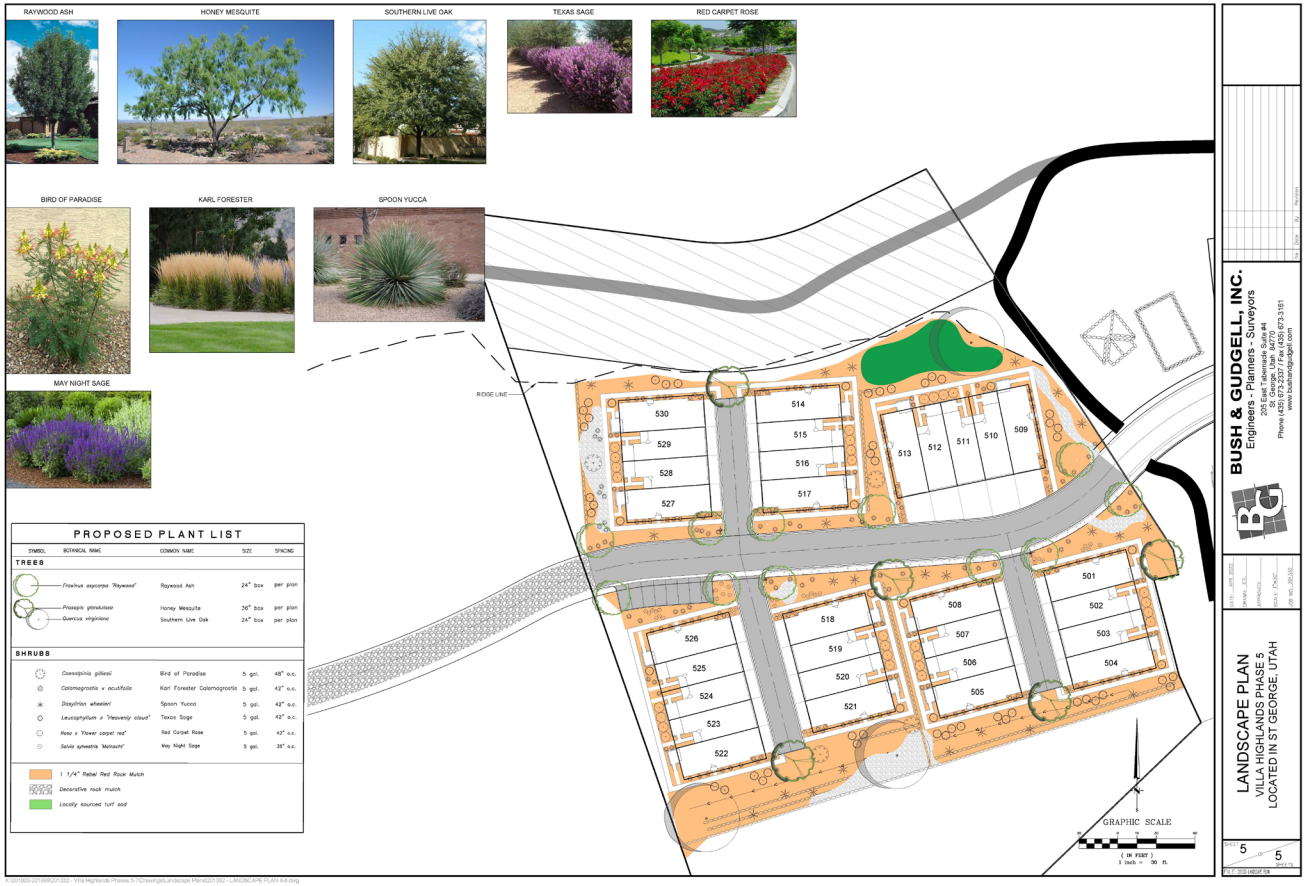
X:\201000-201999\201332 - Villa Highlands Phases 5-7\Drawings\Preliminary Plat\201332 - Preliminary Plat.dwg



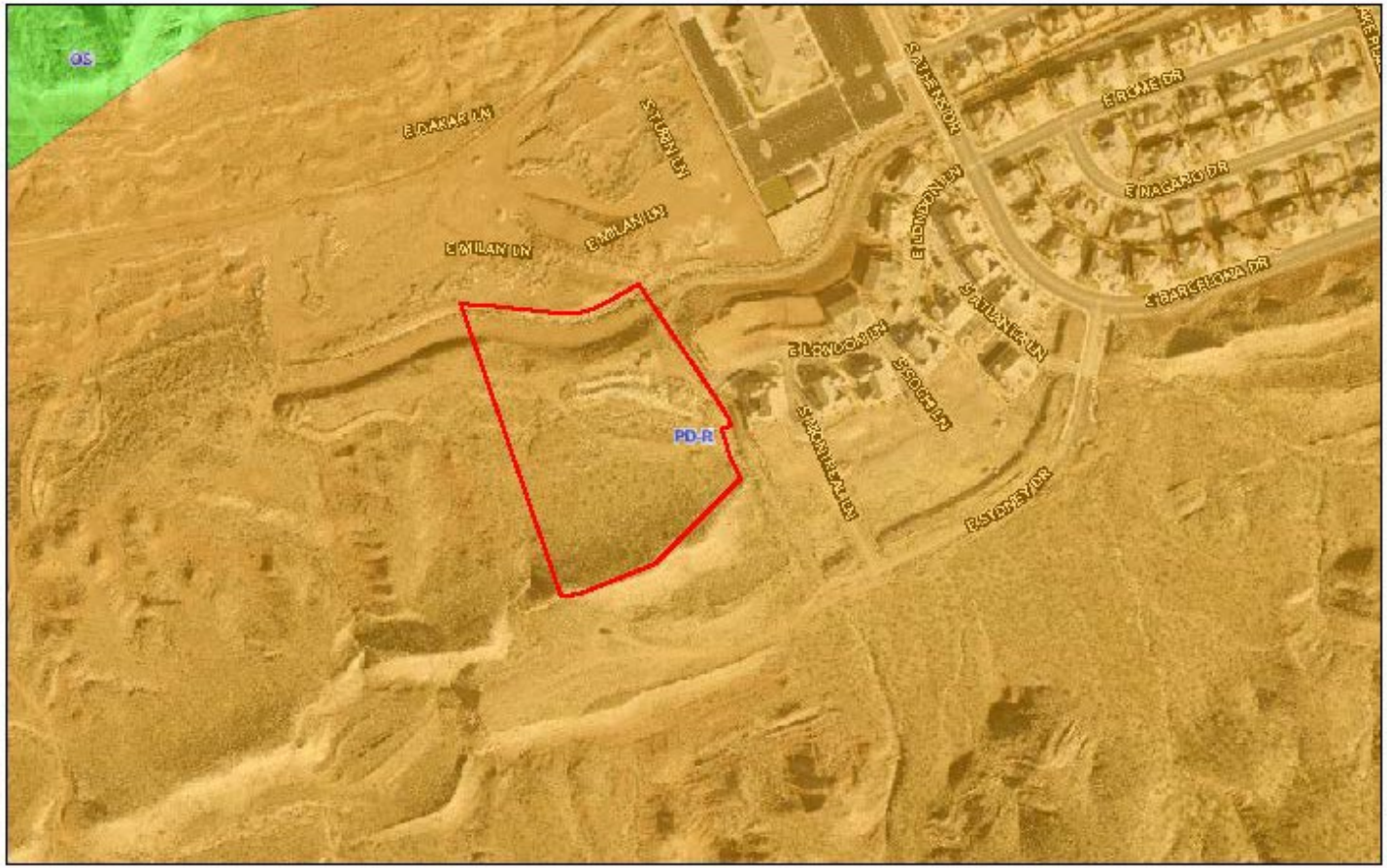
Preliminary Plat – Villa Highlands Phase 5



Preliminary Plat – Villa Highlands Phase 5



Preliminary Plat – Villa Highlands Phase 5



Preliminary Plat – Villa Highlands Phase 5

Agenda Date: 07/14/2022 **Agenda Item Number:** 15

Subject:

Consider approval of the preliminary plat for Berry's Place, a 4-lot residential subdivision located at 443 North 300 West.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Tony Berry

Reference Number: Case No. 2022-PP-030

Address/Location:

443 North 300 West

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

The general plan land use designation on this property is MDR, Medium Density Residential, and the zoning is RCC, Residential Central City. The preliminary plat is consistent with the current general plan land use designation and the current zoning.

Staff Narrative (need/purpose):

The purpose of this preliminary plat is to subdivide the property into 4 single family lots with the dedication of a public road for access.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission recommends approval

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **06/28/2022**
CITY COUNCIL **07/14/2022**

PRELIMINARY PLAT
Berry's Place
Case No. 2022-PP-030

Request: To approve a preliminary plat for a four (4) lot residential subdivision.

Location: The site is located at approximately 443 North and 300 West

Property: 0.813 acres

Number of Lots: 4

Density: 4.92 DU/AC

Zoning: RCC

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

General Plan: MDR

Applicant: Legit Construction

Representative: Tony Berry

Comments:

Preliminary Plats

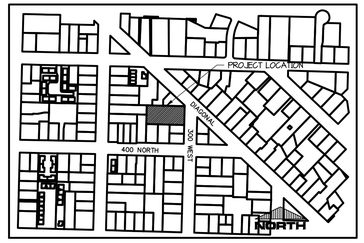
June 28, 2022



Preliminary Plat – Berry's Place

BERRY'S PLACE

LOT 8 BLOCK 46 PLAT "A"
LOCATED IN SECTION 24 T.42S., R.16W., S.L.B.&M.
435 NORTH 300 WEST
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.



VICINITY MAP
NO SCALE

Know what's below. Call before you dig.

NOTICE:
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR AND/OR THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

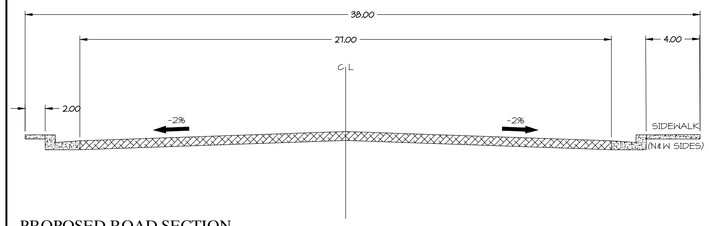
0 20' 40'
SCALE: 1"=20'

SITE DATA

GENERAL PLAN:
RESIDENTIAL

TOTAL PARCEL AREA:
35407 SQ. FT.
0.813 ACRES

PROPOSED PUBLIC ROAD:
5363 SQ.FT.
.012 ACRES



PROPOSED ROAD SECTION

PROJECT OWNER/ DEVELOPER

BERRY TONY JAMES & SHEILA LEA TRS
2491 RIVER FRONT DR
SANTA CLARA, UT 84765

PROJECT ENGINEER

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

GEOTECHNICAL ENGINEER

ENGINEER'S ACKNOWLEDGEMENT

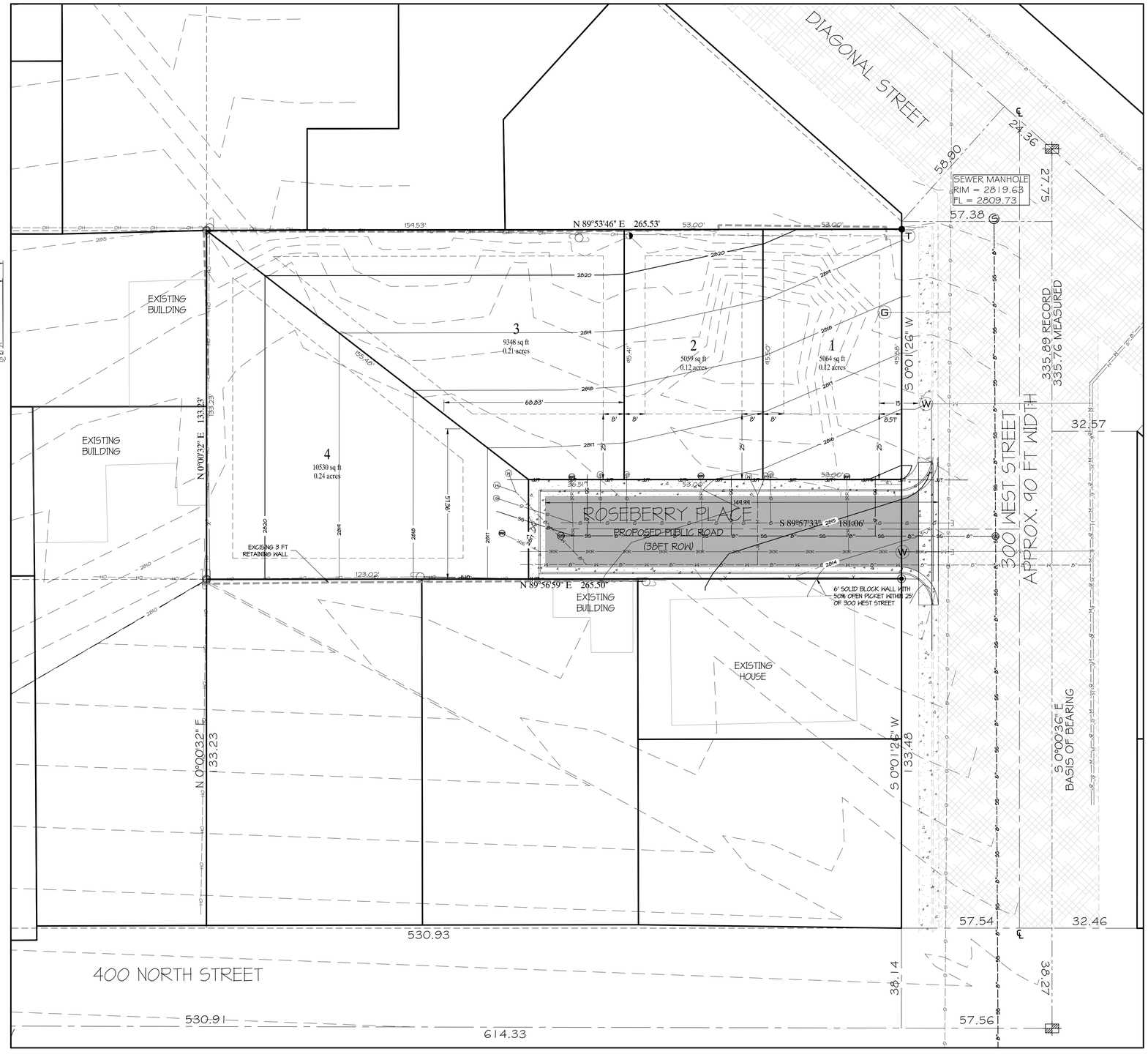
I, ROB REID, ST. GEORGE, UTAH DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER 5254615. I FURTHER CERTIFY THAT THE DESIGN OF THESE IMPROVEMENT PLANS WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THESE PLANS.

DATE: 28 June 2022

ROB REID, P.E. CERTIFICATE No. 184106

LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- PROPERTY LINE
- EXISTING CURB & GUTTER
- PROPOSED CURB & GUTTER
- EXISTING WALL
- EXISTING FENCE
- PROPOSED SEWER LATERAL (SIZE INDICATED ON PLAN)
- EXISTING SEWER MAIN
- PROPOSED WATER LINE (SIZE INDICATED ON PLAN)
- EXISTING WATER MAIN
- PROPOSED GAS LINE (SIZE INDICATED ON PLAN)
- EXISTING GAS LINE
- EXISTING ASPHALT
- PROPOSED ASPHALT
- EXISTING ASPHALT TO BE SAWCUT, REMOVED, AND REPLACED WITH NEW ASPHALT
- EXISTING CONCRETE
- PROPOSED CONCRETE
- PROPOSED ACCESSIBLE ROUTE



DATE: 4-25-22
JOB NO.: 12466-21
DESIGNED BY: JTT
CHECKED BY: RAR
DWG: CONCEPT

REVISIONS
DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
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PRELIMINARY PLAT
FOR
BERRY'S PLACE
LEGIT CONSTRUCTION
ST. GEORGE, UTAH

STATE OF UTAH
No. 184106
ROBERT A. REID
3-16-23
LICENSED PROFESSIONAL ENGINEER

SHEET
1



Preliminary Plat – Berry's Place

Agenda Date: 07/14/2022 **Agenda Item Number:** 16

Subject:

Consider approval of the preliminary plat for Rilassante at Divario, a one lot, two parcel subdivision located at approximately Gap Canyon Parkway and Canyon View Drive.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Rick Rosenberg, Rosenberg Associates

Reference Number: 2022-PP-024

Address/Location:

Intersection of Gap Canyon Parkway and Canyon View Drive

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

This project is part of the Divario development. The general plan land use designations on the property are MDR, Medium Density Residential, and OS (open space). The current zoning on the property is PD-R, Planned Development Residential and R-1-10. The preliminary plat is consistent with the current land use designations and zoning on the property.

Staff Narrative (need/purpose):

The purpose of the preliminary plat is to subdivide the property into one lot that can be further subdivided to match the approved PD-R zoning on the property and to create two parcels that are zoned open space. One parcel will be deeded to the city as a future community park and the other parcel will be deeded to the city or to the Divario master HOA to be utilized as open space with possible future trails through the property. The preliminary plat will also designate the dedication of a 20-foot trail and landscaping corridor along Gap Canyon Parkway and a 15-foot trail and landscape corridor along Aliente Drive along the frontage of the one lot.

Name of Legal Dept approver: N/A

Budget Impact: No Impact

Recommendation (Include any conditions):

Planning Commission recommends approval

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **06/14/2022**
CITY COUNCIL **07/14/2022**

PRELIMINARY PLAT
Rilassante at Divario
Case No. 2022-PP-024

Request: To approve a preliminary plat for a one (1) lot/two (2) parcel subdivision.

Location: The site is located at approximately Gap Canyon Parkway and Canyon View Drive

Property: Lot 1 (24.11 acres), Parcel A (22.97 acres), Parcel B (23.38 acres)

No. of Lots/Parcels: 3

Density: N/A

Zoning: R-1-10

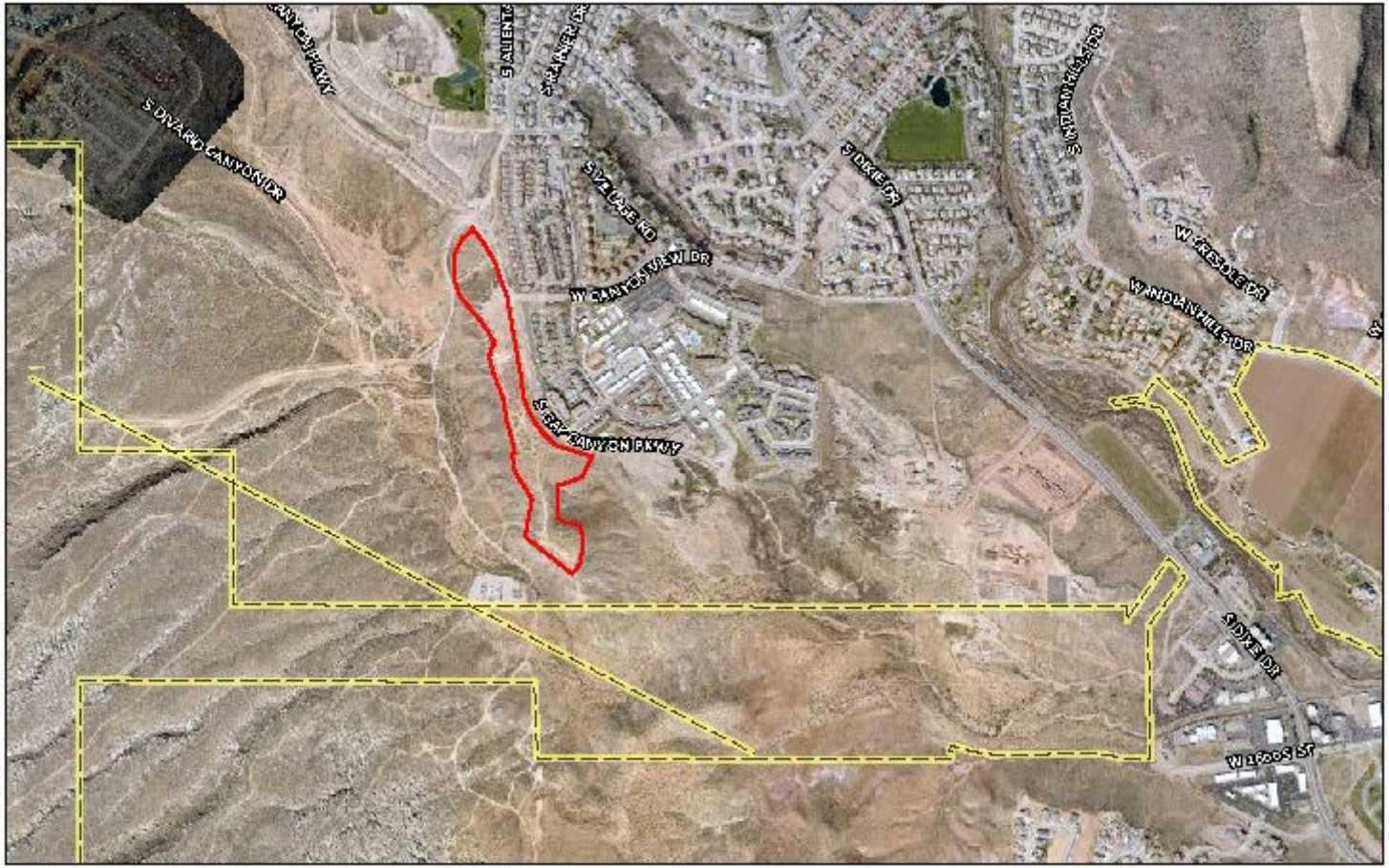
Adjacent zones: This plat is surrounded by the following zones:
North – R-1-10
South – R-1-10
East – PD-R/R-1-10
West – R-1-10

General Plan: MDR

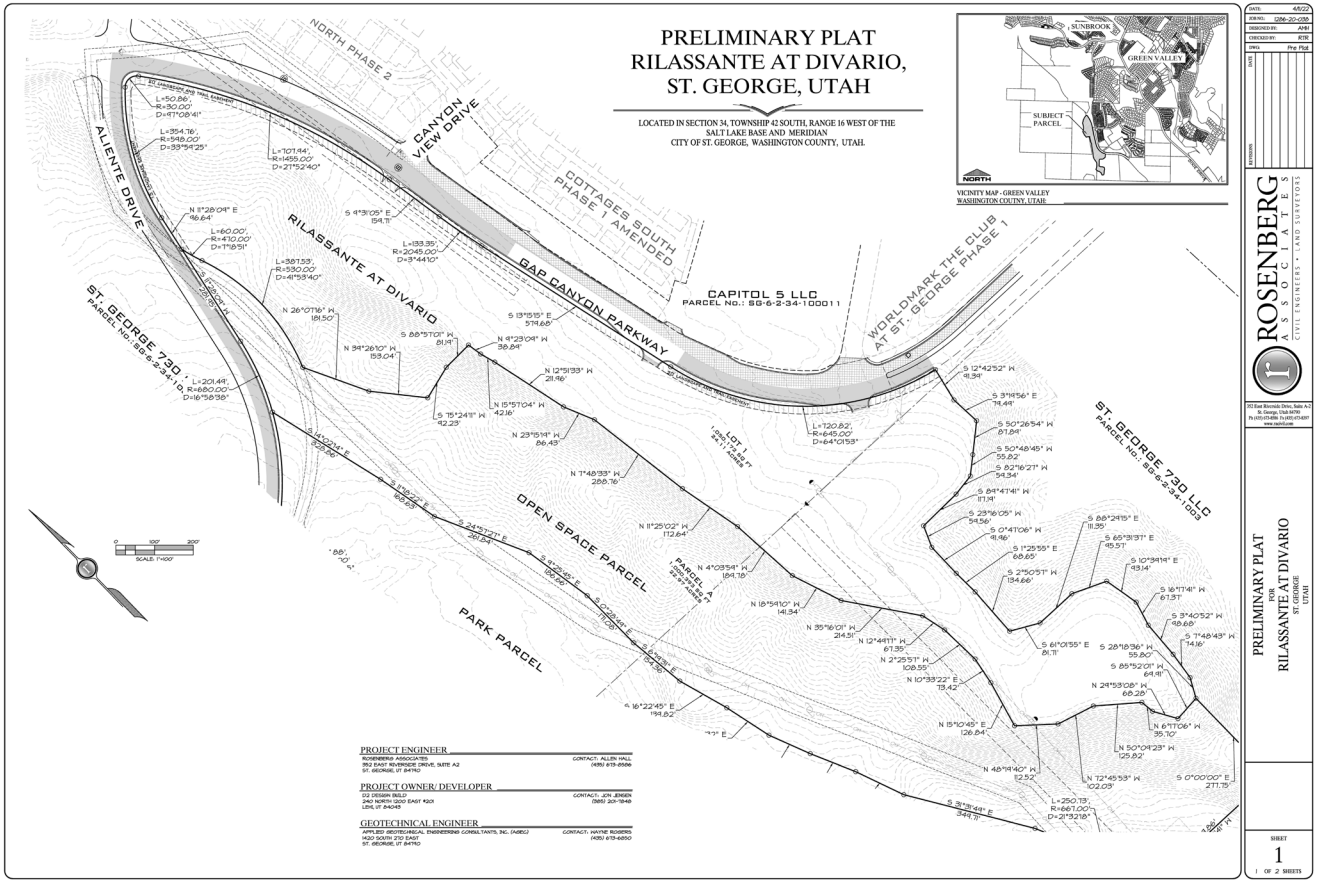
Applicant: Rosenberg Associates

Representative: Rick Rosenberg

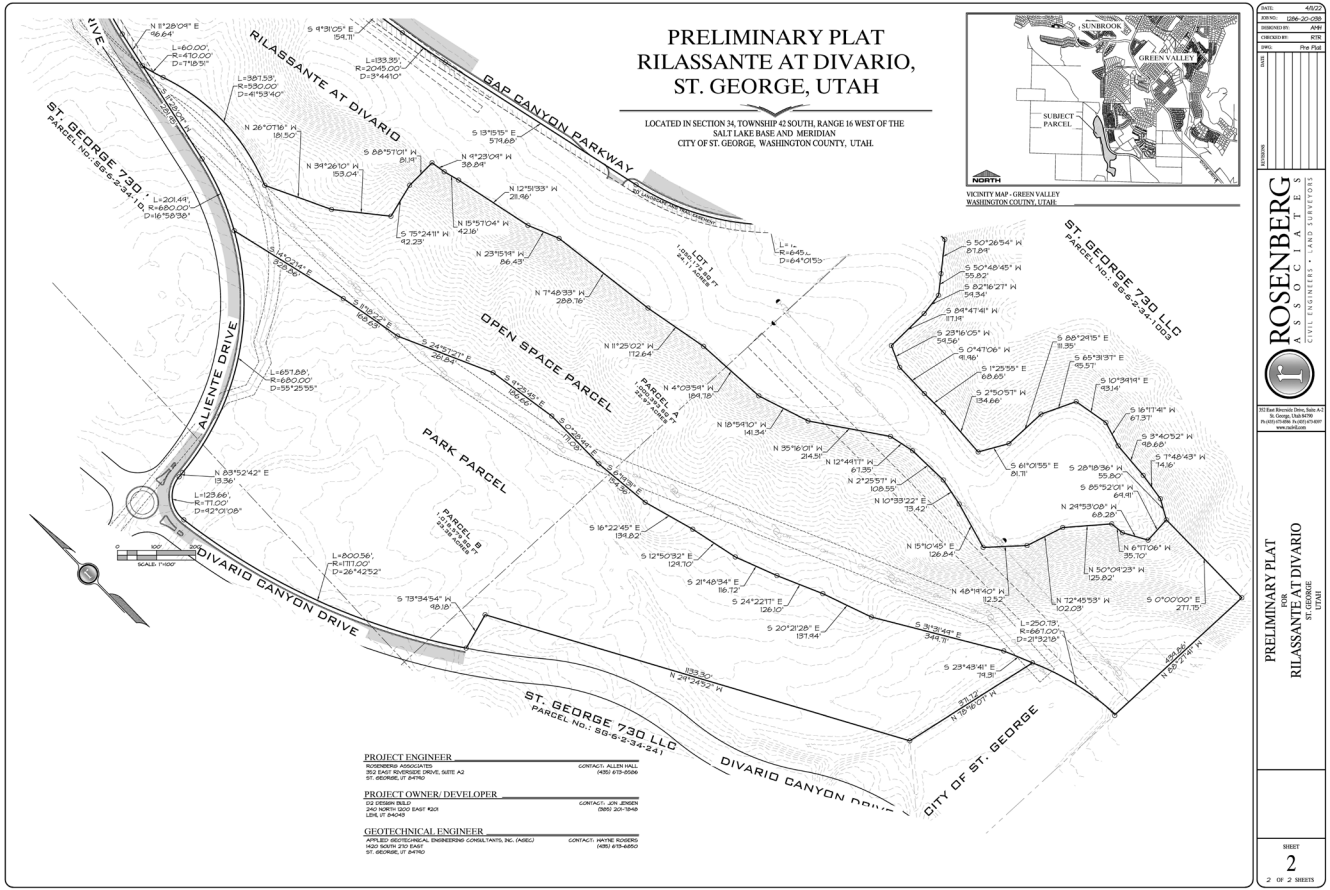
Comments:



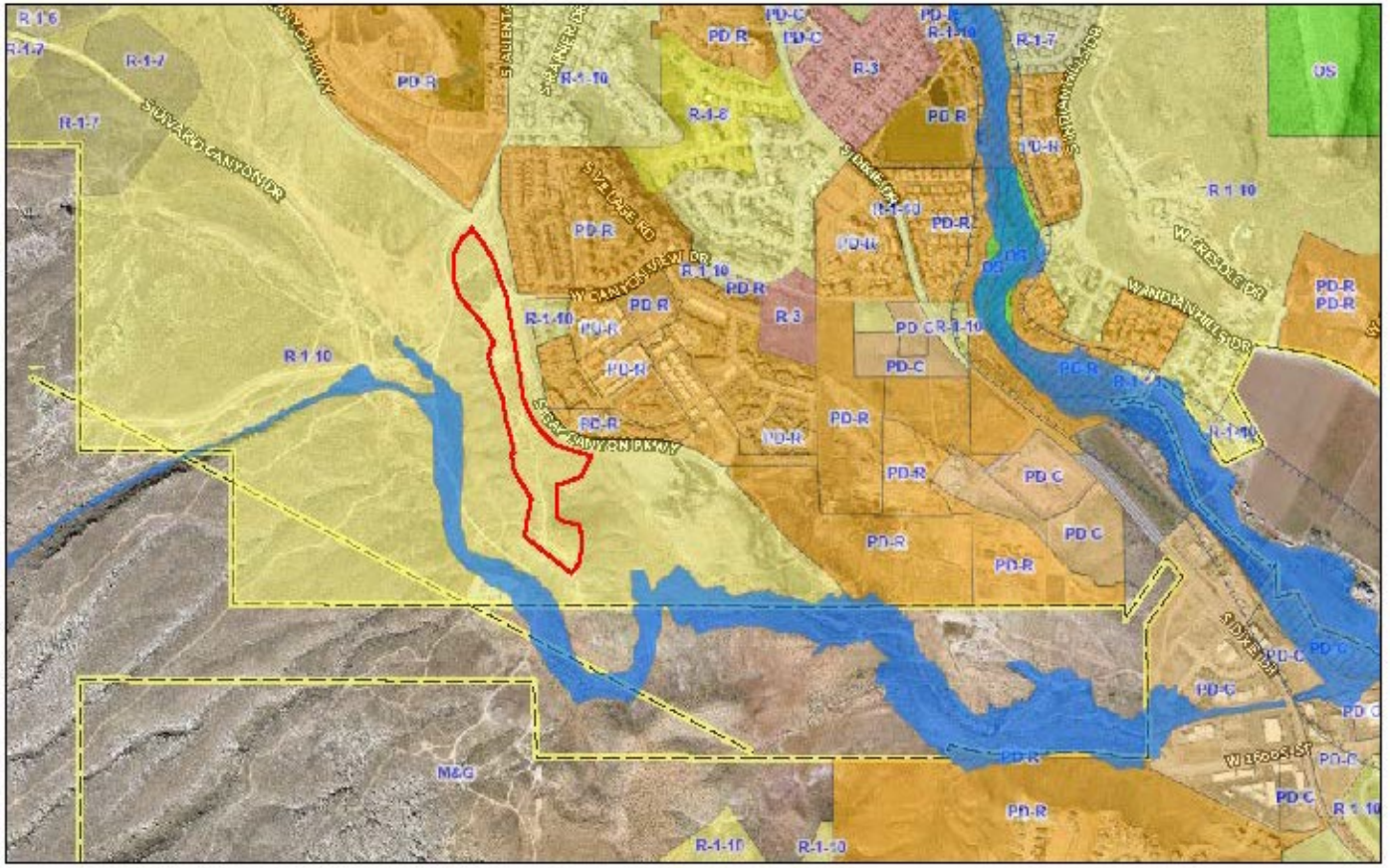
Preliminary Plat – Rilassante at Divario



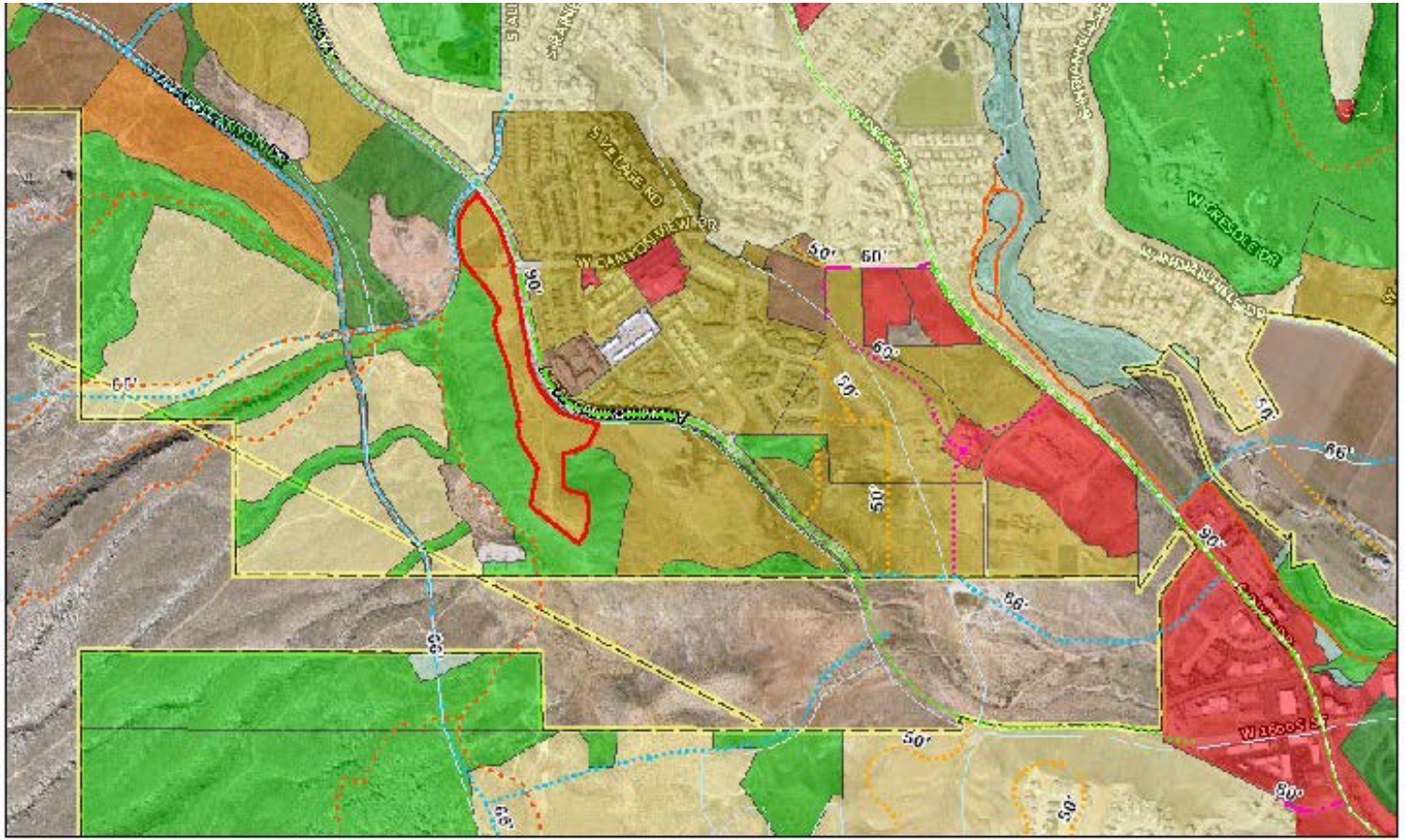
Preliminary Plat – Rilassante at Divario



Preliminary Plat – Rilassante at Divario



Preliminary Plat – Rilassante at Divario



Preliminary Plat – Rilassante at Divario

Agenda Date: 07/14/2022 **Agenda Item Number:** 17

Subject:

Consider approval of an amended preliminary plat for Desert Canyons Town Center West, a 7-lot commercial subdivision located at the intersection of Desert Center Drive and Desert Canyon Parkway.

Item at-a-glance:

Staff Contact: Wes Jenkins

Applicant Name: Ken Miller, Development Solutions Engineering

Reference Number: 2022-PP-032

Address/Location:

Intersection of Desert Center Drive and Desert Canyon Parkway

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

The general plan land use designation on this project is TC, Town Center, and the current zoning is C-2. The proposed preliminary plat is consistent with the land use designation and the current zoning requirements.

Staff Narrative (need/purpose):

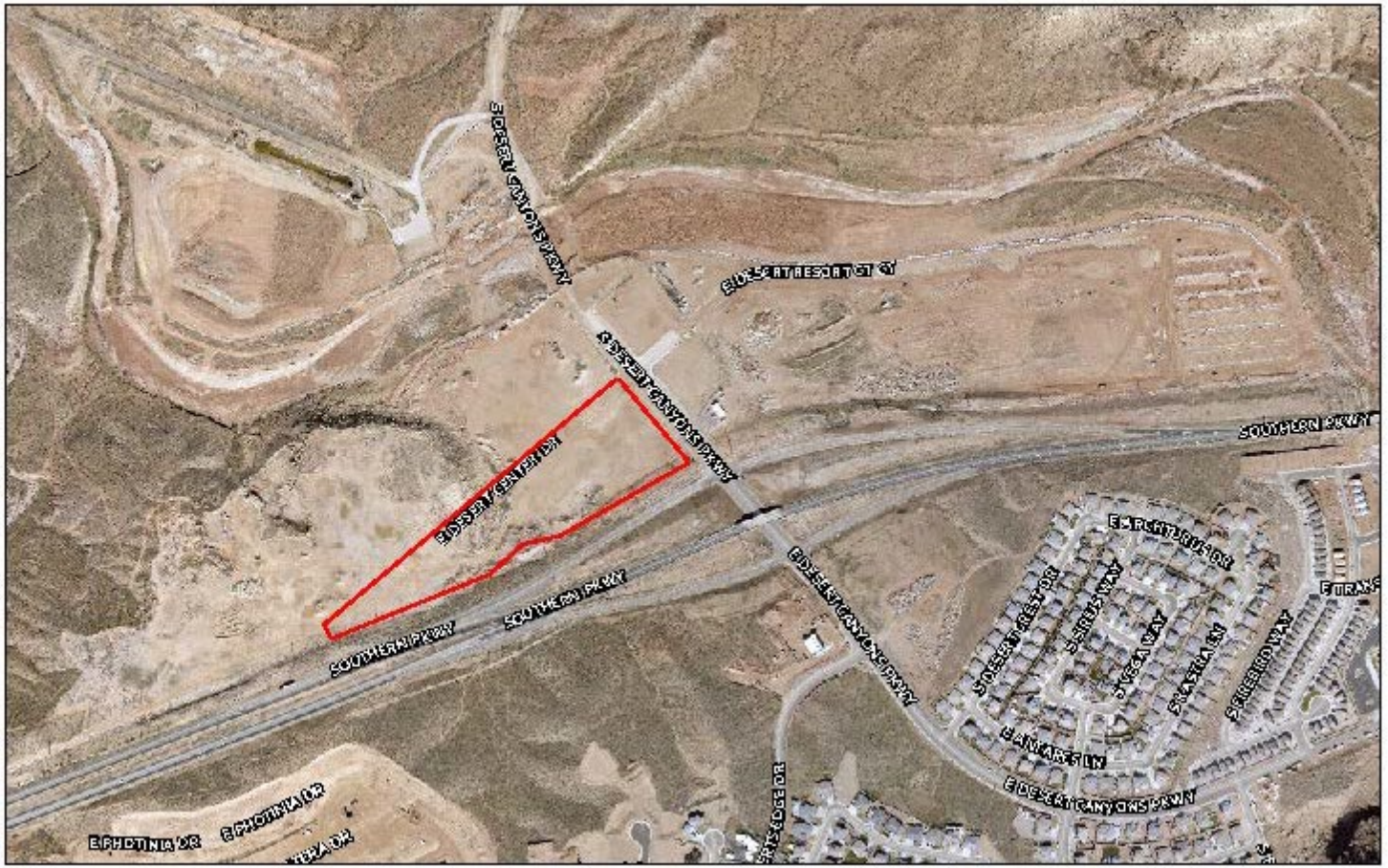
The original Desert Canyons Town Center West commercial subdivision preliminary plat was approved by city council on 9/03/2020 as a 5-lot commercial subdivision. The developer is proposing to subdivide lot 103 from the original preliminary plat into 3 lots thus adding 2 additional lots to this preliminary plat. The purpose of the amended preliminary plat is to add the 2 additional lots to create seven commercial subdivision lots and dedicate a 66-foot public roadway right-of-way.

Name of Legal Dept approver: N/A

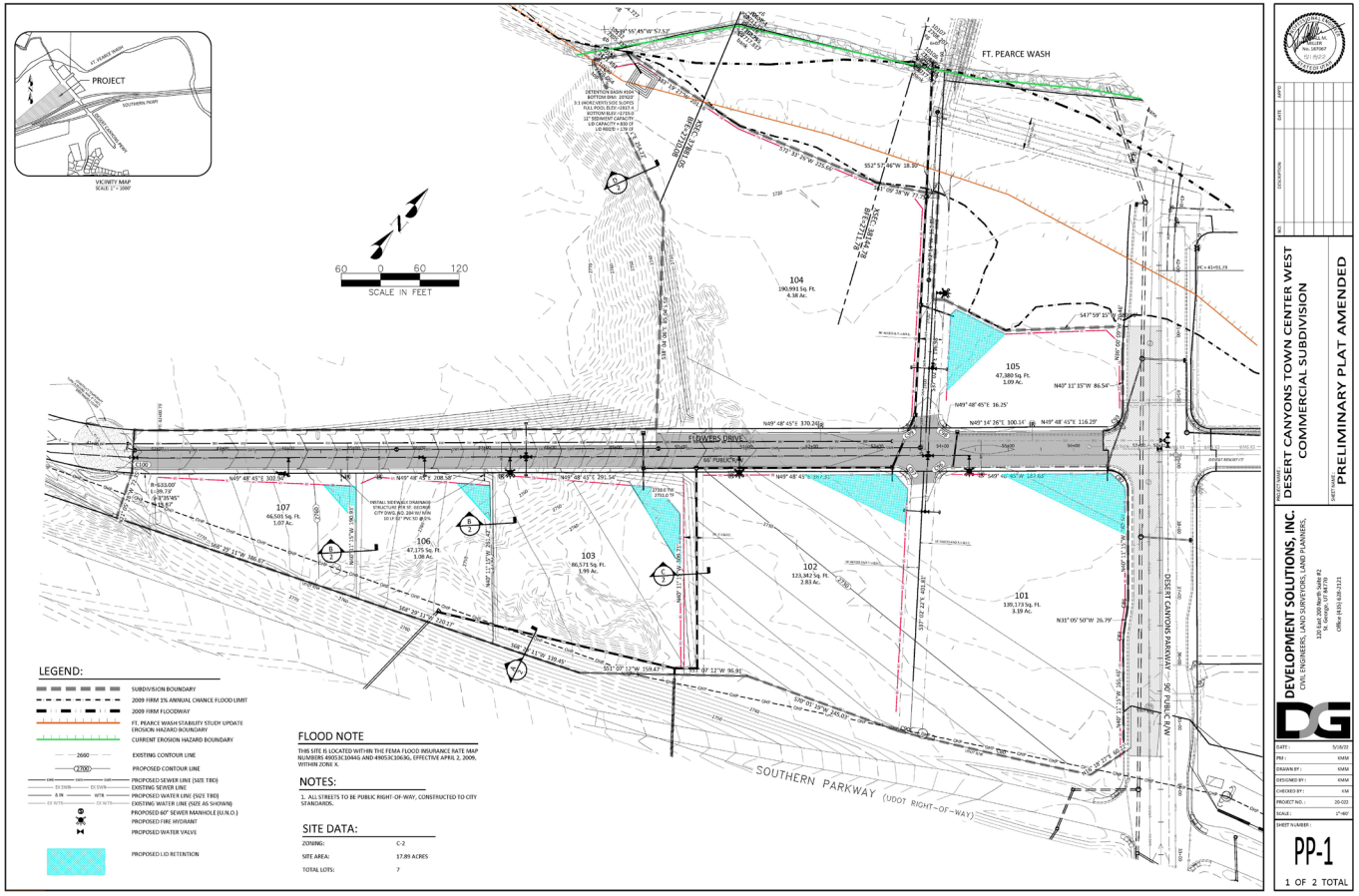
Budget Impact: No Impact

Recommendation (Include any conditions):

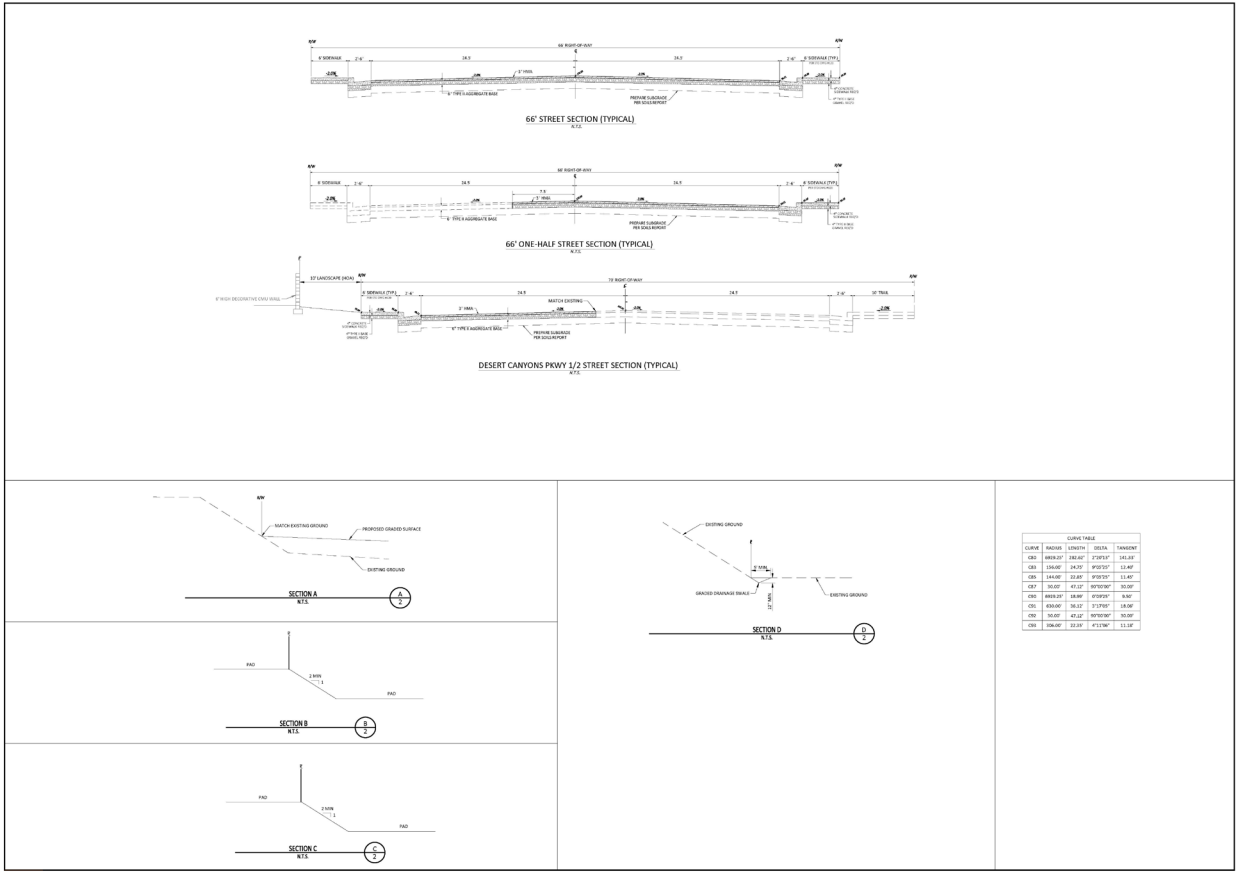
Planning Commission recommends approval



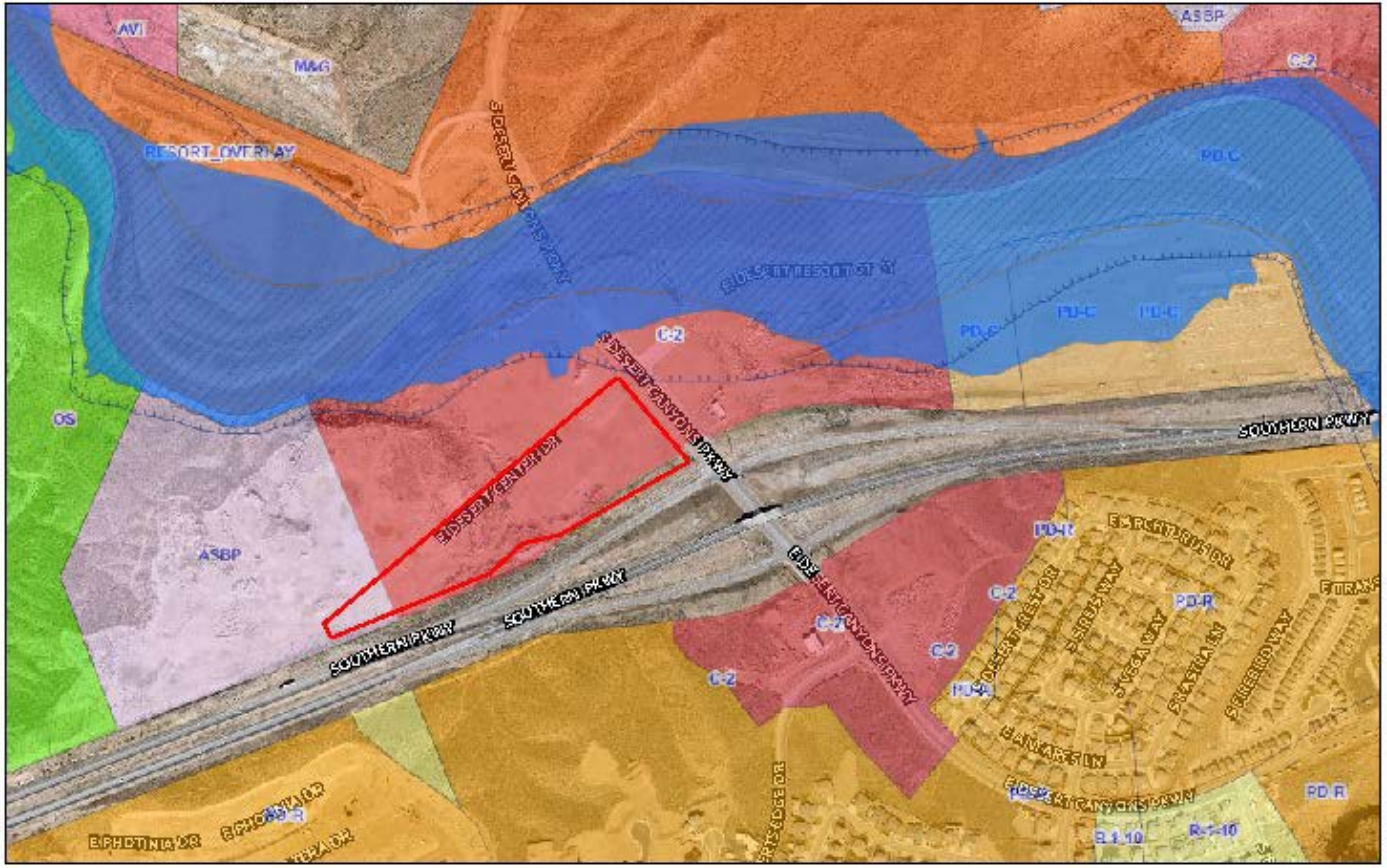
Preliminary Plat – Desert Canyons Town Center West



Preliminary Plat – Desert Canyons Town Center West



Preliminary Plat – Desert Canyons Town Center West



Preliminary Plat – Desert Canyons Town Center West

St.George
Community Development

ITEM
PRELIMINARY PLAT

PLANNING COMMISSION AGENDA REPORT: **06/14/2022**
CITY COUNCIL **07/14/2022**

PRELIMINARY PLAT
Desert Canyons Town Center West Commercial Subdivision Amended
Case No. 2022-PP-032

Request: To approve a preliminary plat for a seven (7) lot commercial subdivision.

Location: The site is located at approximately 3650 S Desert Canyon Parkway

Property: 17.89 acres

Number of Lots: 2

Density: N/A

Zoning: C-2

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

General Plan: COM

Applicant: DSG Engineering

Representative: Ken Miller

Comments: