

DRAFT

Agenda Item Number : **2A**

Request For Council Action

Date Submitted 2014-09-12 08:22:43

Applicant Water Services Dept

Quick Title Stone Cliffs Tank Project

Subject Consider Approval of the Stone Cliffs Water Tank Construction Project

Discussion We received 7 bids for the project. The bid prices ranged from \$387,832 to \$635,807. The \$635,807 bid was found to be erroneous. The engineers estimate for the project is \$350,000. The tight construction space and location of the project (in a residential area) account for the higher cost. We recommend awarding the bid to PCI for the amount of \$387,832.48

Cost \$387,832.48

City Manager Recommendation Helps with water pressure and storage for the Stone Cliff area. Recommend approval.

Action Taken

Requested by Scott Taylor

File Attachments [Stone Cliff Water Tank Project Bid Recommendation and Tabulation.pdf](#)

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

Attachments [Stone Cliff Water Tank Project Bid Recommendation and Tabulation.pdf](#)



43 South 100 East, Suite 100 T 435.628.6500
St George, Utah 84770 F 435.628.6553

alphaengineering.com

September 11, 2014

Kade Bringhurst, PE
Water Services
City of St. George
811 East Red Hills Parkway
St. George, Utah 84770

RE: Recommendation of Contractor for the Stone Cliff Water Tank Project

Dear Kade:

Seven bids to complete the work for the Stone Cliff Water Tank Project were received and read aloud by the City of St. George at the city council chambers on Tuesday, September 9th, 2014. The low bid submitted was from Progressive Contracting, Inc. (PCI) at a price of \$387,832.48. We recommend the project be awarded to PCI at the submitted bid price.

We have attached the bid tabulation for your review. If you have any questions regarding this letter, please let me know. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jared Madsen", is written over a light blue horizontal line.

Jared Madsen, PE
ALPHA ENGINEERING COMPANY

Encl: Bid Tabulation Sheet

CITY OF ST. GEORGE
Stone Cliff Water Tank Project Bid Tabulation
Bid 2:00 PM, September 9, 2014

Item	Description	Quantity	PCI		Interstate Rock Products		Dale Cox Contracting		Gerber Construction		FX Construction		Probuild Construction		JP Excavating		
			Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mechanization	1	L.S.	\$33,280.00	\$33,280.00	\$16,700.00	\$16,700.00	\$30,000.00	\$30,000.00	\$84,000.00	\$84,000.00	\$41,050.00	\$41,050.00	\$20,000.00	\$20,000.00	\$45,000.00	\$45,000.00
2	Removals	1	L.S.	\$8,100.00	\$8,100.00	\$880.00	\$880.00	\$5,500.00	\$5,500.00	\$7,600.00	\$7,600.00	\$4,900.00	\$4,900.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00
3	Earthwork & Grading for Tank, Cut	590	C.Y.	\$10.80	\$6,372.00	\$9.15	\$5,398.50	\$25.00	\$14,730.00	\$29.00	\$17,110.00	\$12.50	\$7,375.00	\$58.86	\$34,727.40	\$12.00	\$7,080.00
4	Earthwork & Grading for Tank, Backfill	400	C.Y.	\$10.80	\$4,320.00	\$7.00	\$2,800.00	\$30.00	\$12,000.00	\$21.00	\$8,400.00	\$18.50	\$7,400.00	\$35.58	\$14,232.00	\$22.00	\$8,800.00
5	Furnish & Install 325,000 Gallon Tank	1	L.S.	\$221,547.40	\$221,547.40	\$266,360.00	\$266,360.00	\$249,180.00	\$249,180.00	\$221,000.00	\$221,000.00	\$260,000.00	\$260,000.00	\$288,000.00	\$288,000.00	\$105,000.00	\$105,000.00
6	Furnish & Install 10" D.I. Water Line	217	L.F.	\$62.80	\$13,627.60	\$61.35	\$13,312.95	\$67.60	\$14,669.20	\$75.00	\$16,275.00	\$83.00	\$18,011.00	\$100.00	\$21,700.00	\$82.00	\$17,794.00
7	Furnish & Install 10" Tee	2	Each	\$1,029.71	\$2,059.42	\$886.00	\$1,772.00	\$1,050.00	\$2,100.00	\$720.00	\$1,440.00	\$1,270.00	\$2,540.00	\$850.00	\$1,700.00	\$2,000.00	\$4,000.00
8	Furnish & Install 10" 90° Elbow	2	Each	\$944.80	\$1,889.60	\$766.00	\$1,532.00	\$790.00	\$1,580.00	\$1,000.00	\$2,000.00	\$1,050.00	\$2,100.00	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00
9	Furnish & Install 10" 45° Elbow	2	Each	\$841.52	\$1,683.04	\$660.00	\$1,320.00	\$675.00	\$1,350.00	\$790.00	\$1,580.00	\$900.00	\$1,800.00	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00
10	Furnish & Install 10" Gate Valve	4	Each	\$2,564.51	\$10,258.04	\$2,144.00	\$8,576.00	\$2,425.00	\$9,700.00	\$1,800.00	\$7,200.00	\$2,600.00	\$10,400.00	\$2,300.00	\$9,200.00	\$1,000.00	\$4,000.00
11	Furnish & Install 10" Check Valve	2	Each	\$7,159.69	\$14,319.38	\$5,868.00	\$11,736.00	\$2,650.00	\$5,300.00	\$4,800.00	\$9,600.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00	\$1,000.00	\$4,000.00
12	Furnish & Install 12" PVC C-900 Drain Line	71	L.F.	\$24.52	\$1,740.92	\$41.25	\$2,928.75	\$45.00	\$3,195.00	\$65.00	\$4,615.00	\$93.00	\$6,603.00	\$71.00	\$5,041.00	\$45.00	\$3,195.00
13	Furnish & Install 12" 90° Elbow	1	Each	\$1,306.31	\$1,306.31	\$1,168.00	\$1,168.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
14	Furnish & Install 12x10 Tee	1	Each	\$1,198.40	\$1,198.40	\$1,115.00	\$1,115.00	\$1,235.00	\$1,235.00	\$970.00	\$970.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,800.00	\$1,800.00
15	Furnish & Install 12x12 Tee	1	Each	\$1,536.91	\$1,536.91	\$1,460.00	\$1,460.00	\$1,714.00	\$1,714.00	\$1,900.00	\$1,900.00	\$1,550.00	\$1,550.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
16	Furnish & Install 8" PVC C-900 Drain Line	83	L.F.	\$26.76	\$2,221.08	\$24.70	\$2,050.10	\$32.00	\$2,656.00	\$50.00	\$4,150.00	\$70.00	\$5,810.00	\$28.00	\$2,324.00	\$27.00	\$2,241.00
17	Furnish & Install 8" 45° Elbow	4	Each	\$600.55	\$2,402.20	\$416.00	\$1,664.00	\$414.00	\$1,656.00	\$410.00	\$1,640.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$700.00	\$2,800.00
18	Furnish & Install 4" Cleanout	3	Each	\$226.19	\$678.57	\$209.00	\$627.00	\$300.00	\$900.00	\$850.00	\$2,550.00	\$420.00	\$1,260.00	\$350.00	\$1,050.00	\$300.00	\$900.00
19	Furnish & Install 4" PVC Drain Line	78	L.F.	\$18.67	\$1,456.26	\$14.10	\$1,099.80	\$25.30	\$1,973.40	\$46.00	\$3,588.00	\$52.00	\$4,056.00	\$24.00	\$1,872.00	\$10.00	\$780.00
20	Excavation for Power Relocation	1	L.S.	\$3,240.00	\$3,240.00	\$910.00	\$910.00	\$2,700.00	\$2,700.00	\$1,600.00	\$1,600.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00
21	Furnish & Install Access Manhole	2	Each	\$7,133.74	\$14,267.48	\$4,623.00	\$9,246.00	\$4,000.00	\$8,000.00	\$4,200.00	\$8,400.00	\$4,400.00	\$8,800.00	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00
22	Connection to Existing Steel Tank	1	Each	\$7,144.94	\$7,144.94	\$5,547.00	\$5,547.00	\$8,734.00	\$8,734.00	\$4,400.00	\$4,400.00	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00
23	Epoxy Paint Connection Area to Existing Steel Tank	1	L.S.	\$4,320.00	\$4,320.00	\$3,827.00	\$3,827.00	\$5,000.00	\$5,000.00	\$420.00	\$420.00	\$3,200.00	\$3,200.00	\$800.00	\$800.00	\$125,000.00	\$125,000.00
24	Connection to Existing Drain Line	1	Each	\$813.11	\$813.11	\$581.00	\$581.00	\$860.00	\$860.00	\$990.00	\$990.00	\$1,800.00	\$1,800.00	\$800.00	\$800.00	\$2,000.00	\$2,000.00
25	Connection to Existing Water Line	2	Each	\$1,827.02	\$3,654.04	\$1,330.00	\$2,660.00	\$1,000.00	\$2,000.00	\$1,400.00	\$2,800.00	\$1,250.00	\$2,500.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
26	Furnish & Install Chain Link Fence	116	L.F.	\$35.10	\$4,071.60	\$28.05	\$3,253.80	\$35.00	\$4,060.00	\$37.00	\$4,292.00	\$7.00	\$3,132.00	\$36.00	\$4,176.00	\$7.00	\$3,132.00
27	Relocate 20" Chain Link Gate	1	Each	\$707.40	\$707.40	\$550.00	\$550.00	\$1,000.00	\$1,000.00	\$710.00	\$710.00	\$830.00	\$830.00	\$850.00	\$850.00	\$1,000.00	\$1,000.00
28	Furnish & Install 6" Untraced Roadbase	11,500	S.F.	\$0.78	\$8,970.00	\$1.00	\$11,500.00	\$0.90	\$10,350.00	\$0.70	\$8,050.00	\$1.00	\$11,500.00	\$0.80	\$9,200.00	\$0.69	\$7,935.00
29	Landscape Replacement	900	S.F.	\$6.00	\$5,400.00	\$5.50	\$4,950.00	\$7.50	\$6,750.00	\$8.00	\$7,200.00	\$6.50	\$5,850.00	\$5.00	\$4,500.00	\$5.00	\$4,500.00
30	Furnish & Install Sidewalk Drain	1	Each	\$2,865.38	\$2,865.38	\$3,346.00	\$3,346.00	\$1,000.00	\$1,000.00	\$2,900.00	\$2,900.00	\$3,250.00	\$3,250.00	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00
31	Furnish & Install Rock Retaining Wall	45	L.F.	\$52.92	\$2,381.40	\$21.50	\$967.50	\$60.00	\$2,700.00	\$150.00	\$6,750.00	\$81.00	\$3,645.00	\$45.00	\$2,025.00	\$70.00	\$3,150.00
		Total Bid Schedule			\$387,832.48	\$389,838.40	\$445,444.00	\$413,912.60	\$445,444.00	\$445,444.00	\$445,444.00	\$445,444.00	\$445,444.00	\$445,444.00	\$445,444.00	\$445,444.00	\$445,444.00



DRAFTAgenda Item Number : **2B****Request For Council Action****Date Submitted** 2014-09-08 13:54:17**Applicant** Cameron Cutler**Quick Title** Professional Services Agreement - Horrocks Engineering**Subject** Consider approval of an agreement to update the City Transportation Master Plan.**Discussion****Cost** \$76,250**City Manager Recommendation** In conjunction with the MPO this contract will update our existing Transportation Master Plan. Recommend approval.**Action Taken****Requested by** Cameron Cutler**File Attachments** [Horrocks, Master Trans Update 08-26-14.pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Horrocks, Master Trans Update 08-26-14.pdf](#)

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this (day) day of (Month), 2014, 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 Horrocks Engineers, with offices at 555 South Bluff Street, #101, 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 updating for the St. George City Transportation Master Plan Project (hereinafter called the PROJECT); and

WHEREAS, CONSULTANT has submitted a proposal dated August 13, 2014, which outlines the scope of work 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 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 dispose 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 material, 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.

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, for a target date of completion set at January 30, 2015.

- c. CONSULTANT shall perform its services according to the schedule upon receipt of a written Notice to Proceed from CITY. CITY may authorize costs to be incurred prior to such written Notice to Proceed. 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 subcontractor's 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 that 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 the both documents to CITY. 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.
- 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.
- 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.

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 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 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 \$703,000 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 \$2,407,700 Dollars.
 - 3. Broad form property damage insurance in an amount not less than \$281,300 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 \$2,000,000 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 vehicle used in the performance of the work in an amount not less than \$1,000,000 Dollars for one person and \$2,407,700 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 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, whether such claims or actions are rightfully or wrongfully brought or filed. In the case when a claim is brought or an action filed with respect to the subject of indemnity herein, CONSULTANT agrees that CITY may employ a separate attorney to appear and defend the claim or action on its own behalf at the expense of CONSULTANT. CONSULTANT shall be responsible for all costs associated with any claim, demand, action, suit or judgment including attorney fees for which they indemnify or defend CITY.
- 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.

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.
- 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 Contractor, 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:
- | | |
|---|---|
| <p>CITY:
 City of St. George
 175 East 200 North
 St. George, Utah 84770
 Attention: Cameron Cutler</p> | <p>CONSULTANT:
 Horrocks Engineers
 555 South Bluff Street, #101
 St. George, Utah 84770
 Attention: Lee Cabell</p> |
|---|---|
20. **GOVERNING LAW AND VENUE.** This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

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

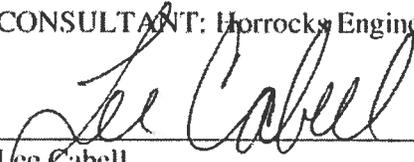
28. **CONSTRUCTION.** Each of the parties hereto has had the opportunity to review this agreement with counsel of their choosing and the rule of contracts requiring interpretation of a contract against the party drafting the same is hereby waived and shall not apply in interpreting this agreement.
29. **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

CONSULTANT: Horrocks Engineers

Jonathan T. Pike, Mayor



Lee Cabell
Principal

ATTESTED:

APPROVED AS TO FORM

Christina Fernandez, City Recorder

Paula Houston, Deputy City Attorney

To: Cameron Cutler, P.E., Public Works Director

From: Lee Cabell, P.E.
Aron Baker, P.E.



Date: August 25, 2014

MEMORANDUM

Subject: Proposal to Update St. George City's Transportation Master Plan

Thank you for meeting with us to discuss updating St. George City's Transportation Master Plan. We always appreciate the opportunity to work with the Engineering Division. From our conversation, we propose the following scope of work to help accomplish this task.

The City of St. George Master Traffic & Transportation Plan serves a variety of purposes. It is a vision document that defines the short- and long-term transportation system that the City needs in the future. The plan also provides policy direction for how decisions regarding the implementation of the transportation system should occur. It is a framework document that serves as a comprehensive reference guide regarding transportation issues in the City. Additionally, the plan provides priorities for implementing projects to meet short-term deficiencies while working towards the ultimate transportation system the City is trying to achieve. Since 1995 with the adoption of the first Master Traffic & Transportation Plan, millions of dollars have been realized in the City for transportation projects due to the plan's implementation. A current plan will assure the continuous flow of funding into the City's transportation system.

Horrocks Engineers completed your current Master Plan in February of 2009. With the changing growth patterns that have occurred during the past 5 years, it is now necessary to update aspects of the plan such as population to keep the plan current with the latest projections. It is our understanding that St. George City is satisfied with the current Transportation Master Plan and its organization, but the specific data should be updated to account for growth recently to establish trends for the coming years. The State of Utah has established a functional classification map for Washington County so this plan can be compared with the City's Road Masterplan and updated, if necessary. Therefore, the existing Plan will be updated to modify outdated information and match current land use trends, especially in the Little Valley, Washington Fields, and Hidden Valley areas.

The attached not-to-exceed fee will be charged on an hourly basis. The level of work presented here will require 5 months of work.

The Dixie MPO is concurrently performing bike masterplan work so bike planning will not be addressed in this project except to update Figure 33, "Recommended Bike Paths/Lanes Plan" to reflect the latest changes.

The Scope of Work is as follows:

TASK 1 – ANALYZE EXISTING CONDITIONS TO REFINE TRAFFIC MODEL

Evaluation of social, economic, and transportation related trends in St. George in recent years serves as a reference point in assessing the relative success of transportation and land use decisions. Population, housing, and employment trends and forecasts will be evaluated as part of this update. These trends will serve as a basis for planning level analysis to determine the overall development, the amount required to accommodate forecasted growth, and the amount of growth that may occur outside of the City.

The new Dixie Metropolitan Planning Organization model uses CUBE traffic modeling software and has recently updated its model for the urbanized area of Dixie. This task will compare this current model to St. George City land use data to refine forecasted traffic. The City has collected recent traffic counts. Horrocks Engineers will augment these counts with as many as 32 counts at important locations. These counts will be used to compare results of the current model and help with fine adjustments in the model.

UDOT performs bridge and culvert inspections to evaluate how they are functioning and what condition they are in. As bridges are an essential piece of the transportation system, these bridge performance ratings will be scrutinized and included in the list of project improvements, if necessary.

If there is any other traffic data that has been acquired that would be helpful to analyzing existing conditions, it will be gathered and applied in Task 1. Essentially, any data is valuable that can be included as model input. The existing model will then be run to establish base conditions.

Horrocks Engineers will coordinate with staff during this essential data-gathering stage.

TASK 2 – DEVELOPMENT OF TRANSPORTATION SCENARIOS

The next step involves the projection of future transportation needs and identification of deficiencies to address the city-wide transportation issues. This step is composed of analyzing model output and applying it to overall land use and road master plans to be sure that future infrastructure can accommodate future growth.

Key work tasks involve a coordinated effort to:

- Perform a review of the current and future land uses and transportation network in the model, such as at the old airport site and the new Dixie Drive interchange.
- Review Road Masterplan and compare with UDOT's Statewide Functional Classification Map.

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- Suggest any changes in the Road Masterplan to align with land use and future traffic trends.
 - Utilize the latest DMPO CUBE model and traffic volumes to develop calibrated and validated traffic projections for the current MPO model planning years for 5-year, 10-year, and 20-year scenarios.
 - Review planning level traffic “screenlines” to compare road volumes. Screenlines allow an intuitive look at current and future conditions to determine if there are enough road lanes to accommodate traffic now and into the future.
 - Meet with staff to discuss model output, maps, and screenlines to determine transportation system adequacy.
 - Analyze critical arterial corridors to examine what spot improvements can be programmed to enhance capacity and increase safety in the corridor. Standard access management principles will be evaluated when recommending these spot improvements. Concept sketches will be prepared for corridors that are of particular concern due to traffic and safety issues made apparent by analyzing model output. The corridor safety sketches will show possible impacts when certain spot improvements are integrated into the roadway.
 - Utilize UDOT’s corridor safety database to more closely investigate high-accident corridors to determine causes of accidents on these segments. Improvements will be targeted as a strategy to decrease accidents in these segments.
 - Hold one Open House at a prominent location to allow public discussion of the City’s plans with the public. This Open House could be integrated into the Dixie Transportation Expo, but for this scope, it is proposed as a stand-alone event since the Expo is 9 months away.

TASK 3 – CAPITAL FACILITIES PLAN UPDATE

Upon completion of Task 2, projects can then be identified and evaluated. Projects consist of new roadways, widening existing roadways, improving intersections to include traffic signals, roundabouts, bridges, grade-separated interchanges, road diets, or other improvement methods to enhance the transportation system.

- Verify existing proposed projects in the Capital Facilities Plan and identify additional projects. Once projects are targeted, they are prioritized into short- and long-term projects with an emphasis on resolving existing deficiencies first.
- Review cost estimates. Update construction costs and verify quantities. These costs will be helpful when programming funds for future years and approaching other agencies for budget participation.
- Prepare prioritized list of improvements for each planning year with associated costs & funding opportunities.
- Update project improvement maps and databases for the purpose of displaying and tracking projects.

TASK 4 – SPECIAL CONSIDERATIONS

The following items will be updated according to guidelines internally developed by staff that now needs to be integrated into the Plan:

- Prepare criteria to use smaller street cross sections;
- Prepare prioritized list of improvements;
- Update the Plan to include all review comments and changes mentioned in Tasks 1 through 3.

TASK 5 – SUPPORTING DATA FOR STREET IMPACT FEE UPDATE

Impact fees are a one-time charge developers pay to help finance their proportionate share of the cost of the roads, parks, schools and other facilities necessary to serve their new developments. In St. George, impact fees are due at the time a building permit is issued. The funds collected cannot be used for operation, maintenance, repair, alteration, or replacement of existing capital facilities and cannot be added to general revenue. The amount of the fee must be clearly linked to the added service cost.

An Impact Fee Study is not included with this scope of work, but this study will update the project nexus so specific projects that are identified in Task 3 are listed in a future Impact Fee Study.

This task will determine the amount of recommended improvements that are caused by new growth, revise the cost estimates, and update necessary data that is used for impact fee studies.

SUMMARY OF CHANGES TO BE MADE IN THE MASTERPLAN:

The format of the study document will not change but it will be necessary to change specific data and information to reflect conditions found in 2014. The following portions of the 2009 document will be changed in this scope of work:

- 1) Executive Summary
- 2) 1.0 – Introduction
- 3) Update Vision Statement
- 4) Update Road Master Plan
- 5) 1.4 – Study Process (utilizing Open Houses, not a Technical Advisory Committee)
- 6) 2.0 – Existing Land Use
- 7) Figure 4, Zoning Map

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- 8) 3.0 – Socio-Economic, Population and Employment
 - 9) Table 2, Figures 5 - 8
 - 10) 4.3 – Intelligent Transportation System (ITS)
 - 11) Update Figure 9-10
 - 12) 4.4 – Roadway Inventory
 - 13) Figure 11, Street System Inventory
 - 14) 4.5 – Bridges
 - 15) Table 3 & Figure 12
 - 16) 5.0 – Traffic Volumes
 - 17) Figure 14, Traffic Volume Map
 - 18) Figures 15-17
 - 19) 5.4 – Transportation Model
 - 20) 5.5 – Modeling Procedure
 - 21) Figure 18, Traffic Analysis Zones
 - 22) 5.8 – Screenlines
 - 23) Figures 19 – 26
 - 24) Figure 27, Recommended Road Master Plan
 - 25) 6.0 – Safety
 - 26) Figures 28 – 31
 - 27) Figure 32, Urban Trail Map
 - 28) Figure 33, Recommended Bike Paths/Lanes Plan
 - 29) Update project lists and cost estimates
 - 30) Provide corridor concept sketches
 - 31) Provide data for future Impact Fee Study document

Assumptions: The City would provide available traffic counts, bridge inspection data from UDOT, ITS plans, GIS base maps, accident data, planning maps, documents, electronic files, and studies.

City of St. George Master Traffic & Transportation Plan Update

Manhour & Fee Estimate

Task & Description	Total Cost	Total Hours	QA/QC Engineer Lee C.	Senior Engineer Aron B.	Traffic Engineer Michael H.	Senior Design Technician Shannon	Engineer E.I.T. Tim S.	Clerical Jenny D.
BILLING RATE			\$159	\$137	\$114	\$86	\$82	\$49
TASK 1 - ANALYZE EXISTING CONDITIONS								
Prepare and Hold Team Meetings to Discuss Conditions	\$1,322	12	2	4	4		2	
Integrate City's Existing Traffic Counts	\$593	9		1	4		4	
Perform Traffic Counts to Augment City Data for Model	\$8,453	89	1	1	50	28	8	1
Review Land Use Data	\$1,085	15	1	6	6		2	
Run Base Year Traffic Model and Review Results	\$1,916	16		4	12			
TASK 2 - DEVELOPMENT OF TRANSPORTATION SCENARIOS								
Review Future Land Use and Road Networks	\$1,555	13	1	4	6		2	
Prepare and Hold Team Meetings to Discuss Model Scenarios	\$1,902	16	4	4	4		2	2
Develop Calibrated and Validated Traffic Projections	\$1,468	14			10		4	
Prepare and Update Planning Screenlines	\$2,775	23	1	12	4	6		
Analyze Corridors and Prepare Corridor Concept Sketches	\$9,184	88	2	8	42	24	10	2
Review UDOT Corridor Safety Data and Determine Safety Spot Improvements	\$3,120	30		4	12	14		
Hold an Open House for the Public for the Transportation Master Plan	\$2,300	24	3	3	6	2	2	8
Run Future Year Traffic Models	\$4,342	38		6	28		4	
TASK 3 - CAPITAL FACILITIES PLAN UPDATE								
Verify Proposed Projects, Identify Additional Projects	\$2,008	16		8	8			
Prepare and Hold Team Meetings to Discuss Project Prioritization	\$3,229	27	5	8	8		4	2
Prepare Prioritized List of Improvements	\$1,596	12	2	6	4			
Update Project Improvement Plan Maps and Databases	\$2,292	24		4	2	10	8	
Review Cost Estimates	\$3,492	36		4	8	16	8	
TASK 4 - SPECIAL CONSIDERATIONS								
Prepare Criteria to Use Smaller Street Cross Sections	\$798	6	1	3	2			
Update Report to Accommodate All Changes	\$6,110	54	6	12	16	12	8	
Meetings to Discuss Status and Results, Report Distribution	\$2,486	20	4	6	6	4		
Assemble Plan, Copy, and Distribute	\$1,236	14		4			6	4
TASK 5 - SUPPORTING DATA FOR FUTURE STREET IMPACT FEE								
Determine Growth-Related Traffic Increase	\$2,508	20	2	0	12			
Update Project Improvement Nexus	\$1,322	10	2	4	4			
Update Impact Fee Costs for Each Project	\$2,155	17	3	8	6	2		
Total Labor	\$71,139	643	40	128	264	118	74	19

Direct Costs: (10%)

\$7,110

PROJECT TOTAL

\$78,250





FEE SCHEDULE

	Hourly Billed Rate
<u>Engineers</u>	
Sr. Principal Engineer	\$187.00
Principal Engineer II	\$159.00
Principal Engineer	\$131.00
Senior Engineer	\$167.00
Sr. Associate Engineer, P.E.	\$137.00
Associate Engineer, P.E.	\$122.00
Sr. Engineer II, P.E.	\$174.00
Sr. Engineer, P.E.	\$133.00
Engineer II, P.E.	\$114.00
Engineer, P.E.	\$97.00
Engineer	\$82.00
<u>Other Professionals and Technicians</u>	
Sr. Planner	\$154.00
Planner II	\$87.00
Planner	\$64.00
Sr. Environmental Specialist	\$144.00
Environmental Specialist	\$109.00
Sr. Communication Specialist	\$137.00
Communication Specialist	\$80.00
Sr. Design Technician II	\$111.00
Sr. Design Technician	\$86.00
Design Technician	\$56.00
Sr. CAD Technician	\$76.00
CAD Technician	\$55.00
Field Engineer	\$106.00
Sr. Field Technician	\$76.00
Field Technician	\$60.00
Jr. Field Technician	\$38.00
Vac Truck/Camera Tech	\$53.00
<u>Surveyors</u>	
Sr. Licensed Surveyor	\$127.00
Licensed Surveyor	\$102.00
Sr. Surveyor/ROW Technician	\$84.00
Surveyor/ROW Technician	\$62.00
<u>Support Staff</u>	
Administrative Assistant	\$58.00
Clerical	\$49.00
<u>Equipment</u>	
Global Positioning System	\$16.70 / hour
HDS 3D Scanner	\$100.00 / hour
Vacuum Truck	\$220.00 / hour
CCTV Camera Truck	\$185.00 / hour
SUE Testing Equipment	\$11.10 / hour
Ground Penetrating Radar	\$26.70 / hour
Troxler Nuclear Density Gauge	\$16.70 / test
Asphalt Content Tester	\$44.40 / test
Gyratory Compactor	\$44.40 / test
Traffic Counter	\$22.20 / day
Travel and Subsistence	at cost
Mileage	\$0.63 / mile
Subconsultant	Cost + 10%
Other Direct Costs	Cost + 10%

Rates are effective through February 28, 2015

DRAFTAgenda Item Number : **5A**

Request For Council Action

Date Submitted 2014-09-11 09:11:13**Applicant****Quick Title** Resolution Approving Promissory Note

Subject This is a Resolution approving Promissory Note from the Replacement Airport Fund to the City in the amount of \$7,545,757. This is to repay General Fund money spent on the construction of the new airport. Interest rate is the PTIF monthly rate until paid.

Discussion**Cost** \$0.00

City Manager Recommendation In order to get the property released at the old Airport the City needs to identify where proceeds from any sale of land at the airport will go. The funds from the sale have to go for reimbursement of City funds used for the new Airport or for future improvements at the new Airport. This resolution recognizes funds owned to the General fund for costs at the new Airport.

Action Taken**Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **5B****Request For Council Action**

Date Submitted 2014-09-11 09:07:26**Applicant****Quick Title** Resolution Approving Promissory Note**Subject** This is a Promissory Note from the Replacement Airport Fund to the City for \$10,227,000 plus interest (7.95% until 2024; PTIF rate until repaid thereafter--the interest paid will be reduced by ARRA interest rebates as they are received. This Note repays the Excise Tax RB Series 2009A&B.**Discussion****Cost** \$0.00**City Manager Recommendation** Excise bond funds were used as a portion of the City's match at new airport. This action recognizes the advancement of those funds and allows reimbursement if property is sold at old Airport. Recommend approval.**Action Taken****Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, AUTHORIZING A
PROMISSORY NOTE BETWEEN THE CITY OF ST. GEORGE AND THE ST.
GEORGE MUNICIPAL REPLACEMENT AIRPORT FUND
(GENERAL FUND)**

WHEREAS, the City of St. George (hereinafter “City”) previously operated an airport on the property generally located at 317 S. Donlee Drive, St. George, Utah 84770 (hereinafter the “Former Airport Site”); and

WHEREAS, the City has constructed a new airport with funds from the Federal Aviation Administration (hereinafter the “FAA”) and matching funds from the City; and

WHEREAS, the City has expended general fund money for the acquisition and construction of the new airport with the anticipation that the airport fund would reimburse the City general fund; and

WHEREAS, the City also desires to sell property at the Former Airport Site over time and use the proceeds from property transactions to reimburse the City for the general fund expenditures for the acquisition and construction of the new airport on appropriate terms and in accordance with applicable law, and to otherwise use such proceeds for the benefit of the airport fund or as otherwise permitted by law; and

WHEREAS, the City wishes to memorialize the obligation to repay the City’s general fund from funds received from the sale of property at the Former Airport Site;

NOW, THEREFORE, BE IT RESOLVED:

That the City of St. George adopts the Promissory Note attached in the amount of \$7,545,757.00 (plus accrued interest as provided in the Promissory Note). Furthermore, the proceeds from property transactions at the Former Airport Site shall be applied to reimburse the general fund’s airport development expenditures on appropriate terms and in accordance with applicable law, and such proceeds otherwise shall be used for the benefit of the airport fund or as otherwise permitted by law.

APPROVED AND ADOPTED this 18th day of September, 2014.

ATTEST:

Jon Pike, Mayor

**PROMISSORY NOTE BETWEEN THE CITY OF ST. GEORGE AND THE ST.
GEORGE MUNICIPAL REPLACEMENT AIRPORT FUND
(GENERAL FUND LOAN)**

\$7,545,757.00

Effective as of July 1, 2010

FOR VALUE RECEIVED, the **ST. GEORGE REPLACEMENT AIRPORT FUND**, which fund is used exclusively to pay for the construction of the St. George Municipal Airport, a public-use airport, as such term is defined in 49 U.S.C. § 47101(22), having an address at 4550 S. Airport Parkway, St. George, Utah 84790 (the "**Borrower**"), promises to pay the **CITY OF ST. GEORGE, UTAH**, a municipal corporation of the State of Utah (the "**Lender**"), the principal sum of Seven Million Five Hundred Forty Five Thousand Seven Hundred Fifty Seven and 00/100 Dollars (\$7,545,757.00) with interest on the unpaid amount in accordance with the schedule set forth in Section 2 of this Promissory Note . This Promissory Note may be referred to herein as the "**Note**," and the loan evidenced hereby may be referred to herein as the "**Loan**." The Borrower and the Lender may be collectively referred to as the "**Parties**".

1. **PAYMENTS OF PRINCIPAL.** The unpaid principal shall be payable in full on any future date on which the Lender demands repayment (the "Due Date"). Payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

2. **INTEREST RATE.** The interest rate on the unpaid principal balance shall accrue at the monthly rate paid by the Utah Public Treasurers' Investment Fund for each month in which unpaid principal is outstanding and calculated on a 360-day basis.

3. **PREPAYMENT.** Borrower shall have the right at any time and from time to time to prepay the principal balance under this Note, in whole or in part, prior to the Due Date without penalty or additional charge of any kind or nature and any such prepayment shall be applied as set forth in Section 1 of this Note.

4. **EVENTS OF DEFAULT.** If any of the following events occur, this Note and any other obligations of the Borrower to the Lender shall become due immediately, without demand or notice unless Lender otherwise agrees in writing:

- (a) The failure of the Borrower to pay the principal in full on or before the Due Date; or
- (b) The release of the Airport and its sponsor(s) from all grant obligations to the Federal Aviation Administration (FAA).

5. **CERTAIN RIGHTS AND WAIVERS.**

- (a) This Note may not be amended, supplemented, or modified except by a writing executed by both Borrower and Lender.

(b) Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be binding upon and run to the benefit of Borrower and Lender, and their respective successors and assigns.

6. **NOTICE**. All notices, demands, elections and other communications under this Note shall be in writing and shall be deemed given when made by personal delivery, or sent by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed given on the date on which the notice is received by a party in the case of personal delivery, or the date on which it is deposited in the U.S. Mail:

If to Lender: Mayor, City of St. George
175 East 200 North
St. George, UT 84770

If to Borrower: City of St. George Airport
ATTN: Public Works Director
175 East 200 North
St. George, UT 84770

7. **APPLICABLE LAW**. This Note shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

IN WITNESS WHEREOF, Borrower has executed and delivered this Promissory Note on this _____ day of _____, 2014

BORROWER:
ST. GEORGE MUNICIPAL AIRPORT REPLACEMENT AIRPORT FUND

By:
Name: JONATHAN T. PIKE,
MAYOR, CITY OF ST. GEORGE

ATTEST:

By:
Name: CHRISTINA FERNANDEZ
Title: CITY RECORDER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, AUTHORIZING A
PROMISSORY NOTE BETWEEN THE CITY OF ST. GEORGE AND THE ST.
GEORGE MUNICIPAL REPLACEMENT AIRPORT FUND
(EXCISE TAX REVENUE BOND SERIES 2009A AND 2009B)**

WHEREAS, the City of St. George (hereinafter “City”) previously operated an airport on the property generally located at 317 S. Donlee Drive, St. George, Utah 84770 (hereinafter the “Former Airport Site”); and

WHEREAS, the City has constructed a new airport with funds from the Federal Aviation Administration (hereinafter the “FAA”) and matching funds from the City; and

WHEREAS, the City, in December of 2009, issued an Excise Tax Revenue Bond, (hereinafter the “Bond”), a portion of which was used to fund the acquisition and construction of the new airport with the anticipation that the airport fund would reimburse the cost of issuance and payment of the principal and interest of the Bond, which costs are currently being paid from the general fund; and

WHEREAS, the City also desires to sell property at the Former Airport Site over time and use the proceeds from property transactions to reimburse the City for the cost of issuance, principal and interest paid on the Bond as well as the general fund’s airport development expenditures on appropriate terms and in accordance with applicable law, and to otherwise use such proceeds for the benefit of the airport fund or as otherwise permitted by law; and

WHEREAS, the City wishes to memorialize the obligation to repay the costs associated with the issuance and payment of the Bonds from funds received from the sale of property at the Former Airport Site;

NOW, THEREFORE, BE IT RESOLVED:

That the City of St. George adopts the Promissory Note attached in the amount of \$10,227,000.00 (plus accrued interest as provided in the Promissory Note). Furthermore, the proceeds from property transactions at the Former Airport Site shall be applied to reimburse the general fund’s airport development expenditures on appropriate terms and in accordance with applicable law, and such proceeds otherwise shall be used for the benefit of the airport fund or as otherwise permitted by law.

APPROVED AND ADOPTED this 18th day of September, 2014.

ATTEST:

Jon Pike, Mayor

**PROMISSORY NOTE BETWEEN THE CITY OF ST. GEORGE AND THE ST.
GEORGE MUNICIPAL REPLACEMENT AIRPORT FUND
(EXCISE TAX REVENUE BONDS SERIES 2009A AND 2009B)**

\$10,227,000.00

Effective as of December 15, 2009

FOR VALUE RECEIVED, the **ST. GEORGE REPLACEMENT AIRPORT FUND**, which fund is used exclusively to pay for the construction of the St. George Municipal Airport, a public-use airport, as such term is defined in 49 U.S.C. § 47101(22), having an address at 4550 S. Airport Parkway, St. George, Utah 84790 (the "**Borrower**"), promises to pay the **CITY OF ST. GEORGE, UTAH**, a municipal corporation of the State of Utah (the "**Lender**"), the principal sum of Ten Million Two Hundred Twenty Seven Thousand and 00/100 Dollars (\$10,227,000.00) with interest on the unpaid amount in accordance with the schedule set forth in Section 2 of this Promissory Note . This Promissory Note may be referred to herein as the "**Note**," and the loan evidenced hereby may be referred to herein as the "**Loan**." The Borrower and the Lender may be collectively referred to as the "**Parties**".

1. **PAYMENTS OF PRINCIPAL.** The unpaid principal shall be payable in full on any future date on which the Lender demands repayment (the "Due Date"). Payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

2. **INTEREST RATE.** The interest rate on the unpaid principal balance shall accrue as follows:

12/15/2009 through 06/01/2024, 7.950% per annum, based on a 365-day basis;

06/02/2024 until paid in full, interest shall accrue at the monthly rate paid by the Utah Public Treasurers' Investment Fund for each month in which unpaid principal is outstanding.

3. **AMERICAN RECOVERY & REINVESTMENT ACT (ARRA).** The interest charged by Lender to Borrower as set forth in Section 2 of this Note shall be reduced by any ARRA direct refundable credit payment from the Federal government on the Excise Tax Revenue Bonds Series 2009A and 2009B.

4. **PREPAYMENT.** Borrower shall have the right at any time and from time to time to prepay the principal balance under this Note, in whole or in part, prior to the Due Date without penalty or additional charge of any kind or nature and any such prepayment shall be applied as set forth in Section 1 of this Note.

5. **EVENTS OF DEFAULT.** If any of the following events occur, this Note and any other obligations of the Borrower to the Lender shall become due immediately, without demand or notice unless Lender otherwise agrees in writing:

- (a) The failure of the Borrower to pay the principal in full on or before the Due Date; or

(b) The release of the Airport and its sponsor(s) from all grant obligations to the Federal Aviation Administration (FAA).

6. **CERTAIN RIGHTS AND WAIVERS.**

(a) This Note may not be amended, supplemented, or modified except by a writing executed by both Borrower and Lender.

(b) Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be binding upon and run to the benefit of Borrower and Lender, and their respective successors and assigns.

7. **NOTICE.** All notices, demands, elections and other communications under this Note shall be in writing and shall be deemed given when made by personal delivery, or sent by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed given on the date on which the notice is received by a party in the case of personal delivery, or the date on which it is deposited in the U.S. Mail:

If to Lender: Mayor, City of St. George
175 East 200 North
St. George, UT 84770

If to Borrower: City of St. George Airport
ATTN: Public Works Director
175 East 200 North
St. George, UT 84770

8. **APPLICABLE LAW.** This Note shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

IN WITNESS WHEREOF, Borrower has executed and delivered this Promissory Note on this _____ day of _____, 2014

BORROWER:
ST. GEORGE MUNICIPAL AIRPORT REPLACEMENT AIRPORT FUND

By:
Name: JONATHAN T. PIKE,
MAYOR, CITY OF ST. GEORGE

ATTEST:

By:
Name: CHRISTINA FERNANDEZ
Title: CITY RECORDER

DRAFT

Agenda Item Number : **5C**

Request For Council Action

Date Submitted 2014-09-11 09:04:00

Applicant

Quick Title Resolution Approving Promissory Note

Subject This is a Promissory Note from the Replacement Airport Fund to the City for \$9,147,636.34 plus interest (3.84% until 2018; PTIF rate until paid thereafter). This is for payback of the 2009 STRRB (which refinanced the 2007 STRB).

Discussion

Cost \$0.00

City Manager Recommendation Reimbursement of funds from the Sales Tax revenue bonds which a portion was used at new Airport. Recommend approval.

Action Taken

Requested by Shawn Guzman

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, AUTHORIZING A
PROMISSORY NOTE BETWEEN THE CITY OF ST. GEORGE AND THE ST.
GEORGE MUNICIPAL REPLACEMENT AIRPORT FUND
(2009 SALES TAX REFUNDING REVENUE BONDS
a.k.a. 2007 SALES TAX REVENUE BONDS)**

WHEREAS, the City of St. George (hereinafter “City”) previously operated an airport on the property generally located at 317 S. Donlee Drive, St. George, Utah 84770 (hereinafter the “Former Airport Site”); and

WHEREAS, the City has constructed a new airport with funds from the Federal Aviation Administration (hereinafter the “FAA”) and matching funds from the City; and

WHEREAS, the City, in November of 2007, issued a 2007 Sales Tax Revenue Bond, and later refinanced the 2007 Bond by issuing the 2009 Sales Tax Refunding Revenue Bonds (hereinafter the “Bond”), a portion of which was used to fund the acquisition and construction of the new airport with the anticipation that the airport fund would reimburse the cost of issuance and payment of the principal and interest of the Bond, which costs are currently being paid from the general fund; and

WHEREAS, the City also desires to sell property at the Former Airport Site over time and use the proceeds from property transactions to reimburse the City for the cost of issuance, principal and interest paid on the Bond as well as the general fund’s airport development expenditures on appropriate terms and in accordance with applicable law, and to otherwise use such proceeds for the benefit of the airport fund or as otherwise permitted by law; and

WHEREAS, the City wishes to memorialize the obligation to repay the costs associated with the issuance and payment of the Bonds from funds received from the sale of property at the Former Airport Site;

NOW, THEREFORE, BE IT RESOLVED:

That the City of St. George adopts the Promissory Note attached in the amount of \$9,147,636.34 (plus accrued interest as provided in the Promissory Note). Furthermore, the proceeds from property transactions at the Former Airport Site shall be applied to reimburse the general fund’s airport development expenditures on appropriate terms and in accordance with applicable law, and such proceeds otherwise shall be used for the benefit of the airport fund or as otherwise permitted by law.

APPROVED AND ADOPTED this 18th day of September, 2014.

ATTEST:

Jon Pike, Mayor

**PROMISSORY NOTE BETWEEN THE CITY OF ST. GEORGE AND THE ST.
GEORGE MUNICIPAL REPLACEMENT AIRPORT FUND
(2009 SALES TAX REFUNDING REVENUE BONDS
a.k.a. 2007 SALES TAX REVENUE BONDS)**

\$9,147,636.34

Effective as of November 28, 2007

FOR VALUE RECEIVED, the **ST. GEORGE REPLACEMENT AIRPORT FUND**, which fund is used exclusively to pay for the construction of the St. George Municipal Airport, a public-use airport, as such term is defined in 49 U.S.C. § 47101(22), having an address at 4550 S. Airport Parkway, St. George, Utah 84790 (the "**Borrower**"), promises to pay the **CITY OF ST. GEORGE, UTAH**, a municipal corporation of the State of Utah (the "**Lender**"), the principal sum of Nine Million One Hundred Forty Seven Thousand Six Hundred Thirty Six and 32/100 Dollars (\$9,147,636.34) with interest on the unpaid amount in accordance with the schedule set forth in Section 2 of this Promissory Note . This Promissory Note may be referred to herein as the "**Note**," and the loan evidenced hereby may be referred to herein as the "**Loan**." The Borrower and the Lender may be collectively referred to as the "**Parties**".

1. **PAYMENTS OF PRINCIPAL**. The unpaid principal shall be payable in full on any future date on which the Lender demands repayment (the "Due Date"). Payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

2. **INTEREST RATE**. The interest rate on the unpaid principal balance shall accrue as follows:

11/28/2007 through 05/01/2018, 3.84% per annum, based on a 360 day basis;

05/02/2018 until paid in full, interest shall accrue at the monthly rate paid by the Utah Public Treasurers' Investment Fund for each month in which unpaid principal is outstanding.

3. **PREPAYMENT**. Borrower shall have the right at any time and from time to time to prepay the principal balance under this Note, in whole or in part, prior to the Due Date without penalty or additional charge of any kind or nature and any such prepayment shall be applied as set forth in Section 1 of this Note.

4. **EVENTS OF DEFAULT**. If any of the following events occur, this Note shall become due immediately, without demand or notice unless Lender otherwise agrees in writing:

- (a) The failure of the Borrower to pay the principal in full on or before the Due Date; or
- (b) The release of the Airport and its sponsor(s) from all grant obligations to the Federal Aviation Administration (FAA).

5. **CERTAIN RIGHTS AND WAIVERS.**

(a) This Note may not be amended, supplemented, or modified except by a writing executed by both Borrower and Lender.

(b) Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be binding upon and run to the benefit of Borrower and Lender, and their respective successors and assigns.

6. **NOTICE.** All notices, demands, elections and other communications under this Note shall be in writing and shall be deemed given when made by personal delivery, or sent by registered or certified mail, postage prepaid, return receipt requested. Notice shall be deemed given on the date on which the notice is received by a party in the case of personal delivery, or the date on which it is deposited in the U.S. Mail:

If to Lender: Mayor, City of St. George
175 East 200 North
St. George, UT 84770

If to Borrower: City of St. George Airport
ATTN: Public Works Director
175 East 200 North
St. George, UT 84770

7. **APPLICABLE LAW.** This Note shall be governed by and construed in accordance with the laws of the State of Utah and applicable federal law.

IN WITNESS WHEREOF, Borrower has executed and delivered this Promissory Note on this _____ day of _____, 2014

BORROWER:

ST. GEORGE MUNICIPAL AIRPORT REPLACEMENT AIRPORT FUND

By:

Name: JONATHAN T. PIKE,
MAYOR, CITY OF ST. GEORGE

ATTEST:

By:

Name: CHRISTINA FERNANDEZ
Title: CITY RECORDER

DRAFTAgenda Item Number : **5D**

Request For Council Action

Date Submitted 2014-09-10 13:36:26**Applicant** City of Saint George**Quick Title** Resolution to Submit Property Release Request to FAA

Subject Resolution authorizing the submission of a request to the FAA for release of the property on the former airport site. The City is obligated to seek this release under the terms of various FAA grants that were received by the City to assist in the operation and maintenance of the former airport. A release of a 40 acre parcel was previously granted by the FAA. This request will cover the remainder of the former airport site. The proceeds from any property sales will be used for the reimbursement to the City for its share of construction and property acquisition costs and operation of the current airport.

Discussion**Cost** \$0.00

City Manager Recommendation Formal request to FAA to release the old Airport property. This is a formality of the rules of the FAA. Recommend approval.

Action Taken**Requested by** Shawn Guzman**File Attachments** [RESOLUTION for Request for Release.docx](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [RESOLUTION for Request for Release.docx](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ST. GEORGE, UTAH, AUTHORIZING A REQUEST TO RELEASE CERTAIN PROPERTY FROM AIRPORT OBLIGATIONS AND OBLIGATING THE USE OF ANY PROCEEDS RECEIVED FROM TRANSACTIONS INVOLVING THE PROPERTY

WHEREAS, the City of St. George (hereinafter “St. George”) previously operated an airport on the property generally located at 317 S. Donlee Drive, St. George, Utah 84770 (hereinafter the “Former Airport Site”); and

WHEREAS, St. George has constructed a new airport at a different location and no longer operates an airport on the location of the Former Airport Site; and

WHEREAS, the Federal Aviation Administration (hereinafter the “FAA”) previously released a 40-acre parcel of land at the Former Airport Site from all federal aviation obligations to allow the City to dispose of that parcel; and

WHEREAS, the FAA is authorized to grant St. George’s request for a full release of all property at the Former Airport Site if the FAA determines that the Former Airport Site no longer serves an aeronautical purpose and the request is otherwise consistent with the FAA’s requirements; and

WHEREAS, St. George previously sought to sell the Former Airport Site to provide a source of funding for the development of the new airport, but the sale failed do to economic conditions; and

WHEREAS, St. George obtained alternate funding for the development of the new airport from portions of general revenue bonds that it issued and through an internal loan of general funds to the airport fund, and the general fund anticipated that the airport fund would reimburse these airport development funds on appropriate terms and in accordance with applicable law; and

WHEREAS, St. George desires to obtain from the FAA a full release of all aeronautical obligations that may apply to the Former Airport Site; and

WHEREAS, St. George also desires to sell property at the Former Airport Site over time and use the proceeds from property transactions to reimburse the general fund’s airport development expenditures on appropriate terms and in accordance with applicable law, and to otherwise use such proceeds for the benefit of the airport fund or as otherwise permitted by law;

NOW, THEREFORE, BE IT RESOLVED:

That the City of St. George respectfully requests that the FAA provide a full release of the Former Airport Site, including for disposal of the property, because the property no longer serves any aeronautical purpose, all aeronautical obligations have now transferred to the new airport,

the FAA has already released a portion of the Former Airport Site, and proceeds from the property are needed to reimburse the general fund's airport development expenditures. Furthermore, the Mayor of the City of St. George is authorized to submit a request for a release to the FAA consistent with the purposes of this resolution. Furthermore, the proceeds from property transactions at the Former Airport Site shall be applied to reimburse the general fund's airport development expenditures on appropriate terms and in accordance with applicable law, and such proceeds otherwise shall be used for the benefit of the airport fund or as otherwise permitted by law.

APPROVED AND ADOPTED this ____ day of September, 2014.

ATTEST:

Jon Pike, Mayor

DRAFTAgenda Item Number : **5E**

Request For Council Action

Date Submitted 2014-09-09 09:32:49**Applicant** Paula Houston**Quick Title** Resolution Appointing Administrative Law Judge**Subject** Re-appoint Brad Young as an Administrative Law Judge

Discussion Brad Young was appointed as an administrative law judge (ALJ) and served as the ALJ for several years. He then became the backup ALJ but because it has been some time since he has provided these services, we would like him to be reappointed. He will act as our interim ALJ and as a back up ALJ when the new ALJ is hired.

Cost \$0.00

City Manager Recommendation Brad Young has had experience in this role in the past. Recommend reappointment.

Action Taken**Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:**

Additional Comments Brad Young was a code enforcement officer for the City of St. George and is familiar with the process. He served as the ALJ for several years so he is qualified to fill this position.

RESOLUTION No. _____

A RESOLUTION APPOINTING A NEW ADMINISTRATIVE LAW JUDGE

WHEREAS, the City of St. George in 2003 adopted an administrative law program as an additional option to process code enforcement cases for the City of St. George and this program requires the appointment of an administrative law judge(ALJ) to hear cases pursuant to St. George Municipal Code Title 1, Chapter 12; and

WHEREAS, Brad Young was appointed by the Mayor and City Council May 7, 2009 as the administrative law judge and he served in that capacity until May 2010 when he resigned as the primary ALJ but continued to serve as a reserve ALJ for times when the primary ALJ was not available or had a conflict; and

WHEREAS, the City of St. George, after review of his resume and work history, has determined that it is appropriate to reappoint Brad Young as an administrative law judge.

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

Brad Young is hereby appointed as the administrative law judge.

This Resolution shall become effective immediately upon passage.

APPROVED AND ADOPTED by the City Council of the City of St. George, this _____ day of September, 2014.

CITY OF ST. GEORGE

Jonathan T. Pike, Mayor

ATTEST:

Christina Fernandez, City Recorder

DRAFTAgenda Item Number : **6A**

Request For Council Action

Date Submitted 2014-09-11 09:22:05**Applicant** Bonnie Hallman**Quick Title** Local Consent for Single Event Alcohol Permit**Subject** Applicant requests local consent for Single Event Alcohol Permit. This is an annual fund raising event for Habitat for Humanity. The event will be held at the Sun River Ballroom 1860 Horizon View Drive. Applicant is also asking for a waiver of the application and permit fees. Applicant meets all requirements.**Discussion****Cost** \$0.00**City Manager Recommendation** Annual fundraising event for the Habitat for Humanity. Have not had problems with this event in past years. Recommend approval.**Action Taken****Requested by** Shiloh Kirkland**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

SINGLE EVENT PERMIT
Local Consent

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

AUTHORITY: Utah Code 32B-9-201

City of St. George
Local business license authority

[] City [] Town [] County

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

Applicant Entity/Organization: Habitat for Humanity of Southwest Utah

Event Name: Grande Masquerade Ball - Benefit Event

Event location address: 1860 Horseshoe View Drive St. George UT 84790
street city state zip

On the 1st day(s) of November, 2014
dates month year

during the hours of 4 - 10 pm, pursuant to the provision of Utah Code 32B-9.
defined hours from - to

Authorized Signature

Name/Title

Date



Now More Than Ever.
Help Build It!

September 10, 2014

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

RE: Waiver of Alcohol Permit Fee

To whom it may concern:

We respectfully request a waiver of the permit fee for an "Alcohol Single Event Permit" regarding our 3rd annual gala event. This year's fundraising even, the Grande Masquerade Ball, will be held at the beautiful Sun River Ballroom and sponsored in part by Zions Bank.

If you have any questions about Habitat for Humanity of Southwest Utah or our Grande Masquerade Ball – November 1, 2014, please feel free to contact me at (435) 674-7669 or email community@habitatswu.org.

Thank you for your consideration and approval.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie".

Bonnie Char Hallman
Director of Development and Community Relations

CITY OF ST GEORGE
APPLICATION FOR ALCOHOL SINGLE EVENT PERMIT
175 EAST 200 NORTH
ST. GEORGE, UTAH 84770

-
1. Name of organization: Habitat for Humanity of Southwest Utah
2. Address: 1070 W 1600 So SG UT 84770
Street City State Zip
3. Phone number: 674-7669 Fax: 674-1343
4. Person to contact: Bonnie Hallman
5. Type of organization: (check one) Please include a list of officers.
- | | |
|--|---|
| <input type="checkbox"/> Incorporation Association | <input type="checkbox"/> Political Organization |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Co. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Local Chapter |
| <input type="checkbox"/> Church | <input checked="" type="checkbox"/> NON-PROFIT entity |
6. Applicants Name: Bonnie Hallman
Social Security Number
7. Applicants residence address: 556 E 600 So SG UT 84770
Street City State Zip
8. Applicants Phone number: 435-463-4563 Cell
9. Name of event: Grande Masquerade Ball
10. Purpose of event: Fund Raising Dinner & Auction

been convicted of any disqualifying criminal offenses,

Name Criminal Offense Date of Conviction

N/A

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

10 day of Sept, 2014.

[Signature]
[Signature]

Authorized Applicant Signature

Director of Development & Community Relations
Title

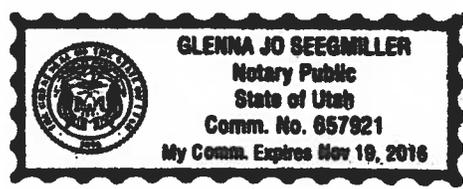
STATE OF Utah

COUNTY OF Washington

SUBSCRIBED AND SWORN TO me before this 10th day of September, 2014.

[Signature]
Notary Public

My Commission Expires 11-19-2016





Katering Koncepts, Inc.

705 N Bluff St., Suite 1

St. George, UT 84770

(435) 574-0059

Polly@kateringkoncepts.com

Bonnie Hallman

Habitat for Humanity
1070 W 1600 S, Bldg B
St. George, UT 84770

Menu
Sample OR
something
similar from a
different
company

Habit for Humanity Masquerade Ball

Saturday, November 1, 2014

5PM - 10PM

150 - 200 Guests

Sun River Ballroom

Bonnie,

I have put together several menus for you. I hope one will be what you are looking for. I have also included our Formal Plated Dinners and Appetizers that you requested. Katering Koncepts uses only the freshest quality ingredients and always has a unique appearance.

The prices are inclusive of delivery, setup, and service for the duration of the event (labor), napkins, plates, cups, utensils (we use a high quality heavy duty plastic) and clean up. This price does not include rental tables and chairs (if needed) and an 18% gratuity will be added to the final invoice.

Please let me know if I can answer any questions for you, give you additional menu options or assist you with your upcoming event.

Thank you in advance for the opportunity to work together.

Sincerely,

Polly Villatuya

Katering Koncepts, Inc.

(435) 574-0059 Office

Your one stop shop.....tables, chairs, dishes, linens and the best catering in Southern Utah

"Katering Koncepts.....When it just has to be Perfect"

Buffet Style Dinner Options

Main Entrees Options (choose one, two or three)

Marsala Chicken with a White Wine Cream Sauce

Tuscany Chicken with Mushrooms and Sun Dried Tomatoes

Chicken Cordon Bleu with a white cream sauce*

Sweet Shredded Pork

Country Style Grilled Pork Chops with a balsamic apple glaze

Sliced Garlic and Black Pepper Beef Brisket

Pan Seared Salmon with Dill Butter**

Grilled White Fish with Citrus Herb Marinade**

Potato Options and Beans (choose one)

Garlic Mashed New Red Potatoes

Hash Brown Potato Casserole

Creamy Mashed Potatoes with Country White or Brown Gravy

Creamy Cheesy Scalloped Potatoes

Diced Oven Roasted Potatoes with onions and red bell peppers

Baked Sweet Potatoes

with Cinnamon Brown Sugar Butter

Sweet White Onion Rice

Rice Pilaf with Blanched Slivered Almonds

Dirty Red Beans and Rice

Ranch Style Baked Beans with Bacon Bits and Cheddar Cheese

Salad Options OR Vegetable Option (choose one)

Festive Garden Salad

with Hot House cucumbers, Roma tomatoes, sweet bell peppers, sliced olives,

baby carrots and assorted dressings

Caesar Salad

with homemade croutons and assorted Parmesan cheeses

Spinach Salad

with sliced Bosc pears, crumbled Goat cheese, raisins and toasted walnuts

with a homemade fresh raspberry dressing

Mandarin Oranges, Raisins and Candied Nuts

Served on a bed of greens with a homemade poppy seed dressing

Spinach Salad

with sliced mushrooms, shredded mozzarella, grated egg and bacon pieces
served with a hot or cold vinegar dressing

Country Coleslaw

with a tangy dressing and crushed peanuts

Italian Pasta Salad

with Hothouse Cucumbers, Roma Tomatoes, Black Olives and Italian
Dressing

Fresh Fruit Salad or Display

Sautéed Carrots with Cinnamon Brown Sugar Glaze

Steamed Broccoli with Garlic Butter

French Cut Green Beans Sautéed with Bacon Pieces or Slivered Almonds

Zucchini, Squash and Carrot Medley with Fresh Herbs

Sweet Peas and Baby Pearl Onions

Sweet Corn on the Cob

Fresh Baked Rolls and Butter

OR

Fresh Sliced French Bread and Butter

Dessert Options (choose one or two)

Assorted Flavored Cupcake Display
Chocolate Devil's Food Cake with Hot Fudge Topping
Zesty Lemon Bars
Apple or Cherry Cobbler with Vanilla Ice Cream (counts as two options)
Lemon Supreme Cake with a Powdered Sugar Glaze
Spice Cake with Whipped Cream Frosting & Caramel Drizzle
Triple Chocolate Chunk Brownies
Toasted Coconut Squares
Old Fashioned Chocolate Chip Cookies
Vanishing Oatmeal Raisin Cookies
Snicker doodle Cookies
Pecan Pie Bites
Assorted Sugar Cookie Display

Drink Options (choose one)

Sparkling Cranberry Punch, Sparkling Apple Cider,
Ginger Limeade, Lemonade, Strawberry Lemonade,
Mint Lemonade, Vanilla Lemonade
or Vanilla Mint Lemonade

\$17.00 per person for one main entrée and one dessert option
\$19.50 per person for two main entrées and two dessert options

Certificate of

Good Moral Character

This certificate "certifies" that

BONNIE CHAR HALLMAN

is of Good Moral Character

We, the undersigned believe that the above recipient is of good moral character and in our opinion is fit and proper to be granted a alcohol license for an event.

Aligail J. Stewart
Signature

Misty A. Klatt
Signature

Jamara Seibergas
Signature
Caroline Nobis

Joey Seigmiller
Signature
Misty A. Klatt

10 Sept 2014
Date



Now More Than Ever.
Help Build It!

September 10th, 2014

To Whom It May Concern,

I am writing a personal reference letter for Bonnie Hallman. I have known Bonnie since she started with Habitat for Humanity of Southwest Utah. I have enjoyed working with her as she has shown kindness, a strong moral character and excellent diplomatic skills. She never fails to bring a smile to my face at work with witticisms both tasteful and appropriate.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script, which appears to read "Abigail Stemmler".

Abigail Stemmler
Office Manager



Now More Than Ever.
Help Build It!

September 10, 2014

To Whom It May Concern:

I have known Bonnie Hallman for some time, and I know her to be of the highest moral character. She is a responsible, caring individual who is dedicated to her faith, her family and community. If any further information is needed, I would be happy to comply.

Sincerely,

A handwritten signature in black ink that reads "Misty Klatt". The signature is written in a cursive, flowing style.

Misty Klatt

Executive Director



581 N. Main, Cedar City UT 84721 * 435-586-5124 www.scenicsouthernutah.com

January 27, 2014

To whom it may concern,

As the director of the Cedar City-Brian Head Tourism Bureau, I have had the pleasure of working with Ms. Hallman as her supervisor. I have found her to be a very hard working person, who is very creative and diligent in her communication efforts as our Public Relations Specialist. Her writing style is proficient, compelling and timely.

Over the past five years, she has made extraordinary efforts to hone her public relations skills and has become a top producer for media mentions in the state. We receive countless compliments on her media efforts and story pitches from local, regional and national media.

I really enjoy working with Ms. Hallman and know that she would be a great addition to your organization. I sincerely hope you will consider her. Please feel free to contact me regarding Ms. Hallman's qualifications. I can be reached directly at 435-865-5325 or mtwitchell@ironcounty.net.

Sincerely,

A handwritten signature in cursive script that reads "Maria Twitchell".

Maria Twitchell
Executive Director

January 28, 2014

Dear Sir or Madam,

I am writing to recommend Bonnie Char Hallman. I have worked with Bonnie on professional projects as well as known her personally for the past few years. I frequently ask Bonnie to guest lecture in my upper division Marketing and PR classes - giving a professional viewpoint and "inside scoop" for students studying in the field of PR. Her skills and expertise in Public Relations would be a great asset to your institution.

I have no doubt that Bonnie would add a level of professionalism and competency to any organization. She is energetic, enthusiastic and has high ethical standards. She is able to effectively engage community partners, media and provide creative and tangible results.

It is without reservation that I give my highest recommendation for Bonnie Hallman. If I can be of any assistance, please don't hesitate to contact me. I can be reached at ellentreanor@suu.edu or (435) 865-8612.

Sincerely,



Ellen Treanor
Professional In Residence
Southern Utah University

Byron Linford
Events Coordinator
Cedar City Corporation
10 North Main Street
Cedar City, Utah 84720

January 29, 2014

Re: Recommendation for Bonnie Hallman

To Whom It May Concern:

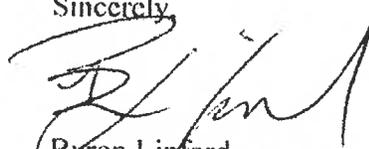
I am pleased to write a letter of recommendation for Bonnie Hallman. I highly recommend Bonnie as a candidate for employment with your company.

I have known Bonnie for 10 years. I became acquainted with her when working on a number of important public relations and marketing projects. During that time, I found her to be dedicated, creative and hard working. Over the time that I have known her, I have witnessed tremendous growth in Bonnie and am certain that the skills and abilities she has developed will allow her to excel at any job.

Bonnie worked directly with me on the Tour of Utah international cycling race and contributed significantly to the success of the event.

In short, I recommend Bonnie enthusiastically and without reservation. I believe she would be a valuable asset to your company. If you have any further questions with regard to her background or qualifications, please do not hesitate to contact me.

Sincerely,



Byron Linford
Events Coordinator
435-463-1694
byron@cedarcity.org



Now More Than Ever.
Help Build It!

September 10, 2014

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

RE: Inspection Consent

To whom it may concern:

We consent to allow any authorized individual from the City of St. George and law enforcement access to our event for inspection purposes.

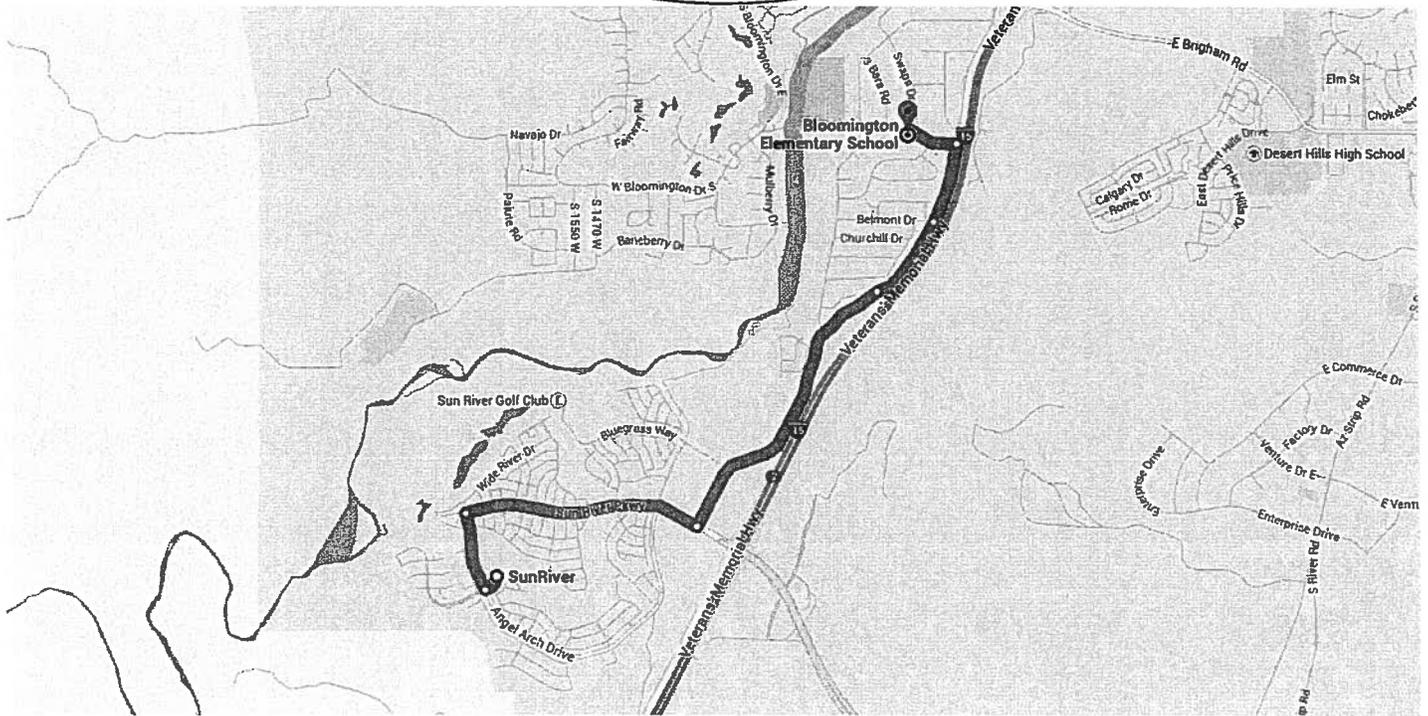
If you have any questions about Habitat for Humanity of Southwest Utah or our Grande Masquerade Ball – November 1, 2014, please feel free to contact me at (435) 674-7669 or email community@habitatswu.org.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie".

Bonnie Char Hallman
Director of Development and Community Relations

Directions from SunRiver to Bloomington Elementary School

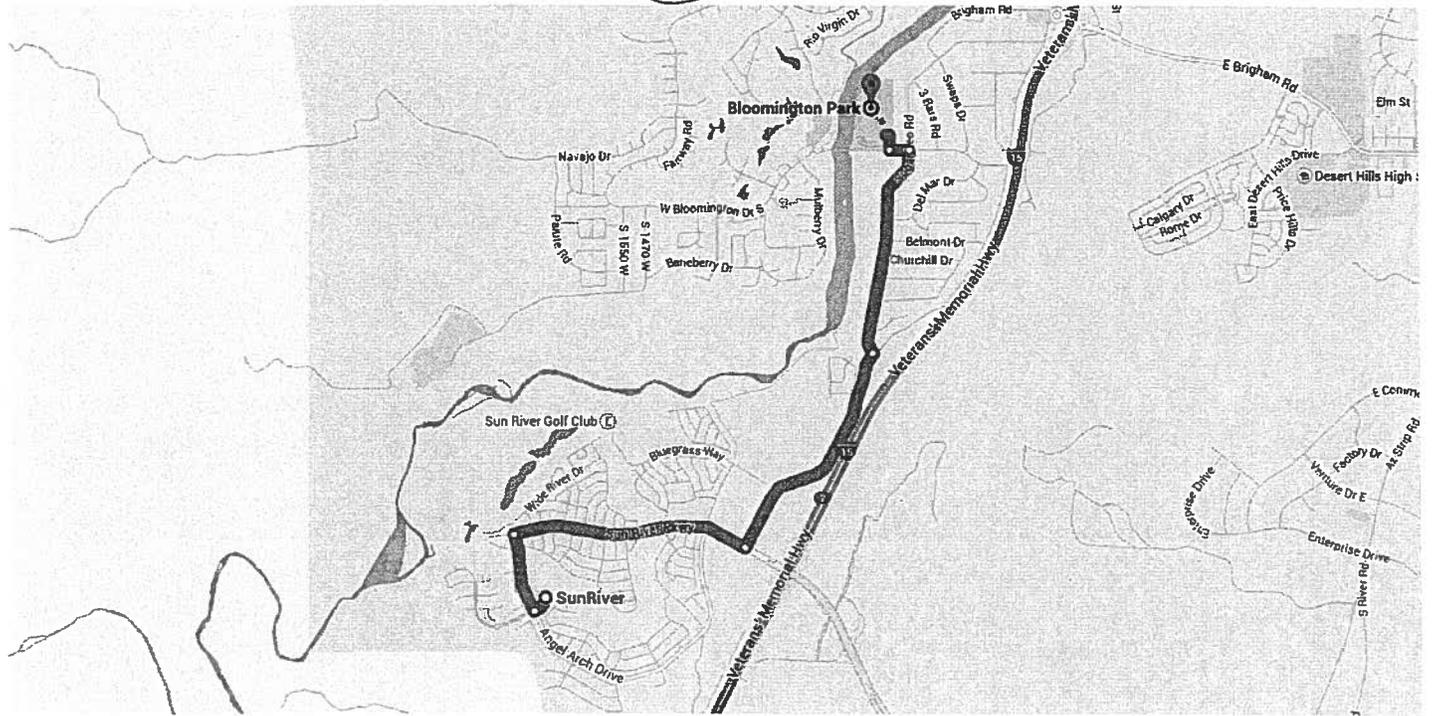


○ SunRiver

1860 Horizon View Dr, St George, UT 84790

1. Head southwest on Horizon View Dr toward Morane Manor Dr
↑ 394 ft
2. Turn right onto Angel Arch Drive
↘ 0.3 mi
3. Take the 2nd right onto Sun River Pkwy
↘ 1.0 mi
4. Turn left onto Pioneer Rd
↙ 1.3 mi
5. Continue onto I-15 Frontage Rd
↑ 0.4 mi
6. Continue onto Pioneer Rd
↑ 0.3 mi
7. Turn left onto Man of War Rd
↙
● Destination will be on the left
0.2 mi

Directions from SunRiver to Bloomington Park



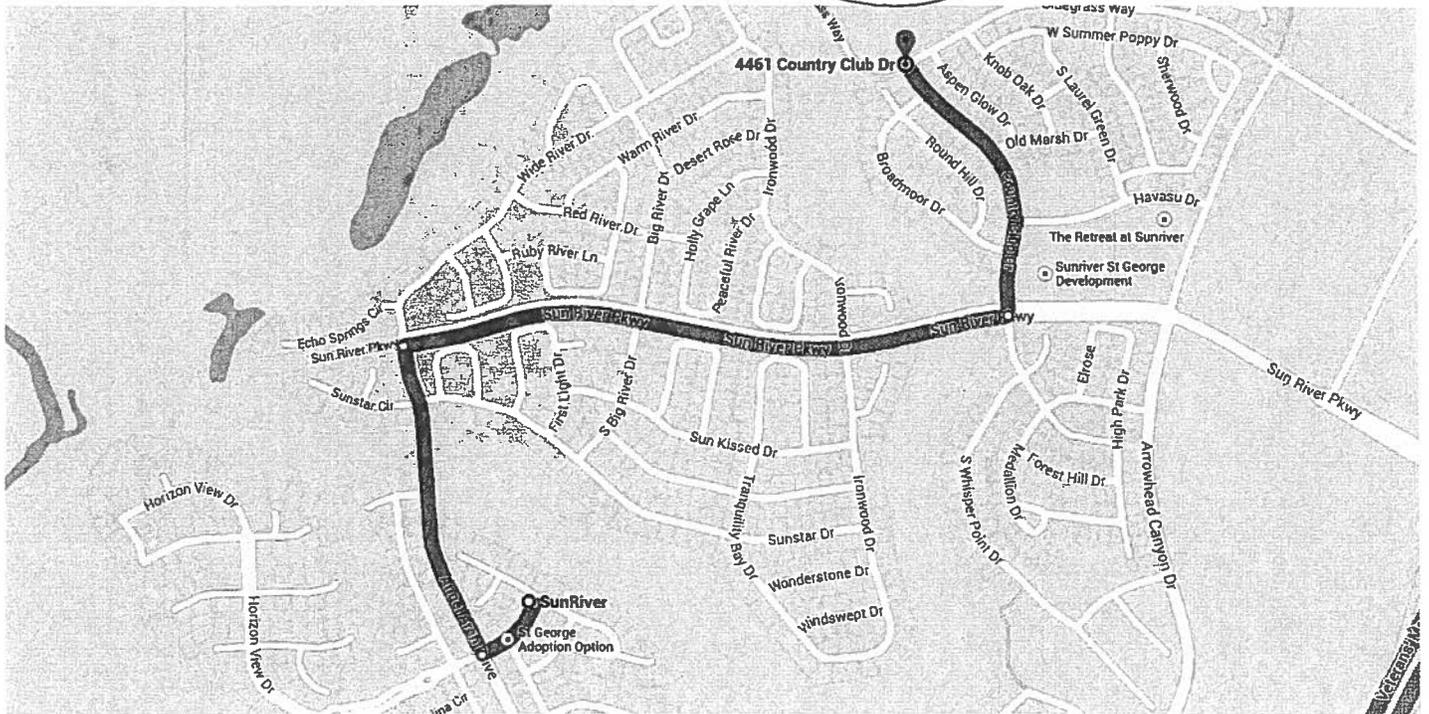
O SunRiver

1860 Horizon View Dr, St George, UT 84790

- 1. Head southwest on Horizon View Dr toward Morane Manor Dr
394 ft
- 2. Turn right onto Angel Arch Drive
0.3 mi
- 3. Take the 2nd right onto Sun River Pkwy
1.0 mi
- 4. Turn left onto Pioneer Rd
1.0 mi
- 5. Turn left onto Sugar Leo Rd
0.9 mi
- 6. Take the 1st left onto Man of War Rd
413 ft
- 7. Turn right
 Destination will be on the right
394 ft

Nearest Church

Directions from SunRiver to 4461 Country Club Dr



○ SunRiver

1860 Horizon View Dr, St George, UT 84790



1. Head southwest on Horizon View Dr toward Morane Manor Dr

394 ft



2. Turn right onto Angel Arch Drive

0.3 mi



3. Take the 2nd right onto Sun River Pkwy

0.6 mi



4. Turn left onto Country Club Dr

i Destination will be on the left

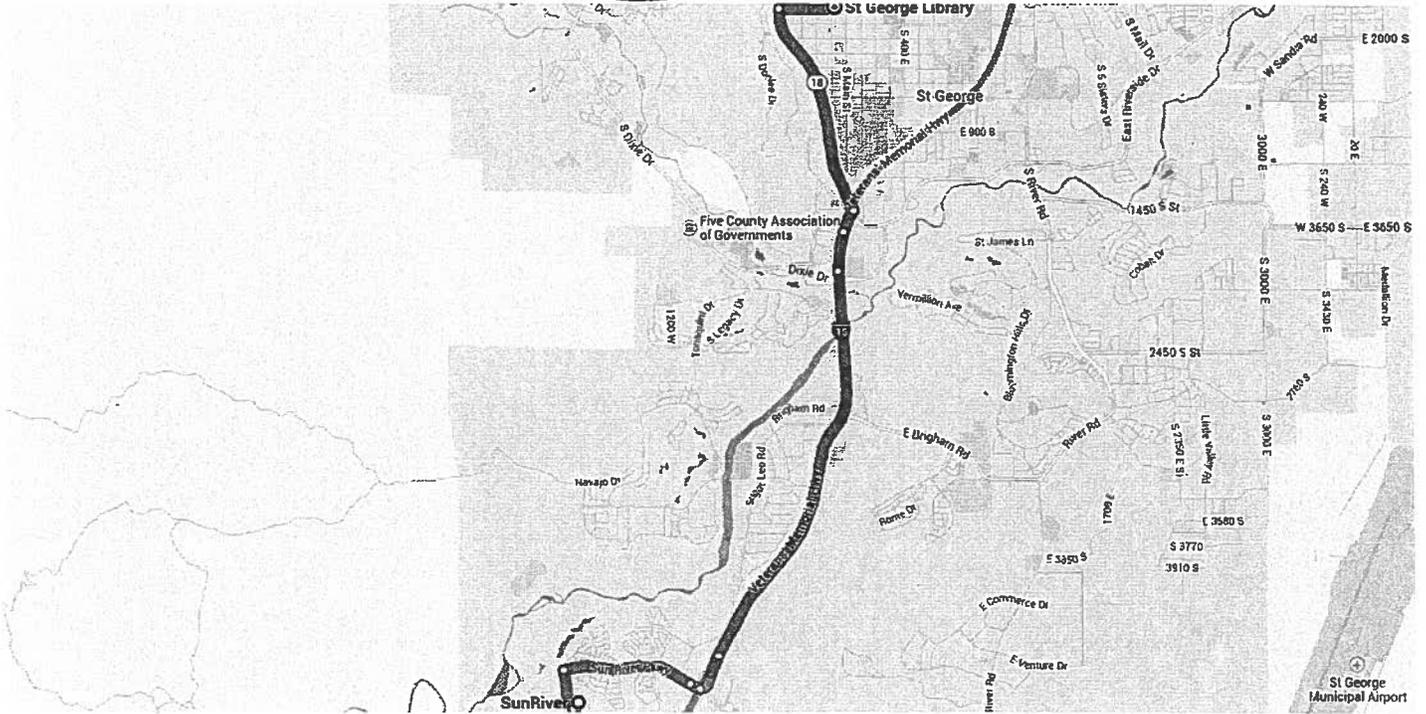
0.3 mi

⊙ 4461 Country Club Dr

St George, UT 84790

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Directions from SunRiver to St George Library



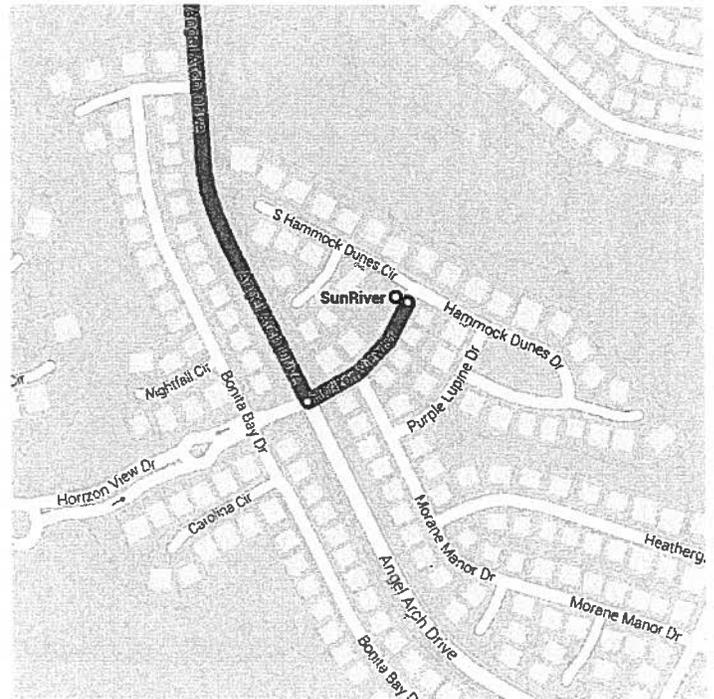
○ SunRiver

1860 Horizon View Dr, St George, UT 84790



Head southwest on Horizon View Dr toward Morane Manor Dr

394 ft / 13 s



Take Sun River Pkwy, I-15 N and UT-18 N to W 100 S

DRAFT

Agenda Item Number : **6B**

Request For Council Action

Date Submitted 2014-09-10 11:53:59

Applicant Priscilla Taylor

Quick Title Request for Full Service Restaurant Liquor License

Subject Applicant requests approval for Full Service Restaurant Liquor License for Sil's Java House. Located at 285 N Bluff Street. this is a change of ownership for Jazzy Java.

Discussion

Cost \$0.00

City Manager Recommendation New owner of an existing business which has a current liquor license. Recommend approval.

Action Taken

Requested by Shiloh Kirkland

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

FULL-SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant; and (2) to authorize a variance reducing the proximity requirements

AUTHORITY: Utah Code 32B-1-202; 32B-5-201 through 203; 32B-5-205 and -206

SIL'S JAVA HOUSE LLC, City Town County
Local business license authority

hereby grants its consent to the issuance of a full-service restaurant liquor license to:

Business Name (DBA): JAZZY'S ROCK N ROLL GRILL

Applicant Entity/Business Owner: PRISCILLA TAYLOR

Location Address: 285 N. BLUFF ST., ST. GEORGE, UT 84770

Authorized Signature

Name/Title

Date

LOCAL CONSENT FOR PROXIMITY VARIANCE

In accordance with Utah Code 32B-1-202, the local authority also grants consent to a variance regarding the proximity of this establishment relative to a public or private school, church, public library, public playground, or park.

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408
DABC Local Consent 1/2012

34715

CITY OF ST GEORGE

RECH: 01309474 9/10/2014 11:42 AM
TRAN: 89.0000 LICENSES
OPER: C TERM: 001
REF#: 1043

BEER LICENSE APPLICATION

CITY OF ST GEORGE
BUSINESS LICENSE OFFICE
175 EAST 200 NORTH, ST GEORGE, UT 84770
435-627-4740

TENDERED: 50.00 50.00CR 1 CHECK(S)
APPLIED: 50.00-
CHANGE: 0.00

(This application must be accompanied by an Applicant's Questionnaire and satisfactory fingerprint cards)

Applicant must be the owner/operator. If the owner is a corporation, the applicant shall be the corporation's agent; if the owner is a partnership; the applicant shall be a general partner of the partnership.

Please print or type

1. Applicant's Name PRISCILLA R TAYLOR
First Middle Last

Corporation or partnership name, if applicant is an agent. _____

SIL'S JAVA HOUSE LLC - DBA: JAZZY'S ROCK N ROLL GRILL

2. Name under which business will be operated (If different from name of applicant, corporation or partnership) N/A
First Middle Last

3. Location of Business 285 N. BLUFF ST, ST. GEORGE, UT 84770

4. Mailing address (If different from location of business)

N/A
Address City State Zip

5. If party who will manage the business is different from the applicant; please provide the name and address of the managing party.

N/A
First Middle Last
Address City State Zip

APPLICANT'S QUESTIONNAIRE FOR BEER LICENSE

CITY OF ST GEORGE
BUSINESS LICENSE OFFICE
175 EAST 200 NORTH, ST GEORGE, UT 84770
435-627-4740

**NOTE: All questions must be answered completely or the application will not be considered.
Two classifiable fingerprint cards are required of all applicants, to be taken by a bona fide law enforcement agency.**

Please print or type

1. Full Name of Applicant PRISCILLA R TAYLOR
First Middle Last

2. Applicant Social Security No. [REDACTED] 71

3. Business Name SIL'S JAVA HOUSE LLC (DBA) JAZZY'S ROCK N ROLL GRILL

4. Location of Business 285 N. BLUFF ST.

5. Business Phone Number (435) 703-9938

6. Home Phone Number (435) 229-3190 Cell Number SAME

7. Are you a citizen of the United States or registered alien? US CITIZEN
Please provide proof

8. Full Name of Spouse: N/A
First Middle Last Maiden

9. Have you at any time been convicted of a felony in any court in the U.S.? NO
If so, please give particulars -state, city, dates, etc. _____

10. Have you been convicted or pled guilty at any time to a law violation involving beer or alcoholic beverages? NO If so, please provide particulars - state, city, dates, etc. _____

11. Give particulars of your employment or business you engaged in during the past five years. Please provide starting dates, position or business; employer's name and address of business. If unemployed part of the time, so state, giving place of residence. (Please submit additional sheet if necessary)

7/07-10/09 PLAYER'S SPORTS GRILL - MANAGER - 1688 S. CONVENTION CENTER DR. ST. GEORGE, UT.
11/09-5/14 CHILI'S - MANAGER - 311 N REDCLIFFS DR., ST. GEORGE, UT.

12. Who owns the real estate where this business is located?
JENSEN PROPERTY MANAGEMENT

13. If premises are leased, state whether leased from owner or subleased from prior lessee. OWNER

14. Do you own the fixtures at this location? YES If not, please provide the name and address of the owner _____

15. If you own the fixtures at this location, state the investment which you have in fixtures and equipment \$ 150,000

16. How close is the nearest Church to the proposed business location? 2,600
In Feet

Nearest School? 7,100 In Feet Nearest Park? 1,500 In Feet

Nearest Public Library 3,700 In Feet

Nearest Residential Treatment Facility 8,000 ft. In Feet

17. Will you serve food? YES If so, please provide a sample menu.

18. Has a license covering any place in which you had a financial interest ever been revoked or suspended? NO If so, please provide particulars, dates, name of individual to whom the license was issued. _____

19. If you will be employed or otherwise occupied other than this business, state how much time you will spend at the other occupation or employment. N/A

20. How much time do you spend in the business represented in this application?
40-50 HRS / WEEK

21. Please provide the name(s) of the person(s) to be in charge of this business during any time that you may be away from the premises.

First KATIE Middle R Last MAXWELL

Home address 396 W 200S. City ST GEORGE State VT Zip 84770

22. Are you familiar with the City of St George ordinance regulating the sale of beer and alcoholic beverages? YES

•APPETIZERS AND SIDES•

FRIES: \$3.50

MOZZARELLA STICKS: \$5.50

SWEET POTATO FRIES: \$4.50

FRIED ZUCCHINI: \$4.95

ONION RINGS: \$4.50

FRIED MUSHROOMS: \$4.95

SOUTHWEST EGG ROLLS: \$5.50

JALAPENO POPPERS: \$5.50

COMBO PLATTER: SOUTHWEST EGG ROLLS, FRIED ZUCCHINI, JALAPENO POPPERS AND ONION RINGS SERVED WITH DIPPING SAUCES \$8.95

CHIPS AND HOMEMADE SALSA: Large: \$2.50 Small: \$1.50 Refill: \$0.47

QUESADILLA: CHEESE: \$3.95 CHICKEN OR BEEF: \$5.95 OTHER ADD INS: \$0.50 EACH

ULTIMATE NACHOS: CHEESE, BEANS, TOMATOS, ONIONS, OLIVES, JALAPENOS SALSA AND SOUR CREAM \$8.95

ADD CHICKEN OR BEEF \$2.00 EXTRA

JAZZY FRIES: BACON, JALAPENOS AND CHEESE ON FRIES \$6.95

TORTILLA PIZZA: CRISP TORTILLA TOPPED WITH MARINARA, SALSA, CHEESE, MUSHROOMS, OLIVES AND YOUR CHOICE OF BBQ CHICKEN, PEPPERONI OR SAUSAGE ADD JALAPENOS FOR A SPICY TWIST \$6.95

•SALADS•

DRESSING CHOICES: HOUSE (BALSAMIC VINAIGRETTE), RANCH, BLEU CHEESE, 1000 ISLAND, HONEY MUSTARD, GREEK, TOMATO BASIL, BUFFALO BLEU SAUCE
ADD 2 OZ MEAT: \$1.95 ADD 4 OZ MEAT: \$2.95

CRANBERRY ALMOND CHICKEN SALAD: LETTUCE, TOMATO, CRANBERRIES, ALMONDS, FETA CHEESE, CUCUMBERS \$6.95

GREEK SALAD: LETTUCE, TOMATO, ONION, 4 BEAN SALAD, FETA CHEESE, GREEK OLIVES, CUCUMBERS, PEPRONCINIS, SERVED WITH GREEK DRESSING \$6.95

AVOCADO SALAD: LETTUCE, TOMATO, ONION, CUCUMBER, CHEDDAR AND JACK CHEESE, OLIVES, AVOCADO \$6.95

BUFFALO CHICKEN SALAD: BACON, GRILLED CHICKEN LETTUCE, TOMATO, ONION, CUCUMBER AVOCADO WITH BUFFALO BLEU SAUCE \$7.95

TACO SALAD: LETTUCE, TOMATO, ONION, OLIVES, BEANS AND YOUR CHOICE OF BEEF OR CHICKEN IN A CRISPY TOTILLA BOWL SERVED WITH CHIPOTLE RANCH AND SALSA \$8.95

•JAZZY'S BREAKFAST MENU•

BREAKFAST IS SERVED ALL DAY

TOAST CHOICES: WHITE, WHEAT, SOUR DOUGH, RYE OR ENGLISH MUFFIN

EGG WHITES: \$0.95 EXTRA

#1: TWO EGGS ANY STYLE, HASH BROWNS, TOAST AND YOUR CHOICE OF BACON OR SAUSAGE \$7.95

#2: TWO EGGS ANY STYLE, HASH BROWNS, TOAST \$5.95

#3: VEGGIE OMELET: TOMATOES, BELL PEPPERS, MUSHROOMS, ONION, AVOCADO, BLACK OLIVES AND CHEDDAR CHEESE SERVED WITH HASH BROWNS AND TOAST \$7.95

#4: MEAT LOVERS OMELET: HAM, BACON, SAUSAGE, ONIONS, GREEN PEPPERS, MUSHROOMS, AND CHEDDAR CHEESE SERVED WITH HASH BROWNS AND TOAST \$9.95

**#5: FRENCH TOAST: THREE WEDGES OF TEXAS TOAST SERVED WITH SYRUP AND BUTTER \$5.95
ADD BANANAS AND PECANS OR FRESH STRAWBERRIES (SEASONAL) \$2.00 EXTRA
MAKE IT CROISSANT FRENCH TOAST \$1.00 EXTRA**

**#6: OLD FASHION BUTTERMILK PANCAKES: SHORT STACK SERVED WITH SYRUP AND BUTTER \$5.95
ADD BANANAS AND PECANS OR FRESH STRAWBERRIES (SEASONAL) \$2.00 EXTRA**

#7: EGGS BENEDICT: TWO POACHED EGGS AND HONEY ROASTED HAM SMOTHERED IN HOLLANDAISE SAUCE ON AN ENGLISH MUFFIN SERVED WITH HASH BROWNS \$8.99

#8: NO CARB BREAKFAST: TWO EGGS, AVOCADO AND TOMATO SLICES, COTTAGE CHEESE \$5.95

#9: HAM AND CHEESE OMELET: CHEESE AND HAM OMELET SERVED WITH HASH BROWNS AND TOAST \$7.99

•BREAKFAST SIDES•

16 OZ CUP OF MILK OR JUICE: \$1.40

24 OZ CUP OF MILK OR JUICE: \$2.34

BAGEL: \$1.40

3 SLICES BACON: \$1.95

TOMATO SLICES: \$0.47

TOAST: \$0.89

SAUSAGE PATTY: \$1.95

CHEESE: \$0.47

ONE PANCAKE: \$2.33

COTTAGE CHEESE: \$0.95

AVOCADO: \$0.70

•BREAKFAST SANDWICHES•

PLAIN JANE: EGG AND TOMATO ON TOAST \$3.75

KEEP ON TRUCKIN: EGG, CHEDDAR CHEESE, HONEY MUSTARD ON A WHEAT BAGEL \$4.50

GO-GO GADGET: EGG, CHEDDAR CHEESE, SAUSAGE ON A WHEAT BAGEL \$5.50

GRETTA LOVE: SCRAMBLED EGG, PROVOLONE CHEESE, CREAM CHEESE, TOMATO, YOUR CHOICE OF BACON, SAUSAGE OR HAM ON A CROISSANT \$6.50

EARLY RISER: EGG, PROVOLONE CHEESE, AVOCADO, TOMATO, TOMATO BASIL DRESSING ON A WHEAT BAGEL \$5.50

OZZIE: EGG, CHEDDAR CHEESE, BACON, AVOCADO, TOMATO, TOMATO BASIL DRESSING ON AN ASIAGO BAGEL \$6.50

BURRITO: EGG, HASH BROWNS, CHEESE AND YOUR CHOICE OF BACON, SAUSAGE OR HAM \$8.50

•SMOOTHIES•

16 OZ. \$3.26 / 24 OZ. \$4.20

PINK FLOYD: ORANGE JUICE, VANILLA YOGURT, BANANA, STRAWBERRIES

DEEP PURPLE: APPLE JUICE, VANILLA YOGURT, RASPBERRY SHERBET, BANANA, BLUEBERRIES

CHUCK BERRY BLAST: APPLE JUICE, VANILLA YOGURT, STRAWBERRIES, BLUEBERRIES

ORANGE SUNSHINE: ORANGE JUICE, VANILLA YOGURT, ORANGE SHERBET, BANANA, PINEAPPLE

PASSIONATE PEACH: APPLE JUICE, VANILLA YOGURT, BANANA, PEACHES

YELLOW SUBMARINE: APPLE JUICE, PINEAPPLE SHERBET, BANANA, PINEAPPLE

NON-DAIRY BERRY: SOY MILK, HONEY, STRAWBERRIES, BANANA

SKIP AND GO NAKED: ORANGE JUICE, WHITE CHOCOLATE, ICE

ONE LOVE: APPLE JUICE, WHITE CHOCOLATE, VANILLA YOGURT, PEACHES, MANGO

TRIPPY HIPPIE: LEMONADE, SPRITE, RASPBERRY SHERBET, RASPBERRIES, STRAWBERRIES

STARBURST: APPLE JUICE, ORANGE SHERBET RASPBERRY SHERBET, PEACHES, STRAWBERRIES, PINEAPPLE

FABULOUSLY FRUITY: APPLE AND ORANGE JUICE, BLUEBERRIES, STRAWBERRIES, PINEAPPLE, PEACHES, BANANA

•JAZZY'S BURGERS•

ALL BURGERS COME WITH A SIDE OF FRIES, POTATO SALAD OR SMALL GREEN SALAD
(SWEET POTATO FRIES OR ONION RINGS \$2.00 EXTRA)
BLACK BEAN or BOCA BURGER AVAILABLE: \$1.86 EXTRA

BASIC BURGER: TOMATO, LETTUCE, ONION, PICKLE, FRY SAUCE \$6.00

CHEESE BURGER: CHEDDAR CHEESE, TOMATO, LETTUCE, ONION, PICKLE, FRY SAUCE \$6.50

GARLIC BURGER: GARLIC, SWISS CHEESE, GRILLED ONIONS, LETTUCE, TOMATO, DIJON \$6.95

SWISS MUSHROOM BURGER: SWISS CHEESE, TOMATO, SAUTEED MUSHROOMS, ONION,
LETTUCE, DIJON MUSTARD \$7.50

BACON CHEESE BURGER: CRISP BACON, CHEDDAR CHEESE, TOMATO, LETTUCE, ONION FRY
SAUCE \$7.95

CALIFORNIA BURGER: AVOCADO, MONTEREY JACK CHEESE, TOMATO, ONION, FRY SAUCE,
GRILLED PARMESAN SOUR DOUGH \$7.95

PASTRAMI BURGER: GRILLED PASTRAMI, SWISS CHEESE, TOMATO, GRILLED ONIONS, 1000
ISLAND, ON GRILLED RYE BREAD \$8.95

BAD AZZ BURGER: CHEDDAR CHEESE, BBO SAUCE, BACON, PEPPERONCINI, BEER BATTERED
ONION RING, LETTUCE, TOMATO, ONION \$8.95

THE BRONX BURGER: CHEDDAR CHEESE, BACON, HAM, FRIED EGG, ONION, TOMATO, HONEY
MUSTARD \$9.95

FETA BLEUS BURGER: TEXAS TOAST, TOMATO, BLEU CHEESE, FETA CHEESE, SWISS CHEESE,
BACON, LETTUCE, PICKLE, CRACKED PEPPERCORN \$7.95

CHICKEN STRIPS: 3 CHICKEN STRIPS AND FRIES \$7.95

•WRAPS•

ALL WRAPS SERVED WITH YOUR CHOICE OF FRIES, POTATO SALAD OR A SMALL GREEN
SALAD (SWEET POTATO FRIES OR ONION RINGS \$2.00 EXTRA)

CRISPY CHICKEN WRAP: CRISP CHICKEN, LETTUCE, TOMATO, CHEESE AND RANCH \$7.95

JAZZY BURRITO: BEEF OR CHICKEN, BEANS, LETTUCE, TOMATO, CHEESE, ONIONS, CHIPOTLE
RANCH \$7.95

CALIFORNIA WRAP: TURKEY, HAM, BACON, RANCH, LETTUCE, TOMATO, ONION, CHEESE,
AVOCADO \$8.95

•JAZZY'S SANDWICHES•

ALL SANDWICHES ARE SERVED ON YOUR CHOICE OF WHITE, WHEAT, SOUR DOUGH, RYE OR IN A WRAP AND COME WITH FRIES, POTATO SALAD OR A SMALL GREEN SALAD (SWEET POTATO FRIES or ONION RINGS \$2.00 EXTRA)

TURKEY SPECIAL: (COLD) TURKEY, CRANBERRY, MAYO, CREAM CHEESE, LETTUCE \$7.50

CALIFORNIA MELT: (HOT) TURKEY, CHEDDAR CHEESE, MONTEREY JACK CHEESE, AVOCADO, TOMATO, ONION, LETTUCE, MAYO ON TOASTED BREAD \$7.95

WOODSTOCK '69: (HOT) TURKEY, SWISS CHEESE, AVOCADO, BLACK OLIVES, ONION, TOMATO, SAUTEED MUSHROOMS, 1000 ISLAND ON GRILLED BREAD \$7.95

EASY RIDER: (HOT) TURKEY, CRISP BACON, PROVOLONE CHEESE, AVOCADO, ONION, LETTUCE, TOMATO, RANCH DRESSING \$8.50

SAMMYS HOT HAMMY: (HOT) GRILLED HONEY HAM, CHEDDAR CHEESE, SWISS CHEESE, HONEY MUSTARD, MAYO, ONION, TOMATO, LETTUCE \$7.95

VEGGIE: (COLD) AVOCADO, CUCUMBER, TOMATO, MAYO, PROVOLONE CHEESE, SAUTEED MUSHROOMS, ONION, LETTUCE, TOMATO BASIL DRESSING \$7.50

YUMMY YUPPY: (COLD) TURKEY, MONTEREY JACK CHEESE, AVOCADO, CUCUMBER, BLACK OLIVES, ONION, MAYO, LETTUCE, TOMATO \$7.95

BUFFALO CHICKEN: (HOT) GRILLED CHICKEN, CRISP BACON, AVOCADO, LETTUCE, TOMATO, ONION, BUFFALO BLEU SAUCE \$8.50

CHICKEN PRESLEY: (HOT) GRILLED CHICKEN, CRISP BACON, TOMATO, ONION, AVOCADO, MILD HORSERADISH, MAYO ON GRILLED SOUR DOUGH \$8.50

PRESLEYS PASTRAMI: (HOT) GRILLED PASTRAMI, SWISS CHEESE, MAYO, MILD HORSERADISH, TOMATO, ONION \$7.95

RINGOS REUBEN: (HOT) GRILLED PASTRAMI, SAUERKRAUT, 1000 ISLAND, SWISS CHEESE ON GRILLED RYE \$7.95

BEASTIE BOY: (HOT) GRILLED PASTRAMI, SWISS CHEESE, CRISP BACON, ONION, TOMATO, MAYO, DELI MUSTARD \$7.95

GRILLED CHEESE: CHEDDAR AND MONTEREY JACK CHEESE \$6.95

B. L. TEASE: BACON LETTUCE, TOMATO CHEDDAR AND SWISS CHEESE, MAYO \$7.95

PHILLY CHEESE STEAK: GRILLED STEAK, ONIONS, PEPPERS, MUSHROOMS, AND PROVOLONE CHEESE ON AN ITALIAN HOAGIE ROLL \$8.95

•BEER – WINE - SPIRITS•

FOOD MUST BE ORDERED WITH ALCOHOL

•DRAFT BEER•

SHOCK TOP
(BELGIAN WHITE)

SQUATTERS
(HEFEWEIZEN)

EVOLUTION
(AMBER ALE)

JAMAICAN LAGER
(ZION BREWING COMPANY)

16OZ: \$3.50 / 24OZ: \$4.50 / PITCHER: \$12.00

BUDLIGHT AND PBR

16OZ: \$2.50 / 24OZ: \$3.50 / PITCHER: \$8.75

•WINE•

\$4.00 PER GLASS
(\$6.00 CORKING FEE FOR YOUR OWN
BOTTLE)

MERLOT

CABERNET SAUVIGNON

WHITE ZINFANDEL

WHITE WINE

SANGRIA

CHARDONNAY

•BOTTLED BEER•

3.2%: \$3.25 / 4%+: \$4.00

SIERRA NEVADA (5.6%)
(TORPEDO, PALE ALE, PORTER)

FULL SAIL (6%)
(IPA, PORTER)

WASATCH POLYGAMY PORTER (4%)

DEVASTATOR (8%)

OLD RASPUTIN (9%)

UINTA BARELY WINE (10.4%)

DEAD GUY ALE (6.6%)

SAM ADAMS (4%)

CORONA

BUDWEISER

BUD LIGHT

MICHELOB ULTRA

MILLER GENUINE DRAFT

•LIQUOR•

WELL - \$4.00

VODKA – GIN – SCOTCH – WHISKEY –
TEQUILA

CALL - \$5.00

SKYY – JACK – SAUZA – CAPTAIN – MALIBU

PREMIUM - \$5.75

GREY GOOSE – TANQUERAY – CHIVAS –
CROWN – PATRON

CORDIALS - \$5.25

AMARETTO – FIREBALL – JAGER – MIDORI
– BAILEY'S

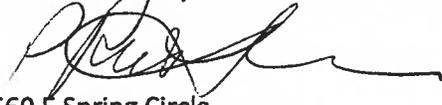
September 9, 2014

To whom it may concern:

I Priscilla Ruof Taylor, owner of Sil's Java House LLC (DBA: Jazzy's Rock N Roll Grill), give consent for any authorized representative of the City of St. George, UT or any law enforcement officer unrestricted rights to enter Jazzy's Rock N Roll Grill located at 285 N Bluff St, St. George, UT.

Thank You,

Priscilla Ruof Taylor

A handwritten signature in black ink, appearing to read 'Priscilla Ruof Taylor', with a long horizontal flourish extending to the right.

660 E Spring Circle

Washington, UT 84780

(435) 229-3190

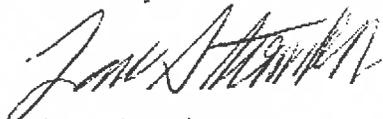
September 5, 2014

St Helen's Restaurant
395 E Telegraph St
Washington, Utah 84780
435-313-3364

To Whom it may concern:

Pricilla Taylor has been an acquaintance since early 2000. We have known her from the restaurant and hospitality industry as we are owner/operators of St Helen's Restaurant in Washington City. Pricilla has a profound knowledge of all requirements related to restaurant operations. She is knowledgeable in every aspect of business ownership and food service management. She is respected by her employees and coworkers. She is outstanding in our community with strong family values, honesty, and integrity. We stand proud to give referral and recommendation to Pricilla and wish her luck in her new venture.

Sincerely,

A handwritten signature in black ink, appearing to read "Lane Stromberg", written in a cursive style.

Lane Stromberg

Thursday, August 28, 2014

To whom it may concern,

I, Alex Peterson, am the current Manager of Benja's Thai and Sushi Restaurants. I have known Priscilla Taylor from October 2008 when she hired me at Players Sports Grill in St George, UT. We have both moved on to other ventures but have remained close friends. She has shown excellent leadership when working with her staff and has good ethical values that I have seen throughout the years. Priscilla is a very trust worthy person who has worked hard to build her life. I would gladly say she is a person of very good moral character.

Thank you,

Alex Peterson

A handwritten signature in black ink, appearing to read "Alex Peterson", with a long horizontal flourish extending to the right.

Manager

Benja's Thai Garden
435 N 1680 E #14
St. George, UT 84790
435-251-9301

August 28, 14

To whom it May Concern,

I am writing in regards to Priscilla Rufio Taylor. I have known her for around 17 years and have nothing but respect and admiration for her. She has a high standard of ethics and has a very proficient understanding of business. In this amount of time I have know Priscilla she has been a successful manager of 2 large chain restaurants and has been a huge attribute to the success of them both. She is efficient at managing employees and very efficacious at handling conflict.

In addition to being a businesswoman she is also a successful mother of two. She somehow makes time to always contribute to her friends and community and is know for her generosity and reliability.

Sincerely,

Katherine Szewczyk

Kate1751@hotmail.com

435-313-2288

Cris L Morris
1931 South 20 East
Washington, UT 84780
Phone: 435-673-1262 Email: crissy@cmartinc.com

August 29, 2014

To Whom It May Concern:

I have had the privilege of knowing Priscilla Taylor for many years and have been fortunate enough to see the high moral standard and which she lives her life and that she instills in her children. Priscilla has worked in the restaurant business for many years and while managing Chili's held her employees to the high standards that Utah law requires.

Priscilla has had a broad spectrum of experiences in the restaurant field and will keep the regulations and rules required by the State first and foremost in all of her business transactions. I have always known Priscilla to be honest and of possessing an outstanding loyal character. For further recommendations please feel free to call or email.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cris L Morris', written in a cursive style.

Cris L Morris



Priscilla Taylor <silsjavahouse@gmail.com>

Letter of Good Moral Character

1 message

Thomas Dayton <ttdayton@gmail.com>

Fri, Sep 5, 2014 at 10:17 AM

To: Silsjavahouse@gmail.com

To Whom it May Concern:

I have known Priscilla Taylor for more than five years. In that time, I have seen her fill the roles of tirelessly-working manager, loving mother, loyal friend, active community member and have also come to know her to be a person of good moral character.

If you have any questions, please feel free to contact me by phone at (801) 361-2460 or by email at ttdayton@gmail.com,

Sincerely,

A handwritten signature in black ink that reads "Tom Dayton". The signature is written in a cursive, flowing style.

Tom Dayton
2775 E 3580 S
Saint George, Ut 84790

To Whom It May Concern,

I am writing this recommendation letter in regards to Priscilla Taylor's request for a liquor license. I have known Priscilla for approximately 10 years. I am qualified to recommend Priscilla because not only have I been friends with her for 10 years but I have also seen (as a customer and friend) her strong work ethic through her almost 5 years of managing the Chili's Restaurant at the Red Cliffs Drive location.

In the almost 10 years of friendship with Priscilla I personally have not met anyone with a stronger work ethic. She works very hard at everything she does. I also don't know anyone who knows more people within the St. George community. Not only is she well known but she is well liked. I believe this is also a great recommendation within itself. Management positions in customer service can be hard to balance; due to that of keeping the customer happy as well as maintaining a strong and cohesive work environment for your employees. The ability for her to maintain these strong customer relationships as well as maintaining a happy and productive work force is a testament to her.

I am recommending Priscilla Taylor for this because I believe her establishment will be a responsible and great addition to the community by offering a more diverse variety of dining and entertainment. She is well deserving of this license and I believe she will maintain the communities' strong sense of responsibility in offering these services to the general public.

Please feel free to contact me if you would like me to provide additional information. My contact information is;

Rebecca Shamblen

Phone: 435-393-5097

Email: rebeccashamblen@yahoo.com

Sincerely,

Rebecca Shamblen

mapquest

You Searched For

A 285 N Bluff St. St George, UT 84770-4552

B sunset elementary St. George, UT

Sponsored Links

Driving Directions & Maps
Get Directions Quickly and Easily
Download this Recommended App Now!
www.instantdrivingdirections.com

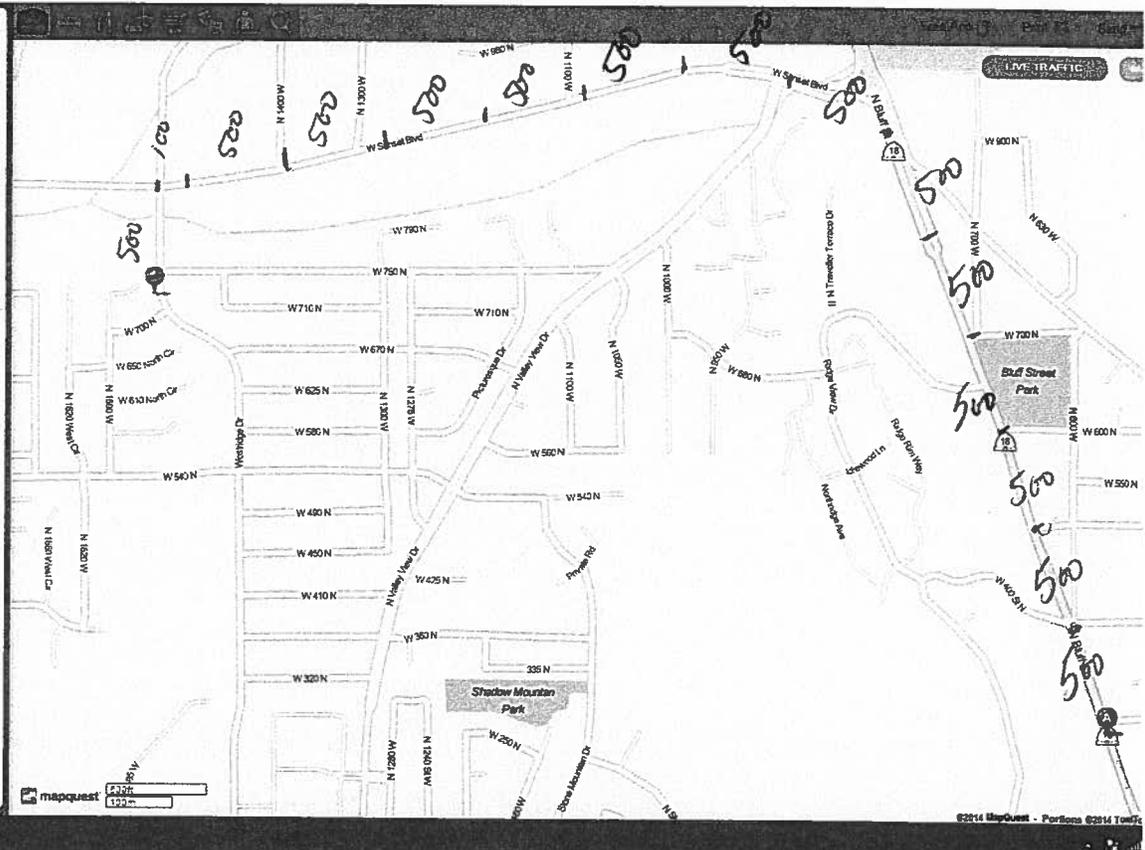
UT in St George
Low Price Guarantee on Hotels in Nevada
Book Your Vacation Now!
www.ortdz.com/Nevada

Search Results

Sunset Elementary School
495 Westridge Dr. Saint George, UT 84770
(435) 673-5669 | More Info

+ Show More Results





↑ JAZEM TO NEAREST SCHOOL
APPROX: 7,100 FT.

mapquest

You Searched For

A 285 N Bluff St. St George UT 84770-4552

B lds church Reverse

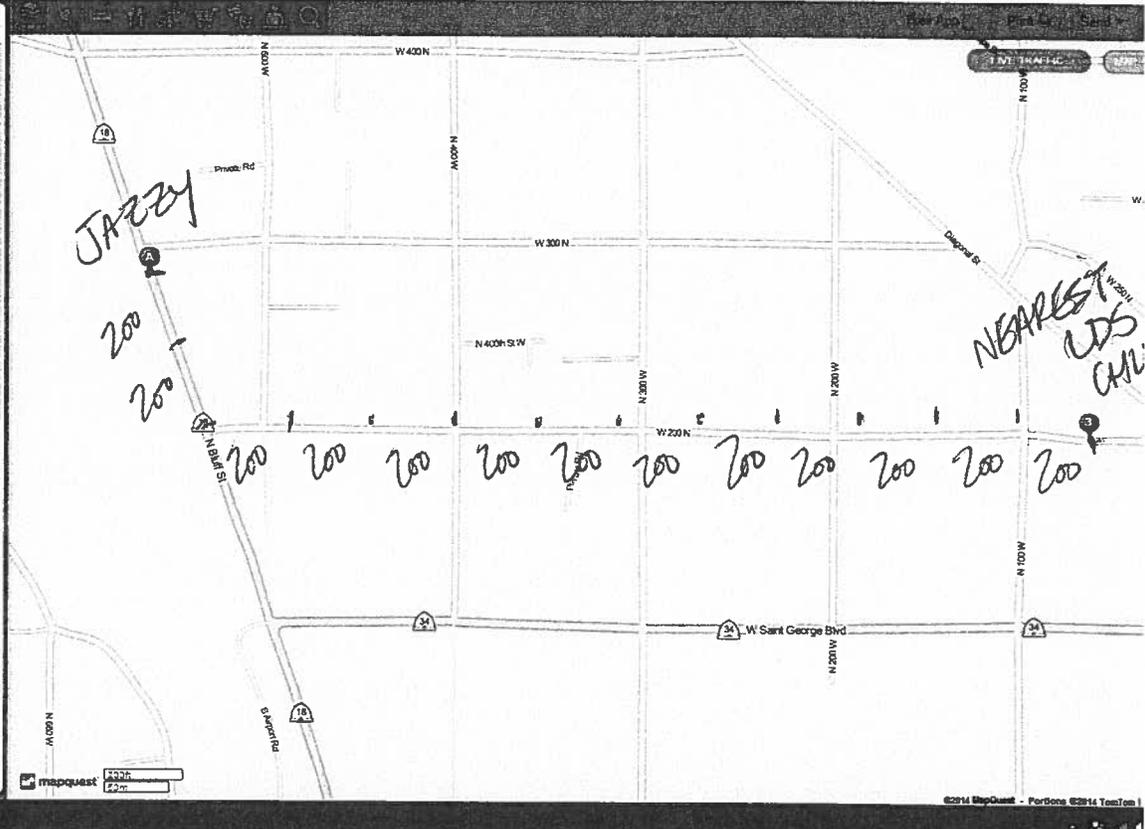
Sponsored Links

LDS or Mormon Beliefs
Mormons believe that Jesus Christ is the way to peace and happiness. www.mormon.org/

LDS Church History Tour
The very best LDS history tours. See Mormon Heritage Association! www.mormonheritage.com/

Search Results

- 1 Church of Jesus Christ of Latter-Day Saints**
1285 N Bluff St. Saint George UT 84770
(435) 627-1712 Website More info
- 2 The Church of Jesus Christ of Latter-Day Saints**
1155 N 1400 W. Saint George UT 84770
(435) 634-1287 Website More info
- 3 The Church of Jesus Christ of Latter-Day Saints**
67 W 200 N. Saint George UT 84770
(435) 673-2517 Website More info
- 4 The Church of Jesus Christ of Latter-Day Saints**
511 S Valley View Dr. Saint George UT 84770
(435) 674-1635 Website More info
- 5 The Church of Jesus Christ of Latter-Day Saints**
165 S Main St. Saint George UT 84770
(435) 674-4985 Website More info
- 6 The Church of Jesus Christ of Latter-Day Saints**



JAZZY TO NEAREST CHURCH
APPROX: 2,600 ft.

mapquest

You Searched For

A 285 N Bluff St. St George. UT 84770-4552

B washington county library - st ge Revise

Sponsored Links

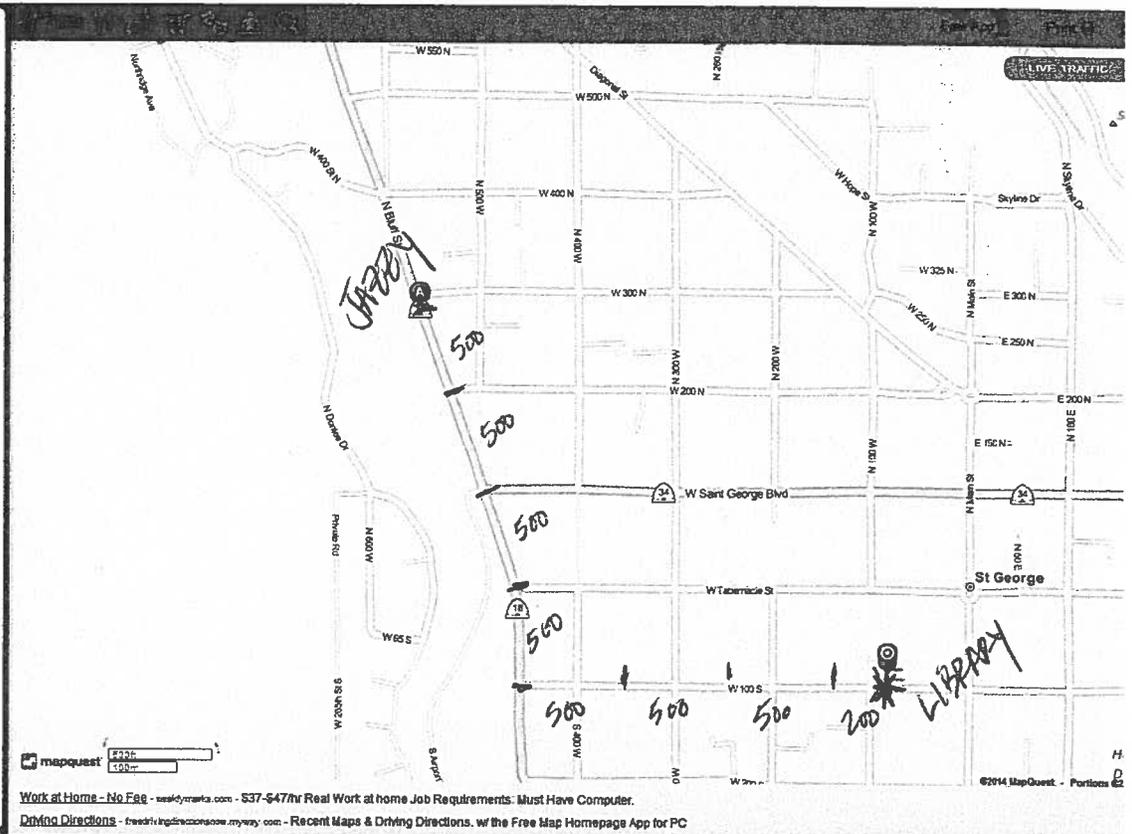
Driving Directions & Maps
Get Directions Quickly and Easily
Download this Recommended App How
www.instantdrivingdirections.com

GW University Bookstore.
Back-To-School Deals & Free Pick Up
At The George Washington Store
www.bkstr.com/georgewashingtonstore

Search Results

1 Washington County Library - St. George
Main Branch 0.01 Miles Away
88 W 100 S. Saint George. UT 84770
(435) 634-5737 More Info

+ Show More Results



JAZZY TO WASHINGTON COUNTY LIBRARY

Approx. 3,700 ft.

DRAFTAgenda Item Number : **6C****Request For Council Action****Date Submitted** 2014-09-09 16:01:55**Applicant** Karlinda Madrid**Quick Title** Neighborhood Block Party**Subject** Consideration of a request to close 300 North Street between 300 West and 400 West. Consideration of a request to waive the Special Event fee.**Discussion** This Neighborhood Block Party will be held on September 26 from 6:30 pm to 9:00 pm. This event is celebrating 8 years of community involvement where neighbors get together and make an effort to get to know each other, some because they met at this party. The public is invited to this free, get to know each other, event.**Cost** \$0.00**City Manager Recommendation** Sounds like a great idea to bring neighborhood together. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Neighborhood Block Party CC .pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [Neighborhood Block Party CC .pdf](#)

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



**SPECIAL EVENT
PERMIT APPLICATION
CITY OF ST. GEORGE**

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

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: Neighborhood Block Party

Applicant's Name: Karlinda Madrid

Organization:

Mailing Address: 214 W. 300 N.

City, State, Zip: St. George, UT, 84770

Day Phone: 629-2134 **Cell/other:** 467-2134

E-mail: karlinda.madrid@gmail.com

Event Web Address (if applicable):

Alternate contact name: Jen Brooks **Day Phone:** 656-0940

Cell/other: **E-mail:**

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION

Location Details/Address: 393 W. 300 N. St. George, UT 84770

Event	Date(s): Sept. 26 th (Fri)	Start time: 10:30	End time: 9:00
Set-up	Date(s):	Start time: 4:00	End time: 6:00
Clean-up	Date(s):	Start time: 9:00	End time: 10:00

Is this a recurring event? YES ✓ **If yes; daily, weekly or other?** Friday's

Is this a Annual Event? YES ✓ **If yes; Same date and Place?** YES ✓

TYPE OF ACTIVITY check all that apply:

<input type="checkbox"/> Sporting	<input type="checkbox"/> 5K	<input type="checkbox"/> Parade	<input type="checkbox"/> Festival
<input type="checkbox"/> Film Production	<input type="checkbox"/> Vendor Booth	<input type="checkbox"/> Cycling	<input type="checkbox"/> 10K
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Training	<input type="checkbox"/> Fun Run	<input type="checkbox"/> 1/2 Marathon
		<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Block Party

PARTICIPANTS

Number of participants expected: 250 + **Number of volunteers/event staff:** 25-30

Open to the Public Private Group/Party

If event is open to the public, is it: Entrance Fee/Ticketed Event? Fee for Participants/Racers/Runners Only

NO Fee

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

VENDORS/FOOD/ALCOHOL check all that apply

Vendors/merchants Quantity:
Vendors giving away products/services
Vendors selling products/food
Food given away
Alcoholic Beverages

TENTS/STAGES/STRUCTURES (include details on site map)

Tents/Pop-up Canopies
Temporary Stage
Description of Tents/Canopies/Stage, etc.:

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

Fencing/Scaffolding
Barricades
Portable Sanitary Units
Music
PA/Audio system
Fireworks / Fire Performances / Open Flame
Propane/Gas on site
Trash/Recycle bin coordination on site

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) You may begin to coordinate in advance with these contacts

Road Use
Sidewalk Use
Parade

SECURITY/OTHER

You may begin to coordinate in advance with these contacts:

Private Security/Officers
Animals
Drawing or Raffle
Motion Pictures/Videos

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Karlinda Madrid
Print Applicant's Name

Karlinda Madrid
Applicant's Signature

9.2.14
Date

Please do NOT include my event on the City Event Calendar Website

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

Page 3 of 5

EVENT DESCRIPTION

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

- Please be sure to include any elements of your event that will help our review committee.

We started this event about 9 years ago, mostly because we were seeing a lot of thefts and crimes in our neighborhood. There are a few of us on the CAT team that are cert... after the CAT meetings it was suggested we have some type of community involvement... this party has shown an increase in neighbors looking out for each other and making an effort to get to know each other, some because they met at the party. It's wonderful as we are asked each year when the party will be and if they can help. We've had the police, bike police, Smokey the Bear, Bands, Fire, ^{polo dancers,} and other things like a Fall carnival & etc. This year our entertainment had to move the date up so we are asking for the party to be approved for Sept 26th from 6:30 - 9:00. We will have our Atip officer there and two other private security as we have also in the past.

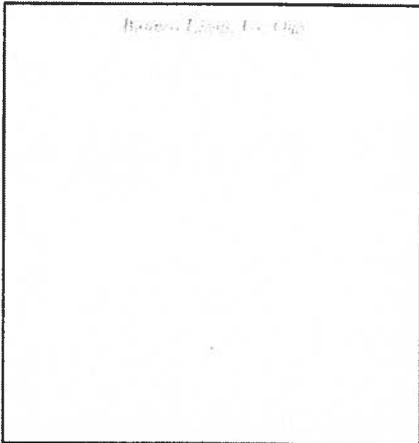
We will be having a magician, food, cotton candy, Sno cones, donuts, Balloon animals & fish pond.

We are also asking for the fee to be waived. ☺ Thanks!
-Any that are interested in coming are more than welcome! ☺

DRAFTAgenda Item Number : **6D****Request For Council Action****Date Submitted** 2014-09-09 15:43:04**Applicant** Kalynn Larson**Quick Title** Dixie State University Tailgates**Subject** Consideration of a request to close 500 South Street between 600 East and 700 East.**Discussion** The Dixie State University Tailgate Events will be held in conjunction with home football games on the following Saturday^{â€™s} in September, October and November. 9/20, 9/27, 10/4, 10/25, 11/1 and 11,8 This Alumni event has been held for the past several years and the DSU students, faculty and staff welcome your support in continuing this Dixie Spirit event.**Cost** \$0.00**City Manager Recommendation** Has been done in past years without problems recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Dixie State University Tailgates CC .pdf](#)**Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments****Attachments** [Dixie State University Tailgates CC .pdf](#)

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:



SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE

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

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: Dixie State University Tailgates

Applicant's Name: Kalynn Larson

Organization: DSU Alumni Association

Mailing Address: 225 S. 700 E.

City, State, Zip: St. George, UT 84770

Day Phone: 435-652-7535 **Cell/other:** 435-680-4958

E-mail: larson@dixie.edu

Event Web Address (if applicable):

Alternate contact name: Hal Hiatt **Day Phone:** 435-673-2111

Cell/other: **E-mail:**

EVENT DETAILS (Complete additional event details on page 3 of this form)

LOCATION 684 E. 500 South between 700 East and 600 East

Location Details/Address:

Event	Date(s): 9/20, 9/27, 10/4, 10/25, 11/1, 11/8	Start time: 3:45 pm	End time: 6 pm
Set-up	Date(s): 9/20, 9/27, 10/4, 10/25, 11/1, 11/8	Start time: 2 pm	End time: 6:30 pm
Clean-up	Date(s): same	Start time:	End time:

Is this a recurring event? *yes* **If yes; daily, weekly or other?** *6 times during football season*

Is this a Annual Event? *yes* **If yes; Same date and Place?** *dates vary, same place*

TYPE OF ACTIVITY *check all that apply:*

<input type="checkbox"/> Sporting	<input type="checkbox"/> 5K	<input type="checkbox"/> Parade	<input checked="" type="checkbox"/> Festival
<input type="checkbox"/> Film Production	<input type="checkbox"/> Vendor Booth	<input type="checkbox"/> Cycling	<input type="checkbox"/> 10K
<input type="checkbox"/> Dance	<input checked="" type="checkbox"/> Block Party	<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Training
<input type="checkbox"/> Fun Run	<input type="checkbox"/> 1/2 Marathon	<input type="checkbox"/> Other: <i>tailgate</i>	

PARTICIPANTS

Number of participants expected: *500* **Number of volunteers/event staff:** *60*

Open to the Public Private Group/Party

If event is open to the public, is it: Entrance Fee/Ticketed Event? *It is free* Fee for Participants/Racers/Runners Only

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

VENDORS/FOOD/ALCOHOL check all that apply

Vendors/merchants Quantity:
Vendors giving away products/services
Vendors selling products/food
Food given away, catered by restaurants/vendors, prepared on site
Alcoholic Beverages beer stands, fenced in beer garden, liquor sales

TENTS/STAGES/STRUCTURES (include details on site map)

Tents/Pop-up Canopies Amount: 1 Dimensions: 6' x 6' SG Fire Dept. (435) 627- 4150
Temporary Stage Dimensions:
Description of Tents/Canopies/Stage, etc.: Taupe canopies

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

Fencing/Scaffolding
Barricades (must obtain privately)
Portable Sanitary Units (must obtain privately)
Music if yes, check all that apply Acoustic Amplified
PA/Audio system Type/Description:
Fireworks / Fire Performances / Open Flame SG Fire Dept. (435) 627- 4150
Propane/Gas on site Gas BBQ Grills SG Fire Dept. (435) 627- 4150
Trash/Recycle bin coordination on site WCSW, (435) 673-2813

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) You may begin to coordinate in advance with these contacts

Road Use Location: 500 South between 600 East and 700 East SG City Public Works Dept., (435) 627-4050
Sidewalk Use Location: Will stay on sidewalks and follow pedestrian laws
Parade # of Floats:

SECURITY/OTHER

Private Security/Officers Company name: Dixie State University # of Personnel: 6 officers
Animals Quantity: What kind:
Drawing or Raffle SG City Legal Dept. Diana Hamblin, (435) 627-4606
Motion Pictures/Videos Other:

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

Handwritten signatures and date 9/8/14
Print Applicant's Name
Applicant's Signature
Date

Please do NOT include my event on the City Event Calendar Website

DIXIE STATE UNIVERSITY NEIGHBOR AGREEMENTS
August 5, 2014

Dixie State University has six home football games for the 2014 schedule. For the past several years, we have had a tailgate before each football game. DSU would like to have tailgates on the following dates and would like to close the road (500 S. between 600 and 700 East) , but leave you access to get out of your property:

- Saturday, September 20th - 1:30 - 6:30 p.m.
- Saturday, September 27th - 1:30 - 6:30 p.m.
- Saturday, October 4th - 1:30 - 6:30 p.m.
- Saturday, October 25th - 1:30 - 6:30 p.m.
- Saturday, November 1st - 1:30 - 6:30 p.m.
- Saturday, November 8th - 1:30 - 6:30 p.m.

We would also like to close the road just in front of the Alumni House for a Homecoming Kick-off event on Monday, October 20th for a Trunk or Treat/Waffle Supper from 4 - 8 p.m.

You are invited to the tailgates and any Alumni Event that is held. We would love to have you come eat and join with us for the fun as we bring the Dixie Spirit to the community and connect with the DSU students, faculty and staff.

We would like your permission to close the street. If you are in agreement with this happening, please sign below.

Kathy Gardner
Gardner Family

8-5-14
Date

[Signature]
Jacobson Pratt Family

8-6-14
Date

[Signature]
Steven Hartman

8-5-14
Date



Block Party Petition CITY OF ST. GEORGE

Office Use Only

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

Phone: (435) 627-4128
Fax: (435) 627-4430
events@sgcity.org

For each block party application which involves a street closure, the applicant must secure the signatures of the residents in the area where the street will be closed. Please use this form* for that process.

We understand that a block party permit has been submitted for a block party on our street on [date] SEX (6) DATES from [time] 2:00 PM to 6:30 PM. By our signature, we acknowledge our awareness of the plans.

Name	Address	Signature
------	---------	-----------

We would like your permission to close the street. If you are in agreement with this happening, please sign below.

Kathy Gardner
Gardner Family

8-5-14
Date

[Signature]
Jacobson Pratt Family

8-6-14
Date

[Signature]
Steven Hartman

8-15-14
Date

*Applicant: Make additional copies of this form as needed to secure at least one signature from each address that will be impacted by the block party closure.

DRAFTAgenda Item Number : **6E****Request For Council Action****Date Submitted** 2014-09-09 15:19:12**Applicant** Ben Ashcraft**Quick Title** Celebrating Families Through Adoption**Subject** Consideration of a request to waive the Town Square Park use fee.**Discussion** The Celebrating Families Through Adoption event will be held at Town Square Park on November 8, 2014 from 10 am to 4 pm. This Festival/Carnival/Party will celebrate families that have been touched in some way by adoption.**Cost** \$0.00**City Manager Recommendation** Great cause and fun event. Recommend approval.**Action Taken****Requested by** Bill Swensen**File Attachments** [Celebrating Families Through Adoption CC .pdf](#)**Approved by Legal Department?****Approved in Budget?** **Amount:****Additional Comments****Attachments** [Celebrating Families Through Adoption CC .pdf](#)

FOR OFFICE USE ONLY

Insurance Received:	Date Received:
Application Fee Paid	Date Paid:

Business License Use Only



**SPECIAL EVENT
PERMIT APPLICATION
CITY OF ST. GEORGE**

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

Phone: (435) 627-4128
Fax: (435) 627-4430
bill.swensen@sgcity.org

EVENT NAME: Celebrating Families Through Adoption

Applicant's Name: Ben Ashcraft

Organization: Utah Foster Care

Mailing Address: 491 E. Riverside Drive # 2B

City, State, Zip: St. George, Utah 84790

Day Phone: 435-656-8065 **Cell/other:** 435-862-8124

E-mail: stgeorge.utahfostercare@gmail.com

Event Web Address (if applicable):

Alternate contact name: Tracie Tice **Day Phone:**

Cell/other: 435-229-0475 **E-mail:** outreach@premieradoption.org

EVENT DETAILS *(Complete additional event details on page 3 of this form)*

LOCATION Town Square Park, St. George, UT

Location Details/Address: 50 South Main Street, St. George, Utah 84770

Event	Date(s): November 8 th , 2014	Start time: 10 AM	End time: 4 PM
Set-up	Date(s): November 8 th , 2014	Start time: 10 AM	End time:
Clean-up	Date(s): November 8 th , 2014	Start time:	End time: 4 PM

Is this a recurring event? Yes **If yes; daily, weekly or other?**

Is this a Annual Event? Yes **If yes; Same date and Place?** Hopefully

TYPE OF ACTIVITY *check all that apply:*

<input type="checkbox"/> Sporting	<input type="checkbox"/> 5K	<input type="checkbox"/> Parade	<input checked="" type="checkbox"/> Festival
<input type="checkbox"/> Film Production	<input checked="" type="checkbox"/> Vendor Booth	<input type="checkbox"/> Cycling	<input type="checkbox"/> 10K
<input type="checkbox"/> Outdoors Sales	<input type="checkbox"/> Training	<input type="checkbox"/> Fun Run	<input type="checkbox"/> ½ Marathon
		<input type="checkbox"/> Dance	<input type="checkbox"/> Block Party
		<input type="checkbox"/> Other:	

PARTICIPANTS

Number of participants expected: 200 **Number of volunteers/event staff:** 20

Open to the Public Private Group/Party

If event is open to the public, is it: Entrance Fee/Ticketed Event? No Fee for Participants/Racers/Runners Only No

SPECIAL EVENT PERMIT APPLICATION

EVENT _____

VENDORS/FOOD/ALCOHOL *check all that apply*

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Vendors/merchants Quantity: 10 | <input checked="" type="checkbox"/> Vendors giving away products/services | <input type="checkbox"/> Vendors selling products/food |
| <input checked="" type="checkbox"/> Food | SW Utah Health Dept., (435) 986-2580 | |
| <input checked="" type="checkbox"/> given away | <input checked="" type="checkbox"/> catered by restaurants/vendors | <input type="checkbox"/> prepared on site |
| <input type="checkbox"/> Alcoholic Beverages | Utah DABC, (801) 977-6800 | |
| <input type="checkbox"/> beer stands | <input type="checkbox"/> fenced in beer garden | <input type="checkbox"/> liquor sales Bus. Licensing, (435) 627-4740 |

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

- | | | |
|---|-------------------|-------------------------------|
| <input checked="" type="checkbox"/> Tents/Pop-up Canopies | Amount: 10 | SG Fire Dept. (435) 627- 4150 |
| | Dimensions: 10X10 | |
| <input type="checkbox"/> Temporary Stage | Dimensions: | |
- Description of Tents/Canopies/Stage, etc.: Information Booths

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Fencing/Scaffolding | | |
| <input type="checkbox"/> Barricades | | |
| <input type="checkbox"/> Portable Sanitary Units | | <i>(must obtain privately)</i> |
| <input checked="" type="checkbox"/> Music <i>if yes, check all that apply</i> | <input checked="" type="checkbox"/> Acoustic | <input checked="" type="checkbox"/> Amplified |
| <input checked="" type="checkbox"/> PA/Audio system | Type/Description: BAND IS BRANDING & PRODUCING | |
| <input type="checkbox"/> Fireworks / Fire Performances / Open Flame | | SG Fire Dept. (435) 627- 4150 |
| <input type="checkbox"/> Propane/Gas on site | | SG Fire Dept. (435) 627- 4150 |
| <input type="checkbox"/> Trash/Recycle bin coordination on site | | WCSW, (435) 673-2813 |

ROAD & SIDEWALK USE (ENCROACHMENT PERMITS) *You may begin to coordinate in advance with these contacts*

- | | | | |
|---------------------------------------|-------|---|--|
| <input type="checkbox"/> Road Use | (N/A) | Location: N/A | SG City Public Works Dept.,
(435) 627-4050 |
| | | <i>(please include details on site map)</i> | |
| <input type="checkbox"/> Sidewalk Use | | Location: N/A | <input type="checkbox"/> Will stay on sidewalks and follow pedestrian laws |
| | | <i>(please include details on site map)</i> | |
| <input type="checkbox"/> Parade | | # of Floats: N/A | |

SECURITY/OTHER (N/A)

You may begin to coordinate in advance with these contacts:

- | | | |
|--|---------------------------------|---|
| <input type="checkbox"/> Private Security/Officers | Company name: | # of Personnel: |
| <input type="checkbox"/> Animals | Quantity: | What kind: |
| <input type="checkbox"/> Drawing or Raffle | | SG City Legal Dept. Diana Hamblin, (435) 627-4606 |
| <input type="checkbox"/> Motion Pictures/Videos | <input type="checkbox"/> Other: | |

My signature verifies that I have completed this application to the best of my knowledge and I am aware that I am responsible for paying for City services beyond "basic City services" (if applicable to my event).

BEN ASHCRAFT		8-13-14
Print Applicant's Name	Applicant's Signature	Date

Please do NOT include my event on the City Event Calendar Website

SPECIAL EVENT PERMIT APPLICATION

EVENT _____ -

Page 3 of 5

EVENT DESCRIPTION

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

- *Please be sure to include any elements of your event that will help our review committee.*
-

Festival/Carnival/Party to celebrate families that have been touched in some way by adoption. We are wanting to provide them with fun, food, prizes, and entertainment. We have a live band that has agreed to come and play, along with people who will be sharing their adoption stories. We discussed the possibility of having some local businesses which focus on providing family friendly services come and provide a booth with an activity for the children, along with sharing business information, but no sales.

Other activities we hope to have, and have had in past years are...

Bounce house

Climbing Wall (National Guard)

Fire Truck

Face Painting

Photo booth

Snacks and Refreshments (also possibly sandwiches from a vender such as Chick-fi-lay

Blue bunny Ice Cream or Sub Zero Ice Cream

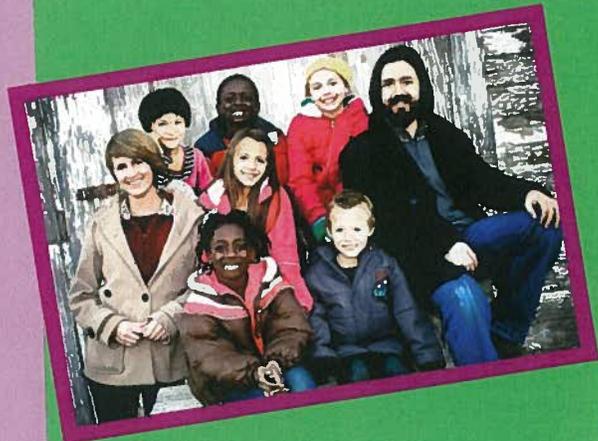
BAND NAME: REID FAMILY BAND (LOGAN REID) www.reidrock.com



Celebrating Families Through Adoption

November is National Adoption month! We are asking anyone touched by adoption to join us in our celebration! This will be our 4th annual event and is an opportunity for families, birth parents, and adoptees in our area to connect and create a strong support system within our community. Best of all everything is FREE!! Please join us:

Saturday
November 8th, 2014
Town Square
50 South Main Street, St. George, Utah
Noon - 3pm



This year's FREE activities will include:

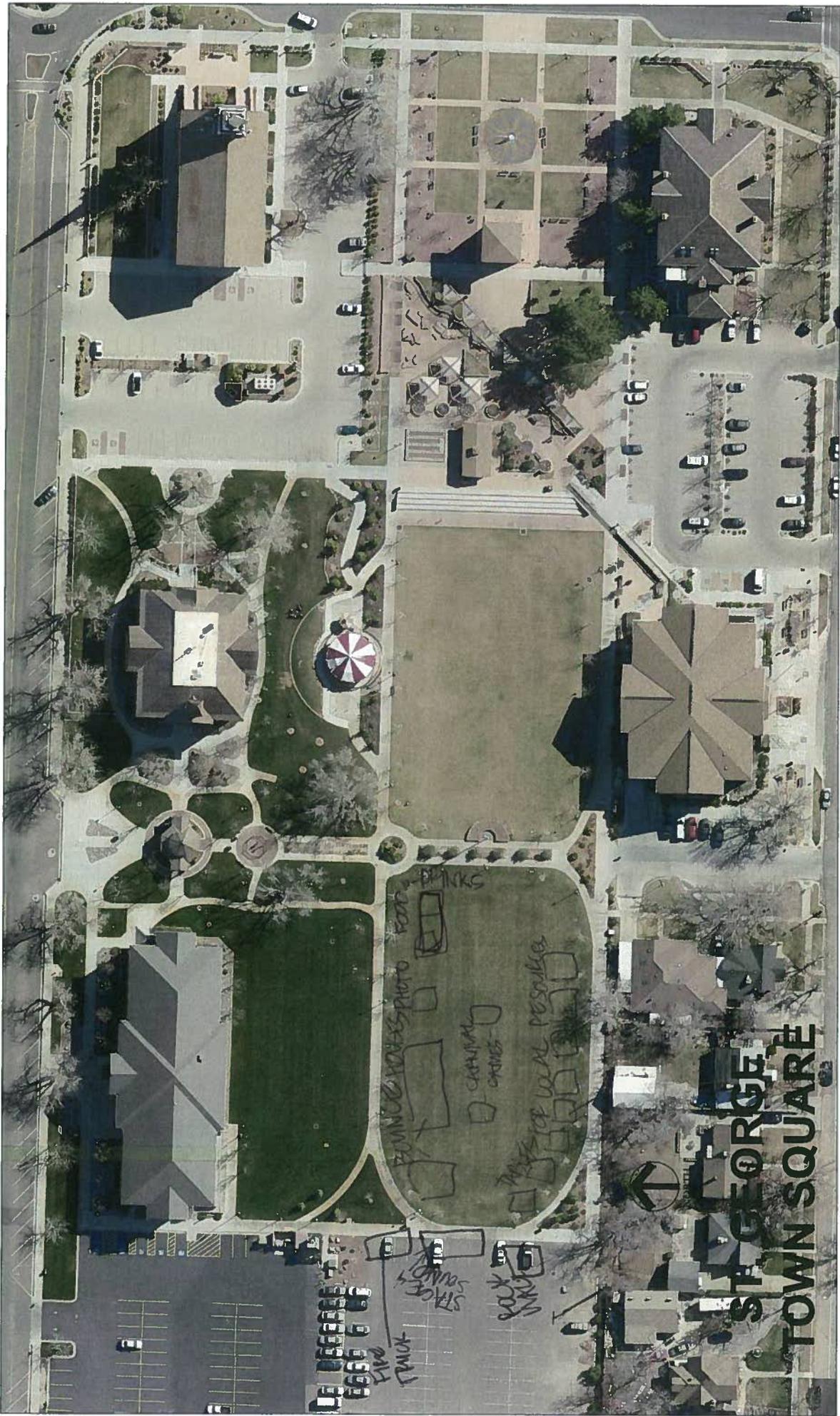
- Live Music by Reid Family Band
- Prize Drawings
- Bounce Houses
- Carnival Games and Activities
- Rock Wall
- Face Painting
- Free Family Photo sitting
- Beverages and Food
- Information on local resources AND MORE!!



Find Us On **facebook**

facebook.com/celebrating.families.3





ST. GEORGE TOWN SQUARE

PUNISHMENT PHOTO BOOTH
PINKS
CASHING GAMES
MAYBE FOR VOLUNTEERS

FIND
TRAIL
ST. GEORGE TOWN SQUARE
YOUR OWN

DRAFTAgenda Item Number : **6F**

Request For Council Action

Date Submitted 2014-09-03 15:31:51**Applicant** PC**Quick Title** PC report from 9/16/14**Subject** Consider the report from the Planning Commission meeting of September 16, 2014.

Discussion The PC meeting was moved back a week to Sept 16th to allow 2 PC members to attend the ULCT convention in SLC. The PC agenda for the 16th includes 4 final plats, 1 amended final plat, and 2 conditional use permit (CUP) requests. The CUP requests are listed separately on the Council agenda. The PC will consider these items on the 16th and forward a recommendation for the Council meeting on the 18th. None of the PC agenda items are expected to generate much public interest as the requests are not controversial.

Cost \$0.00**City Manager Recommendation** Plats and CUP's will highlight the meeting.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

**CITY OF ST. GEORGE
WASHINGTON COUNTY, UTAH**

PLANNING COMMISSION REPORT: SEPTEMBER 16, 2014
CITY COUNCIL MEETING: SEPTEMBER 18, 2014

1. **FINAL PLATS (FP)**

- A. Consider approval of a final plat for “**Desert Edge Phase 3**” a ten (10) residential subdivision. The representative is Mr. Brad Petersen, Development Solutions. The property is zoned PD-R (Planned Development Residential) and is located at approximately 6050 South and 3470 East (Desert Canyons development south of the Southern Parkway, Exit 6). 2014-FP-056. (Staff – Todd J.).
- B. Consider approval of a final plat for “**Desert View Phase 1**” a six (6) lot residential subdivision. The representative is Mr. Brad Petersen, Development Solutions. The property is zoned PD-R (Planned Development Residential) and is located at approximately 6080 South and 3390 East (Desert Canyons development south of the Southern Parkway, Exit 6). 2014-FP-050. (Staff – Todd J.).
- C. Consider approval of a final plat for “**Hoopes Subdivision**” a three (3) lot residential subdivision. The representative is Mr. Reid Pope, L.R. Pope Engineering. The property is zoned R-1-8 (Single Family Residential 8,000 square foot minimum lot size) and is located at approximately 650 East 600 South Street (downtown St George). 2014-FP-058. (Staff – Todd J.).
- D. Consider approval of a final plat for “**Oakwood Estates Phase 1**” a thirty-three (33) lot residential subdivision. The representative is Mr. Brad Petersen, Development Solutions. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located at approximately 3000 East and 3150 South (east side of 3000 East, Little Valley area). 2014-FP-055. (Staff – Todd J.).
- E. Consider approval of a final plat for “**River Stone Phase 4**” a twenty-one (21) lot residential subdivision. The representative is Mr. Brad Petersen, Development Solutions. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located at approximately 1000 West and 4100 South Street (Riverstone & Las Colinas development). 2014-FP-052. (Staff – Todd J.).

2. **FINAL PLAT AMENDMENT (FPA)** *(no public hearing – 100% consensus obtained)*

Consider approval of a final plat amendment for “**Las Colinas Phase 3 Amended and Extended**” to amend a previously recorded residential subdivision Final Plat. The representative is Mr. Brad Petersen, Development Solutions. The property is zoned PD-R (Planned Development Residential) and is located at 890 West Street and Las Colinas Drive (Riverstone & Las Colinas developments). Case No. 2014-FPA-047. (Staff – Todd J.)

3. CONDITIONAL USE PERMIT

- A. Consider a request for a Conditional Use Permit to construct a **detached garage** with a maximum ridge height of approximately twenty-four feet six inches (24'-6"). The structure will be similar materials and color to the existing home and have 680 sq. ft. (20 ft. x 34 ft.) The property is located at 2373 East Mountain Ledge Drive and is zoned RE-12.5. The applicants are Mr. and Mrs. Clark. Case No. 2014-CUP-019 (Staff – Ray S.)
- B. Consider a request for a Conditional Use Permit to use a **Landmark Site** for a vacation rental. The property is located at 278 N 100 W and is zoned RCC (Residential Central City). The applicants are Mr. and Mrs. Chris Potter. Case No. 2014-CUP-018 (Staff – Ray S.)

4. OTHER PLANNING COMMISSION BUSINESS

- A. The Planning Commission considered and **tabled** a final plat for "**Legends of Cactus Flats**" a twelve (12) lot residential subdivision. The representative is Mr. Roger Bundy, R & B Surveying. The property is zoned R-1-10 (Single Family Residential 10,000 square foot minimum lot size) and is located at approximately 2300 South and 2010 East Street (north of the LDS Church at 2079 East 2450 South Street). 2014-FP-030. (Staff – Todd J.). *This final plat was tabled as there were several issues that could not be answered as no representative was at the Planning Commission meeting.*
- B. **Introduction: John Willis new employee** - Planning Department Manager was introduced to the planning Commission.
- C. **Report on ULCT**; the two Planning Commissioners who attended this year's annual conference (commissioners Nathan Fisher & Don Buehner) reported on the three day conference and their positive experience with it.

PCR ITEM 1A

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/16/2014
CITY COUNCIL MEETING: 09/18/2014

FINAL PLAT

Deserts Edge Phase 3

Case No. 2014-FP-056

Request: Approval of a 10 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 6050 South and 3470 East (Desert Canyons development south of Southern Parkway, Exit 6)

Zone: PD-R

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

NOTIFICATION AND CONSENT TO IMACT FEE OBLIGATION:

THE OWNERS AND MORTGAGEES OF SUBJECT TRACT AND HEREBY COMBINE TO HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT'S IMACT FEE OBLIGATION AS STATED HEREIN, FOR THE USES AND PURPOSES STATED THEREIN.

ACKNOWLEDGEMENT BY WASHINGTON COUNTY WATER CONSERVANCY DISTRICT:

THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE NOTIFICATION AND CONSENT TO IMACT FEE OBLIGATION FOR THIS TRACT.

STATE OF UTAH }
COUNTY OF WASHINGTON }
ON THIS DAY OF 2013, PERSONALLY APPEARED BEFORE ME, BARRY HOLL, MORTGAGEE OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING MORTGAGE, AND THAT HE EXCLUDED THE FOREGOING MORTGAGEE'S CONSENT TO THE USES AND PURPOSES STATED THEREIN.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

ON THIS DAY OF 2013, PERSONALLY APPEARED BEFORE ME, BARRY HOLL, DOB, THE MANAGER OF QUALITY DEVELOPMENT, LLC, DOB, HEREBY ACKNOWLEDGE AND CONSENT TO THE TERMS AND CONDITIONS OF THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT'S IMACT FEE OBLIGATION AS STATED HEREIN, FOR THE USES AND PURPOSES STATED THEREIN.

MORTGAGEE'S CONSENT TO RECORD

WE, CHERRY FINANCIAL SERVICES, INC., MORTGAGEE OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING MORTGAGE, AND THAT HE EXCLUDED THE FOREGOING MORTGAGEE'S CONSENT TO THE USES AND PURPOSES STATED THEREIN.

MORTGAGEE'S CONSENT TO RECORD

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Subdivision Final Plat for
DESERTS EDGE - PHASE 3
Located in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, Township 43 South, Range 15 West, S18&M

PCR ITEM 1B

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/16/2014
CITY COUNCIL MEETING: 09/18/2014

FINAL PLAT

Desert View Phase 1

Case No. 2014-FP-050

Request: Approval of a 6 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 6080 South and 3390 East (Desert Canyons development south of Southern Parkway, Exit 6)

Zone: PD-R

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 1C

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/16/2014
CITY COUNCIL MEETING: 09/18/2014

FINAL PLAT

Hoopes Subdivision

Case No. 2014-FP-058

Request: Approval of a 3 Lot Residential Subdivision Final Plat

Representative: Ried Pope, L.R. Pope Engineering
1240 East 100 South #15-B
St. George, UT 84790

Property: Located at 650 East, 600 South St. (downtown St. George)

Zone: R-1-8

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

SURVEYOR'S CERTIFICATE

I, LLOYD WOODS, SURVEYOR, CERTIFY THAT I AM A PROFESSIONAL ENGINEER AND LICENSED SURVEYOR IN THE STATE OF MISSISSIPPI. I HAVE PERSONALLY CONDUCTED THE SURVEY AND THE LINES SHOWN ON THIS PLAN ARE THE RESULT OF MY OWN FIELD MEASUREMENTS AND CALCULATIONS. I HAVE NOT BEEN INFLUENCED BY ANY OTHER PARTY IN THE CONDUCT OF THIS SURVEY.

HOOPES SUBDIVISION

BOUNDARY DESCRIPTION

LOT 1 BOUNDARY: 1/4 SECTION 16, T11N, R10E, S1E, COUShattO, MISSISSIPPI



OWNER'S DEDICATION

THE ABOVE DESCRIBED TRACT HAS BEEN DEDICATED TO THE PUBLIC USE OF THE CITY OF HOOPES, MISSISSIPPI, AND THE DEDICATION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT OF DEDICATION FILED IN THE PUBLIC RECORDS OF THE CLERK OF THE COUNTY OF CLAY, MISSISSIPPI, ON 08/14/2014.

HOOPES SUBDIVISION

THE SURVEYOR HAS BEEN ADVISED THAT THE ABOVE DESCRIBED TRACT IS BEING DEDICATED TO THE PUBLIC USE OF THE CITY OF HOOPES, MISSISSIPPI, AND THE DEDICATION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT OF DEDICATION FILED IN THE PUBLIC RECORDS OF THE CLERK OF THE COUNTY OF CLAY, MISSISSIPPI, ON 08/14/2014.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SEAL AND SIGNATURE TO THIS CERTIFICATE ON THIS 14th DAY OF AUGUST, 2014.

HOOPES TOWN, MISSISSIPPI, HAS BEEN DEDICATED AND ACCEPTED BY THE CITY OF HOOPES, MISSISSIPPI.

TRUST ACKNOWLEDGMENT

I, [Name], of the County of [County], State of [State], do hereby certify that I am the owner of the above described property and that I have executed this instrument of dedication for the purposes stated herein.

CONSENT OF MORTGAGEE TO RECORD

I, [Name], of the County of [County], State of [State], do hereby consent to the recording of this instrument of dedication in the public records of the County of [County], State of [State], for the purposes stated herein.

MORTGAGEE ACKNOWLEDGEMENT

I, [Name], of the County of [County], State of [State], do hereby acknowledge the recording of this instrument of dedication in the public records of the County of [County], State of [State], for the purposes stated herein.

CONSENT OF MORTGAGEE TO RECORD

I, [Name], of the County of [County], State of [State], do hereby consent to the recording of this instrument of dedication in the public records of the County of [County], State of [State], for the purposes stated herein.

MORTGAGEE ACKNOWLEDGEMENT

I, [Name], of the County of [County], State of [State], do hereby acknowledge the recording of this instrument of dedication in the public records of the County of [County], State of [State], for the purposes stated herein.

GEOTECHNICAL NOTE:

A GEOTECHNICAL INVESTIGATION WAS PERFORMED BY [Name] ON [Date] AT THE ABOVE DESCRIBED TRACT. THE RESULTS OF THE INVESTIGATION ARE AS FOLLOWS: [Details of geotechnical findings]

SETBACK REQUIREMENTS
 SETBACK ALONG FRONT: 25' FRONT
 SETBACK FROM ALL OTHER PROPERTY LINES: 10' FRONT

LEGEND
 ALL BOUNDARY AND LOT CORNERS TO BE SET WITH 1/2" IRON PIPES
 1/2" IRON PIPE
 1/2" IRON PIPE
 1/2" IRON PIPE

GRAPHIC SCALE
 1" = 100' HORIZONTAL
 1" = 20' VERTICAL

GENERAL NOTES AND RESTRICTIONS
 1. THE CITY OF HOOPES, MISSISSIPPI, HAS BEEN DEDICATED AND ACCEPTED BY THE CITY OF HOOPES, MISSISSIPPI.
 2. THE SURVEYOR HAS BEEN ADVISED THAT THE ABOVE DESCRIBED TRACT IS BEING DEDICATED TO THE PUBLIC USE OF THE CITY OF HOOPES, MISSISSIPPI, AND THE DEDICATION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT OF DEDICATION FILED IN THE PUBLIC RECORDS OF THE CLERK OF THE COUNTY OF CLAY, MISSISSIPPI, ON 08/14/2014.

APPROVAL AS TO FORM
 APPROVED AS TO FORM: [Date] A.D. 2014.
 CITY ATTORNEY: [Name], CITY OF ST. GEORGE

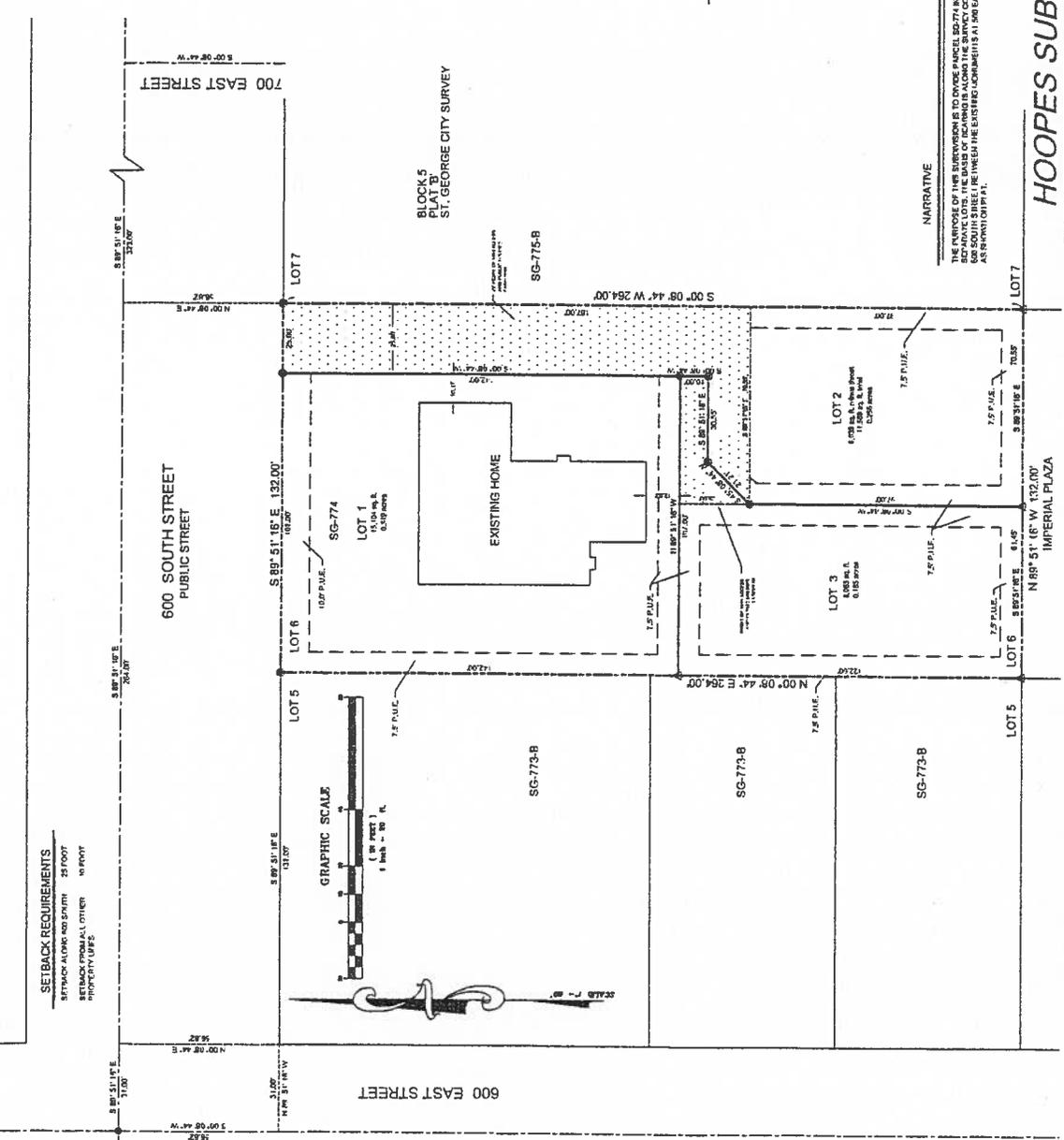
ENGINEER'S APPROVAL
 THE ABOVE SUBDIVISION PLAN HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH THE ENGINEERING PROFESSIONAL ACT, MISSISSIPPI, A.D. 2014.
 DAY OF [Month], A.D. 2014.
 ENGINEER: [Name], CITY OF ST. GEORGE

APPROVAL OF THE PLANNING COMMISSION
 ON THIS [Date] DAY OF [Month], A.D. 2014, THE PLANNING COMMISSION OF THE CITY OF ST. GEORGE, MISSISSIPPI, HAS REVIEWED THE ABOVE SUBDIVISION PLAN AND HAS APPROVED THE PLAN IN ACCORDANCE WITH THE CITY'S PLANNING ORDINANCES AND BY AUTHORITY OF THE CITY OF ST. GEORGE, MISSISSIPPI.
 CITY OF ST. GEORGE

APPROVAL AND ACCEPTANCE BY ST. GEORGE CITY
 THE ABOVE SUBDIVISION PLAN HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH THE CITY'S PLANNING ORDINANCES AND BY AUTHORITY OF THE CITY OF ST. GEORGE, MISSISSIPPI.
 CITY OF ST. GEORGE

TREASURER APPROVAL
 I, [Name], TREASURER OF THE CITY OF ST. GEORGE, MISSISSIPPI, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED TRACT IS BEING DEDICATED TO THE PUBLIC USE OF THE CITY OF HOOPES, MISSISSIPPI, AND THE DEDICATION IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THE INSTRUMENT OF DEDICATION FILED IN THE PUBLIC RECORDS OF THE CLERK OF THE COUNTY OF CLAY, MISSISSIPPI, ON 08/14/2014.
 CITY OF ST. GEORGE

RECORDED NUMBER
 THIS INSTRUMENT OF DEDICATION IS BEING RECORDED IN THE PUBLIC RECORDS OF THE CLERK OF THE COUNTY OF CLAY, MISSISSIPPI, ON [Date] A.D. 2014.



HOOPES SUBDIVISION

NARRATIVE
 THE PURPOSE OF THIS SUBDIVISION IS TO DIVIDE PARCEL 88774 INTO THREE (3) LOTS, TO BE KNOWN AS LOTS 1, 2, AND 3, FOR THE PURPOSES OF THE CITY OF HOOPES, MISSISSIPPI.

HOOPES SUBDIVISION

PCR ITEM 1D

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/16/2014
CITY COUNCIL MEETING: 09/18/2014

FINAL PLAT

Oakwood Estates Phase 1
Case No. 2014-FP-055

Request: Approval of a 33 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 3000 East and 3150 South (east side of 3000 East, Little Valley area)

Zone: R-1-10

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 1E

Final Plat

PLANNING COMMISSION AGENDA REPORT: 09/16/2014
CITY COUNCIL MEETING: 09/18/2014

FINAL PLAT

Riverstone Phase 4

Case No. 2014-FP-052

Request: Approval of a 21 Lot Residential Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at approximately 1000 West and 4100 South St.
(Riverstone & Las Colinas Developments)

Zone: R-1-10

Staff Comments: All aspects of this Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 2

Final Plat Amended and Extended

PLANNING COMMISSION AGENDA REPORT: 09/16/2014
CITY COUNCIL MEETING: 09/18/2014

FINAL PLAT

Las Colinas Phase 3 Amended and Extended

Case No. 2014-FPA-047

Request: Approval of a 12 Lot Residential Amended and Extended Subdivision Final Plat

Representative: Brad Petersen, Development Solutions
120 East St. George Blvd, Suite #300
St. George, UT 84770

Property: Located at 890 West St. and Las Colinas Dr. (Riverstone & Las Colinas Developments)

Zone: PD-R

Staff Comments: The purpose of this Amended and Extended Final Plat is to increase the size of Lots 306 & 312. This is to accommodate a larger home that is being requested to be built upon these lots. Also remove a few General Notes that did not apply to this Plat. No other changes were made or intended.

All aspects of this Amended and Extended Final Plat were carefully looked at and reviewed by the Community Development Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the preliminary plat conditions and approvals.

P.C.: The Planning Commission recommends approval.

PCR ITEM 3A

CUP / Detached Garage - Height

PLANNING COMMISSION AGENDA REPORT: 09/16/2014
CITY COUNCIL MEETING: 09/18/2014

CONDITIONAL USE PERMIT Case No. 2014-CUP-019

- Request:** To construct a **detached accessory structure** with a maximum ridge height of approximately twenty-four feet six inches (24'-6") for a proposed detached garage.
- Property:** The property is located at 2373 East Mountain Ledge Drive.
- Applicant(s):** Mr. and Mrs. Dave Clark
2373 East Mountain Ledge Drive
St George, Utah 84790
- Representative:** Mr. Reggie Anderson, contractor
- Zoning:** RE-12.5 (residential Estate 12,500 sq. ft. minimum lot size).
- Ordinance(s):** **Height:** Title 10, Chapter 7 Article A "Residential Estate Zones," Section 10-7A-4(B) reads: *"No accessory building shall be erected to a height greater than fifteen feet (15') unless reviewed by the Planning Commission and approved by the City Council as a conditional use permit."*
- This structure will be approximately twenty-four feet six inches (24'-6") to the ridge line, thus necessitating the purpose of this conditional use permit request.
- Setbacks:** Title 10, Chapter 7 Article A "Residential Estate Zones," Section 10-7A-6(A) reads: *". . . Accessory buildings located at least 10 feet from a main building may have two feet (2') side or rear setbacks on interior lot lines, but no less.*
- Building:** The detached garage would be 20 ft. x 34 ft. (680 sq. ft.). The garage is single story with a non-habitable attic storage area.
- Adj. Land:** Single-family residences
- Noticing:** Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].

P.C.: The Planning Commission recommends approval with the following comments, conditions, and findings

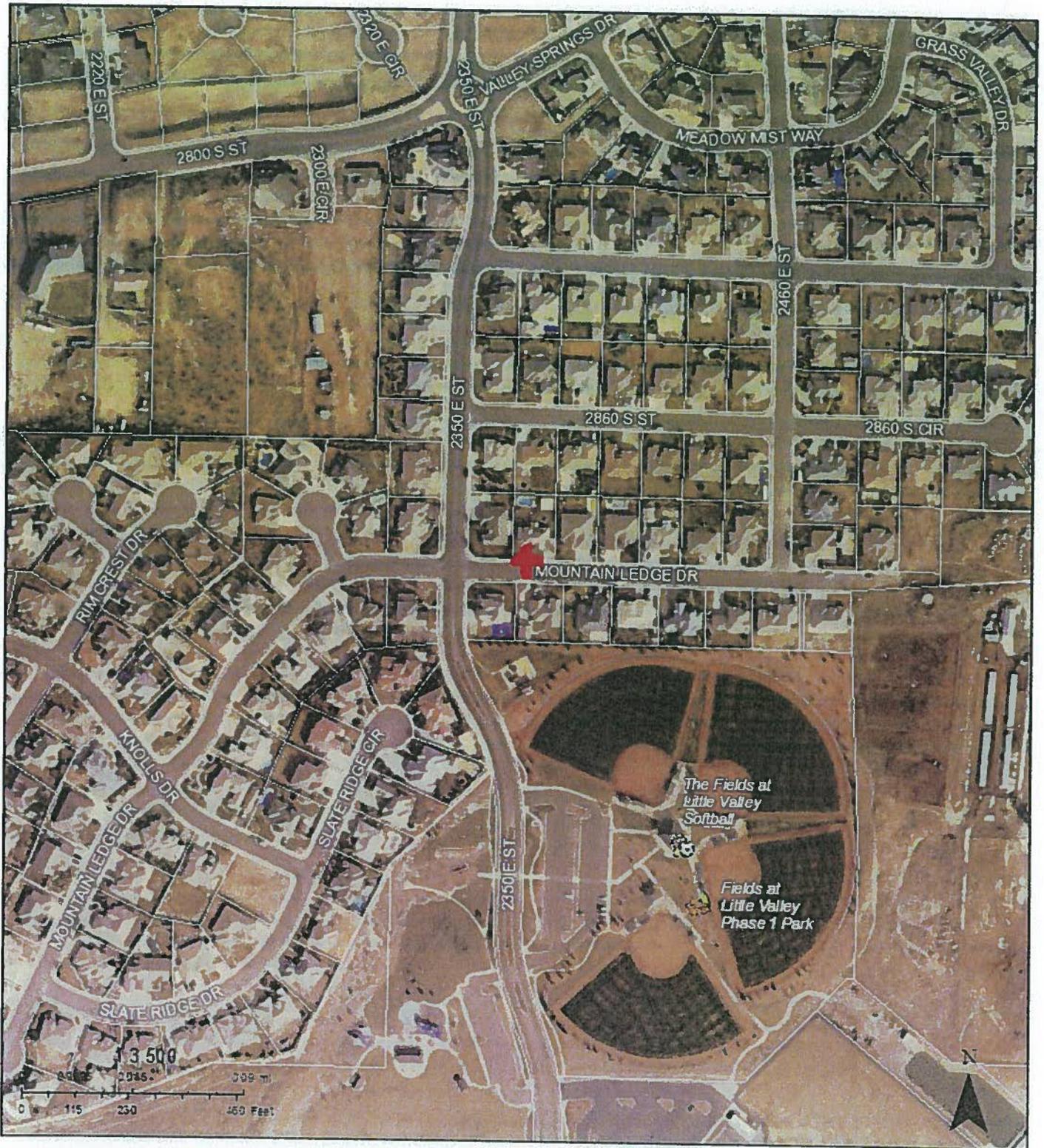
- Comments:**
1. The property is an interior lot with frontage & access on Mountain Ledge Drive.
 2. The proposed structure will not encroach onto any City easements.
 3. The applicants propose 'attic storage'; There will be 14 ft. ceiling on the main garage floor level and a limited 14 ft. high storage area (due to truss sides) in the attic, however only a pull down ladder is proposed to access (no permanent stairway) – not for habitable space.
 4. The home has an existing third car garage attached to the house that will be converted into an exercise room.

- Conditions:**
1. Setbacks; The proposed detached structure may be setback three feet (3') from the side yard setback, four feet (4') from the rear yard setback, and will be approximately thirty-one feet (31') behind the existing home.
 2. Height; The proposed height to the ridge is twenty-four feet six inches (24'-6") to accommodate a detached garage.
 3. Colors; The detached structure will be constructed of similar materials and colors to match the residence.
 4. Legal review; Subject to Legal Department review as required.

Findings: The following standards must be met to mitigate the reasonably anticipated detrimental effects **if imposed** as a condition of approval:

Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.
	N/A	B. Dust	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious dust beyond the property line.
	N/A	C. Odors	1. Comply with all air quality standards, state, federal and local. 2. Use shall not create unusual or obnoxious odors beyond the property line.
The detached structure will be constructed of similar materials and colors to match the home.		D. Aesthetics	1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.

	N/A	E. Safety	<p>1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.</p> <p>2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.</p>
	N/A	F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
The detached structure will be approximately 24'-6" feet in height.		G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
	N/A	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
	N/A	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>
This detached structure is within the existing character of the residential estate zone.		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>
	N/A	K. Public Health	<p>1. Use shall comply with all sanitation and solid waste disposal codes.</p> <p>2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)</p>



Vicinity - for 2373 E Mountain Ledge



Made by the City of St. George GIS Department
 SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

September 2, 2014



2373 E Mountain Ledge

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

September 2 2014



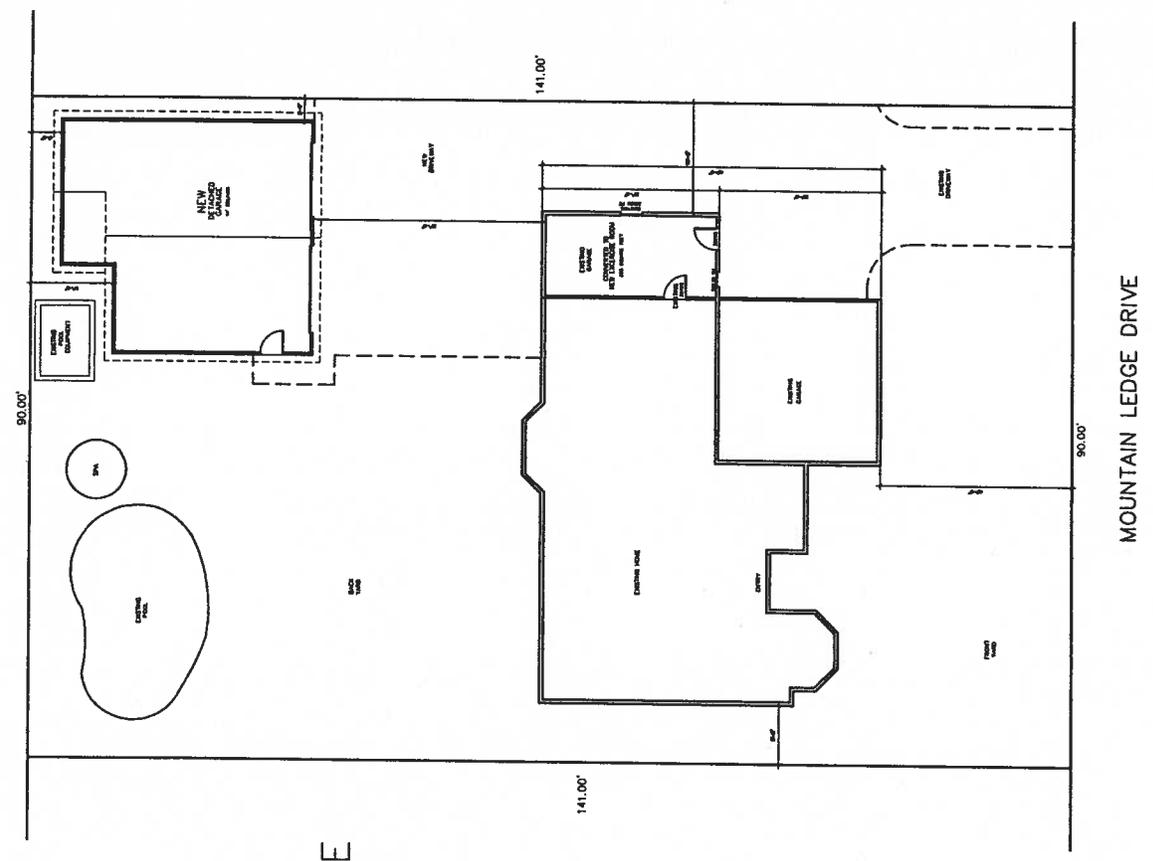
DATE: 8-14-2018
DRAWN BY: JULE RUTLEDGE
REVISIONS:



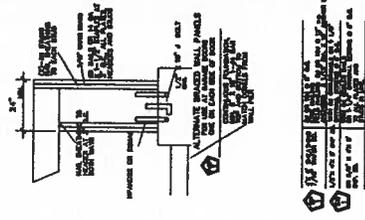
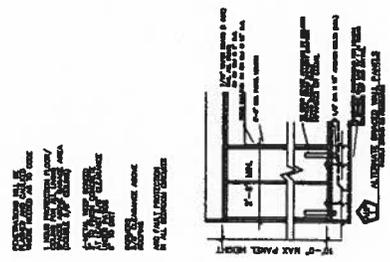
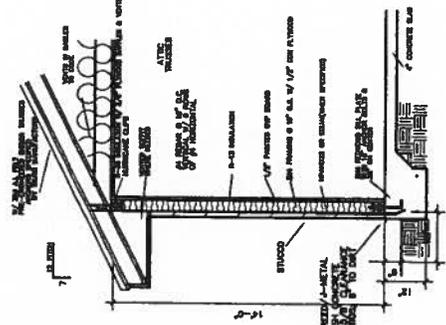
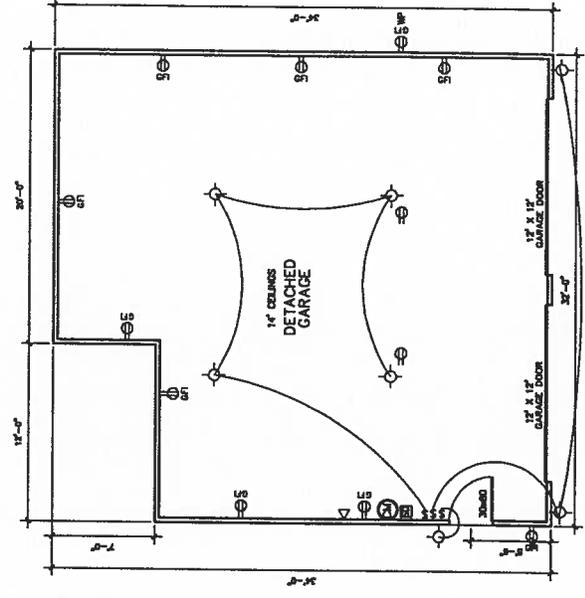
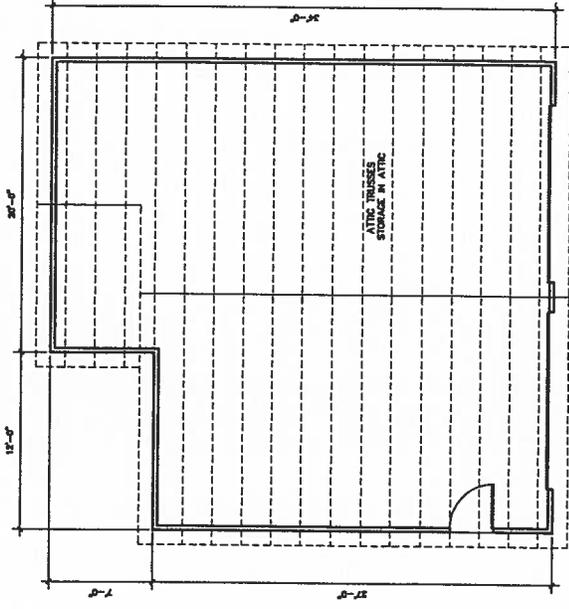
CLARK RESIDENCE
2373 E MOUNTAIN LEDGE DRIVE

SITE PLAN
A 100

CLARK RESIDENCE
MEADOW VALLEY ESTATES 1
2373 EAST
MOUNTAIN LEDGE DRIVE
ST. GEORGE, UT

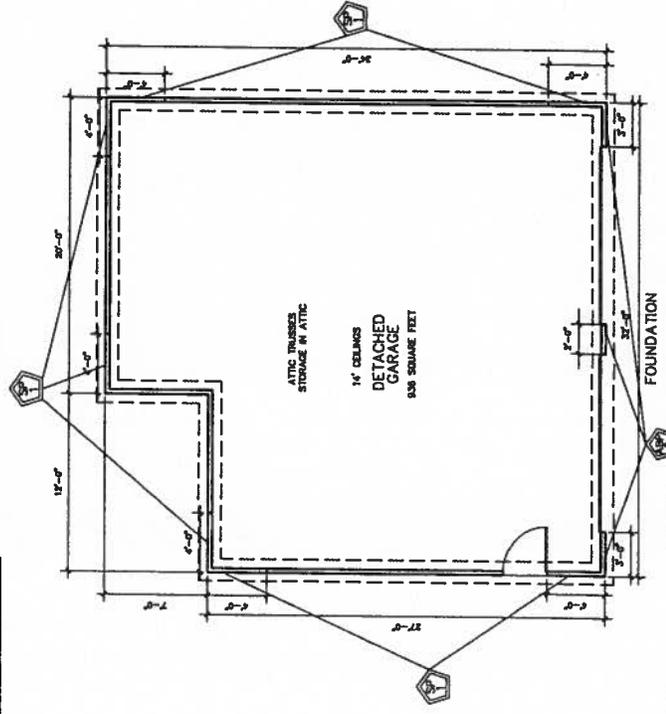


SITE PLAN
SCALE 1/8" = 1'-0"

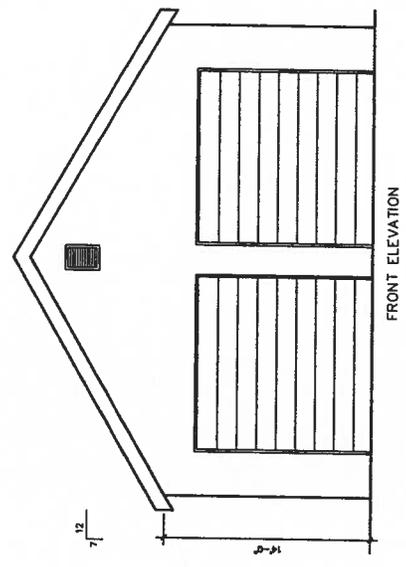


ARC FAULT PROTECTION IN ALL BEDROOM CIRCUITS

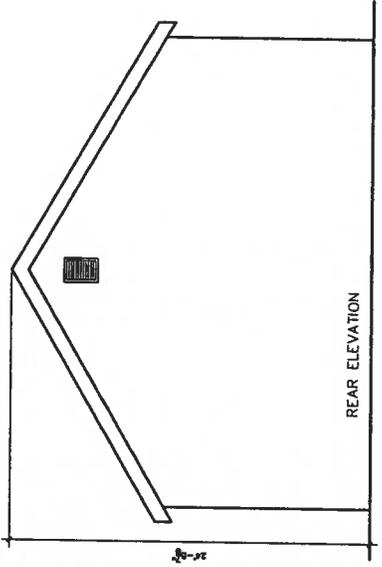
○	CEILING OF WALL LIGHT
○	RECESSED CAN
○	OUTDOOR FLOOD LIGHT
⊖	120 VOLT TAMPER RESISTANT
⊖	GFI OUTLET
⊖	50MP WEATHER PROOF / WFI PLUG OUTLET
⊖	LIGHT SWITCH
⊖	PHONE JACK
⊖	TV JACK
⊖	SMOKE DETECTOR
⊖	CARBON MONOXIDE DETECTOR



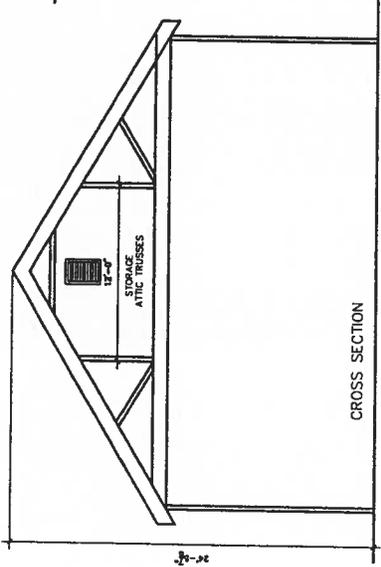
THIS DRAWING IS THE PROPERTY OF RUTLEDGE HOME DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF RUTLEDGE HOME DESIGN.



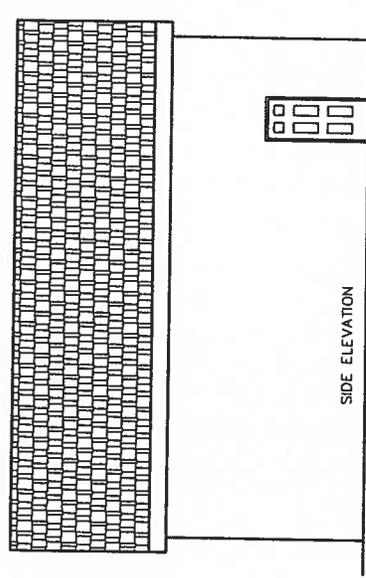
FRONT ELEVATION



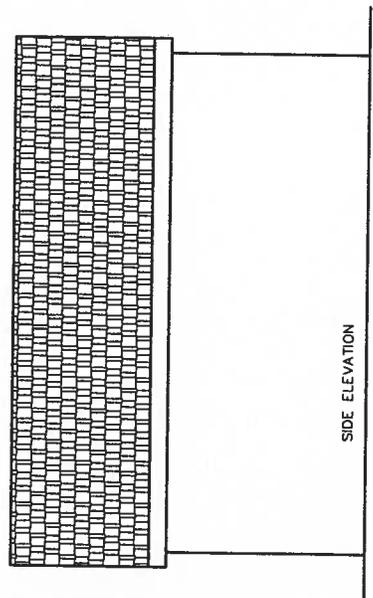
REAR ELEVATION



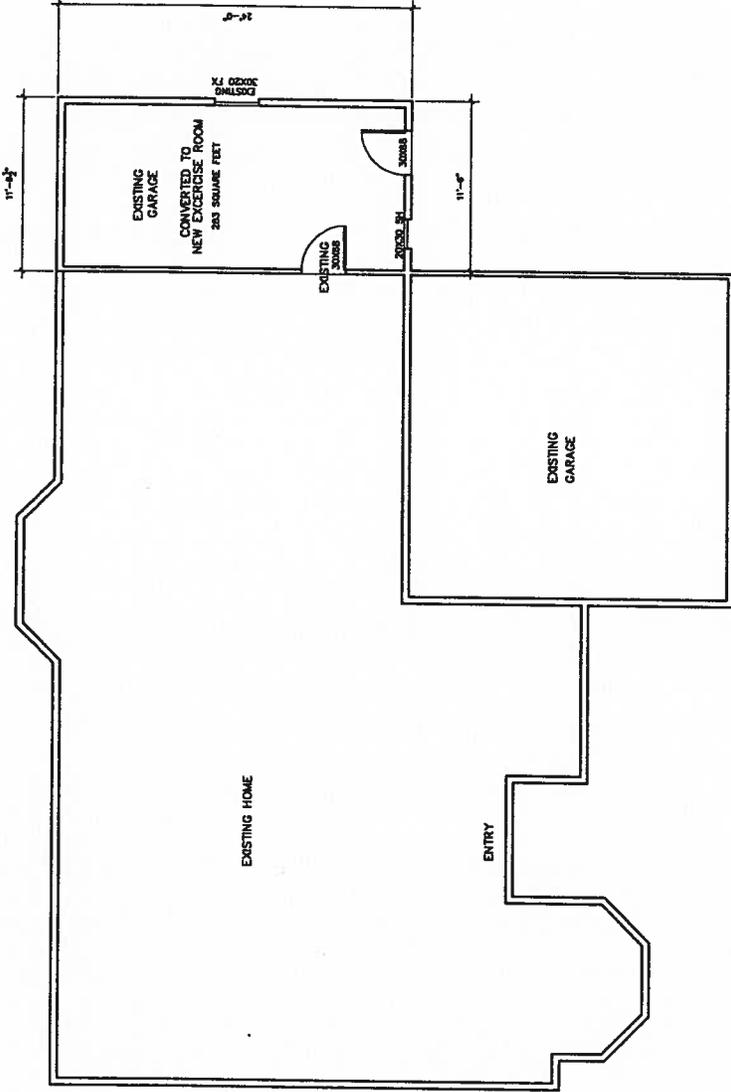
CROSS SECTION



SIDE ELEVATION



SIDE ELEVATION



ADDITION FLOOR PLAN
SCALE 1/4" = 1'-0"

PCR ITEM 3B CUP / Vacation Rental

PLANNING COMMISSION AGENDA REPORT: 09/16/2014
CITY COUNCIL MEETING: 09/18/2014

CONDITIONAL USE PERMIT: Case # 2014-CUP-018

Request: A request to approve a conditional use permit to operate a vacation rental out of an existing landmark home.

Property: The property is located at 278 North, 100 West (at the corner of Diagonal Street and 100 West Street).

Landmark: This is a landmark site established by the City Historical Preservation committee. It's known as the "**Erastus Whitehead Home.**" The home was built in the early 1880's by George Whitehead. Formerly the bed and breakfast known as "**An Olde Penny Farthing Inn**" and later as a bed and breakfast known as "**AVA House Bed & Breakfast.**" The last B&B was also approved to include a spa treatment component.

Applicant(s): Mr. and Mrs. Potter
75 S 100 E #2A
St. George, Utah 84770

Zoning: RCC (Residential Central City); formerly R-2 (Multiple Family Residential)

Ordinance(s): Recently the Planning Commission spent considerable time discussing the difference between a B&B and a vacation rental for 252 N Main Street (the Julia Graff Home.). The City Council considered and approved the request for a vacation rental in a landmark home. Note that this is a similar request.

The 'Landmark Section' Section 10-21-3.D permits a B&B but states that the owner must live in the residence. Due to the size of the home and the owner's intention not to reside there, the owner does not wish to operate a B&B (but to instead rent the landmark home as a vacation rental). The Council supported the language found under Section 10-21-3 that reads: . . . "*other commercial uses deemed appropriate by the city council . . .*"

RCC Zone,

In the RCC zone, Section 10-7F-2 "Permitted, Conditional, or Accessory Uses"; 10-7F-2.A reads: "*Any permitted, conditional or accessory use allowed under article B, single-family residential zones, of this chapter shall be considered the same in the RCC zone.*" (Note Article B is the standards for the R-1 zones)

R-1 Zones

The R-1 zone is referenced in the RCC zone; Section 10-7B-3 "Conditional Uses"; the last paragraph reads "*Other uses recommended by the Planning Commission as being in harmony with the intent of the zone and similar in nature to the nature of the above listed uses. (Ord. 2007-01-004, 1-4-2007)*" The Planning Commission recommends to the council that a vacation rental in a designated landmark home be allowed to be used as a vacation rental as described in the applicant's narrative (see narrative) and is in harmony with other landmark homes in the R-1 zones previously approved.

Conditional Uses

Title 10 Chapter Section 10-17-8 reads: "*The Planning Commission may recommend approval or denial of the conditional use application to the city council in public meeting. In recommending approval of any conditional use, the Planning Commission shall suggest regulations and conditions as are necessary to protect the public health, safety, welfare and aesthetics of the city. (Ord. 2007-01-001, 1-4-2007).*"

Landmark Sites

Title 10 Chapter 21, Section 10-21-3 "Conditional Uses for Landmark Sites" reads:

"The City Council, upon recommendation of the Planning Commission, may permit as a conditional use on landmark sites the following uses:

Offices and other commercial uses deemed appropriate by the city council provided the following conditions are satisfied:

- A. Substantial investment is made to upgrade the property.*
 - B. Any renovation shall maintain or enhance the historic, architectural and aesthetic features of the property.*
 - C. The proposed use shall generate only minimal traffic or parking demand as determined by the city council.*
 - D. For bed and breakfast inns, the owner shall reside in the dwelling.*
- (Note: This request is not 'for' a B&B)

Failure to comply with any of the above conditions may result in the revocation of the conditional use permit and any business license related to the commercial use of the property. (Ord. 2006-04-003, 4-6-2006)

Short Term Rentals

Title 10, Chapter 14 "Supplementary and Qualifying Regulations" Section 10-14-22"; Section 10-14-22.D 'Single Family Residence requirements.' It is staff's opinion that this section applies to all single family residences proposed to have a vacation rental and are subject to those restrictions, but that a landmark home is instead subject instead to Section 10-21-3.

- Parking:** The previous use was as a bed and breakfast with a spa component approved as a conditional use permit. This facility has six (6) rooms and parking was based upon that. The proposal of a spa was viewed as resulting in the rooms either being used for the bed and breakfast or for spa treatment but not both at the same time. A site plan to illustrate parking conditions is attached.
- Narrative:** See attachment.
- Noticing:** Notice letters were sent to property owners within a 300 ft. radius and notice was posted in four (4) public places [on the City website, State website, and on two (2) bulletin boards in the City].
- P.C.:** The Planning Commission recommends approval with the following comments, conditions, and findings
- Comments:** The Planning Commission determined the use is appropriate and adequate parking is available.

It's the intent of the Property owner to use the home as a Vacation Rental property. No manager will live on site. The use would be similar to several other Historic Landmark properties in the City (e.g. the Heinrich Gubler home (Greene Manor) at 162 S. 300 West, the Arthur Miles home at 212 S. 200 East, the Thompson Mansion at 212 N. 100 West, the James Bleak Home at 391 S. Main Street, and the recently approved vacation rental at 252 N Main Street (Julia Graff Home).

On August 21, 2014 the City Council approved a similar case (Julia Graff Home) as a **vacation rental** and not as a bed & breakfast; the distinction was made between the proposed vacation rental in a designated landmark home vs. the use as a B&B (Bed & Breakfast). A CUP allows a limited commercial use in a residential zone for a landmark property. Section 10-21-3.D permits a B&B but states that the owner must live in the residence. Due to the size of that home and the owner's intent not to reside there, the owners don't wish to operate a B&B (*but to rent the landmark home as a vacation rental instead*). Instead, Sections 10-21-3 and 3-2P-3 were applied by council allowing for a waiver that no on-site manager was required if the conditions (*listed above*) were adhered to for cleaning and room service.. A property management company will be to insure the cleaning and servicing will occur regularly and comply with the City's conditions.

Suggested Conditions:

(Based upon the conditions and findings previously made by the City Council for the similar Case No. 2014-CUP-015 – Julia Graff Home at 252 N Main Street)

1. Landscaping; The applicant shall maintain and enhance the level of landscaping existing at the time of this approval.
2. Parking; Only on-site parking as presented is approved. Any further review shall require staff approval in compliance with existing city codes.
3. Access; The applicant shall comply with any requirements of the City Traffic Engineer for access.
4. Hotel requirements; The applicant will comply with city code requirements for hotels, except a waiver is approved for no on-site manager, and rooms will not be required to be cleaned on a daily basis but only upon change of guests. A daily room cleaning service will be available to guests for a fee, and an off-site office will be maintained for record keeping and for guests and others to contact when necessary.
5. Weekly Cleaning; At a minimum once a week room cleaning shall occur.
6. Cleaning between occupants; Cleaning shall occur between any changes in guests.
7. Single Family; 'If' the building should revert back to a single family residence use, no other uses will be permitted unless approved through a new and separate CUP.
8. Limited to vacation rental; This location is not approved for office or commercial retail usage without the approval of a CUP for such use by City Council.
9. Property management; A property management company shall be employed to ensure that the cleaning and room service conditions are met in lieu of an on-site manager.
10. Ownership; This CUP is approved only subject to the applicant obtaining legal ownership of the property or upon demonstration of a legally binding lease agreement.
11. Legal review; Subject to City Legal Department review as required.

Findings:

Yes	N/A	Category	Description
	N/A	A. Noise	1. Excessive noise (unwanted or undesired sound) can cause serious impacts to health, property values, and economic productivity. Conditional uses shall not impose excessive noise on surrounding uses. "Excessive noise" generally means noise that is prolonged, unusual, or a level of noise that in its time, place and use annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others.

	N/A	B. Dust	<p>1. Comply with all air quality standards, state, federal and local.</p> <p>2. Use shall not create unusual or obnoxious dust beyond the property line.</p>
	N/A	C. Odors	<p>1. Comply with all air quality standards, state, federal and local.</p> <p>2. Use shall not create unusual or obnoxious odors beyond the property line.</p>
		D. Aesthetics	<p>1. Blend harmoniously with the neighborhood so the use does not change the characteristics of the zone and the impact of the use on surrounding properties is reduced.</p>
Discourage any on-street parking	N/A	E. Safety	<p>1. Take the necessary measures to avoid or mitigate any safety problems created by the use, including problems due to traffic, rock fall, erosion, flooding, fire, hazardous materials, or related problems.</p> <p>2. Uses shall not locate within the 100-year floodplain as identified by FEMA unless expressly recommended by the city engineer in conformance with city engineering standards and all state, local and federal laws.</p>
Keep parking on site and regulate number of vehicles permitted		F. Traffic	<p>1. Traffic increases due to the conditional use shall not cause streets or nearby intersections to fall more than one grade from the existing level of service grade or fall below a level of service "D".</p> <p>2. Uses shall follow city access management standards and not create hazards to other drivers or pedestrians.</p>
No change in existing height	N/A	G. Height	<p>1. Buildings shall fit into the overall context of the surrounding area.</p> <p>2. Photo simulations are required showing all sides of the building(s) and showing how the building fits into the surrounding area to include not less than five hundred feet (500') in all directions from the building and including its relationship to nearby ridges, hills, and buildings.</p>
	N/A	H. Hours of Operation	<p>1. Nonresidential uses operating in proximity to or within a residential zone shall limit hours of operation so as not to disturb the peace and quiet of the adjacent residential area.</p>
	N/A	I. Saturation / Spacing	<p>1. To the extent feasible, nonresidential uses allowed in residential zones as conditional uses shall be dispersed throughout the community rather than concentrated in certain residential areas.</p>
Maintain historical character of home.		J. Maintain Character and purpose of zone	<p>1. Uses shall be consistent with the character and purpose of the zone within which they are located.</p>

	N/A	K. Public Health	1. Use shall comply with all sanitation and solid waste disposal codes. 2. Use shall not create public health concerns. (Ord. 2007-01-001, 1-4-2007)
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Chris Potter
75 S 100 E #2A
St George, UT
84770

8/29/14

I currently have the "Erastus Goddard Whitehead home" under contract to purchase. My settlement deadline is 10/3/14 and I have paid over \$6000 in non-refundable earnest money, so I have been working on my due diligence to make sure everything goes as planned before closing. This property has previously been used as a bed and breakfast multiple times and a salon/spa was added the last time it was operating. The property is currently vacant since it was foreclosed, and I'm not sure when it was last in use. The property has quite a bit of deferred maintenance, so I estimate initially investing between \$50,000-\$100,000 into the property for cosmetic updates and repairs. I don't plan on doing any additions or major structural changes aside from possibly removing a couple of walls.

I have been brainstorming about what to use this property for, and I have come up with everything from moving into the house, converting it to a hotel, using it for office space, and renting it out nightly. My wife and I came to the conclusion that it is no longer suited as a single family residence and my opinion is that no one will ever live in the home as such from here on out. I have some friends looking for a home to buy and they are very passionate about these older homes but their concerns were the same as ours: there is no backyard, very little front yard, no garage, and a very "closed-in" floor plan. The other reason we would never live there is that most of the area is used for nightly rentals, bed and breakfasts, or rentals. This location is 1 block from commercial zoning. My opinion is that the best use of this property from here on out would be specifically for commercial use; I think would be the best zoning someday in the near future. I don't see the benefit of keeping the property zoned RCC if no one will ever live in the house. I think it would make more sense being zoned as multi family since it is approximately 5,000 square feet and could possibly have 3-4 different areas if kitchens were added. At this time only 1 kitchen exists in the home.

With that in mind, I am not requesting a zone change at this time, but I would definitely consider it in the next few years and I am curious of the council's opinion on whether they would consider a zone change to commercial or multi-family.

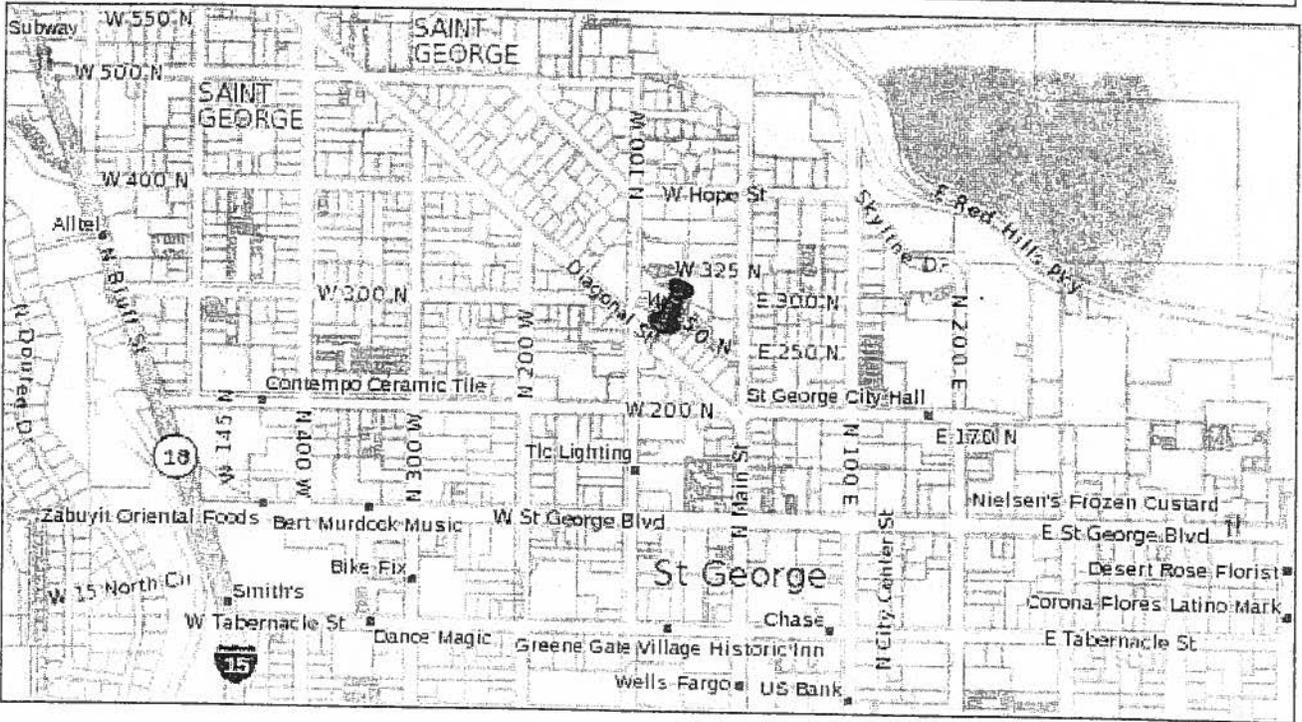
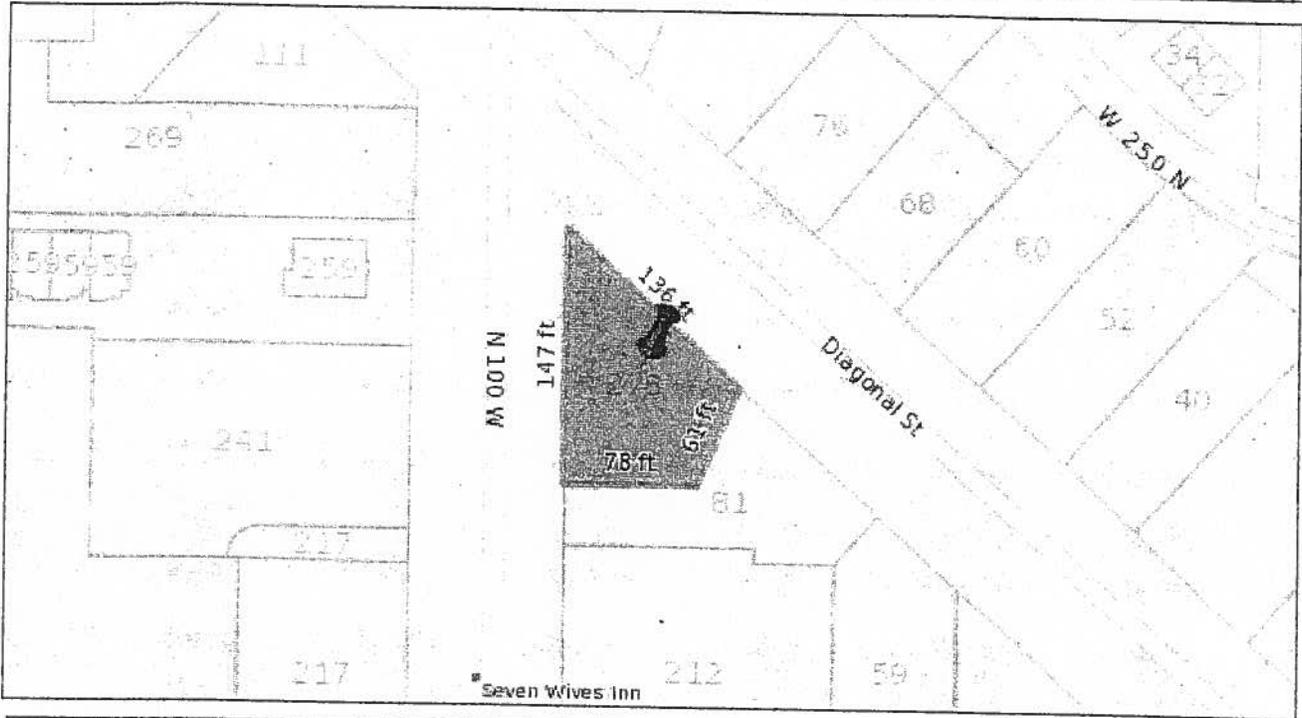
My desire with this property is to use it for nightly rentals similar to the Thompson mansion to the south as we have no desire to move into the property and use it as a bed and breakfast. I personally think that a bed and breakfast can be a challenging business with a very limited market and for that reason the previous business struggled and eventually closed. I would however like to keep the option open down the road in case I sell the property and the new owners want to use the property for that same purpose. My plan is to rent up to 7 bedrooms including the 8 bathrooms. The house will rent from \$400-\$500/night plus applicable cleaning fees, etc.

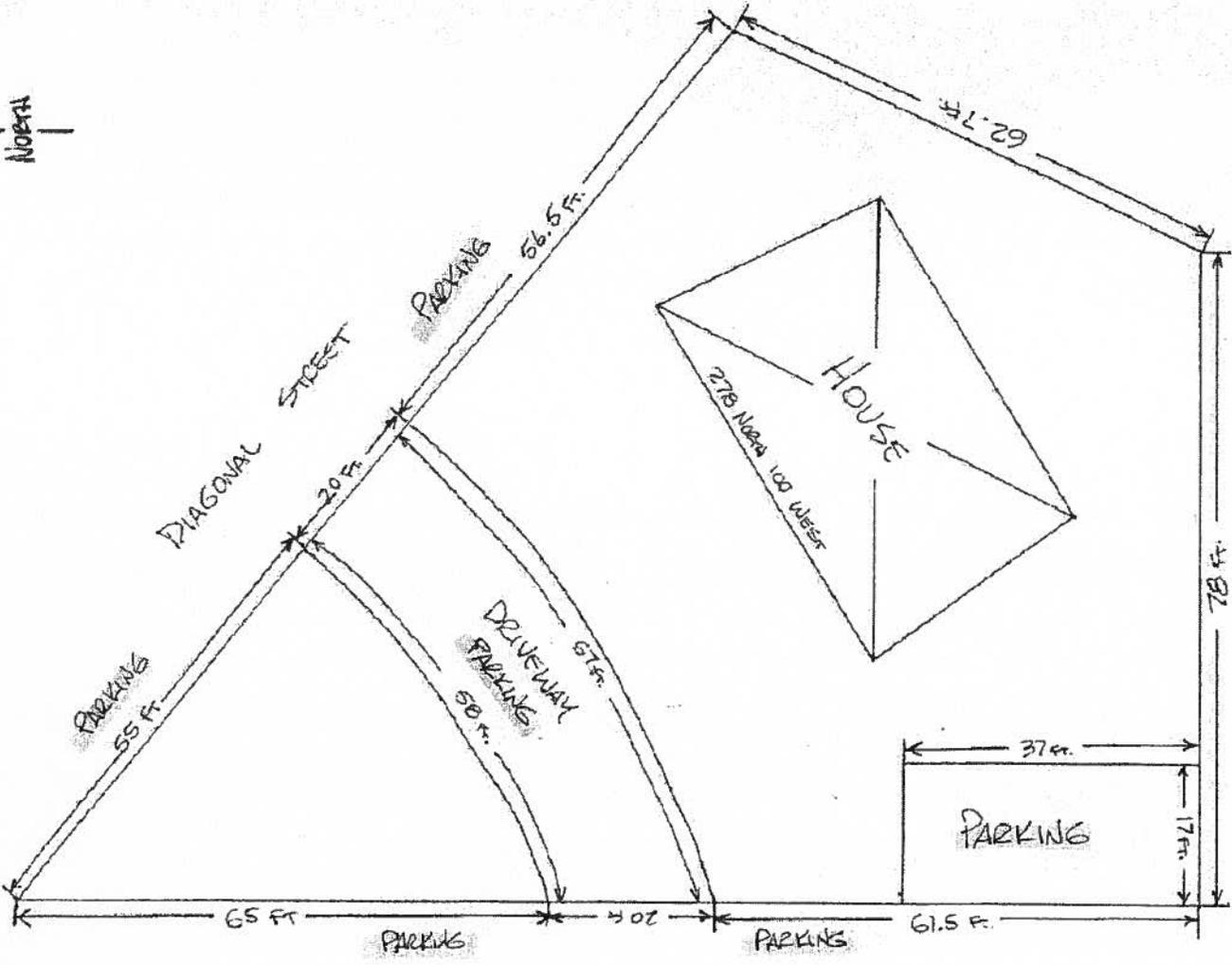
There is a lot of parking not only on the street, but on the property itself. If you look at the flyover, you can see that there is a space that will accommodate 3 cars on the west side of the property just off of 100 West. The driveway measures 20'X59' and will accommodate 4 cars. The lot measures 147' on 100 W and 136' on Diagonal, so there is plenty of space for parking not only on the property, but on the street as well.

My plan is to see how well the nightly rentals do for a few years and then either keep renting out nightly or convert the property into offices. I think there would be a law firm or dentist that would love to rent the house for their offices. After analyzing the office space market with a commercial real estate agent, it sounds like now isn't the best time to try and rent or sell office space. The last thing I could afford is for a property like this to sit vacant for 6-12 months while I try and find a long term tenant. The reason for my wanting to convert the property to offices in a few years, is so that I can find a long term tenant and be less involved.

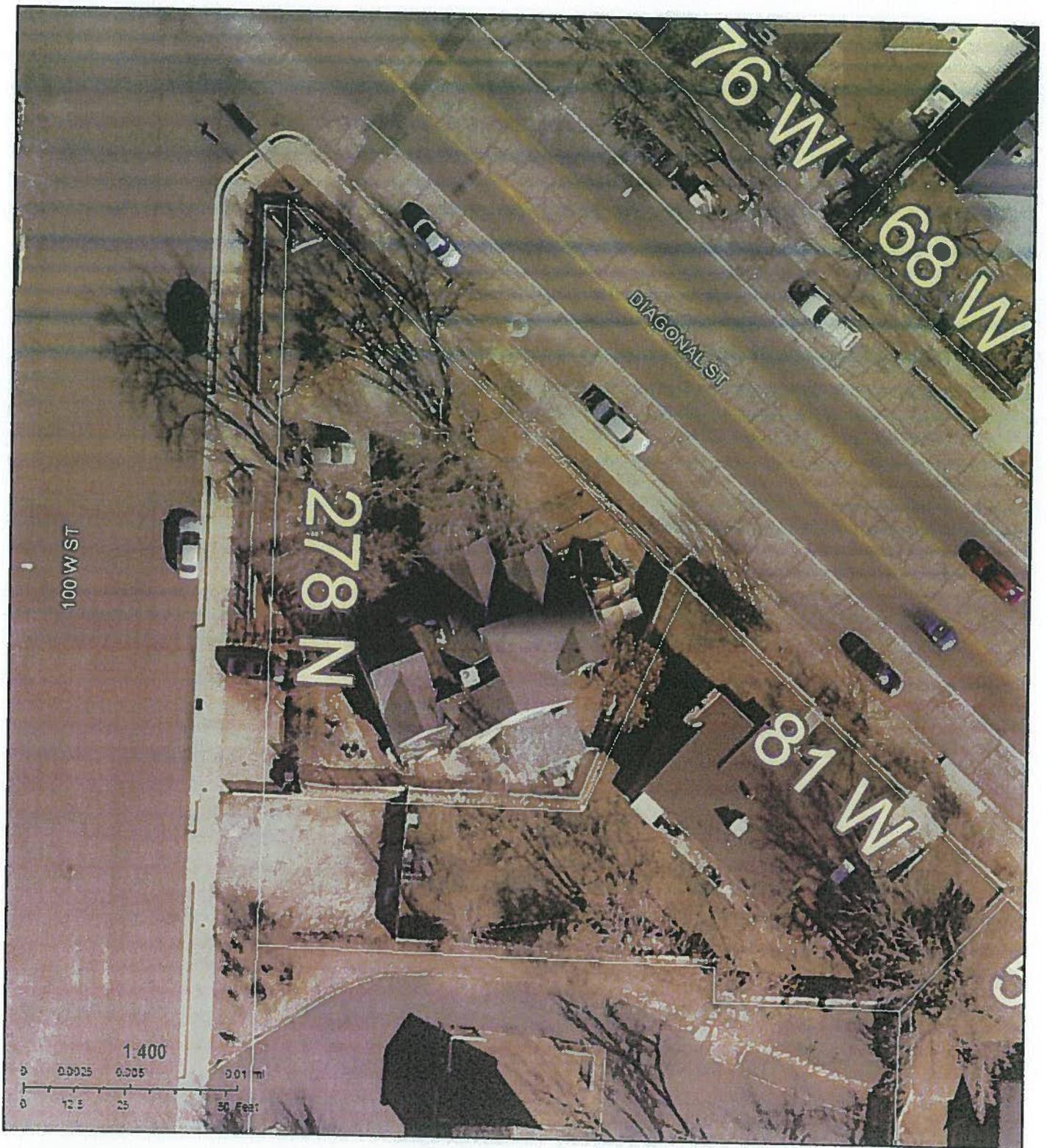
Address: 278 N 100 W ST GEORGE UT 84770

Parcel: SG 734 A





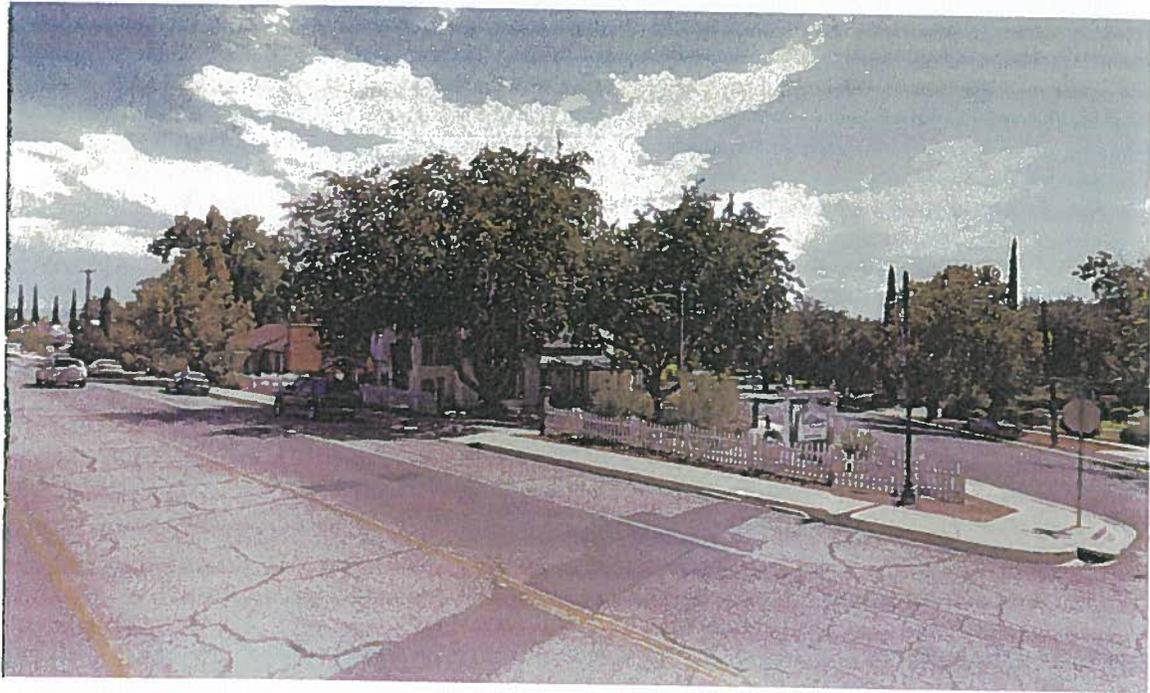
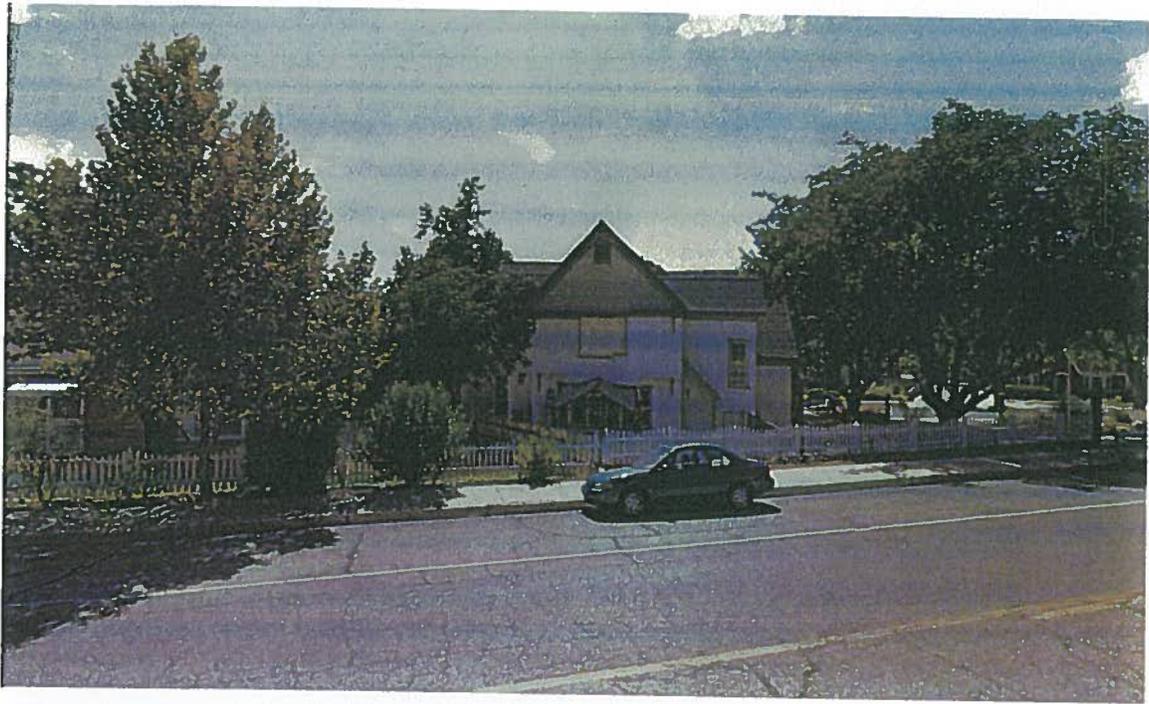
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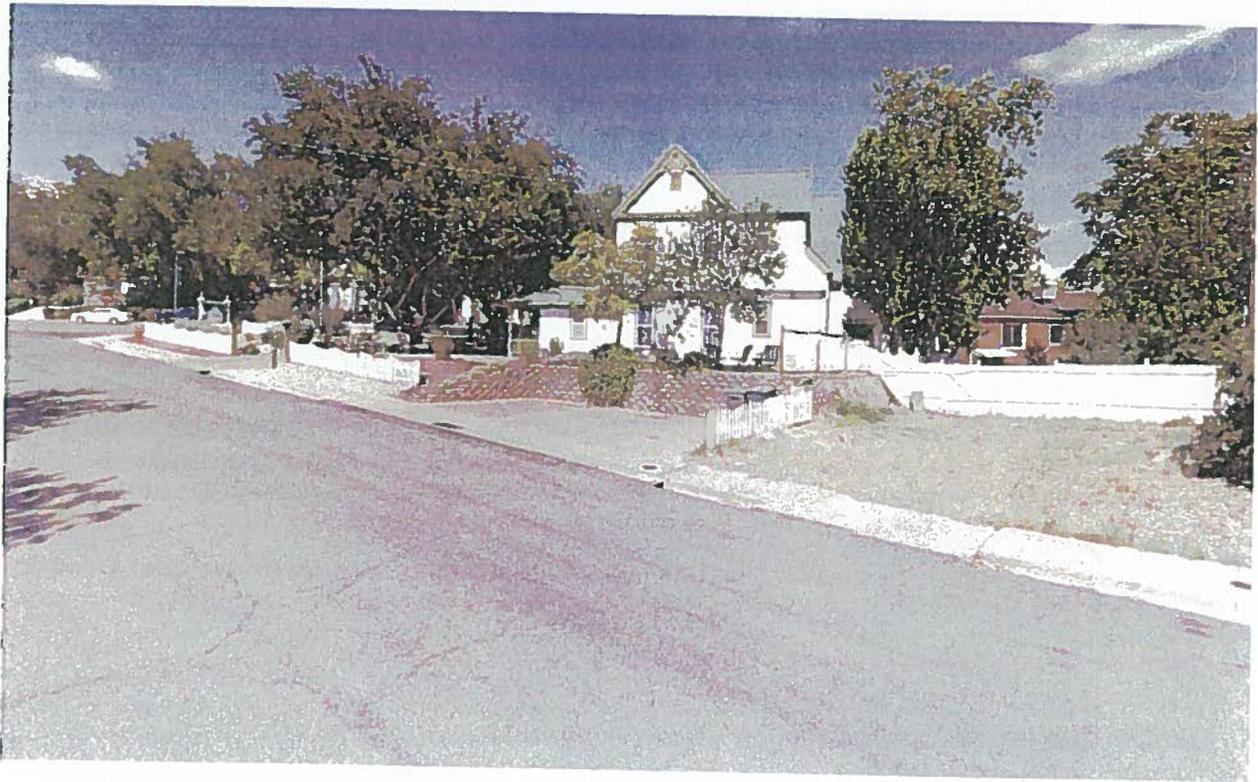
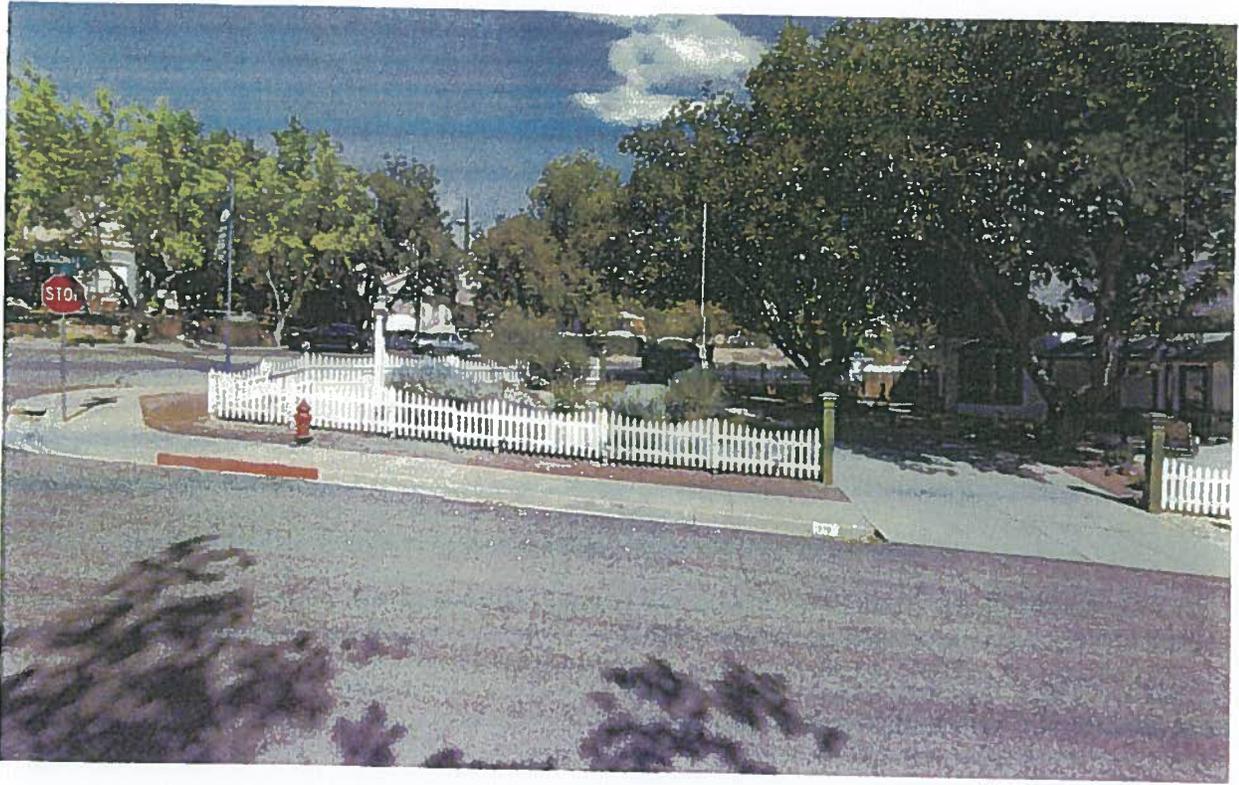


278 N - Aerial

Made by the City of St. George GIS Department
SGCityMaps - <http://maps.sgcity.org/sgcitymaps>

September 5, 2014







DRAFTAgenda Item Number : **6G**

Request For Council Action

Date Submitted 2014-09-03 15:49:53**Applicant** Mr David Clark**Quick Title** CUP for height of detached RV garage**Subject** Consider a request for a Conditional Use Permit to construct a detached garage with a maximum ridge height of 24'6" behind the home located at 2373 East Mountain Ledge Drive in a RE-12.5 zone.**Discussion** The applicant seeks approval for a detached garage up to 24'6" to roof peak for a detached garage to be located to the rear of his property. The property is located in a RE-12.5 zone and the lot is a large lot. The PC will consider this request on Sept 16th and forward a recommendation to the Council.**Cost** \$0.00**City Manager Recommendation** Planning Commission this month is same week as the City Council meeting so no recommendation has been made until that meeting.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **6H**

Request For Council Action

Date Submitted 2014-09-03 15:44:08**Applicant** Mr. Chris Potter**Quick Title** CUP for a vacation rental use in a Landmark property**Subject** Consider a request for a Conditional Use Permit to use the Landmark home at 278 N. 100 West for a vacation rental. The property is in the RCC zone.**Discussion** The home at 278 N. on 100 West is a designated Landmark Site and was approved many years ago for a Bed & Breakfast Inn. Later (2006) the CUP was amended to allow two massage therapists in addition to the Bed & Breakfast use. The applicant (prospective purchaser) seeks approval for a 'vacation rental' use. The main difference between a Bed & Breakfast Inn and a 'Vacation Rental' is the lack of an on-site manager for a vacation rental, and lack of any meals provided. The adjoining property to the south, the "Thompson Mansion" has been approved as a vacation rental for many years. The PC will consider the request on Sept 16th and make a recommendation to the Council.**Cost** \$0.00**City Manager Recommendation** The opportunity to use historical homes for vacation rentals or bed and breakfast uses help to keep the homes from being torn down for other uses. The adjoining property is currently being used for a vacation rental. The Planning Commission will hear this item on the Tuesday before the CC mtg.**Action Taken****Requested by** Bob N**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

DRAFTAgenda Item Number : **61**

Request For Council Action

Date Submitted 2014-08-15 11:02:35

Applicant Lin Alder

Quick Title Energy Audit with McKinstry

Subject Consider approval of an energy investment grade audit agreement with McKinstry Essention, LLC.

Discussion For the past year support services staff have been working with Siemens to determine if it would be in the be interest of the city to consider contracting with an energy performance contractor to perform an investment grade audit on a number of city facilities to see if there where significant savings that could be realized in energy consumption. State law requires that we follow a process in selecting a company rather than just selecting a company based on a preliminary audit of our facilities. We sent out an RFP to four energy performance companies that where on the state's pre-qualified list. Two responded. After reviewing their proposals staff is recommending that we enter into an agreement with McKinstry to do an investment grade audit of select facilities. This agreement does not include any projects that may occur as a result of the audit findings. There is no cost to the city should we decide to pursue cost-saving energy projects with McKinstry based on the audit findings. At that time we will come back to the council with a presentation and the findings before executing an agreement to proceed with reconstruction/improvements to city facilities.

Cost \$0.00

City Manager Recommendation Recommendation from the city staff is to award this bid to McKinstry for the audit. There could be a cost to the City if after the audit the Council decides to not go forward with the cost saving recommendations.

Action Taken tabled

Requested by Marc Mortensen

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

DRAFTAgenda Item Number : **6J**

Request For Council Action

Date Submitted 2014-09-10 17:03:26

Applicant Quality Properties, Inc., et al

Quick Title Desert Canyons Open Space Donation Agreement

Subject Open Space is being dedicated to the City from the Developer pursuant to a Development Agreement for Deserts Edge Phase 1, and Desert Plateau Phase 1.

Discussion Deserts Edge Phase 1 Open Space is 0.966 acres. Desert Plateau Phase 1 Open Space is 0.825 acres. Open Space for these two plats totals 1.791 acres.

Cost \$0.00

City Manager Recommendation Accepting dedication of open space at Desert Canyons total of 1.791 acres. Recommend approval.

Action Taken

Requested by Victoria Hales

File Attachments [FINAL Donation Ag Open Space Desert Canyons.docx](#)

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments [FINAL Donation Ag Open Space Desert Canyons.docx](#)

When Recorded Return to:
City of St. George
175 East 200 North
St. George, UT 84770

Tax I.D. SG-6745-G-9 & SG-6745-G-13

DONATION AGREEMENT FOR DESERT CANYONS

This Agreement is entered into this _____ day of _____, 2014, by and between the CITY OF ST. GEORGE, a Utah municipal corporation, hereinafter referred to as "City" and, QUALITY PROPERTIES, INC., a Utah corporation, QUALITY VENTURE ONE, LC, a Utah limited liability company, QUALITY DEVELOPMENT, LLC, a Utah limited liability company, and K & D FAMILY, LLC, a Utah limited liability company, hereinafter referred to as "Donors," regarding real property located in Washington County, State of Utah.

RECITALS

WHEREAS, Donors are the owners of real property within the boundaries of the City and desires to donate to City the real property; and

WHEREAS, City will accept the donation of real property from Donors.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the covenants and conditions set forth herein, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference.

2. Property to be Donated. The donated property is approximately 0.966 acres attributed to the Deserts Edge Phase 1 plat, and approximately 0.825 acres attributed to the Desert Plateau Phase 1 plat. The total of approximately 1.791 acres is collectively referred to as the "Open Space Property," and is more particularly described as follows:

See attached Exhibit A (two pages)

3. Donation Form. When the donation of fee title to the Open Space Property is given, and should the Donors present the City with IRS form 8283 for any of the contributions made by Donors under this Agreement, City shall execute the same, acknowledging such contributions. Such acknowledgment is to the donation itself and not to the claimed value of the donation.

4. Authority of Signers: If Donors are corporations, partnerships, limited liability companies, or other entities, the persons executing this Agreement warrants their authority to do so and binds each corporation, partnership, limited liability company, or other entity.

5. Modifications. Any changes or modifications to this Agreement by the parties shall be in writing and signed by the parties hereto.

6. Time of the Essence. Time is of the essence of this Agreement.

7. Binding Effect of Agreement. This Agreement is binding upon and shall inure to the benefit of the executors, administrators, heirs, successors, and assigns of the parties.

8. Validity and Severability. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah. The parties executing this Agreement warrant and represent that they do so having full authority and in the capacities stated. If any part of this Agreement is found to be invalid by a Court of competent jurisdiction, all parties shall be released from any and all responsibility under those provisions of this Agreement. Upon such a finding, all other provisions of this Agreement shall remain in force.

9. Merger. This agreement shall survive the conveyance of the Open Space Property.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

_____ Dated this ____ day of _____, 2014

Ed Burgess, Manager

STATE OF UTAH)

ss.

County of Washington)

On the ____ day of _____, 2014, Ed Burgess personally appeared before me, who being by me duly sworn did say that he is the manager of Quality Venture One LC and that he executed the foregoing document on behalf of the limited liability company being authorized and

empowered to do so by the operating agreement, and he/she did duly acknowledge to me that the company executed the same for the uses and purposes stated therein.

Notary Public

Dated this ____ day of _____, 2014

Ed Burgess, Manager

STATE OF UTAH)

ss.

County of Washington)

On the ____ day of _____, 2014, Ed Burgess personally appeared before me, who being by me duly sworn did say that he is the manager of Quality Development, LLC and that he/she executed the foregoing document on behalf of said limited liability company being authorized and empowered to do so by the operating agreement, and he/she did duly acknowledge to me that the company executed the same for the uses and purposes stated therein.

Notary Public

Kerry Holt, Manager

Dated this ____ day of _____, 2014

STATE OF UTAH)

ss.

County of Washington)

On the ____ day of _____, 2014, Kerry Holt personally appeared before me, who being by me duly sworn did say that he is the manager of K & D Family, LLC and that he/she executed the foregoing document on behalf of said limited liability company being authorized and empowered to do so by the operating agreement, and he/she did duly acknowledge to me that the company executed the same for the uses and purposes stated therein.

Notary Public

_____, President

Dated this ____ day of _____, 2014

STATE OF UTAH)

ss.

County of Washington)

On the ____ day of _____, 2014, _____ personally appeared before me, who being by me duly sworn did say that he is the president of Quality Properties, Inc., and that he/she executed the foregoing document on behalf of said corporation by authority of a resolution of its board of directors and he/she did acknowledge to me that the corporation executed the same for the uses and purposes stated therein.

Notary Public

CITY OF ST. GEORGE:

Jonathan T. Pike, Mayor

Dated this _____ day of _____, 2014

Attest

Christina Fernandez, City Recorder

Dated this _____ day of _____, 2014

Approved as to Form:

Victoria H. Hales, Assistant City Attorney

DRAFTAgenda Item Number : **6K**

Request For Council Action

Date Submitted 2014-09-10 13:08:02**Applicant** CSG**Quick Title** Agreement with Dinosaur Crossing LC for Construction of Mall Dr

Subject Agreement between the City and Dinosaur Crossing, L.C. for the construction of Mall Drive (from Riverside Drive to the bridge). In this agreement the City agrees to construct Mall Drive from Riverside Drive to the bridge, install certain rip-rap improvements along the Virgin River, Install a traffic signal at Riverside Drive and Mall Drive, construct the bridge across the Virgin River, agrees to certain access points from the Dinosaur Crossing property onto Mall Drive, and installation of approximately 400 feet of culinary water line. Dinosaur Crossing agrees to Install certain storm water lines, widen Mall Drive as development occurs on its property, make borrow fill available, make rip-rap materials available, dedicate to the City the 30' wide roadway property for the construction of Mall Drive, and dedicate to the City property along the Virgin River for erosion control purposes.

Discussion**Cost** \$0.00

City Manager Recommendation Agreement with the property owners for the dedication of the right of way for the portion of Mall Drive from the new bridge to Riverside Drive. In order to get this dedication the City agreed to construct 30' of the eventual 90' right of way and install some water lines we need in order to keep from having to tear the road up in the future. Recommend approval.

Action Taken**Requested by** Shawn Guzman**File Attachments****Approved by Legal Department?****Approved in Budget? Amount:****Additional Comments**

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
AUGUST 21, 2014, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Pro Tem Gil Almquist
Councilmember Michele Randall
Councilmember Joe Bowcutt
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

EXCUSED:

**Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Bette Arial**

OPENING:

Mayor Pro Tem Almquist called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Doug Solstad and the invocation was offered by Reverend Jimi Kestin.

Mayor Pro Tem Almquist mentioned the A to Zion Arts Tour Black Tie event that will take place on September 19, 2014.

City Manager Gary Esplin advised that item 6J has been tabled.

Mayor Pro Tem Almquist stated that since there are only three councilmembers, the vote would have to be unanimous to pass; therefore if anyone wished to postpone their item they can do so.

AWARD OF BID:

Consider award of bid for the Sand Hollow Wash Bridge and Trail Extension project.

City Manager Gary Esplin stated that staff has been working with Rosenberg Associates to find a way to get a crossing across the Sand Hollow Wash to accommodate access to the trail system as well as to the schools. The bid came in under budget.

Purchasing Manager Connie Hood advised that Feller Enterprise was the low bidder at \$190,379.40.

City Manager Gary Esplin mentioned that after concerns were brought to the City's attention regarding Sunset Boulevard and access, staff has included bringing that trail to tie into the sidewalk on Sunset Boulevard.

MOTION: A motion was made by Councilmember Randall to award the bid to Feller Enterprises for the Sand Hollow Wash Bridge and Trail Extension project in the amount of \$190,379.40.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for a 2014 Freightliner truck for the Water Department.

City Manager advised the truck is for the Water Department and is included in the current budget.

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Purchasing Manager Connie Hood stated that the truck will be purchased off the State Contract. It is a 10-wheel dump truck and is well within the budgeted amount at \$109,941. The budget amount for the truck and chassis is \$155,000.

Councilmember Bowcutt mentioned that the purchase does not include the bed of the truck. He inquired if the total budgeted amount would cover the bed.

Ms. Hood replied yes.

MOTION: A motion was made by Councilmember Bowcutt to approve the purchase of the truck from Warner Truck/Freightliner of Utah in the amount of \$109,974.

SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

- Councilmember Almquist - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the Christensen Park Restroom and Pavement Replacement project.

City Manager Gary Esplin advised the bid is for a larger scope of work. In addition to the restrooms, improvements that are needed include parking lot repairs, retention needs in the area and sidewalk repairs. His recommendation is to move forward and have a budget opening for the additional costs.

Purchasing Manager Connie Hood although JP Excavating was not the low bidder, they are a local vendor and were within 5% of the low bid. They were given the opportunity and have agreed to match the low bid of \$131,221.20.

Mayor Pro Tem inquired if the cost included a pump or lift station.

City Manager Gary Esplin advised that is extra. The City's Sewer Department is installing the station.

MOTION: A motion was made by Councilmember Randall to award the bid to JP Excavating for the Christensen Park Restroom and Pavement Replacement project in the amount of \$131,221.20.

SECOND: The motion was seconded by Councilmember Bowcutt.
VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

- Councilmember Almquist - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FEE WAIVER:

Consider approval of a fee waiver for the use of Town Square for the Steps for Hope event. Jessica Blevins, applicant.

Jessica Blevins stated that their mission is to assist people with crisis or unplanned pregnancies. They are life affirming and do not perform abortions. The event will be held on October 9, 2014 at Town Square and is the 4th event. She is requesting a fee waiver for the use of Town Square.

City Manager Gary Esplin advised there have not been any issues at past events.

MOTION: A motion was made by Councilmember Randall to approve the fee waiver for the use of Town Square for the Steps for Hope walk on October 9th.

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SECOND: The motion was seconded by Councilmember Bowcutt.
VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FEE WAIVER:

Consider approval of a special event fee waiver as well as a fee waiver for the use of Town Square for the Spookytown Fair. Gregg McArthur, applicant.

Gregg McArthur stated that this event takes place on October 24th and 25th. This is the third year that the event will take place at Town Square. He explained that the event is a festival and a fundraiser for the Washington County School District Foundation. The Chamber of Commerce is involved to help businesses advertise. In years passed, the City has been a partner. He requested a fee waiver for the use of Town Square and a waiver of the special event fee as well as the City to sponsor the event. Additionally, they are requesting the bathrooms be open and clean, the sprinklers be turned off at Town Square for those 2 days, trash cans be available with staff to empty them, assistance with power set up, and during the fair, they would like to sell tickets for carousel rides during the fair.

Mayor Pro Tem Almquist asked Mr. McArthur to clarify his request with regard to the carousel.

Mr. McArthur stated that last year, they requested to have the funds donated to to the Washington County School District Foundation. This year they would rather sell tickets and have them be accepted at the carousel.

City Manager Gary Esplin advised that there are concerns with the liability of seeing that riders get on and off the ride. Who would be there to accept the tickets. He believes these issues can be worked out. If this is approved, he hopes that this does not become the norm as the revenues are allocated to other areas. The caveat with this request is that the City would be a sponsor and the City has a partnership with the School District and Chamber. He would like to see these things worked through and would rather have staff working the carousel.

MOTION: A motion was made by Councilmember Bowcutt to approve the fee waiver and all other items mentioned by Mr. McArthur.

SECOND: The motion was seconded by Councilmember Randall.

Mayor Pro Tem Almquist stated that he would appreciate that there is a crew to clean up after the event.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

SALE OF CITY PROPERTY:

Consider approval to sell City property located on the easterly portion of Lot 42 of the Primrose Subdivision Phase 4. Dave Peterson, applicant.

City Manager Gary Esplin advised that when this development occurred, there was an encroachment on City property.

City Surveyor Todd Jacobsen explained that there is rip rap that runs along the northeasterly and southeasterly edges. There is limited area for the back pad of the building. The property is 11,326 square feet. They would not disturb the rip rap.

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City Manager Gary Esplin stated that there would need to be a deed restriction if they want to disturb the rip rap.

Mr. Jacobsen stated that the property is out of the 100-year floodplain.

City Manager Gary Esplin explained that the only person that could utilize the space is the applicant. In the past properties such as this, were sold for approximately \$1 per square foot.

Mayor Pro Tem stated that he believes that the applicant cannot disturb the rip rap and that it should remain in place.

City Manager Gary Esplin explained that the Council can instruct City Attorney Shawn Guzman to see that the purchase documents include language reflecting their concerns regarding the rip rap.

City Attorney Shawn Guzman outlined the process for deeming City property surplus so that it can be sold. Most of the time the adjacent property owners have approached the City to purchase the property.

Councilmember Bowcutt inquired when the original plat was presented, did it show the location of the house.

City Attorney Shawn Guzman stated that the plat probably had the building envelope.

Mr. Jacobsen stated that if the request is approved tonight, the applicant will return to amend the plat.

MOTION: A motion was made by Councilmember Randall to approve the sale of City property at Primrose Point Subdivision Phase 4, lot 42, for \$1 per square foot, consisting of 11,326 square feet, subject to approval by the Legal Department.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

- Councilmember Almquist - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

SET PUBLIC HEARING:

Planner Ray Snyder advised that the Planning Commission, at its meeting held August 12, 2014, recommended public hearings be set for September 4, 2014 to consider a zone change request from A-1 and RE-12.5 to RE-20 on 46.67 acres located between 2580 East and 2790 South and the River Hollow Subdivision. The applicant is MK Cox Development.

MOTION: A motion was made by Councilmember Randall to set the public hearing for September 4, 2014 for the MK Cox Development.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

- Councilmember Almquist - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

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City Surveyor Todd Jacobsen presented the final plat for Cornerstone Phase 1, an 18-lot residential subdivision located at the southwest corner of Seegmiller Drive and 3000 East, zoning is R-1-10.

MOTION: A motion was made by Councilmember Bowcutt to approve the final plat for Cornerstone Phase 1.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

City Surveyor Todd Jacobsen presented the final plat for Meadow Valley Farms Phase 4, a 16-lot residential subdivision located at 3910 South 2420 East, zoning is RE-20.

MOTION: A motion was made by Councilmember Randall to approve the final plat for Meadow Valley Farms Phase 4.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

City Surveyor Todd Jacobsen presented the final plat for Riverside Cliffs Phase 2, a 22-lot residential subdivision located on the south side of Riverside Drive at 1840 East Street and 1930 East Street, zoning is R-1-8.

MOTION: A motion was made by Councilmember Randall to approve the final plat for Riverside Cliffs Phase 2.

SECOND: The motion was seconded by Councilmember Bowcutt.

Councilmember Bowcutt asked how much higher is the no disturb area is from the River.

Mr. Jacobsen stated that a City trail will go in between lots 39 and 40 and it is much higher in this area.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

City Surveyor Todd Jacobsen presented the final plat for Sage Meadows Phase 3, an 18-lot residential subdivision located at 2940 East and approximately 1880 South, zoning is R-1-10.

MOTION: A motion was made by Councilmember Randall to approve the final plat for Sage Meadows Phase 3.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Randall - aye

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Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

City Surveyor Todd Jacobsen presented the final plat for The Garages at SunRiver Storage Phase 1, a 16-unit subdivision located on Bluegrass Way at approximately 1150 West, zoning is PD-C and PD-R.

MOTION: A motion was made by Councilmember Bowcutt to approve the final plat for The Garages at SunRiver Storage Phase 1.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

City Surveyor Todd Jacobsen presented the final plat for SunRiver St. George Phase 44, a 23-unit subdivision located east of Pearl Vista Drive and south of Angel Arch Drive at approximately 1400 West and 5000 South, zoning is PD-R.

MOTION: A motion was made by Councilmember Randall to approve the final plat for SunRiver St. George Phase 44.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FINAL PLAT:

City Surveyor Todd Jacobsen presented the final plat for SunRiver St. George Phase 45, a 24-unit subdivision located east of Pearl Drive and south of Angel Arch Drive at approximately 1400 West and 5000 South, zoning is PD-R.

MOTION: A motion was made by Councilmember Bowcutt to approve the final plat for SunRiver St. George Phase 45.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin advised that item 2H on the Planning Commission report will be tabled. He explained that if nothing has changed after the preliminary plat approval, the final plat approval is quicker. In a commercial subdivision, in most cases once the preliminary plat is approved, staff has allowed the developer to go ahead with the project prior to final plat approval.

FINAL PLAT:

City Surveyor Todd Jacobsen presented the final plat for Las Colinas Phase 4, a 7-lot residential subdivision located at Las Colinas Drive and 890 West Circle, zoning is PD-R.

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MOTION: A motion was made by Councilmember Randall to approve the final plat for Las Colinas Phase 4.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Desert Crest, a 16-lot residential subdivision located near South Desert Canyons Parkway and Rimrunner, zoning is PD-8 and PD-12. The developer will be required to dedicate open space area with the final plat that is equal in size to 15% of the final plat area.

City Manager Gary Esplin stated that this plat is different than a normal subdivision. This development was part of a development agreement. Staff has worked with the developer to determine the open space. The open space requirement is not part of the lot, it is outside of the platted lot .

MOTION: A motion was made by Councilmember Randall to approve the preliminary plat for Desert Crest subject to review by the Legal Department.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

PRELIMINARY PLAT:

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Desert Rim, a 29-lot residential subdivision located near Rimrunner and Desert Canyons Parkway, zoning is PD-8 and R-1-10. All lots will require circular drives. The developer will be required to dedicate open space area in the final plat that is equal to 15% of the final plat area. The open space may be shown on the final plat, sometimes it is dealt with in the construction documents.

City Manager Gary Esplin stated that the final plat will probably identify the lots of concern; however the open space is normally dealt with in the construction documents.

Councilmember Bowcutt stated that he believes that a home buyer may want to know if lots may get runoff from higher lots.

Mr. Jenkins stated that lots such as these require a site plan be submitted with the building permit to show a grading and drainage plan.

MOTION: A motion was made by Councilmember Bowcutt to approve the preliminary plat for Desert Rim.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye

Councilmember Randall - aye

Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

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Consider approval of a conditional use permit to construct a detached RV garage with a height up to 18 feet 2 inches behind a home located at 3030 Sugar Leo Drive. Mr. & Mrs. Danny Holt, applicants.

Planner Ray Snyder presented a request for a conditional use permit request to construct a detached accessory structure with a height of up to 18' 2" behind a home located at 3030 Sugar Leo Drive. The applicants propose a 35' x 14' structure, made of metal. The primary concern at the Planning Commission meeting was the aesthetics of using similar materials as the primary residence; however, this particular zone does not have that requirement. The front of the structure can possibly have a different treatment of material. He read the comments from the Planning Commission meeting. Findings include aesthetics, height and character.

Wendy and Danny Holt, applicants, provided photos of similar structures in the area. She mentioned that the sun is deteriorating their horse trailers; therefore, they would like to cover them. They purchased materials to build a vinyl privacy fence to lessen the visibility of the structure.

MOTION: A motion was made by Councilmember Randall to approve the conditional use permit to construct a detached structure at 3030 Sugar Leo Road.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

- Councilmember Almquist - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit to use the Landmark Site property located at 252 North Main Street for a vacation rental. Mr. & Mrs. David Walker, applicants.

Planner Ray Snyder presented the conditional use permit request to use the Landmark Site property as a vacation rental. He read comments from the staff report. The Planning Commission was supportive of the proposal. He read portions of the City ordinances that pertain to this request. Planning Commission recommends approval with findings. He mentioned a handout he provided that refers to an approved conditional use permit for the Thompson Home. The stipulations for the Thompson Home that may apply to this request are: 4) The applicant will comply with city code requirements for hotels, except a waiver is approved for no on-site manager, and rooms will not be required to be cleaned on a daily basis but only upon change of guests. A daily room cleaning service will be available to guests for a fee, and an off-site office will be maintained for record keeping and for guests and others to contact when necessary; 5) At a minimum once a week room cleaning shall occur; 6) Cleaning shall occur between any change in guests; 7) If the building should revert back to a single family residence use no other uses will be permitted unless approved through a new separate CUP; and 8) This location is not approve for office or retail use without the approval of a CUP for such use. He read the findings from the Planning Commission.

Mayor Pro Tem Almquist asked how long renters would be in the home.

David and Donna Walker, applicants, stated that the rentals would be a 3-day minimum and 2-week maximum. They have entered into a contract to purchase the home on a contingency basis. If the conditional use permit is not approved, they will not purchase the home. He mentioned that he has been renovating historic homes for many years and believes this is a great location to have a vacation rental.

City Manager Gary Esplin inquired how will the apartment interact with the historic structure.

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Mr. Walker stated that they would use the apartment for personal use. The historic home would be the vacation rental. There will be a local property management company to assist with the requirements.

Councilmember Bowcutt commented that the documents state that the garage apartment will be used as a long term rental.

Mr. Walker stated that is no longer their plan.

City Manager Gary Esplin explained this is why the landmark designation in the downtown area was created. Staff has supported other occurrences.

Councilmember Bowcutt commented that in Mr. Snyder's presentation, he said this may be required to follow the bed and breakfast rules, however this one does not.

City Attorney Shawn Guzman stated that the Council can approve the request similar to what was approved with the Thompson Home. Mr. Snyder can re-read the comments from the Thompson Home.

MOTION: A motion was made by Councilmember Randall to approve the conditional use permit to operate a vacation rental out of the Julia Graff Home located at 252 North Main Street with the same stipulations made for the Thompson House, items #4-8.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit to construct a 100-foot tall co-locatable monopole cell tower at approximately 2014 East Riverside Drive. Verizon, applicant.

Planner Ray Snyder presented the conditional use permit request to construct a 100-foot tall co-locatable monopole cell tower and related multiple equipment enclosures at approximately 2014 East Riverside Drive, zoning is C-3. He showed photo simulations of the proposed tower and structures.

Jared White, Verizon Wireless representative, presented an image which shows the signal strength the tower will provide. He stated that adding this tower will allow for additional capacity. Additionally, placing the tower in this area will increase coverage. The tower will be co-locatable which means other service providers can utilize the pole. Typically, one tower with a lot of equipment is better than three towers with less equipment. Ten years ago, they never thought so many towers would be needed. If the towers are not needed, they are removed.

Mayor Pro Tem Almquist asked what precautions are taken for aircraft.

Mr. White explained that once approve by the Council, they are legally responsible to get FAA approval.

MOTION: A motion was made by Councilmember Bowcutt to approve the conditional use permit for the 100-foot cell tower off Riverside Drive.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

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The vote was unanimous and the motion carried.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit to construct a 100-foot tall monopole cell tower in the St. George Industrial Park. Verizon, applicant.

Planner Ray Snyder presented the conditional use permit request to construct a 100-foot monopole cell tower in the St. George Industrial Park. This item was heard at a previous Planning Commission meeting on another site, however, it was tabled to allow the applicant to return with a photo simulation as seen from the freeway. He showed an aerial view of the proposed location as well as photo simulations. Although the Planning Commission was not entirely happy with the tower being located in this area, they understand the need for the tower. They did recommend approval with findings. He stated that in the agenda packet includes minutes from the June 10, 2014 Planning Commission meeting which covers this item.

Mr. White stated that there are far more capacity issues in this area. This pole will increase the coverage in the area. They did look at other locations. There is a tall lattice tower owned by Centurylink in the area, however, that tower is not designed to accommodate cellular equipment.

Councilmember Bowcutt inquired if adjacent property owners need to be notified.

City Manager Gary Esplin stated that letters are sent out to the adjacent property owners, however, they do not have to approve the request.

MOTION: A motion was made by Councilmember Bowcutt to approve the conditional use permit to construct a 100-foot tall cell tower in the St. George Industrial Park in an M-1 zone at approximately 1150 East 350 North.

SECOND: The motion was seconded by Councilmember Randall.

Mayor Pro Tem Almquist asked Mr. White what color the pole would be.

Mr. White stated that the Planning Commission suggested the pole be galvanized steel.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

- Councilmember Almquist - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

AGREEMENT:

Consider approval of an agreement with UAMPS for the Energy Services Department to join the UAMPS Resource Project.

City Manager Gary Esplin advised this is the formal approval of an agreement with UAMPS for the Energy Services to join the UAMPS Resource Project as discussed in a previous work meeting.

MOTION: A motion was made by Councilmember Randall fro the City to join the UAMPS Resource Project.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

- Councilmember Almquist - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

MINUTES:

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Consider approval of the minutes from the City Council meeting held on July 17, 2014.

MOTION: A motion was made by Councilmember Randall to approve the minutes.
SECOND: The motion was seconded by Councilmember Bowcutt.
VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

MINUTES:

Consider approval of the minutes from the City Council meeting held on July 31, 2014.

MOTION: A motion was made by Councilmember Randall to approve the minutes.
SECOND: The motion was seconded by Councilmember Bowcutt.
VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

MINUTES:

Consider approval of the minutes from the City Council meeting held on August 7, 2014.

MOTION: A motion was made by Councilmember Bowcutt to approve the minutes.
SECOND: The motion was seconded by Councilmember Randall.
VOTE: Mayor Pro Tem Almquist called for a vote, as follows:

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

ADJOURN:

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

Councilmember Almquist - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

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**ST. GEORGE CITY COUNCIL MINUTES
WORK MEETING
AUGUST 28, 2014, 4:00 P.M.
ADMINISTRATIVE CONFERENCE ROOM**

PRESENT:

**Mayor Jon Pike
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Michele Randall
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

EXCUSED:

**Councilmember Joe Bowcutt
Councilmember Bette Arial**

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Councilmember Almquist the invocation was offered by Mike Lee with the St. George Snow Canyon Stake.

Mayor Pike mentioned that the Sound of Music begins next week at the St. George Musical Theater. He introduced Stefanie Bevans and Derek Mellus with the Utah Film Commission.

PRESENTATION FROM THE UTAH FILM COMMISSION:

Mr. Mellus presented videos and a PowerPoint presentation covering the following topics: Movies filmed in Utah; Utah Film Commission; Online; Filmed in Utah: Online; Filmed in St. George; Print Materials; Production Resources; Production - Partners; 2014 Sundance Film Festival; Sundance Institute Directors Labs; 2014 DOCUTAH; Spot On Commercial Contest; Utah is Epic; Granite Flats; Cloud 9; Need For Speed; Recently Completed Productions; Production in August; Motion Picture Incentive Program; MPIP Incentive vs. Dollars Left In State; Film Incentive History: 2005-2014; Recent Releases; End Credits; and Recent and Upcoming Releases. He spoke about how to get movies to film here in Washington County and St. George.

Ms. Bevans stated that financially, St. George benefits by what is left in the area when a film comes in. She mentioned that Phil Tuckett is working on growing the talent pool with regards to crew base; there is potential. Mr. Mellus scouts for locations.

Mr. Mellus explained that the visual is the best-selling point. He believes the Utah Film Commission needs to come back to the area and take additional photos. Dixie Stated University and Phil Tuckett can help bring films to Washington County and St. George.

The meeting then adjourned.

Christina Fernandez, City Recorder

**ST. GEORGE CITY COUNCIL MINUTES
REGULAR MEETING
SEPTEMBER 4, 2014, 5:00 P.M.
CITY COUNCIL CHAMBERS**

PRESENT:

**Mayor Jon Pike
Councilmember Gil Almquist
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez**

EXCUSED:

Councilmember Bette Arial

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Stevan Duke and the invocation was offered by Reverend Alex Wilkie. Mayor Pike mentioned the cleanup being done by many departments of the City that has been going on since the flooding last week.

Alisha Burton introduced Arts Commission members in the audience and presented grant checks to several arts organizations.

Mayor Pike explained the Recreation, Arts and Parks (RAP) tax that will be voted upon during this November's election. He read proclamations proclaiming September 11, 12 and 13, 2014 as Roudup Days, September 8-12, 2014 as Suicide Prevention Week, September 2, 2014 as Jimmie Hughes Day, and September 25, 2014 as Recovery Day.

COMMENTS FROM THE PUBLIC:

Andy Crane, who owns a mobile pressure washing business, stated that when he and his partner built their trailer, they made sure to comply with all of the Wastewater ordinances. Over the past year, he has been told by many individuals that they clean their trash cans in streets and are dumping their water down the drains. He has seen multiple youth groups, other pressure washing businesses and other individuals moving the debris from the last week's rain storm into already clogged gutters. He finds it disturbing that those doing this, are not aware that they are breaking the law.

City Manager Gary Esplin stated there are some storm water regulations that need to be met with the EPA. Although he does not have a good answer, he can do some research.

Mayor Pike stated that things are a bit different for businesses than they are for private individuals.

Mr. Crane said that it is not fair that his competitors do not comply.

City Manager Gary Esplin commented that businesses need to comply.

Mayor Pike asked Mr. Crane to let staff know when he sees this happening.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider a zone change request from A-1 and RE-12.5 to RE-20 on 46.67 acres located between 2580 East and 2790 East, north of 1300 South and the River Hollow Subdivision. MK Cox Development, applicant.

Planner Ray Snyder presented the request for a zone change. He showed an aerial as well as pictures of the area. Notice letters were sent to property owners. The plan is in harmony with the current General Plan of this area.

Mayor Pike opened the public hearing.

Todd Jones, resident of River Hollow, stated that he supports the zone change.

Clayton Fuller, adjacent property owner, asked if the proposed subdivision will substantially encroach on views of the existing homes.

Ray Snyder explained that tonight's item is simply a zone change. Historically, plats have not included view protection. That question cannot be answered until the plats come in for approval.

City Attorney Shawn Guzman stated that because this request is for a zone change, it is not know how the lots will be configured. Having large lots will give a large building envelope to place a home.

Mr. Snyder advised that notices will be sent out when the platting is done.

Councilmember Bowcutt inquired if the subdivision will be a part of the River Hollow HOA.

City Attorney Shawn Guzman stated that he is not sure if there is an HOA or if the CCR's are recorded with the lots.

Mayor Pike closed the public hearing.

MOTION: A motion was made by Councilmember Hughes to approve the zone change from A-1 and RE-12.5 to RE-20.

SECOND: The motion was seconded by Councilmember Randall.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider approval of a professional services agreement with Rosenberg & Associates to perform environmental, design, and contractor bid documents for the Dixie Center Area Erosion Protection Project.

City Manager Gary Esplin advised the agreement is for the erosion protection project near the Dixie Center as well as getting the environmental approvals for the improvements that are necessary to protect the property and the utilities in the road. He recommends awarding the agreement to Rosenberg & Associates.

MOTION: A motion was made by Councilmember Bowcutt to approve the professional services agreement with Rosenberg & Associates to perform environmental, design, and contractor bid documents for the Dixie Center Area Erosion Protection Project.

SECOND: The motion was seconded by Councilmember Almquist.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye

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Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the Tonaquint Cemetery road extension.

Purchasing Manager Connie Hood recommended the bid be awarded to JP Excavating. She explained that the bid was for \$72,312.75 and they were the local low bidder.

City Manager Gary Esplin explained that the road will be a dedicated roadway.

MOTION: A motion was made by Councilmember Randall to approve the agreement with JP Excavating in the amount of \$72,312.75 for the Tonaquint Cemetery road extension.

SECOND: The motion was seconded by Councilmember Hughes.

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

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

SERVICE CONTRACT:

Consider approval of the O&M service contract with GE International.

City Manager Gary Esplin explained that at that earlier this year, the existing O&M agreement at the Millcreek Generating Facility was terminated. An intern was hired to work for the Energy Services Department to assist during that time. Staff prepared an RFP and has seen good results,

Purchasing Manager Connie Hood recommended the contract be awarded to GE for the amount is \$68,4000. There were three options proposed, staff opted for option 2 which does not include a full time tech advisor.

City Manager Gary Esplin stated that there is a need for further discussion before new personnel are authorized. Going with option 2 will save the City a substantial amount of money. Further, the savings will give the City an opportunity to hire an additional full time employee.

Energy Services Phil Solomon advised the cost of the contract is \$68,400 for the first year with a 3% escalation for the next two years. The current budget includes \$350,000 to pay GE for their services. The way the RFP was done, with option 1, it is almost \$280,000 to have a full time advisor with GE.

MOTION: A motion was made by Councilmember Hughes to approve the O&M service contract with GE International for the Millcreek Generation Facility for a three-year contract in the amount of \$68,400 with the increase.

SECOND: The motion was seconded by Councilmember Almquist.

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

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

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AWARD OF BID:

Consider award of bid for six ½ ton super cab trucks for the Parks Department.

Purchasing Manager Connie Hood advised the trucks are included in this year’s budget. Larry Miller Ford was the low bidder at \$21,545 per truck for a total of \$129,270 which is below the budgeted amount.

MOTION: A motion was made by Councilmember Hughes to approve the bid for the service vehicles from Larry Miller Ford for a total of \$129,270.

SECOND: The motion was seconded by Councilmember Almquist.

Councilmember Bowcutt asked about an additional vehicle that is noted in the packet.

Ms. Hood explained that vehicle will be for the Facility Services, it is not included in this request.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for six 2015 Ford Interceptors for the Police Department.

Purchasing Manager Connie Hood advised that although St. George Ford was not the low bidder, however, since they were within the 5%, they were given the opportunity and have agreed to match the low bid of \$31,173 per vehicle for a total of \$187,038. The total amount was under the budgeted amount even with the additional items needed for the cars.

MOTION: A motion was made by Councilmember to award the bid to St. George Ford for the six new 2015 Ford Interceptors for the Police Department for \$187,038.

SECOND: The motion was seconded by Councilmember Randall.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

Councilmember Almquist asked City Attorney Shawn Guzman, with regard to item 2C, if the advisor will be maintaining the equipment or are they simply there to monitor.

City Attorney Shawn Guzman commented staff will be working with GE to determine the scope of work and liabilities as they do with any contract.

Mayor Pike inquired if anyone in the audience is attending for the RDA public hearing.

FEE WAIVER:

Consider approval of a fee waiver for the use of Town Square for the Celebrating Service Festival. Rebekah Pectol, applicant.

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Rebekah Pectol, with United Way Dixie, stated that they have granted over \$350,000 to seventeen different charities throughout the community this year. She thanked the Council for their support. To celebrate their 20th anniversary, they are hosting a Celebrating Service Festival on September 27, 2014 at the Town Square and are requesting a fee waiver.

MOTION: A motion was made by Councilmember Almquist to approve the fee waiver for the use of Town Square for the Celebrating Service Festival.

Ms. Pectol mentioned that they are also asking the City to donate a stage base that can be used for the event.

AMENDED

MOTION: Councilmember Almquist added the stage to his motion.

SECOND: The motion was seconded by Councilmember Hughes.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

FEE WAIVER:

Consider approval of a special event fee waiver as well as a fee waiver for the use of Town Square for the Southwest Utah's Recovery Day Celebration. Neal Smith, applicant.

Angie Graff, with Southwest Behavior Health Center, stated that they will be hosting an event at the Town Square on September 24, 2014 and are requesting a fee waiver.

MOTION: A motion was made by Councilmember Randall to waive the special event fee as well as the fee for the use of the Town Square for the Southwest Utah's Recovery Day Celebration.

SECOND: The motion was seconded by Councilmember Bowcutt.

Mayor Pike asked that the park be cleaned up after the event.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

DEVELOPMENT AGREEMENT:

Consider approval of a development agreement amendment with Desert Canyons Development, Inc. regarding Desert Canyons Park.

City Manager Gary Esplin advised this amendment would extend a provision within the development agreement with Desert Canyons Development for four months. When the development agreement was written, there was a provision in which the developer was required to dedicate a 10-acre park site to be dedicated as part of their project by a certain date. The developer is not ready to do so; therefore, they have requested a four-month extension.

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MOTION: A motion was made by Councilmember Hughes to approve the amended agreement with Desert Canyons Development, Inc. for the time extension on the dedication of the park.

SECOND: The motion was seconded by Councilmember Almquist.

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

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

INVESTMENT GRADE AUDIT AGREEMENT:

Consider approval of an energy investment grade audit agreement with McKinstry Essention, LLC.

City Manager Gary Esplin recommended this item will be tabled for two weeks because he has not seen the final document. He explained that the Senior Citizen Center is controlled by the County and the Dixie Center's title is owned by the City and the County through a different name. He would like to wait until the next meeting to have a better understanding of the contract and also to see about including the Senior Citizen Center and the Dixie Center through a special agreement.

MOTION: A motion was made by Councilmember Almquist to table item 6D for two weeks or however long necessary.

SECOND: The motion was seconded by Councilmember Randall.

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

Councilmember Almquist - aye
Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

Councilmember Almquist declared that he won a bid for the next item. He then recused himself from the dias.

FINAL PLAT:

Consider approval of a final plat for Jiffy Lube at River Road.

City Manager Gary Esplin explained why this final plat is coming in after the building has already been built. There is no change from the preliminary plat.

Todd Jacobsen presented the final plat for Jiffy Lube at River Road, a one lot commercial subdivision located at 1393 South River Road, zoning is PD-C.

MOTION: A motion was made by Councilmember Bowcutt to approve the final plat for Jiffy Lube at River Road.

SECOND: The motion was seconded by Councilmember Hughes.

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

Councilmember Hughes - aye
Councilmember Randall - aye
Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

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ADJOURN TO RDA MEETING:

MOTION: A motion was made by Councilmember Almquist to adjourn to the RDA meeting.

SECOND: The motion was seconded by Councilmember Randall.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Almquist a property issue and potential litigation item.

SECOND: The motion was seconded by Councilmember Bowcutt.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Almquist to reconvene and adjourn.

SECOND: The motion was seconded by Councilmember Randall.

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

- Councilmember Almquist - aye
- Councilmember Hughes - aye
- Councilmember Randall - aye
- Councilmember Bowcutt - aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

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